

**AGENDA  
HANOVER CITY COUNCIL  
SEPTEMBER 5, 2017**

**MAYOR**

**CHRIS KAUFFMAN**

**COUNCIL**

**DOUG HAMMERSENG**

**KEN WARPULA**

**JIM ZAJICEK**

**MARYANN HALLSTEIN**

1. Call to Order/Pledge of Allegiance: 7:00 p.m.
2. Approval of Agenda
3. Consent Agenda Items:
  - a. Approve Minutes of August 15, 2017 City Council Meeting (4)
  - b. Approve Claims as Presented: (6)

➤ Claims	\$ 56,593.49
➤ Payroll	\$ 8,335.04
➤ P/R taxes & Exp	\$ 3,307.38
➤ Other Claims	<u>\$ 2,172.15</u>
➤ Total Claims	<u>\$ 70,408.06</u>
  - c. Res No 09-05-17-84 – Approving City of Hanover Mission Statement (33)
  - d. Res No 09-05-17-85 – Approving City of Hanover Vision Statement (34)
  - e. Res No 09-05-17-86 – Recognizing Resignation of Lucas Pollock (35)
  - f. Res No 09-05-17-87 – Approving Hire of Dylan Freund (36)
  - g. Res No 09-05-17-88 – Approving BankWest ACH Agreement (37)
  - h. Res No 09-05-17-89 – Approving UBS Certification & Agreement (51)
  - i. Res No 09-05-17-90 – Approving Release of Quail Pass 2<sup>nd</sup> Addition Escrow Funds (54)
4. Citizen’s Forum:
  - a. Fire Department Pinning – Ryan Jacobson
5. Public Hearings
6. Unfinished Business
  - a. Res No 09-05-17-91 – Approving Crow River Heights West Third Addition Developer’s Agreement and Escrow Pledge and Payment Agreement (55)
  - b. Res No 09-05-17-92 - Approving 2018 Preliminary Budget & Levy (89)
  - c. Res No 09-05-17-93 – Approving Construction of Settlers Park Ballfield Dugouts (103)
7. New Business
  - a. Res No 09-05-17-94 – Approving MS4 Program Implementation Proposal (104)
  - b. Res No 09-05-17-95 – Approving 2018-2019 Law Enforcement Agreement (108)
8. Reports
9. Adjournment

**To:** Mayor Kauffman & Members of the Hanover City Council  
**From:** Brian Hagen, City Administrator  
**Date:** August 31, 2017  
**Re:** Review of September 5, 2017 City Council Agenda

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1. Call to Order/Pledge of Allegiance: 7:00 p.m.
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3. Consent Agenda Items: *See enclosed consent agenda.*
  - a. Approve Minutes of August 15, 2017 City Council Meeting (4)
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  - h. Res No 09-05-17-89 – Approving UBS Certification & Agreement (51)
  - i. Res No 09-05-17-90 – Approving Release of Quail Pass 2<sup>nd</sup> Addition Escrow Funds (54)
4. Citizen's Forum:
  - a. Fire Department Pinning – Ryan Jacobson  
*Chief Malewicki will be present to pin Mr. Jacobson and recognize he has successfully completed his probation requirements for the Hanover Fire Department.*

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

5. Public Hearings  
*None*

## 6. Unfinished Business

**a. Res No 09-05-17-91 – Approving Crow River Heights West Third Addition Developer’s Agreement and Escrow Pledge and Payment Agreement (55)**

*Enclosed is a memo, Developers Agreement, Escrow Pledge and Payment Agreement, and Resolution associated with Crow River Heights West Third Addition. City Attorney Squires and City Planner Nash will be present to discuss the details for consideration.*

**b. Res No 09-05-17-92 - Approving 2018 Preliminary Budget & Levy (89)**

*Enclosed is the third draft of the 2018 Preliminary Budget for consideration. Additionally, enclosed is a resolution approving the 2018 Preliminary Budget and Levy. The levy is required to be certified by September 30, 2017. Should Council have any changes, this resolution could be considered at the September Work Session.*

**c. Res No 09-05-17-93 – Approving Construction of Settlers Park Ballfield Dugouts (103)**

*Enclosed is a resolution authorizing staff to spend funds to construct dugouts and install a cement pad for bleachers associated with the newly renovated Settlers Park Ballfield.*

## 7. New Business

**a. Res No 09-05-17-94 – Approving MS4 Program Implementation Proposal (104)**

*Enclosed is a resolution to hire WSB to assist staff with the first full year of requirements with MS4 regulations. Previously approved proposals were associated with the completion of the MS4 application and the creation of the SWAMP web application to assist as a tool to be utilized when conforming with MS4 requirements. City Engineer Messner will be present to answer any questions.*

**b. Res No 09-05-17-95 – Approving 2018-2019 Law Enforcement Agreement (108)**

*Enclosed is a resolution approving the 2018-2019 Law Enforcement Agreement with Wright County.*

## 8. Reports

## 9. Adjournment

**CITY OF HANOVER  
CITY COUNCIL WORK SESSION  
AUGUST 15, 2017 – DRAFT MINUTES**

**Call to Order**

Mayor Kauffman called the Regular City Council Work Session Meeting of Tuesday, August 15, 2017, to order at 6:11 p.m. Present were Mayor Chris Kauffman, Councilors Jim Zajicek, and MaryAnn Hallstein. Also present were City Administrator Brian Hagen and Public Works Supervisor Jason Doboszanski. Other guests included Matthew Bedsted and his mother.

**Approval of Agenda**

Hagen requested to add an agenda item 5.a. to discuss payment of dumpster costs associated with the annual Crow River Cleanup Day.

**MOTION** by Zajicek to approve the amended agenda, seconded by Hallstein.

**Motion carried unanimously.**

**Consent Agenda**

Hagen added a claim for \$154,098 to reflect payment of the Butler Building invoice for the Public Works Facility. New claims total would be \$216,247.49.

**MOTION** by Zajicek to approve the consent agenda as amended, seconded by Hallstein.

**Motion carried unanimously.**

**a. Approve Minutes of July 31, 2017 City Council Meeting**

**b. Approve Claims as Presented:**

➤ Claims	\$ 203,073.95
➤ Payroll	\$ 7,899.48
➤ P/R taxes & Exp	\$ 3,185.57
➤ Other Claims	<u>\$ 2,088.49</u>
➤ Total Claims	<u>\$ 216,247.49</u>

**Motion carried unanimously.**

**Matthew Bedsted – Eagle Scout Project Presentation**

Mr. Bedsted presented his Eagle Scout project to the City Council. Bedsted is requested to construct nine Blue Bird houses to be placed in Eagleview Park, Pheasant Run Park, and the Community Garden. The houses would be constructed out of cedar wood material and be placed on a pole approximately five feet off the ground. Each park would receive three houses. Bedsted would also install a predator guard on each house to prevent disruption of the internal nests.

Hallstein recommended placing a plaque on the houses signifying they are an Eagle Scout project completed by Matthew Bedsted. Bedsted noted the houses would be funded through donations from area organizations and businesses.

Council supported the project and thanked Mr. Bedsted for the added amenity to the Hanover park system.

**Res No 07-31-17-82 - Approving**

The resolution was tabled from the prior meeting in order for Council to gather more information associated with the cost difference when compared to neighboring entities. Present was Nick Preisler of WSB. Preisler explained that Hanover's project calls for a heavier aggregate material than other entities. The heavier material is needed due to the project location being a road traveled by heavy truck traffic. Additionally, the project calls for additional fog seal to be applied to assist in prolonging the aggregate material from wearing away. A last factor is the amount of road stripping needed for turn lanes. Preisler did note that material costs that could be compared to other entities were similar. Any

extra costs is associated with the amount of material needed. This year's project is a smaller scale project.

**MOTION** by Hallstein to approve Res No 07-31-17-82, seconded by Zajicek. **Motion carried unanimously.**

### **Crow River Cleanup Dumpster Cost**

Hagen stated that the event is organized by Wright County Soil and Water District. Hanover has historically paid for the dumpster cost of approximately \$300. The dumpsters are placed in either the City Hall parking lot or Hanover Athletic Association's parking lot.

**MOTION** by Hallstein to pay for the 2017 dumpster cost, seconded by Zajicek. **Motion carried unanimously.**

### **Reports**

Hallstein

- Stated the EDA property purchase is closing soon and the board is considering renting the property for residential use during the time to consider long term plans for downtown parking.

Doboszanski

- Stated the Harvest Festival went very well. Staff was present Friday night, all day Saturday, and a portion of Sunday morning to assist with the event.

Hagen

- Staff continues to work with Backes Companies on Crow River Heights West Third Addition.
- The Public Works building from Butler is scheduled to be shipped early September.

Kauffman

- Suggested the City consider recipients of a Vitalization award to be given soon. He recognized recently retired Hanover Elementary Principal Jeff Olson or the Hanover Harvest Festival organizers.
- Suggested a ground breaking photo for the new Public Works Facility.

### **Adjournment**

**MOTION** by Zajicek to adjourn at 7:06 p.m., seconded by Hallstein. **Motion carried unanimously.**

APPROVED BY:

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Chris Kauffman, Mayor

ATTEST:

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Brian Hagen, City Administrator

CITY OF HANOVER

08/31/17 3:44 PM

Page 1

Payments

Current Period: September 2017

Batch Name	09/05/17 PAY					
Payment	Computer Dollar Amt	\$56,593.49	Posted			
Refer	2129 ALLINA HEALTH SYSTEM	Ck# 002112E 9/5/2017				
Cash Payment	E 100-42240-310 Other Professional Servi	Medical Directorship - 3rd Quarter 2017				\$729.50
Invoice	II10022434	7/31/2017				
Transaction Date	8/30/2017	Due 0	Cash	10100	Total	\$729.50
Refer	2129 AMERICAN PRESSURE INC.	Ck# 032842 9/5/2017				
Cash Payment	E 100-43000-220 Repair/Maint Supply (GE	Pressure Washer Repair - Leaking Soap, Occasionally Foams Up				\$176.35
Invoice	97174	8/17/2017				
Transaction Date	8/21/2017	Due 0	Cash	10100	Total	\$176.35
Refer	2122 AT&T MOBILITY	Ck# 032843 9/5/2017				
Cash Payment	E 100-43000-321 Telephone	PW Cell Phone - 7/18/17 - 8/17/17				\$137.98
Invoice	X08252017	8/25/2017				
Transaction Date	8/29/2017	Due 0	Cash	10100	Total	\$137.98
Refer	2127 BIFFS INC.	Ck# 002101E 9/5/2017				
Cash Payment	E 100-45200-580 Other Equipment	Pheasant Run Park Mini Biff Svc. 07/19/17 - 08/15/17				\$95.00
Invoice	W647291	8/16/2017				
Cash Payment	E 100-45200-580 Other Equipment	Eagleview Park Mini Biff Svc. 07/19/17 - 08/15/17				\$95.00
Invoice	W647292	8/16/2017				
Cash Payment	E 100-45200-580 Other Equipment	Mallard Park Mini Biff Svc. 07/19/17 - 08/15/17				\$95.00
Invoice	W647293	8/16/2017				
Cash Payment	E 100-45200-580 Other Equipment	Cardinal Circle Park Mini Biff Svc. 07/19/17 - 08/15/17				\$95.00
Invoice	W647294	8/16/2017				
Transaction Date	8/21/2017	Due 0	Cash	10100	Total	\$380.00
Refer	2114 BLUE TARP FINANCIAL	Ck# 002098E 9/5/2017				
Cash Payment	E 100-43000-240 Small Tools and Minor E	12V-20V Lithium Ion Battery Charger, 3" Surface Prep Kit, 4.5" Cut Off Tool, 4.5" Cutoff Blade				\$242.89
Invoice	0191035180	8/9/2017				
Transaction Date	8/15/2017	Due 0	Cash	10100	Total	\$242.89
Refer	2130 CENTRAL HYDRAULICS, INC.	Ck# 002102E 9/5/2017				
Cash Payment	E 100-43000-220 Repair/Maint Supply (GE	3/4" Tank Breather & 1-1/4 x 3/4 Hex Bushing for Plow Truck				\$26.22
Invoice	48922	8/21/2017				
Transaction Date	8/21/2017	Due 0	Cash	10100	Total	\$26.22
Refer	2119 COLLABORATIVE PLANNING LLC	Ck# 002099E 9/5/2017				
Cash Payment	G 818-20200 Accounts Payable	Legatt: Prepare Resolution for Council, Prepare for & Attend Council Meeting				\$75.75
Invoice	2017-102	8/15/2017			Project 208233	
Cash Payment	G 818-20200 Accounts Payable	Hengler: Prepare Staff Report & Resolution, Prepare & Attend Meeting				\$75.75
Invoice	2017-103	8/15/2017			Project 208232	

CITY OF HANOVER

08/31/17 3:44 PM

Page 2

Payments

Current Period: September 2017

Cash Payment	G 818-20200 Accounts Payable	Bechtold Split: E-mails-Submittal, Otto Questions, Phone Conf. with Brian, Research Meandered/Navigable Waters, Phone Conf. with Ben				\$454.50
Invoice	2017-100	8/15/2017			Project 208234	
Cash Payment	G 818-20200 Accounts Payable	GP Welding: Phone Conference with Realtor				\$202.00
Invoice	2017-104	8/15/2017			Project 208235	
Cash Payment	G 823-20200 Accounts Payable	CRH: Wetlands, Plat Revisions, Prepare Resolutions, Submittal Requirements, Council Meeting, PUD Resolution, Development Agreement, Engineers Estimate, Revised Plans				\$1,616.00
Invoice	2017-101	8/15/2017				
Cash Payment	E 100-41910-310 Other Professional Servi	General Planning				\$2,272.50
Invoice	2017-099	8/15/2017				
Transaction Date	8/17/2017	Due 0	Cash	10100	<b>Total</b>	\$4,696.50
Refer	2121 COLONIAL LIFE				Ck# 032844 9/5/2017	
Cash Payment	G 100-21706 Medical/Dental Ins	Supplemental Insurance - September 2017				\$30.26
Invoice	4475836-090189	8/22/2017				
Transaction Date	8/29/2017	Due 0	Cash	10100	<b>Total</b>	\$30.26
Refer	2121 DELTA DENTAL				Ck# 032845 9/5/2017	
Cash Payment	G 100-21706 Medical/Dental Ins	Dental Premiums - September 2017				\$83.40
Invoice	7006956	8/15/2017				
Transaction Date	8/18/2017	Due 0	Cash	10100	<b>Total</b>	\$83.40
Refer	2109 DIXON, GARY & CAROL				Ck# 032846 9/5/2017	
Cash Payment	G 100-22000 Deposits	Shelter Damage Deposit Refund - 8/12/17 Event				\$100.00
Invoice		8/14/2017				
Transaction Date	8/14/2017	Due 0	Cash	10100	<b>Total</b>	\$100.00
Refer	2125 DJ MEDIN ARCHITECTS				Ck# 032847 9/5/2017	
Cash Payment	E 411-41940-310 Other Professional Servi	Rendering Drawing Extra				\$368.00
Invoice	16-005-5	8/22/2017			Project 208218	
Transaction Date	8/29/2017	Due 0	Cash	10100	<b>Total</b>	\$368.00
Refer	2124 FAMILY HERITAGE LIFE INSURAN				Ck# 002100E 9/5/2017	
Cash Payment	G 100-21706 Medical/Dental Ins	Supplemental Insurance - August 2017				\$33.20
Invoice	647967	8/15/2017				
Transaction Date	8/21/2017	Due 0	Cash	10100	<b>Total</b>	\$33.20
Refer	2115 GOLD NUGGET DEVELOPMENT, I				Ck# 032848 9/5/2017	
Cash Payment	G 821-20200 Accounts Payable	Escrow Release for Quail Pass 2nd Addition				\$11,643.81
Invoice		8/25/2017				
Cash Payment	G 821-25300 Unreserved Fund Balance	Escrow Release for Quail Pass 2nd Addition				\$293.28
Invoice		8/25/2017				
Transaction Date	8/25/2017	Due 0	Cash	10100	<b>Total</b>	\$11,937.09
Refer	2108 GRUPP, JEFF & JACKIE				Ck# 032849 9/5/2017	
Cash Payment	G 100-22000 Deposits	Hall Damage Deposit Refund - 8/12/17 Event				\$200.00
Invoice		8/14/2017				
Transaction Date	8/14/2017	Due 0	Cash	10100	<b>Total</b>	\$200.00
Refer	2124 GUIDANCE POINT TECHNOLOGIE				Ck# 032850 9/5/2017	

# CITY OF HANOVER

08/31/17 3:44 PM

Page 3

## Payments

**Current Period: September 2017**

<a href="#">Cash Payment</a>	E 100-41600-310 Other Professional Servi	8/23/17 Onsite Service: Move COH107 to Fire Station & Setup, Reviewed Remote Access for Brian, Misc. Support			\$270.00
Invoice 11091	8/22/2017				
<a href="#">Cash Payment</a>	E 100-41600-310 Other Professional Servi	7/27/17 Remote Service - Configured New Copier, Shared BW and Color Options, Setup Scan to E-Mail, Deployed Copier Via Group Policy			\$135.00
Invoice 11071	8/19/2017				
Transaction Date	8/29/2017	Due 0	Cash	10100	<b>Total</b> \$405.00
Refer	2110 HEALTH PARTNERS	<u>Ck# 002096E 9/5/2017</u>			
<a href="#">Cash Payment</a>	G 100-21706 Medical/Dental Ins	Medical Premiums - September 2017			\$2,166.53
Invoice 74717802	8/7/2017				
Transaction Date	8/14/2017	Due 0	Cash	10100	<b>Total</b> \$2,166.53
Refer	2123 HENNEPIN COUNTY TREASURER	<u>Ck# 032851 9/5/2017</u>			
<a href="#">Cash Payment</a>	E 100-41550-310 Other Professional Servi	Assessment Contract A165527 for 8/01/16 to 7/31/17			\$7,300.00
Invoice 1000097568	8/23/2017				
Transaction Date	8/29/2017	Due 0	Cash	10100	<b>Total</b> \$7,300.00
Refer	2112 ISD 877 - BUFFALO	<u>Ck# 032852 9/5/2017</u>			
<a href="#">Cash Payment</a>	E 100-45200-440 Programs	Permit Fee for Hanover Elementary Parking Lot for Bike Rodeo on Sat. 6/17/17			\$20.00
Invoice 32062	8/3/2017				
Transaction Date	8/25/2017	Due 0	Cash	10100	<b>Total</b> \$20.00
Refer	2119 LADDA, MAXINE	<u>Ck# 032853 9/5/2017</u>			
<a href="#">Cash Payment</a>	G 100-22000 Deposits	Hall Damage Deposit Release for 8/26/17 Event			\$200.00
Invoice					
Transaction Date	8/29/2017	Due 0	Cash	10100	<b>Total</b> \$200.00
Refer	2117 MARCO TECHNOLOGIES, LLC	<u>Ck# 032854 9/5/2017</u>			
<a href="#">Cash Payment</a>	E 100-41570-220 Repair/Maint Supply (GE	Contract Base Rate 08/20/17 - 09/19/17			\$176.05
Invoice INV4526873	8/21/2017				
Transaction Date	8/25/2017	Due 0	Cash	10100	<b>Total</b> \$176.05
Refer	2117 MENARDS-BUFFALO	<u>Ck# 032855 9/5/2017</u>			
<a href="#">Cash Payment</a>	E 100-43000-215 Shop Supplies	2 - Rags In A Box - 200 Count			\$19.96
Invoice 47795	8/9/2017				
<a href="#">Cash Payment</a>	E 100-43000-215 Shop Supplies	8 - Basic Pleat Filters 15x20x1			\$15.84
Invoice 47795	8/9/2017				
<a href="#">Cash Payment</a>	E 100-43000-215 Shop Supplies	Sealbest Pothole Patch			\$23.80
Invoice 47795	8/9/2017				
<a href="#">Cash Payment</a>	E 100-43000-215 Shop Supplies	Basic Pleat Filter 14x25x1			\$23.76
Invoice 47795	8/9/2017				
<a href="#">Cash Payment</a>	E 100-43000-215 Shop Supplies	Basic Pleat Filter 16x25x1			\$23.76
Invoice 47795	8/9/2017				
<a href="#">Cash Payment</a>	E 100-42280-215 Shop Supplies	Basic Pleat Filter 16x25x1			\$23.76
Invoice 47795	8/9/2017				
<a href="#">Cash Payment</a>	E 100-45200-220 Repair/Maint Supply (GE	Mallard Park Gazebo - 2x4-8's, 3" Deck Screws, 1x12-10's			\$45.73
Invoice 48690	8/21/2017				

CITY OF HANOVER

08/31/17 3:44 PM

Page 4

Payments

Current Period: September 2017

Cash Payment	E 100-43000-215 Shop Supplies	Adhesive & Grout Mastic				\$7.99
Invoice 48176	8/14/2017					
Cash Payment	E 100-45200-220 Repair/Maint Supply (GE	Storage Unit Box, 4x4-8' Green Treated				\$424.41
Invoice 48176	8/14/2017					
Transaction Date	8/15/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$609.01</b>
Refer	2113 METRO WEST INSPECTION SERVI	Ck# 032856 9/5/2017				
Cash Payment	E 100-42401-310 Other Professional Servi	Pmt 15-17 @ 10077 3rd Street NE				\$190.11
Invoice 1181	8/22/2017					
Cash Payment	E 100-42401-310 Other Professional Servi	Pmt 42-17 @ 11633 11th Street NE				\$177.44
Invoice 1181	8/22/2017					
Cash Payment	E 100-42401-310 Other Professional Servi	Pmt 52-17 @ 11364 12th Street NE				\$96.59
Invoice 1181	8/22/2017					
Cash Payment	E 100-42401-310 Other Professional Servi	Pmt 56-17 @ 10235 3rd Street NE				\$18.85
Invoice 1181	8/22/2017					
Cash Payment	E 100-42401-310 Other Professional Servi	Pmt 59-17 @ 11285 Lambert Court				\$88.50
Invoice 1181	8/22/2017					
Cash Payment	E 100-42401-310 Other Professional Servi	Pmt 77-17 @ 1336 Esterly Oaks Drive				\$33.25
Invoice 1181	8/22/2017					
Transaction Date	8/25/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$604.74</b>
Refer	2130 MFSCB	Ck# 032857 9/5/2017				
Cash Payment	E 100-42210-306 Dues & Subscriptions	Recertification for T. Wychgram				\$25.00
Invoice						
Transaction Date	8/30/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$25.00</b>
Refer	2131 MILBANK WINWATER WORKS	Ck# 032858 9/5/2017				
Cash Payment	E 601-43252-227 Utility Maint Supplies	24 C-Style Meter Setter 1" Male Union x 1" SWT Union				\$1,554.40
Invoice 148223-00	8/25/2017					
Transaction Date	8/30/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$1,554.40</b>
Refer	2111 MOUNTAIN STREAM SIGNS & SPO	Ck# 032859 9/5/2017				
Cash Payment	E 402-45200-310 Other Professional Servi	Bases With Anchors, Extra Anchors, Whisker Base Plugs, Bury All Pitching Rubber, Bury All Home Plate				\$451.55
Invoice 8920	5/26/2017				Project 208231	
Transaction Date	8/25/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$451.55</b>
Refer	2114 NOVAK-FLECK, INC	Ck# 032860 9/5/2017				
Cash Payment	G 815-20200 Accounts Payable	Landscaping Escrow Release - 11590 8th Street in Quail Pass				\$2,000.00
Invoice						
Cash Payment	G 811-20200 Accounts Payable	Erosion Control Escrow Release - 11590 8th Street in Quail Pass				\$2,000.00
Invoice						
Cash Payment	G 817-20200 Accounts Payable	Infrastructure Escrow Release - 11590 8th Street in Quail Pass				\$1,000.00
Invoice						
Transaction Date	8/25/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$5,000.00</b>
Refer	2120 PANUSKA, MATT	Ck# 032861 9/5/2017				
Cash Payment	G 100-22000 Deposits	Shelter Damage Deposit Release for 9/2/17 Event				\$100.00
Invoice						

