

**AGENDA
HANOVER CITY COUNCIL
AUGUST 2, 2016**

MAYOR

CHRIS KAUFFMAN

COUNCIL

JOHN VAJDA

DOUG HAMMERSENG

KEN WARPULA

JIM ZAJICEK

1. Call to Order/Pledge of Allegiance: 5:00 p.m.
2. Approval of Agenda
3. Consent Agenda Items:
 - a. Approve Minutes of July 19, 2016 City Council Work Session Meeting (*pg. xx*)
 - b. Approve Claims as Presented: (*page xx*)

➤ Claims	\$ 73,095.39
➤ Payroll	\$ 8,045.21
➤ P/R taxes & Exp	\$ 3,230.12
➤ Other Claims	<u>\$ 1,437.00</u>
➤ Total Claims	<u>\$ 85,807.72</u>
 - c. Res No 08-02-16-84 – Approving Purchase of Fire Department iPads
 - d. Res No 08-02-16-85 – Approving Purchase of Fire Department Quick Response Kit
 - e. Res No 08-02-16-86 – Approving Purchase of Fire Department Portable Drop Tank
 - f. Res No 08-02-16-87 – Recognizing Fire Department Resignations
 - g. Res No 08-02-16-88 – Recognizing Park Board Resignation
 - h. Res No 08-02-16-89 – Approving Pay Voucher No. 1, Fifth St. NE Watermain Extension
 - i. Res No 08-02-16-90 – Approving Band Contract for 125th Anniversary Celebration
 - j. Res No 08-02-16-91 – Approving Animal Control Contract
4. Citizen's Forum:
 - a. Jeff Johnson – Hennepin County Commissioner
5. Public Hearings
6. Unfinished Business
 - a. Res No 08-02-16-92 – Approving Kinghorn Construction, Construction Manager Contract
 - b. Res No 08-02-16-93 – Authorizing Advertisement of Bid, Public Works Facility Soil Corrections
7. New Business
 - a. Clark Lee – Hanover Resident
 - b. Commemorative Cups for 125th Anniversary
 - c. Settlers Park Maintenance Items – Oak Tree, Bathroom Vandalism, Volleyball Court
 - d. 2017 Preliminary Budget DRAFT 1
 - e. Res No 08-02-16-94 – Approving CUP for Sales & Warehousing Automotive Parts
 - f. Ordinance 2016-05 – Opting-Out of the Requirements of Minn. Stat., Sec. 462.3593
 - g. Res No 08-02-16-95 – Approving Hanover Athletic Association Lease Agreement
8. Reports of Mayor and Council Members, Staff, Boards, and Committees
9. Adjournment

To: Mayor Kauffman & Members of the Hanover City Council
From: Brian Hagen, City Administrator
Date: July 29, 2016
Re: Review of August 2, 2016 City Council Agenda

1. Call to Order/Pledge of Allegiance: 5:00 p.m.
2. Approval of Agenda
3. Consent Agenda Items: *See enclosed consent packet.*
 - a. Approve Minutes of July 19, 2016 City Council Work Session Meeting (pg. xx)
 - b. Approve Claims as Presented: (page xx)

➤ Claims	\$ 73,095.39
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 - j. Res No 08-02-16-91 – Approving Animal Control Contract

4. Citizen's Forum:
 - a. Jeff Johnson – Hennepin County Commissioner

To address the Council in the Citizen's Forum, please complete the Citizen's Forum sign-in sheet on the table near the entrance and give it to the Mayor or City Administrator.

5. Public Hearings
6. Unfinished Business
 - a. Res No 08-02-16-92 – Approving Kinghorn Construction, Construction Manager Contract (pg. 33)
Enclosed is a contract to hire Kinghorn Construction for the remainder of the Public Works Facility project to act as a construction manager.

- b. Res No 08-02-16-93 – Authorizing Advertisement of Bid, Public Works Facility Soil Corrections**
Enclosed is a resolution authorizing staff to work with Kinghorn Construction to advertise for bids on the soil correction and grading phase of the project. Bids would be advertised in the coming weeks, and then brought back to Council for review and final award at a later date.

7. New Business

- a. Clark Lee – Hanover Resident**
Mr. Lee has requested to address the Council for a moratorium request. He has stated it is different than the moratorium identified in Ordinance 206-03.
- b. Commemorative Cups for 125th Anniversary**
The planning committee for the 125th celebration is requesting the City Council to authorize the purchase of commemorative cups. Price would be \$220 for 250 cups or \$360 for 500 cups.
- c. Settlers Park Maintenance Items – Oak Tree, Bathroom Vandalism, Volleyball Court**
Discussion on some recommended maintenance items in Settlers Park will be held.
- d. 2017 Preliminary Budget DRAFT 1**
A first draft of the 2017 Preliminary Budget will be provided prior to the meeting. Staff is waiting on responses on some items of the budget.
- e. Res No 08-02-16-94 – Approving CUP for Sales & Warehousing Automotive Parts**
Enclosed is a memo and resolution for this item. Cindy will also be present to discuss details.
- f. Ordinance 2016-05 – Opting-Out of the Requirements of Minn. Stat., Sec. 462.3593**
Please see enclosed ordinance. Cindy will also be present to discuss details.
- g. Res No 08-02-16-95 – Approving Hanover Athletic Association Lease Agreement**
Enclosed is a lease agreement. There are comments in the agreement to identify clarification points to be decided by Council.

8. Reports of Mayor and Council Members, Staff, Boards, and Committees

9. Adjournment

**CITY OF HANOVER
CITY COUNCIL WORK SESSION
JULY 19, 2016 – DRAFT MINUTES**

Call to Order

Councilman Hammerseng called the Regular City Council Work Session Meeting of Tuesday, July 19, 2016 to order at 6:05 p.m. Present were Councilors Doug Hammerseng, Ken Warpula, and Jim Zajicek. Also present were City Administrator Brian Hagen, City Planner Cindy Nash, Accountant/Deputy Clerk Elizabeth Lindrud, and Public Works Supervisor Scott Vogel. Other guests present were Joel Cornell, Troy Ordorff, Michael Kehn, Thomas Jones, Claudia Pingree, Stephanie Gleason, Dean Kuitunen, Joel Kaul, Brian Kottke, Fire Chief Dave Malewicki, and Doug Voerding from the Wright County Journal Press. Chris Kauffman and John Vajda were absent.

Approval of Agenda

Hagen requested that Reports be moved before the closed session.

MOTION by Warpula to approve the agenda as amended, seconded by Zajicek. **Motion carried unanimously.**

Consent Agenda

MOTION by Zajicek to approve consent agenda, seconded by Warpula.

- a. **Approve Minutes of July 5, 2016 City Council Meeting**
- b. **Approve Minutes of July 11, 2016 City Council Meeting**
- c. **Approve Claims as Presented:**
 - **Claims** **\$ 109,281.88**
 - **Payroll** **\$ 13,170.45**
 - **P/R taxes & Exp** **\$ 4,060.32**
 - **Other Claims** **\$ 4,437.00**
 - **Total Claims** **\$ 130,949.65**
- d. **Res No 07-19-16-81 – Approving Purchase of Chainsaw**

Motion carried unanimously.

Joel Cornell – Letter of Interest PID 108-046-001060

Hagen explained that there is a business interested in the two acre city owned parcel and they are here to present their letter of interest.

Joel Cornell addressed Council and stated that he owns a storage rental property in St. Michael and would like to expand to a second property. The building will look similar to the building in St. Michael, it would have privacy fencing, security system, and landscaping. He stated that the business would plan to match the surrounding businesses or request recommendations from the City. He would like the property to be screened for the potential to offer outdoor storage in the future. The facility currently does not offer 24 hour access and are leaning against offering that service at the Hanover location at this time. The facility would have three buildings with a total of 86 units, all four corners of the buildings would be brick. There would be privacy fence in the back two-thirds of the property with decorative fencing in the front. Cornell stated their engineer would have plans ready to submit in August.

Dave Malewicki – Hanover Fire Department

Fire Chief Dave Malewicki addressed Council regarding several items. The Fire Department would like to purchase two iPads one for the rescue truck and one for the engine. They would be used for mapping and tracking runs, the cost would be \$1,260 plus approximately \$100 per month from Verizon. Malewicki would also like to purchase cribbing to shore up vehicles in accidents for a cost of approximately \$700. He requested approval to go forward to bid on a new grass rig to be used for grass fires and medical calls. The

estimated cost is \$85,000 - \$90,000 for the grass rig. A new liner is also needed for the drop tank at a cost of approximately \$700.

Malewicki stated that three Firefighters will be retiring; Jake Hienz served 20 years, Larry Sperrs served for 10 plus years, and Greg Snodgrass served for 10 years.

Malewicki requested permission to use City Hall for training on July 26th, he explained that they would use the back side of the building.

Malewicki also stated that the Fire Department is looking at changing to an hourly wage for firefighters and Council will see an increase in the 2017 preliminary budget reflecting this change.

Malewicki requested that a workshop be scheduled related to the City's emergency management policy. He stated that no one from Council showed up at the Fire Hall the night of the storm to give Malewicki authorization for any emergency purchases.

Hagen requested that Malewicki bring back quotes on the items requested for anything over \$500. Those items can then be brought back to Council to approve at the next meeting.

MOTION by Warpula to approve Fire Department purchases. **Motion failed to receive a second.**

Council directed Malewicki to submit quotes for anything over \$500 for approval at the next Council meeting. Council also approved Malewicki to go forward to bid on a new grass rig and for the Fire Department to use City Hall for training on July 26th. Council also agreed that a workshop is needed to review the City's emergency plan.

Res No 07-05-16-80 – Terminating Ordinance 2016-03

Hagen explained that Res No 07-05-16-80 was tabled from the July 11th meeting. Planning Commission recommended terminating Ordinance 2016-03. If the ordinance is terminated, building requirements will revert back to the regular ordinances in place. Planning Commission will still continue to determine new standards that take into account above ground living space. If the ordinance is not terminated, the moratorium would remain in place for the time being.

Hammerseng stated that Planning Commission held a work session on Thursday and are working on guidelines that are fair to potential new homeowners as well as existing homeowners. He stated that Planning Commission looked at a number of aspects including number of bedrooms, square footage, and designs of the homes. The current consensus is to have between 1,000 – 1,100 livable square feet above ground, the garage size requirements have not changed. Planning Commission will review the ordinance draft and then hold a Public Hearing in September. Both homes currently being held would meet the new draft guidelines. Nash stated that if the moratorium is not lifted it would delay both homes an additional two months. Hammerseng added that Planning Commission talked about how the smaller homes are not being built in Hanover.

MOTION by Warpula to approve Res No 07-05-16-80, seconded by Hammerseng. **Motion carried unanimously.**

Res No 07-19-16-82 – Approving EDA Matching Grant Award to RJM Self Storage

Hagen explained that RJM Self Storage applied for the EDA Matching Grant for security upgrades. He further explained that Council approved the new EDA Matching Grant that added security improvements as an eligible expense.

MOTION by Warpula to approve Res No 07-05-16-80, seconded by Zajicek. **Motion carried unanimously.**

Res No 07-19-16-83 – Approving Hennepin County Assessor’s Agreement

Hagen explained the City contracts with the Hennepin County Assessor’s office, this agreement is a four year agreement. Estimate 2017 cost would be \$7,000.

MOTION by Warpula to approve Res No 07-19-16-83, seconded by Hammerseng. **Motion carried unanimously.**

Animal Control Contract

Hagen requested direction on the City’s animal control contract. In the past the City has contracted with the City of Monticello. The 2016 contract has a base fee of \$250 and then a charge to the city of an animal is not claimed by its owner. Council directed Hagen to put the contract on consent agenda for the next meeting.

Historic Bridge Bollards

Hagen stated that he, Vogel, and Messner have been discussing bollards for the Historic Bridge. Vogel stated they will be putting in a concrete apron and asphalt replacement in conjunction with the sidewalk extension project that will be starting in the next few weeks. The bollards swing open to allow Vogel vehicle access to the bridge to perform maintenance and to allow the snowmobiles to cross in the winter if the bridge remains the trail. Hagen further explained that this style of bollard is limited to the two choices provided by Messner in the packet, the basic style is \$500 and the more decorative style is \$1,000. Hammerseng suggested checking with the Hanover Historical Society. Claudia Pingree and President of the Hanover Historical Society, Michael Kehn, were both in attendance and stated they preferred the more decorative bollards and black would be the best color to mimic the look of wrought iron.

MOTION by Hammerseng to approve the decorative style bollards in black, seconded by Warpula. **Motion carried unanimously.**

Reports

Vogel:

- Stated that brush pick up from the storm is now finished.
- The night of the storm the Hanover Fire Department and neighboring cities worked well together.
- Public Works will begin getting the City cleaned up for the Harvest Festival

Lindrud:

- Spoke with Linda Eckard from the Hanover Lions regarding the offer to donate highchairs and booster seats. Eckard stated that they will donate two highchairs and four booster seats and then see if more are needed.
- The Hanover Bike Rodeo will take place this Saturday from 10:00 a.m. until noon at Settlers Park, there will be free helmets for kids and a bike mechanic giving free bike tune-ups.
- Quail Pass 2nd addition will complete construction on the last home in the development, once the City inspects Council can expect to see the developers escrow release come through for approval.

Hagen:

- Gave details on the chainsaw from the consent agenda, it is a steel 25 inch chainsaw with three additional blades at a total cost of \$1,057.10. During the storm clean up, staff realized the current chainsaw was not large enough.
- Stated that election training for the Hennepin County judges will be held tomorrow at City Hall. Absentee voting is underway.

Zajicek:

- Attended the Hanover Harvest Festival meeting and they are in need of volunteers. Some events may need to be cut if they cannot get more volunteers.

Closed Session Pursuant to Minn. Stat. 13D.05, subd. 3(b)(3) to Develop an Offer for the Sale of Real Property Owned by the City, identified as PID 108-046-001060

Acting Mayor Hammerseng read a statement identifying the City's authority to enter into a closed session to discuss terms of the sale of PID 108-046-001060.

MOTION by Hammerseng to enter into a closed session at 7:15 p.m., seconded by Zajicek. **Motion carried unanimously.**

Present during the closed session included Councilors Hammerseng, Warpula, Zajicek, City Administrator Hagen, and City Planner Nash.

Council and staff discussed the sale of the City owned property located in the industrial park.

MOTION by Warpula to reconvene at 7:28 p.m., seconded by Zajicek. **Motion carried unanimously.**

Council provided a summary of what was discussed in the closed session. They expressed thanks to Mr. Cornell for his interest in the property, but Council was not comfortable selling land adjacent to City Hall and Settlers Park at this time.

MOTION by Warpula to not sell PID 108-046-001060 at this time, seconded by Zajicek. **Motion carried unanimously.**

Temporary Lease of PID 108-046-001060 to Northern States Power Company

Council discussed terms of a temporary lease to NSP. The purpose of the lease is to allow NSP an area to store and stage materials needed for the repair of power lines damaged in the July 5, 2016 storm. Council agreed to the terms with additional language to require mutual agreement between NSP and the City Administrator to continue on a month to month basis after October 31, 2016, the lease begin July 20, 2016, the City be listed as an additional insurer on NSP insurance and provide copy of policy, and NSP agree to move any stored material out of the way of any Harvest Festival event between August 5-8, 2016.

MOTION by Hammerseng to approve lease terms with the City's additions, seconded by Warpula. **Motion carried unanimously.**

Adjournment

MOTION by Warpula to adjourn at 7:36 p.m., seconded by Zajicek. **Motion carried unanimously.**

APPROVED BY:

Doug Hammerseng, Acting Mayor

ATTEST:

Brian Hagen, City Administrator

CITY OF HANOVER

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Payments

Current Period: August 2016

Batch Name	08/02/16 PAY	Payment	Computer Dollar Amt	\$73,095.39	Posted
Refer	1685 A-1 OUTDOOR POWER, INC.		Ck# 001672E 8/2/2016		
Cash Payment	E 100-43000-240 Small Tools and Minor E	Chainsaw & 3 Blades			\$1,017.40
Invoice	384397	7/25/2016			
Transaction Date	7/28/2016	Due 0	Cash	10100	Total \$1,017.40
Refer	1695 AFLAC		Ck# 001663E 8/2/2016		
Cash Payment	G 100-21706 Medical/Dental Ins	Supplemental Insurance - July 2016 Account#			\$134.16
Invoice	116188		G1V17		
Transaction Date	7/19/2016	Due 0	Cash	10100	Total \$134.16
Refer	1686 ALBERTVILLE BODY SHOP, INC		Ck# 031990 8/2/2016		
Cash Payment	E 100-42260-220 Repair/Maint Supply (GE	Corrosion on Rear of Unit			\$790.85
Invoice	6193	5/27/2016			
Transaction Date	7/18/2016	Due 0	Cash	10100	Total \$790.85
Refer	1697 ALLINA HEALTH SYSTEM		Ck# 001664E 8/2/2016		
Cash Payment	E 100-42240-310 Other Professional Servi	Medical Directorship - 2nd Quarter 2016			\$729.50
Invoice	II10020812	6/17/2016			
Transaction Date	7/21/2016	Due 0	Cash	10100	Total \$729.50
Refer	1680 ANCOM COMMUNITCATIONS		Ck# 031991 8/2/2016		
Cash Payment	E 100-42260-323 Radio Units	Repair to Minitor V 2ch SV VHF Pager			\$108.00
Invoice	60837	6/17/2016			
Cash Payment	E 100-42260-323 Radio Units	Repair to Minitor V NHM Battery (SVC)			\$141.50
Invoice	60838	6/18/2016			
Transaction Date	7/15/2016	Due 0	Cash	10100	Total \$249.50
Refer	1670 ASSURANT EMPLOYEE BENEFITS		Ck# 031992 8/2/2016		
Cash Payment	G 100-21707 Life Ins	Life Insurance - August 2016			\$383.65
Invoice		7/19/2016			
Transaction Date	7/25/2016	Due 0	Cash	10100	Total \$383.65
Refer	1671 BIFFS INC.		Ck# 001670E 8/2/2016		
Cash Payment	E 100-45200-580 Other Equipment	Pheasant Run Park			\$95.00
Invoice	W604305-IN	7/20/2016			
Cash Payment	E 100-45200-580 Other Equipment	Eagleview Park			\$95.00
Invoice	W604306-IN	7/20/2016			
Cash Payment	E 100-45200-580 Other Equipment	Mallard Park			\$95.00
Invoice	W604307-IN	7/20/2016			
Cash Payment	E 100-45200-580 Other Equipment	Cardinal Circle Park			\$95.00
Invoice	W604308-IN	7/20/2016			
Transaction Date	7/25/2016	Due 0	Cash	10100	Total \$380.00
Refer	1684 BURSCHVILLE CONSTRUCTION		Ck# 031993 8/2/2016		
Cash Payment	E 100-43122-224 Street Maint Materials	Road Grading - Jandel Lane 5/25/16			\$1,410.00
Invoice	4109	7/10/2016			
Transaction Date	7/15/2016	Due 0	Cash	10100	Total \$1,410.00
Refer	1682 CENTURY LINK		Ck# 031994 8/2/2016		

