

**AGENDA  
HANOVER CITY COUNCIL  
AUGUST 5, 2019**

**MAYOR  
CHRIS KAUFFMAN**

**COUNCIL  
DOUG HAMMERSENG  
KEN WARPULA  
JIM ZAJICEK  
MARYANN HALLSTEIN**

- 1. Call to Order/Pledge of Allegiance Regular City Council Meeting: 7:00 p.m.**
- 2. Approval of Agenda**
- 3. Consent Agenda Items:**
  - a. Approve Minutes of July 16, 2019 City Council Work Session Meeting (4)**
  - b. Approve Minutes of July 22, 2019 Special City Council Meeting (7)**
  - c. Approve Minutes of July 22, 2019 Joint Council and Planning Commission Meeting (8)**
  - d. Approve Claims as Presented: (9)**

➤ Claims	\$ 76,038.64
➤ Payroll	\$ 10,288.72
➤ P/R taxes & Exp	\$ 3,713.58
➤ Other Claims	<u>\$ 2,602.31</u>
➤ Total Claims	<u>\$ 92,643.25</u>
  - e. 08-05-19-67 – Recognizing the Resignation of Timothy Brown Jr (30)**
  - f. 08-05-19-68 – Approving Purchase of Fire Department Turnout Gear (31)**
  - g. 08-05-19-69 – Accepting Legal Services Engagement Letter with McDonald Hopkins (32)**
- 4. Citizen’s Forum:**
- 5. Public Hearings**
- 6. Unfinished Business**
  - a. Res No 08-05-19-70 – Approving Final Plat for Crow River Heights West 4<sup>th</sup> Add. (37)**
  - b. Res No 08-05-19-71 – Approving Developers Agreement for Crow River Heights West 4<sup>th</sup> Add. (46)**
  - c. Res No 08-05-19-72 – Approving Amendment #1 to the Crow River Heights West 3<sup>rd</sup> Add. Developers Agreement (68)**
- 7. New Business**
  - a. Res No 08-05-19-73 – Ratifying FRA Pension Increase (72)**
- 8. Reports**
- 9. Adjournment**

**To: Mayor Kauffman & Members of the Hanover City Council**  
**From: Brian Hagen, City Administrator**  
**Date: August 1, 2019**  
**Re: Review of August 5, 2019 City Council Agenda**

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*See enclosed memo from City Planner Nash.*
  - b. Res No 08-05-19-71 – Approving Developers Agreement for Crow River Heights West 4<sup>th</sup> Add. (46)**  
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*See enclosed memo from City Planner Nash.*

**7. New Business**

- a. Res No 08-05-19-73 – Ratifying FRA Pension Increase (72)**  
*See enclosed memo for answers to questions raised at the previous meeting.*

**8. Reports**

**9. Adjournment**

**CITY OF HANOVER  
CITY COUNCIL MEETING  
JULY 16, 2019 – DRAFT MINUTES**

**Call to Order:**

Mayor Chris Kauffman called the regular meeting of Tuesday, July 16, 2019 to order at 7:00 p.m. Present were Mayor Chris Kauffman, Councilors Doug Hammerseng, Ken Warpula, and MaryAnn Hallstein. Also present was City Administrator Brian Hagen, City Planner Cindy Nash, City Engineer Nick Preisler and Public Works Supervisor Jason Doboszanski. Guests included Ben and Kristal Sneen, Scott Dahlke, Gary Fehn and Doug Voerding of the Wright County Journal Press. Councilor Jim Zajicek was absent.

**Approval of Agenda:**

Hagen requested to add Res No 07-16-19-65 – Approving Crow River Heights West 4<sup>th</sup> Grading Agreement to the agenda. Kauffman requested a discussion on FRA Pension ratification.

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

**Consent Agenda:**

**MOTION** by Hammerseng to approve the consent agenda, seconded by Warpula.

a. **Approve Minutes of July 2, 2019 City Council Meeting (3)**

b. **Approve Claims as Presented: (6)**

➤ <b>Claims</b>	<b>\$ 72,557.49</b>
➤ <b>Payroll</b>	<b>\$ 40,196.62</b>
➤ <b>P/R taxes &amp; Exp.</b>	<b>\$ 9,335.43</b>
➤ <b>Other Claims</b>	<b>\$ <u>2,870.02</u></b>
➤ <b>Total Claims</b>	<b>\$ <u>124,959.56</u></b>

**Motion carried unanimously.**

**Res No 07-16-19-62 – Joint Resolution In The Matter Of The Orderly Annexation Between The City Of Hanover And Rockford Township**

Nash outlined the joint resolution stating this would approve an orderly annexation agreement that allows for the annexation request to be formally submitted to the State for approval. The request follows a prior concept plan that received City approval. The applicant has met conditions of the annexation agreement.

Hallstein inquired on the future impacts for the City. Hallstein mainly noted that no services would be extended at this time to the development. The only benefit would be to allow the developer to split the property which is not otherwise allowed by the county. Nash concurred that one benefit of annexation would be the ability to plat the parcel into smaller properties. The properties would be served by a county road and private septic systems/wells. The parcels could be developed in a way to position homes for future lot splits once city services extend past the site.

**MOTION** by Warpula to approve Res No 07-16-19-62, seconded by Hammerseng. **Motion passed 3:1**

**Aye: Kauffman, Hammerseng, Warpula**

**Nay: Hallstein**

**Res No 07-16-19-63 – Joint Resolution Requesting Concurrent Detachment From St. Michael and Annexation into Hanover**

Nash outlined the request noting the Fehn is proposing to expand the current Mahler Mining pit. There is a small parcel that lies within the City of St. Michael that is owned by the same individuals who own the Mahler Pit. Fehn would purchase this small parcel and utilize it as part of storm water ponding

requirements. The parcel falls within the floodplain and serves no benefit to the City of St. Michael. By annexing the parcel, the review of the mining operation would eliminate the need for two governing units providing redundant review of the applications.

**MOTION** by Warpula to approve Res No 07-16-19-63, seconded by Hallstein. **Motion carried unanimously.**

#### **Res No 07-16-19-65 – Approving Grading Agreement for Crow River Heights West 4<sup>th</sup> Addition**

Nash noted this is in essence a re-approval from 2018, but due to the developer with drawing the final plat until this year staff brought back the approval. The area is the same area as approved in 2018. Under this agreement, the developer would be granted approval to begin grading prior to recording of the Final Plat. There would be no financial risk to the City under this agreement. The agreement would expediate infrastructure improvements to ideally reduce the risk of installing roadway in late fall.

**MOTION** by Hallstein to approve Res No 07-16-19-65, seconded by Warpula. **Motion carried unanimously.**

#### **Res No 07-16-19-64 – Awarding 2019 Chip Seal Project**

Preisler outlined the project cope and identified the bid amount of \$59,736.20 submitted by Allied Blacktop Company of Maple Grove.

**MOTION** by Warpula to approve Res No 07-16-19-64, seconded by Hammerseng. **Motion carried unanimously.**

#### **2020 Preliminary Budget – Draft 1**

Hagen outlined major impacts that reflect changes in the budget. Hagen noted that the continued review of the CIP Funding document will determine the largest adjustments moving forward.

#### **FRA Pension Ratification Discussion**

Kauffman noted that the annual review of the FRA pension amount occurred at the last FRA Board meeting. A request will be coming for council consideration on increasing the ratified amount. Kauffman further noted that he misunderstood the parameters of the City Council's ability to reduce the FRA Pension amount. He previously believed the Council could reduce the amount and prevent a requirement for the City to contribute to the pension fund. A reduction to the pension amount would actually require FRA approval as well.

Kauffman further noted he feels that the City should provide a minimum funding obligation and that if the FRA chooses, they could pay themselves a higher pension without the guaranteed contribution from the City should their pension fund levels fall to low.

Kauffman further requested the following information:

- What are neighboring entities pension amounts and was that amount ratified by the Council
- What has Hanover ratified and when
- How has wages been adjusted for firefighters throughout history
- Explanation of when a City would be required to contribute to the FRA Pension Fund
- Would the entire FRA membership be required to approve a reduction or just the FRA Board members

#### **Reports**

Hagen

- Attending EDFP Certification training the week of July 22-26
- Jackie out the week of July 22-26

- Provided update on Big Bore Barbeque Co. in preparation for the EDA meeting on July 18 and potential special City Council meeting on July 22.
- Joint CC/PC meeting on July 22 to review future park amenity priority list

**Adjournment**

**MOTION** by Warpula to adjourn at 8:22 p.m., seconded by Hammerseng. **Motion carried unanimously.**

APPROVED BY:

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Chris Kauffman, Mayor

ATTEST:

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Brian Hagen, City Administrator

**CITY OF HANOVER  
SPECIAL CITY COUNCIL MEETING  
JULY 22, 2019 – DRAFT MINUTES**

**Call to Order:**

Mayor Chris Kauffman called the special meeting of the City Council on Monday, July 22, 2019 to order at 6:40 p.m. Present were Mayor Chris Kauffman, Councilors Doug Hammerseng, Ken Warpula, Jim Zajicek and MaryAnn Hallstein. Also present was City Administrator Brian Hagen, Administrative Assistant Amy Biren, and City Planner Cindy Nash. Guests present included Chad and Jill Brink.

**Approval of Agenda:**

**MOTION** by Hammerseng to approve the agenda, seconded by Hallstein. **Motion carried unanimously.**

**Res No 07-22-19-66 – Approving EDA Low Interest Loan Request & Standby Agreement**

Hagen outlined the purpose of the third review/consideration of the funding request. Hagen further outlined the addition of the Standby Agreement.

**MOTION** by Warpula to approve Res No 07-22-19-66, seconded by Hammerseng. **Motion carried unanimously.**

**Adjournment**

**MOTION** by Warpula to adjourn at 6:47 p.m., seconded by Hammerseng. **Motion carried unanimously.**

APPROVED BY:

\_\_\_\_\_  
Chris Kauffman, Mayor

ATTEST:

\_\_\_\_\_  
Brian Hagen, City Administrator

**CITY OF HANOVER  
JOINT CITY COUNCIL & PLANNING COMMISSION MEETING  
JULY 22, 2019 – DRAFT MINUTES**

**Call to Order:**

Mayor Chris Kauffman called the special joint meeting between the City Council and Planning Commission of Monday, July 22, 2019 to order at 7:00 p.m. Present were Mayor Chris Kauffman, Councilors Doug Hammerseng, Ken Warpula, Jim Zajicek, MaryAnn Hallstein, Planning Commission members Jim Schendel, Mike Christenson, Dean Kuitunen and Michelle Armstrong. Also present were City Administrator Brian Hagen, Administrative Assistant Amy Biren, City Engineer Justin Messner and City Planner Cindy Nash. Absent was Planning Commission member Stand Kolasa.

**Approval of Agenda:**

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

**Review of Development Standards**

Review of the standard street regulations was held. Messner outlined the streetscapes prepared by WSB & Associates. Messner further explained MnDOT standards that were incorporated into some of the examples in order to meet requirements by MnDOT when classifying certain roads as eligible for state aid dollars.

Discussion continued on impacts of boulevard trees on the roadway or sidewalk. Messner stated roots should not impact the roadway, but could cause damage to sidewalks. Trees that generally do not cause damage would be identified as acceptable trees for developers to plant.

Consensus of the group was as follows:

- Adjust rural road section to reflect a sidewalk and not a trail
- Boulevard trees should be planted on all future roads
- Ordinances should reflect homeowners are responsible for boulevard tree maintenance
- Developers should be required preserve a reasonable amount of existing trees during development with an expectation of replanting new trees based on how many existing trees were removed

**Adjournment**

**MOTION** by Hallstein to adjourn at 8:15 p.m., seconded by Warpula. **Motion carried unanimously.**

APPROVED BY:

\_\_\_\_\_  
Chris Kauffman, Mayor

ATTEST:

\_\_\_\_\_  
Brian Hagen, City Administrator

CITY OF HANOVER

07/17/19 8:33 AM

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Payments

Current Period: July 2019

Batch Name	07/17/19 PAY			
	Payment	Computer Dollar Amt	\$455.00	Posted

Refer	2724 MN DEPT OF LABOR AND INDUST Ck# 034427 7/17/2019			
Cash Payment	E 100-43000-310 Other Professional Servi	Hanover Harvest Festival - Electrical Inspection:		\$455.00
		13 Units @ \$35.00		

Invoice

Transaction Date	7/17/2019	Due 0	Cash	10100	<b>Total</b>	<u>\$455.00</u>
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Fund Summary

		10100 Cash	
100 GENERAL FUND		\$455.00	
		<u>          </u>	\$455.00

Pre-Written Check	\$455.00
Checks to be Generated by the Computer	\$0.00
Total	<u>\$455.00</u>

CITY OF HANOVER

07/17/19 8:33 AM

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\*Check Summary Register©

Cks 7/17/2019 - 7/17/2019

Name	Check Date	Check Amt
<b>10100 Cash</b>		
Paid Chk# 034427 MN DEPT OF LABOR AND INDUS	7/17/2019	\$455.00
		Hanover Harvest Festival - Ele
	<b>Total Checks</b>	<b>\$455.00</b>

FILTER: None

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Payments

Current Period: July 2019

Batch Name 07/17/19PAY2  
 Payment Computer Dollar Amt \$165.20 Posted

Refer 2725 OFFICE OF ADMIN. HEARINGS Ck# 034428 7/17/2019  
 Cash Payment E 818-41910-310 Other Professional Servi Ben & Kristal Sneen / RiverSide Acres - \$65.20  
 Annexation: Filing Fee

Invoice 7/16/2019 Project 208252  
 Transaction Date 7/17/2019 Due 0 Cash 10100 Total \$65.20

Refer 2726 OFFICE OF ADMIN. HEARINGS Ck# 034429 7/17/2019  
 Cash Payment E 818-41910-310 Other Professional Servi Fehn Companies - Annexation: Filing Fee \$100.00

Invoice 7/17/2019 Project 208263  
 Transaction Date 7/18/2019 Due 0 Cash 10100 Total \$100.00

Fund Summary

	10100 Cash
818 MISC ESCROWS FUND	\$165.20
	\$165.20

Pre-Written Check	\$165.20
Checks to be Generated by the Computer	\$0.00
Total	\$165.20

CITY OF HANOVER

07/18/19 7:58 AM

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\*Check Summary Register©

July 2019

Name	Check Date	Check Amt	
<b>10100 Cash</b>			
Paid Chk# 034428 Office of Admin. Hearings	7/17/2019	\$65.20	Ben & Kristal Sneen / RiverSid
Paid Chk# 034429 Office of Admin. Hearings	7/17/2019	<u>\$100.00</u>	Fehn Companies - Annexation: F
	<b>Total Checks</b>	<b>\$165.20</b>	

FILTER: None

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Payments

Current Period: August 2019

Batch Name	08/05/19 PAY	Payment	Computer Dollar Amt	\$75,418.44	Posted
Refer	<u>2720 AT&amp;T MOBILITY</u>		-		
Cash Payment	E 100-43000-321 Telephone	PW Cell Phones - 06/18/19 - 07/17/19			\$180.26
Invoice	X07252019	7/17/2019			
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b> \$180.26
Refer	<u>2752 BEAUDRY OIL &amp; PROPANE</u>		-		
Cash Payment	E 100-43000-212 Motor Fuels	Gasoline: Refill of 298.6 Gallons on 7/18/19			\$742.02
Invoice	1413481	7/18/2019			
Transaction Date	8/1/2019	Due 0	Cash	10100	<b>Total</b> \$742.02
Refer	<u>2725 BIFFS INC.</u>		<u>Ck# 002718E 8/5/2019</u>		
Cash Payment	E 100-45200-580 Other Equipment	Pheasant Run Park Mini Biff Service 06/19/19 - 07/16/19			\$99.00
Invoice	W726359	7/17/2019			
Cash Payment	E 100-45200-580 Other Equipment	EagleView Park Mini Biff Service 06/19/19 - 07/16/19			\$99.00
Invoice	W726360	7/17/2019			
Cash Payment	E 100-45200-580 Other Equipment	Mallard Park Mini Biff Service 06/19/19 - 07/16/19			\$99.00
Invoice	W726361	7/17/2019			
Cash Payment	E 100-45200-580 Other Equipment	Cardinal Circle Park Mini Biff Service 06/19/19 - 07/16/19			\$99.00
Invoice	W726362	7/17/2019			
Cash Payment	E 100-45200-580 Other Equipment	Hanover Elementary School Mini Biff Service 06/19/19 - 07/16/19			\$161.00
Invoice	W726363	7/17/2019			
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b> \$557.00
Refer	<u>2738 BLUE TARP FINANCIAL</u>		<u>Ck# 002722E 8/5/2019</u>		
Cash Payment	E 100-43000-240 Small Tools and Minor E	Impact Sockets			\$205.30
Invoice	0192034432	7/8/2019			
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b> \$205.30
Refer	<u>2748 BROCK WHITE</u>		-		
Cash Payment	E 603-43150-220 Repair/Maint Supply (GE	Lamont & 989 Kadler: 3 Rolls of Straw BioNet and 3 Rolls for Future Use			\$395.01
Invoice	13370080-00	7/11/2019			
Cash Payment	E 100-43121-224 Street Maint Materials	5th Street / Prairie Lane / City Hall Parking Lot: 1 Pallet of Plexi Melt Mastic One Leveling			\$1,335.00
Invoice	13396981-00	7/24/2019			
Cash Payment	E 100-43121-224 Street Maint Materials	5th Street / Prairie Lane / City Hall Parking Lot: 1 Pallet Plexi Melt Mastic One Leveling			\$1,335.00
Invoice	13406390-00	7/25/2019			
Transaction Date	8/1/2019	Due 0	Cash	10100	<b>Total</b> \$3,065.01
Refer	<u>2747 CARDMEMBER SRVC (CENTRAL B</u>		-		
Cash Payment	E 100-42240-208 Training and Instruction	Sims U Share Simulation Software - 1 Year Subscription			\$74.95
Invoice	10783	7/5/2019			
Transaction Date	7/31/2019	Due 0	Cash	10100	<b>Total</b> \$74.95
Refer	<u>2745 CENTRAL LAKES COLLEGE</u>		-		

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Payments

Current Period: August 2019

Cash Payment	E 100-42240-208 Training and Instruction	B. Gronsberg: Fire Instructor I Class taken in Brainerd				\$350.00
Invoice	494452	12/16/2018				
Cash Payment	E 100-42240-208 Training and Instruction	B. Gronsberg: Fire Officer I taken in Brainerd				\$350.00
Invoice	494452	12/16/2018				
Cash Payment	E 100-42240-208 Training and Instruction	B. Gronsberg: Fire Instructor II taken in Brainerd				\$400.00
Invoice						
Transaction Date	7/31/2019	Due 0	Cash	10100	<b>Total</b>	\$1,100.00
Refer	2746 CLASSIC CLEANING COMPANY, LL					
Cash Payment	E 100-41940-310 Other Professional Servi	City Hall Monthly Cleaning - July 2019				\$325.00
Invoice	28454	7/8/2019				
Cash Payment	E 100-41940-310 Other Professional Servi	Hall Special Cleaning: 7/20				\$65.00
Invoice	28454	7/8/2019				
Transaction Date	7/31/2019	Due 0	Cash	10100	<b>Total</b>	\$390.00
Refer	2730 COMCAST					
Cash Payment	E 100-43000-321 Telephone	PW: Digital Voice & Internet - August 2019				\$158.57
Invoice		7/18/2019				
Cash Payment	E 100-41940-321 Telephone	CH: Digital Voice & Internet - August 2019				\$149.80
Invoice		7/18/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	\$308.37
Refer	2739 CULLINAN, MATT					
Cash Payment	E 100-48205-810 Refunds & Reimburseme	Hall Damage Deposit Release - 7/13/19 Event				\$200.00
Invoice		7/15/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	\$200.00
Refer	2727 CUSTOMIZED FIRE RESCUE TRAI					
Cash Payment	E 100-42240-208 Training and Instruction	Class on 1/29/19: NFPA 1500 OSHA, Confined Space Awareness, Cancer Awareness & Prevention, Hearing Protection, Lockout / Tagout, Employee Right to Know				\$400.00
Invoice	1525	7/13/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	\$400.00
Refer	2733 DALUGE, LUCILLE					
Cash Payment	E 100-48205-810 Refunds & Reimburseme	Shelter Damage Deposit Release - 7/20/19 Event				\$100.00
Invoice		7/19/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	\$100.00
Refer	2726 FIGUEROA, MILADY					
Cash Payment	E 100-48205-810 Refunds & Reimburseme	Hall Damage Deposit Release - 7/27/19 Event				\$200.00
Invoice		7/29/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	\$200.00
Refer	2719 HANOVER FIRE RELIEF ASSOCIAT					
Cash Payment	E 100-42290-125 Other Retirement Contrib	Fire Contract Contribution - 1st Half 2019				\$5,801.00
Invoice						
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	\$5,801.00
Refer	2718 HANOVER HARVEST FESTIVAL					
Cash Payment	E 201-41330-437 Other Miscellaneous	Hanover Harvest Festival 2019 Corporate Sponsorship				\$1,500.00
Invoice		7/2/2019				