CITY OF HANOVER

Payments

Current Period: September 2017

Transaction Date	8/29/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$100.00</b>
Refer	<u>2128 PINGREE, CLAUDIA &amp; DUANE</u>		<u>Ck# 032862 9/5/2017</u>			
Cash Payment	G 100-22000 Deposits			Shelter Damage Deposit Release - 8/19/17 Event		\$100.00
Invoice						
Transaction Date	8/21/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$100.00</b>
Refer	<u>2122 PLUNKETTS</u>		<u>Ck# 032863 9/5/2017</u>			
Cash Payment	E 100-41940-310 Other Professional Servi			General Pest Control		\$144.72
Invoice	5739687	8/9/2017				
Transaction Date	8/18/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$144.72</b>
Refer	<u>2108 RANDYS ENVIRONMENTAL SERVI</u>		<u>Ck# 002108E 9/5/2017</u>			
Cash Payment	E 100-43245-384 Refuse/Garbage Dispos			Recycling - August 2017		\$3,201.64
Invoice						
Transaction Date	8/25/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$3,201.64</b>
Refer	<u>2110 RANDYS ENVIRONMENTAL SERVI</u>		<u>Ck# 002109E 9/5/2017</u>			
Cash Payment	E 100-41940-384 Refuse/Garbage Dispos			General Trash - City Hall - September 2017		\$210.59
Invoice						
Transaction Date	8/25/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$210.59</b>
Refer	<u>2113 ROCKFORD TOWNSHIP</u>		<u>Ck# 032864 9/5/2017</u>			
Cash Payment	E 100-43122-224 Street Maint Materials			2017 Dust Control Application on Division St. E. - 3,200 ft, 12' Width, 0.3 Rate of Spray, 1,280 Gallons		\$1,068.80
Invoice	421	7/17/2017				
Transaction Date	8/15/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$1,068.80</b>
Refer	<u>2118 SUN LIFE FINANCIAL</u>		<u>Ck# 032865 9/5/2017</u>			
Cash Payment	G 100-21707 Life Ins			Life Insurance - September 2017		\$258.33
Invoice		8/21/2017				
Transaction Date	8/25/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$258.33</b>
Refer	<u>2116 VEOLIA WATER NORTH AMERICA</u>		<u>Ck# 032866 9/5/2017</u>			
Cash Payment	E 602-43252-310 Other Professional Servi			Sewer Services - August 2017		\$4,071.06
Invoice	00069571	7/15/2017				
Cash Payment	E 601-43252-310 Other Professional Servi			Water Services - August 2017		\$2,948.02
Invoice	00069571	7/15/2017				
Transaction Date	8/25/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$7,019.08</b>
Refer	<u>2128 VERIZON</u>		<u>Ck# 032867 9/5/2017</u>			
Cash Payment	E 100-42280-321 Telephone			iPad Data Plan - 07/03 to 08/02/17		\$50.84
Invoice	9790300063	8/2/2017				
Transaction Date	8/30/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$50.84</b>
Refer	<u>2126 VISA - BANKWEST</u>		<u>Ck# 032868 9/5/2017</u>			
Cash Payment	E 411-41940-310 Other Professional Servi			Postage for PW Building		\$14.40
Invoice	818	7/21/2017		Project 208218		
Cash Payment	E 100-43000-321 Telephone			iPhone 6 Defender Case for Jason		\$38.58
Invoice	08871	7/29/2017				
Cash Payment	E 100-41530-208 Training and Instruction			2017 MNGFOA Conference in Alexandria for Jackie to Attend		\$225.00
Invoice	08401	8/2/2017				

CITY OF HANOVER

08/31/17 3:44 PM

Page 6

Payments

Current Period: September 2017

Cash Payment	E 100-41570-200 Office Supplies (GENER	Ergonomic Keyboard for Amy				\$34.99
Invoice	949709739-001	8/2/2017				
Cash Payment	E 100-41570-200 Office Supplies (GENER	HP630 Black Toner, Tape				\$94.39
Invoice	949705650-001	8/2/2017				
Cash Payment	E 100-41600-310 Other Professional Servi	Microsoft Exchange Online				\$87.50
Invoice	E06004C4P7	8/13/2017				
Cash Payment	E 100-41570-200 Office Supplies (GENER	Correction Tape				\$7.34
Invoice	954333558-001	8/16/2017				
Cash Payment	E 100-41110-111 Committee Wages/Meeti	Candy for Council Meetings				\$5.24
Invoice	954333558-001	8/16/2017				
Cash Payment	E 100-43000-260 Uniforms	Jeans, HighVis Shirts, Jackets for JR and Carl				\$511.78
Invoice	1691	8/17/2017				
Cash Payment	E 100-41570-200 Office Supplies (GENER	Adjustable Organizer				\$38.83
Invoice	954333488-001	8/16/2017				
Transaction Date	8/29/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$1,058.05</b>
Refer	2109 WALDORF, BOB					
Cash Payment	E 100-42280-215 Shop Supplies	Water & Gatorade				\$101.43
Invoice						
Transaction Date	8/25/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$101.43</b>
Refer	2123 WESTBRIDGE COMMUNITY CHUR					
Cash Payment	G 100-22000 Deposits	Shelter Damage Deposit Release				\$100.00
Invoice						
Transaction Date	8/21/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$100.00</b>
Refer	2111 WESTSIDE WHOLESALE TIRE & S					
Cash Payment	E 100-43000-220 Repair/Maint Supply (GE	Fixture Upper Plate, Nut 10, Slit 2x22 Pin				\$15.91
Invoice	406493	8/10/2017				
Transaction Date	8/14/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$15.91</b>
Refer	2118 WEX BANK - FD					
Cash Payment	E 100-42260-212 Motor Fuels	Fire Dept. Fuel				\$351.16
Invoice	50950208	8/15/2017				
Transaction Date	8/17/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$351.16</b>
Refer	2120 WEX BANK-PW					
Cash Payment	E 100-43000-212 Motor Fuels	Public Works - Fuel				\$330.50
Invoice	50955403	8/15/2017				
Cash Payment	E 100-43000-215 Shop Supplies	Public Works - Shop				\$44.85
Invoice	50955403	8/15/2017				
Cash Payment	E 100-45200-212 Motor Fuels	Parks - Fuel				\$378.99
Invoice	50955403	8/15/2017				
Cash Payment	E 100-42260-212 Motor Fuels	Credit from Overpayment made on the Fire Department 06/15/2016 Invoicing, but applied to Public Works Account				-\$18.00
Invoice	50955403	8/15/2017				
Transaction Date	8/18/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$736.34</b>
Refer	2116 WRIGHT COUNTY AUDITOR-TREA					
Cash Payment	E 100-41540-301 Auditing and Acctg Servi	Audit Verification Form 2016 for City of Hanover & Hanover EDA				\$150.00
Invoice	A16	2/3/2017				

CITY OF HANOVER

08/31/17 3:44 PM

Page 7

Payments

Current Period: September 2017

Transaction Date	8/15/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$150.00</b>
Refer	2107 WRIGHT-HENNEPIN COOPERATIV		Ck# 002107E 9/5/2017			
Cash Payment	E 100-45200-381 Electric Utilities		EagleView Park			\$57.99
Invoice	35025798523	8/17/2017				
Transaction Date	8/25/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$57.99</b>
Refer	2115 XCEL ENERGY		Ck# 032874 9/5/2017			
Cash Payment	E 100-43160-381 Electric Utilities		City Owned LED City Lights 5/9/17 to 8/8/17			\$2,830.10
Invoice						
Transaction Date	8/15/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$2,830.10</b>
Refer	2125 XCEL ENERGY		Ck# 032874 9/5/2017			
Cash Payment	E 100-42280-381 Electric Utilities		Fire Station 7/08/17 - 8/05/17			\$382.03
Invoice	558259098	8/16/2017				
Cash Payment	E 100-41940-381 Electric Utilities		City Hall 7/08/17 - 8/15/17			\$787.28
Invoice	558259098	8/16/2017				
Cash Payment	E 100-45200-381 Electric Utilities		Historical Bridge Lighting 7/06/17 - 8/06/17			\$70.14
Invoice	558259098	8/16/2017				
Cash Payment	E 100-43160-381 Electric Utilities		209 LaBeaux Avenue NE 7/06/17 - 8/06/17			\$42.52
Invoice	558259098	8/16/2017				
Cash Payment	E 100-45200-381 Electric Utilities		Cardinal Circle Park 7/09/17 - 08/07/17			\$16.16
Invoice	558259098	8/16/2017				
Cash Payment	E 100-45200-381 Electric Utilities		1033 Mallard St. NE 7/09/17 - 8/07/17			\$12.18
Invoice	558259098	8/16/2017				
Cash Payment	E 100-45200-381 Electric Utilities		751 Labeaux Avenue NE 7/09/17 - 8/07/17			\$74.53
Invoice	558259098	8/16/2017				
Transaction Date	8/21/2017	Due 0	Cash	10100	<b>Total</b>	<b>\$1,384.84</b>

Fund Summary

	10100 Cash
823 CROW RVR HTS WEST 3RD / BACKES	\$1,616.00
821 QUAIL PASS 2ND ADD ESCROW FD	\$11,937.09
818 MISC ESCROWS FUND	\$808.00
817 INFRASTRUCTURE ESCROW FUND	\$1,000.00
815 LANDSCAPE ESCROW FUND	\$2,000.00
811 EROSION CONTROL ESCROW FUND	\$2,000.00
602 SEWER ENTERPRISE FUND	\$4,071.06
601 WATER ENTERPRISE FUND	\$4,502.42
411 FACILITIES CAPITAL PROJ FUND	\$382.40
402 PARKS CAPITAL PROJECTS	\$451.55
100 GENERAL FUND	\$27,824.97
	<hr/>
	\$56,593.49

Pre-Written Check	\$56,593.49
Checks to be Generated by the Computer	\$0.00
<b>Total</b>	<b>\$56,593.49</b>

CITY OF HANOVER

08/31/17 3:38 PM

Page 1

\*Check Summary Register©

Cks 9/5/2017 - 9/5/2017

Name	Check Date	Check Amt	
<b>10100 Cash</b>			
Paid Chk# 002096E HEALTH PARTNERS	9/5/2017	\$2,166.53	Medical Premiums - September 2
Paid Chk# 002097E WESTSIDE WHOLESALE TIRE &	9/5/2017	\$15.91	Fixture Upper Plate, Nut 10, S
Paid Chk# 002098E BLUE TARP FINANCIAL	9/5/2017	\$242.89	12V-20V Lithium Ion Battery Ch
Paid Chk# 002099E Collaborative Planning LLC	9/5/2017	\$4,696.50	Legatt: Prepare Resolution for
Paid Chk# 002100E FAMILY HERITAGE LIFE INSURA	9/5/2017	\$33.20	Supplemental Insurance - Augus
Paid Chk# 002101E BIFFS INC.	9/5/2017	\$380.00	Pheasant Run Park Mini Biff Sv
Paid Chk# 002102E CENTRAL HYDRAULICS, INC.	9/5/2017	\$26.22	3/4" Tank Breather & 1-1/4 x 3
Paid Chk# 002107E Wright-Hennepin Coop Electric	9/5/2017	\$57.99	EagleView Park
Paid Chk# 002108E Randy's Environmental Services	9/5/2017	\$3,201.64	Recycling - August 2017
Paid Chk# 002109E Randy's Environmental Services	9/5/2017	\$210.59	General Trash - City Hall - Se
Paid Chk# 002112E ALLINA HEALTH SYSTEM	9/5/2017	\$729.50	Medical Directorship - 3rd Qua
Paid Chk# 032842 AMERICAN PRESSURE INC.	9/5/2017	\$176.35	Pressure Washer Repair - Leaki
Paid Chk# 032843 AT&T MOBILITY	9/5/2017	\$137.98	PW Cell Phone - 7/18/17 - 8/17
Paid Chk# 032844 COLONIAL LIFE	9/5/2017	\$30.26	Supplemental Insurance - Septe
Paid Chk# 032845 Delta Dental of Minnesota	9/5/2017	\$83.40	Dental Premiums - September 20
Paid Chk# 032846 DIXON, GARY & CAROL	9/5/2017	\$100.00	Shelter Damage Deposit Refund
Paid Chk# 032847 DJ MEDIN ARCHITECTS	9/5/2017	\$368.00	Rendering Drawing Extra
Paid Chk# 032848 GOLD NUGGET DEVELOPMENT,	9/5/2017	\$11,937.09	Escrow Release for Quail Pass
Paid Chk# 032849 GRUPP, JEFF & JACKIE	9/5/2017	\$200.00	Hall Damage Deposit Refund - 8
Paid Chk# 032850 Guidance Point Technologies	9/5/2017	\$405.00	7/27/17 Remote Service - Confi
Paid Chk# 032851 HENNEPIN COUNTY TREASURE	9/5/2017	\$7,300.00	Assessment Contract A165527 fo
Paid Chk# 032852 ISD 877 - BUFFALO	9/5/2017	\$20.00	Permit Fee for Hanover Element
Paid Chk# 032853 LADDA, MAXINE	9/5/2017	\$200.00	Hall Damage Deposit Release fo
Paid Chk# 032854 MARCO TECHNOLOGIES, LLC	9/5/2017	\$176.05	Contract Base Rate 08/20/17 -
Paid Chk# 032855 MENARDS-BUFFALO	9/5/2017	\$609.01	Basic Pleat Filter 14x25x1
Paid Chk# 032856 METRO WEST INSPECTION SER	9/5/2017	\$604.74	Pmt 56-17 @ 10235 3rd Street N
Paid Chk# 032857 MFSCB	9/5/2017	\$25.00	Recertification for T. Wychgra
Paid Chk# 032858 MILBANK WINWATER WORKS	9/5/2017	\$1,554.40	24 C-Style Meter Setter 1" Mal
Paid Chk# 032859 MOUNTAIN STREAM SIGNS & SP	9/5/2017	\$451.55	Bases With Anchors, Extra Anch
Paid Chk# 032860 NOVAK-FLECK, INC	9/5/2017	\$5,000.00	Infrastructure Escrow Release
Paid Chk# 032861 PANUSKA, MATT	9/5/2017	\$100.00	Shelter Damage Deposit Release
Paid Chk# 032862 PINGREE, CLAUDIA & DUANE	9/5/2017	\$100.00	Shelter Damage Deposit Release
Paid Chk# 032863 PLUNKETTS	9/5/2017	\$144.72	General Pest Control
Paid Chk# 032864 Rockford Township	9/5/2017	\$1,068.80	2017 Dust Control Application
Paid Chk# 032865 Sun Life Financial	9/5/2017	\$258.33	Life Insurance - September 201
Paid Chk# 032866 Veolia Water North America	9/5/2017	\$7,019.08	Water Services - August 2017
Paid Chk# 032867 Verizon Wireless	9/5/2017	\$50.84	iPad Data Plan - 07/03 to 08/0
Paid Chk# 032868 VISA	9/5/2017	\$1,058.05	Microsoft Exchange Online
Paid Chk# 032869 WALDORF, BOB	9/5/2017	\$101.43	Water & Gatorade
Paid Chk# 032870 WESTBRIDGE COMMUNITY CHU	9/5/2017	\$100.00	Shelter Damage Deposit Release
Paid Chk# 032871 WEX BANK - FD	9/5/2017	\$351.16	Fire Dept. Fuel
Paid Chk# 032872 WEX BANK	9/5/2017	\$736.34	Public Works - Fuel
Paid Chk# 032873 WRIGHT COUNTY AUDITOR-TRE	9/5/2017	\$150.00	Audit Verification Form 2016 f
Paid Chk# 032874 XCEL ENERGY	9/5/2017	\$4,214.94	209 LaBeaux Avenue NE 7/06/17
<b>Total Checks</b>		<b>\$56,593.49</b>	

**CITY OF HANOVER**

08/31/17 3:38 PM

Page 2

**\*Check Summary Register©**

Cks 9/5/2017 - 9/5/2017

**Name**

**Check Date**

**Check Amt**

FILTER: None

Collaborative Planning, LLC  
PO Box 251  
Medina, MN 55340  
763-473-0569

# 2099

# INVOICE

**BILL TO**  
City of Hanover  
PO Box 278  
Hanover, MN  
55341

**INVOICE #** 2017-102  
**DATE** 08/15/2017

**PROJECT**  
11045 10th - Donald Legatt

DATE	ACCOUNT SUMMARY	AMOUNT
07/25/2017	Balance Forward	\$202.00
	Payments and credits between 07/25/2017 and 08/15/2017	-202.00
	New charges (details below)	75.75
	Total Amount Due	\$75.75

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/07/2017	Update staff report and prepare resolution for Council.	0:30	101.00	50.50
07/10/2017	Prepare for and attend Hanover City Council meeting.	0:15	101.00	25.25

TOTAL OF NEW CHARGES 75.75  
BALANCE DUE

**\$75.75**

Project # 208233

GH

G # 818-20200  
Misc. Escrow  
↳ A/P

Collaborative Planning, LLC

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

# 2099

# INVOICE

**BILL TO**

City of Hanover  
PO Box 278  
Hanover, MN 55341

**INVOICE #** 2017-103

**DATE** 08/15/2017

**PROJECT**

Hengler

DATE	ACCOUNT SUMMARY	AMOUNT
07/25/2017	Balance Forward	\$126.25
	Payments and credits between 07/25/2017 and 08/15/2017	-126.25
	New charges (details below)	75.75
	<b>Total Amount Due</b>	<b>\$75.75</b>

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/07/2017	Prepare staff report and resolution for Council. Email to Hengler.	0:30	101.00	50.50
07/10/2017	Prepare for and attend Hanover City Council meeting.	0:15	101.00	25.25

TOTAL OF NEW CHARGES  
BALANCE DUE

75.75

**\$75.75**

Project # 208232

G # 818-20200

Misc. Escrow

↳ A/P

Collaborative Planning, LLC  
PO Box 251  
Medina, MN 55340  
763-473-0569

# 2099

# INVOICE

**BILL TO**

City of Hanover  
PO Box 278  
Hanover, MN 55341

**INVOICE #** 2017-100

**DATE** 08/15/2017

**PROJECT**

Bechtold Split | Kevin Luedemann

DATE	ACCOUNT SUMMARY	AMOUNT
07/25/2017	Balance Forward	\$202.00
	Payments and credits between 07/25/2017 and 08/15/2017	-202.00
	New charges (details below)	454.50
	Total Amount Due	\$454.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/06/2017	Emails with Amy re: resubmittal.	0:15	101.00	25.25
07/18/2017	Emails re: Otto questions.	0:15	101.00	25.25
07/19/2017	Meeting re: items needed for submittal. Various emails.	2:15	101.00	227.25
07/21/2017	Various emails.	0:15	101.00	25.25
07/24/2017	Phone conference with Brian. Research re: meandered/navigable waters. Phone conference with Ben.	1:30	101.00	151.50

TOTAL OF NEW CHARGES  
BALANCE DUE

454.50

**\$454.50**

Project # 208234

G # 818-20200  
Misc. Escrow  
↳ A/P

GH

Collaborative Planning, LLC  
PO Box 251  
Medina, MN 55340  
763-473-0569

# 2099

# INVOICE

**BILL TO**

City of Hanover  
PO Box 278  
Hanover, MN 55341

**INVOICE #** 2017-104

**DATE** 08/15/2017

**PROJECT**

GP Welding

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Charges</b>			
07/07/2017	Review email from Brian re: welding CUP. Review proposed Comfort Matters sketch plan.	0.75	101.00	75.75
07/11/2017	Reviewing application.	0.25	101.00	25.25
07/18/2017	Emails with Amy re: welding application.	0.25	101.00	25.25
07/19/2017	Site visit to Comfort Matters.	0.25	101.00	25.25
07/20/2017	Phone conference with realtor re: welding CUP.	0.25	101.00	25.25
	<b>Subtotal: Charges</b>			176.75
	<b>Billable Time</b>			
07/24/2017	Phone conference with realtor.	0:15	101.00	25.25
	<b>Subtotal:</b>			25.25

Project # 208235

G # 818 - 20200

Misc. Escrow

↳ A/P

BALANCE DUE

JH

**\$202.00**

Collaborative Planning, LLC  
PO Box 251  
Medina, MN 55340  
763-473-0569

# 2099

# INVOICE

**BILL TO**

City of Hanover  
PO Box 278  
Hanover, MN 55341

**INVOICE #** 2017-101

**DATE** 08/15/2017

**PROJECT**

Crow River Heights

DATE	ACCOUNT SUMMARY	AMOUNT
07/25/2017	Balance Forward	\$1,893.75
	Payments and credits between 07/25/2017 and 08/15/2017	-1,893.75
	New charges (details below)	1,616.00
	Total Amount Due	\$1,616.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/05/2017	Email to Todd re: wetlands memo. Emails with Jay and Brian re: release/termination of old agreement. Emails re: revised wetlands memo and upcoming wetlands review meeting. Phone conference with Amy. Emails with Todd re: plat revisions/comments, phone conference with Brian, emails with Justin. Preparing resolutions.	3:45	101.00	378.75
07/06/2017	Email from Todd re: prelim/final plat revisions. Email to Amy re: submittal requirements. Email to Justin re: Ladda and looping comment.	0:45	101.00	75.75
07/07/2017	Review email from Todd re: revised plat, email to Amy. Prepare staff report and resolutions. Phone call with Brian. Email to Todd/Backes.	4:15	101.00	429.25
07/10/2017	Prepare for and attend Hanover City Council meeting. Revise PUD resolution.	3:00	101.00	303.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/11/2017	Phone conference with Brian. Emails re: development agreement, release, engineers estimate.	0:45	101.00	75.75
07/17/2017	Email to Justin re: engineers estimate, DA.	0:15	101.00	25.25
07/20/2017	Prepare fee schedule. Various emails re: development agreement.	0:30	101.00	50.50
07/21/2017	Various emails re: DA.	0:15	101.00	25.25
07/24/2017	Various emails re: Development agreement	0:15	101.00	25.25
07/25/2017	Emails re: revised plans.	0:15	101.00	25.25
07/28/2017	Editing development agreement.	1:30	101.00	151.50
08/01/2017	Various emails re: wetlands.	0:15	101.00	25.25
08/02/2017	Various emails re: plan review and precon.	0:15	101.00	25.25