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Payments

Current Period: August 2016

Cash Payment	E 100-42280-321 Telephone	Fire Hall Landline - 06/28/16 - 07/27/16				\$30.32
Invoice	7/28/2016					
Transaction Date	7/15/2016	Due 0	Cash	10100	Total	\$30.32
Refer	1693 <u>CHRISTENSON, KRISTINE</u>			<u>Ck# 031995 8/2/2016</u>		
Cash Payment	E 100-48205-810 Refunds & Reimburseme	Damage Deposit Hall Rental - 7/30/16 (Cancelled)				\$200.00
Invoice	7/18/2016					
Transaction Date	7/18/2016	Due 0	Cash	10100	Total	\$200.00
Refer	1689 <u>DELTA DENTAL</u>			<u>Ck# 031996 8/2/2016</u>		
Cash Payment	G 100-21706 Medical/Dental Ins	Dental Premiums - August 2016				\$119.10
Invoice 6568228	7/15/2016					
Transaction Date	7/18/2016	Due 0	Cash	10100	Total	\$119.10
Refer	1690 <u>DJ MEDIN ARCHITECTS</u>			<u>Ck# 031997 8/2/2016</u>		
Cash Payment	E 411-41940-310 Other Professional Servi	Public Works Building				\$2,990.00
Invoice 16-005-2	7/15/2016				Project 208218	
Transaction Date	7/18/2016	Due 0	Cash	10100	Total	\$2,990.00
Refer	1680 <u>DRAKE CONSTRUCTION, INC.</u>			<u>Ck# 031998 8/2/2016</u>		
Cash Payment	E 815-48200-810 Refunds & Reimburseme	Landscaping - 1030 Emerald				\$2,000.00
Invoice	7/25/2016					
Cash Payment	E 811-48200-810 Refunds & Reimburseme	Erosion - 1030 Emerald				\$2,000.00
Invoice	7/25/2016					
Cash Payment	E 817-48200-810 Refunds & Reimburseme	Infrastructure - 1030 Emerald				\$1,000.00
Invoice	7/25/2016					
Cash Payment	E 815-48200-810 Refunds & Reimburseme	Landscaping - 1038 Emerald				\$2,000.00
Invoice	7/25/2016					
Cash Payment	E 811-48200-810 Refunds & Reimburseme	Erosion - 1038 Emerald				\$2,000.00
Invoice	7/25/2016					
Cash Payment	E 817-48200-810 Refunds & Reimburseme	Infrastructure - 1038 Emerald				\$1,000.00
Invoice	7/25/2016					
Cash Payment	E 815-48200-810 Refunds & Reimburseme	Landscape - 11585 Erin St				\$1,500.00
Invoice	7/25/2016					
Cash Payment	E 811-48200-810 Refunds & Reimburseme	Erosion - 11585 Erin St				\$750.00
Invoice	7/25/2016					
Cash Payment	E 817-48200-810 Refunds & Reimburseme	Infrastructure - 11585 Erin St				\$1,000.00
Invoice	7/25/2016					
Cash Payment	E 815-48200-810 Refunds & Reimburseme	Landscape - 11577 Erin St				\$1,500.00
Invoice	7/25/2016					
Cash Payment	E 811-48200-810 Refunds & Reimburseme	Erosion - 11577 Erin St				\$750.00
Invoice	7/25/2016					
Cash Payment	E 817-48200-810 Refunds & Reimburseme	Infrastructure - 11577 Erin St				\$1,000.00
Invoice	7/25/2016					
Transaction Date	7/25/2016	Due 0	Cash	10100	Total	\$16,500.00
Refer	1691 <u>ECM PUBLISHERS, INC.</u>			<u>Ck# 001662E 8/2/2016</u>		
Cash Payment	E 100-41410-351 Legal Notices Publishing	Candidacy Election				\$47.49
Invoice 378208	7/14/2016					
Cash Payment	E 100-41970-351 Legal Notices Publishing	PHN - Health Care Dwelling				\$63.32
Invoice 378207	7/14/2016					

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Payments

Current Period: August 2016

Cash Payment	E 100-42220-221 Equipment Parts	Batteries			\$64.80
Invoice	7/12/2016				
Cash Payment	E 100-42240-208 Training and Instruction	Food - Training			\$41.51
Invoice	7/12/2016				
Transaction Date	7/15/2016	Due 0	Cash	10100	Total \$291.79
Refer	1686 LANO EQUIPMENT - LORETTO	Ck# 032005	8/2/2016		
Cash Payment	E 100-43000-220 Repair/Maint Supply (GE	BPA - Arm Wiper Assy. M Series			\$71.73
Invoice	03-380586	7/27/2016			
Cash Payment	E 603-43150-310 Other Professional Servi	Kubota Excavator - Pond Maintenance			\$400.00
Invoice	03-375139	6/27/2016			
Transaction Date	7/28/2016	Due 0	Cash	10100	Total \$471.73
Refer	1677 NORTHERN SALT INCORPORATE	Ck# 032006	8/2/2016		
Cash Payment	E 100-43122-224 Street Maint Materials	Calcium Chloride application			\$2,253.60
Invoice	7147	7/19/2016			
Transaction Date	7/25/2016	Due 0	Cash	10100	Total \$2,253.60
Refer	1676 OPG-3, INC	Ck# 032007	8/2/2016		
Cash Payment	E 100-41570-207 Computer Supplies	Laserfiche Software Renewal - 10/01/16 - 12/31/16			\$333.47
Invoice	1339	7/21/2019			
Cash Payment	G 100-15500 Prepaid Items	Laserfiche Software Renewal - 01/01/17 - 09/30/17			\$1,000.53
Invoice	1339	7/21/2019			
Transaction Date	7/25/2016	Due 0	Cash	10100	Total \$1,334.00
Refer	1699 RANDYS ENVIRONMENTAL SERVI	Ck# 032008	8/2/2016		
Cash Payment	E 100-43245-384 Refuse/Garbage Dispos	Recycling - July 2016			\$3,084.28
Invoice		7/19/2016			
Transaction Date	7/22/2016	Due 0	Cash	10100	Total \$3,084.28
Refer	1692 READY WATT ELECTRIC	Ck# 032009	8/2/2016		
Cash Payment	E 100-41940-220 Repair/Maint Supply (GE	Siren Maintenance			\$1,370.00
Invoice	100187	7/14/2016			
Transaction Date	7/18/2016	Due 0	Cash	10100	Total \$1,370.00
Refer	1683 ROY C INC	Ck# 032010	8/2/2016		
Cash Payment	E 100-45200-220 Repair/Maint Supply (GE	Settlers Park Shelter Door Repair			\$160.00
Invoice	66888	7/13/2016			
Transaction Date	7/15/2016	Due 0	Cash	10100	Total \$160.00
Refer	1687 RUPP ANDERSON SQUIRES & WA	Ck# 032011	8/2/2016		
Cash Payment	E 100-41610-304 Legal Fees	Miscellaneous			\$498.70
Invoice	4479	7/26/2016			
Cash Payment	E 100-41610-304 Legal Fees	City Council and Board/Commission Meetings			\$300.00
Invoice	4479	7/26/2016			
Cash Payment	E 100-41610-304 Legal Fees	Bridges Senior Center Issue			\$17.50
Invoice	4479	7/26/2016		Project 208204	
Cash Payment	E 100-41610-304 Legal Fees	Greenhouse Land Purchase Agreement			\$1,073.50
Invoice	4479	7/26/2016		Project 208204	
Cash Payment	E 100-41610-304 Legal Fees	Purchase Agreement (5 Acre Lot)			\$49.50
Invoice	4479	7/26/2016		Project 208220	

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Payments

Current Period: August 2016

Cash Payment	E 100-41610-304 Legal Fees	Single Family Dwelling Moratorium			\$70.00
Invoice 4479	7/26/2016				
Cash Payment	E 100-41610-304 Legal Fees	Volunteer Firefighter Issue			\$701.00
Invoice 4479	7/26/2016				
Transaction Date	7/28/2016	Due 0	Cash	10100	Total \$2,710.20
Refer	1676 RUSSELL SECURITY RESOURCE I	Ck# 001660E 8/2/2016			
Cash Payment	E 100-41940-520 Buildings and Structures	Key Fobs (5)			\$37.50
Invoice A27878	7/6/2016				
Cash Payment	E 100-41940-520 Buildings and Structures	Shipping			\$5.00
Invoice A27878	7/6/2016				
Transaction Date	7/15/2016	Due 0	Cash	10100	Total \$42.50
Refer	1688 S E H	Ck# 001673E 8/2/2016			
Cash Payment	E 201-41330-310 Other Professional Servi	EDA Services - June 2016			\$442.50
Invoice 318509	7/19/2016				
Transaction Date	7/28/2016	Due 0	Cash	10100	Total \$442.50
Refer	1682 SCHUMACHER, MARY	Ck# 032012 8/2/2016			
Cash Payment	E 100-43000-310 Other Professional Servi	Log Truck Rental - July 5 Storm Clean-up			\$6,720.00
Invoice 25	7/25/2016	Project 208225			
Transaction Date	7/27/2016	Due 0	Cash	10100	Total \$6,720.00
Refer	1679 SCHUSTER, MIKE	Ck# 032013 8/2/2016			
Cash Payment	E 815-48200-810 Refunds & Reimburseme	Landscape - 10838 Jonquil Lane			\$1,500.00
Invoice	7/25/2016				
Transaction Date	7/25/2016	Due 0	Cash	10100	Total \$1,500.00
Refer	1684 TREE TOP CLEARING	Ck# 032014 8/2/2016			
Cash Payment	E 100-43000-310 Other Professional Servi	Sharpened 8 Blades - July 5 Storm Clean-up			\$80.00
Invoice 5731	7/25/2016	Project 208225			
Transaction Date	7/28/2016	Due 0	Cash	10100	Total \$80.00
Refer	1679 U.S. HEALTHWORKS	Ck# 032015 8/2/2016			
Cash Payment	E 100-42210-305 Medical and Dental Fees	Vaccination for Firefighter			\$103.00
Invoice 0056418-MN	7/1/2016				
Transaction Date	7/15/2016	Due 0	Cash	10100	Total \$103.00
Refer	1683 VISA - BANKWEST	Ck# 032016 8/2/2016			
Cash Payment	E 100-42220-228 Medical Supplies	Nitrile Exam Gloves - LG (4)			\$59.16
Invoice	7/19/2016				
Cash Payment	E 100-42220-228 Medical Supplies	Nitrile Exam Gloves - XLG (5)			\$73.95
Invoice	7/19/2016				
Cash Payment	E 100-42220-228 Medical Supplies	Defender Gloves - 2XL (2)			\$27.98
Invoice	7/19/2016				
Cash Payment	E 100-42220-228 Medical Supplies	Shipping			\$12.00
Invoice	7/19/2016				
Cash Payment	E 100-41430-306 Dues & Subscriptions	Amazon Prime Membership			\$99.00
Invoice	7/19/2016				
Cash Payment	E 100-41600-310 Other Professional Servi	MSFT Online Exchange			\$28.00
Invoice	7/19/2016				
Cash Payment	E 100-42220-228 Medical Supplies	BCI Spot Check Finger Pulse Oximetry Sensor			\$196.95
Invoice	7/19/2016				

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Payments

Current Period: August 2016

Cash Payment	E 100-43000-220 Repair/Maint Supply (GE	PW Vehicle Wash				\$8.33
Invoice	46211820	7/15/2016				
Cash Payment	E 100-45200-212 Motor Fuels	Parks Fuel				\$142.12
Invoice	46211820	7/15/2016				
Transaction Date	7/18/2016	Due 0	Cash	10100	Total	\$1,203.68
Refer	1669 <u>WRIGHT-HENNEPIN COOPERATIV</u>		<u>Ck# 001669E 8/2/2016</u>			
Cash Payment	E 100-45200-381 Electric Utilities	Eagleview Park				\$38.92
Invoice		7/18/2016				
Transaction Date	7/25/2016	Due 0	Cash	10100	Total	\$38.92
Refer	1698 <u>WSB & ASSOCIATES, INC.</u>		<u>Ck# 001665E 8/2/2016</u>			
Cash Payment	E 100-41950-303 Engineering Fees	General Engineering Services - 2016				\$1,048.50
Invoice		6/30/2016				
Cash Payment	E 402-41950-303 Engineering Fees	CSAH 19 Sidewalk Extension				\$1,463.50
Invoice		6/30/2016		Project 208224		
Cash Payment	E 418-43121-310 Other Professional Servi	Hanover Hills Surface Improvement Project				\$2,964.50
Invoice		6/30/2016		Project 208219		
Cash Payment	E 401-41950-303 Engineering Fees	5th Street Watermain Extension				\$5,297.00
Invoice		6/30/2016		Project 208223		
Cash Payment	E 100-41950-303 Engineering Fees	MS4 Services				\$157.50
Invoice		6/30/2016				
Transaction Date	7/22/2016	Due 0	Cash	10100	Total	\$10,931.00
Refer	1672 <u>XCEL ENERGY</u>		<u>Ck# 032020 8/2/2016</u>			
Cash Payment	E 100-42280-381 Electric Utilities	Fire Hall - 06/06/16 - 7/06/16				\$310.78
Invoice	509246703	7/18/2016				
Cash Payment	E 100-41940-381 Electric Utilities	City Hall - 06/06/16 - 7/06/16				\$764.74
Invoice	509246703	7/18/2016				
Cash Payment	E 100-45200-381 Electric Utilities	Historical Bridge - 06/06/16 - 07/06/16				\$65.83
Invoice	509246703	7/18/2016				
Cash Payment	E 100-43160-381 Electric Utilities	209 Labeaux Ave NE - 06/06/16 - 07/06/16				\$42.64
Invoice	509246703	7/18/2016				
Cash Payment	E 100-45200-381 Electric Utilities	Cardinal Circle Park - 06/06/16 - 07/06/16				-\$8.84
Invoice	509246703	7/18/2016				
Cash Payment	E 100-45200-381 Electric Utilities	1033 Mallard St NE - 06/06/17 - 07/06/16				\$12.12
Invoice	509246703	7/18/2016				
Cash Payment	E 100-43160-381 Electric Utilities	751 Labeaux Ave NE				\$70.15
Invoice	509246703	7/18/2016				
Transaction Date	7/25/2016	Due 0	Cash	10100	Total	\$1,257.42

Payments

Current Period: August 2016

Fund Summary

	10100 Cash
817 INFRASTRUCTURE ESCROW FUND	\$6,000.00
815 LANDSCAPE ESCROW FUND	\$12,000.00
811 EROSION CONTROL ESCROW FUND	\$8,250.00
603 STORM WATER ENTERPRISE FUND	\$400.00
418 STREET CAPITAL PROJ FUND	\$2,964.50
411 FACILITIES CAPITAL PROJ FUND	\$2,990.00
402 PARKS CAPITAL PROJECTS	\$1,463.50
401 GENERAL CAPITAL PROJECTS	\$5,297.00
201 EDA SPECIAL REVENUE FUND	\$442.50
100 GENERAL FUND	\$33,287.89
	<u>\$73,095.39</u>

Pre-Written Check	\$73,095.39
Checks to be Generated by the Computer	\$0.00
Total	<u>\$73,095.39</u>

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*Check Summary Register©

Cks 8/2/2016 - 8/2/2016

Name	Check Date	Check Amt	
10100 Cash			
Paid Chk# 001659E HEALTH PARTNERS	8/2/2016	\$2,716.68	Medical Premiums - August 2016
Paid Chk# 001660E RUSSELL SECURITY RESOURC	8/2/2016	\$42.50	Key Fobs (5)
Paid Chk# 001662E ECM PUBLISHERS, INC.	8/2/2016	\$174.13	Candidacy Election
Paid Chk# 001663E AFLAC	8/2/2016	\$134.16	Supplemental Insurance - July
Paid Chk# 001664E ALLINA HEALTH SYSTEM	8/2/2016	\$729.50	Medical Directorship - 2nd Qua
Paid Chk# 001665E WSB & ASSOCIATES, INC.	8/2/2016	\$10,931.00	General Engineering Services -
Paid Chk# 001669E Wright-Hennepin Coop Electric	8/2/2016	\$38.92	Eagleview Park
Paid Chk# 001670E BIFFS INC.	8/2/2016	\$380.00	Pheasant Run Park
Paid Chk# 001672E A-1 OUTDOOR POWER, INC.	8/2/2016	\$1,017.40	Chainsaw & 3 Blades
Paid Chk# 001673E Short Elliott Hendrickson, Inc	8/2/2016	\$442.50	EDA Services - June 2016
Paid Chk# 031990 ALBERTVILLE BODY SHOP, INC	8/2/2016	\$790.85	Corrosion on Rear of Unit
Paid Chk# 031991 ANCOM COMMUNICATIONS	8/2/2016	\$249.50	Repair to Minitor V 2ch SV VHF
Paid Chk# 031992 ASSURANT EMPLOYEE BENEFIT	8/2/2016	\$383.65	Life Insurance - August 2016
Paid Chk# 031993 BURSCHVILLE CONSTRUCTION	8/2/2016	\$1,410.00	Road Grading - Jandel Lane 5/2
Paid Chk# 031994 CENTURY LINK	8/2/2016	\$30.32	Fire Hall Landline - 06/28/16
Paid Chk# 031995 CHRISTENSON, KRISTINE	8/2/2016	\$200.00	Damage Deposit Hall Rental - 7
Paid Chk# 031996 Delta Dental of Minnesota	8/2/2016	\$119.10	Dental Premiums - August 2016
Paid Chk# 031997 DJ MEDIN ARCHITECTS	8/2/2016	\$2,990.00	Public Works Building
Paid Chk# 031998 DRAKE CONSTRUCTION, INC.	8/2/2016	\$16,500.00	Erosion - 1038 Emerald
Paid Chk# 031999 EICHER, THERESA	8/2/2016	\$200.00	Damage Deposit Hall Rental - 7
Paid Chk# 032000 FAMILY HERITAGE LIFE INSURA	8/2/2016	\$76.10	Supplemental Insurance - July
Paid Chk# 032001 FINKEN WATER SOLUTIONS	8/2/2016	\$56.15	Cook & Cold Rental Cooler - Ju
Paid Chk# 032002 Guidance Point Technologies	8/2/2016	\$135.00	Finish Install on Liz computer
Paid Chk# 032003 J P BROOKS, INC	8/2/2016	\$8,250.00	Landscaping - 625 Kadler Ave N
Paid Chk# 032004 KOTTKE, BRIAN	8/2/2016	\$291.79	Batteries
Paid Chk# 032005 LANO EQUIPMENT - LORETTO	8/2/2016	\$471.73	BPA - Arm Wiper Assy. M Series
Paid Chk# 032006 NORTHERN SALT INCORPORAT	8/2/2016	\$2,253.60	Calcium Chloride application
Paid Chk# 032007 OPG-3, INC	8/2/2016	\$1,334.00	Laserfiche Software Renewal -
Paid Chk# 032008 Randy's Environmental Services	8/2/2016	\$3,084.28	Recycling - July 2016
Paid Chk# 032009 READY WATT ELECTRIC	8/2/2016	\$1,370.00	Siren Maintenance
Paid Chk# 032010 ROY C INC	8/2/2016	\$160.00	Settlers Park Shelter Door Rep
Paid Chk# 032011 Rupp Anderson Squires & Waldsp	8/2/2016	\$2,710.20	City Council and Board/Commiss
Paid Chk# 032012 SCHUMACHER, MARY	8/2/2016	\$6,720.00	Log Truck Rental - July 5 Stor
Paid Chk# 032013 MIKE SCHUSTER	8/2/2016	\$1,500.00	Landscape - 10838 Jonquil Lane
Paid Chk# 032014 TREE TOP CLEARING	8/2/2016	\$80.00	Sharpened 8 Blades - July 5 St
Paid Chk# 032015 U.S. HEALTHWORKS	8/2/2016	\$103.00	Vaccination for Firefighter
Paid Chk# 032016 VISA	8/2/2016	\$1,939.47	BCI Spot Check Finger Pulse Ox
Paid Chk# 032017 WARNING LITES	8/2/2016	\$605.58	Barricades/Signs - July 5 Stor
Paid Chk# 032018 WARPULA, KEN	8/2/2016	\$13.18	Fuel - 1 gallon
Paid Chk# 032019 WEX BANK	8/2/2016	\$1,203.68	FD Fuel
Paid Chk# 032020 XCEL ENERGY	8/2/2016	\$1,257.42	Fire Hall - 06/06/16 - 7/06/16
Total Checks		\$73,095.39	

FILTER: None

CITY OF HANOVER

Cash Balances

August 2016

Fund	Begin Month	GL Debits Month	GL Credits Month	Balance
100 GENERAL FUND	\$1,052,633.82	\$889.64	\$34,177.53	\$1,019,345.93
107 FIRE DEPT DONATIONS FUND	\$28,523.56	\$0.00	\$0.00	\$28,523.56
201 EDA SPECIAL REVENUE FUND	\$120,411.98	\$0.00	\$442.50	\$119,969.48
205 EDA BUSINESS INCENTIVE FUND	\$237,888.85	\$0.00	\$0.00	\$237,888.85
311 2008A GO CIP REFUNDING BOND	\$48,726.39	\$0.00	\$0.00	\$48,726.39
312 2009A GO IMP REFUNDING BOND	\$31,055.83	\$0.00	\$0.00	\$31,055.83
313 2010 GO EQUIPMENT CERTIFICATES	-\$2,783.59	\$0.00	\$0.00	-\$2,783.59
314 2011A GO IMP CROSSOVER REF BD	\$484,711.49	\$0.00	\$0.00	\$484,711.49
401 GENERAL CAPITAL PROJECTS	\$986,464.81	\$0.00	\$5,297.00	\$981,167.81
402 PARKS CAPITAL PROJECTS	\$227,811.00	\$0.00	\$1,463.50	\$226,347.50
403 FIRE DEPT CAPITAL FUND	\$178,552.83	\$0.00	\$0.00	\$178,552.83
404 HISTORICAL CAPITAL PROJ FUND	-\$44,146.10	\$0.00	\$0.00	-\$44,146.10
407 TIF REDEV DIST #1	\$9,171.78	\$0.00	\$0.00	\$9,171.78
411 FACILITIES CAPITAL PROJ FUND	\$53,613.72	\$0.00	\$2,990.00	\$50,623.72
417 EQUIPMENT CAPITAL FUND	\$108,484.54	\$0.00	\$0.00	\$108,484.54
418 STREET CAPITAL PROJ FUND	\$769,554.30	\$0.00	\$2,964.50	\$766,589.80
601 WATER ENTERPRISE FUND	\$801,380.82	\$0.00	\$0.00	\$801,380.82
602 SEWER ENTERPRISE FUND	\$257,888.92	\$0.00	\$0.00	\$257,888.92
603 STORM WATER ENTERPRISE FUND	\$161,859.76	\$0.00	\$400.00	\$161,459.76
611 WATER CAPITAL IMP FUND	\$411,815.81	\$0.00	\$0.00	\$411,815.81
612 SEWER CAPITAL IMP FUND	\$1,782,494.22	\$0.00	\$0.00	\$1,782,494.22
613 STORM WATER CAPITAL IMP FUND	\$557,337.32	\$0.00	\$0.00	\$557,337.32
804 SCHENDELS FIELD ESC FUND	\$148,253.21	\$0.00	\$0.00	\$148,253.21
809 BRIDGES AT HANOVER ESC FUND	-\$13,476.50	\$0.00	\$0.00	-\$13,476.50
811 EROSION CONTROL ESCROW FUND	\$46,750.00	\$0.00	\$8,250.00	\$38,500.00
815 LANDSCAPE ESCROW FUND	\$52,000.00	\$0.00	\$12,000.00	\$40,000.00
817 INFRASTRUCTURE ESCROW FUND	\$26,000.00	\$0.00	\$6,000.00	\$20,000.00
818 MISC ESCROWS FUND	\$6,510.65	\$0.00	\$0.00	\$6,510.65
820 BRIDGES TOWNHOMES ESC FUND	\$3,600.13	\$0.00	\$0.00	\$3,600.13
821 QUAIL PASS 2ND ADD ESCROW FD	\$11,935.61	\$0.00	\$0.00	\$11,935.61
900 INTEREST	\$0.00	\$0.00	\$0.00	\$0.00
	\$8,545,025.16	\$889.64	\$73,985.03	\$8,471,929.77