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Payments

Current Period: August 2019

Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$1,500.00</b>
Refer	2737 HENNEPIN COUNTY SHERIFF SER -					
Cash Payment	E 100-42101-310 Other Professional Servi		HC Sheriff Patrol Services - 2nd Quarter 2019			\$20,679.00
Invoice	1000133408	7/10/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$20,679.00</b>
Refer	2723 HENNEPIN CTY PROPERTY TAX -					
Cash Payment	E 100-41550-310 Other Professional Servi		Hennepin County Special Assessment Levy #17024 Annual Fee - 2 Assessments at \$1.50 Per			\$3.00
Invoice	0619-67	7/17/2019				
Cash Payment	E 100-41550-310 Other Professional Servi		Hennepin County Special Assessment Levy #20117 Annual Fee - 2 Assessments at \$2.50 Per			\$5.00
Invoice	0619-67	7/17/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$8.00</b>
Refer	2721 HOMES PLUS -					
Cash Payment	E 815-48200-810 Refunds & Reimburseme		Landscaping Escrow Release - 9829 Jasmine Avenue			\$2,000.00
Invoice		7/29/2019				
Cash Payment	E 811-48200-810 Refunds & Reimburseme		Erosion Control Escrow Release - 9781 Jasmine Avenue NE			\$2,000.00
Invoice		8/5/2019				
Cash Payment	E 815-48200-810 Refunds & Reimburseme		Landscaping Escrow Release - 9781 Jasmine Avenue NE			\$2,000.00
Invoice		8/5/2019				
Cash Payment	E 817-48200-810 Refunds & Reimburseme		Infrastructure Escrow Release - 9781 Jasmine Avenue NE			\$1,000.00
Invoice		8/5/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$7,000.00</b>
Refer	2753 LANO EQUIPMENT - LORETTO -					
Cash Payment	E 100-43000-220 Repair/Maint Supply (GE		Kubota: Selonoid Warranty			\$89.25
Invoice	03-689697	7/22/2019				
Cash Payment	E 401-43121-310 Other Professional Servi		Downtown Parking Lot: Rental			\$62.50
Invoice	03-689801	7/22/2019				
Transaction Date	8/1/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$151.75</b>
Refer	2735 MARCO TECHNOLOGIES, LLC -					
Cash Payment	E 100-41570-220 Repair/Maint Supply (GE		Contract Base Rate Charge for 07/20/19 - 08/19/19			\$176.05
Invoice	INV6567452	7/17/2019				
Cash Payment	E 100-41570-220 Repair/Maint Supply (GE		Contract Overage Charge for 01/20/19 - 07/19/19			\$932.18
Invoice	INV6567452	7/17/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$1,108.23</b>
Refer	2734 MATTSON, JOY -					
Cash Payment	E 100-48205-810 Refunds & Reimburseme		Hall Damage Deposit Release - 7/21/19 Event			\$200.00
Invoice		7/19/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$200.00</b>
Refer	2750 MENARDS - BUFFALO -					

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Payments

Current Period: August 2019

Cash Payment	E 603-43150-220 Repair/Maint Supply (GE	Lamont & Kadler: Staples, 25# Landscaper Mix				\$85.93
Invoice 02576	7/10/2019					
Cash Payment	E 100-45200-220 Repair/Maint Supply (GE	Ballfield Rakes				\$79.78
Invoice 02717	7/12/2019					
Cash Payment	E 100-43121-224 Street Maint Materials	Yellow Traffice Striping Paint, Yellow Spray Paint				\$61.96
Invoice 03009	7/16/2019					
Cash Payment	E 100-45200-220 Repair/Maint Supply (GE	4" PVC Coupling, Handy Reacher, PVC Pipe, Round Posts				\$60.87
Invoice 03009	7/16/2019					
Cash Payment	E 401-43121-310 Other Professional Servi	Downtown Parking Lot: 40 Bags of Concrete Mix				\$177.60
Invoice 03467	7/22/2019					
Cash Payment	E 100-43000-215 Shop Supplies	24 Bags of Concrete Mix				\$106.56
Invoice 03467	7/22/2019					
Cash Payment	E 100-43000-215 Shop Supplies	Brad Nails, Hangers, Water, Gatorade				\$89.38
Invoice 03954	7/29/2019					
Transaction Date	8/1/2019	Due 0	Cash	10100	<b>Total</b>	\$662.08
Refer	2749 <u>MIDWEST FENCE &amp; MFG. CO.</u>					
Cash Payment	E 401-43121-310 Other Professional Servi	Downtown Parking Lot: Fence Material				\$5,539.00
Invoice 178840	7/18/2019					
Transaction Date	8/1/2019	Due 0	Cash	10100	<b>Total</b>	\$5,539.00
Refer	2742 <u>MN DEPT OF LABOR AND INDUST</u> <u>Ck# 002723E 8/5/2019</u>					
Cash Payment	E 100-42401-310 Other Professional Servi	Surcharge Fees - 2nd Qtr. 2019 - Confirmation #JUNE0530852019				\$1,224.48
Invoice	7/30/2019					
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	\$1,224.48
Refer	2751 <u>OMANN BROTHERS INC</u>					
Cash Payment	E 603-43150-220 Repair/Maint Supply (GE	6th Street & Kayla: Asphalt				\$172.34
Invoice 13892	7/15/2019					
Transaction Date	8/1/2019	Due 0	Cash	10100	<b>Total</b>	\$172.34
Refer	2732 <u>POLLOCK, KAREN</u>					
Cash Payment	E 100-48205-810 Refunds & Reimburseme	Hall Damage Deposit Release - 7/20/19 Event				\$200.00
Invoice	7/22/2019					
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	\$200.00
Refer	2736 <u>RAMTHUN, JASON</u> <u>Ck# 002721E 8/5/2019</u>					
Cash Payment	E 100-43000-215 Shop Supplies	Lock Pins				\$3.95
Invoice 8365	6/21/2019					
Cash Payment	E 100-43000-260 Uniforms	Public Works: 4 T-Shirts, 3 Jeans, 8 Gloves				\$189.10
Invoice 8365	6/21/2019					
Cash Payment	E 100-48205-810 Refunds & Reimburseme	Shelter Damage Deposit Release - 7/13/19 Event				\$100.00
Invoice	7/15/2019					
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	\$293.05
Refer	2729 <u>RANDYS ENVIRONMENTAL SERVI</u> <u>Ck# 002720E 8/5/2019</u>					
Cash Payment	E 100-43245-384 Refuse/Garbage Dispos	Recycling - July 2019				\$3,472.00
Invoice	7/19/2019					
Cash Payment	E 100-41940-384 Refuse/Garbage Dispos	General Trash - City Hall - August 2019				\$281.16
Invoice	7/19/2019					

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Payments

Current Period: August 2019

Cash Payment	E 100-41940-384 Refuse/Garbage Dispos	General Trash - Fire Station - August 2019				\$30.19
Invoice		7/19/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$3,783.35</b>
Refer	2722 REGENCY HOMES					
Cash Payment	E 811-48200-810 Refunds & Reimburseme	Erosion Control Escrow Release - 9871 Jordan Avenue				\$2,000.00
Invoice		7/29/2019				
Cash Payment	E 815-48200-810 Refunds & Reimburseme	Landscaping Escrow Release - 9871 Jordan Avenue				\$2,000.00
Invoice		7/29/2019				
Cash Payment	E 817-48200-810 Refunds & Reimburseme	Infrastructure Escrow Release - 9871 Jordan Avenue				\$1,000.00
Invoice		7/29/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$5,000.00</b>
Refer	2724 THE HARTFORD					
Cash Payment	G 100-21707 Life Ins	STD & LTD - August 2019				\$201.27
Invoice	725963680491	8/1/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$201.27</b>
Refer	2744 ULTIMATE SAFETY CONCEPTS, IN					
Cash Payment	E 107-42220-580 Other Equipment	26 Pairs of Extrication Gloves				\$1,157.76
Invoice	183681	7/16/2019				
Transaction Date	7/31/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$1,157.76</b>
Refer	2740 VEOLIA WATER NORTH AMERICA					
Cash Payment	E 602-43252-310 Other Professional Servi	Sewer Services - August 2019				\$4,898.25
Invoice	90201811	7/15/2019				
Cash Payment	E 601-43252-310 Other Professional Servi	Water Services - August 2019				\$3,585.83
Invoice	90201811	7/15/2019				
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$8,484.08</b>
Refer	2743 VERIZON					
Cash Payment	E 100-42280-321 Telephone	iPad Data Plan - 06/03/19 - 07/02/19				\$50.84
Invoice	9833302636	7/2/2019				
Transaction Date	7/31/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$50.84</b>
Refer	2741 VISA - BANKWEST					
Cash Payment	E 201-41330-306 Dues & Subscriptions	B. Hagen: Economic Development Assoc. of MN Membership				\$295.00
Invoice	300001288	6/13/2019				
Cash Payment	E 201-41330-310 Other Professional Servi	B. Hagen: EDFP Cert. Training				\$1,100.00
Invoice	8545344	6/18/2019				
Cash Payment	E 100-41570-200 Office Supplies (GENER	5 Cases of Paper				\$184.95
Invoice	331573138-001	6/18/2019				
Cash Payment	E 100-41940-321 Telephone	CH: Phone Services - 5 Lines - 4/23/19 - 5/22/19				\$192.88
Invoice	INV00099764	4/24/2019				
Cash Payment	E 100-43000-321 Telephone	PW: Phone Services - 3 Lines - 4/23/19 - 5/22/19				\$115.02
Invoice	INV00099764	4/24/2019				
Cash Payment	E 100-43000-260 Uniforms	C. Olson: Work Boots				\$290.85
Invoice	113108	6/27/2019				

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Payments

Current Period: August 2019

<b>Cash Payment</b>	E 100-42220-221 Equipment Parts	Turnout Gear Cleaner - 4 - 1 Gallon Bottles				<b>\$138.98</b>
Invoice E1858928	6/27/2019					
<b>Cash Payment</b>	E 100-43000-220 Repair/Maint Supply (GE	Plow Truck: Drive Shaft Hanger Bearing				<b>\$65.74</b>
Invoice 1-44081	7/3/2019					
<b>Cash Payment</b>	E 100-41570-200 Office Supplies (GENER	Cork Bulletin Board, Paper Clips, Steno Books, Quadrille Pads				<b>\$27.89</b>
Invoice 340466825-001	7/9/2019					
<b>Cash Payment</b>	E 100-41600-310 Other Professional Servi	Office 365 Business Software				<b>\$8.86</b>
Invoice E06008OWB5	7/13/2019					
<b>Cash Payment</b>	E 100-41600-310 Other Professional Servi	Microsoft Online Exchange - 28 E-Mail Accounts				<b>\$112.00</b>
Invoice E06008OX9N	7/13/2019					
<b>Cash Payment</b>	E 818-41970-351 Legal Notices Publishing	Ben & Kristal Sneen - RiverSide Acres - Annexation: Postage				<b>\$1.15</b>
Invoice	7/18/2019					
<b>Cash Payment</b>	E 100-43000-240 Small Tools and Minor E	Asphalt Rack				<b>\$59.81</b>
Invoice 3609833	7/16/2019					
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$2,593.13</b>
Refer	2728 WRIGHT-HENNEPIN COOPERATIV		Ck# 002719E 8/5/2019			
<b>Cash Payment</b>	E 100-45200-381 Electric Utilities	EagleView Park - 3 Light Poles				<b>\$58.50</b>
Invoice 35027339343	7/18/2019					
<b>Cash Payment</b>	E 100-43000-310 Other Professional Servi	PW Building: Fire Panel Monitoring 09/30/2019				<b>\$27.95</b>
Invoice 35027339343	7/18/2019					
<b>Cash Payment</b>	E 100-43000-310 Other Professional Servi	PW Building: Fire Alarm Testing / Inspection 09/30/2019				<b>\$18.95</b>
Invoice 35027339343	7/18/2019					
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$105.40</b>
Refer	2731 XCEL ENERGY					
<b>Cash Payment</b>	E 100-42280-381 Electric Utilities	Fire Station 06/08/19 - 07/08/19				<b>\$327.45</b>
Invoice						
<b>Cash Payment</b>	E 100-41940-381 Electric Utilities	City Hall 06/08/19 - 07/08/19				<b>\$1,122.22</b>
Invoice 645957521	7/16/2019					
<b>Cash Payment</b>	E 100-45200-381 Electric Utilities	Historical Bridge Lighting 06/06/19 - 07/08/19				<b>\$11.44</b>
Invoice 645957521	7/16/2019					
<b>Cash Payment</b>	E 100-43160-381 Electric Utilities	209 LaBeaux Avenue NE 06/06/19 - 07/08/19				<b>\$39.39</b>
Invoice 645957521	7/16/2019					
<b>Cash Payment</b>	E 100-45200-381 Electric Utilities	Cardinal Circle Park 06/09/19 - 07/09/19				<b>\$15.72</b>
Invoice 645957521	7/16/2019					
<b>Cash Payment</b>	E 100-45200-381 Electric Utilities	1033 Mallard Street NE 06/09/19 - 07/09/19				<b>\$11.70</b>
Invoice 645957521	7/16/2019					
<b>Cash Payment</b>	E 100-43160-381 Electric Utilities	751 LaBeaux Avenue NE 06/09/19 - 07/09/19				<b>\$67.48</b>
Invoice 645957521	7/16/2019					
<b>Cash Payment</b>	E 100-43000-381 Electric Utilities	Public Works 06/06/19 - 07/08/19				<b>\$385.37</b>
Invoice 645957521	7/16/2019					
Transaction Date	7/30/2019	Due 0	Cash	10100	<b>Total</b>	<b>\$1,980.77</b>

Payments

Current Period: August 2019

Fund Summary

	10100 Cash
818 MISC ESCROWS FUND	\$1.15
817 INFRASTRUCTURE ESCROW FUND	\$2,000.00
815 LANDSCAPE ESCROW FUND	\$6,000.00
811 EROSION CONTROL ESCROW FUND	\$4,000.00
603 STORM WATER ENTERPRISE FUND	\$653.28
602 SEWER ENTERPRISE FUND	\$4,898.25
601 WATER ENTERPRISE FUND	\$3,585.83
401 GENERAL CAPITAL PROJECTS	\$5,779.10
201 EDA SPECIAL REVENUE FUND	\$2,895.00
107 FIRE DEPT DONATIONS FUND	\$1,157.76
100 GENERAL FUND	\$44,448.07
	<hr/>
	\$75,418.44

Pre-Written Check	\$6,168.58
Checks to be Generated by the Computer	\$69,249.86
	<hr/>
Total	\$75,418.44

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\*Check Summary Register©

Cks 8/5/2019 - 8/5/2019

Name	Check Date	Check Amt	
<b>10100 Cash</b>			
Paid Chk# 002718E BIFFS INC.	8/5/2019	\$557.00	Pheasant Run Park Mini Biff Se
Paid Chk# 002719E Wright-Hennepin Coop Electric	8/5/2019	\$105.40	EagleView Park - 3 Light Poles
Paid Chk# 002720E Randy's Environmental Services	8/5/2019	\$3,783.35	Recycling - July 2019
Paid Chk# 002721E RAMTHUN, JASON	8/5/2019	\$293.05	Lock Pins
Paid Chk# 002722E BLUE TARP FINANCIAL	8/5/2019	\$205.30	Impact Sockets
Paid Chk# 002723E MN DEPT OF LABOR AND INDUS	8/5/2019	\$1,224.48	Surcharge Fees - 2nd Qtr. 2019
Paid Chk# 034430 AT&T MOBILITY	8/5/2019	\$180.26	PW Cell Phones - 06/18/19 - 07
Paid Chk# 034431 BEAUDRY OIL & PROPANE	8/5/2019	\$742.02	Gasoline: Refill of 298.6 Gall
Paid Chk# 034432 BROCK WHITE COMPANY LLC	8/5/2019	\$3,065.01	5th Street / Prairie Lane / Ci
Paid Chk# 034433 CARDMEMBER SERVICE	8/5/2019	\$74.95	Sims U Share Simulation Softwa
Paid Chk# 034434 CENTRAL LAKES COLLEGE	8/5/2019	\$1,100.00	B. Gronsberg: Fire Instructor
Paid Chk# 034435 CLASSIC CLEANING COMPANY	8/5/2019	\$390.00	City Hall Monthly Cleaning - J
Paid Chk# 034436 COMCAST	8/5/2019	\$308.37	PW: Digital Voice & Internet -
Paid Chk# 034437 CULLINAN, MATT	8/5/2019	\$200.00	Hall Damage Deposit Release -
Paid Chk# 034438 CUSTOMIZED FIRE RESCUE TR	8/5/2019	\$400.00	Class on 1/29/19: NFPA 1500 OS
Paid Chk# 034439 DALUGE, LUCILLE	8/5/2019	\$100.00	Shelter Damage Deposit Release
Paid Chk# 034440 FIGUEROA, MILADY	8/5/2019	\$200.00	Hall Damage Deposit Release -
Paid Chk# 034441 HANOVER FIRE RELIEF ASSOCI	8/5/2019	\$5,801.00	Fire Contract Contribution - 1
Paid Chk# 034442 HANOVER HARVEST FESTIVAL	8/5/2019	\$1,500.00	Hanover Harvest Festival 2019
Paid Chk# 034443 HENNEPIN COUNTY SHERIFF S	8/5/2019	\$20,679.00	HC Sheriff Patrol Services - 2
Paid Chk# 034444 HENNEPIN CTY PROPERTY TAX	8/5/2019	\$8.00	Hennepin County Special Assess
Paid Chk# 034445 HOMES PLUS	8/5/2019	\$7,000.00	Landscaping Escrow Release - 9
Paid Chk# 034446 LANO EQUIPMENT - LORETTO	8/5/2019	\$151.75	Kubota: Selonoid Warranty
Paid Chk# 034447 MARCO TECHNOLOGIES, LLC	8/5/2019	\$1,108.23	Contract Base Rate Charge for
Paid Chk# 034448 MATTSON, JOY	8/5/2019	\$200.00	Hall Damage Deposit Release -
Paid Chk# 034449 MENARDS - BUFFALO	8/5/2019	\$662.08	Ballfield Rakes
Paid Chk# 034450 MIDWEST FENCE & MFG. CO.	8/5/2019	\$5,539.00	Downtown Parking Lot: Fence Ma
Paid Chk# 034451 OMANN BROTHERS INC	8/5/2019	\$172.34	6th Street & Kayla: Asphalt
Paid Chk# 034452 POLLOCK, KAREN	8/5/2019	\$200.00	Hall Damage Deposit Release -
Paid Chk# 034453 REGENCY HOMES	8/5/2019	\$5,000.00	Erosion Control Escrow Release
Paid Chk# 034454 The Hartford	8/5/2019	\$201.27	STD & LTD - August 2019
Paid Chk# 034455 ULTIMATE SAFETY CONCEPTS,	8/5/2019	\$1,157.76	26 Pairs of Extrication Gloves
Paid Chk# 034456 Veolia Water North America	8/5/2019	\$8,484.08	Water Services - August 2019
Paid Chk# 034457 Verizon Wireless	8/5/2019	\$50.84	iPad Data Plan - 06/03/19 - 07
Paid Chk# 034458 VISA	8/5/2019	\$2,593.13	PW: Phone Services - 3 Lines -
Paid Chk# 034459 XCEL ENERGY	8/5/2019	\$1,980.77	City Hall 06/08/19 - 07/08/19
<b>Total Checks</b>		<b>\$75,418.44</b>	

FILTER: None

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## Cash Balances

August 2019

Fund	Begin Month	GL Debits Month	GL Credits Month	Balance
100 GENERAL FUND	\$745,098.63	\$0.00	\$44,448.07	\$700,650.56
107 FIRE DEPT DONATIONS FUND	\$23,431.08	\$0.00	\$1,157.76	\$22,273.32
201 EDA SPECIAL REVENUE FUND	\$122,628.33	\$0.00	\$2,895.00	\$119,733.33
205 EDA BUSINESS INCENTIVE FUND	\$151,902.15	\$0.00	\$0.00	\$151,902.15
311 2008A GO CIP REFUNDING BOND	\$63,677.25	\$0.00	\$0.00	\$63,677.25
312 2009A GO IMP REFUNDING BOND	\$13,417.23	\$0.00	\$0.00	\$13,417.23
314 2011A GO IMP CROSSOVER REF BD	\$554,645.99	\$0.00	\$0.00	\$554,645.99
315 2016A GO CIP BOND	\$46,344.56	\$0.00	\$0.00	\$46,344.56
401 GENERAL CAPITAL PROJECTS	\$739,739.11	\$0.00	\$5,779.10	\$733,960.01
402 PARKS CAPITAL PROJECTS	\$79,706.32	\$0.00	\$0.00	\$79,706.32
403 FIRE DEPT CAPITAL FUND	\$249,579.26	\$0.00	\$0.00	\$249,579.26
404 HISTORICAL CAPITAL PROJ FUND	\$0.00	\$0.00	\$0.00	\$0.00
405 PARK DEDICATION FEE	\$2,740.00	\$0.00	\$0.00	\$2,740.00
406 GAMBLING PROCEEDS	\$12,693.84	\$0.00	\$0.00	\$12,693.84
407 TIF REDEV DIST #1	\$11,051.24	\$0.00	\$0.00	\$11,051.24
409 MAHLER PIT - 15TH ST IMP FUND	\$94,008.89	\$0.00	\$0.00	\$94,008.89
411 FACILITIES CAPITAL PROJ FUND	\$0.00	\$0.00	\$0.00	\$0.00
417 EQUIPMENT CAPITAL FUND	\$138,408.41	\$0.00	\$0.00	\$138,408.41
418 STREET CAPITAL PROJ FUND	\$189,015.70	\$0.00	\$0.00	\$189,015.70
601 WATER ENTERPRISE FUND	\$945,938.93	\$0.00	\$3,585.83	\$942,353.10
602 SEWER ENTERPRISE FUND	\$320,180.78	\$0.00	\$4,898.25	\$315,282.53
603 STORM WATER ENTERPRISE FUND	\$155,902.42	\$0.00	\$653.28	\$155,249.14
611 WATER CAPITAL IMP FUND	\$181,329.06	\$0.00	\$0.00	\$181,329.06
612 SEWER CAPITAL IMP FUND	\$2,001,439.02	\$0.00	\$0.00	\$2,001,439.02
613 STORM WATER CAPITAL IMP FUND	\$617,032.38	\$0.00	\$0.00	\$617,032.38
701 RIVER ROAD CEMETERY	\$35,981.74	\$0.00	\$0.00	\$35,981.74
811 EROSION CONTROL ESCROW FUND	\$48,123.53	\$0.00	\$4,000.00	\$44,123.53
815 LANDSCAPE ESCROW FUND	\$50,000.00	\$0.00	\$6,000.00	\$44,000.00
817 INFRASTRUCTURE ESCROW FUND	\$21,000.00	\$0.00	\$2,000.00	\$19,000.00
818 MISC ESCROWS FUND	\$27,025.16	\$0.00	\$1.15	\$27,024.01
820 BRIDGES TOWNHOMES ESC FUND	\$3,686.68	\$0.00	\$0.00	\$3,686.68
823 CROW RVR HTS WEST 3RD / BACKES	\$11,016.27	\$0.00	\$0.00	\$11,016.27
825 CROW RVR HTS FUT WEST PLAT/PUD	\$7,069.56	\$0.00	\$0.00	\$7,069.56
826 CROW RVR HTS 4TH ADD FINL PLAT	\$0.00	\$0.00	\$0.00	\$0.00
827 HANOVER COVE PRELIMINARY PLAT	\$30,128.31	\$0.00	\$0.00	\$30,128.31
900 INTEREST	\$46,759.23	\$0.00	\$0.00	\$46,759.23
	\$7,740,701.06	\$0.00	\$75,418.44	\$7,665,282.62