TOTAL OF NEW  
CHARGES  
BALANCE DUE

1,616.00

*gh* **\$1,616.00**

G# 823-20200

Crow River Hts West 3rd Addition

↳ A/P

Collaborative Planning, LLC  
 PO Box 251  
 Medina, MN 55340  
 763-473-0569

# 2099

# INVOICE

**BILL TO**

City of Hanover  
 PO Box 278  
 Hanover, MN 55341

**INVOICE #** 2017-099

**DATE** 08/15/2017

**PROJECT**

Hanover General Planning

DATE	ACCOUNT SUMMARY	AMOUNT
07/25/2017	Balance Forward	\$1,489.75
	Payments and credits between 07/25/2017 and 08/15/2017	-1,489.75
	New charges (details below)	2,272.50
	Total Amount Due	\$2,272.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>City of Hanover:Hanover General Planning:2040 Hanover Comprehensive Plan</b>			
	<b>Billable Time</b>			
07/18/2017	Preparing information for Comprehensive Plan.	1:15	101.00	126.25
07/19/2017	Preparing GIS information for Comprehensive Plan.	1:30	101.00	151.50
07/20/2017	Prepare notes from June 26th meeting. Prepare draft planning principles. Email to Brian.	1:45	101.00	176.75
07/21/2017	Various emails re: Comp Plan.	0:45	101.00	75.75
07/24/2017	Prepare draft goals for meeting. Prepare for Comp Plan meeting. Attend meeting.	4:30	101.00	454.50
07/28/2017	Editing goals/principles for Comp Plan.	0:30	101.00	50.50
	<b>Subtotal: Billable Time</b>			1,035.25
	<b>SUBTOTAL - City of Hanover:Hanover General Planning:2040 Hanover Comprehensive Plan</b>			1,035.25

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>City of Hanover:Hanover General Planning:Hanover General Planning</b>			
	<b>Billable Time</b>			
07/05/2017	Emails re: mall signage.	0:15	101.00	25.25
07/06/2017	Emails with Amy re: buffer ordinance amendments. Review/edit PC minutes. Preparing ordinance amendments for council packet, various emails with Amy/Brian.	2:30	101.00	252.50
07/07/2017	Phone conference with Brian re: various items.	0:30	101.00	50.50
07/10/2017	Review signage for strip mall and ordinance requirements, email to Brian. Prepare for Council meeting. Prepare for and attend Hanover City Council meeting.	1:15	101.00	126.25
07/11/2017	Phone conference with Brian re: various pending items.	0:15	101.00	25.25
07/13/2017	Review request for 11585 Riverview. Phone conference with Amy, email to Amy. Various re: Stewart property. Phone conference with Brian.	2:15	101.00	227.25
07/14/2017	Emails re: Council packet, Pearson property.	0:15	101.00	25.25
07/17/2017	Emails with Amy re: deck permit. Phone conference with Amy. Emails with Amy and deck applicant. Review master sign application materials and ordinance, email to Brian.	2:15	101.00	227.25
07/18/2017	Email from applicant re: survey for deck. Review email from Amy re: 4th Street survey, phone conference with Amy.	0:30	101.00	50.50
07/19/2017	Reviewing garage addition, phone conference with Amy, various emails. Site visits to current sites under discussion.	1:30	101.00	151.50
07/20/2017	Emails with Amy re: wetland info for 4th Street property.	0:15	101.00	25.25
07/31/2017	Phone conference with Brian re: 500/520 and Anderson. Email with Brian re: Comp Plan goals.	0:30	101.00	50.50
	<b>Subtotal:</b>			1,237.25

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>SUBTOTAL - City of Hanover:Hanover General Planning:Hanover General Planning</b>			1,237.25

TOTAL OF NEW  
CHARGES  
BALANCE DUE

2,272.50

**\$2,272.50**

gh

E # 100 - 41910 - 310

Planning & Zoning

↳ Other Prof. Svcs.

## CITY OF HANOVER

08/31/17 3:49 PM

## Cash Balances

Page 1

August 2017

Fund	Begin Month	GL Debits Month	GL Credits Month	Balance
100 GENERAL FUND	\$636,775.81	\$18,150.57	\$52,834.62	\$602,091.76
107 FIRE DEPT DONATIONS FUND	\$24,591.66	\$0.00	\$7,569.90	\$17,021.76
201 EDA SPECIAL REVENUE FUND	\$153,902.68	\$0.00	\$102,298.52	\$51,604.16
205 EDA BUSINESS INCENTIVE FUND	\$243,872.42	\$574.23	\$0.00	\$244,446.65
311 2008A GO CIP REFUNDING BOND	\$56,803.50	\$0.00	\$0.00	\$56,803.50
312 2009A GO IMP REFUNDING BOND	\$2,762.81	\$0.00	\$0.00	\$2,762.81
313 2010 GO EQUIPMENT CERTIFICATES	\$0.00	\$0.00	\$0.00	\$0.00
314 2011A GO IMP CROSSOVER REF BD	\$503,333.88	\$0.00	\$0.00	\$503,333.88
315 2016A GO CIP BOND	\$30,765.13	\$0.00	\$0.00	\$30,765.13
401 GENERAL CAPITAL PROJECTS	\$1,337,826.05	\$0.00	\$0.00	\$1,337,826.05
402 PARKS CAPITAL PROJECTS	\$59,497.44	\$0.00	\$0.00	\$59,497.44
403 FIRE DEPT CAPITAL FUND	\$191,544.41	\$0.00	\$0.00	\$191,544.41
404 HISTORICAL CAPITAL PROJ FUND	\$0.00	\$0.00	\$0.00	\$0.00
405 PARK DEDICATION FEE	\$1,370.00	\$0.00	\$0.00	\$1,370.00
407 TIF REDEV DIST #1	\$9,671.92	\$0.00	\$0.00	\$9,671.92
409 MAHLER PIT - 15TH ST IMP FUND	\$0.00	\$657.50	\$0.00	\$657.50
411 FACILITIES CAPITAL PROJ FUND	\$1,410,961.79	\$0.00	\$154,259.73	\$1,256,702.06
417 EQUIPMENT CAPITAL FUND	\$133,270.88	\$0.00	\$0.00	\$133,270.88
418 STREET CAPITAL PROJ FUND	\$546,484.98	\$0.00	\$0.00	\$546,484.98
601 WATER ENTERPRISE FUND	\$832,647.04	\$2,766.00	\$2,948.02	\$832,465.02
602 SEWER ENTERPRISE FUND	\$271,153.39	\$5,337.00	\$4,071.06	\$272,419.33
603 STORM WATER ENTERPRISE FUND	\$211,757.26	\$0.00	\$0.00	\$211,757.26
611 WATER CAPITAL IMP FUND	\$156,415.53	\$0.00	\$0.00	\$156,415.53
612 SEWER CAPITAL IMP FUND	\$1,829,795.74	\$0.00	\$0.00	\$1,829,795.74
613 STORM WATER CAPITAL IMP FUND	\$547,636.43	\$0.00	\$920.26	\$546,716.17
804 SCHENDELS FIELD ESC FUND	\$148,453.49	\$0.00	\$0.00	\$148,453.49
809 BRIDGES AT HANOVER ESC FUND	\$0.00	\$0.00	\$0.00	\$0.00
811 EROSION CONTROL ESCROW FUND	\$18,000.00	\$3,000.00	\$2,000.00	\$19,000.00
815 LANDSCAPE ESCROW FUND	\$18,000.00	\$2,000.00	\$2,000.00	\$18,000.00
817 INFRASTRUCTURE ESCROW FUND	\$9,000.00	\$1,000.00	\$1,000.00	\$9,000.00
818 MISC ESCROWS FUND	\$10,458.23	\$0.00	\$0.00	\$10,458.23
820 BRIDGES TOWNHOMES ESC FUND	\$3,600.58	\$0.00	\$0.00	\$3,600.58
821 QUAIL PASS 2ND ADD ESCROW FD	\$11,937.09	\$0.00	\$0.00	\$11,937.09
823 CROW RVR HTS WEST 3RD / BACKES	\$16,569.67	\$0.00	\$1,916.00	\$14,653.67
900 INTEREST	\$17,556.06	\$0.00	\$0.00	\$17,556.06
	\$9,446,415.87	\$33,485.30	\$331,818.11	\$9,148,083.06

Revenue Budget by Source - General Fund

Source Alt Code	Account Descr	August 2017 Amt	2017 YTD Amt	2017 YTD Budget	2017 YTD Balance	%YTD Budget
<b>Fund 100 GENERAL FUND</b>						
TAXES	R 100-31000 Property Taxes - General	\$0.00	\$458,692.08	\$830,523.52	\$371,831.44	55.23%
TAXES	R 100-31020 Property Taxes - Fire	\$0.00	\$55,600.00	\$111,200.00	\$55,600.00	50.00%
TAXES	R 100-31800 Franchise Fees	\$3,918.61	\$7,711.05	\$12,000.00	\$4,288.95	64.26%
Source Alt Code TAXES		\$3,918.61	\$522,003.13	\$953,723.52	\$431,720.39	54.73%
SERVICE	R 100-34000 Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SERVICE	R 100-34101 City Hall Rent Revenue	-\$420.00	\$6,325.00	\$9,175.00	\$2,850.00	68.94%
SERVICE	R 100-34107 Assessment Search Fees	\$25.00	\$300.00	\$400.00	\$100.00	75.00%
SERVICE	R 100-34108 Administrative Fees	\$50.00	\$2,950.00	\$1,500.00	-\$1,450.00	196.67%
SERVICE	R 100-34109 Copies/Faxes	\$0.00	\$23.00	\$50.00	\$27.00	46.00%
SERVICE	R 100-34206 Other Public Safety Charges	\$0.00	\$250.00	\$0.00	-\$250.00	0.00%
SERVICE	R 100-34207 Fire Protection Services	\$0.00	\$42,019.12	\$114,324.87	\$72,305.75	36.75%
SERVICE	R 100-34403 Recycling Rev/Reimb	\$1,213.60	\$2,774.50	\$6,000.00	\$3,225.50	46.24%
SERVICE	R 100-34780 Park Rental Fees	\$0.00	\$2,220.26	\$3,000.00	\$779.74	74.01%
SERVICE	R 100-34940 Cemetery Revenues	\$2,000.00	\$4,650.00	\$2,000.00	-\$2,650.00	232.50%
Source Alt Code SERVICE		\$2,868.60	\$61,511.88	\$136,449.87	\$74,937.99	45.08%
MISC	R 100-36100 Special Assessments	\$0.00	\$428.08	\$740.00	\$311.92	57.85%
MISC	R 100-36200 Miscellaneous Revenues	\$0.00	\$874.50	\$900.00	\$25.50	97.17%
MISC	R 100-36210 Interest Earnings	\$0.00	\$2,689.30	\$3,000.00	\$310.70	89.64%
MISC	R 100-36215 Investment Income/Loss	\$0.00	-\$762.10	\$6,000.00	\$6,762.10	-12.70%
MISC	R 100-36230 Contributions and Donations	\$0.00	\$2,425.00	\$3,600.00	\$1,175.00	67.36%
MISC	R 100-36235 Insurance Dividends	\$0.00	\$0.00	\$8,000.00	\$8,000.00	0.00%
MISC	R 100-36250 Damage Deposits	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
MISC	R 100-36260 Refunds or Reimbursements	\$0.00	\$169.39	\$0.00	-\$169.39	0.00%
MISC	R 100-36290 Sale of Vehicles/Equipment	\$0.00	\$173.40	\$0.00	-\$173.40	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	\$5,997.57	\$22,240.00	\$16,242.43	26.97%
LIC PERM	R 100-32110 Alcoholic Beverages	\$35.00	\$10,420.00	\$10,370.00	-\$50.00	100.48%
LIC PERM	R 100-32180 Other Bus. Licenses/Permits	\$0.00	\$1,640.00	\$100.00	-\$1,540.00	1640.00%
LIC PERM	R 100-32210 Building Permits	\$10,669.90	\$47,320.56	\$50,000.00	\$2,679.44	94.64%
LIC PERM	R 100-32240 Animal Licenses	\$20.00	\$80.00	\$100.00	\$20.00	80.00%
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	\$90.00	\$0.00	-\$90.00	0.00%
LIC PERM	R 100-32280 Other Non-Business Lic/Per	\$0.00	\$41.00	\$50.00	\$9.00	82.00%
Source Alt Code LIC PERM		\$10,724.90	\$61,091.56	\$62,120.00	\$1,028.44	98.34%
INTGOVT	R 100-33400 State Grants and Aids	\$0.00	\$12,591.00	\$0.00	-\$12,591.00	0.00%
INTGOVT	R 100-33401 Local Government Aid	\$0.00	\$54,084.50	\$108,169.00	\$54,084.50	50.00%
INTGOVT	R 100-33410 MV Credit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INTGOVT	R 100-33420 PERA Aid	\$0.00	\$169.50	\$339.00	\$169.50	50.00%
INTGOVT	R 100-33422 State Fire Aid	\$0.00	\$4,790.00	\$36,000.00	\$31,210.00	13.31%
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	\$71,635.00	\$150,008.00	\$78,373.00	47.75%
FINES	R 100-35100 Court Fines	\$0.00	\$2,355.84	\$2,000.00	-\$355.84	117.79%
Source Alt Code FINES		\$0.00	\$2,355.84	\$2,000.00	-\$355.84	117.79%
<b>Fund 100 GENERAL FUND</b>		<b>\$17,512.11</b>	<b>\$724,594.98</b>	<b>\$1,326,541.39</b>	<b>\$601,946.41</b>	<b>54.62%</b>

Revenue Budget by Source - General Fund

Source Alt Code	Account Descr	August 2017 Amt	2017 YTD Amt	2017 YTD Budget	2017 YTD Balance	%YTD Budget
		\$17,512.11	\$724,594.98	\$1,326,541.39	\$601,946.41	54.62%

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

Dept Abbrev	Account Descr	August 2017 Amt	2017 YTD Amt	2017 YTD Budget	2017 YTD Balance	%YTD Budget
<b>Fund 100 GENERAL FUND</b>						
Dept 41110 Council						
COUNCIL	E 100-41110-111 Committee Wages/Mee	\$0.00	\$6,415.00	\$11,000.00	\$4,585.00	58.32%
COUNCIL	E 100-41110-122 FICA	\$0.00	\$397.73	\$682.00	\$284.27	58.32%
COUNCIL	E 100-41110-123 Medicare	\$0.00	\$93.02	\$159.50	\$66.48	58.32%
COUNCIL	E 100-41110-208 Training and Instructio	\$0.00	\$325.00	\$400.00	\$75.00	81.25%
COUNCIL	E 100-41110-306 Dues & Subscriptions	\$0.00	\$5,287.18	\$7,500.00	\$2,212.82	70.50%
COUNCIL	E 100-41110-331 Travel Expenses	\$0.00	\$92.02	\$500.00	\$407.98	18.40%
COUNCIL	E 100-41110-437 Other Miscellaneous	\$0.00	\$1,249.19	\$3,000.00	\$1,750.81	41.64%
Dept 41110 Council		\$0.00	\$13,859.14	\$23,241.50	\$9,382.36	59.63%
Dept 41330 Boards and Commissions						
BRDCOMM	E 100-41330-111 Committee Wages/Mee	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.00%
BRDCOMM	E 100-41330-208 Training and Instructio	\$0.00	\$0.00	\$1,300.00	\$1,300.00	0.00%
BRDCOMM	E 100-41330-331 Travel Expenses	\$0.00	\$0.00	\$100.00	\$100.00	0.00%
Dept 41330 Boards and Commissions		\$0.00	\$0.00	\$5,400.00	\$5,400.00	0.00%
Dept 41400 City Administrator						
CITYADM	E 100-41400-101 Full-Time Employees R	\$5,354.14	\$43,949.92	\$69,629.63	\$25,679.71	63.12%
CITYADM	E 100-41400-121 PERA	\$401.56	\$3,409.91	\$5,222.22	\$1,812.31	65.30%
CITYADM	E 100-41400-122 FICA	\$331.96	\$2,818.89	\$4,317.04	\$1,498.15	65.30%
CITYADM	E 100-41400-123 Medicare	\$77.64	\$659.29	\$1,009.63	\$350.34	65.30%
CITYADM	E 100-41400-134 Employer Paid Life	\$29.34	\$251.28	\$384.00	\$132.72	65.44%
CITYADM	E 100-41400-151 Med/Dental Insurance	\$669.56	\$5,691.26	\$8,400.00	\$2,708.74	67.75%
CITYADM	E 100-41400-208 Training and Instructio	\$0.00	\$431.00	\$1,500.00	\$1,069.00	28.73%
CITYADM	E 100-41400-306 Dues & Subscriptions	\$0.00	\$253.80	\$500.00	\$246.20	50.76%
Dept 41400 City Administrator		\$6,864.20	\$57,465.35	\$90,962.52	\$33,497.17	63.17%
Dept 41410 Elections						
ELECTION	E 100-41410-200 Office Supplies (GENER	\$0.00	\$0.00	\$7,000.00	\$7,000.00	0.00%
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	\$1,300.00	\$98.40	92.43%
Dept 41410 Elections		\$0.00	\$1,201.60	\$8,300.00	\$7,098.40	14.48%
Dept 41430 Clerical Staff						
CLERICAL	E 100-41430-101 Full-Time Employees R	\$3,380.58	\$27,641.21	\$43,739.90	\$16,098.69	63.19%
CLERICAL	E 100-41430-121 PERA	\$253.54	\$2,144.34	\$3,280.49	\$1,136.15	65.37%
CLERICAL	E 100-41430-122 FICA	\$209.60	\$1,772.67	\$2,711.87	\$939.20	65.37%
CLERICAL	E 100-41430-123 Medicare	\$49.01	\$414.51	\$634.23	\$219.72	65.36%
CLERICAL	E 100-41430-134 Employer Paid Life	\$119.04	\$1,003.08	\$1,440.00	\$436.92	69.66%
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	\$669.56	\$5,691.26	\$8,400.00	\$2,708.74	67.75%
CLERICAL	E 100-41430-208 Training and Instructio	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
CLERICAL	E 100-41430-306 Dues & Subscriptions	\$0.00	\$17.50	\$250.00	\$232.50	7.00%
Dept 41430 Clerical Staff		\$4,681.33	\$38,684.57	\$60,956.49	\$22,271.92	63.46%
Dept 41435 Staff Expenses						
STAFFEXP	E 100-41435-260 Uniforms	\$0.00	\$0.00	\$300.00	\$300.00	0.00%
STAFFEXP	E 100-41435-310 Other Professional Serv	\$0.00	\$299.75	\$500.00	\$200.25	59.95%
STAFFEXP	E 100-41435-331 Travel Expenses	\$0.00	\$215.40	\$2,000.00	\$1,784.60	10.77%
Dept 41435 Staff Expenses		\$0.00	\$515.15	\$2,800.00	\$2,284.85	18.40%
Dept 41530 Accounting						
ACCTING	E 100-41530-101 Full-Time Employees R	\$3,918.75	\$32,156.01	\$52,954.72	\$20,798.71	60.72%
ACCTING	E 100-41530-121 PERA	\$293.91	\$2,146.17	\$3,971.60	\$1,825.43	54.04%

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

Dept Abbrev	Account Descr	August 2017 Amt	2017 YTD Amt	2017 YTD Budget	2017 YTD Balance	%YTD Budget
ACCTING	E 100-41530-122 FICA	\$242.96	\$1,984.76	\$3,283.19	\$1,298.43	60.45%
ACCTING	E 100-41530-123 Medicare	\$56.82	\$464.15	\$767.84	\$303.69	60.45%
ACCTING	E 100-41530-134 Employer Paid Life	\$76.74	\$441.91	\$996.00	\$554.09	44.37%
ACCTING	E 100-41530-151 Med/Dental Insurance	\$700.00	\$5,700.00	\$10,800.00	\$5,100.00	52.78%
ACCTING	E 100-41530-208 Training and Instructio	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.00%
ACCTING	E 100-41530-306 Dues & Subscriptions	\$0.00	\$122.86	\$250.00	\$127.14	49.14%
ACCTING	E 100-41530-310 Other Professional Serv	\$375.00	\$5,776.00	\$0.00	-\$5,776.00	0.00%
Dept 41530 Accounting		\$5,664.18	\$48,791.86	\$74,023.35	\$25,231.49	65.91%
Dept 41540 Auditing						
AUDITING	E 100-41540-301 Auditing and Acctg Ser	\$0.00	\$23,915.00	\$24,300.00	\$385.00	98.42%
Dept 41540 Auditing		\$0.00	\$23,915.00	\$24,300.00	\$385.00	98.42%
Dept 41550 Assessing						
ASSESS G	E 100-41550-310 Other Professional Serv	\$0.00	\$11,484.85	\$18,000.00	\$6,515.15	63.80%
Dept 41550 Assessing		\$0.00	\$11,484.85	\$18,000.00	\$6,515.15	63.80%
Dept 41570 Purchasing						
PURCHASE	E 100-41570-200 Office Supplies (GENER	\$0.00	\$1,376.38	\$3,500.00	\$2,123.62	39.33%
PURCHASE	E 100-41570-205 Bank Fees	\$0.00	\$226.75	\$100.00	-\$126.75	226.75%
PURCHASE	E 100-41570-207 Computer Supplies	\$0.00	\$11,452.54	\$12,000.00	\$547.46	95.44%
PURCHASE	E 100-41570-220 Repair/Maint Supply (G	\$272.49	\$2,046.77	\$4,000.00	\$1,953.23	51.17%
PURCHASE	E 100-41570-322 Postage	\$0.00	\$1,190.05	\$2,000.00	\$809.95	59.50%
PURCHASE	E 100-41570-570 Office Equip and Furnis	\$9,610.80	\$9,610.80	\$0.00	-\$9,610.80	0.00%
Dept 41570 Purchasing		\$9,883.29	\$25,903.29	\$21,600.00	-\$4,303.29	119.92%
Dept 41600 Computer						
COMPUTER	E 100-41600-310 Other Professional Serv	\$0.00	\$3,346.25	\$4,000.00	\$653.75	83.66%
Dept 41600 Computer		\$0.00	\$3,346.25	\$4,000.00	\$653.75	83.66%
Dept 41610 City Attorney						
CITYATNY	E 100-41610-304 Legal Fees	\$783.01	\$14,716.38	\$22,440.16	\$7,723.78	65.58%
Dept 41610 City Attorney		\$783.01	\$14,716.38	\$22,440.16	\$7,723.78	65.58%
Dept 41910 Planning and Zoning						
PLANZONG	E 100-41910-310 Other Professional Serv	\$0.00	\$11,438.24	\$29,500.00	\$18,061.76	38.77%
Dept 41910 Planning and Zoning		\$0.00	\$11,438.24	\$29,500.00	\$18,061.76	38.77%
Dept 41940 General Govt Buildings/Plant						
GOVTBLDG	E 100-41940-210 Operating Supplies (GE	\$0.00	\$1,080.07	\$1,500.00	\$419.93	72.00%
GOVTBLDG	E 100-41940-220 Repair/Maint Supply (G	\$7.48	\$4,943.26	\$7,000.00	\$2,056.74	70.62%
GOVTBLDG	E 100-41940-306 Dues & Subscriptions	\$0.00	\$250.00	\$300.00	\$50.00	83.33%
GOVTBLDG	E 100-41940-310 Other Professional Serv	\$480.00	\$4,585.11	\$1,000.00	-\$3,585.11	458.51%
GOVTBLDG	E 100-41940-321 Telephone	\$346.00	\$2,808.12	\$3,500.00	\$691.88	80.23%
GOVTBLDG	E 100-41940-325 Taxes	\$0.00	\$319.91	\$250.00	-\$69.91	127.96%
GOVTBLDG	E 100-41940-381 Electric Utilities	\$0.00	\$4,304.26	\$11,250.00	\$6,945.74	38.26%
GOVTBLDG	E 100-41940-383 Gas Utilities	\$33.28	\$2,546.78	\$6,250.00	\$3,703.22	40.75%
GOVTBLDG	E 100-41940-384 Refuse/Garbage Dispos	\$0.00	\$2,085.53	\$3,250.00	\$1,164.47	64.17%
GOVTBLDG	E 100-41940-415 Other Equipment Renta	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
GOVTBLDG	E 100-41940-520 Buildings and Structure	\$120.00	\$1,251.70	\$4,500.00	\$3,248.30	27.82%
GOVTBLDG	E 100-41940-560 Furniture and Fixtures	\$0.00	\$116.99	\$2,500.00	\$2,383.01	4.68%
GOVTBLDG	E 100-41940-580 Other Equipment	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
Dept 41940 General Govt Buildings/Plant		\$986.76	\$24,291.73	\$42,300.00	\$18,008.27	57.43%
Dept 41950 Engineer						
ENGINEER	E 100-41950-303 Engineering Fees	\$890.50	\$10,182.75	\$32,500.00	\$22,317.25	31.33%
Dept 41950 Engineer		\$890.50	\$10,182.75	\$32,500.00	\$22,317.25	31.33%