Revenue Budget by Source - General Fund

Source Alt Code	Account Descr	August 2016 Amt	2016 YTD Amt	2016 YTD Budget	2016 YTD Balance	%YTD Budget
Fund 100 GENERAL FUND						
TAXES	R 100-31000 Property Taxes - General	\$0.00	\$435,357.82	\$771,014.33	\$335,656.51	56.47%
TAXES	R 100-31020 Property Taxes - Fire	\$0.00	\$56,419.00	\$112,838.38	\$56,419.38	50.00%
TAXES	R 100-31800 Franchise Fees	\$0.00	\$3,446.35	\$12,000.00	\$8,553.65	28.72%
Source Alt Code TAXES		\$0.00	\$495,223.17	\$895,852.71	\$400,629.54	55.28%
SERVICE	R 100-34000 Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SERVICE	R 100-34101 City Hall Rent Revenue	\$0.00	\$3,433.59	\$8,000.00	\$4,566.41	42.92%
SERVICE	R 100-34107 Assessment Search Fees	\$0.00	\$175.00	\$400.00	\$225.00	43.75%
SERVICE	R 100-34108 Administrative Fees	\$0.00	\$550.00	\$2,000.00	\$1,450.00	27.50%
SERVICE	R 100-34109 Copies/Faxes	\$0.00	\$90.75	\$50.00	-\$40.75	181.50%
SERVICE	R 100-34207 Fire Protection Services	\$0.00	\$39,193.13	\$104,284.82	\$65,091.69	37.58%
SERVICE	R 100-34403 Recycling Rev/Reimb	\$0.00	\$1,784.20	\$6,000.00	\$4,215.80	29.74%
SERVICE	R 100-34740 Park & Rec Concessions	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SERVICE	R 100-34780 Park Rental Fees	\$0.00	\$2,186.67	\$3,000.00	\$813.33	72.89%
SERVICE	R 100-34940 Cemetery Revenues	\$0.00	\$3,000.00	\$2,000.00	-\$1,000.00	150.00%
Source Alt Code SERVICE		\$0.00	\$50,413.34	\$125,734.82	\$75,321.48	40.09%
MISC	R 100-36100 Special Assessments	\$0.00	\$1,414.14	\$0.00	-\$1,414.14	0.00%
MISC	R 100-36200 Miscellaneous Revenues	\$0.00	\$98,570.49	\$0.00	-\$98,570.49	0.00%
MISC	R 100-36210 Interest Earnings	\$0.00	\$3,182.74	\$1,000.00	-\$2,182.74	318.27%
MISC	R 100-36215 Investment Income/Loss	\$0.00	\$6,195.40	\$6,000.00	-\$195.40	103.26%
MISC	R 100-36230 Contributions and Donations	\$0.00	\$5,400.00	\$0.00	-\$5,400.00	0.00%
MISC	R 100-36235 Insurance Dividends	\$0.00	\$0.00	\$6,000.00	\$6,000.00	0.00%
MISC	R 100-36250 Damage Deposits	\$0.00	\$7,458.00	\$8,000.00	\$542.00	93.23%
MISC	R 100-36260 Refunds or Reimbursements	\$0.00	\$4.49	\$0.00	-\$4.49	0.00%
MISC	R 100-36290 Sale of Vehicles/Equipment	\$0.00	\$1,702.00	\$0.00	-\$1,702.00	0.00%
MISC	R 100-39203 Transfer from Other Fund	\$0.00	\$19,200.00	\$0.00	-\$19,200.00	0.00%
Source Alt Code MISC		\$0.00	\$143,127.26	\$21,000.00	-\$122,127.26	681.56%
LIC PERM	R 100-32110 Alcoholic Beverages	\$0.00	\$10,370.00	\$10,300.00	-\$70.00	100.68%
LIC PERM	R 100-32180 Other Bus. Licenses/Permits	\$0.00	\$57.00	\$100.00	\$43.00	57.00%
LIC PERM	R 100-32210 Building Permits	\$0.00	\$132,507.56	\$100,000.00	-\$32,507.56	132.51%
LIC PERM	R 100-32240 Animal Licenses	\$0.00	\$60.00	\$100.00	\$40.00	60.00%
LIC PERM	R 100-32260 Solid Waste Hauler Licenses	\$0.00	\$1,250.00	\$1,500.00	\$250.00	83.33%
LIC PERM	R 100-32270 Rental Dwelling Licenses	\$0.00	\$795.00	\$150.00	-\$645.00	530.00%
LIC PERM	R 100-32280 Other Non-Business Lic/Per	\$0.00	\$20.00	\$50.00	\$30.00	40.00%
Source Alt Code LIC PERM		\$0.00	\$145,059.56	\$112,200.00	-\$32,859.56	129.29%
INTGOVT	R 100-33400 State Grants and Aids	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INTGOVT	R 100-33401 Local Government Aid	\$0.00	\$53,748.00	\$107,496.00	\$53,748.00	50.00%
INTGOVT	R 100-33410 MV Credit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INTGOVT	R 100-33420 PERA Aid	\$0.00	\$169.50	\$339.00	\$169.50	50.00%
INTGOVT	R 100-33422 State Fire Aid	\$0.00	\$2,000.00	\$36,000.00	\$34,000.00	5.56%
INTGOVT	R 100-33426 State Police Aid	\$0.00	\$0.00	\$5,500.00	\$5,500.00	0.00%
INTGOVT	R 100-33610 County Grants/Aid for Roads	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Source Alt Code INTGOVT		\$0.00	\$55,917.50	\$149,335.00	\$93,417.50	37.44%
FINES	R 100-35100 Court Fines	\$0.00	\$1,640.46	\$1,500.00	-\$140.46	109.36%
Source Alt Code FINES		\$0.00	\$1,640.46	\$1,500.00	-\$140.46	109.36%
Fund 100 GENERAL FUND		\$0.00	\$891,381.29	\$1,305,622.53	\$414,241.24	68.27%

Revenue Budget by Source - General Fund

Source Alt Code	Account Descr	August 2016 Amt	2016 YTD Amt	2016 YTD Budget	2016 YTD Balance	%YTD Budget
		\$0.00	\$891,381.29	\$1,305,622.53	\$414,241.24	68.27%

CITY OF HANOVER
Expenditure Budget Report - General Fund

Dept Abbrev	Account Descr	August 2016 Amt	2016 YTD Amt	2016 YTD Budget	2016 YTD Balance	%YTD Budget
Fund 100 GENERAL FUND						
Dept 41110 Council						
COUNCIL	E 100-41110-111 Committee Wages/Mee	\$0.00	\$5,605.00	\$12,000.00	\$6,395.00	46.71%
COUNCIL	E 100-41110-122 FICA	\$0.00	\$347.51	\$744.00	\$396.49	46.71%
COUNCIL	E 100-41110-123 Medicare	\$0.00	\$81.28	\$174.00	\$92.72	46.71%
COUNCIL	E 100-41110-208 Training and Instructio	\$0.00	\$0.00	\$450.00	\$450.00	0.00%
COUNCIL	E 100-41110-306 Dues & Subscriptions	\$0.00	\$6,452.06	\$7,000.00	\$547.94	92.17%
COUNCIL	E 100-41110-331 Travel Expenses	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.00%
COUNCIL	E 100-41110-437 Other Miscellaneous	\$0.00	\$673.06	\$25,202.92	\$24,529.86	2.67%
Dept 41110 Council		\$0.00	\$13,158.91	\$46,570.92	\$33,412.01	28.26%
Dept 41330 Boards and Commissions						
BRDCOMM	E 100-41330-111 Committee Wages/Mee	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.00%
BRDCOMM	E 100-41330-208 Training and Instructio	\$0.00	\$0.00	\$150.00	\$150.00	0.00%
BRDCOMM	E 100-41330-331 Travel Expenses	\$0.00	\$0.00	\$100.00	\$100.00	0.00%
Dept 41330 Boards and Commissions		\$0.00	\$0.00	\$4,250.00	\$4,250.00	0.00%
Dept 41400 City Administrator						
CITYADM	E 100-41400-101 Full-Time Employees R	\$0.00	\$37,602.05	\$67,275.00	\$29,672.95	55.89%
CITYADM	E 100-41400-121 PERA	\$0.00	\$2,908.28	\$5,045.63	\$2,137.35	57.64%
CITYADM	E 100-41400-122 FICA	\$0.00	\$2,404.28	\$4,171.05	\$1,766.77	57.64%
CITYADM	E 100-41400-123 Medicare	\$0.00	\$562.29	\$975.49	\$413.20	57.64%
CITYADM	E 100-41400-134 Employer Paid Life	\$0.00	\$214.69	\$384.00	\$169.31	55.91%
CITYADM	E 100-41400-151 Med/Dental Insurance	\$0.00	\$4,882.22	\$8,400.00	\$3,517.78	58.12%
CITYADM	E 100-41400-208 Training and Instructio	\$0.00	\$410.00	\$1,500.00	\$1,090.00	27.33%
CITYADM	E 100-41400-306 Dues & Subscriptions	\$0.00	\$210.51	\$500.00	\$289.49	42.10%
Dept 41400 City Administrator		\$0.00	\$49,194.32	\$88,251.17	\$39,056.85	55.74%
Dept 41410 Elections						
ELECTION	E 100-41410-200 Office Supplies (GENER	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.00%
ELECTION	E 100-41410-310 Other Professional Serv	\$80.00	\$80.00	\$5,000.00	\$4,920.00	1.60%
ELECTION	E 100-41410-351 Legal Notices Publishin	\$110.81	\$110.81	\$300.00	\$189.19	36.94%
ELECTION	E 100-41410-400 Repairs & Maint Cont (\$0.00	\$1,014.40	\$1,000.00	-\$14.40	101.44%
Dept 41410 Elections		\$190.81	\$1,205.21	\$8,300.00	\$7,094.79	14.52%
Dept 41430 Clerical Staff						
CLERICAL	E 100-41430-101 Full-Time Employees R	\$0.00	\$23,523.69	\$42,059.16	\$18,535.47	55.93%
CLERICAL	E 100-41430-121 PERA	\$0.00	\$1,819.17	\$3,154.44	\$1,335.27	57.67%
CLERICAL	E 100-41430-122 FICA	\$0.00	\$1,503.82	\$2,607.67	\$1,103.85	57.67%
CLERICAL	E 100-41430-123 Medicare	\$0.00	\$351.77	\$609.86	\$258.09	57.68%
CLERICAL	E 100-41430-134 Employer Paid Life	\$0.00	\$728.78	\$1,080.00	\$351.22	67.48%
CLERICAL	E 100-41430-142 Unemployment Benefit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CLERICAL	E 100-41430-151 Med/Dental Insurance	\$0.00	\$4,900.00	\$8,400.00	\$3,500.00	58.33%
CLERICAL	E 100-41430-208 Training and Instructio	\$0.00	\$255.00	\$500.00	\$245.00	51.00%
CLERICAL	E 100-41430-306 Dues & Subscriptions	\$99.00	\$116.50	\$250.00	\$133.50	46.60%
Dept 41430 Clerical Staff		\$99.00	\$33,198.73	\$58,661.13	\$25,462.40	56.59%
Dept 41435 Staff Expenses						
STAFFEXP	E 100-41435-260 Uniforms	\$0.00	\$0.00	\$300.00	\$300.00	0.00%
STAFFEXP	E 100-41435-310 Other Professional Serv	\$0.00	\$150.00	\$1,000.00	\$850.00	15.00%
STAFFEXP	E 100-41435-331 Travel Expenses	\$0.00	\$172.80	\$2,000.00	\$1,827.20	8.64%
Dept 41435 Staff Expenses		\$0.00	\$322.80	\$3,300.00	\$2,977.20	9.78%
Dept 41530 Accounting						
ACCTING	E 100-41530-101 Full-Time Employees R	\$0.00	\$28,465.68	\$50,918.40	\$22,452.72	55.90%
ACCTING	E 100-41530-121 PERA	\$0.00	\$2,202.05	\$3,818.88	\$1,616.83	57.66%

CITY OF HANOVER
Expenditure Budget Report - General Fund

Dept Abbrev	Account Descr	August 2016 Amt	2016 YTD Amt	2016 YTD Budget	2016 YTD Balance	%YTD Budget
ACCTING	E 100-41530-122 FICA	\$0.00	\$1,697.43	\$3,156.94	\$1,459.51	53.77%
ACCTING	E 100-41530-123 Medicare	\$0.00	\$397.00	\$738.32	\$341.32	53.77%
ACCTING	E 100-41530-134 Employer Paid Life	\$0.00	\$571.90	\$504.00	-\$67.90	113.47%
ACCTING	E 100-41530-151 Med/Dental Insurance	\$0.00	\$6,300.00	\$10,800.00	\$4,500.00	58.33%
ACCTING	E 100-41530-208 Training and Instructio	\$25.00	\$435.00	\$1,000.00	\$565.00	43.50%
ACCTING	E 100-41530-306 Dues & Subscriptions	\$0.00	\$77.48	\$500.00	\$422.52	15.50%
ACCTING	E 100-41530-310 Other Professional Serv	\$0.00	\$2,456.80	\$3,000.00	\$543.20	81.89%
Dept 41530 Accounting		\$25.00	\$42,603.34	\$74,436.54	\$31,833.20	57.23%
Dept 41540 Auditing						
AUDITING	E 100-41540-301 Auditing and Acctg Ser	\$0.00	\$29,242.87	\$27,400.00	-\$1,842.87	106.73%
Dept 41540 Auditing		\$0.00	\$29,242.87	\$27,400.00	-\$1,842.87	106.73%
Dept 41550 Assessing						
ASSESS G	E 100-41550-310 Other Professional Serv	\$0.00	\$17,669.25	\$18,000.00	\$330.75	98.16%
Dept 41550 Assessing		\$0.00	\$17,669.25	\$18,000.00	\$330.75	98.16%
Dept 41570 Purchasing						
PURCHASE	E 100-41570-200 Office Supplies (GENER	\$0.00	\$1,685.42	\$4,000.00	\$2,314.58	42.14%
PURCHASE	E 100-41570-205 Bank Fees	\$12.63	\$74.75	\$100.00	\$25.25	74.75%
PURCHASE	E 100-41570-207 Computer Supplies	\$333.47	\$4,846.34	\$3,500.00	-\$1,346.34	138.47%
PURCHASE	E 100-41570-220 Repair/Maint Supply (G	\$0.00	\$2,443.46	\$5,800.00	\$3,356.54	42.13%
PURCHASE	E 100-41570-322 Postage	\$0.00	\$1,553.74	\$1,500.00	-\$53.74	103.58%
PURCHASE	E 100-41570-570 Office Equip and Furnis	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.00%
Dept 41570 Purchasing		\$346.10	\$10,603.71	\$18,900.00	\$8,296.29	56.10%
Dept 41600 Computer						
COMPUTER	E 100-41600-310 Other Professional Serv	\$163.00	\$2,019.73	\$4,000.00	\$1,980.27	50.49%
Dept 41600 Computer		\$163.00	\$2,019.73	\$4,000.00	\$1,980.27	50.49%
Dept 41610 City Attorney						
CITYATNY	E 100-41610-304 Legal Fees	\$2,710.20	\$16,416.36	\$21,786.56	\$5,370.20	75.35%
Dept 41610 City Attorney		\$2,710.20	\$16,416.36	\$21,786.56	\$5,370.20	75.35%
Dept 41910 Planning and Zoning						
PLANZONG	E 100-41910-310 Other Professional Serv	\$0.00	\$4,026.00	\$17,000.00	\$12,974.00	23.68%
Dept 41910 Planning and Zoning		\$0.00	\$4,026.00	\$17,000.00	\$12,974.00	23.68%
Dept 41940 General Govt Buildings/Plant						
GOVTBLDG	E 100-41940-210 Operating Supplies (GE	\$0.00	\$154.44	\$5,000.00	\$4,845.56	3.09%
GOVTBLDG	E 100-41940-220 Repair/Maint Supply (G	\$1,370.00	\$3,289.89	\$10,000.00	\$6,710.11	32.90%
GOVTBLDG	E 100-41940-306 Dues & Subscriptions	\$0.00	\$250.00	\$300.00	\$50.00	83.33%
GOVTBLDG	E 100-41940-310 Other Professional Serv	\$0.00	\$3,620.24	\$8,400.00	\$4,779.76	43.10%
GOVTBLDG	E 100-41940-321 Telephone	\$0.00	\$1,821.84	\$3,500.00	\$1,678.16	52.05%
GOVTBLDG	E 100-41940-325 Taxes	\$0.00	\$213.59	\$250.00	\$36.41	85.44%
GOVTBLDG	E 100-41940-381 Electric Utilities	\$764.74	\$4,269.26	\$9,000.00	\$4,730.74	47.44%
GOVTBLDG	E 100-41940-383 Gas Utilities	\$0.00	\$1,828.89	\$5,000.00	\$3,171.11	36.58%
GOVTBLDG	E 100-41940-384 Refuse/Garbage Dispos	\$0.00	\$1,265.98	\$2,400.00	\$1,134.02	52.75%
GOVTBLDG	E 100-41940-415 Other Equipment Renta	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
GOVTBLDG	E 100-41940-520 Buildings and Structure	\$42.50	\$1,438.10	\$5,000.00	\$3,561.90	28.76%
GOVTBLDG	E 100-41940-560 Furniture and Fixtures	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.00%
GOVTBLDG	E 100-41940-580 Other Equipment	\$0.00	\$226.16	\$1,000.00	\$773.84	22.62%
Dept 41940 General Govt Buildings/Plant		\$2,177.24	\$18,378.39	\$52,850.00	\$34,471.61	34.77%
Dept 41950 Engineer						
ENGINEER	E 100-41950-303 Engineering Fees	\$1,206.00	\$22,813.25	\$25,000.00	\$2,186.75	91.25%
Dept 41950 Engineer		\$1,206.00	\$22,813.25	\$25,000.00	\$2,186.75	91.25%