Revenue Budget Report - General Fund

Source Alt Code	Account Descr	August 2019 Amt	2019 YTD Amt	2019 YTD Budget	2019 YTD Balance	%YTD Budget
<b>Fund 100 GENERAL FUND</b>						
TAXES	R 100-31000 Property Taxes - General	\$0.00	\$553,428.66	\$1,019,659.00	\$466,230.34	54.28%
TAXES	R 100-31020 Property Taxes - Fire	\$0.00	\$50,789.00	\$101,578.00	\$50,789.00	50.00%
TAXES	R 100-31800 Franchise Fees	\$0.00	\$7,275.51	\$15,000.00	\$7,724.49	48.50%
Source Alt Code TAXES		\$0.00	\$611,493.17	\$1,136,237.00	\$524,743.83	53.82%
SERVICE	R 100-34000 Charges for Services	\$0.00	\$5,335.31	\$0.00	-\$5,335.31	0.00%
SERVICE	R 100-34101 City Hall Rent Revenue	\$0.00	\$8,175.00	\$10,000.00	\$1,825.00	81.75%
SERVICE	R 100-34107 Assessment Search Fees	\$0.00	\$400.00	\$600.00	\$200.00	66.67%
SERVICE	R 100-34108 Administrative Fees	\$0.00	\$4,300.00	\$3,000.00	-\$1,300.00	143.33%
SERVICE	R 100-34109 Copies/Faxes	\$0.00	\$3.00	\$50.00	\$47.00	6.00%
SERVICE	R 100-34206 Other Public Safety Charges	\$0.00	\$620.00	\$0.00	-\$620.00	0.00%
SERVICE	R 100-34207 Fire Protection Services	\$0.00	\$55,377.77	\$110,755.00	\$55,377.23	50.00%
SERVICE	R 100-34403 Recycling Rev/Reimb	\$0.00	\$3,588.40	\$6,000.00	\$2,411.60	59.81%
SERVICE	R 100-34780 Park Rental Fees	\$0.00	\$1,529.40	\$2,500.00	\$970.60	61.18%
SERVICE	R 100-34940 Cemetery Revenues	\$0.00	\$3,550.00	\$2,000.00	-\$1,550.00	177.50%
Source Alt Code SERVICE		\$0.00	\$82,878.88	\$134,905.00	\$52,026.12	61.44%
MISC	R 100-36100 Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
MISC	R 100-36200 Miscellaneous Revenues	\$0.00	\$402.88	\$100.00	-\$302.88	402.88%
MISC	R 100-36210 Interest Earnings	\$0.00	\$2,063.40	\$0.00	-\$2,063.40	0.00%
MISC	R 100-36215 Investment Income/Loss	\$0.00	\$3,428.31	\$0.00	-\$3,428.31	0.00%
MISC	R 100-36230 Contributions and Donations	\$0.00	\$250.00	\$400.00	\$150.00	62.50%
MISC	R 100-36235 Insurance Dividends	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.00%
MISC	R 100-36250 Damage Deposits	\$0.00	\$7,750.00	\$0.00	-\$7,750.00	0.00%
MISC	R 100-36260 Refunds or Reimbursements	\$0.00	\$19.56	\$0.00	-\$19.56	0.00%
MISC	R 100-36290 Sale of Vehicles/Equipment	\$0.00	\$391.85	\$0.00	-\$391.85	0.00%
MISC	R 100-39101 Sales of General Fixed Asset	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
MISC	R 100-39203 Transfer from Other Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Source Alt Code MISC		\$0.00	\$14,306.00	\$4,500.00	-\$9,806.00	317.91%
LIC PERM	R 100-32110 Alcoholic Beverages	\$0.00	\$3,620.00	\$10,370.00	\$6,750.00	34.91%
LIC PERM	R 100-32180 Other Bus. Licenses/Permits	\$0.00	\$400.00	\$1,000.00	\$600.00	40.00%
LIC PERM	R 100-32210 Building Permits	\$0.00	\$68,234.02	\$100,000.00	\$31,765.98	68.23%
LIC PERM	R 100-32240 Animal Licenses	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
LIC PERM	R 100-32260 Solid Waste Hauler Licenses	\$0.00	\$1,500.00	\$1,500.00	\$0.00	100.00%
LIC PERM	R 100-32270 Rental Dwelling Licenses	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
LIC PERM	R 100-32280 Other Non-Business Lic/Per	\$0.00	\$25.00	\$50.00	\$25.00	50.00%
Source Alt Code LIC PERM		\$0.00	\$73,779.02	\$112,920.00	\$39,140.98	65.34%
INTGOVT	R 100-33400 State Grants and Aids	\$0.00	\$1,500.00	\$0.00	-\$1,500.00	0.00%
INTGOVT	R 100-33401 Local Government Aid	\$0.00	\$0.00	\$118,253.00	\$118,253.00	0.00%
INTGOVT	R 100-33410 MV Credit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INTGOVT	R 100-33420 PERA Aid	\$0.00	\$0.00	\$339.00	\$339.00	0.00%
INTGOVT	R 100-33422 State Fire Aid	\$0.00	\$0.00	\$39,000.00	\$39,000.00	0.00%
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	\$1,500.00	\$163,092.00	\$161,592.00	0.92%
FINES	R 100-35100 Court Fines	\$0.00	\$1,054.59	\$3,000.00	\$1,945.41	35.15%
Source Alt Code FINES		\$0.00	\$1,054.59	\$3,000.00	\$1,945.41	35.15%
<b>Fund 100 GENERAL FUND</b>		<b>\$0.00</b>	<b>\$785,011.66</b>	<b>\$1,554,654.00</b>	<b>\$769,642.34</b>	<b>50.49%</b>

**CITY OF HANOVER**  
**Revenue Budget Report - General Fund**

Source Alt Code	Account Descr	August 2019 Amt	2019 YTD Amt	2019 YTD Budget	2019 YTD Balance	%YTD Budget
		\$0.00	\$785,011.66	\$1,554,654.00	\$769,642.34	50.49%

**CITY OF HANOVER**  
**Expenditure Budget Report - General Fund**

Dept Abbrev	Account Descr	August 2019 Amt	2019 YTD Amt	2019 YTD Budget	2019 YTD Balance	%YTD Budget
<b>Fund 100 GENERAL FUND</b>						
Dept 41110 Council						
COUNCIL	E 100-41110-111 Committee Wages/Mee	\$0.00	\$7,015.00	\$13,000.00	\$5,985.00	53.96%
COUNCIL	E 100-41110-122 FICA	\$0.00	\$434.93	\$806.00	\$371.07	53.96%
COUNCIL	E 100-41110-123 Medicare	\$0.00	\$101.72	\$189.00	\$87.28	53.82%
COUNCIL	E 100-41110-208 Training and Instructio	\$0.00	\$1,300.00	\$1,000.00	-\$300.00	130.00%
COUNCIL	E 100-41110-306 Dues & Subscriptions	\$0.00	\$5,702.59	\$7,500.00	\$1,797.41	76.03%
COUNCIL	E 100-41110-331 Travel Expenses	\$0.00	\$1,488.56	\$1,000.00	-\$488.56	148.86%
COUNCIL	E 100-41110-437 Other Miscellaneous	\$0.00	\$441.02	\$20,000.00	\$19,558.98	2.21%
Dept 41110 Council		\$0.00	\$16,483.82	\$43,495.00	\$27,011.18	37.90%
Dept 41330 Boards and Commissions						
BRDCOMM	E 100-41330-111 Committee Wages/Mee	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.00%
BRDCOMM	E 100-41330-208 Training and Instructio	\$0.00	\$150.00	\$0.00	-\$150.00	0.00%
BRDCOMM	E 100-41330-331 Travel Expenses	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 41330 Boards and Commissions		\$0.00	\$150.00	\$5,000.00	\$4,850.00	3.00%
Dept 41400 City Administrator						
CITYADM	E 100-41400-101 Full-Time Employees R	\$0.00	\$41,245.76	\$75,642.00	\$34,396.24	54.53%
CITYADM	E 100-41400-121 PERA	\$0.00	\$3,237.01	\$5,673.00	\$2,435.99	57.06%
CITYADM	E 100-41400-122 FICA	\$0.00	\$2,672.02	\$4,690.00	\$2,017.98	56.97%
CITYADM	E 100-41400-123 Medicare	\$0.00	\$624.93	\$1,097.00	\$472.07	56.97%
CITYADM	E 100-41400-134 Employer Paid Life	\$0.00	\$351.14	\$385.00	\$33.86	91.21%
CITYADM	E 100-41400-151 Med/Dental Insurance	\$0.00	\$4,900.00	\$8,400.00	\$3,500.00	58.33%
CITYADM	E 100-41400-208 Training and Instructio	\$0.00	\$1,195.00	\$1,500.00	\$305.00	79.67%
CITYADM	E 100-41400-306 Dues & Subscriptions	\$0.00	\$135.00	\$250.00	\$115.00	54.00%
Dept 41400 City Administrator		\$0.00	\$54,360.86	\$97,637.00	\$43,276.14	55.68%
Dept 41410 Elections						
ELECTION	E 100-41410-200 Office Supplies (GENER	\$0.00	-\$1,651.40	\$100.00	\$1,751.40	651.40%
ELECTION	E 100-41410-310 Other Professional Serv	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
ELECTION	E 100-41410-351 Legal Notices Publishin	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
ELECTION	E 100-41410-400 Repairs & Maint Cont (	\$0.00	\$1,201.60	\$2,000.00	\$798.40	60.08%
Dept 41410 Elections		\$0.00	-\$449.80	\$2,100.00	\$2,549.80	-21.42%
Dept 41430 Clerical Staff						
CLERICAL	E 100-41430-101 Full-Time Employees R	\$0.00	\$26,222.58	\$48,004.00	\$21,781.42	54.63%
CLERICAL	E 100-41430-121 PERA	\$0.00	\$2,057.81	\$3,600.00	\$1,542.19	57.16%
CLERICAL	E 100-41430-122 FICA	\$0.00	\$1,697.25	\$2,976.00	\$1,278.75	57.03%
CLERICAL	E 100-41430-123 Medicare	\$0.00	\$396.90	\$696.00	\$299.10	57.03%
CLERICAL	E 100-41430-134 Employer Paid Life	\$0.00	\$239.38	\$1,540.00	\$1,300.62	15.54%
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	\$180.00	\$500.00	\$320.00	36.00%
CLERICAL	E 100-41430-306 Dues & Subscriptions	\$0.00	\$45.00	\$100.00	\$55.00	45.00%
Dept 41430 Clerical Staff		\$0.00	\$35,738.92	\$65,816.00	\$30,077.08	54.30%
Dept 41435 Staff Expenses						
STAFFEXP	E 100-41435-260 Uniforms	\$0.00	\$245.57	\$300.00	\$54.43	81.86%
STAFFEXP	E 100-41435-310 Other Professional Serv	\$0.00	\$150.00	\$500.00	\$350.00	30.00%
STAFFEXP	E 100-41435-331 Travel Expenses	\$0.00	\$1,052.83	\$2,000.00	\$947.17	52.64%
Dept 41435 Staff Expenses		\$0.00	\$1,448.40	\$2,800.00	\$1,351.60	51.73%
Dept 41530 Accounting						
ACCTING	E 100-41530-101 Full-Time Employees R	\$0.00	\$30,365.60	\$55,692.00	\$25,326.40	54.52%
ACCTING	E 100-41530-121 PERA	\$0.00	\$2,383.13	\$4,177.00	\$1,793.87	57.05%

**CITY OF HANOVER**  
**Expenditure Budget Report - General Fund**

Dept Abbrev	Account Descr	August 2019 Amt	2019 YTD Amt	2019 YTD Budget	2019 YTD Balance	%YTD Budget
ACCTING	E 100-41530-122 FICA	\$0.00	\$1,970.06	\$3,453.00	\$1,482.94	57.05%
ACCTING	E 100-41530-123 Medicare	\$0.00	\$460.70	\$808.00	\$347.30	57.02%
ACCTING	E 100-41530-134 Employer Paid Life	\$0.00	\$276.44	\$1,060.00	\$783.56	26.08%
ACCTING	E 100-41530-151 Med/Dental Insurance	\$0.00	\$4,692.32	\$8,398.00	\$3,705.68	55.87%
ACCTING	E 100-41530-208 Training and Instructio	\$0.00	\$50.00	\$1,000.00	\$950.00	5.00%
ACCTING	E 100-41530-306 Dues & Subscriptions	\$0.00	\$50.04	\$250.00	\$199.96	20.02%
ACCTING	E 100-41530-310 Other Professional Serv	\$0.00	\$3,137.90	\$2,500.00	-\$637.90	125.52%
Dept 41530 Accounting		\$0.00	\$43,386.19	\$77,338.00	\$33,951.81	56.10%
Dept 41540 Auditing						
AUDITING	E 100-41540-301 Auditing and Acctg Ser	\$0.00	\$22,150.00	\$22,000.00	-\$150.00	100.68%
Dept 41540 Auditing		\$0.00	\$22,150.00	\$22,000.00	-\$150.00	100.68%
Dept 41550 Assessing						
ASSESS G	E 100-41550-310 Other Professional Serv	\$8.00	\$13,236.60	\$21,000.00	\$7,763.40	63.03%
Dept 41550 Assessing		\$8.00	\$13,236.60	\$21,000.00	\$7,763.40	63.03%
Dept 41570 Purchasing						
PURCHASE	E 100-41570-200 Office Supplies (GENER	\$212.84	\$1,350.71	\$3,500.00	\$2,149.29	38.59%
PURCHASE	E 100-41570-205 Bank Fees	\$0.00	\$40.00	\$200.00	\$160.00	20.00%
PURCHASE	E 100-41570-207 Computer Supplies	\$0.00	\$6,129.93	\$6,000.00	-\$129.93	102.17%
PURCHASE	E 100-41570-220 Repair/Maint Supply (G	\$1,108.23	\$3,741.23	\$4,000.00	\$258.77	93.53%
PURCHASE	E 100-41570-322 Postage	\$0.00	\$1,399.62	\$2,500.00	\$1,100.38	55.98%
PURCHASE	E 100-41570-570 Office Equip and Furnis	\$0.00	\$0.00	\$3,000.00	\$3,000.00	0.00%
Dept 41570 Purchasing		\$1,321.07	\$12,661.49	\$19,200.00	\$6,538.51	65.95%
Dept 41600 Computer						
COMPUTER	E 100-41600-310 Other Professional Serv	\$120.86	\$4,042.54	\$5,000.00	\$957.46	80.85%
Dept 41600 Computer		\$120.86	\$4,042.54	\$5,000.00	\$957.46	80.85%
Dept 41610 City Attorney						
CITYATNY	E 100-41610-304 Legal Fees	\$0.00	\$3,339.17	\$23,500.00	\$20,160.83	14.21%
Dept 41610 City Attorney		\$0.00	\$3,339.17	\$23,500.00	\$20,160.83	14.21%
Dept 41910 Planning and Zoning						
PLANZONG	E 100-41910-310 Other Professional Serv	\$0.00	\$13,390.00	\$25,000.00	\$11,610.00	53.56%
Dept 41910 Planning and Zoning		\$0.00	\$13,390.00	\$25,000.00	\$11,610.00	53.56%
Dept 41940 General Govt Buildings/Plant						
GOVTBLDG	E 100-41940-210 Operating Supplies (GE	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.00%
GOVTBLDG	E 100-41940-220 Repair/Maint Supply (G	\$0.00	\$3,920.37	\$7,000.00	\$3,079.63	56.01%
GOVTBLDG	E 100-41940-306 Dues & Subscriptions	\$0.00	\$525.00	\$525.00	\$0.00	100.00%
GOVTBLDG	E 100-41940-310 Other Professional Serv	\$390.00	\$3,396.21	\$7,500.00	\$4,103.79	45.28%
GOVTBLDG	E 100-41940-321 Telephone	\$342.68	\$2,854.15	\$6,400.00	\$3,545.85	44.60%
GOVTBLDG	E 100-41940-325 Taxes	\$0.00	\$25.06	\$500.00	\$474.94	5.01%
GOVTBLDG	E 100-41940-381 Electric Utilities	\$1,122.22	\$4,762.98	\$9,600.00	\$4,837.02	49.61%
GOVTBLDG	E 100-41940-383 Gas Utilities	\$0.00	\$2,513.61	\$5,000.00	\$2,486.39	50.27%
GOVTBLDG	E 100-41940-384 Refuse/Garbage Dispos	\$311.35	\$2,131.18	\$3,500.00	\$1,368.82	60.89%
GOVTBLDG	E 100-41940-415 Other Equipment Renta	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
GOVTBLDG	E 100-41940-520 Buildings and Structure	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.00%
GOVTBLDG	E 100-41940-560 Furniture and Fixtures	\$0.00	\$4,742.54	\$2,000.00	-\$2,742.54	237.13%
GOVTBLDG	E 100-41940-580 Other Equipment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 41940 General Govt Buildings/Plant		\$2,166.25	\$24,871.10	\$48,025.00	\$23,153.90	51.79%
Dept 41950 Engineer						
ENGINEER	E 100-41950-303 Engineering Fees	\$0.00	\$5,076.00	\$20,000.00	\$14,924.00	25.38%
Dept 41950 Engineer		\$0.00	\$5,076.00	\$20,000.00	\$14,924.00	25.38%

**CITY OF HANOVER**  
**Expenditure Budget Report - General Fund**

Dept Abbrev	Account Descr	August 2019 Amt	2019 YTD Amt	2019 YTD Budget	2019 YTD Balance	%YTD Budget
Dept 41960	Insurance					
INSURANCE	E 100-41960-150 Worker s Comp (GENE	\$0.00	\$12,875.72	\$18,000.00	\$5,124.28	71.53%
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	\$23,659.82	\$25,000.00	\$1,340.18	94.64%
Dept 41960	Insurance	\$0.00	\$36,535.54	\$43,000.00	\$6,464.46	84.97%
Dept 41970	Legal Publications					
LEGALPUB	E 100-41970-341 Employment	\$0.00	\$0.00	\$300.00	\$300.00	0.00%
LEGALPUB	E 100-41970-343 Other Advertising	\$0.00	\$119.00	\$100.00	-\$19.00	119.00%
LEGALPUB	E 100-41970-351 Legal Notices Publishin	\$0.00	\$156.47	\$1,000.00	\$843.53	15.65%
LEGALPUB	E 100-41970-354 Recording Fees	\$0.00	\$52.65	\$250.00	\$197.35	21.06%
Dept 41970	Legal Publications	\$0.00	\$328.12	\$1,650.00	\$1,321.88	19.89%
Dept 42000	Public Safety (GENERAL)					
PUBSAFTY	E 100-42000-437 Other Miscellaneous	\$0.00	\$20.00	\$0.00	-\$20.00	0.00%
Dept 42000	Public Safety (GENERAL)	\$0.00	\$20.00	\$0.00	-\$20.00	0.00%
Dept 42101	Hennepin County Sheriff					
HCSHERIFF	E 100-42101-310 Other Professional Serv	\$20,679.00	\$41,358.00	\$82,716.00	\$41,358.00	50.00%
Dept 42101	Hennepin County Sheriff	\$20,679.00	\$41,358.00	\$82,716.00	\$41,358.00	50.00%
Dept 42102	Wright County Sheriff					
WCSHERIFF	E 100-42102-310 Other Professional Serv	\$0.00	\$64,009.12	\$108,770.00	\$44,760.88	58.85%
Dept 42102	Wright County Sheriff	\$0.00	\$64,009.12	\$108,770.00	\$44,760.88	58.85%
Dept 42210	Fire Dept Administration					
FIREADMIN	E 100-42210-103 Part-Time Employees	\$0.00	\$23,100.54	\$61,000.00	\$37,899.46	37.87%
FIREADMIN	E 100-42210-122 FICA	\$0.00	\$3,634.73	\$3,782.00	\$147.27	96.11%
FIREADMIN	E 100-42210-123 Medicare	\$0.00	\$850.10	\$885.00	\$34.90	96.06%
FIREADMIN	E 100-42210-142 Unemployment Benefit	\$0.00	\$0.00	\$300.00	\$300.00	0.00%
FIREADMIN	E 100-42210-150 Worker s Comp (GENE	\$0.00	\$8,559.48	\$9,000.00	\$440.52	95.11%
FIREADMIN	E 100-42210-200 Office Supplies (GENER	\$0.00	\$770.59	\$350.00	-\$420.59	220.17%
FIREADMIN	E 100-42210-305 Medical and Dental Fee	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.00%
FIREADMIN	E 100-42210-306 Dues & Subscriptions	\$0.00	\$792.00	\$1,500.00	\$708.00	52.80%
FIREADMIN	E 100-42210-361 General Liability Ins	\$0.00	\$3,548.16	\$5,000.00	\$1,451.84	70.96%
Dept 42210	Fire Dept Administration	\$0.00	\$41,255.60	\$85,817.00	\$44,561.40	48.07%
Dept 42220	Fire Dept Equipment					
FIREEQUIP	E 100-42220-221 Equipment Parts	\$138.98	\$1,027.28	\$15,500.00	\$14,472.72	6.63%
FIREEQUIP	E 100-42220-228 Medical Supplies	\$0.00	\$794.69	\$1,500.00	\$705.31	52.98%
FIREEQUIP	E 100-42220-240 Small Tools and Minor	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.00%
FIREEQUIP	E 100-42220-260 Uniforms	\$0.00	\$3,097.51	\$28,500.00	\$25,402.49	10.87%
FIREEQUIP	E 100-42220-580 Other Equipment	\$0.00	\$3,276.79	\$5,000.00	\$1,723.21	65.54%
Dept 42220	Fire Dept Equipment	\$138.98	\$8,196.27	\$51,500.00	\$43,303.73	15.92%
Dept 42240	Fire Dept Training					
FIRETRNG	E 100-42240-208 Training and Instructio	\$1,574.95	\$5,075.76	\$12,500.00	\$7,424.24	40.61%
FIRETRNG	E 100-42240-310 Other Professional Serv	\$0.00	\$1,608.56	\$3,210.00	\$1,601.44	50.11%
FIRETRNG	E 100-42240-331 Travel Expenses	\$0.00	\$293.64	\$1,500.00	\$1,206.36	19.58%
Dept 42240	Fire Dept Training	\$1,574.95	\$6,977.96	\$17,210.00	\$10,232.04	40.55%
Dept 42260	Fire Vehicles					
FIREVEH	E 100-42260-212 Motor Fuels	\$0.00	\$1,177.58	\$4,500.00	\$3,322.42	26.17%
FIREVEH	E 100-42260-220 Repair/Maint Supply (G	\$0.00	\$388.48	\$9,000.00	\$8,611.52	4.32%
FIREVEH	E 100-42260-240 Small Tools and Minor	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.00%
FIREVEH	E 100-42260-323 Radio Units	\$0.00	\$5,795.30	\$7,805.00	\$2,009.70	74.25%
Dept 42260	Fire Vehicles	\$0.00	\$7,361.36	\$22,305.00	\$14,943.64	33.00%