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

Dept Abbrev	Account Descr	August 2017 Amt	2017 YTD Amt	2017 YTD Budget	2017 YTD Balance	%YTD Budget
Dept 41960 Insurance						
INSURANCE	E 100-41960-150 Worker s Comp (GENE	\$1,519.78	\$9,375.76	\$8,799.31	-\$576.45	106.55%
INSURANCE	E 100-41960-152 Worker s Comp Benefit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INSURANCE	E 100-41960-361 General Liability Ins	\$0.00	\$21,536.22	\$18,860.19	-\$2,676.03	114.19%
Dept 41960 Insurance		\$1,519.78	\$30,911.98	\$27,659.50	-\$3,252.48	111.76%
Dept 41970 Legal Publications						
LEGALPUB	E 100-41970-341 Employment	\$0.00	\$362.16	\$300.00	-\$62.16	120.72%
LEGALPUB	E 100-41970-343 Other Advertising	\$0.00	\$104.00	\$50.00	-\$54.00	208.00%
LEGALPUB	E 100-41970-351 Legal Notices Publishin	\$133.27	\$312.99	\$2,000.00	\$1,687.01	15.65%
LEGALPUB	E 100-41970-354 Recording Fees	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
Dept 41970 Legal Publications		\$133.27	\$779.15	\$2,850.00	\$2,070.85	27.34%
Dept 42101 Hennepin County Sheriff						
HCSHERIFF	E 100-42101-310 Other Professional Serv	\$0.00	\$39,365.26	\$78,730.52	\$39,365.26	50.00%
Dept 42101 Hennepin County Sheriff		\$0.00	\$39,365.26	\$78,730.52	\$39,365.26	50.00%
Dept 42102 Wright County Sheriff						
WCSHERIFF	E 100-42102-310 Other Professional Serv	\$8,455.83	\$68,886.70	\$101,748.00	\$32,861.30	67.70%
Dept 42102 Wright County Sheriff		\$8,455.83	\$68,886.70	\$101,748.00	\$32,861.30	67.70%
Dept 42210 Fire Dept Administration						
FIREADMIN	E 100-42210-103 Part-Time Employees	\$0.00	\$23,926.50	\$55,000.00	\$31,073.50	43.50%
FIREADMIN	E 100-42210-122 FICA	\$0.00	\$1,483.43	\$3,410.00	\$1,926.57	43.50%
FIREADMIN	E 100-42210-123 Medicare	\$0.00	\$346.96	\$797.50	\$450.54	43.51%
FIREADMIN	E 100-42210-142 Unemployment Benefit	\$0.00	\$274.90	\$0.00	-\$274.90	0.00%
FIREADMIN	E 100-42210-150 Worker s Comp (GENE	-\$15.78	\$8,225.25	\$8,344.11	\$118.86	98.58%
FIREADMIN	E 100-42210-200 Office Supplies (GENER	\$82.54	\$493.52	\$200.00	-\$293.52	246.76%
FIREADMIN	E 100-42210-305 Medical and Dental Fee	\$0.00	\$1,909.25	\$4,000.00	\$2,090.75	47.73%
FIREADMIN	E 100-42210-306 Dues & Subscriptions	\$150.00	\$1,864.00	\$950.00	-\$914.00	196.21%
FIREADMIN	E 100-42210-361 General Liability Ins	\$0.00	\$5,247.97	\$4,553.35	-\$694.62	115.26%
Dept 42210 Fire Dept Administration		\$216.76	\$43,771.78	\$77,254.96	\$33,483.18	56.66%
Dept 42220 Fire Dept Equipment						
FIREEQUIP	E 100-42220-221 Equipment Parts	\$215.88	\$3,207.40	\$13,500.00	\$10,292.60	23.76%
FIREEQUIP	E 100-42220-228 Medical Supplies	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.00%
FIREEQUIP	E 100-42220-240 Small Tools and Minor	\$0.00	\$0.00	\$850.00	\$850.00	0.00%
FIREEQUIP	E 100-42220-260 Uniforms	\$0.00	\$3,126.40	\$4,500.00	\$1,373.60	69.48%
FIREEQUIP	E 100-42220-580 Other Equipment	\$0.00	\$605.35	\$5,000.00	\$4,394.65	12.11%
Dept 42220 Fire Dept Equipment		\$215.88	\$6,939.15	\$25,350.00	\$18,410.85	27.37%
Dept 42240 Fire Dept Training						
FIRETRNG	E 100-42240-208 Training and Instructio	\$0.00	\$4,637.62	\$12,500.00	\$7,862.38	37.10%
FIRETRNG	E 100-42240-310 Other Professional Serv	\$0.00	\$1,542.46	\$3,000.00	\$1,457.54	51.42%
FIRETRNG	E 100-42240-331 Travel Expenses	\$440.60	\$1,096.63	\$1,500.00	\$403.37	73.11%
Dept 42240 Fire Dept Training		\$440.60	\$7,276.71	\$17,000.00	\$9,723.29	42.80%
Dept 42260 Fire Vehicles						
FIREVEH	E 100-42260-212 Motor Fuels	\$46.58	\$1,029.56	\$4,500.00	\$3,470.44	22.88%
FIREVEH	E 100-42260-220 Repair/Maint Supply (G	\$0.00	\$3,637.39	\$9,000.00	\$5,362.61	40.42%
FIREVEH	E 100-42260-240 Small Tools and Minor	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.00%
FIREVEH	E 100-42260-323 Radio Units	\$0.00	\$3,439.00	\$7,465.00	\$4,026.00	46.07%
Dept 42260 Fire Vehicles		\$46.58	\$8,105.95	\$22,965.00	\$14,859.05	35.30%
Dept 42280 Fire Stations and Bldgs						
FIREBLDG	E 100-42280-215 Shop Supplies	\$0.00	\$51.71	\$1,650.00	\$1,598.29	3.13%
FIREBLDG	E 100-42280-220 Repair/Maint Supply (G	\$56.15	\$479.60	\$3,500.00	\$3,020.40	13.70%

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

Dept Abbrev	Account Descr	August 2017 Amt	2017 YTD Amt	2017 YTD Budget	2017 YTD Balance	%YTD Budget
FIREBLDG	E 100-42280-321 Telephone	\$31.46	\$1,416.77	\$800.00	-\$616.77	177.10%
FIREBLDG	E 100-42280-325 Taxes	\$0.00	\$0.00	\$175.00	\$175.00	0.00%
FIREBLDG	E 100-42280-381 Electric Utilities	\$0.00	\$1,827.01	\$4,500.00	\$2,672.99	40.60%
FIREBLDG	E 100-42280-383 Gas Utilities	\$18.92	\$1,422.00	\$3,000.00	\$1,578.00	47.40%
Dept 42280	Fire Stations and Bldgs	\$106.53	\$5,197.09	\$13,625.00	\$8,427.91	38.14%
Dept 42290	Fire Relief Association					
FIRERELIEF	E 100-42290-124 Fire Pension Contributi	\$0.00	\$0.00	\$36,000.00	\$36,000.00	0.00%
FIRERELIEF	E 100-42290-125 Other Retirement Contr	\$0.00	\$5,566.79	\$11,133.58	\$5,566.79	50.00%
FIRERELIEF	E 100-42290-301 Auditing and Acctg Ser	\$0.00	\$6,200.00	\$6,500.00	\$300.00	95.38%
Dept 42290	Fire Relief Association	\$0.00	\$11,766.79	\$53,633.58	\$41,866.79	21.94%
Dept 42401	Building Inspection Admin					
INSPADMN	E 100-42401-310 Other Professional Serv	\$0.00	\$27,480.89	\$17,500.00	-\$9,980.89	157.03%
Dept 42401	Building Inspection Admin	\$0.00	\$27,480.89	\$17,500.00	-\$9,980.89	157.03%
Dept 42700	Animal Control					
ANIMCTRL	E 100-42700-310 Other Professional Serv	\$0.00	\$250.00	\$500.00	\$250.00	50.00%
Dept 42700	Animal Control	\$0.00	\$250.00	\$500.00	\$250.00	50.00%
Dept 42800	Cemetery					
CEMETERY	E 100-42800-310 Other Professional Serv	\$0.00	\$0.00	\$50.00	\$50.00	0.00%
Dept 42800	Cemetery	\$0.00	\$0.00	\$50.00	\$50.00	0.00%
Dept 43000	Public Works (GENERAL)					
PUBWRKS	E 100-43000-101 Full-Time Employees R	\$7,338.71	\$58,340.48	\$116,803.34	\$58,462.86	49.95%
PUBWRKS	E 100-43000-102 Full-Time Employees O	\$0.00	\$525.78	\$1,050.00	\$524.22	50.07%
PUBWRKS	E 100-43000-103 Part-Time Employees	\$1,716.00	\$8,424.00	\$15,000.00	\$6,576.00	56.16%
PUBWRKS	E 100-43000-121 PERA	\$550.41	\$4,352.44	\$10,279.11	\$5,926.67	42.34%
PUBWRKS	E 100-43000-122 FICA	\$559.12	\$4,303.48	\$8,250.88	\$3,947.40	52.16%
PUBWRKS	E 100-43000-123 Medicare	\$130.75	\$1,006.43	\$2,285.25	\$1,278.82	44.04%
PUBWRKS	E 100-43000-134 Employer Paid Life	\$66.60	\$897.55	\$2,832.00	\$1,934.45	31.69%
PUBWRKS	E 100-43000-142 Unemployment Benefit	\$0.00	\$7.32	\$500.00	\$492.68	1.46%
PUBWRKS	E 100-43000-151 Med/Dental Insurance	\$1,520.85	\$10,723.01	\$27,600.00	\$16,876.99	38.85%
PUBWRKS	E 100-43000-208 Training and Instructio	\$0.00	\$1,321.95	\$2,500.00	\$1,178.05	52.88%
PUBWRKS	E 100-43000-212 Motor Fuels	\$0.00	\$2,732.57	\$7,000.00	\$4,267.43	39.04%
PUBWRKS	E 100-43000-215 Shop Supplies	\$138.84	\$1,841.56	\$2,500.00	\$658.44	73.66%
PUBWRKS	E 100-43000-220 Repair/Maint Supply (G	\$107.10	\$5,473.17	\$6,000.00	\$526.83	91.22%
PUBWRKS	E 100-43000-226 Sign Repair Materials	\$265.24	\$494.08	\$1,500.00	\$1,005.92	32.94%
PUBWRKS	E 100-43000-240 Small Tools and Minor	\$90.59	\$5,893.53	\$5,000.00	-\$893.53	117.87%
PUBWRKS	E 100-43000-260 Uniforms	\$19.96	\$861.05	\$3,000.00	\$2,138.95	28.70%
PUBWRKS	E 100-43000-310 Other Professional Serv	\$0.00	\$10,574.91	\$19,000.00	\$8,425.09	55.66%
PUBWRKS	E 100-43000-321 Telephone	\$0.00	\$1,067.80	\$2,800.00	\$1,732.20	38.14%
PUBWRKS	E 100-43000-325 Taxes	\$0.00	\$38.00	\$200.00	\$162.00	19.00%
Dept 43000	Public Works (GENERAL)	\$12,504.17	\$118,879.11	\$234,100.58	\$115,221.47	50.78%
Dept 43121	Paved Streets					
PAVSTRSTS	E 100-43121-224 Street Maint Materials	\$29.25	\$13,086.05	\$50,000.00	\$36,913.95	26.17%
Dept 43121	Paved Streets	\$29.25	\$13,086.05	\$50,000.00	\$36,913.95	26.17%
Dept 43122	Unpaved Streets					
UNPAVSTS	E 100-43122-224 Street Maint Materials	\$0.00	\$10,015.30	\$10,000.00	-\$15.30	100.15%
Dept 43122	Unpaved Streets	\$0.00	\$10,015.30	\$10,000.00	-\$15.30	100.15%
Dept 43125	Ice & Snow Removal					
SNOWREMO	E 100-43125-224 Street Maint Materials	\$0.00	\$9,816.42	\$15,000.00	\$5,183.58	65.44%
Dept 43125	Ice & Snow Removal	\$0.00	\$9,816.42	\$15,000.00	\$5,183.58	65.44%

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

Dept Abbrev	Account Descr	August 2017 Amt	2017 YTD Amt	2017 YTD Budget	2017 YTD Balance	%YTD Budget
Dept 43160	Street Lighting					
STLGHTG	E 100-43160-381 Electric Utilities	\$812.71	\$11,176.13	\$25,000.00	\$13,823.87	44.70%
Dept 43160	Street Lighting	\$812.71	\$11,176.13	\$25,000.00	\$13,823.87	44.70%
Dept 43240	Waste (refuse) Disposal					
REFDISPO	E 100-43240-384 Refuse/Garbage Dispos	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.00%
Dept 43240	Waste (refuse) Disposal	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.00%
Dept 43245	Recycling: Refuse					
RECYCLING	E 100-43245-384 Refuse/Garbage Dispos	\$0.00	\$22,117.70	\$36,000.00	\$13,882.30	61.44%
Dept 43245	Recycling: Refuse	\$0.00	\$22,117.70	\$36,000.00	\$13,882.30	61.44%
Dept 45186	Senior Center					
SRCENTER	E 100-45186-437 Other Miscellaneous	\$0.00	\$3,844.48	\$8,000.00	\$4,155.52	48.06%
Dept 45186	Senior Center	\$0.00	\$3,844.48	\$8,000.00	\$4,155.52	48.06%
Dept 45200	Parks (GENERAL)					
PARKS	E 100-45200-212 Motor Fuels	\$0.00	\$390.57	\$2,000.00	\$1,609.43	19.53%
PARKS	E 100-45200-220 Repair/Maint Supply (G	\$148.17	\$2,077.83	\$5,000.00	\$2,922.17	41.56%
PARKS	E 100-45200-225 Landscaping Materials	\$752.40	\$4,285.45	\$10,000.00	\$5,714.55	42.85%
PARKS	E 100-45200-310 Other Professional Serv	\$0.00	\$0.00	\$6,800.00	\$6,800.00	0.00%
PARKS	E 100-45200-381 Electric Utilities	\$0.00	\$1,650.93	\$2,000.00	\$349.07	82.55%
PARKS	E 100-45200-400 Repairs & Maint Cont (	\$0.00	\$111.80	\$1,500.00	\$1,388.20	7.45%
PARKS	E 100-45200-440 Programs	\$0.00	\$1,925.00	\$2,200.00	\$275.00	87.50%
PARKS	E 100-45200-580 Other Equipment	\$0.00	\$2,433.30	\$7,000.00	\$4,566.70	34.76%
Dept 45200	Parks (GENERAL)	\$900.57	\$12,874.88	\$36,500.00	\$23,625.12	35.27%
Dept 45500	Libraries (GENERAL)					
LIBRARY	E 100-45500-437 Other Miscellaneous	\$0.00	\$9,279.51	\$10,500.00	\$1,220.49	88.38%
Dept 45500	Libraries (GENERAL)	\$0.00	\$9,279.51	\$10,500.00	\$1,220.49	88.38%
Dept 48205	Damage Deposit Refunds					
DMGDEPRF	E 100-48205-810 Refunds & Reimbursen	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 48205	Damage Deposit Refunds	\$0.00	\$0.00	\$0.00	\$0.00	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	\$186.73	\$250.00	\$63.27	74.69%
Dept 49800	Transit (GENERAL)	\$0.00	\$186.73	\$250.00	\$63.27	74.69%
Fund 100	GENERAL FUND	\$55,135.20	\$747,803.92	\$1,326,541.16	\$578,737.24	56.37%

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

Dept Abbrev	Account Descr	August 2017 Amt	2017 YTD Amt	2017 YTD Budget	2017 YTD Balance	%YTD Budget
		\$55,135.20	\$747,803.92	\$1,326,541.16	\$578,737.24	56.37%

**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 September, 2017.

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 09-05-17-84**

**A RESOLUTION APPROVING THE CITY OF HANOVER MISSION STATEMENT**

**WHEREAS**, the City Council, Planning Commission, Park Board, Hanover Economic Development Authority, and staff held a retreat to set goals, values, mission statement, and vision statement for the City; and

**WHEREAS**, based on collaborative efforts a Mission Statement was formed.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota hereby approves the following statement to act as the City of Hanover’s Mission Statement:

*“The mission of Hanover is to maintain fiscal responsibility while providing high quality amenities and services. This is done to retain the small town atmosphere while offering a desirable community to live, work, and play.”*

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of September, 2017.

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 September, 2017.

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 09-05-17-85**

**A RESOLUTION APPROVING THE CITY OF HANOVER VISION STATEMENT**

**WHEREAS**, the City Council, Planning Commission, Park Board, Hanover Economic Development Authority, and staff held a retreat to set goals, values, mission statement, and vision statement for the City; and

**WHEREAS**, based on collaborative efforts a Vision Statement was formed.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota hereby approves the following statement to act as the City of Hanover’s Vision Statement:

*“Hanover is a historic Crow River city valuing small town tradition, while embracing both business and residential growth opportunities.”*

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of September, 2017.

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 September, 2017.

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 09-05-17-86**

**A RESOLUTION RECOGNIZING THE RESIGNATION OF LUCAS POLLOCK**

**WHEREAS**, Fire Department Member Lucas Pollock has submitted a letter of resignation to the Hanover Fire Chief.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota hereby recognizes the resignation of Mr. Pollock from the Hanover Fire Department effective August 8, 2017.

**BE IT FURTHER RESOLVED**, that the City Council, on behalf of the entire City, thanks Mr. Pollock for his service to the Community.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of September, 2017.

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 September, 2017.

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 09-05-17-87**

**A RESOLUTION APPROVING HIRE OF PROBATIONARY FIREFIGHTER**

**WHEREAS**, the Hanover Fire Department currently has vacancies; and

**WHEREAS**, Fire Chief Dave Malewicki recommends hiring Dylan Freund as a Probationary Firefighter, subject to passing of criminal background check, physical examination, and agility test.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota, hereby approves the hiring of Dylan Freund as a Probationary Firefighter, subject to the conditions listed above.

Council members voting in favor: Kauffman, Hammerseng, Warpula, Zajicek, Hallstein

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of September, 2017.

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 September, 2017.

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 09-05-17-88**

**A RESOLUTION APPROVING  
BANKWEST ACH ORIGINATION AGREEMENT**

**WHEREAS**, the City holds accounts at BankWest; and

**WHEREAS**, BankWest has updated their ACH Origination Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota hereby approves the attached ACH Origination Agreement

**BE IT FURTHER RESOLVED**, that the City Administrator/Clerk/Treasurer and the Accountant/Deputy Clerk shall be identified as Authorized Representatives in Schedule D of the Agreement.

**BE IT FURTHER RESOLVED**, that the City Council authorizes its City Administrator to execute the agreement on behalf of the City.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of September, 2017.

APPROVED BY:

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

ATTEST:

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

# BANKWEST

## ACH Origination Agreement

This Agreement dated the 25th day of July, 2017 is by and between City of Hanover (the “Company”) and BANKWEST (the “Financial Institution”).

The Company has requested that the Financial Institution permit it to initiate debit and credit entries to accounts maintained at the Financial Institution and other financial institutions by means of the Automated Clearing House (the “ACH”) Network. The Financial Institution has agreed to do so on the terms of this Agreement.

The Company and the Financial Institution agree as follows:

1. **Definitions.** Unless defined in this Agreement, capitalized terms shall have the meanings provided in the *NACHA Operating Rules* (as defined below):
  - a. Rules means the Rules of the National Automated Clearing House Association (NACHA) and Appendices to the Rules of NACHA, as amended from time to time.
  - b. Effective Entry Date is the date specified by the originator on which it intends a batch of Entries to be settled.
  - c. Entry has the meaning given in the Rules, except that it shall also include an “On-Us Entry.”
  - d. On-Us Entry means a debit or credit Entry to an account maintained at the Financial Institution.
  - e. Online refers to use of the Internet website designated by Financial Institution used to transmit or receive electronic transactions, instructions, notices or other communication but does not include transmissions by telephone, fax, in person, regular mail, express mail or e-mail.
2. **Applicable Agreements.** This Agreement governs the Company’s use of ACH Origination. The Company’s access to and use of the Financial Institution’s online services shall be governed by the applicable electronic access agreement(s), as amended from time to time, between the Company and the Financial Institution. In the event of conflict between this Agreement and any other Agreement with the Financial Institution, this Agreement shall prevail, unless otherwise provided herein.
3. **Compliance with the Rules and Applicable Law.** The Company’s rights and obligations with respect to any Entry are governed by the Rules, this Agreement and applicable law. The Company acknowledges receipt of a copy of, or availability of, the Rules. The Rules may also be purchased by contacting the Financial Institution. The Company agrees to be bound by the Rules. The Company represents and warrants that it will comply with the Rules, United States laws, and other applicable laws, regulations and regulatory requirements and that it will not transmit any Entry or engage in any act or omission that violates or causes Financial Institution to violate the Rules, applicable laws, regulations or regulatory requirements, including, without limitation, regulations of the Office of Foreign Asset Control (OFAC), sanctions or executive orders. Financial Institution may terminate or suspend this Agreement upon written notice and identification of a material breach by Company of the Rules. Furthermore, Financial Institution shall have the right to initiate an audit of Company procedures for compliance with this Service Agreement and the Rules, upon written notification to Company.
4. **Transmittal of Entries and Physical and Electronic Security Procedures**
  - a. The Company shall transmit any and all debit or credit Entries designated in **Schedule E** to the Financial Institution in accordance with the Rules and this Agreement. The Company shall comply with the security procedures described in **Schedule B** to this Agreement. The Company acknowledges that the security procedures are for verification of authenticity and not to detect errors in the transmission or content of the Entry. No security practice or procedure for the detection of any such error has been agreed upon between the Financial Institution and the Company. Company authorizes Financial Institution to follow any and all instructions entered and transactions initiated using applicable security procedures unless and until Company has notified Financial Institution, according to notification procedures prescribed by Financial Institution, that the security procedures or any security device has been stolen, compromised, or otherwise become known to persons other than user(s) and until Financial Institution has had a reasonable opportunity to act upon such notice. Company agrees that the initiation of a transaction using applicable security procedures constitutes sufficient authorization for Financial Institution to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Company’s deposit account maintained with Financial Institution,

and Company agrees and intends that the submission of transaction orders and instructions using the security procedures shall be considered the same as Company's written signature in authorizing Financial Institution to execute such transaction. Company acknowledges and agrees that Company shall be bound by any and all Entries initiated through the use of such security procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by user(s), to the fullest extent allowed by law. Company may not reinitiate Entries except as prescribed by the Rules.