CITY OF HANOVER
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Dept Abbrev	Account Descr	August 2016 Amt	2016 YTD Amt	2016 YTD Budget	2016 YTD Balance	%YTD Budget
Dept 41960 Insurance						
INSURANCE	E 100-41960-150 Worker s Comp (GENE	\$0.00	\$8,384.37	\$9,317.50	\$933.13	89.99%
INSURANCE	E 100-41960-152 Worker s Comp Benefit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INSURANCE	E 100-41960-361 General Liability Ins	\$0.00	\$21,496.79	\$24,740.10	\$3,243.31	86.89%
Dept 41960 Insurance		\$0.00	\$29,881.16	\$34,057.60	\$4,176.44	87.74%
Dept 41970 Legal Publications						
LEGALPUB	E 100-41970-341 Employment	\$0.00	\$273.78	\$250.00	-\$23.78	109.51%
LEGALPUB	E 100-41970-343 Other Advertising	\$0.00	\$39.00	\$250.00	\$211.00	15.60%
LEGALPUB	E 100-41970-351 Legal Notices Publishin	\$63.32	\$848.29	\$2,000.00	\$1,151.71	42.41%
LEGALPUB	E 100-41970-354 Recording Fees	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
Dept 41970 Legal Publications		\$63.32	\$1,161.07	\$3,000.00	\$1,838.93	38.70%
Dept 42101 Hennepin County Sheriff						
HCSHERIFF	E 100-42101-310 Other Professional Serv	\$0.00	\$17,851.24	\$71,404.96	\$53,553.72	25.00%
Dept 42101 Hennepin County Sheriff		\$0.00	\$17,851.24	\$71,404.96	\$53,553.72	25.00%
Dept 42102 Wright County Sheriff						
WCSHERIFF	E 100-42102-310 Other Professional Serv	\$0.00	\$57,634.62	\$98,088.00	\$40,453.38	58.76%
Dept 42102 Wright County Sheriff		\$0.00	\$57,634.62	\$98,088.00	\$40,453.38	58.76%
Dept 42210 Fire Dept Administration						
FIREADMIN	E 100-42210-103 Part-Time Employees	\$0.00	\$0.00	\$34,340.00	\$34,340.00	0.00%
FIREADMIN	E 100-42210-122 FICA	\$0.00	\$0.00	\$2,129.00	\$2,129.00	0.00%
FIREADMIN	E 100-42210-123 Medicare	\$0.00	\$0.00	\$515.00	\$515.00	0.00%
FIREADMIN	E 100-42210-150 Worker s Comp (GENE	\$0.00	\$7,820.42	\$10,000.00	\$2,179.58	78.20%
FIREADMIN	E 100-42210-200 Office Supplies (GENER	\$0.00	\$0.00	\$200.00	\$200.00	0.00%
FIREADMIN	E 100-42210-305 Medical and Dental Fee	\$103.00	\$2,177.00	\$4,000.00	\$1,823.00	54.43%
FIREADMIN	E 100-42210-306 Dues & Subscriptions	\$0.00	\$355.00	\$950.00	\$595.00	37.37%
FIREADMIN	E 100-42210-361 General Liability Ins	\$0.00	\$2,491.37	\$6,119.40	\$3,628.03	40.71%
FIREADMIN	E 100-42210-437 Other Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 42210 Fire Dept Administration		\$103.00	\$12,843.79	\$58,253.40	\$45,409.61	22.05%
Dept 42220 Fire Dept Equipment						
FIREEQUIP	E 100-42220-221 Equipment Parts	\$64.80	\$1,253.71	\$15,500.00	\$14,246.29	8.09%
FIREEQUIP	E 100-42220-228 Medical Supplies	\$370.04	\$370.04	\$1,500.00	\$1,129.96	24.67%
FIREEQUIP	E 100-42220-240 Small Tools and Minor	\$0.00	\$77.54	\$850.00	\$772.46	9.12%
FIREEQUIP	E 100-42220-260 Uniforms	\$0.00	\$604.26	\$4,500.00	\$3,895.74	13.43%
FIREEQUIP	E 100-42220-580 Other Equipment	\$10.89	\$773.39	\$5,000.00	\$4,226.61	15.47%
Dept 42220 Fire Dept Equipment		\$445.73	\$3,078.94	\$27,350.00	\$24,271.06	11.26%
Dept 42240 Fire Dept Training						
FIRETRNG	E 100-42240-208 Training and Instructio	\$226.99	\$1,354.87	\$7,500.00	\$6,145.13	18.06%
FIRETRNG	E 100-42240-310 Other Professional Serv	\$729.50	\$1,480.25	\$3,000.00	\$1,519.75	49.34%
FIRETRNG	E 100-42240-331 Travel Expenses	\$0.00	\$1,511.23	\$1,500.00	-\$11.23	100.75%
Dept 42240 Fire Dept Training		\$956.49	\$4,346.35	\$12,000.00	\$7,653.65	36.22%
Dept 42260 Fire Vehicles						
FIREVEH	E 100-42260-212 Motor Fuels	\$391.69	\$1,456.33	\$5,000.00	\$3,543.67	29.13%
FIREVEH	E 100-42260-220 Repair/Maint Supply (G	\$790.85	\$7,656.56	\$9,000.00	\$1,343.44	85.07%
FIREVEH	E 100-42260-240 Small Tools and Minor	\$0.00	\$53.57	\$2,000.00	\$1,946.43	2.68%
FIREVEH	E 100-42260-323 Radio Units	\$249.50	\$3,422.00	\$7,465.00	\$4,043.00	45.84%
Dept 42260 Fire Vehicles		\$1,432.04	\$12,588.46	\$23,465.00	\$10,876.54	53.65%
Dept 42280 Fire Stations and Bldgs						
FIREBLDG	E 100-42280-215 Shop Supplies	\$0.00	\$132.27	\$1,650.00	\$1,517.73	8.02%
FIREBLDG	E 100-42280-220 Repair/Maint Supply (G	\$56.15	\$1,079.25	\$3,500.00	\$2,420.75	30.84%

CITY OF HANOVER
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Dept Abbrev	Account Descr	August 2016 Amt	2016 YTD Amt	2016 YTD Budget	2016 YTD Balance	%YTD Budget
FIREBLDG	E 100-42280-321 Telephone	\$30.32	\$213.40	\$800.00	\$586.60	26.68%
FIREBLDG	E 100-42280-325 Taxes	\$0.00	\$0.00	\$175.00	\$175.00	0.00%
FIREBLDG	E 100-42280-381 Electric Utilities	\$310.78	\$1,732.69	\$5,000.00	\$3,267.31	34.65%
FIREBLDG	E 100-42280-383 Gas Utilities	\$0.00	\$1,333.38	\$3,000.00	\$1,666.62	44.45%
Dept 42280	Fire Stations and Bldgs	\$397.25	\$4,490.99	\$14,125.00	\$9,634.01	31.79%
Dept 42290	Fire Relief Association					
FIRERELIEF	E 100-42290-124 Fire Pension Contributi	\$0.00	\$2,000.00	\$36,000.00	\$34,000.00	5.56%
FIRERELIEF	E 100-42290-125 Other Retirement Contr	\$0.00	\$0.00	\$11,133.58	\$11,133.58	0.00%
FIRERELIEF	E 100-42290-301 Auditing and Acctg Ser	\$0.00	\$6,100.00	\$6,500.00	\$400.00	93.85%
Dept 42290	Fire Relief Association	\$0.00	\$8,100.00	\$53,633.58	\$45,533.58	15.10%
Dept 42401	Building Inspection Admin					
INSPADMN	E 100-42401-310 Other Professional Serv	\$0.00	\$32,362.36	\$35,000.00	\$2,637.64	92.46%
Dept 42401	Building Inspection Admin	\$0.00	\$32,362.36	\$35,000.00	\$2,637.64	92.46%
Dept 42700	Animal Control					
ANIMCTRL	E 100-42700-310 Other Professional Serv	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
Dept 42700	Animal Control	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
Dept 42800	Cemetery					
CEMETERY	E 100-42800-310 Other Professional Serv	\$0.00	\$1,023.00	\$2,500.00	\$1,477.00	40.92%
Dept 42800	Cemetery	\$0.00	\$1,023.00	\$2,500.00	\$1,477.00	40.92%
Dept 43000	Public Works (GENERAL)					
PUBWRKS	E 100-43000-101 Full-Time Employees R	\$0.00	\$59,583.14	\$106,604.16	\$47,021.02	55.89%
PUBWRKS	E 100-43000-102 Full-Time Employees O	\$0.00	\$497.38	\$1,000.00	\$502.62	49.74%
PUBWRKS	E 100-43000-103 Part-Time Employees	\$0.00	\$7,050.21	\$15,000.00	\$7,949.79	47.00%
PUBWRKS	E 100-43000-121 PERA	\$0.00	\$4,645.14	\$7,995.31	\$3,350.17	58.10%
PUBWRKS	E 100-43000-122 FICA	\$0.00	\$4,256.34	\$6,609.46	\$2,353.12	64.40%
PUBWRKS	E 100-43000-123 Medicare	\$0.00	\$995.54	\$1,545.76	\$550.22	64.40%
PUBWRKS	E 100-43000-134 Employer Paid Life	\$0.00	\$1,086.12	\$1,584.00	\$497.88	68.57%
PUBWRKS	E 100-43000-142 Unemployment Benefit	\$0.00	\$27.50	\$500.00	\$472.50	5.50%
PUBWRKS	E 100-43000-151 Med/Dental Insurance	\$0.00	\$11,200.00	\$19,200.00	\$8,000.00	58.33%
PUBWRKS	E 100-43000-208 Training and Instructio	\$0.00	\$1,379.30	\$1,500.00	\$120.70	91.95%
PUBWRKS	E 100-43000-212 Motor Fuels	\$623.81	\$2,939.92	\$7,000.00	\$4,060.08	42.00%
PUBWRKS	E 100-43000-215 Shop Supplies	\$40.02	\$1,650.43	\$2,500.00	\$849.57	66.02%
PUBWRKS	E 100-43000-220 Repair/Maint Supply (G	\$763.71	\$3,181.44	\$6,000.00	\$2,818.56	53.02%
PUBWRKS	E 100-43000-226 Sign Repair Materials	\$0.00	\$170.70	\$1,500.00	\$1,329.30	11.38%
PUBWRKS	E 100-43000-240 Small Tools and Minor	\$1,017.40	\$1,441.16	\$5,000.00	\$3,558.84	28.82%
PUBWRKS	E 100-43000-260 Uniforms	\$259.73	\$416.64	\$2,000.00	\$1,583.36	20.83%
PUBWRKS	E 100-43000-310 Other Professional Serv	\$7,787.00	\$11,320.75	\$16,000.00	\$4,679.25	70.75%
PUBWRKS	E 100-43000-321 Telephone	\$0.00	\$1,000.33	\$2,000.00	\$999.67	50.02%
PUBWRKS	E 100-43000-325 Taxes	\$0.00	\$120.00	\$200.00	\$80.00	60.00%
Dept 43000	Public Works (GENERAL)	\$10,491.67	\$112,962.04	\$203,738.69	\$90,776.65	55.44%
Dept 43100	Hwys, Streets, & Roads					
HWYROAD	E 100-43100-220 Repair/Maint Supply (G	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 43100	Hwys, Streets, & Roads	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 43121	Paved Streets					
PAVSTRTS	E 100-43121-224 Street Maint Materials	\$0.00	\$22,958.54	\$50,000.00	\$27,041.46	45.92%
PAVSTRTS	E 100-43121-226 Sign Repair Materials	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 43121	Paved Streets	\$0.00	\$22,958.54	\$50,000.00	\$27,041.46	45.92%
Dept 43122	Unpaved Streets					
UNPAVSTS	E 100-43122-224 Street Maint Materials	\$3,663.60	\$9,116.68	\$10,000.00	\$883.32	91.17%

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Dept Abbrev	Account Descr	August 2016 Amt	2016 YTD Amt	2016 YTD Budget	2016 YTD Balance	%YTD Budget
Dept 43122	Unpaved Streets	\$3,663.60	\$9,116.68	\$10,000.00	\$883.32	91.17%
Dept 43125	Ice & Snow Removal					
	SNOWREMO E 100-43125-224 Street Maint Materials	\$0.00	\$0.00	\$15,000.00	\$15,000.00	0.00%
Dept 43125	Ice & Snow Removal	\$0.00	\$0.00	\$15,000.00	\$15,000.00	0.00%
Dept 43160	Street Lighting					
	STLGHGTG E 100-43160-381 Electric Utilities	\$112.79	\$12,890.46	\$27,000.00	\$14,109.54	47.74%
Dept 43160	Street Lighting	\$112.79	\$12,890.46	\$27,000.00	\$14,109.54	47.74%
Dept 43240	Waste (refuse) Disposal					
	REFDISPO E 100-43240-384 Refuse/Garbage Dispos	\$0.00	\$2,073.20	\$2,000.00	-\$73.20	103.66%
Dept 43240	Waste (refuse) Disposal	\$0.00	\$2,073.20	\$2,000.00	-\$73.20	103.66%
Dept 43245	Recycling: Refuse					
	RECYCLING E 100-43245-384 Refuse/Garbage Dispos	\$3,084.28	\$21,940.18	\$35,000.00	\$13,059.82	62.69%
Dept 43245	Recycling: Refuse	\$3,084.28	\$21,940.18	\$35,000.00	\$13,059.82	62.69%
Dept 45186	Senior Center					
	SRCENTER E 100-45186-437 Other Miscellaneous	\$0.00	\$3,124.65	\$8,000.00	\$4,875.35	39.06%
Dept 45186	Senior Center	\$0.00	\$3,124.65	\$8,000.00	\$4,875.35	39.06%
Dept 45200	Parks (GENERAL)					
	PARKS E 100-45200-212 Motor Fuels	\$142.12	\$790.79	\$3,000.00	\$2,209.21	26.36%
	PARKS E 100-45200-220 Repair/Maint Supply (G	\$160.00	\$2,069.22	\$6,000.00	\$3,930.78	34.49%
	PARKS E 100-45200-225 Landscaping Materials	\$0.00	\$649.88	\$7,000.00	\$6,350.12	9.28%
	PARKS E 100-45200-310 Other Professional Serv	\$0.00	\$0.00	\$6,800.00	\$6,800.00	0.00%
	PARKS E 100-45200-381 Electric Utilities	\$108.03	\$1,159.51	\$2,000.00	\$840.49	57.98%
	PARKS E 100-45200-400 Repairs & Maint Cont (\$0.00	\$1,126.60	\$3,000.00	\$1,873.40	37.55%
	PARKS E 100-45200-440 Programs	\$0.00	\$2,216.47	\$1,000.00	-\$1,216.47	221.65%
	PARKS E 100-45200-580 Other Equipment	\$380.00	\$5,755.74	\$7,000.00	\$1,244.26	82.22%
Dept 45200	Parks (GENERAL)	\$790.15	\$13,768.21	\$35,800.00	\$22,031.79	38.46%
Dept 45500	Libraries (GENERAL)					
	LIBRARY E 100-45500-437 Other Miscellaneous	\$0.00	\$8,714.06	\$10,500.00	\$1,785.94	82.99%
Dept 45500	Libraries (GENERAL)	\$0.00	\$8,714.06	\$10,500.00	\$1,785.94	82.99%
Dept 48205	Damage Deposit Refunds					
	DMGDEPRF E 100-48205-810 Refunds & Reimburse	\$400.00	\$9,149.25	\$9,000.00	-\$149.25	101.66%
Dept 48205	Damage Deposit Refunds	\$400.00	\$9,149.25	\$9,000.00	-\$149.25	101.66%
Dept 49360	Transfers Out					
	TRANSFERS E 100-49360-700 Transfers (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 49360	Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 49800	Transit (GENERAL)					
	TRANSIT E 100-49800-310 Other Professional Serv	\$0.00	\$250.00	\$1,000.00	\$750.00	25.00%
Dept 49800	Transit (GENERAL)	\$0.00	\$250.00	\$1,000.00	\$750.00	25.00%
Fund 100	GENERAL FUND	\$28,857.67	\$663,162.12	\$1,309,122.55	\$645,960.43	50.66%

CITY OF HANOVER
Expenditure Budget Report - General Fund

Dept Abbrev	Account Descr	August 2016 Amt	2016 YTD Amt	2016 YTD Budget	2016 YTD Balance	%YTD Budget
		\$28,857.67	\$663,162.12	\$1,309,122.55	\$645,960.43	50.66%

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Vice Mayor John Vajda at 5:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 2nd day of August, 2016.

The following Council Members were present:

The following Council Members were absent:

A motion to adopt the following resolution was made by _____ and seconded by _____.



RESOLUTION NO 08-02-16-84

**A RESOLUTION APPROVING PURCHASE OF
TWO IPADS AND MONTHLY DATA SERVICE**

WHEREAS, the Hanover Fire Department is requesting approval to purchase two iPads with mobile network service to be utilized in emergency response situations; and

WHEREAS, the iPads would be placed in emergency response vehicles for the purpose of responding to emergency calls.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hanover, Minnesota, hereby approves the purchase of two iPads and mobile network service for the Hanover Fire Department.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 2nd day of August, 2016.

APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Vice Mayor John Vajda at 5:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 2nd day of August, 2016.

The following Council Members were present:

The following Council Members were absent:

A motion to adopt the following resolution was made by _____ and seconded by _____.



RESOLUTION NO 08-02-16-85

A RESOLUTION APPROVING PURCHASE OF A QUICK RESPONSE KIT

WHEREAS, the Hanover Fire Department is requesting approval to purchase a Turtle Plastics Quick Response Kit (cribbing) to better assist in emergency response situations.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hanover, Minnesota, hereby approves the purchase of a Turtle Plastics Quick Response not to exceed the amount of \$648.99 per the attached quote.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 2nd day of August, 2016.

APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator

FAMILY OWNED & OPERATED
The Best Tools for the Toughest Job!

Enter keyword or item #

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TESTIMONIALS

“ I received some of your literature at the Fire Mega Show at the Nassau Coliseum in New York. We are looking to equip our new fire apparatus. I am ve

John D. Clark
R T F D Mt Hope Co#2
(NJ)

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Turtle Plastics Quick Response Kit

[Tweet](#)

\$648.99

Item Code: TP-QR-2



*Color

Quantity 1

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Detail Description

Turtle Plastics Quick Response Kit

Quick Response Kit includes:

- (2) — Step Chock
- (2) — 3W Wedge
- (1) — 1" x 9" x 9" Lock Block
- (1) — 2" x 9" x 9" Lock Block
- (1) — Double Wheel Chock Yellow
- (1) — Carrying Bag

Total Kit Weight 42 lbs

Colors: Black

Note: Freight/shipping calculation is not included in the price for this item. There may be additional shipping charges. If you need to know the actual freight/shipping cost before placing your order, contact us at 732-502-8060. Otherwise, we will contact you after we receive your order to let you know what the freight/shipping cost is to your destination.

Reviews

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Turtle Plastics Super USAR Kit - 2



Champion Double Beast Set (10,500 psi) - FD-35 Couplers



Turtle Plastics 6" x 7" x 24" Super Crib



Turtle Plastics 4" x 4" x 20" Standard Wedge



Turtle Plastics Cog and Step Chock Combo

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Vice Mayor John Vajda at 5:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 2nd day of August, 2016.

The following Council Members were present:

The following Council Members were absent:

A motion to adopt the following resolution was made by _____ and seconded by _____.



RESOLUTION NO 08-02-16-86

A RESOLUTION APPROVING PURCHASE OF A QUICK RESPONSE KIT

WHEREAS, the Hanover Fire Department is requesting approval to purchase a new portable drop tank to be used in emergency response situations; and

WHEREAS, the tank is estimated at a cost of \$700.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hanover, Minnesota, hereby approves the purchase of a portable drop tank not to exceed the amount of \$700.00.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 2nd day of August, 2016.

APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Vice Mayor John Vajda at 5:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 2nd day of August, 2016.

The following Council Members were present:

The following Council Members were absent:

A motion to adopt the following resolution was made by _____ and seconded by _____.



RESOLUTION NO 08-02-16-87

**A RESOLUTION RECOGNIZING RESIGNATIONS FROM
THE HANOVER FIRE DEPARTMENT**

WHEREAS, the Hanover Fire Department has received three notices of retirement/resignations; and

WHEREAS, the members are Jake Heinz, Larry Sperr, and Greg Snodgrass.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hanover, Minnesota, hereby recognizes and thanks each individual for their years of service.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 2nd day of August, 2016.

APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Vice Mayor John Vajda at 5:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 2nd day of August, 2016.

The following Council Members were present:

The following Council Members were absent:

A motion to adopt the following resolution was made by _____ and seconded by _____.

.....

RESOLUTION NO 08-02-16-88

**A RESOLUTION RECOGNIZING RESIGNATIONS FROM
THE HANOVER FIRE DEPARTMENT**

WHEREAS, Dee Zajicek submitted her resignation from the Park Board to the City Administrator and Council; and

WHEREAS, Zajicek’s term was 2014-2016; and

WHEREAS, the vacancy will be filled via Council Appointment.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hanover, Minnesota, hereby recognizes and thanks Zajicek for her service

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 2nd day of August, 2016.

APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Vice Mayor John Vajda at 5:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 2nd day of August, 2016.

The following Council Members were present:

The following Council Members were absent:

A motion to adopt the following resolution was made by _____ and seconded by _____.



RESOLUTION NO 08-02-16-89

A RESOLUTION APPROVING FIFTH STREET WATERMAIN PAY VOUCHER #1

WHEREAS, THE City Engineer of the City of Hanover has reviewed quantities of materials submitted for payment of work completed by RL Larson Excavating, Inc. for work completed on the Fifth Street NE Watermain Extension Project previously authorized by Council; and

WHEREAS, staff recommends to make payment as per the attached Pay Voucher #1, in the amount of \$229,418.09.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hanover, Minnesota, hereby approves Pay Voucher #1, as per the attachment.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 2nd day of August, 2016.

APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator



July 22, 2016

Mr. Brian Hagen
City of Hanover
11250 5th Street NE
Hanover, MN 55341

Re: Construction Pay Voucher No. 1
5th Street Watermain Extension
City of Hanover project No. 2016-02
WSB Project No. 2082-10

Dear Mr. Hagen:

Please find enclosed Construction Pay Voucher No. 1 (in triplicate) in the amount of \$229,418.09 for the above referenced project. The quantities completed to date have been reviewed and agreed upon by the contractor, and we hereby recommend that the City of Hanover approve Construction Pay Voucher No. 1 in the amount of \$229,418.09 for RL Larson Excavating, Inc.

The amount indicated above reflects work certified to date through July 21, 2016, with a 5% retainage applied. Please include one executed copy with the payment to RL Larson Excavating, Inc. and return one executed copy to our office for our file. If you have any questions or comments regarding this voucher, please contact me at (651) 286-8465. Thank you.

Sincerely,

WSB & Associates, Inc.

Justin Messner, PE
Project Manager

Enclosures

cc: Douglas Moen, RL Larson Excavating, Inc.

jmh



CITY OF HANOVER

11250 5th Street NE
 Hanover, MN 55341-0278
 Project 02082-10 - HANO - 5th Street Watermain Extension
 Pay Voucher No. 1

Contractor: R.L. Larson Excavating, Inc.
 2255 12th Street SE
 St. Cloud, MN 56304

Contract No.
 Vendor No.
 For Period: 6/24/2016 - 7/21/2016
 Warrant # _____ Date _____

Contract Amounts

Original Contract	\$218,433.22
Contract Changes	\$6,880.00
Revised Contract	\$225,313.22

Work Certified To Date

Base Bid Items	\$234,612.73
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$6,880.00
Material On Hand	\$0.00
Total	\$241,492.73

Funds Encumbered

Original	\$218,433.22
Additional	N/A
Total	\$218,433.22

	Work Certified This Pay Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
02082-10	\$241,492.73	\$241,492.73	\$12,074.64	\$0.00	\$229,418.09	\$229,418.09
Percent Retained: 5%				Percent Complete: 107.1809%		
Amount Paid This Pay Voucher					\$229,418.09	

This is to certify that the items of work shown in this certificate of Pay Voucher have been actually furnished for the work comprising the above mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

WSB & Associates, Inc.

Approved By R.L. Larson Excavating, Inc.

Contractor

City of Hanover

Date

Date

7-21-16

02082-10 Payment Summary

No.	From Date	To Date	Work Certified Per Pay Voucher	Amount Retained Per Pay Voucher	Amount Paid Per Pay Voucher
1	06/24/2016	07/21/2016	\$241,492.73	\$12,074.64	\$229,418.09
Totals:			\$241,492.73	\$12,074.64	\$229,418.09

02082-10 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
UNF	241,492.73	12,074.64	0.00	229,418.09	229,418.09
Totals:	\$241,492.73	\$12,074.64	\$0.00	\$229,418.09	\$229,418.09

02082-10 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Pay Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
UNF	Unfunded	229,418.09	225,313.22	218,433.22	229,418.09
Totals:		\$229,418.09	\$225,313.22	\$218,433.22	\$229,418.09

02082-10 Project Material Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
Schedule A - Base Bid									
1	2021.501	MOBILIZATION	LS	\$8,000.00	1	1	\$8,000.00	1	\$8,000.00
2	2101.502	CLEARING	TREE	\$200.00	5	5	\$1,000.00	5	\$1,000.00
3	2101.507	GRUBBING	TREE	\$150.00	5	5	\$750.00	5	\$750.00
4	2104.501	REMOVE METAL CULVERT	L F	\$10.00	100	100	\$1,000.00	100	\$1,000.00
5	2104.501	REMOVE BITUMINOUS CURB	L F	\$2.00	110	110	\$220.00	110	\$220.00
6	2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	\$6.00	350	370.9	\$2,225.40	370.9	\$2,225.40
7	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.00	350	448	\$896.00	448	\$896.00
8	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	LS	\$1,000.00	1	0	\$0.00	0	\$0.00
9	2104.604	CLEAN UP	LS	\$500.00	1	1	\$500.00	1	\$500.00
10	2105.501	COMMON EXCAVATION	C Y	\$35.00	80	175.7	\$6,149.50	175.7	\$6,149.50
11	2105.601	DEWATERING	LS	\$10,000.00	1	1	\$10,000.00	1	\$10,000.00
12	2112.604	SUBGRADE PREPARATION	S Y	\$4.00	300	370.9	\$1,483.60	370.9	\$1,483.60
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$120.00	10	10	\$1,200.00	10	\$1,200.00
14	2211.501	AGGREGATE BASE CLASS 5	TON	\$25.00	150	54	\$1,350.00	54	\$1,350.00
15	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$11.00	15	37	\$407.00	37	\$407.00
16	2360.501	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	\$174.00	35	67.56	\$11,755.44	67.56	\$11,755.44
17	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	TON	\$131.00	60	126.07	\$16,515.17	126.07	\$16,515.17
18	2501.511	15" CP PIPE CULVERT	L F	\$24.00	100	170	\$4,080.00	170	\$4,080.00
19	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$3,000.00	1	1	\$3,000.00	1	\$3,000.00
20	2504.602	HYDRANT	EACH	\$4,800.00	3	3	\$14,400.00	3	\$14,400.00
21	2504.602	6" GATE VALVE & BOX	EACH	\$1,900.00	8	8	\$15,200.00	8	\$15,200.00
22	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$35.00	20	19	\$665.00	19	\$665.00

02082-10 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
23	2504.603	6" PVC WATERMAIN	L F	\$36.00	210	179	\$6,444.00	179	\$6,444.00
24	2504.603	10" PVC WATERMAIN	L F	\$35.00	1400	1398	\$48,930.00	1398	\$48,930.00
25	2504.604	2" POLYSTYRENE INSULATION	S Y	\$50.00	15	7.1	\$355.00	7.1	\$355.00
26	2504.608	DUCTILE IRON FITTINGS	LB	\$6.25	3000	2637	\$16,481.25	2637	\$16,481.25
27	2505.601	UTILITY COORDINATION	LS	\$500.00	1	1	\$500.00	1	\$500.00
28	2535.501	BITUMINOUS CURB	L F	\$11.00	110	87	\$957.00	87	\$957.00
29	2563.601	TRAFFIC CONTROL	LS	\$1,500.00	1	1	\$1,500.00	1	\$1,500.00
30	2573.502	SILT FENCE, TYPE MS	L F	\$2.00	500	0	\$0.00	0	\$0.00
31	2575.502	SEED MIXTURE 25-141	LB	\$4.46	50	77	\$343.42	77	\$343.42
32	2575.515	MULCH MATERIAL TYPE 4	S Y	\$1.00	3400	6301.6	\$6,301.60	6301.6	\$6,301.60
33	2575.605	SEEDING	ACRE	\$158.00	0.7	1.3	\$205.40	1.3	\$205.40
Totals For Section Schedule A - Base Bid:							\$182,814.78		\$182,814.78
Schedule B - Alternate No. 1									
34	2021.501	MOBILIZATION	LS	\$1,500.00	1	1	\$1,500.00	1	\$1,500.00
35	2101.502	CLEARING	TREE	\$0.01	5	0	\$0.00	0	\$0.00
36	2101.507	GRUBBING	TREE	\$0.01	7	0	\$0.00	0	\$0.00
37	2104.501	REMOVE CONCRETE CURB	L F	\$10.00	20	0	\$0.00	0	\$0.00
38	2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	\$10.00	70	246.8	\$2,468.00	246.8	\$2,468.00
39	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$4.00	80	80	\$320.00	80	\$320.00
40	2104.521	SALVAGE WOODEN FENCE	L F	\$0.01	60	0	\$0.00	0	\$0.00
41	2104.521	SALVAGE CONCRETE PIPE CULVERT	L F	\$0.01	30	0	\$0.00	0	\$0.00
42	2104.523	SALVAGE SIGN	EACH	\$50.00	1	0	\$0.00	0	\$0.00
43	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	LS	\$0.01	1	0	\$0.00	0	\$0.00
44	2104.604	CLEAN UP	LS	\$500.00	1	1	\$500.00	1	\$500.00
45	2105.501	COMMON EXCAVATION	C Y	\$20.00	20	70	\$1,400.00	70	\$1,400.00
46	2112.604	SUBGRADE PREPARATION	S Y	\$4.00	90	246.8	\$987.20	246.8	\$987.20

02082-10 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
47	2118.501	AGGREGATE SURFACING CLASS 5 (100% CRUSHED LIMESTONE)	TON	\$0.01	10	0	\$0.00	0	\$0.00
48	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$0.01	2	0	\$0.00	0	\$0.00
49	2211.501	AGGREGATE BASE CLASS 5	TON	\$25.00	50	0	\$0.00	0	\$0.00
50	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$11.00	3	3	\$33.00	3	\$33.00
51	2360.501	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	\$173.00	8	8	\$1,384.00	8	\$1,384.00
52	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	TON	\$131.00	12	12	\$1,572.00	12	\$1,572.00
53	2501.571	INSTALL CONCRETE CULVERT	L F	\$0.01	30	0	\$0.00	0	\$0.00
54	2501571	INSTALL CONCRETE CULVERT	EACH	\$0.01	1	0	\$0.00	0	\$0.00
55	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$3,000.00	1	1	\$3,000.00	1	\$3,000.00
56	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$70.00	10	0	\$0.00	0	\$0.00
57	2504.603	10" PVC WATERMAIN	L F	\$65.00	480	536	\$34,840.00	536	\$34,840.00
58	2504.608	DUCTILE IRON FITTINGS	LB	\$6.25	850	447	\$2,793.75	447	\$2,793.75
59	2505.601	UTILITY COORDINATION	LS	\$500.00	1	1	\$500.00	1	\$500.00
60	2531.501	CONCRETE CURB & GUTTER DESIGN B618	L F	\$40.00	20	0	\$0.00	0	\$0.00
61	2557.603	INSTALL WOODEN FENCE	L F	\$0.01	60	0	\$0.00	0	\$0.00
62	2563.601	TRAFFIC CONTROL	LS	\$500.00	1	1	\$500.00	1	\$500.00
63	2564.602	INSTALL SIGN	EACH	\$100.00	1	0	\$0.00	0	\$0.00
64	2571.501	CONIFEROUS TREE 10' HT B&B	TREE	\$0.01	1	0	\$0.00	0	\$0.00
65	2571.502	DECIDUOUS TREE 2.5" CAL B&B	TREE	\$0.01	4	0	\$0.00	0	\$0.00
66	2574.525	COMMON TOPSOIL BORROW	C Y	\$0.01	100	0	\$0.00	0	\$0.00

02082-10 Project Material Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
67	2575.502	SEED MIXTURE 25-131	LB	\$0.01	1	0	\$0.00	0	\$0.00
68	2575.515	MULCH MATERIAL TYPE 4	S Y	\$0.01	1000	0	\$0.00	0	\$0.00
69	2575.605	SEEDING	ACRE	\$0.01	0.2	0	\$0.00	0	\$0.00
Totals For Section Schedule B - Alternate No. 1:							\$51,797.95		\$51,797.95
Work Order 1 - 10									
70	2504.602	10" GATE VALVE & BOX	EACH	\$3,440.00	2	2	\$6,880.00	2	\$6,880.00
Totals For Work Order 1 - 10:							\$6,880.00		\$6,880.00
Project Totals:							\$241,492.73		\$241,492.73

02082-10 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
WO1	Work Order	7/12/2016	10" Gate Valve	\$6,880.00	\$6,880.00
Contract Change Totals:				\$6,880.00	\$6,880.00

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Vice Mayor John Vajda at 5:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 2nd day of August, 2016.

The following Council Members were present:

The following Council Members were absent:

A motion to adopt the following resolution was made by _____ and seconded by _____.



RESOLUTION NO 08-02-16-90

A RESOLUTION APPROVING CONTRACT WITH THE BLUE RINGERS

WHEREAS, the City of Hanover will be celebrating its 125th Anniversary on October 8, 2016; and

WHEREAS, the event planners have requested a contract with the band The Blue Ringers.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hanover, Minnesota, hereby approves the contract in the amount of \$3,000.00 plus two meals to include food and refreshments for band members.

BE IT FURTHER RESOLVED, that the City Council has budgeted funds to be used towards the celebration.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 2nd day of August, 2016.

APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Vice Mayor John Vajda at 5:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 2nd day of August, 2016.

The following Council Members were present:

The following Council Members were absent:

A motion to adopt the following resolution was made by _____ and seconded by _____.



RESOLUTION NO 08-02-16-91

**A RESOLUTION APPROVING ANIMAL CONTROL CONTRACT WITH
THE CITY OF MONTICELLO**

WHEREAS, the City of Hanover has contracted with the City of Monticello for animal control services; and

WHEREAS, the City of Monticello has requested updating the contract to reflect changes to their fee schedule.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hanover, Minnesota, hereby approves the animal control contract as attached.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 2nd day of August, 2016.

APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator



PHONE: 763-295-2711 FAX: 763-295-4404

505 Walnut Street | Suite 1 | Monticello, MN 55362

January 27, 2016

FEB 01 2016

City of Hanover
PO Box 28
Hanover, MN 55376

To Whom it May Concern:

Please see *REVISED* agreement for Animal Control services provided by the City of Monticello. Please review and sign if you plan on continued access to this service. We will return to you an executed document. Also attached is the fee schedule adopted for 2016.

If you have any questions, please contact me at Jennifer.schreiber@ci.monticello.mn.us or 763-271-3204.

Sincerely,

Jennifer Schreiber
City Clerk
City of Monticello

Agreement of Understanding

On this _____ day of _____, 2016, the City of Monticello, Minnesota, hereinafter referred to as the City, and the City of Hanover, hereinafter referred to as the client, so hereby agree as follows:

1. The city, upon reasonable request from the client, shall open the Animal Impound Facility for the delivery and intake of stray, unwanted, or loose animals in the custody of the client. The client shall provide the City with all pertinent information known about animals delivered including, but not limited to, attacks on humans, ownership, veterinary medical history, disposition and any information known by the client that affects the public health and safety.
2. The City shall provide shelter, care, and feeding for the animals while impounded.
3. The client shall pay to the City an annual fee and a fee per day for impoundment set by the City's annual fee schedule. State statute requires the holding of strays for 5 business days. Saturday and Sunday are not considered a business day.
4. The City shall, upon completion of the required impoundment duration, deliver the animal to a qualified professional for humane disposal (euthanasia), or adopt the animal through the Humane Society, or private adoption.
5. The client shall reimburse the City a fee per the City's annual fee schedule for any type of disposal of an animal, including euthanasia, private adoption, or Humane Society adoption.
6. The City shall prepare and issue monthly an itemized state of charges showing dates, length of impoundment, disposal, and when possible, the name of the owner of the animal.
7. The City shall hold the client harmless for any damage to the impound facility caused by any animal property delivered to the facility.
8. The City shall hold the client harmless for any injury to and/or damage to the possessions of the City Animal Control Officer while the animal is impounded or otherwise under the responsibility of the City.
9. The City shall hold the client harmless against all claims of maltreatment, negligence, and/or wrongful death of any animal while the animal is impounded or otherwise under the responsibility of the City.
10. Either party, upon 30-day written notice to the other party, may discontinue this agreement.

This agreement is hereby adopted and entered into the _____ of _____, 2016.

City of Monticello
City Administrator

City of Hanover

TITLE 20 - CHAPTER I

2016 FEE SCHEDULE - CITY OF MONTICELLO

Fee Schedule Rates supercede amounts shown in city ordinances or policies which are dated prior to the fee schedule.

ANIMAL CONTROL

Boarding Fee:	\$16/per day + tax	
Boarding Access Fee	\$250 per entity	
Dog License		
Altered Pet	\$15 - 2 years	
Unaltered Pet	\$20 - 2 years	
Altered Pet	\$8.00 - 1 year	
Unaltered Pet	\$10 - 1 year	
Late Fee	\$5	
Replacement Tag	\$2+ tax	
Euthanization/Disposal Fee	\$40 per animal + tax	\$40
Fine: Running at Large: First offense	<u>Licensed</u>	<u>Unlicensed</u>
Second offense	\$25	\$35
Third offense	\$35	\$45
If impounded	\$50	\$60
	Add boarding fee (plus tax)	
Permit for Keeping Fowl on Premises	\$50	
Annual renewal for current permit	\$25	

CEMETERY

Administrative Fee	\$75	
Cremation Disinterment	\$100	
Flat Marker setting with 4" concrete border	\$175	
Frost Charge (excavations December through March)	\$100	
Grave Excavation Fee:		
Weekday	\$400	
Weekend	\$450	
Infant Grave Excavation - Weekday	\$100	
Infant Grave Excavation - Weekend	\$125	
Cremation Grave Excavation - Weekday	\$80	
Cremation Grave Excavation - Weekend	\$105	
Grave Purchasing Fee:	<u>Resident</u>	<u>Non-Resident</u>
Full Grave (4'x12') Flush Marker Area	\$950	\$1,150
Full Grave (4'x12') Raised Marker Area	\$1,050	\$1,250
Infant Grave (2'x6')	\$300	\$325
Cremation Grave (4'x4')	\$525	\$625
Grave Staking Fee (monument or excavation)	\$55	
Grave Transfer Fee.	\$15	
Memorial Plaque (Bronze) Stone:	Cost + \$10 + sales tax	
Opening and closing of Niche	\$55	
Perpetual Care Fee		
New Grave Sales	Included in grave price (Maint. not taxable - Plant Care taxable)	
Grave Sold Pre-1960	\$100	
Plant stand	\$35 (includes tax)	

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Vice Mayor John Vajda at 5:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 2nd day of August, 2016.

The following Council Members were present:

The following Council Members were absent:

A motion to adopt the following resolution was made by _____ and seconded by _____.

.....

RESOLUTION NO 08-02-16-92

**A RESOLUTION APPROVING PUBLIC WORKS FACILITY
CONSTRUCTION MANAGER CONTRACT WITH KINGHORN CONSTRUCTION**

WHEREAS, the City of Hanover has been working with Kinghorn Construction in the design phase of a public works facility; and

WHEREAS, the City of Hanover and Kinghorn Construction wish to enter into a construction manager contract for the remainder of the design and build process of the Hanover Public Works Facility.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hanover, Minnesota, hereby approves the construction manager contract as attached.

BE IT FURTHER RESOLVED, that the City Council authorizes its' City Administrator to sign all documents required to enter into the contract.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 2nd day of August, 2016.

APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator

June 23, 2016

Mr. Brian Hagen
City Administrator
City of Hanover
11250 5th Street NE
Hanover, MN 55341

Re: Proposed City Maintenance Facility Contract

Dear Brian:

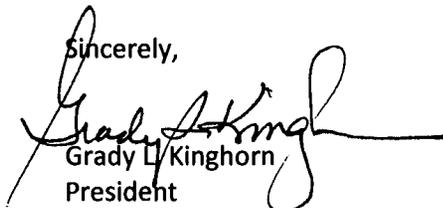
Attached is the contract from Kinghorn for construction management of the City of Hanover Public Works Maintenance facility. Since we are handling the pre-construction phase exactly the same as the City of Dayton. Your City Attorney, Jay T. Squires (also City Attorney for Dayton) reviewed their contract and made requests for changes. We came to an acceptable contract which is duplicated here. Also enclosed is a letter to their interim administrator outlining those changes. Since that letter one additional change was requested by the city for the insurance portion which we have added at the bottom of page 5. It states 'The construction manager will provide a waiver of subrogation on the general liability policy and workers compensation policies in favor of the City of Dayton'. Of course on yours it states Hanover. We had no trouble with that and made the change for you as well.

Currently they are deciding the amount of Professional Liability Insurance they want us to carry. It looks like it may be \$1,000,000. Since your project is about half of theirs we have already inserted \$1,000,000. In your contract which should be more than sufficient.

This is the contract but it has draft printed on it. The reason is in case the city wants to make any further changes we can do them if all parties agree and then print it out finalized.

Any questions, please call me or Tina. Thanks Brian.

Sincerely,



Grady L. Kinghorn
President

June 10, 2016

Ms. Tina Goodroad, AICP
Planning and Development Director
City of Dayton
12260 South Diamond Lake Road
Dayton, MN 55327

Re: attached CM contract

Tina,

The attached C132-2009 Construction Manager Contract has been completed with the changes requested by the City Attorney, Jay T. Squires with the following exceptions:

- Section 3.3.14 no change
- Section 2.5 is vague and we don't know who or how that would be determined nor how consent would work so we eliminated **and consent**.
- Section 3.3.3 With our office being 5 minutes away we would rather have the documents in a secure environment and not subject to after- hours vandalism. With computers we have electronic access at all times as well. We removed the words **on-site**
- Sections 3.2.9
- 3.2.16
- 3.3.4
- 3.3.7 We included a phrase requesting all Documents before start of project. We are providing most of the documents but want to go over everything before starting to make sure we are all on the same page looking at the same documents.
- Section 5.11 no change, owner does have an obligation to share discoveries with CM on timely basis. Information is crucial and time sensitive to avoid delays or costly changes.
- Section 8.2.4 We agree that litigation is the preferred method and added a clarification that all parties would waive a jury and any litigation will be tried before the court, without a jury.