**CITY OF HANOVER**  
**Expenditure Budget Report - General Fund**

Dept Abbrev	Account Descr	August 2019 Amt	2019 YTD Amt	2019 YTD Budget	2019 YTD Balance	%YTD Budget
Dept 42280 Fire Stations and Bldgs						
FIREBLDG	E 100-42280-215 Shop Supplies	\$0.00	\$70.64	\$1,650.00	\$1,579.36	4.28%
FIREBLDG	E 100-42280-220 Repair/Maint Supply (G	\$0.00	\$1,684.46	\$7,500.00	\$5,815.54	22.46%
FIREBLDG	E 100-42280-321 Telephone	\$50.84	\$581.27	\$1,000.00	\$418.73	58.13%
FIREBLDG	E 100-42280-325 Taxes	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FIREBLDG	E 100-42280-381 Electric Utilities	\$327.45	\$1,822.65	\$4,500.00	\$2,677.35	40.50%
FIREBLDG	E 100-42280-383 Gas Utilities	\$0.00	\$2,059.61	\$3,000.00	\$940.39	68.65%
FIREBLDG	E 100-42280-520 Buildings and Structure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 42280 Fire Stations and Bldgs		\$378.29	\$6,218.63	\$17,650.00	\$11,431.37	35.23%
Dept 42290 Fire Relief Association						
FIRERELIEF	E 100-42290-124 Fire Pension Contributi	\$0.00	\$0.00	\$39,000.00	\$39,000.00	0.00%
FIRERELIEF	E 100-42290-125 Other Retirement Contr	\$5,801.00	\$5,801.00	\$11,602.00	\$5,801.00	50.00%
FIRERELIEF	E 100-42290-301 Auditing and Acctg Ser	\$0.00	\$6,250.00	\$6,250.00	\$0.00	100.00%
Dept 42290 Fire Relief Association		\$5,801.00	\$12,051.00	\$56,852.00	\$44,801.00	21.20%
Dept 42401 Building Inspection Admin						
INSPADMN	E 100-42401-310 Other Professional Serv	\$1,224.48	\$18,615.00	\$50,000.00	\$31,385.00	37.23%
Dept 42401 Building Inspection Admin		\$1,224.48	\$18,615.00	\$50,000.00	\$31,385.00	37.23%
Dept 42700 Animal Control						
ANIMCTRL	E 100-42700-310 Other Professional Serv	\$0.00	\$457.00	\$1,000.00	\$543.00	45.70%
Dept 42700 Animal Control		\$0.00	\$457.00	\$1,000.00	\$543.00	45.70%
Dept 42800 Cemetery						
CEMETERY	E 100-42800-310 Other Professional Serv	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 42800 Cemetery		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 43000 Public Works (GENERAL)						
PUBWRKS	E 100-43000-101 Full-Time Employees R	\$0.00	\$85,285.48	\$138,997.00	\$53,711.52	61.36%
PUBWRKS	E 100-43000-102 Full-Time Employees O	\$0.00	\$1,063.56	\$2,000.00	\$936.44	53.18%
PUBWRKS	E 100-43000-103 Part-Time Employees	\$0.00	\$7,278.58	\$14,580.00	\$7,301.42	49.92%
PUBWRKS	E 100-43000-121 PERA	\$0.00	\$6,822.43	\$12,300.00	\$5,477.57	55.47%
PUBWRKS	E 100-43000-122 FICA	\$0.00	\$5,895.89	\$11,072.00	\$5,176.11	53.25%
PUBWRKS	E 100-43000-123 Medicare	\$0.00	\$1,378.88	\$2,589.00	\$1,210.12	53.26%
PUBWRKS	E 100-43000-134 Employer Paid Life	\$0.00	\$794.12	\$2,535.00	\$1,740.88	31.33%
PUBWRKS	E 100-43000-142 Unemployment Benefit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
PUBWRKS	E 100-43000-151 Med/Dental Insurance	\$0.00	\$18,504.64	\$32,400.00	\$13,895.36	57.11%
PUBWRKS	E 100-43000-208 Training and Instructio	\$0.00	\$2,003.39	\$2,500.00	\$496.61	80.14%
PUBWRKS	E 100-43000-212 Motor Fuels	\$742.02	\$7,381.49	\$7,000.00	-\$381.49	105.45%
PUBWRKS	E 100-43000-215 Shop Supplies	\$199.89	\$1,486.70	\$7,500.00	\$6,013.30	19.82%
PUBWRKS	E 100-43000-220 Repair/Maint Supply (G	\$154.99	\$2,946.62	\$12,000.00	\$9,053.38	24.56%
PUBWRKS	E 100-43000-226 Sign Repair Materials	\$0.00	\$273.73	\$1,500.00	\$1,226.27	18.25%
PUBWRKS	E 100-43000-240 Small Tools and Minor	\$265.11	\$3,050.40	\$5,000.00	\$1,949.60	61.01%
PUBWRKS	E 100-43000-260 Uniforms	\$479.95	\$955.42	\$3,000.00	\$2,044.58	31.85%
PUBWRKS	E 100-43000-310 Other Professional Serv	\$46.90	\$3,283.30	\$10,000.00	\$6,716.70	32.83%
PUBWRKS	E 100-43000-321 Telephone	\$453.85	\$3,694.61	\$4,200.00	\$505.39	87.97%
PUBWRKS	E 100-43000-325 Taxes	\$0.00	\$19.50	\$200.00	\$180.50	9.75%
PUBWRKS	E 100-43000-381 Electric Utilities	\$385.37	\$2,296.04	\$6,000.00	\$3,703.96	38.27%
PUBWRKS	E 100-43000-383 Gas Utilities	\$0.00	\$3,628.60	\$5,000.00	\$1,371.40	72.57%
Dept 43000 Public Works (GENERAL)		\$2,728.08	\$158,043.38	\$280,373.00	\$122,329.62	56.37%
Dept 43121 Paved Streets						
PAVSTRTS	E 100-43121-224 Street Maint Materials	\$2,731.96	\$22,955.89	\$100,000.00	\$77,044.11	22.96%
Dept 43121 Paved Streets		\$2,731.96	\$22,955.89	\$100,000.00	\$77,044.11	22.96%
Dept 43122 Unpaved Streets						

**CITY OF HANOVER**  
**Expenditure Budget Report - General Fund**

Dept Abbrev	Account Descr	August 2019 Amt	2019 YTD Amt	2019 YTD Budget	2019 YTD Balance	%YTD Budget
UNPAVSTS	E 100-43122-224 Street Maint Materials	\$0.00	\$565.00	\$15,000.00	\$14,435.00	3.77%
Dept 43122	Unpaved Streets	\$0.00	\$565.00	\$15,000.00	\$14,435.00	3.77%
Dept 43125	Ice & Snow Removal					
SNOWREMO	E 100-43125-224 Street Maint Materials	\$0.00	\$4,572.86	\$20,000.00	\$15,427.14	22.86%
Dept 43125	Ice & Snow Removal	\$0.00	\$4,572.86	\$20,000.00	\$15,427.14	22.86%
Dept 43160	Street Lighting					
STLGHGTG	E 100-43160-381 Electric Utilities	\$106.87	\$12,419.22	\$25,000.00	\$12,580.78	49.68%
Dept 43160	Street Lighting	\$106.87	\$12,419.22	\$25,000.00	\$12,580.78	49.68%
Dept 43240	Waste (refuse) Disposal					
REFDISPO	E 100-43240-384 Refuse/Garbage Dispos	\$0.00	\$2,674.82	\$1,000.00	-\$1,674.82	267.48%
Dept 43240	Waste (refuse) Disposal	\$0.00	\$2,674.82	\$1,000.00	-\$1,674.82	267.48%
Dept 43245	Recycling: Refuse					
RECYCLING	E 100-43245-384 Refuse/Garbage Dispos	\$3,472.00	\$24,211.20	\$40,000.00	\$15,788.80	60.53%
Dept 43245	Recycling: Refuse	\$3,472.00	\$24,211.20	\$40,000.00	\$15,788.80	60.53%
Dept 45186	Senior Center					
SRCENTER	E 100-45186-437 Other Miscellaneous	\$0.00	\$4,349.02	\$8,700.00	\$4,350.98	49.99%
Dept 45186	Senior Center	\$0.00	\$4,349.02	\$8,700.00	\$4,350.98	49.99%
Dept 45200	Parks (GENERAL)					
PARKS	E 100-45200-212 Motor Fuels	\$0.00	\$693.15	\$2,000.00	\$1,306.85	34.66%
PARKS	E 100-45200-220 Repair/Maint Supply (G	\$140.65	\$3,691.17	\$5,000.00	\$1,308.83	73.82%
PARKS	E 100-45200-225 Landscaping Materials	\$0.00	\$3,392.07	\$8,000.00	\$4,607.93	42.40%
PARKS	E 100-45200-310 Other Professional Serv	\$0.00	\$7,000.00	\$7,000.00	\$0.00	100.00%
PARKS	E 100-45200-381 Electric Utilities	\$97.36	\$1,111.06	\$2,200.00	\$1,088.94	50.50%
PARKS	E 100-45200-400 Repairs & Maint Cont (	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.00%
PARKS	E 100-45200-440 Programs	\$0.00	\$864.52	\$3,000.00	\$2,135.48	28.82%
PARKS	E 100-45200-580 Other Equipment	\$557.00	\$4,183.21	\$8,000.00	\$3,816.79	52.29%
Dept 45200	Parks (GENERAL)	\$795.01	\$20,935.18	\$36,700.00	\$15,764.82	57.04%
Dept 45500	Libraries (GENERAL)					
LIBRARY	E 100-45500-437 Other Miscellaneous	\$0.00	\$9,199.64	\$11,500.00	\$2,300.36	80.00%
Dept 45500	Libraries (GENERAL)	\$0.00	\$9,199.64	\$11,500.00	\$2,300.36	80.00%
Dept 48205	Damage Deposit Refunds					
DMGDEPRF	E 100-48205-810 Refunds & Reimburse	\$1,000.00	\$6,850.00	\$0.00	-\$6,850.00	0.00%
Dept 48205	Damage Deposit Refunds	\$1,000.00	\$6,850.00	\$0.00	-\$6,850.00	0.00%
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	\$0.00	\$0.00	\$0.00	0.00%
Dept 49800	Transit (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 100	GENERAL FUND	\$44,246.80	\$760,045.10	\$1,554,654.00	\$794,608.90	48.89%

Expenditure Budget Report - General Fund

Dept Abbrev	Account Descr	August 2019 Amt	2019 YTD Amt	2019 YTD Budget	2019 YTD Balance	%YTD Budget
		\$44,246.80	\$760,045.10	\$1,554,654.00	\$794,608.90	48.89%

**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 Mayor Kauffman at 7:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 5<sup>th</sup> day of August, 2019.

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 08-05-19-67**

**A RESOLUTION RECOGNIZING THE RESIGNATION OF TIMOTHY BROWN JR  
FROM THE HANOVER FIRE DEPARTMENT**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota hereby recognizes the resignation of Timothy Brown Jr from the Hanover Fire Department on June 18, 2019.

**BE IT FURTHER RESOLVED**, that the City Council thanks Mr. Brown Jr. for his dedication to the City.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of August, 2019.

APPROVED BY:

\_\_\_\_\_  
Chris Kauffman, 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 Mayor Kauffman at 7:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 5<sup>th</sup> day of August, 2019.

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 08-05-19-68**

**A RESOLUTION APPROVING PURCHASE OF FIRE DEPARMTMENT TURNOUT GEAR**

**WHEREAS**, the Hanover Fire Department have a new member who recently came off probation; and

**WHEREAS**, the Fire Chief recommends purchasing new turnout gear for their use.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hanover, Minnesota, hereby approves the purchase of one set of turnout gear in an approximate amount of \$2,800.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of August, 2019.

APPROVED BY:

\_\_\_\_\_  
Chris Kauffman, 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 Mayor Kauffman at 7:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 5<sup>th</sup> day of August, 2019.

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 08-06-19-69**

**A RESOLUTION ACCEPTING A LEGAL SERVICES ENGAGEMENT LETTER  
WITH MCDONLD HOPKINS**

**WHEREAS**, a staff members email account received a data breach; and

**WHEREAS**, the City’s insurance provider, LMCIT, recommends consulting McDonald Hopkins, a legal firm, to assess the level of the data breach and necessary actions the City is obligated to complete; and

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota, hereby accepts the engagement letter with McDonald Hopkins in accordance with the attached engagement letter.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of August, 2019.

APPROVED BY:

\_\_\_\_\_  
Chris Kauffman, Mayor

ATTEST:

\_\_\_\_\_  
Brian Hagen, City Administrator

Dominic A. Paluzzi  
Direct Dial: 248-220-1356  
E-mail: dpaluzzi@mcdonaldhopkins.com

July 17, 2019

**VIA E-MAIL (brianh@ci.hanover.mn.us)**

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

**Re: Engagement Terms: O365 Compromise Incident**

Dear Mr. Hagen:

Thank you for selecting McDonald Hopkins PLC to assist in analyzing and responding to the O365 Compromise incident at the City of Hanover, Minnesota. We appreciate the opportunity to act as legal counsel for the City of Hanover, Minnesota. This is a contract for legal services and an effort to explain to you both the financial aspects of the attorney-client relationship, and the responsibilities and expectations of both parties to the relationship. Please examine this letter carefully and let me know immediately if you have any questions or concerns before you sign it. No work will be performed on this matter and no attorney-client relationship is established until you have signed and returned this agreement.

**Fees.** Amanda Martin and I will be the attorneys principally responsible for this matter. As appropriate, we may delegate work to other lawyers or legal assistants. Each attorney and legal assistant charges an hourly rate for his or her work. My hourly rate is \$440. Amanda's hourly rate is \$265. Because you are a League of Minnesota Cities' insured, you will receive the benefit of the League of Minnesota Cities' Preferred Rates. We will bill this matter at a 10% reduction in the aforementioned hourly rates. As appropriate, we may delegate work to other lawyers or legal assistants. Their rates will also be reduced by 10%. Work is billed in a minimum of six-minute increments. If the Firm increases its hourly rates at any time during the course of this representation, the higher rates shall be deemed substituted for the initial rates described in this fee agreement.

We will make every effort to perform our services in a cost efficient manner, including using services of people with the lowest rates who are capable of performing the task. These rates are subject to periodic and discretionary adjustment. We are often asked to estimate the total fees and expenses that may be charged for a matter. While we will attempt to give you a reasonable estimate based on past experience and what we might anticipate in this instance, unless we agree in writing otherwise, any such estimate does not represent a maximum,

minimum or fixed-fee quotation. Ultimate fees and expenses may be more or less than the amount estimated.

**Expenses.** All expenses that this Firm advances or incurs in connection with this matter shall be reimbursed to us at our actual cost. Expenses which are to be reimbursed include, but are not limited to, filing fees, service fees, document procurement, photocopy charges, messenger fees, long distance telephone and fax charges, computer research charges, court reporter charges, expert and witness fees and, where necessary, travel, mileage, parking and accommodation expenses. These expenses will be identified and invoiced with each monthly bill. In the case of expert witnesses or other expenses that exceed \$1,000.00, we reserve the right to submit those fees directly to you to pay. Please note that any failure to pay expert witnesses will likely result in their refusal to perform any work and may severely prejudice the success of your matter.

**Invoices.** You and League of Minnesota Cities will receive a monthly bill detailing the work that was performed on this matter, the identity of the person performing the work, the amount of time spent, the charge for that time and a description and amount of any expenses incurred. If you have any concerns about our representation or any bill, we ask you to notify us right away. We will try to resolve any such concerns to everyone's satisfaction. Invoices are due upon receipt. You agree to timely pay us for any fees or costs invoiced and not covered by League of Minnesota Cities.

**What you should expect from us.** The Firm will work diligently on this matter and will promptly keep you or someone you designate informed regarding the progress of your matter.

You should expect to be treated with respect and courtesy from all members of the Firm and you should promptly inform us of any transgression on our part.

We cannot guarantee the outcome of this matter. We shall advise you of the recommended technical and legal tactical issue as they arise so that you may continue to evaluate whether and how you wish to continue the legal representation. However, lawyers are subject to independent ethical obligations and a lawyer is not obligated to pursue objectives or employ means simply because the client may wish that the lawyer do so if the lawyer would be violating another duty by pursuing the requested action.

Generally, the information clients give to our Firm is subject to the attorney-client privilege. You should be aware that lawyers are under an independent ethical duty to reveal privileged information, such as illegal or fraudulent acts committed by clients in the course of the attorney-client relationship, the intention of the client to commit a crime or when the lawyer is required to divulge the information by law or court order.

**What we expect from the Client.** In order for a lawyer-client relationship to work effectively, the client must be truthful in all discussions with us, even if, and especially when, they think the information is hurtful to the company's matter. We need to have all information in a timely manner. If we are missing part of the picture, we cannot represent a client effectively.

**Files and Records.** When the Firm's services are concluded or terminated, the Firm will close its file on the matter. At the time of closing or thereafter, you have the right to review the file and/or have a copy of anything from it you wish to retain, with the exception of the personal notes and memorandums of the legal staff, for a reasonable per page copy cost and, if in off-site storage, our retrieval cost. If a client owes the Firm for expenses or fees, the Firm is not required to release the Client's file provided certain ethical requirements are met. The file will be maintained as long as legally required, but in no case can the Client expect that the Firm will keep the file beyond three (3) years after the representation of the Client in that matter has ended. Thereafter, the file may be destroyed without further notice to the Client. NOTE: This is the only notice you will receive regarding future destruction of your file. Please note that we reserve the right to maintain the closed file in an electronic format, only, and to destroy the hard copy of the file.

**Discontinuing or Withdrawing from the Representation.** The services of the Firm may be discontinued by the Client at any time. Note that in a litigation matter, your ability to substitute counsel may be subject to court approval. Under certain circumstances, the court may not grant the substitution of counsel or agree to delay the proceeding to accommodate the hiring of new counsel.

The Firm reserves the right to withdraw from this representation if invoices are not paid on a timely basis or retainers not replenished per this agreement or if there has been a breakdown of the attorney-client relationship.

Discontinuing the representation does not affect the Client's responsibility to pay for the legal services rendered and the expenses incurred up to the date of termination.

You are engaging our firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal or other developments.

**Conflicts.** Before preparing this engagement letter, we have conducted an internal check of our records to determine whether or not a conflict may exist with one or more of our existing clients. Based on that check, it appears that no such conflict exists.

Under our profession's Rules of Professional Conduct, we must have undivided loyalty to our clients. This requirement means that a lawyer must refuse to accept or continue employment if the interest of another client may impair the independent professional judgment of the lawyer. In this regard, McDonald Hopkins PLC represents many other companies and individuals. It is possible that during the time we are representing you, some of our present or future clients will have disputes or transactions with you. As a result of these disputes or transactions, conflicts of interest may arise, and, when they do, we will address them with you in a manner consistent with our obligations under the Rules. In circumstances in which the Rules relating to conflicts dictate that we do not represent the other client, we will not do so. In circumstances in which a waiver

July 17, 2019

Page 4

may be solicited, we may solicit a waiver from you. In circumstances in which a waiver is not required, we may represent the other client. We will protect, however, as required by these Rules, your confidential information or documents entrusted to our care.