- b. The Company shall prevent and safeguard against unauthorized transmissions, disclosures and access to the following (all of which are referred to herein as "Security-related Items"): information (including but not limited to security procedures, instructions, passwords and user identifications), systems and equipment that interface with, connect to or allow access to the Financial Institution, its information, systems and equipment. The Company shall establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to Security-related Items. Such practices, techniques and procedures shall be no less than the Security-related Items requirements set forth in this Agreement and in the Rules.
- c. Without limiting the foregoing, the Company warrants that no individual will be allowed to initiate transfers without proper supervision. If the Company suspects, knows, believes or has reason to believe that an unauthorized individual has transmitted or attempted to transmit one or more Entries or that the security procedures or other Security-related Items have otherwise been compromised, the Company agrees to immediately notify the Financial Institution and agrees that any Entry received by the Financial Institution before or within a reasonable time after such notice to the Financial Institution shall be treated as authorized by the Company.
- d. The Company is solely responsible for providing and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Company's possession or under Company's control. The Financial Institution is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at the Company's own discretion and risk, and the Financial Institution is not responsible for any damage to Company's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. The Company is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to the Company's operating systems, and for protecting, securing, and backing up any data and information stored in or on the Company's operating systems. The Financial Institution is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on the Company's operating systems or accessed through an Internet connection.
- e. The Company acknowledges and agrees that it is the Company's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). The Company agrees to educate user(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. The Company acknowledges that Financial Institution will never contact the Company by e-mail in order to ask for or to verify account numbers, security devices, or any sensitive or confidential information. In the event the Company receives an e-mail or other electronic communication that the Company believes, or has reason to believe, is fraudulent, the Company agrees that neither Company nor its user(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. The Company agrees that the Financial Institution is not responsible for any losses, injuries, or harm incurred by the Company as a result of any electronic, e-mail, or Internet fraud.
- f. In the event of a breach of the security procedure, the Company agrees to assist the Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing the Financial Institution or the Financial Institution's agent access to Company's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the security procedure. The Company further agrees to provide to the Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by the Company, the Company's agents, law enforcement

agencies, or any other third party. Failure of the Company to assist the Financial Institution shall be an admission by the Company that the breach of the security procedure was caused by a person who obtained access to transmitting facilities of the Company or who obtained information facilitating the breach of the security procedure from the Company and not from a source controlled by the Financial Institution.

- g. Financial Institution reserves the right to modify, amend, supplement, or cancel any or all security procedures, and/or to cancel or replace any security device, at any time and from time to time in Financial Institution's discretion. Financial Institution will endeavor to give Company reasonable notice of any change in security procedures; provided that Financial Institution may make any change in security procedures without advance notice to Company if Financial Institution, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Financial Institution's systems and assets. Company's implementation and use of any changed security procedures after any change in security procedures shall constitute Company's agreement to the change and Company's agreement that the applicable security procedures, as changed, are commercially reasonable and adequate for the purposes intended.

5. **Third-Party Service Providers.** Company may be using special equipment, services or software provided by a third party to assist it in processing Files hereunder ("Service Provider"). If Company uses Service Provider to transmit Files to Financial Institution and Company and Service Provider have not entered into a Third-Party Service Provider Agreement, Company (a) agrees that Service Provider is acting as Company's agent in the delivery of Files to Financial Institution, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Agreement. Financial Institution will not be liable for any losses or additional costs incurred by Company as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Company is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Financial Institution's sole responsibility shall be to transmit Financial Institution approved transactions to the ACH Operator and Financial Institution shall not have any responsibility for any File handled by Service Provider until that point in time when Financial Institution accepts and approves a File from such Service Provider for processing. If Financial Institution authorizes Company to use a Service Provider, the terms and conditions governing the relationship between Company and the Service Provider shall be governed by a separate agreement between Company and Service Provider ("Service Provider Agreement"). All of Company's obligations and responsibilities under this Agreement will apply to the Service Provider, and Company's separate agreement with the Service Provider must so provide. At Financial Institution's request, Company will provide to Financial Institution a true and exact copy of such agreement. Company shall designate the Service Provider as a user and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Financial Institution. Notwithstanding the foregoing, Company hereby authorizes Financial Institution to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a user or if the Third-Party Service Provider has not executed the Service Provider Agreement. Company hereby indemnifies and holds Financial Institution harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Financial Institution or any other person as a result of or arising from Company's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

6. **Company's Representations, Warranties and Agreements.** The Company represents and warrants that each Entry provided to the Financial Institution complies in all respects with the Rules and this Agreement. The Company acknowledges and agrees that, pursuant to the Rules, the Financial Institution makes certain warranties to the ACH Operator and other Financial Institutions and that such warranties are made in reliance on: (i) the representations and warranties of the Company, including but not limited to those contained in this section of this Agreement and (ii) Company's agreement to be bound by the Rules and applicable law. The Company shall indemnify the Financial Institution against any claims, alleged claims, loss, liability or expense (including attorneys' fees and expenses) resulting directly or indirectly from, related to or arising out of: (i) any breach of the Company's warranties or this Agreement; (ii) Company's failure to exercise ordinary care in connection with its duties hereunder; (iii) any action by the Receiving Depository Financial Institution ("RDFI") upon an unauthorized or erroneous Entry initiated by the Company; (iv) any actions by a Service Provider or agent of the Company that results in a breach of this Agreement by the Company; (v) to the extent that it involves the Financial Institution, any litigation by an ACH Operator, an RDFI or any Company receivers asserting noncompliance on the Company's part with the Rules, laws, regulations or regulatory requirements. Without limiting the foregoing, the Company warrants:

- a. Each Entry is authorized pursuant to the Rules and the authorization has not been revoked;

- b. Each authorization is clear and readily understandable by the receiver;
  - c. Copies of authorizations will be made available when requested by the Financial Institution;
  - d. Each credit Entry is timely and accurate;
  - e. Each debit Entry is for a sum which, on the Settlement Date will be due and owing to the Company from the party whose account will be debited, is for a sum specified by such party or is to correct a previously transmitted erroneous credit Entry;
  - f. No Entry has been reinitiated in violation of the Rules;
  - g. The Company has used commercially reasonable procedures to verify that all information contained in an Entry, including but not limited to routing numbers, is accurate and valid; and,
  - h. This Agreement has been duly and properly authorized by the Company, the party executing this Agreement is properly authorized on behalf of the Company to execute this Agreement on its behalf, and this Agreement is enforceable by the Financial Institution in accordance with its terms.
7. **Financial Institution Obligations.** Subject to Section 8 of this Agreement, the Financial Institution shall, in accordance with the Rules, process, transmit and settle for any Entry. The Financial Institution shall have no obligation to transmit an Entry if the Company fails to comply with the Rules or any terms of this Agreement. Financial Institution shall rely on any and all information it receives from an authorized representative of the Company, as set forth in **Schedule D**, and any person the Financial Institution, in good faith, reasonably believes to be acting on behalf of the Company, whether or not such person was authorized by the Company.
8. **Payment for Credit Entries and Returned Debit Entries; Company's Account.** Company agrees to pay for all credit Entries issued by Company, user(s), or credit Entries otherwise made effective against Company. Company shall make payment to Financial Institution on the date as determined by Financial Institution in its sole discretion. Company shall pay Financial Institution for the amount of each debit Entry returned by an RDFI or debit Entry dishonored by Financial Institution. The Company will maintain a deposit account (the "Account") with the Financial Institution at all times during the term of this Agreement. The Company shall at all times maintain a balance of available funds in the Account sufficient to cover the Company's obligations under this Agreement. If collected balances in the Account are insufficient to cover the aggregate amount of Entries, the Financial Institution shall have no obligation to transmit such Entries. The Company authorizes the Financial Institution to debit its Account or any other account maintained at the Financial Institution for any amount it owes the Financial Institution as a result of this Agreement.
9. **Prefunding.** The Financial Institution reserves the right to require the Company to pre-fund an account maintained at the Financial Institution prior to, or in the case of a Same Day ACH Entry, on the Settlement Date established from time to time by the Financial Institution. The Financial Institution will communicate directly to the Company if pre-funding is required and, if requested by the Company, will provide the Company with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, the Company will provide immediately available and collected funds sufficient to pay all Entries initiated by the Company (a) not later than 8:00 a.m. local time 3 Banking Days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.
10. **Credit Approval and Exposure Limits.** In utilizing the ACH in performance of this Agreement, Financial Institution must make certain warranties on behalf of Company. Specifically, Financial Institution is charged with assuring the financial soundness of Company to make the intended Entries. Financial Institution must approve all ACH Agreements and may request financial information from Company and/or a separate credit agreement. Financial Institution shall also be authorized to obtain a credit report(s) on Company as may be necessary from time to time. Financial Institution may also assign Company a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Company each day ("Exposure Limit"). Company acknowledges that the ACH Exposure Limit is used for the protection of Financial Institution and its assets. Company understands that daily requests for Entries exceeding this amount are honored solely at the discretion of the Financial Institution. Requests not honored would be communicated to the Company or the Company's designated representative. The Company shall comply with the Exposure Limits as set forth in **Schedule A**. Such limits may be modified from time to time by Financial Institution at its sole discretion with notice to the Company.
11. **Prohibited Transactions.** Company agrees not to use or attempt to use the services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable

jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Company acknowledges and agrees that Financial Institution has no obligation to monitor Company's use of the services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Financial Institution reserves the right to decline to execute any transaction or activity that Financial Institution believes violates the terms of this Agreement.

- 12. Security Interest.** To secure the payment and performance of Company's obligations set forth herein, Company grants to Financial Institution a security interest in and pledges and assigns to Financial Institution all of Company's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Company (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Financial Institution's custody or control; (b) any other collateral described in any security instrument securing the obligations of Company to Financial Institution under this Agreement or any other obligation of Company to Financial Institution; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.
- 13. Cancellation or Amendment of an Entry.** The Company shall have no right to cancel or amend any Entry after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Company to cancel an Entry before transmitting it to the ACH Operator or crediting or debiting an On-Us Entry. Any such request shall comply with this Agreement, including the security procedures described in **Schedule B** to this Agreement. The Financial Institution shall have no liability if it fails to effect the cancellation. Company shall reimburse, indemnify and hold harmless the Financial Institution for any expenses (including attorneys' fees), losses or damages the Financial Institution incurs in effecting or attempting to effect Company's request for the cancellation of an Entry.
- 14. Rejection of Entries.** The Financial Institution may reject any Entry, including an On-Us Entry, that does not comply with the requirements of the Rules or this Agreement, specifically including **Schedule A** and **Schedule B** of this Agreement and may reject any Entry if the Company is not otherwise in compliance with the terms of this Agreement or the Rules. The Financial Institution shall notify the Company in accordance with **Schedule A** of such rejection no later than the business day such Entry would otherwise have been transmitted by the Financial Institution to the ACH Operator or, in the case of an On-Us Entry, the day before its Effective Entry Date. Notices of rejection shall be effective when given. The Financial Institution shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
- 15. Provisional Credit Notice.** In the case of a credit Entry, credit given by the RDFI for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or has otherwise received payment. If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the receiver in the amount of the credit to the receiver's account, and Company will not be considered to have paid the amount of the credit Entry to the receiver.
- 16. Reversals.** The Company may reverse a File or Entry pursuant to the Rules. If the Company reverses an Entry or File, the Company shall indemnify the Financial Institution against any claim, alleged claim, demand, loss, liability or expense (including attorney's fees) resulting directly or indirectly from such reversal.
- 17. Error Detection.** Financial Institution has no obligation to discover and shall not be liable to Company for errors made by Company, including but not limited to errors made in identifying the receiver, or an intermediary or an RDFI or for errors in the amount of an Entry. Financial Institution shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Company. Notwithstanding the foregoing, if the Company discovers that any Entry it has initiated was in error, it shall notify the Financial Institution of such error. The Financial Institution will make its best efforts to correct the error. In the event that Company makes an error or issues a duplicate Entry, Company shall indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Financial Institution as result of the error or issuance of duplicate Entries.
- 18. Notice of Returned Entries and Notifications of Change.** The Financial Institution shall notify the Company in accordance with **Schedule A** of the receipt of a returned Entry or Notification of Change (NOC) from the ACH Operator no later than one Business Day after the Business Day of such receipt. The Financial Institution shall have no obligation to retransmit a returned Entry if the Financial Institution complied with the terms of this Agreement with respect to the Entry. Upon your written request we will resubmit NSF returns.
- 19. Entries Returned as Unauthorized.** In the event that an Entry is returned as unauthorized or authorization revoked, the Company will contact the necessary parties and resolve any dispute. During this process, the Company may ask the Financial Institution to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." Financial

Institution will make its best effort to obtain the form and will deliver it to the Company when received. Company agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless the customer reauthorized the Entry or Entry stream.

20. **Unauthorized Rate in Excess of 0.5%.** In the event the rate of unauthorized transactions exceeds 0.5% based on the calculations noted in the Rules, the Company will share the data requested by the Financial Institution based on the Rules and will immediately begin the process of bringing the rate below 0.5%.
21. **Administrative Returns.** In the event the rate of administrative returns exceeds 3% for any two calendar months or 60-day period, the Company will share any data requested by the Financial Institution based on the Rules. If it is determined that remediation is necessary the Company will develop a plan to reduce that figure to under 3%.
22. **Overall Return Rate.** In the event that the overall rate of returns is greater than 15% (excluding RCK Entries) for any two calendar months or 60-day period, the Company will share any data requested by the Financial Institution based on the Rules. If it is determined that remediation is necessary the Company will develop a plan to reduce that figure to under 15%.
23. **Periodic Statement.** The periodic statement issued by the Financial Institution for the Company's Account will reflect Entries credited and debited to the Company's Account. The Company agrees to notify the Financial Institution within a reasonable time not to exceed thirty (30) days after the Company receives a periodic statement of any discrepancy between the Company's records and the information in the periodic statement. If the Company fails to notify the Financial Institution of any such discrepancy within thirty (30) days after receipt of such periodic statement, the Company shall be precluded from asserting any claim against the Financial Institution arising from such discrepancy.
24. **Fees.** The Company agrees to pay the Financial Institution for services provided under this Agreement in accordance with the schedule of charges set forth in **Schedule C**. The Financial Institution may change its fees from time to time in its sole discretion upon notice to the Company.
25. **Financial Information and Audit.** The Financial Institution may from time to time request information from the Company in order to evaluate a continuation of the service to be provided by the Financial Institution hereunder and/or adjustment of any limits set by this Agreement. The Company agrees to provide the requested financial information immediately upon request by the Financial Institution, in the form required by the Financial Institution. The Company authorizes the Financial Institution to investigate or reinvestigate at any time any information provided by Company in connection with this Agreement or the service. Upon request by the Financial Institution, the Company hereby authorizes the Financial Institution to enter the Company's business premises for the purpose of ensuring that the Company is in compliance with this Agreement and Company specifically authorizes the Financial Institution to perform an audit of the Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. The Company hereby acknowledges and agrees that the Financial Institution shall have the right to mandate specific internal controls at the Company's location(s) and Company shall comply with any such mandate. In addition, the Company hereby agrees to allow the Financial Institution to review available reports of independent audits performed at the Company location related to information technology, the service and any associated operational processes. The Company agrees that if requested by the Financial Institution, the Company will complete a self-assessment of Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Financial Institution in an audit of Company. If the Company refuses to provide the requested financial information, or if Financial Institution concludes, in its sole discretion, that the risk of the Company is unacceptable, if the Company violates this Agreement or the Rules, or if the Company refuses to give the Financial Institution access to Company's premises, Financial Institution may terminate the service and this Agreement according to the provisions hereof.
26. **Liability.** In the performance of the services required by this Agreement, the Financial Institution shall be entitled to rely solely on the information; representations and warranties provided by the Company pursuant to this Agreement and shall not be responsible for the accuracy or completeness of such information. Except as otherwise specifically provided by law, the Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those services. In no event shall the Financial Institution have any liability for any consequential, special, incidental, punitive or indirect damages the Company may incur or suffer in connection with this Agreement whether or not the likelihood of such damages was known or contemplated by the Financial Institution and regardless of the legal or equitable theory of liability the Company may assert. Without limiting the foregoing, the Financial Institution shall not be

liable for and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, emergency conditions or other conditions beyond the Financial Institution's control. To the extent allowed by law, the Financial Institution shall not be liable for and shall be excused from failing to transmit or any delay in transmitting an Entry (i) if such transmittal would result in the Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines; (ii) if, for any reason, the ACH Operator fails or declines to process an Entry; (iii) if, in the Financial Institution's sole discretion, processing an Entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any Rule, law, regulation or regulatory requirement; or (iv) if processing an Entry, in the Financial Institution's sole discretion, would cause it to engage in an unsafe and unsound practice.

27. **Credit and Debit Entries; Record Retention.** The Company shall obtain an authorization as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by the Company and the Company shall retain the authorization while it is in effect for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, the Company shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules.
28. **Rules Enforcement.** In the event that a Report of Possible Rules Violation is filed on the Company, the Company will take appropriate steps to correct the problem within the time frames suggested by the Financial Institution. In the event that a fine is levied against the Financial Institution for a violation of the Rules, the Company agrees to make the Financial Institution whole for the value of the fine.
29. **Inconsistency of Name and Account Number.** The Company acknowledges and agrees that, if an Entry describes the receiver inconsistently by name and account number, payment of the Entry may be made on the basis of the account number even if it identifies a person different from the named receiver, and the Company's obligation to pay the amount of the Entry to the Financial Institution is not excused in such circumstances.
30. **Miscellaneous.** The Financial Institution may amend the terms of this Agreement from time to time upon thirty (30) days' written notice to the Company. Financial Institution may terminate this Agreement at any time for any reason, in its sole discretion, without liability. The Company may terminate this Agreement upon ten (10) days' written notice to the Financial Institution except that the Company may terminate the Agreement immediately if the terms of the Agreement are materially breached by the Financial Institution. Any termination of this Agreement shall not affect any of the Financial Institution's rights and the Company's obligations with respect to Entries initiated by the Company prior to the effective time of such termination, or the payment of obligations of the Company with respect to services performed by the Financial Institution prior to the effective time of such termination, or any other obligations that shall survive termination. The provisions of this Agreement that are necessary to give effect to the purposes of this Agreement shall survive its termination. The Financial Institution may assign this Agreement or any of its rights and duties hereunder without prior notice to or consent by Company, but the Company may not assign this Agreement or any of the rights or duties hereunder to any person without the Financial Institution's prior written consent. This Agreement shall be governed by and construed in accordance with the law of the state of Minnesota. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may be executed by a party by electronic or facsimile transmission of the party's signature, and said electronic or facsimile copy shall have the same force and effect as any originally-signed document delivered in person. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
31. **Recording and Use of Communications.** The Company and the Financial Institution agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. The Financial Institution shall not be obligated to make such recordings.
32. **Data Retention.** The Company shall retain data on Files adequate to permit the remaking of Entries for five (5) Business Days following the date of their transmittal by the Financial Institution as provided herein, and shall provide such data to the Financial Institution upon its request.
33. **Entire Agreement.** This Agreement (including the Schedules, all of which are incorporated herein by reference) is the complete and exclusive statement of the agreement between the Financial Institution and the Company with respect to the

subject matter hereof and supersedes any prior agreement(s) between the Financial Institution and the Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement, or the Schedules or any agreements governing the Account, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which the Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Financial Institution shall incur no liability to the Company as a result of such violation or amendment. No course of dealing between the Financial Institution and the Company will constitute a modification of this Agreement or constitute an agreement between the Financial Institution and the Company regardless of whatever practices and procedures the Financial Institution and the Company may use.

34. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party. In the event of a breach of the security procedure, the Company agrees to assist the Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing the Financial Institution or the Financial Institution's agent access to Company's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the security procedure. The Company further agrees to provide to the Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by the Company, the Company's agents, law enforcement agencies, or any other third party. Failure of the Company to assist the Financial Institution shall be an admission by the Company that the breach of the security procedure was caused by a person who obtained access to transmitting facilities of the Company or who obtained information facilitating the breach of the security procedure from the Company and not from a source controlled by the Financial Institution.

COMPANY  
City of Hanover

FINANCIAL INSTITUTION  
BANKWEST

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

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

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

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

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

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

## Schedule A Delivery of Files – Standard ACH

**A. Delivery location:** [www.bankwestmn.com](http://www.bankwestmn.com), [ACH@bankwestmn.com](mailto:ACH@bankwestmn.com), Fax 763-477-5232, 5921 Main Street, Rockford, MN 55373

**B. Format and content of Entries:** Files will normally be formatted based on the Rules. Companies should be referred to Appendix Three in the Rules for the specific formats. If the format used by Company is different from the standard ACH format, it should be included as an attachment.

**C. Acknowledgement of delivery:** The Financial Institution will verify a file received by telephone, email, fax or Cash Management with an Authorized Representative of the Company prior to origination of the transaction. The Authorized Representative will be required to provide the debit and credit totals of the file and the effective entry date as listed on the transmittal letter or input form. If an Authorized Representative is not available for verification, the file will not be processed until an Authorized Representative can be contacted on the next business day.

**D. Timing of Delivery:** If the Company is generating consumer credit batches, these must be delivered to the Financial Institution by 2:00 P.M. the day before the requested settlement day to ensure funds availability at the opening of business on settlement day. For all other Files/batches, the final delivery deadline is 2:00 P.M. the day before settlement day. The Company may deliver Files up to 5 days before the requested settlement day. The Financial Institution will hold those Files and process them to settle on the Effective Entry Date listed by the Company. Files will not be processed during holidays identified on the Federal Reserve Bank Holiday Schedule.

**E. Limits:** The total dollar amount of Entries transmitted by the Company to the Financial Institution on any single day shall not exceed **\$50,000.00**.

Files over this limit will be accompanied by a letter authorizing the Financial Institution to process the exception file and will be signed by an Authorized Representative other than the person signing the transmittal or entry form. A senior bank officer will further approve the exception file before it is accepted and processed.

**F. Notice by Financial Institution:** If an Entry is rejected, returned or if a Notification of Change is received, the Financial Institution shall notify the Company by placing a phone call and mailing a return notification letter.