Thanks for your help in this fast march two days in getting these contracts completed. If you have questions please call John Studer or myself.

Sincerely,

Grady L. Kinghorn

DRAFT AIA® Document C132™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the «Tenth» day of «June» in the year «Two Thousand Sixteen»

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

« »City of Hanover
« »11250 5th Street NE
« »Hanover, MN 55341
« »

and the Construction Manager:

(Name, legal status, address and other information)

« »Kinghorn Construction
« »21830 Industrial Court
« »Rogers, MN 55374
« »

for the following Project:

(Name, location and detailed description)

« »City of Hanover
« »Public Works/Police Facility
« »

The Architect:

(Name, legal status, address and other information)

« »D.J. Mehin Architects
« »203 NW 1st Ave, Ste. B
« »Faribault, MN 55021
« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

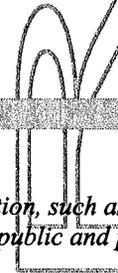
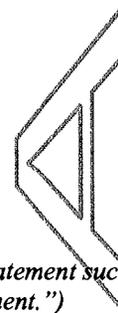
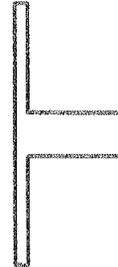
This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT



ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

«N/A »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction schedule:
.1 Design phase milestone dates, if any:

«Unknown at time of execution»

.2 Commencement of construction:

«Unknown at time of execution»

.3 Substantial Completion date or milestone dates:

«Unknown at time of execution»

.4 Other:

« »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

«Competitive Bid »

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

«N/A »

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

«N/A »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

« Brian Hagen, City Administrator »

« »
« »
« »
« »
« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

«N/A »

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

«Lot Survey Company »
«7601 73rd Avenue North »
«Brooklyn Park, MN55428 »
« »
« »

.2 Geotechnical Engineer:

«American Engineering Testing»
«550 Cleveland Avenue N»
«St. Paul, MN 55114»
«»
«»

.3 Civil Engineer:

«Scott Dahlke»
«Civil Engineering Site Design»
«118 East Broadway St., PO Box 566»
«Monticello, MN 55362»
«»

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

«N/A»

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

«Kinghorn Construction»
«21830 Industrial Court»
«Rogers, MN 55374»
«763-428-8088»
«»
«»

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

«John Studer, John Kinghorn, Scott Russ, and Grady Kinghorn»

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

(List name, legal status, address and other information.)

«N/A»
«»
«»
«»
«»

.2 Other consultants:

«N/A»

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

«N/A»

§ 1.1.15 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than «Three million» (\$ «3,000,000») for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than «One million» (\$ «1,000,000») combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than «Five Hundred Thousand» (\$ «500,000»).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than «One Million» (\$ «1,000,000») per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. The construction manager will provide a waiver of subrogation on the general liability policy and workers compensation policies in favor of the City of Dayton.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment

of responsibilities are included in the proposed Contract Documents. (City to supply CM all contract documents before project starts.)

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall divide the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents. (City to supply CM all contract documents before project start.)

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall prepare Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed, or as necessary.

§ 3.3.3 The Construction Manager shall provide administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents. (City to supply CM all contract documents before project start.)

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule. (City to supply CM all Contract documents before project start.)

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1** Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2** Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the

Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and

.11 Any other items the Owner may require:

«N/A»

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

«N/A»

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager..

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager’s responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	« Owner »	
§ 4.1.2 Architectural interior design(B252™-2007)	Owner	
§ 4.1.3 Tenant-related services	Owner	
§ 4.1.4 Commissioning (B211™-2007)	Not Provided	
§ 4.1.5 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner’s written authorization. If written authorization is not received prior to the provision of an additional service, the Construction Manager shall not be entitled to compensation for said services.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;

- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner in writing as soon as possible but in any event within seven days, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within ~~«Twelve»~~ (~~«12»~~) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. Nothing herein shall be deemed to create an obligation on The Owner to defend or indemnify the Construction Manager for its alleged wrongful or negligent acts or omissions.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction. The parties agree they will waive a jury and any litigation will be tried before the court, without a jury.
- Other: *(Specify)*
-

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus

an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This section is

subject to the Minnesota Data Practices Act, and the Construction Manager shall maintain its records consistent with the requirements of the Act.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« »

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« 7 % of total cost of construction »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Cost plus 7% »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

« Cost plus 7% »

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus « » percent (« » %), or as otherwise stated below:

« 7% »

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate (\$0.00)
« Site Supervisor »	\$80 Hour
Carpenter	\$75 Hour
Labourer	\$65 Hour

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;

- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus «Zero» percent («0» %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of «\$» (\$ «») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «Thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

«1» % «Annual»

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

« »

- .4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)



This Agreement is entered into as of the day and year first written above.

« »

OWNER (Signature)

« »« »

(Printed name and title)

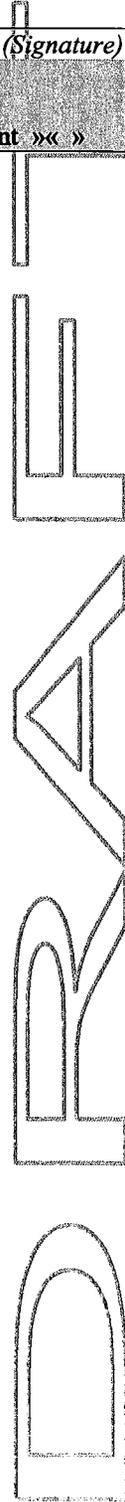
« »

CONSTRUCTION MANAGER (Signature)

« »

Grady L. Kinghorn, President »« »

(Printed name and title)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Agency, Inc. 5851 Cedar Lake Road P O Box 16527 Minneapolis MN 55416	CONTACT NAME: Pam Johnson PHONE (A/C No. Ext): (952) 545-1230 FAX (A/C No.): (952) 593-8733 E-MAIL ADDRESS: pamj@americanagencymn.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Selective Ins Co of America</td> <td>12572</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Ins Co of America	12572	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
INSURED Kinghorn Company 21830 Industrial Court Rogers MN 55374														

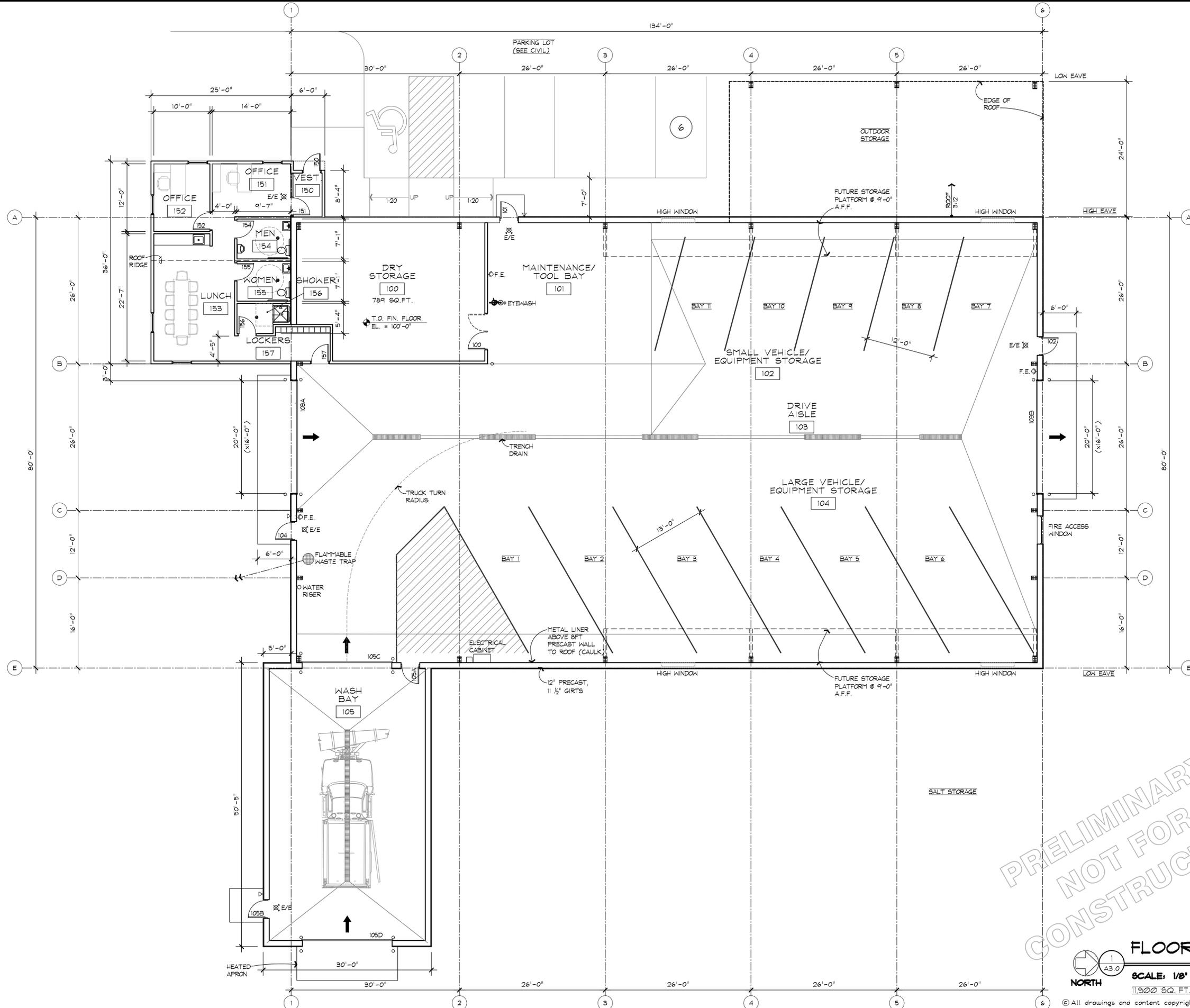
COVERAGES **CERTIFICATE NUMBER:** CL162139693 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			S2198996	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S2198996	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2198996	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			9026504	2/1/2016	2/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Contractors Equipment			S2198996	2/1/2016	2/1/2017	Leased/Rented Equipment \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Hanover is additional insured under the Commercial General Liability when required by written contract. Waiver of Subrogation applies in favor of the City of Hanover under the Commercial General Liability and Workers' Compensation when required by written contract.

CERTIFICATE HOLDER City of Hanover 11250 5th St NE Hanover, MN 55341	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Randy Nielson/PJJ
--	---



DESIGNED	DJM
DRAWN	NES
CHECKED	DJM
PROJECT	16-005
REVISIONS	

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. (architectural only)

DAVID J. MEDIN
 License No. 0898
 Date Mar 11, 2016

CITY OF HANOVER
 PUBLIC WORKS
 HANOVER, MINNESOTA
 203 N.W. First Ave.
 Faribault, MN 55021
 507/334-2252



PRELIMINARY
 NOT FOR
 CONSTRUCTION

FLOOR PLAN
 NORTH
 SCALE: 1/8" = 1'-0"
 11,900 SQ. FT.

FLOOR PLAN
 A3.0

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**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Vice Mayor John Vajda at 5:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 2nd day of August, 2016.

The following Council Members were present:

The following Council Members were absent:

A motion to adopt the following resolution was made by _____ and seconded by _____.

.....

RESOLUTION NO 08-02-16-93

**A RESOLUTION ORDERING ADVERTISEMENT FOR BIDS FOR THE
SOIL CORRECTION AND GRADING FOR THE PUBLIC WORKS FACILITY**

WHEREAS, the City is proposing to construct a public works facility located at 11149 5th St. NE, Hanover; and

WHEREAS, the City Council has previously approved a building floor plan and preliminary site plan for purposes of obtaining estimates on the project costs; and

WHEREAS, the City Council now desires to obtain official bids on the soil correction and grading phase of the project.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hanover, Minnesota, hereby authorizes its' City Administrator and Construction Manager to advertise for bids on the soil correction and grading phase of the project in accordance with all applicable regulations.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 2nd day of August, 2016.

APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator

STAFF REPORT



To: Council Members
Planning Commission Members
Cindy Nash, Planner
Brian Hagen, City Administrator

From: Amy L. Biren, Administrative Assistant
Staff Liaison to Planning Commission

Date: July 26, 2016

Re: Review of Planning Commission Meeting
July 25, 2016

The Planning Commission **recommended Council approval** of the following:

- **Resolution XXX, Approving an Amendment to a Conditional Use Permit for the Sales and Warehousing of Automotive Parts**

The Commission felt that the concerns of the members had been met and compromises had been made so that both the applicant, Mike Straub of Rhino Imported Auto, and the City would be satisfied with the new CUP. The original CUP would be repealed and replaced by a new one as outlined in the Resolution. No outdoor storage, fenced or otherwise, would be allowed and the number of cars will be limited to six (6). In addition, the forklift will be parked around the back corner of the building and the flatbed truck will be allowed in the parking area. When Straub's trailer is needed, that will be allowed on the property. The Commission felt that the parking area should be gravel as a paved area would incur too much damage. A condition was added that should a lapse of one year of the premises not being used as stated in the CUP, the CUP will expire.

- **Ordinance 2016-5 Amending Chapter 10, Opting-Out of the Requirements of Minnesota Statutes, Section 462.3593**

The Planning Commission held the Public Hearing as advertised regarding this newly created law. No one from the public was present to speak to the amendment. Having read through the materials provided by City Planner Cindy Nash, the Commission agreed that opting-out of allowing temporary dwellings on properties for the specific purpose of housing caregivers is best for the City of Hanover.

In other business, the Planning Commission looked at the drafted definition of Floor Area and the minimum square footage above grade amount of 1000 square feet. They suggested a grammatical change to the definition as well as adding "crawl space" to the area not counted towards the above grade square footage. During the Citizen's Forum, residents suggested the Commission and Council take a look at the orientation of homes as well. The Public Hearing on the Amendments to the Performance Standards for Construction of Single Family Dwellings will take place at the August 22nd meeting. The Commission will then vote on its recommendation to Council for the September 6th meeting.

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Vice Mayor John Vajda at 5:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 2nd day of August, 2016.

The following Council Members were present:

The following Council Members were absent:

A motion to adopt the following resolution was made by _____ and seconded by _____.



RESOLUTION NO 08-02-16-94

**A RESOLUTION APPROVING AN AMENDMENT TO A CONDITIONAL USE PERMIT
FOR THE SALES AND WAREHOUSING OF AUTOMOTIVE PARTS**

WHEREAS Michael Straub (“Applicant”) owns property located at 11103 River Road N.E; and

WHEREAS, the Subject Property is zoned B-1, Downtown River Business District; and

WHEREAS, the applicant submitted an application to amend an existing Special Use Permit to operate a Warehouse/Retail Sales operation which was approved on April 16, 1991 as Resolution No. 07-91-04; and

WHEREAS the public hearing was properly noticed and scheduled for the March 28, 2016 Planning Commission meeting; and

WHEREAS the application was reviewed by the Planning Commission at meetings on March 28, June 27 and July 25, 2016 and recommended approval of the request; and

WHEREAS the City Council reviewed the request in regards to this property at a meeting on August 2, 2016; and

WHEREAS the City Council concurred with the recommendation of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby approve the Conditional Use Permit for this property subject to the following conditions:

1. This Conditional Use Permit repeals and replaces Resolution #07-91-04 and any and all other prior approvals pertaining to the Subject Property.
2. The only use permitted for the Subject Property is the sales and warehousing of new, used and rebuilt automotive parts, and the associated deconstruction of used automobiles for processing into used auto parts. No other use of the property is

permitted except those as permitted in the Hanover Zoning Ordinance as amended from time to time.

3. The property shall operate in conformance with the Site Plan prepared by Otto Associates dated May 16, 2016 attached hereto as Exhibit "A" except that the "Proposed Fenced Storage Area" is not permitted.
4. No outside storage is permitted. The area shown on the Site Plan as "Proposed Fenced Storage Area" is not allowed.
5. Up to six vehicles that are substantially intact (not more than one body component such as a door or hood missing) but awaiting processing may be parked outside the building. All of said vehicles shall be stored in the location shown as "Proposed Gravel" and must be parked in an orderly fashion and not stacked. This area must be a maintained gravel surface. No vehicles that have been partially dismantled or any automotive components may be stored outside the building.
6. A forklift and a flatbed and trailer are the only other items that may be stored outside the building.
7. Operating hours are allowed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and 7:00 a.m. and 6:00 p.m. Saturday.
8. The use shall maintain compliance with all noise and nuisance related ordinances of the City Code, as may be amended from time to time.
9. The use and site shall be in compliance with any Federal, State or County law or regulation that is applicable and any related permits shall be obtained and documented to the City.
10. The site (exterior) must be free of items contributing to blighting conditions including, but not limited to, dilapidated machinery, equipment and tools, used tires, automotive parts, and other similar items.
11. The property shall remain in substantial conformance with all performance standards contained within the City Zoning Ordinance and City Code.
12. The use must be in compliance with all applicable noise regulations.
13. The use must be in compliance with all other federal, state and local regulations, as may be amended from time to time.

14. The owner shall, upon reasonable advance notice, provide City staff and/or its agents with access to the property for inspection for compliance with this Conditional Use Permit and other relevant codes.
15. A lapse of one year during which the premises are not used for the purposes provided for in this permit shall cause the permit to expire and be of no further consequence.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 2nd day of August, 2016.

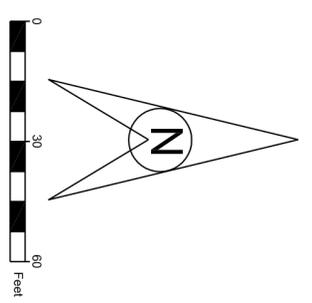
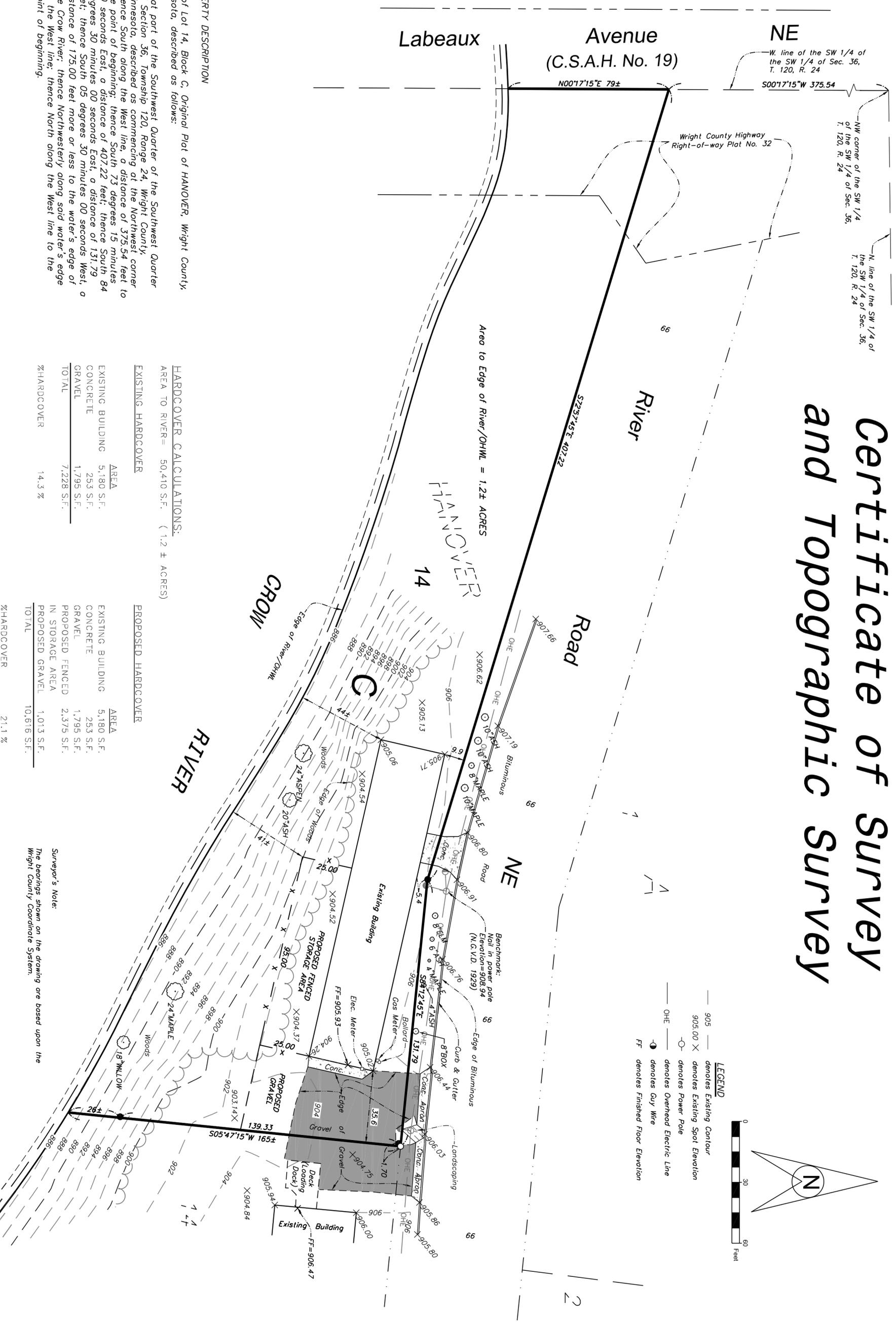
APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator

Certificate of Survey and Topographic Survey



- LEGEND**
- 905 — denotes Existing Contour
 - 905.00 X denotes Existing Spot Elevation
 - denotes Power Pole
 - OHE — denotes Overhead Electric Line
 - denotes Guy Wire
 - FF denotes Finished Floor Elevation

HARDCOVER CALCULATIONS:
AREA TO RIVER = 50,410 S.F. (1.2 ± ACRES)

EXISTING HARDCOVER		PROPOSED HARDCOVER	
AREA	AREA	EXISTING BUILDING	AREA
EXISTING BUILDING	5,180 S.F.	CONCRETE	253 S.F.
CONCRETE	253 S.F.	GRAVEL	1,795 S.F.
GRAVEL	1,795 S.F.	PROPOSED FENCED IN STORAGE AREA	2,375 S.F.
TOTAL	7,228 S.F.	PROPOSED GRAVEL	1,013 S.F.
%HARDCOVER	14.3 %	TOTAL	10,616 S.F.
		%HARDCOVER	21.1 %

Surveyor's Note:
The bearings shown on the drawing are based upon the Wright County Coordinate System.