**Court awarded fees.** If the court should order payment directed to you of attorneys fees by a third party, all court-awarded fees will first be applied to any outstanding bill for fees and expenses owed to the Firm.

**Attorney's Lien.** The Firm shall have a lien on all funds obtained by judgment, settlement or award for all unpaid fees and expenses generated pursuant to this agreement.

**Entire Agreement.** This agreement is complete in its entirety between the Firm and the Client and supersedes all other verbal or written agreements. It may be modified only in writing signed by both a representative of the Firm and the Client. Any part of this agreement shall be severable and remain in effect if any other part or parts are held unenforceable for any reason.

If you are in agreement with the terms of this letter, please sign where indicated below and return the original to me. As always, please advise should you have any questions or concerns. We have included an extra copy of this letter for your records. We appreciate the opportunity to work with you on this important matter.

**NOTE: By the signature below, you acknowledge that you have read this Agreement, understand its contents, and have had any questions answered to your satisfaction.**

Very truly yours,



Dominic A. Paluzzi

DAP/lh

Agreed to as of \_\_\_\_\_, 2019

**CITY OF HANOVER, MN**

By: \_\_\_\_\_  
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 Mayor Chris Kauffman at 7:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 5<sup>th</sup> day of August, 2019.

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 08-05-19-70**

**A RESOLUTION APPROVING A FINAL PLAT FOR A PROJECT KNOWN AS CROW  
RIVER HEIGHTS WEST FOURTH ADDITION**

**WHEREAS**, Backes Companies, Inc. (“Developer”) is the applicant for an application related to property legally described as follows:

Those parts of the Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter, and the Southeast Quarter of the Northeast Quarter of Section 34, Township 120 North, Range 24 West, Wright County, Minnesota, lying westerly, northerly, southwesterly, westerly, southwesterly and westerly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter; thence westerly, on an assumed bearing of South 88 degrees 52 minutes 51 seconds West, along the north line of said Northeast Quarter, a distance of 1151.45 feet to the point of beginning of the line to be described; thence South 19 degrees 21 minutes 05 seconds East a distance of 346.94 feet; thence South 76 degrees 05 minutes 34 seconds West a distance of 201.00 feet; thence southerly 25.96 feet along a non-tangential curve concave to the west, said curve has a radius of 217.00 feet, a central angle of 6 degrees 51 minutes 15 seconds, and a chord that bears South 13 degrees 00 minutes 43 seconds East; thence South 77 degrees 38 minutes 43 seconds West, not tangent to said curve a distance of 140.00 feet; thence North 13 degrees 42 minutes 04 seconds West a distance of 48.00 feet; thence North 36 degrees 05 minutes 51 seconds West a distance of 48.00 feet; thence South 89 degrees 10 minutes 28 seconds West a distance of 170.00 feet; thence South 33 degrees 52 minutes 00 seconds East a distance of 75.00 feet; thence South 50 degrees 45 minutes 56 seconds East a distance of 120.00 feet; thence South 42 degrees 40 minutes 13 seconds East a distance of 273.00 feet; thence South 22 degrees 37 minutes 55 seconds East a distance of 141.00 feet; thence South 3 degrees 41 minutes 31 seconds West a distance of 108.00 feet; thence South 20 degrees 00 minutes 33 seconds East a distance of 57.00 feet; thence North 66 degrees 36 minutes 33 seconds East a distance of 159.00 feet; thence North 88 degrees 41 minutes 47 seconds East a distance of 122.00 feet; thence South 2 degrees 15 minutes 44 seconds East a distance of 135.00 feet; thence westerly 24.34 feet along a non-tangential curve concave to the south, said curve has a radius of

283.00 feet, a central angle of 4 degrees 55 minutes 42 seconds, and a chord that bears South 83 degrees 14 minutes 55 seconds West; thence South 9 degrees 12 minutes 56 seconds East, not tangent to said curve a distance of 256.00 feet; thence South 5 degrees 22 minutes 02 seconds West a distance of 45.00 feet; thence South 62 degrees 36 minutes 22 seconds East a distance of 75.00 feet; thence South 58 degrees 38 minutes 19 seconds East a distance of 97.00 feet; thence South 45 degrees 51 minutes 28 seconds East a distance of 96.00 feet; thence South 33 degrees 17 minutes 50 seconds East a distance of 113.00 feet to the west line of Block 3, CROW RIVER HEIGHTS WEST FIRST ADDITION, Wright County, Minnesota; thence on a bearing of SOUTH, a distance of 39.13 feet to a corner of Lot 6, said Block 3; thence southeasterly, northeasterly, easterly, southerly and southeasterly, along the southwesterly boundary of said CROW RIVER HEIGHTS WEST FIRST ADDITION, a distance of 945.55 feet to the most southerly corner of Lot 1, Block 5, said CROW RIVER HEIGHTS WEST FIRST ADDITION, which corner is also on the west line of Block 4, CROW RIVER HEIGHTS EAST THIRD ADDITION, said Wright County; thence southwesterly and southerly, along the westerly line of said CROW RIVER HEIGHTS EAST THIRD ADDITION, and said line extended, a distance of 428.09 feet, to the south line of said Southeast Quarter of the Northeast Quarter and there terminating.

(the “Subject Property”); and

**WHEREAS**, the property is zoned R-1A, with a Planned Unit Development; and

**WHEREAS**, the Developer has requested a preliminary and final plat so as to allow the Developer to plat the Subject Property into various lots as shown on a preliminary and final plat for a development entitled Crow River Heights West Third Addition, the most recent revision of said preliminary and final plat and plans prepared by Loucks, Inc. and last updated May 9, 2019 (unless noted differently below) and containing the following sheets:

1. Final Plat for Crow River Heights West Fourth Addition
2. C0-1 Cover Sheet
3. C1-1 Existing Conditions
4. C2-1 Site Plan
5. C3-1 Grading Plan
6. C3-2 – C3-3 SWPP Plan and Notes
7. C4-1 – C4-3 S&W Profiles
8. C5-1 – C5-4 Street and Storm Sewer Profiles
9. C8-1 – C8-3 Details
10. L1-1 Landscape Plans
11. L2-1 Landscape Details

(the “Site Plans”); and

**WHEREAS**, the application was reviewed by the Planning Commission at its meeting on April 22, 2019. The Planning Commission recommended approval of the request; and

**WHEREAS**, the final plat was previously approved on May 21, 2019 as Resolution No. 05-21-19-39 and since that time the Developer has submitted a revised final plat to add an additional outlot; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves the application for a Final Plat subject to the following conditions:

1. This resolution amends and replaces Resolution No. 05-21-19-39 adopted on May 21, 2019.
2. All comments contained within the memo from WSB dated April 30, 2019 and the memo from Collaborative Planning dated May 15, 2019 are incorporated herein (collectively referred to as the “Staff Memos”).
3. The Subject Property shall be constructed in substantial compliance with the Site Plans as revised to conform to the requirements of the Staff Memos.
4. No construction shall be permitted on the Subject Property until updated Site Plans addressing the comments of the Staff Memos and the conditions of this Resolution are provided for review and approval by the City Engineer and City Planner. Following approval by the City Engineer and City Planner, these plans shall collectively be known as the “Approved Construction Plans”.
5. If the updated Site Plans addressing the comments of the resolutions, Staff Memos, or outside agencies necessitate revisions to any of the lot lines or easements on the Subject Property, then the Final Plat shall be revised by the Developer and submitted for amended approval by the City Council. If an off-site easement is required to address a comment, then a separate easement document shall be provided to the City for review and approval prior to release of the Final Plat for recording.
6. To the extent that there are differences or conflicts between the Approved Construction Plans and this resolution, the terms of this resolution shall be controlling.
7. The timing of the construction of the infrastructure improvements on the Subject Property will be subject to the conditions of a Developer’s Agreement between the City and the Developer, and City staff is authorized to negotiate such Developers Agreement.
8. The approval of the Final Plat shall terminate if a Developer’s Agreement has not been entered into between the City and Developer by August 31, 2019.
9. The approval of the Final Plat shall terminate unless all conditions of this resolution are completed and the Final Plat is recorded no later than August 31, 2019.
10. A title commitment shall be provided for the review of the City Attorney before the plat is released for recording.
11. Financial security in a form approved by the City Attorney and in an amount approved by the City Engineer must be provided by the Developer prior to release of the final plat for recording. The Developer’s Agreement shall specify the amount of the financial security.

12. The Developer must reimburse the City for all costs incurred by the City and its consultants in relation to review of the proposed development plans as well as the preparation of the Developer's Agreement.
13. Any new utility lines installed to serve the Subject Property are required to be placed underground.
14. The Developer shall be responsible for securing necessary easements and for constructing all streets, utility, trail, stormwater, and other improvements shown on the Approved Construction Plans at their own expense. However, to the extent that such utilities are oversized at the request of the City, the City shall reimburse the Developer for the cost of the extra diameter of the pipe. All reimbursements by the City under this paragraph are subject to the submittal by the Developer of the engineer's estimate and other supporting information as requested by the City. The engineer's estimate will be reviewed by the City to verify that the costs requested for reimbursement are reasonable at the sole determination of the City, and the amount determined by the City to be eligible for reimbursement shall be included within the Developers Agreement.
15. The Developer shall be responsible for obtaining and complying with all necessary permits from the Wright County Soil and Water Conservation District, Minnesota Department of Health, DNR, MPCA, and any other governmental agencies prior to commencement of development activities on the site.
16. The Developer shall incorporate the standards and procedures of the Best Management Practices Handbook for site restoration and erosion control measures during the construction process.
17. The Developer must submit details on corrected building pads including compaction tests, limits of the pads and elevations of the excavations. The general soils report for the development must also be submitted to the City Engineer for review and approval prior to the issuance of building permits.
18. The Developer shall submit foundation and grading as-builts for each lot at the time required by city staff.
19. Park dedication, sanitary sewer trunk, water trunk, storm sewer trunk and storm warning siren fees shall be paid prior to release of the final plat for recording as per the City fee schedule in effect at the time of the execution of the Developer's Agreement.
20. The Developer shall survey all storm water holding ponds (if any are constructed) as required by the City. The Developer shall be responsible for storm sewer cleaning and holding pond dredging, as required, by the City prior to completion of the development of the Subject Property.
21. Additional conditions as determined necessary by the City Planner, City Engineer, and City Attorney as review of the project progresses and is completed.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of August, 2019.

APPROVED BY:

---

Chris Kauffman, Mayor

ATTEST:

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Brian Hagen, City Administrator

# Collaborative Planning, LLC

## Memorandum

**Date:** August 1, 2019  
**To:** Honorable Mayor and Council  
**From:** Cindy Nash, City Planner  
**RE:** Crow River Heights West Fourth Addition – Amended Final Plat

---

Mr. Backes has submitted a revised final plat that adds an additional outlot (Outlot F). The purpose for this is to simplify the recording of deeds related to Mr. Backes purchase from the existing owner from the current owners of the property.

No other changes have been made to the final plat, but it is a change from the one approved in May so it is being presented for your approval. The resolution included in the packet also grants a small extension of time to record the final plat until August 31, 2019.

Attachments:

- 1) Final Plat
- 2) Resolution

# CROW RIVER HEIGHTS WEST FOURTH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Backes Development, LLC, a Minnesota corporation, fee owner, of the following described property situated in the County of Wright, State of Minnesota, to wit:

That part of the Northeast Quarter of Section 34, Township 120 North, Range 24 West, Wright County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence westerly on an assumed bearing of South 88 degrees 52 minutes 51 seconds West, along the north line of said Northeast Quarter, a distance of 1151.45 feet, to the northwest corner of Outlot C, CROW RIVER HEIGHTS WEST THIRD ADDITION; thence South 19 degrees 21 minutes 05 seconds East a distance of 346.94 feet to a corner of said Outlot C; thence South 76 degrees 05 minutes 34 seconds West a distance of 201.00 feet to a corner of said CROW RIVER HEIGHTS WEST THIRD ADDITION; thence southerly 25.96 feet along a non-tangential curve concave to the west, said curve has a radius of 217.00 feet, a central angle of 6 degrees 51 minutes 15 seconds, and a chord that bears South 13 degrees 00 minutes 43 seconds East to the northeast corner of Lot 18, Block 3, CROW RIVER HEIGHTS WEST THIRD ADDITION; thence South 77 degrees 38 minutes 43 seconds West, not tangent to said curve, a distance of 140.00 feet to a corner of Outlot B, CROW RIVER HEIGHTS WEST THIRD ADDITION; thence North 13 degrees 42 minutes 04 seconds West a distance of 48.00 feet to a corner of said Outlot B; thence North 36 degrees 05 minutes 51 seconds West a distance of 48.00 feet to a corner of said Outlot B; thence South 89 degrees 10 minutes 28 seconds West a distance of 170.00 feet to a corner of said Outlot B; thence South 33 degrees 52 minutes 00 seconds East a distance of 75.00 feet to a corner of said Outlot B; thence South 50 degrees 45 minutes 56 seconds East a distance of 120.00 feet to a corner of said Outlot B; thence South 42 degrees 40 minutes 13 seconds East a distance of 273.00 feet to a corner of said Outlot B; thence South 22 degrees 37 minutes 55 seconds East a distance of 141.00 feet to a corner of said Outlot B; thence South 3 degrees 41 minutes 31 seconds West a distance of 108.00 feet to a corner of said Outlot B; thence South 20 degrees 00 minutes 33 seconds East a distance of 57.00 feet to a corner of said Outlot B and the point of beginning of the land to be described; thence North 66 degrees 36 minutes 33 seconds East a distance of 159.00 feet to a corner of said Outlot B; thence North 88 degrees 41 minutes 47 seconds East a distance of 122.00 feet to a corner of said Outlot B; thence South 2 degrees 15 minutes 44 seconds East a distance of 135.00 feet to a corner of said Outlot B; thence westerly 24.34 feet along a non-tangential curve concave to the south, said curve has a radius of 283.00 feet, a central angle of 4 degrees 55 minutes 42 seconds, and a chord that bears South 83 degrees 14 minutes 55 seconds West to a corner of said CROW RIVER HEIGHTS WEST THIRD ADDITION; thence South 9 degrees 12 minutes 56 seconds East, not tangent to said curve a distance of 256.00 feet to a corner of Outlot A, CROW RIVER HEIGHTS WEST THIRD ADDITION; thence South 5 degrees 22 minutes 02 seconds West a distance of 45.00 feet to a corner of said Outlot A; thence South 62 degrees 36 minutes 22 seconds East a distance of 75.00 feet to a corner of said Outlot A; thence South 58 degrees 38 minutes 19 seconds East a distance of 97.00 feet to a corner of said Outlot A; thence South 45 degrees 51 minutes 28 seconds East a distance of 96.00 feet to a corner of said Outlot A; thence South 33 degrees 17 minutes 50 seconds East a distance of 113.00 feet to a west line of Block 3, CROW RIVER HEIGHTS WEST FIRST ADDITION; thence South 00 degrees 00 minutes 00 seconds East a distance of 39.13 feet to a corner of said Block 3; thence South 17 degrees 56 minutes 35 seconds East a distance of 130.65 feet to a corner of said Block 3; thence South 10 degrees 43 minutes 41 seconds East a distance of 20.01 feet to a corner of Block 4, CROW RIVER HEIGHTS WEST FIRST ADDITION; thence South 13 degrees 26 minutes 03 seconds East a distance of 80.23 feet to a corner of said Block 4; thence South 20 degrees 05 minutes 12 seconds East a distance of 110.70 feet to a corner of said Block 4; thence South 16 degrees 52 minutes 29 seconds West a distance of 6.27 feet to a corner of said Block 4; thence South 73 degrees 44 minutes 39 seconds East a distance of 47.99 feet; thence South 18 degrees 19 minutes 32 seconds West a distance of 77.05 feet; thence South 09 degrees 16 minutes 48 seconds West a distance of 68.47 feet; thence South 06 degrees 34 minutes 34 seconds West a distance of 68.47 feet; thence South 60 degrees 45 minutes 57 seconds East a distance of 122.00 feet; thence southerly 20.01 feet along a non-tangential curve concave to the northwest, said curve has a radius of 196.75 feet, a central angle of 5 degrees 49 minutes 37 seconds, and a chord that bears south 29 degrees 14 minutes 03 seconds West; thence North 60 degrees 45 minutes 57 seconds West, not tangent to said curve a distance of 122.00 feet; thence South 39 degrees 35 minutes 14 seconds West a distance of 47.13 feet; thence South 79 degrees 59 minutes 54 seconds West a distance of 63.65 feet; thence North 61 degrees 19 minutes 15 seconds West a distance of 32.60 feet; thence North 26 degrees 27 minutes 29 seconds West a distance of 51.81 feet; thence North 09 degrees 35 minutes 32 seconds East a distance of 56.60 feet; thence North 66 degrees 45 minutes 44 seconds West a distance of 125.00 feet; thence southerly 46.56 feet along a non-tangential curve concave to the east, said curve has a radius of 212.00 feet, a central angle of 12 degrees 35 minutes 03 seconds, and a chord that bears South 19 degrees 13 minutes 21 seconds West; thence North 68 degrees 06 minutes 52 seconds West, not tangent to said curve a distance of 253.45 feet; thence westerly 20.50 feet along a tangential curve concave to the south, said curve has a radius of 25.00 feet and a central angle of 46 degrees 58 minutes 20 seconds; thence northwesterly 175.79 feet along a reverse curve concave to the northeast, said curve has a radius of 60.00 feet and a central angle of 167 degrees 52 minutes 10 seconds; thence North 72 degrees 54 minutes 09 seconds West, not tangent to said curve, a distance of 88.50 feet; thence South 82 degrees 55 minutes 39 seconds West a distance of 121.91 feet to the west line of the Southeast Quarter of the Northeast Quarter of said Section 34; thence North 00 degrees 12 minutes 20 seconds West, along said west line of the Southeast Quarter of the Northeast Quarter and the west line of the Northeast Quarter of the Northeast Quarter a distance of 645.56 feet; thence South 89 degrees 21 minutes 45 seconds East a distance of 147.15 feet; thence northerly 112.58 feet along a non-tangential curve concave to the east, said curve has a radius of 283.00 feet, a central angle of 22 degrees 47 minutes 35 seconds, and a chord that bears North 19 degrees 38 minutes 55 seconds East; thence North 57 degrees 51 minutes 56 seconds West, not tangent to said curve, a distance of 172.52 feet; thence North 39 degrees 40 minutes 57 seconds East a distance of 147.47 feet to the point of beginning.

AND

That Theresa M. Emmerich, a single person, fee owner, and Backes Development, LLC, a Minnesota corporation, contract purchaser of the following described property situated in the County of Wright, State of Minnesota, to wit:

Those parts of the Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter, and the Southeast Quarter of the Northeast Quarter of Section 34, Township 120 North, Range 24 West, Wright County, Minnesota, lying westerly, northerly, southwesterly, westerly, southwesterly and westerly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter; thence westerly, on an assumed bearing of South 88 degrees 52 minutes 51 seconds West, along the north line of said Northeast Quarter, a distance of 1151.45 feet to the point of beginning of the line to be described; thence South 19 degrees 21 minutes 05 seconds East a distance of 346.94 feet; thence South 76 degrees 05 minutes 34 seconds West a distance of 201.00 feet; thence southerly 25.96 feet along a non-tangential curve concave to the west, said curve has a radius of 217.00 feet, a central angle of 6 degrees 51 minutes 15 seconds, and a chord that bears South 13 degrees 00 minutes 43 seconds East; thence South 77 degrees 38 minutes 43 seconds West, not tangent to said curve a distance of 140.00 feet; thence North 13 degrees 42 minutes 04 seconds West a distance of 48.00 feet; thence North 36 degrees 05 minutes 51 seconds West a distance of 48.00 feet; thence South 89 degrees 10 minutes 28 seconds East a distance of 170.00 feet; thence South 33 degrees 52 minutes 00 seconds East a distance of 75.00 feet; thence South 50 degrees 45 minutes 56 seconds East a distance of 120.00 feet; thence South 42 degrees 40 minutes 13 seconds East a distance of 273.00 feet; thence South 22 degrees 37 minutes 55 seconds East a distance of 141.00 feet; thence South 3 degrees 41 minutes 31 seconds West a distance of 108.00 feet; thence South 20 degrees 00 minutes 33 seconds East a distance of 57.00 feet; thence North 66 degrees 36 minutes 33 seconds East a distance of 159.00 feet; thence North 88 degrees 41 minutes 47 seconds East a distance of 122.00 feet; thence South 2 degrees 15 minutes 44 seconds East a distance of 135.00 feet; thence westerly 24.34 feet along a non-tangential curve concave to the south, said curve has a radius of 283.00 feet, a central angle of 4 degrees 55 minutes 42 seconds, and a chord that bears South 83 degrees 14 minutes 55 seconds West; thence South 9 degrees 12 minutes 56 seconds East, not tangent to said curve a distance of 256.00 feet; thence South 5 degrees 22 minutes 02 seconds West a distance of 45.00 feet; thence South 62 degrees 36 minutes 22 seconds East a distance of 75.00 feet; thence South 58 degrees 38 minutes 19 seconds East a distance of 97.00 feet; thence South 45 degrees 51 minutes 28 seconds East a distance of 96.00 feet; thence South 33 degrees 17 minutes 50 seconds East a distance of 113.00 feet to the west line of Block 3, CROW RIVER HEIGHTS WEST FIRST ADDITION, Wright County, Minnesota; thence on a bearing of South, a distance of 39.13 feet to a corner of Lot 6, said Block 3; thence southeasterly, northeasterly, easterly, southerly and southeasterly, along the southwesterly boundary of said CROW RIVER HEIGHTS WEST FIRST ADDITION, a distance of 945.55 feet to the most southerly corner of Lot 1, Block 5, said CROW RIVER HEIGHTS WEST FIRST ADDITION, which corner is also on the west line of Block 4, CROW RIVER HEIGHTS EAST THIRD ADDITION, said Wright County; thence southwesterly and southerly, along the westerly line of said CROW RIVER HEIGHTS EAST THIRD ADDITION, and said line extended, a distance of 428.09 feet, to the south line of said Southeast Quarter of the Northeast Quarter and there terminating.