All notices shall be provided to the following addresses for each party:

If to Financial Institution:	If to Company: City of Hanover
Operations Department	Attn: _____
info@bankwestmn.com	Email: _____
	FAX: _____

COMPANY: City of Hanover

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

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

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

## Schedule B Security Procedures

A. The following sets forth the security procedure with which the Company agrees to comply when transmitting or delivering Entries to the Financial Institution:

Company utilizes an Electronic method via an Internet banking application to send ACH files to the Financial Institution:

1. Entries transmitted by Company to the Financial Institution shall be encrypted by a commercially reasonable standard;
2. Company shall utilize a multi-factor authentication method as prescribed by Financial Institution.
3. Company and Financial Institution will use an out-of-band process to verify that the information transmitted is authorized and appropriate.

B. The Company agrees that the security procedure set forth above in Section A is commercially reasonable.

C. If the Company uses any method other than the security procedure set forth above in Section A to communicate, deliver, or transmit an Entry to the Financial Institution, by doing so the Company rejects the security procedure set forth in Section A, chooses an alternative security procedure, agrees that such alternative security procedure may not be found to be commercially reasonable, and agrees to be bound by any Entry, whether or not authorized, that was issued in the Company's name and accepted by the Financial Institution using the alternative security procedure selected by the Company.

COMPANY: City of Hanover

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

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

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

**Schedule C  
Fees**

<b>Setup Fee (one-time only)</b>	<b>\$25.00</b>
<b>Standard ACH Entry</b>	
Per File	<b>\$2.00</b>
Per transaction	
Debit	<b>\$.10</b>
Credit	<b>\$.10</b>
<b>Physical Token</b>	<b>\$12.00</b>
<b>Electronic Token</b>	<b>No Charge</b>
<b>Monthly charge per Token(physical or electronic)</b>	<b>\$1.00</b>
<b>Returns and Notifications of Change</b>	<b>\$5.00</b>
<b>Reversals</b>	
File Reversals	<b>\$20.00</b>
Single/Entry Reversals	<b>\$10.00</b>
Unauthorized Returns (R05, R07, R10, R29, R51)	<b>\$10.00</b>
<b>Investigations</b>	<b>\$50.00 per hour, \$15.00 minimum</b>

## Schedule D Authorized Representatives

**Authorized Representative List for: City of Hanover**

The undersigned certifies that the individuals listed below are the authorized representatives of this Company for the purposes set forth in the Agreement (“Authorized Representatives”). These Authorized Representatives are authorized to act on behalf of the Company to transmit, add, amend or cancel Entries or communicate with or provide instructions to the Financial Institution concerning the matters governed by the Agreement.

Name (printed)	Signature	Phone Number	Add	Delete	Date
			Check one		
Brian Hagen		763-497-3777 ex. 1	X		9/6/17
Jackie Heinz		763-497-3777 ex. 5	X		9/6/17

To add or delete Authorized Representatives, the Company shall provide the Financial Institution with a revised **Schedule D** signed by an authorized signor of the Company. Until the Financial Institution receives such revised **Schedule D** and has had a reasonable opportunity to act on it, Financial Institution shall continue to use previously designated Authorized Representatives and rely on all information provided by such Authorized Representatives.

COMPANY: City of Hanover

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

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

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

**Schedule E**  
**Additional Originator Obligations for Specific Standard Entry Class (SEC) Codes**

*Check the box next to the approved ACH service:*

- PPD – Prearranged Payment or Deposit*
- CCD – Corporate Credit or Debit*

**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 September, 2017.

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 09-05-17-89**

**A RESOLUTION APPROVING UBS FINANCIAL SERVICES INC.  
CERTIFICATION AND AGREEMENT OF  
GOVERNMENT/GOVERNMENT RELATED ENTITY**

**WHEREAS**, the City of Hanover invests money with UBS Financial Services Inc. (UBS); and

**WHEREAS**, UBS has submitted the attached Certification and Agreement of Government/Government-Related Entity for approval.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota hereby approves the attached agreement.

**BE IT FURTHER RESOLVED**, that the City authorizes Brian Hagen and Jackie Heinz as an Officer/Representative of the City with UBS.

**BE IT FURTHER RESOLVED**, that the City Council authorizes its City Administrator to execute the agreement on behalf of the City.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of September, 2017.

APPROVED BY:

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

ATTEST:

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



## Certification and Agreement of Government/ Government-Related Entity

Entity Name \_\_\_\_\_

This certification and agreement (Agreement) of the entity identified above (Client), based on the authorized action of its governing body, amends and supplements the provisions contained in the Client Relationship Agreement and any Investment Advisory Agreement or Consulting Services Agreement executed between Client and UBS Financial Services Inc. or UBS Financial Services Inc. of Puerto Rico as applicable (UBS) (all documents including the Agreement collectively referred to as the "UBS Agreements"). Defined terms used in this Agreement have the same meaning as in the other UBS Agreements unless otherwise defined in this Agreement.

**Please review this Agreement, include the appropriate signature(s) where indicated on page 2 and return it to your Financial Advisor.**

In connection with UBS's agreement to provide services to the Client according to the UBS Agreements, and after review of all federal, state and local laws and regulations applicable to the Client and its investments, and consultation with its counsel, the Client hereby represents to UBS and agrees to the following with respect to all of its UBS accounts and relationships:

### **Custody (Applicable only if UBS holds or will hold Client assets)**

UBS is eligible to accept, deposit and custody the Client's securities and related assets, and there are no further steps that UBS must take to assure this eligibility.

### **Investment policy and compliance with applicable laws**

The Client represents that, in the event it has provided a written investment policy statement (Investment Policy) to UBS, it reflects investments that are permissible according to applicable federal, state and local laws and regulations, and it has been approved by the Client's governing body. The Client also represents, warrants and agrees that, unless otherwise agreed to in a written agreement under UBS Institutional Consulting or UBS DC Advisory (Consulting Services Agreement) or other document signed by UBS:

- The Client is the sole party responsible for directing its investments;
- The Client is the sole party responsible for monitoring Client's account(s) with UBS to conform with the Client's Investment Policy;
- The Client is the sole party responsible for ensuring that Client's account(s) with UBS and any authorized trade for the Client's account(s) with UBS complies with the Client's Investment Policy;
- UBS shall have no obligation to monitor the Client's account(s) with UBS or to monitor any trade or trades for the Client's account with UBS, for conformance with the Client's Investment Policy or to inform the Client if UBS believes a trade or position in the Client's account does not, or may not, conform with the Client's Investment Policy; and
- The Client has reasonable procedures and controls in place to prevent the Client from directing investments outside the scope of the Client's Investment Policy or applicable law, and to monitor the Client's account with UBS for ongoing conformance with the Client's Investment Policy.

The Client acknowledges that, by accepting an Investment Policy from the Client (if applicable), UBS does not take on any additional duties or obligations over and above those set forth in the UBS Agreements.

### **UBS relationship and the Municipal Advisor Rule**

The Client understands and agrees that UBS will not act as an investment advisor or a fiduciary either to the Client or for the Client's account(s) with UBS, except and to the extent agreed in a UBS investment advisory contract.

The Client also understands and agrees that UBS will not act as a municipal advisor as defined under Section 15B of the Securities Exchange Act of 1934, Rule 15Ba1 et seq. (the "Municipal Advisor Rule") to the Client and will not provide advice on investment strategies, including investing municipal bond proceeds, or advice with respect to municipal financial products, including municipal derivatives and guaranteed investment contracts. To ensure the firm does not inadvertently become a municipal advisor to you, please make one of the two representations by checking the relevant box.



I certify:

- (a) I am an official representative of the Client listed below, and am authorized to sign this certification;
- (b) I have access to the appropriate information or have direct knowledge of the source of the funds in the account(s) or arrangement that the Client has with UBS that enable me to make these representations and for the purposes of the Municipal Advisor Rule relating to the registration of municipal advisors;

*No bond proceeds or escrow investments*

None of the funds currently invested in or through the account(s) or arrangement that Client has with UBS, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments. I further certify that the Client will not invest any funds in or through the Firm that constitute proceeds of municipal securities or municipal escrow investments without first notifying the Firm in writing;

*Have bond proceeds or escrow investments and represented by Municipal Advisor*

Some or all of the funds currently invested in or through the account(s) or arrangement that Client has with the Firm, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments, and we are represented or will be represented by an independent registered Municipal Advisor;

*Have bond proceeds or escrow investments and NOT represented by Municipal Advisor*

Some or all of the funds currently invested in or through the account(s) or arrangement that Client has with the Firm, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments, and we are NOT represented and will NOT be represented by an independent registered Municipal Advisor;

This Agreement shall continue to be effective until written notice of amendment or revocation is received by UBS.

This Agreement shall continue to benefit the Client's successors and assigns, by merger, consolidation or otherwise.

**Liability**

The Client understands that UBS, its affiliates, and their respective directors, officer, agents and employees will rely on the accuracy of the representations made in this Certification and Agreement and will not be responsible to the Client for any losses or other damages that may arise out of any false or inaccurate representations.

**Authorized persons**

The individuals signing below represent and certify that the Client's governing body has:

- Approved this Agreement;
- Authorized the individuals signing below to execute and deliver this Agreement for and on behalf of the Client; and
- Authorized and directed each individual signing below to act on the Client's behalf in connection with opening the Client's account(s) with UBS, obtaining services from UBS, and in directing investments for the Client's account(s) with UBS.

**Conflicts**

**In the event of any conflict between the terms of this Agreement and the terms of a Consulting Services Agreement, the terms of the Consulting Agreement will control. In the event of any conflict between the terms of this Agreement and any other UBS agreement, this Agreement will control.**

		
	<i>Signature</i>	<i>Print Name and Title</i>
		
	<i>Signature</i>	<i>Print Name and Title</i>
		
	<i>Signature</i>	<i>Print Name and Title</i>
		
	<i>Signature</i>	<i>Print Name and Title</i>

**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 September, 2017.

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 09-05-17-90**

**A RESOLUTION APPROVING RELEASE OF ESCROWS FROM  
QUAIL PASS SECOND ADDITION**

**WHEREAS**, all terms of the Developer’s Agreement have been satisfied.

**WHEREAS**, the developer has requested the release of escrow funds held by the City.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota hereby approves the all escrow funds in the amount of \$11,937.09 associated with Quail Pass Second Addition.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of September, 2017.

APPROVED BY:

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

ATTEST:

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

# Collaborative Planning, LLC

## Memorandum

Date: August 31, 2017  
To: Honorable Mayor and Council  
From: Cindy Nash, City Planner  
RE: Crow River Heights West Third Addition - Development Agreement and Escrow Pledge and Payment Agreement

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A requirement of every developer prior to the commencement of construction on a subdivision is to enter into a development agreement with the City. This agreement specifies how the development will be constructed, financial considerations, and financial security in the event that the development does not proceed as agreed to. A draft of the development agreement for Crow River Heights West Third Addition is included in the packet.

Every development agreement includes a financial security that the City can utilize in the event that the developer defaults on the terms of the agreement to pay for construction costs, engineering fees, or other items as outlined in the development agreement. This financial security is typically in the form of a letter of credit (LOC) that is issued by an FDIC-insured bank. An LOC is the simplest and most risk-free form of security for a city to receive.

The developer for Crow River Heights West Third Addition is not utilizing traditional bank financing for their development. Typically, securing an LOC from an FDIC-insured bank is more difficult when that bank is not holding the construction loan. Staff/consultants have negotiated an option for an Escrow Pledge and Payment Agreement (also attached) for consideration by the City Council as an alternative to an LOC. Under this agreement, the construction loan proceeds plus 25% additional funding are placed in escrow with a title company. Pay requests are processed periodically and signed off by both the developer and City prior to the escrow company paying the contractors. In the event the developer is not meeting the terms of the development agreement, the City can draw on this escrow to cure deficiencies similar to how it would with an LOC. This method of financial security is more work for the City (the costs for additional time would be paid for by the developer through pass-through invoicing), but provides a similar level of financial security to the City as the LOC.

Both of these agreements are still being reviewed by the developer, and we anticipate that changes will be made to the draft agreement and that updated copies will be provided to the Council at Tuesday's meeting.

### Attachments:

- 1) Development Agreement
- 2) Escrow Pledge and Payment Agreement

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

**THIS AGREEMENT**, dated [REDACTED], 2017, by and between the City of Hanover, a Minnesota municipal corporation (“City”) and Backes Companies, Inc., a Minnesota 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 THIRD ADDITION and shall hereinafter be referred to in its entirety as the “Subject Property”; and

**WHEREAS**, Developer intends to subdivide 14.58 acres into thirty (30) 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. 07-10-17-75 adopted on July 10, 2017 (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 THIRD 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 THIRD ADDITION consisting of thirty (30) single-family residential lots. This Development Agreement sets forth the terms and conditions for development of CROW RIVER HEIGHTS WEST THIRD 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 THIRD 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 to C1-2
- Site Plan – Sheets C2-1 to C2-2

Grading Plan – Sheets C3-1 to C3-2  
SWPPP Plan & Notes – Sheets C3-3 to C3-5  
Sanitary Sewer & Watermain Plans – Sheets C4-1 to C4-2  
Street & Storm Plans – Sheets C5-1 to C5-3  
Details – Sheets C8-1 to C8-2  
Landscape Plans – Sheets L1-1 to L1-2 (last revised June 5, 2017)  
Landscape Details – Sheet L2-1 (last revised June 5, 2017)

## **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 THIRD 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, 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 Escrow Pledge and Payment Agreement 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 31, 2017. 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. Developer shall grant to City temporary easements for cul de sacs on Jordan and Jasmine Avenues NE for emergency turnaround purposes. Said temporary easements shall remain effective until future phases of development extend these streets. The temporary easements shall be approved by the City Attorney.

**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 14.58 acres. Therefore, Developer' trunk area charges are as follows:

Sanitary Sewer Trunk Charge	\$2,270/unit
Municipal Water Trunk Charge	\$903/unit
Storm Water Trunk Fee	\$0.08/sq. ft.
<b>TOTAL CHARGES</b>	<b>\$145,998</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 \$35,000. 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 \$787,233.88 (Estimated Construction Costs x 125%).

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 \$ 50,000 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 parties hereto acknowledge and agree that no park and trail dedication is required for this development in that the September 21, 2007 Developer's Agreement for Crow River Heights West 1<sup>st</sup> Addition recognized that future phases of the Crow River Heights West development would receive a credit of 31 park dedication units. The Crow River Heights West 3<sup>rd</sup> Addition, governed this Agreement, will utilize 30 of the 31 unit credits, with one unit remaining for future additions.

**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 \$1,000.63.

**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 escrow of \$2,000 per lot, or such other 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 Companies, 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, P.O. Box 278, Hanover, MN 55341-0278.

Comment [JTS1]: Need address

**28. Lots with Road and Utilities.** Lots 9-12 of Block 3 and Lot 1 of Block 4 of the approved final plat have roads and utilities extended to them. The Developer may

Comment [JTS2]: City Engineer to confirm



The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ the \_\_\_\_\_ of Backes Companies, Inc., a Minnesota corporation, with authority and on behalf of the corporation.

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

**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 \_\_\_\_\_, 2017, by \_\_\_\_\_ the \_\_\_\_\_ of Finance FOR Fund, LLC.

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



### Exhibit A

That part of the North Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 34, Township 120 North, Range 24 West 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 958.45 feet; thence South 1 degree 07 minutes 09 seconds East a distance of 381.50 feet to the point of beginning of the land to be described; thence North 1 degree 07 minutes 09 seconds West a distance of 381.50 feet; thence South 88 degrees 52 minutes 51 seconds West, along said north line a distance of 193.00 feet; thence South 19 degrees 21 minutes 05 seconds East a distance of 346.94 feet; thence South 76 degree 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 northerly and northeasterly, along the west and north lines of said Block 3, a distance of 462.87 feet to the most northerly corner of Lot 2, said Block 3, said point also being the southwest corner of Lot 5, Block 6, CROW RIVER HEIGHTS EAST THIRD ADDITION, said Wright County; thence northerly and northwesterly, along the westerly line of said Block 6, a distance of 322.42 feet to the most westerly corner of Lot 1, said Block 6; thence northeasterly, along the northwesterly line of said Lot 1, a distance of 108.31 feet, to a westerly corner of said CROW RIVER HEIGHTS EAST THIRD ADDITION; thence North 4 degrees 35 minutes 34 seconds West, along the west line of said CROW RIVER HEIGHTS EAST THIRD ADDITION, a distance of 69.57 feet to the most southerly corner of Lot 2, Block 7, said CROW RIVER HEIGHTS EAST THIRD ADDITION; thence northwesterly 144.73 feet to the most westerly corner of said Lot 2, Block 7, said point also being the most southerly corner of Lot 1, Block 2, said CROW RIVER HEIGHTS WEST FIRST ADDITION; thence northwesterly and southwesterly, along the southerly lines of said Block 2, a distance of 329.85 feet to the most southerly corner of Lot 5, said Block 2; thence northwesterly along the west line of said Lot 5, Block 2, a distance of 153.39 feet to the northwest corner of said Lot 5, Block 2; thence northwesterly, along the west line of said CROW RIVER HEIGHTS WEST FIRST ADDITION, a distance of 239.97 feet to the southwest corner of Lot 5, Block 1, said CROW RIVER HEIGHTS WEST FIRST ADDITION; thence northwesterly, along the west line of said Lot 1, Block 1 a distance of 221.94 feet to the northwest corner of said Lot 5, Block 1; thence South 83 degrees 48 minutes 38 seconds West, a distance of 38.25 feet to the point of beginning and there terminating.

## ESCROW PLEDGE AND PAYMENT AGREEMENT

### CROW RIVER HEIGHTS WEST 3<sup>rd</sup> ADDITION

This Escrow Pledge and Payment Agreement (the “Agreement”) made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Hanover, a municipal corporation organized under the laws of the State of Minnesota, party of the first part (hereinafter referred to as “City”); Backes Companies, Inc., a corporation organized under the laws of the State of Minnesota, party of the second part (hereinafter referred to as “Developer”); and Land Title, Inc., a corporation organized under the laws of the State of Minnesota, party of the third party (hereinafter referred to as “Escrow Agent”);

#### WITNESSETH

WHEREAS, City has given, by Resolution No. 07-10-17-75 dated July 10, 2017, the terms of which are incorporated herein by reference, final approval to the subdivision referred to as “Crow River Heights West 3<sup>rd</sup> Addition,” situated in the City of Hanover, Minnesota; and

WHEREAS, City and Developer have entered into a Developer’s Agreement dated \_\_\_\_\_, 2017, a copy of which is attached hereto as **Exhibit “A”** and made a part hereof; and

WHEREAS, pursuant to the Developer's Agreement, amongst other obligations, Developer agrees to install the improvements set forth in Paragraph 6 therein; and

WHEREAS, Developer has made a deposit with Escrow Agent to finance the cost of the construction and installation of the improvements described in Paragraph 6 of the Developer's Agreement to ensure sufficient funds are available to complete the same and to satisfy the warranty obligations due to the City under Paragraphs 6 and 23 of the Developer's Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants hereinafter contained, it is hereby agreed as follows:

1. The recitals set forth above are incorporated into this Agreement by reference as though set out in full.
2. Escrow Agent hereby represents and warrants that it has on deposit, in good and collected funds, held in a separate account solely for the purposes of payments under this Agreement, the sum of \$787,233.88 to be used for, and only for, the payments for the costs of construction, installation, and correction of the improvements identified in Paragraph 6 of the Developer's Agreement in the manner and subject to all other conditions for construction, installation, and correction and warranty as required by the Developer's Agreement and for curing any default of Developer of the Developer's Agreement.
3. Upon receipt of invoices for labor or material or other work performed or contemplated in said Developer's Agreement for the improvements listed in Paragraph 6 of the Developer's Agreement, which invoices are approved for payment by both the

Developer and the City engineer, Escrow Agent shall pay said invoices, it being understood and acknowledged by and between the City, the Developer and Escrow Agent that approval for payment of invoices by the City does not constitute the City's approval or acceptance of the work or labor performed or materials supplied which are represented by said invoices. Nothing herein obligates the City to make any payments to Developer or Developer's contractors, subcontractors, or vendors and this Agreement affords no rights or remedies to Developer's contractors, subcontractors, or vendors to claim payment from the funds held by Escrow Agent or payment from the City.

4. The specific improvements in Paragraph 6 of the Developer's Agreement which may be paid by the Escrow Agent pursuant to the terms of this Agreement are shown on the approved plans prepared by Loucks, Inc. containing the following plan sheets:

- Cover Sheet – Sheet CO-1
- Existing Conditions – Sheets C1-1 to C1-2
- Site Plan – Sheets C2-1 to C2-2
- Grading Plan – Sheets C3-1 to C3-2
- SWPPP Plan & Notes – Sheets C3-3 to C3-5
- Sanitary Sewer & Watermain Plan – Sheets C4-1 to C4-2
- Street & Storm Plans – Sheets C5-1 to C5-3
- Details – Sheets C8-1 to C8-2
- Landscape Plans – Sheets L1-1 to L1-2 (last revised June 5, 2017)
- Landscape Details – Sheet L2-1 (last revised on June 5, 2017)

5. Upon completion of construction of the improvements as identified in Paragraph 6 of the Developer's Agreement, the City shall inspect the improvements and determine if it is appropriate for the Escrow Agent to make final payments to contractors and vendors as per the contracts between Developer and contractors and vendors. Approval for

interim or final payment does not indicate any acceptance by the City of such improvements.

6. Following final payment and clearance of any punch list items, the Escrow Agent must retain the sum of \$157,446.78 to assure that Developer has met all of its obligations under the Development Agreement.

7. The \$157,446.78 shall be returned to the Developer only upon receipt by Escrow Agent of a written certification from the City that the Developer has met all of its obligations under the Development Agreement, and that the funds may be returned to the Developer.

8. Prior to commencement of construction of any of the improvements required under Paragraph 6 of the Developer's Agreement, Developer must provide to the City and the Escrow Agent a current sworn construction cost statement detailing the cost for the construction of said improvements. Such sworn construction cost statement must be updated on a monthly basis and submitted to the City and the Escrow Agent with the monthly draw request. Draw requests can be submitted no more than once per month for work completed in the prior month. The draw request shall be on a form approved by the City and the Escrow Agent and shall contain such detail and information as the City and the Escrow Agent may require.

9. In the event of a default of any of the Developer's obligations to the City under the Developer's Agreement, the City is entitled to receive from the Escrow Agent funds necessary to cure such default regardless of whether the default relates to the obligation

of the Developer to construct the improvements set forth in Paragraph 6 of the Developer's Agreement.

10. Escrow Agent shall provide a monthly report to the City and the Developer which summarizes amounts paid in previous draw requests and amounts paid in the current draw request and, after payment of such amounts, the balance remaining in the separate account in which the funds deposited by the Developer are held. City may, at reasonable times and upon reasonable notice, audit and review the records of the Developer and the Escrow Agent in relation to work completed and disbursements made.

11. It is essential that the materials used in the construction of the improvements described herein be completed in accordance with the Developer's Agreement and the approved plans outlined above. Such improvements must be constructed on a timely basis as indicated in the Developer's Agreement. Upon the failure of the Developer to fully comply with the terms of the Developer's Agreement or if, in the City's opinion, the Developer is not making a good faith effort to timely complete said improvements, the City may in addition to any other remedy it may have enter upon the project and perform, or cause to have performed, any obligation on behalf of the Developer to be performed pursuant to the Developer's Agreement and to draw upon the funds above provided and held by Escrow Agent, to make payment therefor with said funds. In the event said funds are insufficient to complete the improvements outlined in Paragraph 6 of the Developer's Agreement, the City may complete the improvements and assess the additional costs thereof to the property benefited. Developer consents to such assessment and waives any irregularity or right to appeal in relation to such an assessment.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective on the date and year first above written.