PROPERTY DESCRIPTION

Part of Lot 14, Block C, Original Plat of HANOVER, Wright County, Minnesota, described as follows:
That part of the Southwest Quarter of the Southwest Quarter of Section 36, Township 120, Range 24, Wright County, Minnesota, described as commencing at the Northwest corner thence South along the West line, a distance of 375.54 feet to the point of beginning; thence South 73 degrees 15 minutes 00 seconds East, a distance of 407.22 feet; thence South 84 degrees 30 minutes 00 seconds East, a distance of 131.79 feet; thence South 05 degrees 30 minutes 00 seconds West, a distance of 175.00 feet more or less to the water's edge of the Crow River; thence Northwesterly along said water's edge to the West line; thence North along the West line to the point of beginning.

Certificate of Survey and Topographic Survey on part of the SW 1/4 of the SW 1/4 of Section 36, Township 120, Range 24, Wright County, Minnesota.

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

Revised: Paul E. Otto
Paul E. Otto
License #440062 Date: 5-25-16

Requested By:

PHILLIPS Architects & Contractors, Ltd.

Date: 5-16-16
Drawn By: T.J.B.
Scale: 1"=30'
Checked By: P.E.O.

P.E.O. TTO ASSOCIATES
Engineers & Land Surveyors, Inc.
www.ottoassociates.com
9 West Division Street
Buffalo, MN 55313
(763)882-4727
Fax: (763)882-3522

● denotes iron monument found
○ denotes 1/2 inch by 1/4 inch iron pipe set and marked by License #440062
Project No. 16-0249

Collaborative Planning, LLC

PO Box 251
Medina, MN 55340
763-473-0569

Memorandum

Date: July 25, 2016
To: Planning Commission
From: Cindy Nash, City Planner
RE: Rhino Imported Auto Conditional Use Permit

Overview of Request

The subject property is currently zoned B-1 (Downtown River Business District) and an application has been received for an amendment to the existing Conditional Use Permit. The property is located at 11103 River Road.

The application is included in your packets and contains their proposed request. A copy of the minutes from the 1991 public hearing and the Special Use Permit are also included in the packet.

Evaluation of Request

The applicant is seeking permission to change the existing permit to allow for a 25' x 95' fenced exterior storage area at the south side of the building. That area will store larger auto parts and business equipment such as the forklift.

Open and outdoor storage is not permitted in the B-1 District.

The shoreland management overlay district requires a 75-foot setback. The existing building does not meet that setback, but is grandfathered in. New structures or additions to existing structures would be required to meet the setback.

Parking areas in the shoreland management overlay district should meet the 75-foot setback when feasible and practical, but shall not be less than 50 feet from the ordinary high water level. The proposed parking area meets the 50-foot requirement. The Zoning Ordinance requires that parking areas shall be of a durable and dustless surface such as asphalt or cement. However, this area has been gravel at various points and used for parking and based on discussion at the June Planning Commission meeting it was determined that gravel is a more suitable surface in this location provided that it is maintained.

Portions of the property are within both the existing floodplain and the new proposed floodplain. Parts of this property are located within the Special Flood Hazard Area.



The applicant provided an extension for the review time frame to August 31, 2016 as per the attached letter.

Recommendation

It is recommended that the Planning Commission recommended approval of the draft resolution amending a Conditional Use Permit to the City Council. The applicant has reviewed it and found the conditions acceptable. In addition, the City Attorney has reviewed the draft amended Conditional Use Permit.

May 19, 2016

Cindy Nash, AICP
Collaborative Planning, LLC
City Planner for Hanover, MN
PO Box 251
Medina, MN 55340

Brian Hagen
City of Hanover
11250 5th Street NE
Hanover, MN 55431

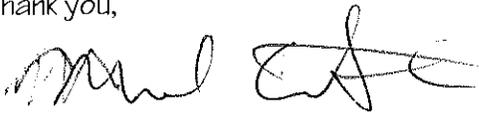
RE: Conditional Use Permit Application
Case # 2015-1, Submitted March 4, 2016
11103 River Road NE

Ms. Nash & Mr. Hagen:

As the owner of the property at 11103 River Road NE and as the applicant for an amended Conditional Use Permit submitted March 4, 2016, I request that the City of Hanover extend the review period until August 31, 2016.

The surveyor finally was out to complete the field work last Tuesday. I expect to see the survey drawings sometime next week. This extension will allow me to complete the additional submittals as requested at the planning commission on March 28, 2016. I appreciate your consideration in extending the deadline per my request.

Thank you,



Michael A. Straub
2330 Chalet Drive
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**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

ORDINANCE NO. 2016-05

**AN ORDINANCE AMENDING CHAPTER 10,
OPTING-OUT OF THE REQUIREMENTS OF
MINNESOTA STATUTES, SECTION 462.3593**

WHEREAS, on May 12, 2016, Governor Dayton signed into law the creation and regulation of temporary family health care dwellings, codified at Minn. Stat. § 462.3593, which permit and regulate temporary family health care dwellings;

WHEREAS, subdivision 9 of Minn. Stat. §462.3593 allows cities to “opt out” of those regulations;

THE CITY COUNCIL OF THE CITY OF HANOVER ORDAINS as follows:

Section 1. Hanover City Code, Section 10.70 is added as follows:

SEC. 10.70 OPT-OUT OF MINNESOTA STATUTES, SECTION 462.3593

Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City of Hanover opts-out of the requirements of Minn. Stat. §462.3593, which defines and regulates Temporary Family Health Care Dwellings.

Section 2. This Ordinance shall be effective immediately upon its passage and publication.

Adopted by the Hanover City Council this 2nd day of August, 2016.

APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator

Temporary Family Health Care Dwellings of 2016

Allowing Temporary Structures – What it means for Cities

Introduction:

On May 12, 2016, Gov. Dayton signed, into law, a bill creating a new process for landowners to place mobile residential dwellings on their property to serve as a temporary family health care dwelling.¹ Community desire to provide transitional housing for those with mental or physical impairments and the increased need for short term care for aging family members served as the catalysts behind the legislature taking on this initiative. The resulting legislation sets forth a short term care alternative for a “mentally or physically impaired person”, by allowing them to stay in a “temporary dwelling” on a relative’s or caregiver’s property.²

Where can I read the new law?

Until the state statutes are revised to include bills passed this session, cities can find this new bill at [2016 Laws, Chapter 111](#).

Does the law require cities to follow and implement the new temporary family health care dwelling law?

Yes, unless a city opts out of the new law or currently allows temporary family health care dwellings as a permitted use.

Considerations for cities regarding the opt-out?

These new temporary dwellings address an emerging community need to provide more convenient temporary care. When analyzing whether or not to opt out, cities may want to consider that:

- The new law alters a city’s level of zoning authority for these types of structures.
- While the city’s zoning ordinances for accessories or recreational vehicles do not apply, these structures still must comply with setback requirements.
- A city’s zoning and other ordinances, other than its accessory use or recreational vehicle ordinances, still apply to these structures. Because conflicts may arise between the statute and a city’s local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.

¹ [2016 Laws, Chapter 111](#).

² Some cities asked if other states have adopted this type of law. The only states that have a somewhat similar statute at the time of publication of this FAQ are North Carolina and Virginia. It is worth noting that some states have adopted Accessory Dwelling Unit (ADU) statutes to allow granny flats, however, these ADU statutes differ from Minnesota’s Temporary Health Care Dwelling law.

- Although not necessarily a legal issue for the city, it seems worth mentioning that the permit process does not have the individual with the physical or mental impairment or that individual's power of attorney sign the permit application or a consent to release his or her data.
- The application's data requirements may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act.
- The new law sets forth a permitting system for both cities and counties³. Cities should consider whether there is an interplay between these two statutes.

Do cities need to do anything to have the new law apply in their city?

No, the law goes into effect Sept. 1, 2016 and automatically applies to all cities that do not opt out or don't already allow temporary family health care dwellings as a permitted use under their local ordinances.

Do cities lose the option to opt out after the Sept. 1, 2016 effective date?

No, the law does not set a deadline for opting out, so cities can opt out after Sept. 1, 2016. However, if the city has not opted out by Sept. 1, 2016, then the city must not only have determined a permit fee amount⁴ before that date (if the city wants to have an amount different than the law's default amount), but also must be ready on that date to accept applications and process the permits in accordance with the short timeline required by the law. Cities should consult their city attorney to analyze how to handle applications submitted after Sept. 1, 2016, but still pending at the time of a later opt out.

What if a city already allows a temporary family health care dwelling as a permitted use?

If the city already has designated temporary family health care dwellings as a permitted use, then the law does not apply and the city follows its own ordinance. The city should consult its city attorney for any uncertainty about whether structures currently permitted under existing ordinances qualify as temporary family health care dwellings.

What process should the city follow if it chooses to opt out of this statute?

Cities that wish to opt out of this law must pass an ordinance to do so. The statute does not provide clear guidance on how to treat this opt-out ordinance. However, since the new law adds section 462.3593 to the land use planning act (Minn. Stat. ch. 462), arguably, it may represent the adoption or an amendment of a zoning ordinance, triggering the requirements of Minn. Stat. § 462.357, subd. 2-4, including a public hearing with 10-day published notice. Therefore, cities may want to err on the side of caution and treat the opt-out ordinance as a zoning provision.⁵

³ See Minn. Stat. §394.307

⁴ Cities do have flexibility as to amounts of the permit fee. The law sets, as a default, a fee of \$100 for the initial permit with a \$50 renewal fee, but authorizes a city to provide otherwise by ordinance.

⁵ For smaller communities without zoning at all, those cities still need to adopt an opt-out ordinance. In those instances, it seems less likely that the opt-out ordinance would equate to zoning. Because of the ambiguity of the

Does the League have a model ordinance for opting out of this program?

Yes. Link to opt out ordinance here: [Temporary Family Health Care Dwellings Ordinance](#)

Can cities partially opt out of the temporary family health care dwelling law?

Not likely. The opt-out language of the statute allows a city, by ordinance, to opt out of the requirements of the law but makes no reference to opting out of parts of the law. If a city wanted a program different from the one specified in statute, the most conservative approach would be to opt out of the statute, then adopt an ordinance structured in the manner best suited to the city. Since the law does not explicitly provide for a partial opt out, cities wanting to just partially opt out from the statute should consult their city attorney.

Can a city adopt pieces of this program or change the requirements listed in the statute?

Similar to the answer about partially opting out, the law does not specifically authorize a city to alter the statutory requirements or adopt only just pieces of the statute. Several cities have asked if they could add additional criteria, like regulating placement on driveways, specific lot size limits, or anchoring requirements. As mentioned above, if a city wants a program different from the one specified in the statute, the most conservative approach would involve opting out of the statute in its entirety and then adopting an ordinance structured in the manner best suited to the city. Again, a city should consult its city attorney when considering adopting an altered version of the state law.

What is required in an application for a temporary family health care dwelling permit?

The mandatory application requests very specific information including, but not limited to:⁶

- Name, address, and telephone number of the property owner, the resident of the property (if different than the owner), and the primary care giver;
- Name of the mentally or physically impaired person;
- Proof of care from a provider network, including respite care, primary care or remote monitoring;
- Written certification signed by a Minnesota licensed physician, physician assistant or advanced practice registered nurse that the individual with the mental or physical impairment needs assistance performing two or more “instrumental activities of daily life;”⁷

statute, cities should consult their city attorneys on how best to approach adoption of the opt-out ordinance for their communities.

⁶ New Minn. Stat. § 462.3593, subd. 3 sets forth all the application criteria.

⁷ This is a term defined in law at Minn. Stat. § 256B.0659, subd. 1(i) as “activities to include meal planning and preparation; basic assistance with paying bills; shopping for food, clothing, and other essential items; performing household tasks integral to the personal care assistance services; communication by telephone and other media; and traveling, including to medical appointments and to participate in the community.”

- An executed contract for septic sewer management or other proof of adequate septic sewer management;
- An affidavit that the applicant provided notice to adjacent property owners and residents;
- A general site map showing the location of the temporary dwelling and the other structures on the lot; and
- Compliance with setbacks and maximum floor area requirements of primary structure.

The law requires all of the following to sign the application: the primary caregiver, the owner of the property (on which the temporary dwelling will be located) and the resident of the property (if not the same as the property owner). However, neither the physically disabled or mentally impaired individual nor his or her power of attorney signs the application.

Who can host a temporary family health care dwelling?

Placement of a temporary family health care dwelling can only be on the property where a “caregiver” or “relative” resides. The statute defines caregiver as “an individual, 18 years of age or older, who: (1) provides care for a mentally or physically impaired person; and (2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.” The definition of “relative” includes “a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew or niece of the mentally or physically impaired person. Relative also includes half, step and in-law relationships.”

Is this program just for the elderly?

No. The legislature did not include an age requirement for the mentally or physically impaired dweller.⁸

Who can live in a temporary family health care dwelling and for how long?

The permit for a temporary health care dwelling must name the person eligible to reside in the unit. The law requires the person residing in the dwelling to qualify as “mentally or physically impaired,” defined as “a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified by a physician, a physician assistant, or an advanced practice registered nurse, licenses to practice in this state.” The law specifically limits the time frame for these temporary dwellings permits to 6 months, with a one-time 6 month renewal option. Further, there can be only one dwelling per lot and only one dweller who resides within the temporary dwelling

⁸ The law expressly exempts a temporary family health care dwelling from being considered “housing with services establishment”, which, in turn, results in the 55 or older age restriction set forth for “housing with services establishment” not applying.

What structures qualify as temporary family health care dwellings under the new law?

The specific structural requirements set forth in the law preclude using pop up campers on the driveway or the “granny flat” with its own foundation as a temporary structure. Qualifying temporary structures must:

- Primarily be pre-assembled;
- Cannot exceed 300 gross square feet;
- Cannot attach to a permanent foundation;
- Must be universally designed and meet state accessibility standards;
- Must provide access to water and electrical utilities (by connecting to principal dwelling or by other comparable means⁹);
- Must have compatible standard residential construction exterior materials;
- Must have minimum insulation of R-15;
- Must be portable (as defined by statute);
- Must comply with Minnesota Rules chapter [1360](#) (prefabricated buildings) or [1361](#) (industrialized/modular buildings), “and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2”¹⁰; and
- Must contain a backflow check valve.¹¹

Does the State Building Code apply to the construction of a temporary family health care dwelling?

Mostly, no. These structures must meet accessibility standards (which are in the State Building Code). The primary types of dwellings proposed fall within the classification of recreational vehicles, to which the State Building Code does not apply. Two other options exist, however, for these types of dwellings. If these structures represent a pre-fabricated home, the federal building code requirements for manufactured homes apply (as stated in Minnesota Rules, Chapter 1360). If these structures are modular homes, on the other hand, they must be constructed consistent with the State Building Code (as stated in Minnesota Rules, Chapter 1361).

What health, safety and welfare requirements does this new law include?

Aside from the construction requirements of the unit, the temporary family health care dwelling must be located in an area on the property where “septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.”

What local ordinances and zoning apply to a temporary health care dwelling?

The new law states that ordinances related to accessory uses and recreational vehicle storage and parking do not apply to these temporary family health care dwellings.

⁹ The Legislature did not provide guidance on what represents “other comparable means”.

¹⁰ ANSI Code 119.2 has been superseded by NFPA 1192. For more information, the American National Standards Institute website is located at <https://www.ansi.org/>.

¹¹ New Minn. Stat. § 462.3593, subd. 2 sets forth all the structure criteria.

However, unless otherwise provided, setbacks and other local ordinances, charter provisions, and applicable state laws still apply. Because conflicts may arise between the statute and one or more of the city's other local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.

What permit process should cities follow for these permits?

The law creates a new type of expedited permit process. The permit approval process found in Minn. Stat. § 15.99 generally applies; however, the new law shortens the time frame within which the local governmental unit can make a decision on the permit. Due to the time sensitive nature of issuing a temporary dwelling permit, the city does not have to hold a public hearing on the application and has only 15 days (rather than 60 days) to either issue or deny a permit. For those councils that regularly meet only once a month, the law provides for a 30-day decision. The law specifically prohibits cities from extending the time for making a decision on the permit application. The new law allows the clock to restart if a city deems an application incomplete, but the city must provide the applicant written notice within five business days of receipt of the application identifying the missing information.

Can cities collect fees for these permits?

Cities have flexibility as to amounts of the permit fee. The law sets the fee at \$100 for the initial permit with a \$50 renewal fee, unless a city provides otherwise by ordinance

Can cities inspect, enforce and ultimately revoke these permits?

Yes, but only if the permit holder violates the requirements of the law. The statute allows for the city to require the permit holder to provide evidence of compliance and also authorizes the city to inspect the temporary dwelling at times convenient to the caregiver to determine compliance. The permit holder then has sixty (60) days from the date of revocation to remove the temporary family health care dwelling. The law does not address appeals of a revocation.

How should cities handle data it acquires from these permits?

The application data may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act. To minimize collection of protected health data or other nonpublic data, the city could, for example, request that the required certification of need simply state "that the person who will reside in the temporary family health care dwelling needs assistance with two or more instrumental activities of daily living", without including in that certification data or information about the specific reasons for the assistance, the types of assistance, the medical conditions or the treatment plans of the person with the mental illness or physical disability. Because of the complexities surrounding nonpublic data, cities should consult their city attorneys when drafting a permit application.

Should the city consult its city attorney?

Yes. As with any new law, to determine the potential impact on cities, the League recommends consulting with your city attorney.

Where can cities get additional information or ask other questions.

For more information, contact Staff Attorney Pamela Whitmore at pwhitmore@lmc.org or LMC General Counsel Tom Grundhoefer at tgrundho@lmc.org. If you prefer calling, you can reach Pamela at 651.281.1224 or Tom at 651.281.1266.



TINY HOUSES

CODE FACT SHEET

Minnesota Department of Labor and Industry

OVERVIEW

"Tiny houses" have received a lot of attention and interest in recent years. The following information is provided to clarify how these small structures are regulated by the Minnesota State Building Code. The Minnesota State Building Code is the standard of construction that applies statewide for the construction of buildings (MS § 326B.121) including tiny houses.

Some tiny houses are designed as trailers and referred to as park models or recreational park trailers that are on a chassis with wheels. Tiny houses built like park models but without the chassis and wheels are often referred to as industrialized/modular buildings and regulated accordingly.

Loosely defined, tiny houses range from about 100 to 400 square feet. The following describes how these houses are regulated by building codes, zoning codes and the Department of Housing and Urban Development (HUD).

Zoning requirements

Municipalities establish zoning ordinances to regulate land use, location, height, width, type of foundation, number of stories and size of buildings. These zoning ordinances vary by municipality.

Minimum building size varies from areas of 500 to 2,000 square feet. Jurisdictions may also require minimum lot sizes related to the house size. Sometimes there are minimum house size requirements such as 24 feet by 24 feet or a minimum dimension of 20 feet. Because of these varying requirements, the jurisdiction must be consulted for specifics.