EXCEPTING THEREFROM that part of the Northeast Quarter of Section 34, Township 120 North, Range 24 West, Wright County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence westerly on an assumed bearing of South 88 degrees 52 minutes 51 seconds West, along the north line of said Northeast Quarter, a distance of 1151.45 feet, to the northwest corner of Outlot C, CROW RIVER HEIGHTS WEST THIRD ADDITION; thence South 19 degrees 21 minutes 05 seconds East a distance of 346.94 feet to a corner of said Outlot C; thence South 76 degrees 05 minutes 34 seconds West a distance of 201.00 feet to a corner of said CROW RIVER HEIGHTS WEST THIRD ADDITION; thence southerly 25.96 feet along a non-tangential curve concave to the west, said curve has a radius of 217.00 feet, a central angle of 6 degrees 51 minutes 15 seconds, and a chord that bears South 13 degrees 00 minutes 43 seconds East to the northeast corner of Lot 18, Block 3, CROW RIVER HEIGHTS WEST THIRD ADDITION; thence South 77 degrees 38 minutes 43 seconds West, not tangent to said curve, a distance of 140.00 feet to a corner of Outlot B, CROW RIVER HEIGHTS WEST THIRD ADDITION; thence North 13 degrees 42 minutes 04 seconds West a distance of 48.00 feet to a corner of said Outlot B; thence North 36 degrees 05 minutes 51 seconds West a distance of 48.00 feet to a corner of said Outlot B; thence South 89 degrees 10 minutes 28 seconds West a distance of 170.00 feet to a corner of said Outlot B; thence South 33 degrees 52 minutes 00 seconds East a distance of 75.00 feet to a corner of said Outlot B; thence South 50 degrees 45 minutes 56 seconds East a distance of 120.00 feet to a corner of said Outlot B; thence South 42 degrees 40 minutes 13 seconds East a distance of 273.00 feet to a corner of said Outlot B; thence South 22 degrees 37 minutes 55 seconds East a distance of 141.00 feet to a corner of said Outlot B; thence South 3 degrees 41 minutes 31 seconds West a distance of 108.00 feet to a corner of said Outlot B; thence South 20 degrees 00 minutes 33 seconds East a distance of 57.00 feet to a corner of said Outlot B and the point of beginning of the land to be described; thence North 66 degrees 36 minutes 33 seconds East a distance of 159.00 feet to a corner of said Outlot B; thence North 88 degrees 41 minutes 47 seconds East a distance of 122.00 feet to a corner of said Outlot B; thence South 2 degrees 15 minutes 44 seconds East a distance of 135.00 feet to a corner of said Outlot B; thence westerly 24.34 feet along a non-tangential curve concave to the south, said curve has a radius of 283.00 feet, a central angle of 4 degrees 55 minutes 42 seconds, and a chord that bears South 83 degrees 14 minutes 55 seconds West to a corner of said CROW RIVER HEIGHTS WEST THIRD ADDITION; thence South 9 degrees 12 minutes 56 seconds East, not tangent to said curve a distance of 256.00 feet to a corner of Outlot A, CROW RIVER HEIGHTS WEST THIRD ADDITION; thence South 5 degrees 22 minutes 02 seconds West a distance of 45.00 feet to a corner of said Outlot A; thence South 62 degrees 36 minutes 22 seconds East a distance of 75.00 feet to a corner of said Outlot A; thence South 58 degrees 38 minutes 19 seconds East a distance of 97.00 feet to a corner of said Outlot A; thence South 45 degrees 51 minutes 28 seconds East a distance of 96.00 feet to a corner of said Outlot A; thence South 33 degrees 17 minutes 50 seconds East a distance of 113.00 feet to a west line of Block 3, CROW RIVER HEIGHTS WEST FIRST ADDITION; thence South 00 degrees 00 minutes 00 seconds East a distance of 39.13 feet to a corner of said Block 3; thence South 17 degrees 56 minutes 35 seconds East a distance of 130.65 feet to a corner of said Block 3; thence South 10 degrees 43 minutes 41 seconds East a distance of 20.01 feet to a corner of Block 4, CROW RIVER HEIGHTS WEST FIRST ADDITION; thence South 13 degrees 26 minutes 03 seconds East a distance of 80.23

feet to a corner of said Block 4; thence South 20 degrees 05 minutes 12 seconds East a distance of 110.70 feet to a corner of said Block 4; thence South 16 degrees 52 minutes 29 seconds West a distance of 6.27 feet to a corner of said Block 4; thence South 73 degrees 44 minutes 39 seconds East a distance of 47.99 feet; thence South 18 degrees 19 minutes 32 seconds West a distance of 77.05 feet; thence South 09 degrees 16 minutes 48 seconds West a distance of 68.47 feet; thence South 06 degrees 34 minutes 34 seconds West a distance of 68.47 feet; thence South 60 degrees 45 minutes 57 seconds East a distance of 122.00 feet; thence southerly 20.01 feet along a non-tangential curve concave to the northwest, said curve has a radius of 196.75 feet, a central angle of 5 degrees 49 minutes 37 seconds, and a chord that bears south 29 degrees 14 minutes 03 seconds West; thence North 60 degrees 45 minutes 57 seconds West, not tangent to said curve a distance of 122.00 feet; thence South 39 degrees 35 minutes 14 seconds West a distance of 47.13 feet; thence South 79 degrees 59 minutes 54 seconds West a distance of 63.65 feet; thence North 61 degrees 19 minutes 15 seconds West a distance of 32.60 feet; thence North 26 degrees 27 minutes 29 seconds West a distance of 51.81 feet; thence North 09 degrees 35 minutes 32 seconds East a distance of 56.60 feet; thence North 66 degrees 45 minutes 44 seconds West a distance of 125.00 feet; thence southerly 46.56 feet along a non-tangential curve concave to the east, said curve has a radius of 212.00 feet, a central angle of 12 degrees 35 minutes 03 seconds, and a chord that bears South 19 degrees 13 minutes 21 seconds West; thence North 68 degrees 06 minutes 52 seconds West, not tangent to said curve a distance of 253.45 feet; thence westerly 20.50 feet along a tangential curve concave to the south, said curve has a radius of 25.00 feet and a central angle of 46 degrees 58 minutes 20 seconds; thence northwesterly 175.79 feet along a reverse curve concave to the northeast, said curve has a radius of 60.00 feet and a central angle of 167 degrees 52 minutes 10 seconds; thence North 72 degrees 54 minutes 09 seconds West, not tangent to said curve, a distance of 88.50 feet; thence South 82 degrees 55 minutes 39 seconds West a distance of 121.91 feet to the west line of the Southeast Quarter of the Northeast Quarter of said Section 34; thence North 00 degrees 12 minutes 20 seconds West, along said west line of the Southeast Quarter of the Northeast Quarter and the west line of the Northeast Quarter of the Northeast Quarter a distance of 645.56 feet; thence South 89 degrees 21 minutes 45 seconds East a distance of 147.15 feet; thence northerly 112.58 feet along a non-tangential curve concave to the east, said curve has a radius of 283.00 feet, a central angle of 22 degrees 47 minutes 35 seconds, and a chord that bears North 19 degrees 38 minutes 55 seconds East; thence North 57 degrees 51 minutes 56 seconds West, not tangent to said curve, a distance of 172.52 feet; thence North 39 degrees 40 minutes 57 seconds East a distance of 147.47 feet to the point of beginning.

Have caused the same to be surveyed and platted as CROW RIVER HEIGHTS WEST FOURTH ADDITION, and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Backes Development, LLC, a Minnesota corporation, has caused these presents to be signed by Dennis Backes, its President this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## BACKES DEVELOPMENT, LLC

Dennis Backes, President

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Dennis Backes, President of Backes Development, LLC, a Minnesota corporation, on behalf of the corporation.

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Printed Name)  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

In witness whereof said Theresa M. Emmerich, a single person, has hereunto set her hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Theresa M. Emmerich

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Theresa M. Emmerich, a single person.

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Printed Name)  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

## SURVEYORS CERTIFICATION

I, Henry D. Nelson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, and will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Henry D. Nelson, Licensed Land Surveyor  
Minnesota License No. 17255

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Henry D. Nelson, Land Surveyor, Minnesota License No. 17255.

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Printed Name)  
Notary Public, Hennepin County, Minnesota  
My Commission Expires January 31, 2020

## HANOVER PLANNING COMMISSION

Be it known that at a meeting held on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Planning Commission of the City of Hanover, Minnesota, did hereby approve this plat of CROW RIVER HEIGHTS WEST FOURTH ADDITION.

By \_\_\_\_\_, Chairperson

## CITY COUNCIL, CITY OF HANOVER, MINNESOTA

This plat of CROW RIVER HEIGHTS WEST FOURTH ADDITION was approved and accepted by the City Council of the City of Hanover, Minnesota, at a regular meeting thereof held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By \_\_\_\_\_, Mayor By \_\_\_\_\_, City Clerk

## WRIGHT COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Wright County Surveyor

## WRIGHT COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

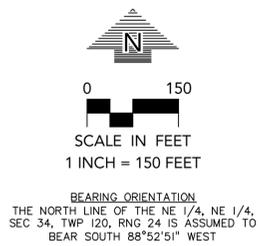
\_\_\_\_\_  
Wright County Auditor/Treasurer By: \_\_\_\_\_  
Deputy

## WRIGHT COUNTY RECORDER

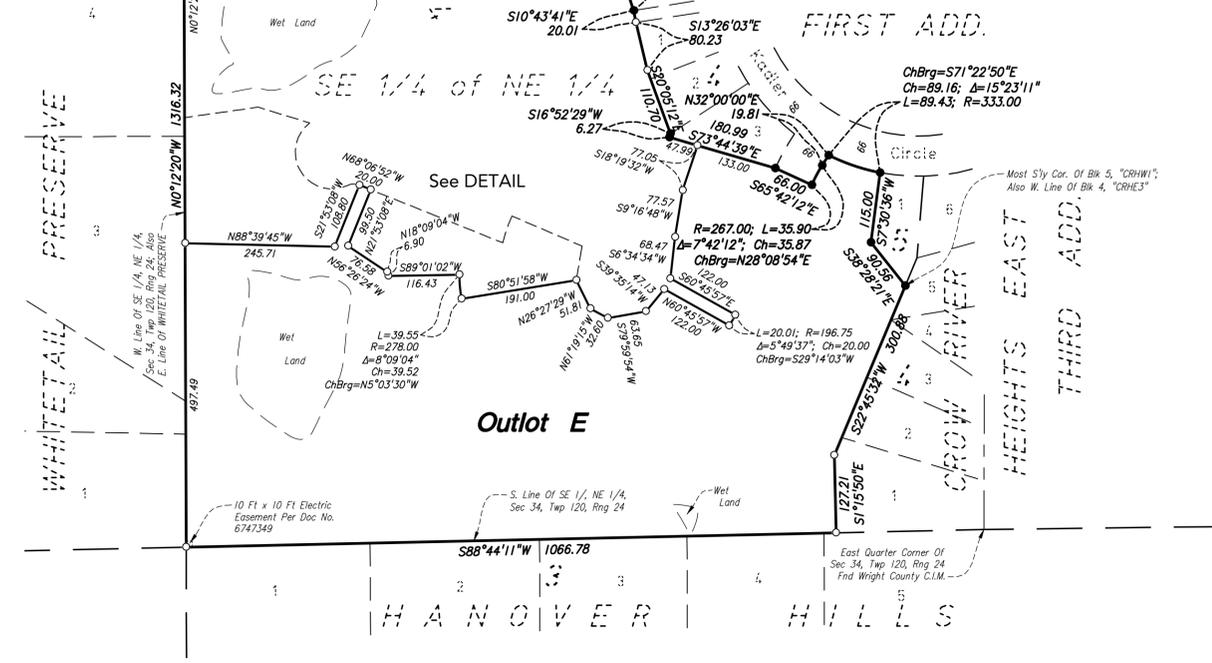
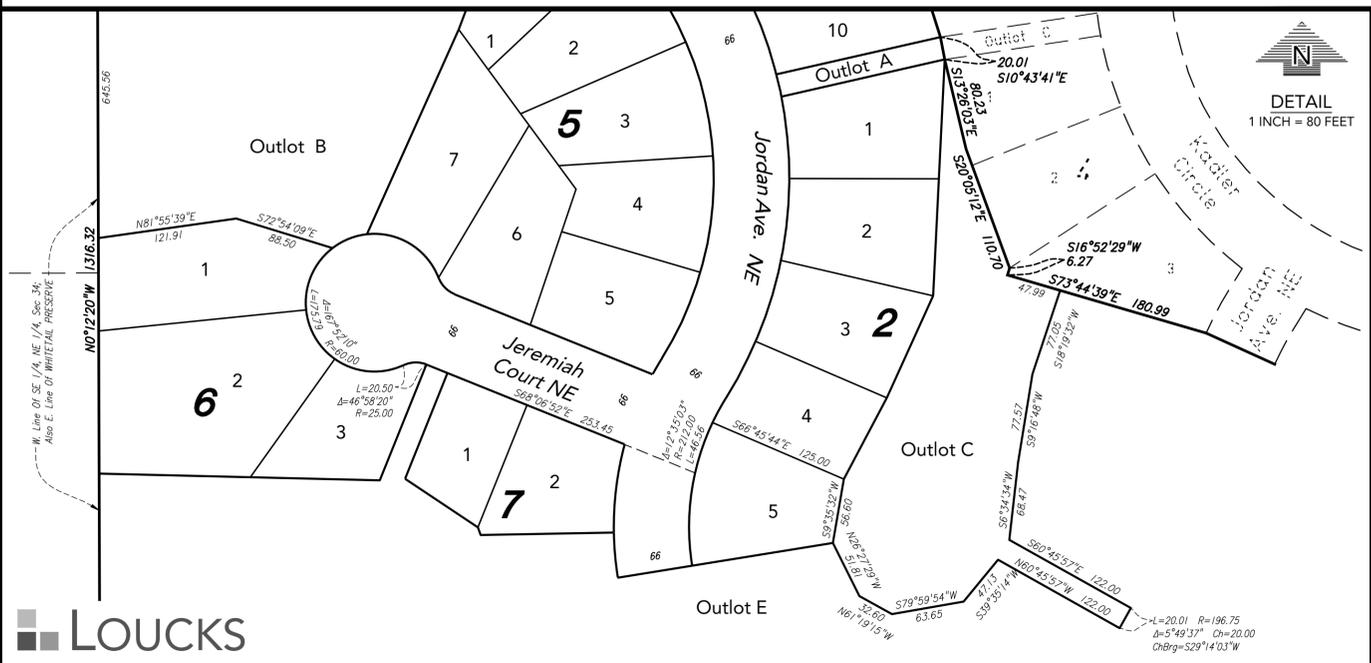
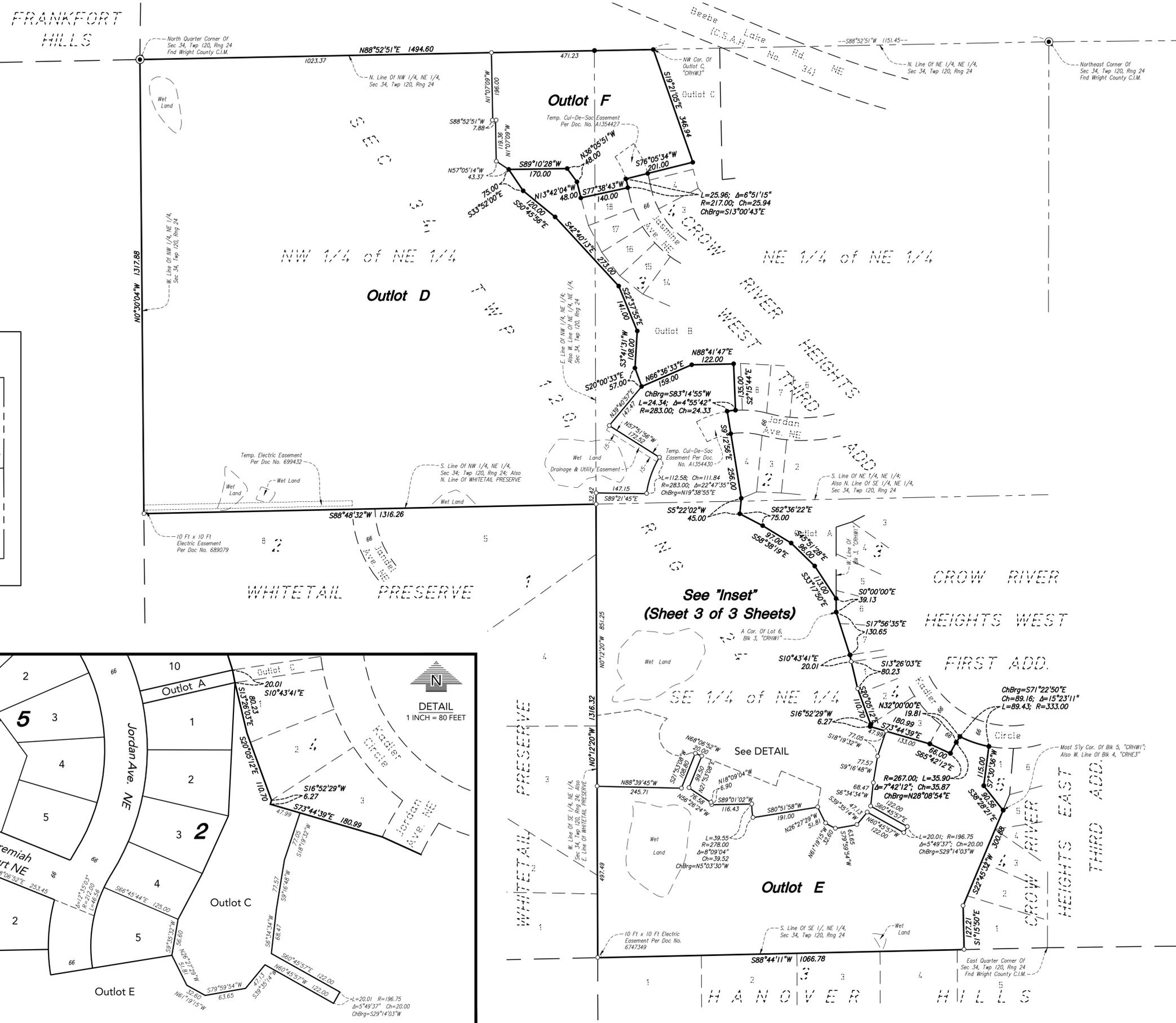
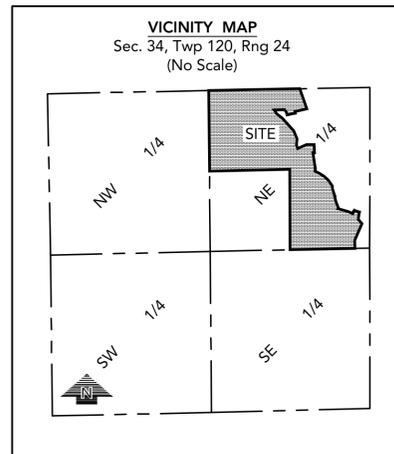
I hereby certify that this instrument was filed in the office of the County Recorder for record on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_ o'clock \_\_\_\_M., and was duly recorded in Cabinet No. \_\_\_\_\_, Sleeve \_\_\_\_\_, as Document No. \_\_\_\_\_.

\_\_\_\_\_  
Wright County Recorder

# CROW RIVER HEIGHTS WEST FOURTH ADDITION

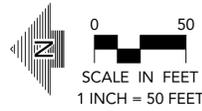


- DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET, MARKED "RLS 17255"
  - △ DENOTES "PK NAIL" SET
  - DENOTES IRON MONUMENT FOUND
  - ⊙ DENOTES FOUND CAST IRON MONUMENT
- \*CRHE3\* DENOTES INFORMATION PER PLAT OF CROW RIVER HEIGHTS EAST THIRD ADD.
- \*CRHW1\* DENOTES INFORMATION PER PLAT OF CROW RIVER HEIGHTS WEST FIRST ADD.
- \*CRHW3\* DENOTES INFORMATION PER PLAT OF CROW RIVER HEIGHTS WEST THIRD ADD.



# CROW RIVER HEIGHTS WEST FOURTH ADDITION

"Inset"



BEARING ORIENTATION  
THE NORTH LINE OF THE NE 1/4, NE 1/4, SEC 34, TWP 120, RNG 24 IS ASSUMED TO BEAR SOUTH 88°52'51" WEST

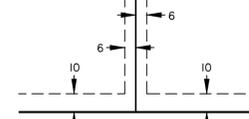
- DENOTES 1/2 INCH X 1/4 INCH IRON MONUMENT SET, MARKED "RLS 17255"
- △ DENOTES "PK NAIL" SET
- DENOTES IRON MONUMENT FOUND
- ⊙ DENOTES FOUND CAST IRON MONUMENT

"CRHE3" DENOTES INFORMATION PER PLAT OF CROW RIVER HEIGHTS EAST THIRD ADD.