COUNTERPART SIGNATURE PAGES TO FOLLOW

**CITY**

City of Hanover

---

By: Chris Kauffmann

Its: Mayor

---

By: Brian Hagen

Its: City Administrator

STATE OF MINNESOTA        )  
  )ss.  
COUNTY OF WRIGHT        )

The foregoing instrument was acknowledge before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Chris Kauffmann and Brian Hagen, the Mayor and City Administrator, respectively, of the City of Hanover, a Minnesota municipal corporation, on behalf of the corporation.

---

Notary Public

**DEVELOPER**

BACKES COMPANIES, INC.

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

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of Backes Companies, Inc., a Minnesota corporation company, on behalf of the limited liability company.

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

**ESCROW AGENT**

LAND TITLE, INC.

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of Land Title, Inc., a Minnesota limited liability company, on behalf of the corporation.

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

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

**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 September, 2017.

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 09-05-17-91**

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT AND ESCROW PLEDGE  
AND PAYMENT AGREEMENT FOR A PROJECT KNOWN AS CROW RIVER HEIGHTS  
WEST THIRD ADDITION**

**WHEREAS**, Backes Development, LLC (“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 subdivisions intended to bear the name CROW RIVER HEIGHTS WEST THIRD ADDITION and shall hereinafter be referred to in its entirety as the “Subject Property”; and

**WHEREAS**, Developer intends to subdivide 14.58 acres into thirty (30) 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. 07-10-17-75 adopted on July 10, 2017, 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 THIRD ADDITION (hereafter “Improvements”) be installed to serve the Subject Property and be financed by Developer; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves the Development Agreement and the Escrow Pledge and Payment Agreement, 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 September, 2017.

APPROVED BY:

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Chris Kauffman, Mayor

ATTEST:

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Brian Hagen, City Administrator

## Exhibit A

That part of the North Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 34, Township 120 North, Range 24 West 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 958.45 feet; thence South 1 degree 07 minutes 09 seconds East a distance of 381.50 feet to the point of beginning of the land to be described; thence North 1 degree 07 minutes 09 seconds West a distance of 381.50 feet; thence South 88 degrees 52 minutes 51 seconds West, along said north line a distance of 193.00 feet; thence South 19 degrees 21 minutes 05 seconds East a distance of 346.94 feet; thence South 76 degree 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 northerly and northeasterly, along the west and north lines of said Block 3, a distance of 462.87 feet to the most northerly corner of Lot 2, said Block 3, said point also being the southwest corner of Lot 5, Block 6, CROW RIVER HEIGHTS EAST THIRD ADDITION, said Wright County; thence northerly and northwesterly, along the westerly line of said Block 6, a distance of 322.42 feet to the most westerly corner of Lot 1, said Block 6; thence northeasterly, along the northwesterly line of said Lot 1, a distance of 108.31 feet, to a westerly corner of said CROW RIVER HEIGHTS EAST THIRD ADDITION; thence North 4 degrees 35 minutes 34 seconds West, along the west line of said CROW RIVER HEIGHTS EAST THIRD ADDITION, a distance of 69.57 feet to the most southerly corner of Lot 2, Block 7, said CROW RIVER HEIGHTS EAST THIRD ADDITION; thence northwesterly 144.73 feet to the most westerly corner of said Lot 2, Block 7, said point also being the most southerly corner of Lot 1, Block 2, said CROW RIVER HEIGHTS WEST FIRST ADDITION; thence northwesterly and southwesterly, along the southerly lines of said Block 2, a distance of 329.85 feet to the most southerly corner of Lot 5, said Block 2; thence northwesterly along the west line of said Lot 5, Block 2, a distance of 153.39 feet to the northwest corner of said Lot 5, Block 2; thence

northwesterly, along the west line of said CROW RIVER HEIGHTS WEST FIRST ADDITION, a distance of 239.97 feet to the southwest corner of Lot 5, Block 1, said CROW RIVER HEIGHTS WEST FIRST ADDITION; thence northwesterly, along the west line of said Lot 1, Block 1 a distance of 221.94 feet to the northwest corner of said Lot 5, Block 1; thence South 83 degrees 48 minutes 38 seconds West, a distance of 38.25 feet to the point of beginning and there terminating.

**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 September, 2017.

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 09-05-17-92**

**A RESOLUTION APPROVING 2018 PRELIMINARY BUDGET & LEVY**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota hereby adopts the 2018 Preliminary Budget as follows:

- City of Hanover General Fund Budget
  - General Government           \$ 534,570
  - Public Safety                   \$ 486,280
  - Public Works                   \$ 446,861
  - Culture and Recreation       \$ 55,900
  - Transfers Out                  \$ 0
  - Transit                          \$ 5,000
  - **Total**                         **\$ 1,528,611**
  
- Hanover EDA Budget               \$ 50,000

**BE IT FURTHER RESOLVED**, that the City Council hereby levies the following sums of money, collectible 2018, upon the taxable property in the City of Hanover as follows:

- City of Hanover Levy               \$ 1,544,817
- Hanover EDA Levy                  \$ 49,000

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of September, 2017.

APPROVED BY:

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Chris Kauffman, Mayor

ATTEST:

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Brian Hagen, City Administrator

**Preliminary Levy Certification  
2018 Revenue Budget**

Account	Description	Category	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	06-31-17 Actual	2017 Budget	% of Budget	2018 Budget	% Change	Comments
100-31000	Property Taxes - City	TAXES	957,722	981,814	940,618	1,026,640	783,871	255,307.89	830,524		881,462		
100-31020	Property Taxes - Fire Dept	TAXES	96,217	95,882	99,864	95,624	112,838	55,600.00	111,200		129,904		
100-31800	Franchise Fees	TAXES	8,096	14,452	12,194	13,150	14,500	3,792.44	12,000		15,000		
	<b>Total Taxes</b>		<b>1,062,035</b>	<b>1,092,148</b>	<b>1,052,676</b>	<b>1,135,414</b>	<b>911,209</b>	<b>314,700</b>	<b>953,724</b>	<b>33%</b>	<b>1,026,366</b>	<b>8%</b>	
100-32110	Alcoholic Beverages	LIC PERM	10,387	10,305	10,370	10,370	10,420	10,385	10,370		10,370		5 Liquor License Renewals
100-32180	Other Bus. Lic. & Permits	LIC PERM	650	1,561	700	362	482	1,490	100		400		Utility Permits/Solicitors License
100-32210	Building Permits	LIC PERM	77,849	190,003	154,881	139,675	180,198	33,174	50,000		140,000		
100-32240	Animal Licenses	LIC PERM	240	340	120	260	200	50	100		100		
100-32260	Solid Waste Hauler Licenses	LIC PERM	400	3,000	1,000	500	1,500	1,500	1,500		1,500		
100-32270	Rental Dwelling Licenses	LIC PERM	1,105	-	1,050	-	1,215	90	0		800		
100-32280	Other Non-Bus. Lic. & Permits	LIC PERM	374	74	37	45	55	19	50		50		Burn Permits
	<b>Total Lic Perm</b>		<b>91,005</b>	<b>205,283</b>	<b>168,158</b>	<b>151,212</b>	<b>194,070</b>	<b>46,708</b>	<b>62,120</b>	<b>75%</b>	<b>153,220</b>	<b>147%</b>	
100-33400	State Grants and Aid	INTGOVT	-	-	2,915	38,757	-	-	-		-		
100-33401	Local Gov't Aid (LGA)	INTGOVT	63,203	63,203	100,494	105,859	107,496	-	108,169		117,651		estimate
100-33410	MV Credit	INTGOVT	-	-	1,297	1,866	1,697	-	-		-		
100-33420	PERA Aid	INTGOVT	339	339	339	339	339	-	339		339		
100-33422	State Fire Aid	INTGOVT	24,521	34,204	36,371	42,219	39,121	4,790	36,000		39,000		estimate
100-33426	State Police Aid	INTGOVT	4,542	5,057	5,265	5,566	5,729	-	5,500		5,500		estimate
100-33610	County Grants/Aid for Roads	INTGOVT	-	-	14,488	13,342	-	-	-		-		
	<b>Total Intgovt</b>		<b>92,605</b>	<b>102,803</b>	<b>161,169</b>	<b>207,947</b>	<b>154,382</b>	<b>4,790</b>	<b>150,008</b>	<b>3%</b>	<b>162,490</b>	<b>8%</b>	
100-34000	Charges for Service	SERVICE	-	-	16,643	-	-	-	-		-		
100-34101	City Hall Rentals	SERVICE	5,050	4,800	6,700	8,915	8,315	6,645	9,175		10,000		
100-34107	Assessment Searches	SERVICE	375	725	350	475	400	250	400		400		
100-34108	Administrative Fees	SERVICE	1,346	1,402	2,710	2,447	2,433	2,600	1,500		2,000		
100-34109	Copies/Faxes	SERVICE	104	76	83	15	127	18	50		75		
100-34206	Other Public Safety Charges	SERVICE	-	-	-	-	-	150	-		-		Fire Emergency Services Fees
100-34207	Fire Protection	SERVICE	102,210	102,210	105,899	107,464	104,785	42,019	114,325		140,661		
100-34403	Recycling Rev/Reimb	SERVICE	3,494	8,264	26	6,902	6,372	1,561	6,000		6,000		
100-34780	Park Shelter Rental Fees	SERVICE	2,571	2,351	3,013	2,805	2,687	1,819	3,000		3,000		
100-34940	Cemetery Revenues	SERVICE	2,000	-	2,950	1,950	3,700	2,000	2,000		2,000		
	<b>Total Service</b>		<b>117,159</b>	<b>119,827</b>	<b>138,374</b>	<b>130,973</b>	<b>128,819</b>	<b>57,063</b>	<b>136,450</b>	<b>42%</b>	<b>164,136</b>	<b>20%</b>	
100-35100	Court Fines	FINES	861	1,420	315	2,643	2,254	1,780	2,000		2,000		
	<b>Total Fines</b>		<b>861</b>	<b>1,420</b>	<b>315</b>	<b>2,643</b>	<b>2,254</b>	<b>1,780</b>	<b>2,000</b>	<b>89%</b>	<b>2,000</b>	<b>0%</b>	
100-36100	Special Assessments	MISC	-	951	54	429	2,013	428	740		500		Lawn Mowing assessed
100-36200	Misc Revenues	MISC	5,355	67,479	2,592	13,012	10,454	875	900		900		Payment from Corcoran for FD assist for triathlon/supplies for HHF
100-36210	Interest Earnings	MISC	9,074	4,476	(528)	36,318	16,286	1,006	3,000		3,000		
100-36215	Investment Income/Loss	MISC	-	-	7,518	(100)	(1,872)	(289)	6,000		6,000		
100-36218	Grants	MISC	2,799	1,205	-	6,280	-	-	-		-		
100-36230	Contributions & Donations	MISC	5,096	2,742	2,075	8,597	6,000	1,925	3,600		2,000		Park Board Events
100-36235	Insurance Dividends	MISC	10,241	7,094	5,123	11,500	12,801	-	8,000		8,000		
100-36250	Damage Deposits	MISC	6,934	6,291	7,441	6,501	100	-	-		-		Moved to GL
100-36260	Refunds or Reimbursements	MISC	-	-	-	-	4	169	-		-		
100-36291	Sale of Vehicles/Equipment	MISC	3,300	1,300	100	-	1,702	-	-		-		
100-39101	Sales of General Fixed Assets	MISC	-	-	-	-	120,917	-	-		-		
100-39203	Transfers from Other Funds	MISC	-	-	-	-	19,200	-	-		-		
	<b>Total Misc</b>		<b>42,798</b>	<b>91,538</b>	<b>24,375</b>	<b>82,538</b>	<b>187,606</b>	<b>4,114</b>	<b>22,240</b>	<b>18%</b>	<b>20,400</b>	<b>-8%</b>	
	<b>Total Revenue</b>		<b>1,406,462</b>	<b>1,613,019</b>	<b>1,545,068</b>	<b>1,710,727</b>	<b>1,578,339</b>	<b>429,155</b>	<b>1,326,541</b>	<b>32%</b>	<b>1,528,612</b>	<b>15.23%</b>	

**Preliminary Levy Certification  
2018 Expenditure Budget**

Account	Description	Category	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	06-31-2017 Actual	2017 Budget	% of Budget	2018 Budget	% Change	Dollar Change	Comments
<b>General Government</b>														
100-41110-111	Committe Wages	COUNCIL	12,786	12,176	9,359	9,881	10,692	6,415	11,000		13,000		2,000	
100-41110-122	FICA	COUNCIL	793	755	572	632	658	398	682		806		124	
100-41110-123	Medicare	COUNCIL	185	177	134	143	154	93	160		189		29	
100-41110-208	Training & Instruction	COUNCIL	1,109	398	-	365	-	325	400		400		0	
100-41110-306	Dues & Subscriptions	COUNCIL	2,552	670	2,912	6,488	7,856	5,287	7,500		7,500		0	
100-41110-331	Travel Expenses	COUNCIL	801	158	160	76	-	-	500		500		0	
100-41110-437	Discretionary Miscellaneous	COUNCIL	3,396	3,586	5,701	3,128	11,287	627	3,000		10,000		7,000	
<b>Total Council</b>			<b>21,667</b>	<b>17,967</b>	<b>18,888</b>	<b>20,766</b>	<b>30,646</b>	<b>13,145</b>	<b>23,242</b>	<b>57%</b>	<b>32,395</b>	<b>39%</b>	<b>9,153</b>	
100-41330-111	Committe Wages	BRDS & COMM	2,850	2,280	2,820	2,820	3,270	-	4,000		4,000		0	
100-41330-208	Training & Instruction	BRDS & COMM	110	-	-	-	-	-	1,300		500		(800)	
100-41330-331	Travel Expenses	BRDS & COMM	-	374	18	21	-	-	100		100		0	
<b>Total Brds &amp; Comm</b>			<b>2,960</b>	<b>2,654</b>	<b>2,838</b>	<b>2,936</b>	<b>3,270</b>	<b>-</b>	<b>5,400</b>	<b>0%</b>	<b>4,600</b>	<b>-15%</b>	<b>(800)</b>	
100-41400-101	Full-Time Wages	CITY ADMIN	72,582	12,433	63,612	75,707	67,580	33,242	69,630		73,084		3,454	
100-41400-121	PERA	CITY ADMIN	4,377	-	4,553	5,870	5,043	2,607	5,222		5,481		259	
100-41400-122	FICA	CITY ADMIN	4,278	590	3,894	4,852	4,169	2,155	4,317		4,531		214	
100-41400-123	Medicare	CITY ADMIN	1,001	138	911	1,135	975	504	1,010		1,060		50	
100-41400-132	Employer Paid Life	CITY ADMIN	-	-	1,073	414	368	193	384		420		36	estimate
100-41400-151	Health Insurance Premium	CITY ADMIN	6,238	-	5,676	5,237	8,372	4,352	8,400		8,400		0	reflects monthly allotment
100-41400-208	Training & Instruction	CITY ADMIN	465	464	561	1,310	410	431	1,500		1,500		0	
100-41400-306	Dues & Subscriptions	CITY ADMIN	-	-	445	256	267	254	500		500		0	
<b>Total City Admin</b>			<b>116,408</b>	<b>57,941</b>	<b>82,640</b>	<b>98,574</b>	<b>87,184</b>	<b>43,737</b>	<b>90,963</b>	<b>48%</b>	<b>94,976</b>	<b>4%</b>	<b>4,014</b>	
100-41410-200	Office Supplies	ELECTION	1,162	-	3,005	-	1,631	-	7,000		18,000		11,000	Upgrade WC equipment
100-41410-310	Other Professional Services	ELECTION	3,660	-	5,317	79	4,016	-	-		5,000		5,000	Judge Wages
100-41410-351	Legal Notices Publishing	ELECTION	-	-	279	-	174	-	-		300		300	
100-41410-400	Repairs & Maintenance Cont	ELECTION	-	762	-	-	1,014	1,202	1,300		1,500		200	
<b>Total Election</b>			<b>4,822</b>	<b>762</b>	<b>8,601</b>	<b>79</b>	<b>6,835</b>	<b>1,202</b>	<b>8,300</b>	<b>14%</b>	<b>24,800</b>	<b>199%</b>	<b>16,500</b>	
100-41430-101	Full-Time Wages	CLERICAL	39,200	43,120	80,994	53,307	42,267	20,896	43,740		45,930		2,190	
100-41430-121	PERA	CLERICAL	2,827	1,832	5,711	3,798	3,154	1,638	3,280		3,445		164	
100-41430-122	FICA	CLERICAL	2,417	2,544	5,607	3,715	2,607	1,354	2,712		2,848		136	
100-41430-123	Medicare	CLERICAL	565	595	1,311	869	610	317	634		666		32	
100-41430-134	Employer Paid Life	CLERICAL	-	-	(3,996)	1,581	1,309	765	1,440		1,400		(40)	estimate
100-41430-151	Health Insurance Premium	CLERICAL	8,946	17,319	10,443	7,844	8,400	4,352	8,400		8,400		0	reflects monthly allotment
100-41430-208	Training & Instruction	CLERICAL	-	-	-	-	255	-	500		500		0	
100-41430-306	Dues & Subscriptions	CLERICAL	-	-	-	-	-	38	250		250		0	
<b>Total Clerical</b>			<b>53,956</b>	<b>65,410</b>	<b>115,462</b>	<b>74,280</b>	<b>58,602</b>	<b>29,360</b>	<b>60,956</b>	<b>48%</b>	<b>63,438</b>	<b>4%</b>	<b>2,481</b>	
100-41435-260	Uniforms	STAFF EXP	80	-	224	-	-	-	300		300		0	
100-41435-310	Other Professional Services	STAFF EXP	9,845	5,763	578	787	1,157	226	500		500		0	
100-41435-331	Travel Expenses	STAFF EXP	1,101	368	561	1,277	589	215	2,000		2,000		0	
<b>Total Staff Exp</b>			<b>17,144</b>	<b>14,017</b>	<b>2,620</b>	<b>3,290</b>	<b>1,746</b>	<b>442</b>	<b>2,800</b>	<b>16%</b>	<b>2,800</b>	<b>0%</b>	<b>0</b>	
100-41530-101	Full-Time Wages	ACCNT	59,281	78,673	-	24,895	51,158	24,406	52,955		54,600		1,645	
100-41530-121	PERA	ACCNT	3,464	5,869	-	1,800	3,818	1,565	3,975		4,095		120	
100-41530-122	FICA	ACCNT	3,676	5,019	-	1,446	2,941	1,504	3,283		3,385		102	
100-41530-123	Medicare	ACCNT	860	1,174	-	338	688	352	768		792		24	
100-41530-134	Employer Paid Life	ACCNT	-	-	-	348	980	327	996		840		(156)	estimate
100-41530-151	Health Insurance Premium	ACCNT	6,021	9,149	-	3,322	10,800	4,300	10,800		8,400		(2,400)	reflects monthly allotment
100-41530-208	Training & Instruction	ACCNT	-	-	-	-	690	-	1,000		1,000		0	
100-41530-306	Dues & Subscriptions	ACCNT	-	-	-	-	235	60	250		250		0	
100-41530-310	Other Professional Services	ACCNT	-	-	-	35,468	2,457	6,691	-		10,000		10,000	Audit Training/Prep estimate
<b>Total Acct</b>			<b>73,301</b>	<b>99,885</b>	<b>-</b>	<b>68,471</b>	<b>73,767</b>	<b>39,205</b>	<b>74,026</b>	<b>53%</b>	<b>83,362</b>	<b>13%</b>	<b>9,336</b>	
100-41540-301	Auditing & Accounting	AUDITING	19,840	22,740	27,812	23,400	29,243	20,900	24,300		20,900		(3,400)	Contracted cost
<b>Total Auditing &amp; Accounting</b>			<b>19,840</b>	<b>22,740</b>	<b>27,812</b>	<b>23,400</b>	<b>29,243</b>	<b>20,900</b>	<b>24,300</b>	<b>86%</b>	<b>20,900</b>	<b>-14%</b>	<b>(3,400)</b>	
100-41550-310	Other Professional Services	ASSESSING	16,316	16,889	17,328	17,772	17,828	11,485	18,000		20,000		2,000	Increase due to new plat