Building codes

Tiny houses, like all other houses, are required to comply with building codes. Minnesota adopts the 2012 International Residential Code (IRC) by reference with amendments. It is known as the 2015 Minnesota Residential Code. The "code," for the purpose of constructing houses, means the 2015 Minnesota Residential Code. It is the standard that applies statewide.

The 2015 Minnesota Residential Code defines a dwelling as a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. By definition, a tiny house is a dwelling unit and



The trend of tiny houses has received a lot of attention in recent years. This handout is provided to clarify how these small structures are regulated by the Minnesota State Building code.

Other codes related to house construction include:

- 2015 Minnesota Energy Code
- 2015 Minnesota Mechanical Code
- 2015 Minnesota Electrical Code
- 2015 Minnesota Rules Chapter 1303
- Minnesota Plumbing Code

regulated by the code. The code includes requirements for light, ventilation, heating, minimum room sizes, ceiling heights, sanitation, toilet, bath and shower spaces, emergency escape and rescue openings, means of egress, smoke alarms and carbon monoxide alarms.

RECREATIONAL PARK TRAILER

Recreational park trailers, or park models, are tiny houses built on a chassis with wheels. These trailers are primarily designed as temporary living quarters for recreational, camping or seasonal use but not a year-round dwelling. These trailers are often constructed to ANSI standard (A119.5) and are self-certified by the manufacturer with the Recreational Vehicle Industry Association (RVIA).

The gross floor area for park models must not exceed 400 square feet when set up. Recreational park trailers exceeding 400 square feet must comply with HUD's manufactured housing program as a manufactured home. HUD defines the gross square footage as encompassing the full width and full length of the unit, including

porches.

A data plate must be attached to the recreational park trailers that includes:

- name and address of the manufacturer
- serial number or vehicle identification number (VIN) of the unit
- date of manufacture
- a statement that the unit is designed to ANSI A119.5.

Recreational park trailers or park models intended as permanent living dwelling units must be designed, constructed and installed in accordance with the 2015 Minnesota Residential Code.

PREFABRICATED BUILDINGS

Minnesota Rules, Chapter 1360

Dwellings constructed as prefabricated buildings must comply with the requirements of Minnesota Rules Chapter 1360 and be designed and constructed in accordance with the 2015 Minnesota Residential Code. Review of building plans and inspections are performed by the Minnesota Department of Labor and Industry. The completed building requires a Minnesota prefabricated building label.

Prefabricated building manufacturers are permitted to build three or fewer buildings per year. Construction of more than three buildings is regulated by Minnesota Rules Chapter 1361 for industrialized/modular buildings.

A data plate must be attached to the dwelling that includes the following minimum information:

- design loads
- codes
- IBC label numbers
- serial numbers
- model designation
- date of manufacture
- name and address of manufacture
- occupancy and type of construction.



Example prefab construction label -
located under kitchen sink.

All on-site work is subject to local jurisdiction and inspections according to the 2015 Minnesota Residential Code.

INDUSTRIALIZED/MODULAR BUILDINGS

Minnesota Rules, Chapter 1361; Industrialized Modular Building Commission (IMBC)

Dwellings constructed as modular buildings must comply with Minnesota Rules Chapter 1361 and the Industrialized Modular Buildings Commission (IMBC). These modular dwellings must be designed and constructed in accordance with the 2015 Minnesota Residential Code. Review of dwelling plans and in-plant inspections are performed by a certified IMBC third-party agency.

Modular buildings must have IMBC construction labels on each building section or every 600 square feet of closed panels.

A data plate must be attached to the dwelling that includes the following minimum information:

- design loads
- codes

Continued: Minnesota Rules, Chapter 1361; Industrialized Modular Building Commission (IMBC)

- serial numbers
- IBC label numbers
- model designation
- date of manufacture
- name and address of manufacture
- occupancy and type of construction.



Example IMBC label - located inside each home section.

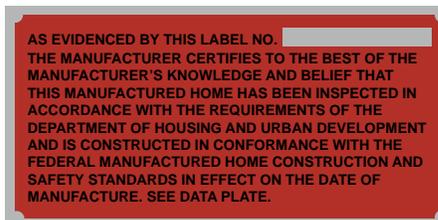
All on-site work is subject to local jurisdiction and inspections according to the 2015 Minnesota Residential Code.

HUD MANUFACTURED HOMES

"Manufactured home" means a single family dwelling in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities.

A data plate must be attached to the dwelling unit to include the following as a minimum:

- design loads
- codes
- label numbers
- serial numbers
- model designation,
- date of manufacture
- name and address of manufacturer



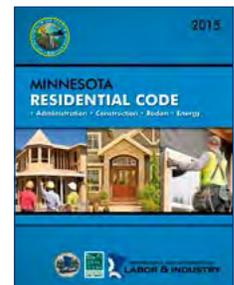
Example HUD construction label - located on exterior of each section.

Review of dwelling plans and in-plant inspections are performed by HUD-certified third-party agencies. All on-site work is subject to the local jurisdiction and inspections according to the 2015 Minnesota Residential Code.

SITE-BUILT STRUCTURES

Tiny homes constructed on site are regulated by the Minnesota State Building Code. The dwelling construction must comply with all the requirements of the 2015 Minnesota Residential Code.

The 2015 Minnesota Residential Code can be viewed at <http://codes.iccsafe.org/app/book/toc/2015/Minnesota/Residential/index.html>.



SUMMARY

If the tiny house does not:

- have a chassis and axles, or
- have a HUD manufactured home label, or
- have a RVIA park model label, then
- it is either a prefabricated or industrialized modular building subject to Minnesota Rules Chapters 1360 or 1361 or site-built subject to Minnesota Rules Chapter 1309.

NOTE: Any modular unit of closed construction built away from the site of occupancy must be labeled (Minnesota Rules, chapters 1360 or 1361).

Closed construction means any building manufactured so that all portions cannot be readily inspected at the installation site without disassembly, damage to, or destruction thereof (Minnesota Rules, Chapter 1360.0200 Subp. 5).

2015 MINNESOTA RESIDENTIAL CODE

The following code references provide general code requirements related to dwelling construction. Knowledge of the entire state code is necessary to obtain compliance.

General requirements

R202 – Definition of dwelling unit and habitable space.

Dwelling unit: A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Habitable space: A space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

R301.1 Application.

Buildings and structures shall be constructed to safely support all loads, including dead loads, live loads, roof loads, flood loads, snow loads, wind loads and seismic loads prescribed in this code. The construction of buildings and structures in this code shall result in a structure that transfers all loads from their point of origin to the foundation.

R303 – Light, ventilation and heating

R303.1 – Habitable rooms shall have 8 percent of the floor area as natural light and 4 percent of the floor area as natural ventilation (see exceptions).

R303.3 – Bathrooms shall have 3 square feet of natural light and 1.5 square feet of natural ventilation (see exception).

R303.4 – Mechanical ventilation (see Minnesota Rules 1322 and 1346) requirements.

R303.5 – Intake and exhaust openings (see Minnesota Rules 1346) requirements.

R303.9 – Dwelling must be capable of maintaining a minimum room temperature of 68 degrees at three feet above the floor and two feet from the exterior walls (excludes use of portable heaters).

R304 – Minimum room areas

R304.1 – Every dwelling unit shall have at least one habitable room of 120 square feet.

R304.2 – Other habitable rooms (except kitchens) 70 square feet. R304.3 – Habitable rooms (except kitchens) must have a minimum dimension of 7 feet.

R305 – Ceiling height

R305.1 – Habitable space (hallways,

bathrooms, toilet rooms, laundry rooms and portions of basements containing these spaces) must have a ceiling height of 7 feet (see exceptions for measuring sloped ceilings).

R305.1.1 – Basements without habitable space (hallways, bathrooms, toilet rooms, laundry rooms and portions of basements containing these spaces) must have a minimum ceiling height of 6 feet, 8 inches (see exceptions for beams and girders).

R306 – Sanitation

R306.1 – Every dwelling unit must have a water closet, lavatory and a tub or shower.

R306.2 – Each kitchen must have a sink.

R306.3 – All plumbing fixtures must be connected to a sanitary sewer or approved private sewage system.

R306.4 – All plumbing fixtures must be connected to an approved water supply. Kitchen sinks, lavatories, bathtubs, showers, bidets, laundry tubs, and washing machines must have hot and cold water.

R307 – Toilet, bath and shower spaces

R307.1 – Space required, see Minnesota plumbing code for required plumbing fixture clearances.

R307.2 – Bathtub and shower floors and walls (bathtubs installed with shower heads and in shower compartments) must have a nonabsorbent surface a minimum of six feet above the floor.

R310 – Emergency escape and rescue openings

R310.1 – Basements, habitable attics and every sleeping room must at least one operable emergency escape and rescue opening (door or window).

R310.1.1 – Minimum opening area must be 5.7 square feet (see full code text for minimum height and width dimensions).

R311 – Means of egress

R311.1 – All dwellings must have a means of egress.

R311.2 – The egress door must have a clear width of 32 inches and a clear height of 78 inches.

R311.3 – A floor or landing is required on each side of exterior doors (see R311.3.1

through R311.3.3).

R311.5.1 – Exterior landings must be positively attached to the primary structure.

R311.6 – Hallway must have a minimum width of 36 inches. R311.7 – Stairways must have a minimum width of 36 inches. R311.7.5 – Stair treads must be 10 inch minimum and stair risers 7.75 inch maximum.

R311.7.5.3 – Stair nosings must be provided and compliant with this section.

R311.7.5.4 – Composite wood or plastic stair treads must comply with R507.3.

R311.7.6 – A floor or landing is required at the top and bottom of each stairway.

R311.7.8 – A handrail is required at stairs having four or more risers (see all railing requirements).

R314 – Smoke alarms

R314.3 – Smoke alarms are required in each sleeping room, in the immediate vicinity of the bedrooms and on each additional story of the dwelling including basements and habitable attics.

R315 – Carbon monoxide alarms

R315.1 – A carbon monoxide alarm is required in every dwelling unit having fuel fired appliances or attached garage.

MR 1322 – 2015 Minnesota Residential Energy Code

The dwelling must comply with the Minnesota Energy Code.

MR 1346 – 2015 Minnesota Mechanical Code

The dwelling must comply with the Minnesota Mechanical Code.

MR 1303 – Radon requirements

The dwelling must comply with Minnesota Rules Chapter 1303 for either passive or active radon control systems.

MR 1315 – Minnesota Electrical Code

All electrical service, wiring and fixtures for the structure must comply with the 2014 National Electrical Code.

MR 4715 – Minnesota Plumbing Code

The dwelling must comply with the Minnesota Plumbing code.

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Vice Mayor John Vajda at 5:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 2nd day of August, 2016.

The following Council Members were present:

The following Council Members were absent:

A motion to adopt the following resolution was made by _____ and seconded by _____.



RESOLUTION NO 08-02-16-95

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE
HANOVER ATHLETIC ASSOCIATION**

WHEREAS, the Hanover Youth Ball Organization (HYB) received support from the City of Hanover (City) for a grant application to the Minnesota Twins to obtain funding for upgrading the playing fields in Settlers Park; and

WHEREAS, HYB requests to redesign the playing fields by converting the two existing fields into one large field to accommodate the 16U players; and

WHEREAS, HYB was awarded funding from the Minnesota Twins; and

WHEREAS HYB requested funding from Hanover Athletic Association (HAA) to be used towards the same project; and

WHEREAS HAA committed to the funding with the stipulation the City and HAA enter into a lease to allow access of the fields by HAA in exchange for maintenance and scheduling responsibilities.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, of the City of Hanover, hereby approves the attached Lease Agreement between the City of Hanover and the Hanover Athletic Association.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 2nd day of August, 2016.

APPROVED BY:

John Vajda, Vice Mayor

ATTEST:

Brian Hagen, City Administrator

RECREATIONAL LEASE AGREEMENT

This Lease Agreement (“Agreement”) is made this _____ day of _____, ~~2013~~ 2016, by and between the City of Hanover, a Minnesota municipal corporation, with its principal office at 11250 5th Street NE, Hanover, MN 55341 (“City”), and [NAME], [LEGAL DESCRIPTION], [ADDRESS] (“Lessee”).

WHEREAS, Lessee seeks to lease from the City the property located at:

[LEGAL DESCRIPTION OF PROPERTY]

(“Property”), for the purpose of using and constructing improvements to the baseball field and surrounding structures; and

WHEREAS, the City has determined that it is in the best interests of the public for the future use of the Property for baseball and other recreational functions to occur by leasing the Property to the Lessee, subject to the terms and conditions of this Lease; and

NOW, THEREFORE, based on the mutual promises and consideration provided for herein, the sufficiency of which is not disputed, the parties agree as follows:

1. The recitals set forth above are expressly incorporated herein.
2. **PROPERTY.** The City owns certain real property legally described herein as the Property. The City hereby leases the Property to the Lessee for baseball and other related recreational functions, subject to the terms and conditions of this Agreement.
3. **TERM.** The term of this Agreement shall be for ten years, beginning on [DATE], ~~2013~~ 2016 and subject to the terms of the Termination paragraph herein, shall end on December 31, ~~2023~~ 2026.
4. **RENT.** The annual rent shall be \$1.00 per year. The Lessee shall pay the City the annual rent on April 1 of each year. The County has advised the parties that it does not believe Lessee’s use of the Property under this Agreement would result in the property losing its property tax exempt status. However, in the event the Property is deemed subject to property taxes solely as a result of Lessee’s use of the Property, then The Lessee shall timely pay all real property taxes (if any) determined to be due. and ~~assessments against the Property.~~
5. **USE.**
 - a. **General.** The Lessee may use the Property for the purpose of providing baseball and other related recreational activities.
 - b. **Access to the Property.** The Lessee shall have the right to access the Property twenty-four (24) hours per day, seven (7) days per week. The Lessee shall be fully liable for any and all loss, damage or claim associated with its use of the Property.

Comment [BH1]: Provide an aerial photo identifying area of lease.

Comment [BH2]: Is Council comfortable with a ten year term?

Comment [BH3]: Is Council comfortable changing payment per lease term versus per year?

Comment [BH4]: Wright County has preliminarily informed the City that they would not change the tax status. This would be subject to the area remaining open to the general public use as it is now.

Comment [BH5]: Does Council desire to add language requiring a certain amount of use be non HAA sanction use? This would assist in continuing the tax status, as well as ensure the area is open to the public.

6. **FACILITIES.** The Lessee shall reasonably and safely maintain and repair all existing improvements to the Property, including but not limited to the dugouts, bleachers, fencing, backstops, all buildings, and irrigation system (“Recreational Facilities”), on the Property at its own expense. The Lessee may construct additional improvements on the Property with the prior written consent and approval of the City (“Additional Improvements”). Upon termination of this Agreement, all Recreational Facilities and Additional Improvements become the property of the City.
7. **MORTGAGES AND ENCUMBRANCES.** Except as expressly authorized by the City in writing, Lessee shall not mortgage its interest in this Agreement, or otherwise encumber the Property in conjunction with construction of Additional Improvements.
8. **UTILITIES & GARBAGE REMOVAL.** Payment of the garbage removal services and utilities that serve the Property shall be the sole responsibility of the Lessee. The Lessee shall be solely responsible for maintaining sufficient garbage removal services.
9. **INSURANCE.**
 - a. **Indemnity.**
 1. The Lessee shall defend and indemnify the City and hold the City harmless from and against any and all claims and demands relating to the negligence or misconduct of the Lessee, its agents, contractors, officials and employees, including the payment of reasonable attorneys’ fees and costs for damages to property and injury or death to persons, including any payments made under any workers’ compensation law or any plan for employees’ disability and death benefits, which may arise out of any activities on the Property.
 2. To the extent allowable under Minnesota law, the City shall defend and indemnify the Lessee and hold the Lessee harmless from and against any and all claims and demands relating to the negligence or misconduct of the City, its agents, contractors, officials and employees, including the payment of reasonable attorneys’ fees and costs for damages to property and injury or death to persons, including any payments made under any workers’ compensation law or any plan for employees’ disability and death benefits, which may arise out of any activities on the Property.
 3. Nothing in this section shall be construed as a waiver of any liability limits or immunities contained in Minnesota Statutes, Chapter 466.
 - b. **Worker’s Compensation.** The Lessee must maintain workers’ compensation insurance in compliance with all applicable statutes.
 - c. **General Liability.** The Lessee must maintain Commercial General Liability insurance with limits of at least ~~\$1,500,000~~ \$1,000,000 per occurrence. Such coverage shall provide for

third party bodily injury and property damage arising out of the insured's use, maintenance, or operation of the Property.

- d. **Property Insurance.** The Lessee must keep in force during the term of the Agreement a policy covering damages to any equipment the Lessee keeps on the Property. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
 - e. **Additional Insured & Certificate of Insurance.** The parties shall provide each other with evidence of the required insurance in the form of a Certificate of Insurance by a company licensed to do business in the state of Minnesota, which includes all coverage required in this Agreement. The parties shall name each other as an Additional Insured on their respective Commercial General Liability Policies. The Certificate shall provide that the coverage may not be canceled without thirty (30) days prior written notice to each other.
 - f. **Casualty.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or other casualty.
10. **TERMINATION.** Either party to this Agreement may terminate this Agreement with or without cause upon twelve (12) months written notice to the other party. In the event that this Agreement is terminated or not renewed, the Lessee shall have ninety (90) days from the termination or expiration date to remove its equipment from the Property. In the event the Lessee's equipment is not removed to the reasonable satisfaction of the City, the equipment shall be deemed abandoned and become the property of the City.
11. **PROGRAMMING OF THE RECREATIONAL FACILITIES.** The Lessee shall be solely responsible for administering the use and any programs or activities on the Property. The Lessee further agrees to conduct a background check on each Lessee staff member and volunteer (both paid and unpaid) that works directly with children under the age of 18. All background checks must be completed by the Lessee prior to that staff member or volunteer being permitted to work directly with any child under the age of 18. Proof that background checks have been conducted by the Lessee must be provided to the City upon the request of the City and in the format requested by the City. The Lessee shall hold the City harmless from, defend and indemnify the City against any damage, loss, expense, costs, or liability, including consultant fees and attorneys' fees resulting from the Lessee's failure to conduct background checks as required by this Section.
12. **HAZARDOUS SUBSTANCES.** The Lessee represents and warrants that hazardous substances will not be generated, stored, disposed of or transported to, on, under, or around the Property by the Lessee. The Lessee shall hold City harmless from, defend and indemnify City against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from hazardous substances generated, stored, disposed of, or transported to, on, under, or around the Property by the Lessee, or its officials, employees, agents or contractors.

Comment [BH6]: According to LMC, we should not require this. This is also not supported by HAA. This can be eliminated if Council is ok with that.

13. **RELATIONSHIP OF THE PARTIES.** This Agreement shall not render the Lessee or any of its employees, agents, or volunteers an employee, partner, co-owner, or agent of the City or engaged in a joint venture with the City for any purpose. The Lessee shall have no claim against the City for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employment benefits of any kind. The Lessee will be responsible for the hiring, training, supervision and conduct of any staff or volunteers utilized in the Lessee's recreational activities on the Property.
14. **COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES.** The Lessee shall abide by all federal, state, and local laws and regulations. The Lessee agrees not to discriminate on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
15. **MISCELLANEOUS.**
 - a. **Integration; Amendment.** This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the City and the Lessee. This Agreement may only be amended in writing signed by all parties.
 - b. **Counterparts.** This Agreement may be signed in counterparts by the parties hereto.
 - c. **No Assignment.** The Lessee shall not assign or transfer this Agreement at any time or sublease a portion of the Property without the City's prior written consent. The City may assign this Agreement upon written notice to the Lessee.
 - d. **Notice.** Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by courier service to the address set forth in this Agreement.
 - e. **Governing Law.** This Agreement shall be construed in accordance with the laws of Minnesota.
 - f. **Severability.** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
 - g. **Signature Authority.** Each party represents and warrants to the other that the signatory of that party is authorized to enter into this Agreement for and on behalf of that party.
 - h. **Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and year first written above.

[NAME OF ORGANIZATION]

By _____

By _____

Its _____

Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of [NAME OF ORGANIZATION], on behalf of the Lessee.

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of [NAME OF THE ORGANIZATION], on behalf of the Lessee.

RASW: 4862

New Hanover Ballfield

Bird's Eye Rendering



701 Xenia Avenue South,
Suite 300
Minneapolis, MN 55416
Tel: (763) 541-4800
Fax: (763) 541-1700
Project # 02082-110
July 27, 2016

New Hanover Ballfield

Home Plate Rendering



701 Xenia Avenue South,
Suite 300
Minneapolis, MN 55416
Tel: (763) 541-4800
Fax: (763) 541-1700
Project # 02082-110
July 27, 2016