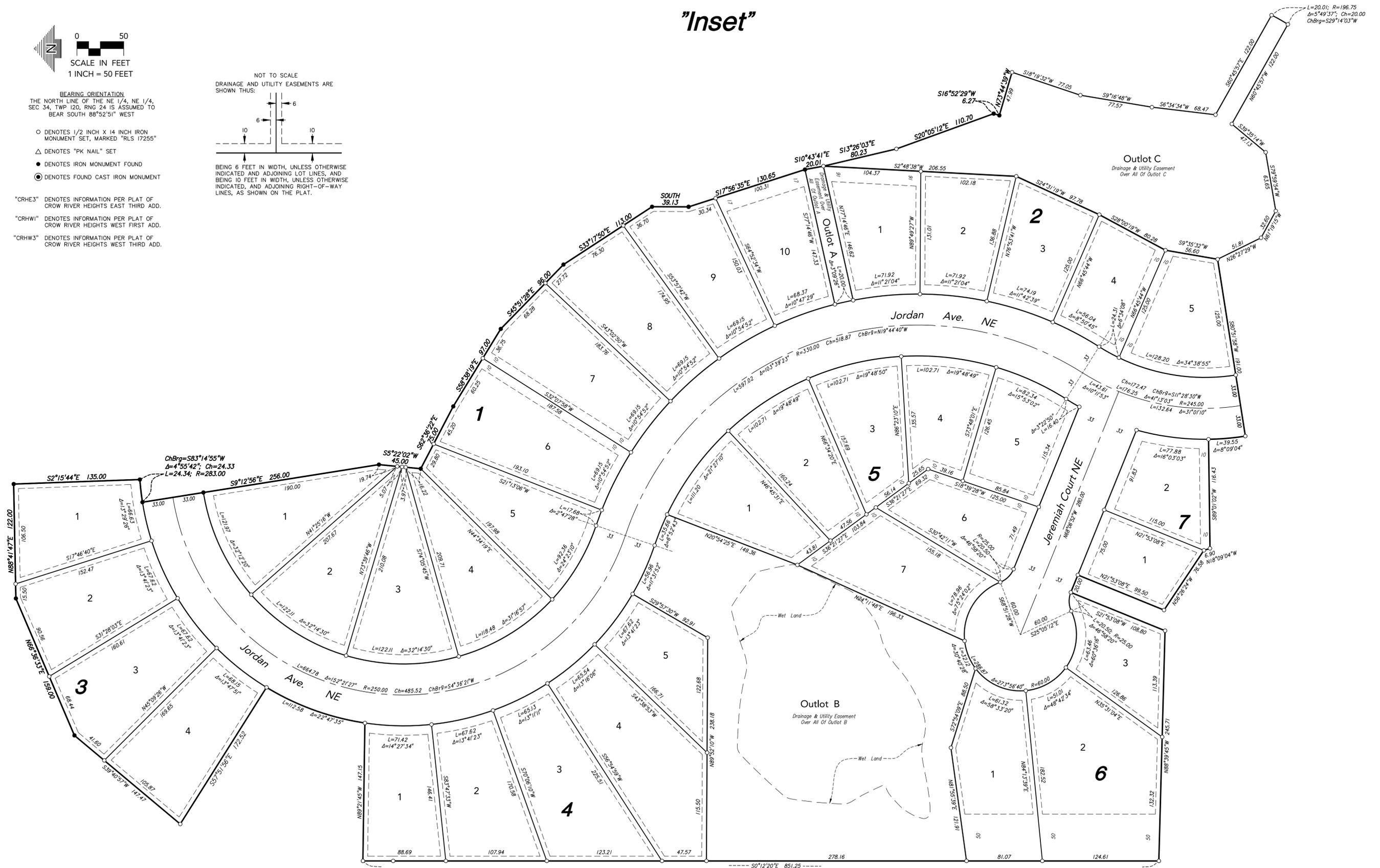
"CRHW1" DENOTES INFORMATION PER PLAT OF CROW RIVER HEIGHTS WEST FIRST ADD.

"CRHW3" DENOTES INFORMATION PER PLAT OF CROW RIVER HEIGHTS WEST THIRD ADD.

NOT TO SCALE  
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 6 FEET IN WIDTH, UNLESS OTHERWISE INDICATED AND ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES, AS SHOWN ON THE PLAT.



**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 Mayor Chris Kauffman at 7:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 5<sup>th</sup> day of August, 2019.

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 08-05-19-71**

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR  
A PROJECT KNOWN AS CROW RIVER HEIGHTS WEST FOURTH ADDITION**

**WHEREAS**, Backes Development, LLC (“Developer”) and Theresa Emmerich are the fee owner of the real property described in the attached Exhibit A, which real property is proposed to be subdivided and platted for development, and which subdivisions intended to bear the name CROW RIVER HEIGHTS WEST FOURTH ADDITION and shall hereinafter be referred to in its entirety as the “Subject Property”; and

**WHEREAS**, Developer intends to subdivide 71.98 acres into thirty-six (36) single-family residential lots for purposes of constructing single-family residential units, and outlots for future development; and

**WHEREAS**, the City has given final approval of Developer’s plat of the Subject Property contingent upon compliance with certain City requirements including the approved City conditions of approval as contained in Hanover Resolution No. 08-05-19-70 adopted on August 5, 2019, and those City approved standard terms and conditions contained herein; and

**WHEREAS**, the City requires that certain public improvements including, but not limited to bituminous street, sidewalk, trail(s), curb and gutter, grading, drainage, sanitary sewer, municipal water and storm sewer and drainage ponds as set forth on the approved Development Plans for CROW RIVER HEIGHTS WEST FOURTH ADDITION (hereafter “Improvements”) be installed to serve the Subject Property and be financed by Developer; and

**WHEREAS**, the City Council previously approved the Development Agreement on May 21, 2019 by Resolution No. 05-21-19-40 but changes have been proposed to the Development Agreement since that date; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves the revised Development Agreement subject to the City Attorney’s review and approval, and authorizes City staff and the Mayor to execute documents as necessary to cause the Final Plat and Development Agreement to be recorded, subject to said documents being reviewed and approved by the City Attorney.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of August, 2019.

APPROVED BY:

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Chris Kauffman, Mayor

ATTEST:

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Brian Hagen, City Administrator

## Exhibit A

Those parts of the Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter, and the Southeast Quarter of the Northeast Quarter of Section 34, Township 120 North, Range 24 West, Wright County, Minnesota, lying westerly, northerly, southwesterly, westerly, southwesterly and westerly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter; thence westerly, on an assumed bearing of South 88 degrees 52 minutes 51 seconds West, along the north line of said Northeast Quarter, a distance of 1151.45 feet to the point of beginning of the line to be described; thence South 19 degrees 21 minutes 05 seconds East a distance of 346.94 feet; thence South 76 degrees 05 minutes 34 seconds West a distance of 201.00 feet; thence southerly 25.96 feet along a non-tangential curve concave to the west, said curve has a radius of 217.00 feet, a central angle of 6 degrees 51 minutes 15 seconds, and a chord that bears South 13 degrees 00 minutes 43 seconds East; thence South 77 degrees 38 minutes 43 seconds West, not tangent to said curve a distance of 140.00 feet; thence North 13 degrees 42 minutes 04 seconds West a distance of 48.00 feet; thence North 36 degrees 05 minutes 51 seconds West a distance of 48.00 feet; thence South 89 degrees 10 minutes 28 seconds West a distance of 170.00 feet; thence South 33 degrees 52 minutes 00 seconds East a distance of 75.00 feet; thence South 50 degrees 45 minutes 56 seconds East a distance of 120.00 feet; thence South 42 degrees 40 minutes 13 seconds East a distance of 273.00 feet; thence South 22 degrees 37 minutes 55 seconds East a distance of 141.00 feet; thence South 3 degrees 41 minutes 31 seconds West a distance of 108.00 feet; thence South 20 degrees 00 minutes 33 seconds East a distance of 57.00 feet; thence North 66 degrees 36 minutes 33 seconds East a distance of 159.00 feet; thence North 88 degrees 41 minutes 47 seconds East a distance of 122.00 feet; thence South 2 degrees 15 minutes 44 seconds East a distance of 135.00 feet; thence westerly 24.34 feet along a non-tangential curve concave to the south, said curve has a radius of 283.00 feet, a central angle of 4 degrees 55 minutes 42 seconds, and a chord that bears South 83 degrees 14 minutes 55 seconds West; thence South 9 degrees 12 minutes 56 seconds East, not tangent to said curve a distance of 256.00 feet; thence South 5 degrees 22 minutes 02 seconds West a distance of 45.00 feet; thence South 62 degrees 36 minutes 22 seconds East a distance of 75.00 feet; thence South 58 degrees 38 minutes 19 seconds East a distance of 97.00 feet; thence South 45 degrees 51 minutes 28 seconds East a distance of 96.00 feet; thence South 33 degrees 17 minutes 50 seconds East a distance of 113.00 feet to the west line of Block 3, CROW RIVER HEIGHTS WEST FIRST ADDITION, Wright County, Minnesota; thence on a bearing of SOUTH, a distance of 39.13 feet to a corner of Lot 6, said Block 3; thence southeasterly, northeasterly, easterly, southerly and southeasterly, along the southwesterly boundary of said CROW RIVER HEIGHTS WEST FIRST ADDITION, a distance of 945.55 feet to the most southerly corner of Lot 1, Block 5, said CROW RIVER HEIGHTS WEST FIRST ADDITION, which corner is also on the west line of Block 4, CROW RIVER HEIGHTS EAST THIRD ADDITION, said Wright County; thence southwesterly and southerly, along the westerly line of said CROW RIVER HEIGHTS EAST THIRD ADDITION, and said line extended, a distance of 428.09 feet, to the south line of said Southeast Quarter of the Northeast Quarter and there terminating.

# Collaborative Planning, LLC

## Memorandum

**Date:** August 1, 2019  
**To:** Honorable Mayor and Council  
**From:** Cindy Nash, City Planner  
**RE:** Crow River Heights West Fourth Addition – Amended Development Agreement

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Along with changes to the Final Plat, there have also been changes to the Development Agreement in order to address the order of recording of various documents and consents of parties that the City is requiring. A revised Development Agreement is attached. No changes have been made as compared to the one that the Council approved in May related to city fees, financial security or similar types of items.

Attachments:

- 1) Development Agreement
- 2) Resolution

**CITY OF HANOVER  
DEVELOPMENT AGREEMENT  
CROW RIVER HEIGHTS WEST FOURTH ADDITION**

**THIS AGREEMENT**, dated \_\_\_\_\_, 2019, by and between the City of Hanover, a Minnesota municipal corporation (“City”) and Backes Development LLC a Minnesota limited liability corporation (“Developer”).

**WITNESSETH:**

**WHEREAS**, Developer is the fee owner of the real property described in the attached Exhibit A, which real property is proposed to be subdivided and platted for development, and which subdivision, which is the subject of this Agreement, is intended to bear the name CROW RIVER HEIGHTS WEST FOURTH ADDITION and shall hereinafter be referred to in its entirety as the “Subject Property”; and

**WHEREAS**, Developer intends to subdivide 71.98 acres into thirty-six (36) single-family residential lots for purposes of constructing single-family residential units; and

**WHEREAS**, the City has given final approval of Developer’s plat of the Subject Property contingent upon compliance with certain City requirements including the approved City conditions of approval as contained in Hanover Resolution No. **08-05-19-70** adopted on August 5, 2019 (which conditions shall be applicable to the plat as if fully set forth herein), and those City approved standard terms and conditions contained herein; and

**WHEREAS**, the City requires that certain public improvements including, but not limited to bituminous street, sidewalk, trail(s), curb and gutter, grading, drainage, sanitary sewer, municipal water and storm sewer and drainage ponds as set forth on the approved Development Plans for CROW RIVER HEIGHTS WEST FOURTH ADDITION (hereafter “Improvements”) be installed to serve the Subject Property and be financed by Developer; and

**WHEREAS**, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners, the understandings and covenants of the parties concerning the development of the said Plat and the conditions imposed thereon;

**NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED**, in consideration of each party's promises and considerations herein set forth, as follows:

**1. Request for Plat Approval.** The Developer has asked the City to approve a plat entitled CROW RIVER HEIGHTS WEST FOURTH ADDITION consisting of thirty-six (36) single-family residential lots. This Development Agreement sets forth the terms and conditions for development of CROW RIVER HEIGHTS WEST FOURTH ADDITION.

**2. Conditions of Plat Approval.** The City hereby approves the plat on the terms of the approving resolution, and on the condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the Wright County Recorder or Registrar of Titles within one hundred (100) days after the City Council approves and executes the final plat.

**3. Intended Use of Subdivision Lots.** The City and Developer agree that the numbered lots in said Plat are intended only for single-family residential use in the number and the configuration as are shown on the Plat of CROW RIVER HEIGHTS WEST FOURTH ADDITION. Developer shall construct only one single-family dwelling per lot, unless the Subject Property is rezoned by the City in the future into a classification which would allow additional units to be constructed.

**4. Right to Proceed.** Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) This Agreement has been fully executed by both parties and filed with the Zoning Administrator, and all conditions contained in the Agreement have been met, 2) The necessary security has been received by the City, 3) The Plat has been recorded with the Wright County Records' Office, 4) If 1, 2 and 3 above have been completed, the Zoning Administrator shall issue a letter that all conditions have been satisfied and that the Developer may proceed. If the City Council, by motion, approves a request by Developer to proceed with grading of the site prior to final plat approval, Developer shall proceed with such approved grading only after signing a written agreement to indemnify and hold harmless the City from any liability associated with said work and acknowledging that the work is undertaken solely at Developer's expense and risk and posting security in an amount acceptable to the City Engineer.

**5. Development Plans.** The plat shall be developed in accordance with the following plans. The plans may be attached to the contract and incorporated herein, or a dated cover sheet only may be attached in which case the entire plans referenced are herein incorporated by reference. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

- Cover Sheet – Sheet C0-1
- Existing Conditions – Sheets C1-1
- Site Plan – Sheets C2-1
- Grading Plan – Sheets C3-1
- SWPPP Plan & Notes – Sheets C3-2 to C3-3
- Sanitary Sewer & Watermain Plans – Sheets C4-1 to C4-3
- Street & Storm Plans – Sheets C5-1 to C5-4
- Details – Sheets C8-1 to C8-3
- Landscape Plans – Sheets L1-1 to L1-2
- Landscape Details – Sheet L2-1

**6. Improvements.**

**A. Construction of Municipal Improvements.**

1. The Developer shall construct, at its sole expense, those Improvements located on the Plat as detailed in the Development Plans and Specifications for CROW RIVER HEIGHTS WEST FOURTH ADDITION, said improvements to include, as may be indicated on the Plans, installation of bituminous street, street lights, setting of iron monuments, surveying and staking, traffic control signs, curb and gutter, underground utilities, water mains, sanitary and storm sewers, storm water ponding and site grading. All required improvements shall be installed in accordance with City standards, ordinances, and technical specifications along with all items as reasonably required by the City Engineer.

2. The City Engineer shall, on behalf of the City, conduct regular inspections of work underway, at times and intervals as determined by the Engineer in the Engineer's sole discretion, to assure that all such work is in compliance with the approved plans and City ordinances, standards and regulations. If work on the Subject Property proceeds at an orderly and expeditious rate, it is contemplated that inspectors will review grading operations on a periodic basis but will be full time during the laying of pipe and other crucial steps in construction of public improvements. The City may upon a reasonable determination by the City Engineer that additional inspection is required to insure compliance with Development Plans and Specifications have one or more qualified and experienced City inspectors and a soil engineer inspect the work on a full time basis as necessary and at the Developer's expense. The Developer, its contractors and

subcontractors, shall follow all reasonable instructions received from the City Engineer and its inspectors.

3. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the city staff, to review the program for the construction work.

4. Within sixty (60) days after the completion of the improvements, the Developer shall supply the City with a complete set of reproducible “as constructed” plans, and electronic format “as constructed” plans in pdf format or other format as required by the City Engineer, all prepared in accordance with City standards.

5. Before the security for the completion of utilities is released, iron monuments must be installed in accordance with Minn. Stat. § 505.02. The Developer’s surveyor shall submit a written notice to the City certifying that the monuments have been installed.

#### **B. Construction of On-Site Improvements**

1. The Developer shall construct all on-site improvements including installation of paved streets, curb and gutter, boulevards, sidewalks and trails, street signs, traffic signs, yard top soil, two (2) rows of sod behind all curb and temporary seeding in all yards, grading control per lot, drainage swales, berming, and like items as necessary, street cleanup during project development, and erosion control, all as required by City ordinances. Front, side and portions of the back yards of residential lots shall be sodded by the responsible party. In all cases permanent turf or grass must be established over all areas of the lot not covered by a hard or impervious surface. The responsible party (Developer, Builder or Lot Owner, whichever party actually undertakes planting and posts the required security with the City) shall guarantee that all new plantings shall survive for eighteen (18) months from the time the planting has been completed or will be replaced at the expense of the Developer. Responsibility for compliance with City ordinances related to landscaping and proper establishment of yards shall remain with the Lot Owner or other responsible party and addressed through individual escrows. However, the City shall have available to it up to \$1,250 per lot from the letter of credit for purposes of curing any defect in landscaping or yard work for which the Developer is the responsible party, above the amount of escrow submitted. No funds from the letter of credit will be utilized until such time as Developer has been notified in writing of any deficiency and has been given thirty (30) days to completely remedy the deficiency. The letter of credit may also be used to insure that all vacant lots, and any disturbed areas are maintained free of noxious and unsightly weeds and that the development is properly and periodically cleaned up during construction. The letter of credit is intended to establish responsibility for overall development coordination with the proper party, the Developer.

The letter of credit may be used to cure any defect in maintenance of disturbed areas, weed removal and mowing, clean-up of blighted Plat areas in the event that the defects which are the responsibility of the Developer are not promptly cured upon notice to Developer.

2. Developer shall, at its own expense, cause the following items to be installed within the development, all such items to be installed underground, within the street right of way or such other location as may be approved by the City Engineer, accessible to all lots and in compliance with all applicable state and local regulations:

- i. Electrical power supply, to be provided by Wright-Hennepin or other such carrier;
- ii. Natural gas supply, to be provided by Centerpoint or other such carrier;
- iii. Telephone service, to be provided by various carriers;
- iv. Cable TV service (if available), to be provided by a local carrier.

3. Developer shall install heavy duty silt fencing in back of all curbing within thirty (30) days after said curbing is installed, or seven (7) days after the “small utilities” (gas, phone, electrical and cable television) have been installed, whichever occurs later. Builders shall be allowed to have (1) 20-foot opening in silt fence for each platted lot. The opening shall not be allowed until a building permit is obtained for that specific lot. The Developer shall be responsible for sweeping, and with a pick-up sweeper all streets within the subdivision on a weekly basis as needed. Failure by Developer to perform the erosion control practices which are its responsibility as set forth in this section may result in suspension of additional building permits until the situation is remedied. Alternatively, if Developer has failed to promptly correct erosion control measures in this section after seventy-two (72) hours’ notice by the City, the City may provide for correction, and reimburse itself from the letter of credit proposed by Developer.

4. Notwithstanding the requirements of subparagraph 6(B)(1) above, the Developer shall install to the City’s reasonable satisfaction public improvements (concrete curb and gutter, base course of bituminous paved streets, sanitary sewer, water, natural gas, electricity) available to each lot or parcel prior to the date that a building permit is issued by the City for a building located on the lot. No Certificate or Occupancy will be issued until the Lot Owner, Builder or Developer enters into an escrow agreement with the City to provide needed landscaping in accordance with City Policy and Ordinance.

5. Developer shall install all storm water detention/water quality ponds and basins upon said Plat as may be shown on the Grading, Drainage Erosion Control and Landscape Plan. Said ponds and basins or appropriate ponding and/or drainage easements

shall be dedicated to the City, and Developer shall provide the City with perpetual drainage easements over such ponds, or deed the ponds to the City as outlots as determined by the City. Said retention ponds and basins shall be installed prior to the installation of utilities. All ponds shall be designed and constructed in accordance with the plans and specifications as approved by the City Engineer and shall be constructed so as to function for the purpose intended. A warranty period of two (2) years from the date of acceptance shall apply to all ponds and sufficient security, as determined by the City, shall be submitted to the City to cover any deficiencies identified during the warranty period.

6. Developer and all contractors, builders and property owners within the Plat must take all reasonable steps to maintain the Plat free of litter and garbage during all stages of construction for which they are responsible, and shall keep on site of all appropriate times containers or dumpsters for disposal of garbage and materials. Adequate garbage facilities, including dumpsters, must be kept on site at all times during development. Any refuse resulting from construction activity within the Plat which is not promptly removed after seventy-two (72) hours' notice to the Developer, may, at the discretion of the City, be removed by the City and any costs incurred may be deducted from any outstanding escrow or Letter of Credit posted pursuant to this Agreement (in the event that the litter or garbage is due to construction activities undertaken by Developer) or, alternatively, the City may halt construction activities until the Plat is free of garbage or debris. Developer, builders and contractors shall at all times maintain adequate portable toilet facilities on site.

7. **Time of Performance.** The Developer shall install all public improvements as set forth on the approved Development Plans, (including only the first lift of bituminous on streets) by October 15, 2019. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

8. **Right of Entry.** The Developer hereby grants the City, its agents, employees, officers and contractors an irrevocable right to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with the plat development.

9. **Model Home.** In the event that site grading is approved by the City prior to final plat approval and/or execution of this Agreement, posting of security and filing of final plat Developer shall be entitled to one building permit on any lot which abuts an existing street or roadway. No model homes may be constructed or utilized until at least one lift of bituminous has been installed from said model home to access with a public street or roadway outside of the Plat. No certificate of occupancy shall be issued for any model or other home until all necessary public improvements (those set forth in the approved Development Plans except the second lift of bituminous) and utilities have been installed and the utilities have been successfully tested. Prior to this, model homes may

only be used by Developer's staff or realtors for purposes of showing the models to potential buyers. No model home may be used until landscaping conforming to City Ordinance has been installed, or required escrow has been posted within the City.

**10. Erosion Control.** Promptly after the site is rough graded, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they are reasonably determined to be necessary by the City Engineer. All areas disturbed by the excavation and back-filling operations shall be re-seeded forthwith after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or additional erosion control requirements received from the City or MPCA or Wright or Hennepin County Soil and Water Conservation District, the City may take such action as it deems appropriate to control erosion. The City will notify the Developer seventy-two (72) hours in advance of any proposed action and shall provide Developer with a reasonable period of time in which to cure defects in erosion control. In an emergency situation where lack of proper erosion control could result in immediate damage or adverse effect on other properties or waterways, the City may act to correct the situation without notice to the Developer. If the Developer does not reimburse the City for any reasonable cost the City incurred for such work within thirty (30) days, including professional fees, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the erosion control requirements. With regard to on-going construction, it is understood that dirt, soil and other debris will be displaced from time to time. It is the intent of the City that no permits will be withheld due to incidental dirt and soil displacement as long as said displacement will not result in immediate erosion and as long as Developer's builders clean up any such displacements within twenty-four (24) hours.

**11. Grading Plan.** The plat shall be graded in accordance with the Grading, Drainage, Erosion Control and Landscape Plan as identified in paragraph 5 hereof. All ponds, swales, and ditches shall be constructed on public easements or land owned by the City. Within thirty (30) days after completion of the grading and before the City releases the security, the Developer shall provide the City with an "as constructed" grading plan and a certification by a registered land surveyor or engineer that all ponds, swales, and ditches have been constructed on public easements or land owned by the City. The "as constructed" plan shall include field verified elevations of the following: a) cross sections

of ponds, b) location and elevations of swales and ditches, and c) lot corners and house pads. Certificates of Occupancy shall not be issued until such time as the Grading and Drainage Plan is certified by a registered land surveyor or engineer. Building permits may be issued within a particular defined area prior to complete implementation of the Grading and Drainage Plan only if the City Engineer certifies that the portions of the Grading and Drainage Plan already implemented are adequate to allow building within that defined area. The City Engineer may, after consultation with Developer and/or Developer's Engineer, make reasonable modifications in any approved plan based upon changed conditions.

**12. Clean Up.** The Developer shall, whenever necessary and upon twenty-four (24) hours' notice by the City, clean any substantial dirt and debris from the streets that has resulted from construction work by the Developer, its agents or assigns. Substantial dirt and debris shall include clumps or clods of dirt greater than four (4) inches in diameter and/or such other quantities of dirt or debris so as to constitute a public nuisance or public health or safety hazard. In the event of disagreement as to whether or not "substantial" dirt or debris is in the street requiring cleaning, the City's judgment shall control.

**13. Ownership of Improvements/Deeding of Outlots.** Upon completion and acceptance by the City Council of the work and construction required by this contract and the recording of the final Plat, the improvements lying within public easements shall become City property without further notice or action. Developer shall deed Outlots A, B, and C on the plat to the City.

**14. Streets.** The Developer agrees to maintain streets in the Plat until the bituminous surfacing has been accepted by the City Council, except that City will commence snow plowing of streets within the Plat as soon as the first lift of bituminous is in place and any house with access to Plat streets has been constructed and is occupied. Should the City be required to grade the streets prior to paving, the cost of such grading shall be paid for by the Developer and drawn from the Developer's letter of credit. Any work done by the City prior to acceptance of the streets by resolution shall not be evidence of acceptance.

**15. City Water and Sanitary Sewer and Storm Water.** Developer shall, at its own cost, install all necessary City Water and Sanitary Sewer services to the Plat. All construction of water and sewer services shall be in compliance with all applicable federal, state, and local statutes, rules, regulations and ordinances. All construction must be specifically approved by the City Engineer prior to acceptance by the City. Upon acceptance by the City, all such improvements shall become City property with no further action necessary.

Developer acknowledges and agrees that trunk area charges for both municipal sanitary sewer and water also apply to the proposed plat. Developer acknowledges and agrees that

the trunk area charge for sanitary sewer is \$2,270 per unit. Developer acknowledges and agrees that the trunk area charge for water is \$903 per unit. Developer acknowledges and agrees that storm water trunk charges are \$0.08 per square foot. Developer acknowledges and agrees that the proposed phase of this plat contains 16.71 acres. Therefore, Developer' trunk area charges are as follows:

Sanitary Sewer Trunk Charge	\$2270/unit
Municipal Water Trunk Charge	\$903/unit
Storm Water Trunk Fee	\$0.08/sq. ft.
<b>TOTAL CHARGES</b>	<b>\$172,441.60</b>

Developer agrees that the Storm Water Trunk Fee, the Sanitary Sewer Trunk Charge and the Municipal Water Trunk Charge must be paid in full before the final Plat is released by the City.

**16. City Engineering Administration and Construction Observation.** The Developer shall be responsible for the costs of construction administration and observation. The cost for said services shall be included in the escrow required by paragraph 18 hereof. City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer(s) on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warrant period, and processing of requests for reduction in security. Estimated fees for this service shall be \$92,296.00. These fees and estimated costs assume normal construction and project scheduling, and the estimated fee will be based upon the estimated construction schedule approved by the City Engineer. Construction observation shall include part- or full-time inspection of proposed construction of streets and other improvements.

**17. Security.** To guarantee compliance with the terms of this Agreement, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a surety in the amount of \$1,433,939.15 (Estimated Construction Costs x 125%), which may include surety provided under the Early Grading Agreement executed July 17, 2019 in the amount of \$262,500, leaving a balance of \$1,171,439.15 to be provided in a separate letter of credit.

The total security shall be provided in the form of an irrevocable letter of credit. The security shall be for a term ending thirty (30) days after project acceptance. The issuing bank(s), insurance company(s) or other indemnity company(s) shall be subject to the approval of the City. The form of any surety provided hereunder shall be subject to review and approval of the City Attorney.

Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the security, with any applicable notice as required elsewhere in this Agreement, for any violation of the terms of this Agreement or if the security is allowed to lapse prior to the end of the required term. If improvements have not been completed prior to the date that the security is to terminate, Developer shall, prior to that date, supply the City with a new letter of credit or extension of the same in an amount acceptable to the City. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations (including posting of any required warranty security) to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the security shall be retained until all improvements have been completed, all financial obligations to the City satisfied, and the required “as constructed” plans have been received by the City.

**18. Escrow.** The Developer is responsible for the payment of future city administrative, legal, planning, and engineering fees incurred in conjunction with the Development. Developer shall deposit \$105,000 in an escrow fund to cover said costs.

This escrow amount must be submitted to the City in cash or certified check prior to City execution of the Plat and this Agreement. All Administrative and Legal fees related to Plat review, drafting of the Developer’s Agreement and other items necessary for Plat review and approval up to the time of plat approval shall be paid to the City prior to City execution of the Final Plat. Any amounts not actually utilized from this escrow fund shall be returned to Developer when all improvements have been completed, all financial obligations to the City satisfied, and the required “as constructed” plans have been received by the City. Engineering fees required for escrow are only an estimate of fees, and any time that the escrow is depleted or near depletion the City may require deposit of further escrow funds to satisfy all City related engineering costs. Any amounts returned to Developer hereunder shall be returned with such interest as has actually accrued on said amounts. If the amount in this escrow drops below \$10,000, Developer shall submit an additional escrow amount to the City in an amount determined by the City as necessary to bring the escrow amount on deposit to a level commensurate with future expected costs.

**19. Claims.** In the event that the City receives claims from (and uses reasonable diligence to authenticate and claims) labor, materialmen, or other indicating that work required by this Contract has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City and have actually commenced and filed litigation seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts. The City may draw upon any surety in an

amount up to one hundred twenty-five percent (125%) of the claim(s) and deposit the funds in compliance with said Rule. Upon such deposits, the Developer shall release, discharge, and dismiss the City from any further proceedings as pertain to the surety amount deposited with the District Court, except that the Court shall retain jurisdiction to determine attorney's fees due the City pursuant to this Contract. In the event that the Developer desires to make a cash deposit in lieu of depositing the posted surety as described above, Developer shall immediately notify the City of such intent at the time the claim is made. Developer shall then deliver one hundred twenty-five percent (125%) of the claim to the City within ten (10) days of such notice in the form of cash or certified check. If the cash or certified check is not provided to the City within said ten (10) days, then the City may proceed to deposit any posted surety with the Court as described above.

**20. Park and Trail Dedication.** The Developer shall pay park dedication fees of \$114,520, which contemplates a carry-over credit of one park dedication unit.

**21. Storm Warning Siren Fee.** Developer shall pay the storm warning siren fee established by the City Council at the rate of \$68.63 per acre for a total of \$1,146.46.

**22. Landscaping and Driveways.** The responsible party (Developer, builder or lot owner who undertakes the work and deposits an escrow with the City) shall provide proper landscaping and driveway on each lot in compliance with the terms and conditions of the Hanover Subdivision Ordinance, Zoning Ordinance and any other City Ordinances in place at the time of application for a building permit. Weather permitting, the trees, grass seed, and sod shall be planted within thirty (30) days after a Certificate of Occupancy has been issued for a lot. If a certificate of occupancy is issued between November 1 and May 31, the trees and sod shall be planted no later than June 30. All grass seed shall be maintained such that turf is established within one (1) year of planting. Before a building permit is issued a cash in such amount as may be determined by the City's current fee schedule shall be furnished the City to guarantee compliance with the landscaping and driveway requirements. Said escrow shall remain in place until all landscaping has been completed and approved by the City and the driveway has been constructed to City standards and inspected and approved by the City. If the landscaping and driveway, the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City. If the amount of landscaping or driveway work completed by the City exceeds the cash escrow, the party submitting the escrow shall be responsible for any additional costs incurred by the City. Such costs shall be billed to the responsible party and paid within thirty (30) days of receipt of the bill. If not paid, the costs may be assessed against the affected parcel.

Responsibility for compliance with City landscape and driveway requirements will be with the person establishing the escrow, in most cases either the builder or Lot Owner.

### **23. Warranty.**

A. **Streets and Utilities.** Except as otherwise provided in this Agreement, the Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is two (2) years from the date of acceptance by the City Council. The warranty period for underground utilities and storm or drainage improvements (including ponds) is two (2) years from the date of acceptance by the City Council. If streets and underground utilities are installed by separate contracts, the warranty period on streets shall commence after the final wear course has been installed and accepted by the City Council and the warranty period on underground utilities and storm or drainage improvements (including ponds) shall commence following their completion and acceptance by the City Council. Developer shall post a warranty bond covering the street and utility improvements in an amount and on terms as determined by the City.

B. **Landscaping.** All grass seed, sod and trees shall be warranted to be alive, of good quality, and disease free for eighteen (18) months after planting. Any replacement shall be warranted for eighteen (18) and thirty-six (36) months from grass seed, sod, plants and trees within stormwater management easements, which shall be warranted for a period of thirty-six (36) months after planting. The responsible party (Developer, builder, or lot owner) shall post security or escrow to secure the warranties as provided herein. Builders and residents purchasing lots shall have an obligation to plant and adequately maintain all trees, sod and grass. Developer shall disclose to purchasers the warranties set forth in this Agreement and may require by contract remedies allowing the Developer to cure landscaping problems and bill affected residents. As long as Developer proceeds in good faith to cure any warranty problems for which he is responsible, such problems, if of a limited nature, shall not be considered a Developer's breach. The City shall retain ten percent (10%) of the security posted by the Developer until other acceptable security is furnished to the City or until the warranty period on all landscaping for which Developer is responsible has been completed, whichever first occurs. The security retainer may be used to pay for warranty work.

### **24. Responsibility for Costs.**

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the approval and development of the Plat including, but not limited to, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Plat, the preparation of this Agreement, and all costs and expenses incurred by the City in monitoring and inspecting development of the Plat as estimated in Paragraph 18 of this Agreement with respect to legal fees in particular, Developer acknowledges that legal Development work is of a technical nature, thereby justifying a fee schedule separate from that charged to the City directly.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall defend and indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.

C. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Contract, including administrative costs, engineering, planning, and attorney's fees.

D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under the Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt Plat development and construction until the bills are paid in full. Bills that are not paid within thirty (30) days shall accrue interest at the rate of ten percent (10%) per year. Developer shall be entitled to a justification of any costs billed hereunder, as well as any time sheets or other written data supporting bills issued under this section. Developer shall not be charged for receipt of such information.

E. The Developer agrees that all public improvements required under this Agreement and specifically set forth herein are items for which Developer is responsible for completing and all work shall be done at Developer's expense.

**25. Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any reasonable expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than seven (7) days in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part against the subject property.

**26. Miscellaneous.**

A. The Developer represents to the City that the Plat complies with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow construction of development work in the Plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Contract.

C. Breach of the terms of this agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. In any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and the costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties. No one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface, unless a specific exception is approved by the City.

F. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release. The City will record a written release of this Agreement within thirty (30) days of its determination that Developer has satisfied all terms, conditions and obligations contained in this Agreement.

G. This Agreement shall run with the land and shall be recorded against the title to the Property and shall be binding on all parties having any right, title or interest in the Plat or any part thereof, their heirs, executors, representatives, successors or assigns.

H. The Developer shall take out and maintain or cause to be taken out and maintained until the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of their subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than One Million Dollars (1,000,000) for one person and Two Million Dollars (\$2,000,000) for each occurrence; limits for property damage shall be not less than Five Hundred Thousand Dollars (500,000) for each occurrence; or a combination single limit policy of One Million Dollars (\$1,000,000) or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the Plat. The certificate shall provide that the City must be given ten (10) days' advance written notice of the cancellation of the insurance.

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised

from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

J. The Developer may not assign this Agreement without the prior written approval of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sell one or more lots, the entire plat, or any part of it.

K. Upon Developer's full satisfaction of the terms, conditions and obligation herein contained, the City shall issue to Developer in recordable form a 'Release of Developer's Agreement.'

L. Developer shall comply with all water, ponding and wetland related restrictions, if any, required by the Wright or Hennepin County Soil and Water Conservation District and/or the City and any applicable provisions of State law.

M. Developer shall obtain all required access, right of way, driveway, utility and other permits as required by various government agencies including, but not limited to, the City Engineer, Wright County, and Minnesota Department of Transportation.

**27. Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, their employees or agents, or mailed to the Developer by registered mail at the following address: Backes Development LLC, 11413 Ashbury Circle N., Champlin, MN 55316 Notices to the City shall be in writing and shall be either hand delivered to the City Clerk, or mailed to the City by registered mail in care of the City Clerk at the following address: City of Hanover, 11250 5<sup>th</sup> Street NE, Hanover, MN 55341-0278.

**28. Closing on Development Agreement.** In conjunction with any recording of the final plat, the Developer shall schedule a closing on the requirements of this Agreement at which the title company conducting the closing shall collect all documents and submittals required by this Agreement. As part of the closing, the City shall provide a letter of instruction to the title company indicating the tasks required as a condition precedent to recording of the final plat.

**CITY OF HANOVER**

By: \_\_\_\_\_  
Chris Kauffman, Mayor



**CONSENTS**

Finance FOR Fund, LLC, as the holder of a mortgage on the Exhibit A property, hereby consents to the terms of this Agreement and agrees that this Agreement shall remain in full force and effect even if it forecloses on its mortgage.

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

Its: \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ the \_\_\_\_\_ of Finance FOR Fund, LLC.

\_\_\_\_\_  
Notary Public

SAP Properties, LLC, as the holder of a mortgage on the Exhibit A property hereby consents to the terms of this Agreement, and agrees that this Agreement shall remain in full force and effect even if it forecloses on its mortgage.

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

Its: \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ the \_\_\_\_\_ of SAP Properties, LLC.

---

Notary Public

**DRAFTED BY:**

Rupp, Anderson, Squires & Waldspurger, P.A.  
333 South Seventh Street, Suite 2800  
Minneapolis, MN 55402  
(612) 436-4300

RASW: 133546

**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 Mayor Chris Kauffman at 7:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 5<sup>th</sup> day of August, 2019.

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 08-05-19-72**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO A  
DEVELOPMENT AGREEMENT FOR A PROJECT KNOWN AS  
CROW RIVER HEIGHTS WEST THIRD ADDITION**

**WHEREAS**, Backes Development, LLC (“Developer”) had previously entered into a Development Agreement for CROW RIVER HEIGHTS WEST THIRD ADDITION as per Resolution 09-05-17-91 approved on September 5, 2017; and

**WHEREAS**, Developer has requested to replace the Escrow Pledge and Payment Agreement with a letter of credit; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves the First Amendment to Development Agreement dated September 6, 2017 by and between the City of Hanover and Backes Development, LLC, and authorizes City staff and the Mayor to execute documents as necessary.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of August, 2019.

APPROVED BY:

\_\_\_\_\_  
Chris Kauffman, Mayor

ATTEST:

\_\_\_\_\_  
Brian Hagen, City Administrator

# Collaborative Planning, LLC

## Memorandum

**Date:** August 1, 2019  
**To:** Honorable Mayor and Council  
**From:** Cindy Nash, City Planner  
**RE:** Crow River Heights West Third Addition – First Amendment to Development Agreement

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The Development Agreement for Crow River Heights West Third Addition was executed in 2017, and included an Escrow Pledge and Payment Agreement instead of a typical letter of credit. Backes Companies wishes to replace the Escrow Agreement with a letter of credit. After execution of this proposed first amendment to the development agreement and the letter of credit, city staff would authorize release of the remaining funds in the escrow agreement.

Attachments:

- 1) First Amendment to Development Agreement
- 2) Resolution

**FIRST AMENDMENT TO DEVELOPMENT  
AGREEMENT DATED SEPTEMBER 6, 2017  
BY AND BETWEEN THE CITY OF HANOVER  
AND BACKES DEVELOPMENT LLC**

**THIS FIRST AMENDMENT** is made this \_\_\_\_ of \_\_\_\_\_, 2019, by and between the City of Hanover, a Minnesota municipal corporation (“City”) and Backes Development LLC a Minnesota limited liability corporation (“Developer”).

**WITNESSETH:**

**WHEREAS,** City and Developer entered a Development Agreement (“Agreement”) dated September 6, 2017, which Agreement established the terms and conditions for Developer’s development of the Crow River Heights West Third Addition.

**WHEREAS,** Paragraph 17 of the Agreement required Developer to enter an Escrow Pledge and Payment Agreement in the amount of \$787,233.88 as security for the installation of improvements as specified in the Agreement.

**WHEREAS,** Developer and City subsequently entered an Escrow Pledge and Payment Agreement dated September 7, 2017 per said requirement.

**WHEREAS,** Developer wishes to post a traditional letter of credit in lieu of the Escrow Pledge and Payment Agreement, and City is willing to accept the alternate security on the terms set forth herein.

**NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED,** in consideration of each party’s promises and considerations herein set forth, as follows:

1. **Alternate Security.** Developer shall post an irrevocable letter of credit in the amount of \$\_\_\_\_\_. The letter of credit shall comply with the requirements of the Agreement, and contain terms acceptable to the City in its sole discretion.

2. Upon the City’s written acceptance of the substitute irrevocable letter of credit, the Escrow Pledge and Payment Agreement shall no longer be in effect, and the remaining escrowed funds, as identified in said agreement, may be released by the Escrow Agent to Developer.



**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 Mayor Kauffman at 7:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on the 5<sup>th</sup> day of August, 2019.

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 08-05-19-73**

**A RESOLUTION APPROVING RATIFICATION OF PENSION INCREASE**

**WHEREAS**, the Hanover Fire Relief Association has requested the City Council to ratify an annual pension increase from \$1,875 to \$2,000; and

**WHEREAS**, the Hanover Fire Relief Association’s pension fund is estimated to be funded at 109% with the pension increase.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota, hereby approves the ratification of a Hanover Fire Relief Association Pension increase to an amount of \$2,000 per year of service, subject to the regulations of the Hanover Fire Relief Association By-Laws.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of August, 2019.

APPROVED BY:

ATTEST:

\_\_\_\_\_  
Chris Kauffman, Mayor

\_\_\_\_\_  
Brian Hagen, City Administrator



**To: Mayor Kauffman & the Hanover City Council**

**From: Brian Hagen, City Administrator**

**Re: Kauffman Inquiries on Hanover FRA Pension Information**

**Date: August 1, 2019**

Below are answers to questions raised at the July 16, 2019 Council Worksession related to the Hanover FRA Pension amount.

***Hanover FRA Pension Amount Ratified by Year as supplied by the State Auditor's Officer:***

1995: \$600

1999: \$1,000

2008: \$1,400

2015: FRA requested \$1,600; Council ratified \$1,500. This is when an informal level of 105% funding level for the pension fund was established by the FRA

2016: \$1,575

2017: \$1,775

2018: \$1,875

***Firefighter compensation amounts:***

Pre 2017: \$8/call

2017: \$10/hr. for calls (one-hour minimum pay); \$17/meeting

2018: \$10/hr. straight hourly pay (one-hour minimum pay)

***How does a decrease happen?***

In speaking with the Office of the State Auditor, the general process of a pension decrease should be as follows:

1. The Hanover FRA approves a reduced annual pension amount. The decrease, according to current Hanover FRA By-Laws may be approved by the Board of Trustees. The Board of Trustees is compiled by six members of the Hanover FRA and three City Officials (Mayor, City Administrator and Fire Chief)
2. City Council ratification of the reduced amount.

***When does City pay in?***

It depends on information from an annual report as filed on the SC Form that is submitted to the State Auditor's Office each year. Unfortunately, there is not a simple black and white answer. The answer is

largely; it depends. What the FRA Secretary does do though is input potential increases to the form to determine whether the City would be required to contribute based on the increase. The last few years, the fund has been at approximately 110% funded after the increase. The proposed increase to \$2,000 would place the fund at an estimated 109% funded.

***Neighboring entity's FRA pension amounts:***

Albertville: \$2,800/ratified by the Council

Buffalo: \$4,400/TBD ratified by the Council

Rockford: \$2,350/ratified by the Council (increasing by \$150 ea. year to an amount of \$2,600)

Rogers: \$3,650/ratified by the Council

St. Michael: \$3,800/ratified by the Council