	<b>Total Assesing</b>		<b>16,316</b>	<b>16,889</b>	<b>17,328</b>	<b>17,772</b>	<b>17,828</b>	<b>11,485</b>	<b>18,000</b>	<b>64%</b>	<b>20,000</b>	<b>11%</b>	<b>2,000</b>	
100-41570-200	Office Supplies	PURCHASING	6,172	5,587	1,128	3,146	3,077	767	3,500		3,500		0	
100-41570-205	Bank Fees	PURCHASING	212	124	74	49	187	134	100		200		100	
100-41570-207	Computer Supplies	PURCHASING	1,268	4,472	4,284	3,092	5,876	11,119	12,000		8,000		(4,000)	
100-41570-220	Repair/Maintenance Supply	PURCHASING	6,724	8,425	1,939	2,367	3,670	1,690	4,000		4,000		0	
100-41570-322	Postage	PURCHASING	1,222	458	951	2,463	2,840	940	2,000		2,500		500	
100-41570-570	Office Equipment/Furniture	PURCHASING	2,501	1,305	120	210	-	-	-		6,000		6,000	Upgrade Conf. Chairs & PW Conf. Chairs
	<b>Total Purchasing</b>		<b>18,099</b>	<b>20,370</b>	<b>8,496</b>	<b>11,326</b>	<b>15,650</b>	<b>14,650</b>	<b>21,600</b>	<b>68%</b>	<b>24,200</b>	<b>12%</b>	<b>2,600</b>	
100-41600-310	Other Professional Services	COMPUTER				-	2,542	2,895	4,000		5,000		1,000	Increase for PW setup
	<b>Total Computer</b>		<b>-</b>	<b>-</b>	<b>4,693</b>	<b>3,693</b>	<b>2,542</b>	<b>2,895</b>	<b>4,000</b>	<b>72%</b>	<b>5,000</b>	<b>25%</b>	<b>1,000</b>	
100-41610-304	Legal Fees	ATTORNEY	13,799	19,286	20,536	18,947	25,247	12,615	22,440		23,500		1,060	
	<b>Total Attorney</b>		<b>13,799</b>	<b>19,286</b>	<b>20,536</b>	<b>18,947</b>	<b>25,247</b>	<b>12,615</b>	<b>22,440</b>	<b>56%</b>	<b>23,500</b>	<b>5%</b>	<b>1,060</b>	
100-41910-310	Other Professional Services	PLANNING & ZONING	11,489	24,092	26,511	19,945	24,771	7,903	29,500		20,000		(9,500)	Finish 2017 Comp Plan Update
	<b>Total Planning &amp; Zoning</b>		<b>11,489</b>	<b>24,092</b>	<b>26,511</b>	<b>19,945</b>	<b>24,771</b>	<b>7,903</b>	<b>29,500</b>	<b>27%</b>	<b>20,000</b>	<b>-32%</b>	<b>(9,500)</b>	
100-41940-210	Operating Supplies	BLDG & GRNDS	3,484	4,454	2,494	617	1,567	1,080	1,500		1,500		0	cleaning suplies, garbage bags, etc.
100-41940-220	Repair/Maintenance Supply	BLDG & GRNDS	4,943	10,195	(3,187)	9,461	10,286	2,629	7,000		7,000		0	
100-41940-306	Dues & Subscriptions	BLDG & GRNDS			250	250	250	250	300		250		(50)	Liquor License
100-41940-310	Other Professional Services	BLDG & GRNDS	432	6,508	6,998	6,016	7,208	3,488	1,000		9,000		8,000	cleaning contract and pest control
100-41940-321	Telephone	BLDG & GRNDS	4,851	5,851	4,476	3,282	3,139	1,944	3,500		4,200		700	Comcast
100-41940-325	Taxes	BLDG & GRNDS	6,723	6,439	258	220	214	320	250		300		50	sales and use tax
100-41940-381	Electric Utility	BLDG & GRNDS	6,964	10,328	8,927	14,122	8,917	2,942	11,250		14,000		2,750	City Hall & PW
100-41940-383	Gas Utilities	BLDG & GRNDS	3,382	4,799	6,698	3,642	3,047	2,467	6,250		8,000		1,750	City Hall & PW
100-41940-384	Refuse/Garbage Disposal	BLDG & GRNDS	1,862	5,313	(502)	2,540	2,552	1,668	3,250		3,500		250	City Hall & PW
100-41940-415	Other Equipment Rental	BLDG & GRNDS	499	-	-	121	-	-	500		500		0	
100-41940-520	Buildings & Structures	BLDG & GRNDS	-	637	5,591	5,346	3,402	1,012	4,500		4,500		0	
100-41940-560	Furniture & Fixtures	BLDG & GRNDS	-	3,149	535	1,961	242	117	2,500		2,500		0	
100-41940-580	Other Equipment	BLDG & GRNDS	160	352	308	1,263	226	-	500		500		0	
	<b>Total Bldg &amp; Grnds</b>		<b>97,170</b>	<b>106,016</b>	<b>32,848</b>	<b>48,842</b>	<b>41,048</b>	<b>17,916</b>	<b>42,300</b>	<b>42%</b>	<b>55,750</b>	<b>32%</b>	<b>13,450</b>	
100-41950-303	Engineering Fee	ENGINEERING	14,114	22,511	19,613	23,493	25,659	8,003	32,500		25,000		(7,500)	No Comp. Plan
	<b>Total Engineering</b>		<b>14,114</b>	<b>22,511</b>	<b>19,613</b>	<b>23,493</b>	<b>25,659</b>	<b>8,003</b>	<b>32,500</b>	<b>25%</b>	<b>25,000</b>	<b>-23%</b>	<b>(7,500)</b>	
100-41960-150	Workers Comp Premium	INSURANCE	1,730	2,086	845	259	8,543	3,067	8,799		9,000		201	entire City less Fire Department estimate
100-41960-361	General Liability Insurance	INSURANCE	22,340	21,946	24,476	24,785	19,245	21,536	18,860		22,000		3,140	entire City less Fire Department estimate
	<b>Total Insur</b>		<b>24,070</b>	<b>24,032</b>	<b>27,982</b>	<b>25,045</b>	<b>27,788</b>	<b>24,603</b>	<b>27,659</b>	<b>89%</b>	<b>31,000</b>	<b>12%</b>	<b>3,341</b>	
100-41970-341	Employment	LEGAL PUB	636	231	235	435	274	362	300		300		0	
100-41970-343	Other Advertising	LEGAL PUB	-	-	38	-	39	104	50		50		0	WC Journal Subscription
100-41970-351	Legal Notices Publishing	LEGAL PUB	985	1,925	1,621	768	1,814	108	2,000		2,000		0	Election Year
100-41970-354	Recording Fees	LEGAL PUB	654	128	441	-	-	-	500		500		0	
	<b>Total Legal Pub</b>		<b>2,274</b>	<b>2,284</b>	<b>2,336</b>	<b>1,203</b>	<b>2,127</b>	<b>574</b>	<b>2,850</b>	<b>20%</b>	<b>2,850</b>	<b>0%</b>	<b>0</b>	
100-48205-810	Refunds & Reimbursements	DAMAGE DEPOSIT	6,205	7,720	7,554	11,079	3,416	-	-		-		0	Moved to GL
	<b>Total Damage Deposit</b>		<b>6,205</b>	<b>7,720</b>	<b>7,554</b>	<b>11,079</b>	<b>3,416</b>	<b>-</b>	<b>-</b>		<b>-</b>		<b>#DIV/0!</b>	
	<b>Total General Gov't</b>		<b>513,634</b>	<b>524,577</b>	<b>426,758</b>	<b>473,140</b>	<b>477,369</b>	<b>248,635</b>	<b>490,836</b>	<b>51%</b>	<b>534,570</b>	<b>9%</b>	<b>43,735</b>	
<b>Public Safety</b>														
100-42101-310	Other Professional Services	HC SHERIFF	64,977	65,503	75,078	69,333	71,405	19,683	78,731		81,096		2,365	contract price
	<b>Total HC Sheriff</b>		<b>64,977</b>	<b>65,503</b>	<b>75,078</b>	<b>69,333</b>	<b>71,405</b>	<b>19,683</b>	<b>78,731</b>	<b>25%</b>	<b>81,096</b>	<b>3%</b>	<b>2,365</b>	
100-42102-310	Other Professional Services	WC SHERIFF	87,474	88,330	83,726	95,900	99,168	51,975	101,748		105,120		3,372	contract price
	<b>Total WC Sheriff</b>		<b>87,474</b>	<b>88,330</b>	<b>83,726</b>	<b>95,900</b>	<b>99,168</b>	<b>51,975</b>	<b>101,748</b>	<b>51%</b>	<b>105,120</b>	<b>3%</b>	<b>3,372</b>	
100-42210-103	Part-Time Wages	FIRE ADMIN	18,420	29,404	28,116	27,804	31,640	23,927	55,000		59,000		4,000	straight hourly pay/increased calls
100-42210-122	FICA	FIRE ADMIN	1,142	1,823	1,743	1,714	1,943	1,483	3,410		3,658		248	
100-42210-123	Medicare	FIRE ADMIN	267	426	408	401	454	347	798		856		58	
100-42210-142	Unemployment Benefits	FIRE ADMIN	-	-	-	22	-	55	-		-		0	
100-42210-150	Workers Comp Premium	FIRE ADMIN	6,731	7,042	6,679	7,137	7,947	3,180	8,344		8,500		156	estimate
100-42210-200	Office Supplies	FIRE ADMIN	-	359	167	131	241	411	200		350		150	
100-42210-305	Medical/Physical Fees	FIRE ADMIN	363	3,975	1,260	4,735	4,567	1,909	4,000		4,000		0	
100-42210-306	Dues & Subscriptions	FIRE ADMIN	1,042	884	562	572	605	1,714	950		1,000		50	
100-42210-361	General Liability Insurance	FIRE ADMIN	10,108	6,875	5,869	2,370	4,743	5,248	4,553		5,000		447	estimate
	<b>Total Fire Admin</b>		<b>38,073</b>	<b>50,788</b>	<b>45,975</b>	<b>45,125</b>	<b>52,140</b>	<b>38,274</b>	<b>77,255</b>	<b>50%</b>	<b>82,364</b>	<b>7%</b>	<b>5,108</b>	

100-42220-221	Equipment Parts	FIRE EQUIP	7,812	3,665	6,025	1,056	2,791	2,938	15,500	15,500	0		
100-42220-228	Medical Supplies	FIRE EQUIP	-	-	-	782	370	-	1,500	1,500	0		
100-42220-240	Small Tools/Equipment	FIRE EQUIP	581	718	132	-	537	-	850	850	0		
100-42220-260	Uniforms	FIRE EQUIP	7,551	8,599	780	10,864	7,559	2,456	4,500	28,500	24,000	Purchase extra to incorporate 2 sets each	
100-42220-580	Other Equipment	FIRE EQUIP	4,959	4,315	2,056	856	1,081	605	5,000	5,000	0		
	<b>Total Fire Equip</b>		<b>20,903</b>	<b>17,296</b>	<b>8,993</b>	<b>13,557</b>	<b>12,338</b>	<b>5,999</b>	<b>27,350</b>	<b>22%</b>	<b>51,350</b>	<b>88%</b>	<b>24,000</b>
100-42240-208	Training & Instruction	FIRE TRG	3,558	3,401	7,517	8,869	4,162	2,391	12,500	12,500	0		
100-42240-310	Other Professional Services	FIRE TRG	-	-	-	-	2,939	1,539	3,000	3,210	210	Contracted cost	
100-42240-331	Travel Expenses	FIRE TRG	1,468	1,099	852	792	2,137	656	1,500	1,500	0		
	<b>Total Fire Trg</b>		<b>5,025</b>	<b>4,500</b>	<b>8,369</b>	<b>9,661</b>	<b>9,238</b>	<b>4,586</b>	<b>17,000</b>	<b>27%</b>	<b>17,210</b>	<b>1%</b>	<b>210</b>
100-42260-212	Motor Fuels	FIRE VEHICLE	4,243	5,428	3,780	3,146	2,362	648	4,500	4,500	0		
100-42260-220	Repair/Maintenance Supply	FIRE VEHICLE	4,985	7,438	14,342	7,855	11,402	3,596	9,000	9,000	0		
100-42260-240	Small Tools/Equipment	FIRE VEHICLE	1,845	2,335	1,860	198	322	-	2,000	2,000	0		
100-42260-323	Radio Units	FIRE VEHICLE	2,250	1,107	2,661	5,035	8,481	3,439	7,465	7,805	340	add additional radios	
	<b>Total Fire Vehicle</b>		<b>13,324</b>	<b>16,307</b>	<b>22,643</b>	<b>16,235</b>	<b>22,567</b>	<b>7,683</b>	<b>22,965</b>	<b>33%</b>	<b>23,305</b>	<b>1%</b>	<b>340</b>
100-42280-215	Shop Supplies	FIRE BLDG	1,220	1,121	741	189	416	52	1,650	1,650	0		
100-42280-220	Repair/Maintenance Supply	FIRE BLDG	4,958	-	522	14,969	2,827	404	3,500	7,500	4,000	increase for hose testing	
100-42280-321	Telephone	FIRE BLDG	458	1,002	430	351	371	1,304	800	1,000	200		
100-42280-325	Taxes	FIRE BLDG	165	138	-	-	-	-	175	175	0		
100-42280-381	Electric Utilities	FIRE BLDG	4,450	4,696	3,722	3,636	3,861	1,194	4,500	4,500	0		
100-42280-383	Gas Utilities	FIRE BLDG	1,483	2,569	3,673	2,855	1,935	1,377	3,000	3,000	0		
	<b>Total Fire Bldg</b>		<b>12,733</b>	<b>9,526</b>	<b>9,088</b>	<b>21,999</b>	<b>9,410</b>	<b>4,331</b>	<b>13,625</b>	<b>32%</b>	<b>17,825</b>	<b>31%</b>	<b>4,200</b>
100-42290-124	State Aid Pensions	FRA	27,621	41,704	37,871	42,415	38,746	-	36,000	39,000	3,000	pass through fund	
100-42290-125	Other Retirement Contributions	FRA	-	-	-	-	11,134	-	11,134	12,011	877	31% of two year's prior state aid paid by City for ti	
100-42290-301	Auditing & Accounting	FRA	-	10,683	5,800	6,580	6,100	6,200	6,500	6,500	0	billed hourly, this is estimated amount	
	<b>Total FRA</b>		<b>27,621</b>	<b>52,387</b>	<b>43,671</b>	<b>48,995</b>	<b>55,980</b>	<b>6,200</b>	<b>53,634</b>	<b>12%</b>	<b>57,511</b>	<b>7%</b>	<b>3,877</b>
100-42401-310	Other Professional Services	BLDG INSP	17,271	72,360	32,860	53,391	54,669	23,343	17,500	50,000	32,500	new plat	
	<b>Total Bldg Insp</b>		<b>17,271</b>	<b>72,360</b>	<b>32,860</b>	<b>53,391</b>	<b>54,669</b>	<b>23,343</b>	<b>17,500</b>	<b>133%</b>	<b>50,000</b>	<b>186%</b>	<b>32,500</b>
100-42700-310	Other Professional Services	ANIMAL CTRL	-	189	180	185	250	-	500	500	0		
	<b>Total Animal Ctrl</b>		<b>-</b>	<b>189</b>	<b>180</b>	<b>185</b>	<b>250</b>	<b>-</b>	<b>500</b>	<b>0%</b>	<b>500</b>	<b>0%</b>	<b>0</b>
100-42800-310	Other Professional Services	CEMETERY	-	-	-	50	2,174	-	50	-	(50)		
	<b>Total Cemetery</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>50</b>	<b>2,174</b>	<b>-</b>	<b>50</b>	<b>0%</b>	<b>-</b>	<b>-100%</b>	<b>(50)</b>
	<b>Total Public Safety</b>		<b>287,401</b>	<b>377,186</b>	<b>330,583</b>	<b>374,432</b>	<b>389,338</b>	<b>162,074</b>	<b>410,358</b>	<b>39%</b>	<b>486,280</b>	<b>19%</b>	<b>75,922</b>
<b>Public Works</b>													
100-43000-101	Full-Time Wages - Reg	PUBLIC WORKS	45,643	61,257	74,389	98,608	107,097	44,681	116,803	131,926	15,123	3 FTE - with \$25k paid from Storm H2O	
100-43000-102	Full-Time Wages - OT	PUBLIC WORKS	-	-	1,340	604	1,386	526	1,050	2,000	950		
100-43000-103	Part-Time Wages	PUBLIC WORKS	8,615	4,010	14,370	5,170	13,080	5,036	15,000	13,740	(1,260)	1 Summer help and 1 temp. snow plow driver	
100-43000-121	PERA	PUBLIC WORKS	3,498	3,462	5,168	7,730	8,095	3,328	10,279	9,894	(385)		
100-43000-122	FICA	PUBLIC WORKS	3,274	3,846	5,688	6,637	7,482	3,251	8,251	8,179	(72)		
100-43000-123	Medicare	PUBLIC WORKS	765	899	1,274	1,552	1,750	760	2,285	1,913	(372)		
100-43000-134	Employer Paid Life	PUBLIC WORKS	-	-	1,107	1,729	1,862	770	2,832	2,458	(374)	estimate	
100-43000-142	Unemployment Benefits	PUBLIC WORKS	-	-	369	264	28	12	500	250	(250)		
100-43000-151	Health Insurance Premiums	PUBLIC WORKS	5,378	5,537	10,892	15,616	19,200	8,207	27,600	30,000	2,400	2 family & 1 single	
100-43000-208	Training & Instruction	PUBLIC WORKS	1,140	-	225	997	1,379	1,310	2,500	2,500	0	to reflect additional worker	
100-43000-212	Motor Fuels	PUBLIC WORKS	9,113	10,110	8,790	-	5,218	1,753	7,000	7,000	0	plow, loader, bobcat, pickups	
100-43000-215	Shop Supplies	PUBLIC WORKS	929	4,608	3,569	-	2,658	1,498	2,500	5,000	2,500		
100-43000-220	Repair/Maintenance Supply	PUBLIC WORKS	5,806	7,116	8,726	378	11,725	4,817	6,000	9,000	3,000		
100-43000-226	Sign Repair Materials	PUBLIC WORKS	-	-	-	-	1,252	229	1,500	1,500	0	consolidated all street sign resources here	
100-43000-240	Small Tools/Equipment	PUBLIC WORKS	2,022	1,986	4,432	-	2,576	5,613	5,000	5,000	0		
100-43000-260	Uniforms	PUBLIC WORKS	830	907	1,974	-	1,316	441	3,000	3,000	0	to reflect additional worker	
100-43000-310	Other Professional Services	PUBLIC WORKS	7,775	6,708	5,174	-	18,696	6,802	19,000	17,000	(2,000)	Compost, street sweepings	
100-43000-321	Telephone	PUBLIC WORKS	-	-	555	1,929	1,880	792	2,800	2,800	0	to reflect additional worker	
100-43000-325	Taxes	PUBLIC WORKS	-	-	119	-	120	38	200	200	0		
	<b>Total Public Works</b>		<b>97,872</b>	<b>113,432</b>	<b>155,840</b>	<b>152,107</b>	<b>206,800</b>	<b>89,864</b>	<b>234,100</b>	<b>38%</b>	<b>253,361</b>	<b>8%</b>	<b>19,261</b>
100-43121-224	Street Maintenance Materials	PAVED STREETS	811	5,636	13,661	71,522	32,250	13,010	50,000	100,000	50,000	increase to pay for annual chip seal	
	<b>Total Paved Streets</b>		<b>7,454</b>	<b>6,225</b>	<b>14,625</b>	<b>75,755</b>	<b>32,250</b>	<b>13,010</b>	<b>50,000</b>	<b>26%</b>	<b>100,000</b>	<b>100%</b>	<b>50,000</b>

100-43122-224	Street Maintenance Materials	UNPAVED STREETS	2,655	2,240	7,094	10,403	11,179	795	10,000		15,000	5,000	
	<b>Total Unpaved Streets</b>		<b>4,967</b>	<b>6,400</b>	<b>7,094</b>	<b>10,403</b>	<b>11,179</b>	<b>795</b>	<b>10,000</b>	<b>8%</b>	<b>15,000</b>	<b>50%</b>	<b>5,000</b>
100-43125-224	Street Maintenance Materials	SNOW/ICE	2,246	600	11,926	15,000	9,453	-	15,000		15,000	0	
	<b>Total Snow/Ice</b>		<b>2,246</b>	<b>600</b>	<b>11,926</b>	<b>15,000</b>	<b>9,453</b>	<b>-</b>	<b>15,000</b>	<b>0%</b>	<b>15,000</b>	<b>0%</b>	<b>0</b>
100-43160-381	Electric Utilities	STREET LIGHTS	26,483	27,036	25,125	19,475	26,424	10,458	25,000		25,000	0	
	<b>Total Street Lights</b>		<b>26,483</b>	<b>27,036</b>	<b>25,125</b>	<b>19,475</b>	<b>26,424</b>	<b>10,458</b>	<b>25,000</b>	<b>42%</b>	<b>25,000</b>	<b>0%</b>	<b>0</b>
100-43240-384	Refuse/Garbage Disposal	CITY CLEAN UP	487	828	887	1,784	2,073	-	2,000		-	(2,000)	\$0 cost last two years ('16 received donation)
	<b>Total City Clean Up</b>		<b>487</b>	<b>828</b>	<b>887</b>	<b>1,784</b>	<b>2,073</b>	<b>-</b>	<b>2,000</b>	<b>0%</b>	<b>-</b>	<b>-100%</b>	<b>(2,000)</b>
100-43245-384	Refuse/Garbage Disposal	RECYCLING	18,637	25,354	33,931	36,112	37,745	15,752	36,000		38,500	2,500	additional houses
	<b>Total Recycling</b>		<b>18,637</b>	<b>25,354</b>	<b>33,931</b>	<b>36,112</b>	<b>37,745</b>	<b>15,752</b>	<b>36,000</b>	<b>44%</b>	<b>38,500</b>	<b>7%</b>	<b>2,500</b>
	<b>Total Public Works</b>		<b>159,233</b>	<b>180,693</b>	<b>249,428</b>	<b>341,883</b>	<b>325,925</b>	<b>129,879</b>	<b>372,100</b>	<b>35%</b>	<b>446,861</b>	<b>20%</b>	<b>74,761</b>

**Culture & Recreation**

100-45186-437	Senior Center Contribution	SENIOR CENTER	625	1,250	7,654	5,330	7,016	1,814	8,000		8,700	700	provided by St. Michael
	<b>Total Senior Center Contribution</b>		<b>625</b>	<b>1,250</b>	<b>7,654</b>	<b>5,330</b>	<b>7,016</b>	<b>1,814</b>	<b>8,000</b>	<b>23%</b>	<b>8,700</b>	<b>9%</b>	<b>700</b>
100-45200-212	Motor Fuels	PARKS			1,958	-	1,478	95	2,000		2,000	0	lawn mower fuel
100-45200-220	Repair/Maintenance Supply	PARKS	6,508	3,801	4,477	4,513	4,599	904	5,000		5,000	0	mower repairs, park maintenance equipment
100-45200-225	Landscaping Materials	PARKS	2,352	4,055	1,788	2,625	4,356	560	10,000		8,000	(2,000)	wood chips, seed, soil, fertilizer, etc.
100-45200-310	Other Professional Services	PARKS				-	6,280	-	6,800		6,800	0	FYCC Costs
100-45200-381	Electric Utilities	PARKS	825	2,729	1,932	2,054	2,265	1,191	2,000		2,200	200	
100-45200-400	Repairs & Maintenance Cont	PARKS	2,704	4,489	4,469	2,249	1,939	112	1,500		1,500	0	
100-45200-440	Programs	PARKS	2,957	5,171	4,992	9,041	2,216	1,925	2,200		2,200	0	city hosted events (offset by donations)
100-45200-580	Other Equipment	PARKS	2,484	1,182	2,711	7,190	7,606	1,638	7,000		8,000	1,000	added Biff @ school
	<b>Total Parks</b>		<b>21,298</b>	<b>24,199</b>	<b>22,610</b>	<b>27,852</b>	<b>30,739</b>	<b>6,424</b>	<b>36,500</b>	<b>18%</b>	<b>35,700</b>	<b>-2%</b>	<b>(800)</b>
100-45500-437	Contribution & Operation	ROY SIMMS LIBRARY	7,000	7,000	7,000	5,250	10,428	4,799	10,500		11,500	1,000	\$7K bond plus \$4,500 operation
	<b>Total Roy Simms Library</b>		<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	<b>5,250</b>	<b>10,428</b>	<b>4,799</b>	<b>10,500</b>	<b>46%</b>	<b>11,500</b>	<b>10%</b>	<b>1,000</b>
	<b>Total Culture &amp; Rec</b>		<b>28,923</b>	<b>32,449</b>	<b>37,264</b>	<b>38,432</b>	<b>48,183</b>	<b>13,038</b>	<b>55,000</b>	<b>24%</b>	<b>55,900</b>	<b>2%</b>	<b>900</b>

**Transfers Out**

100-49360-700	Transfer Out	GENERAL CAPITAL	145,203	221,307	100,000		250,000		-		-	0	eliminated as an operating expense
100-49360-700	Transfer Out	PARKS CAPITAL	-	-	-		148,570		-		-	0	eliminated as an operating expense
100-49360-700	Transfer Out	FIRE DEPT CAPITAL	-	-	20,000	52,300	31,000		-		-	0	eliminated as an operating expense
100-49360-700	Transfer Out	HISTORICAL FUND	10,000	10,000	10,000				-		-	0	eliminated as an operating expense
100-49360-700	Transfer Out	CITY HALL FUND	100,000	30,000	30,000		74,093		-		-	0	eliminated as an operating expense
100-49360-700	Transfer Out	EQUIPMENT FUND	20,000	32,500	32,500	55,000			-		-	0	eliminated as an operating expense
100-49360-700	Transfer Out	STREET CAPITAL	100,000	275,000	100,000	369,000			-		-	0	eliminated as an operating expense
	<b>Total Transfers Out</b>		<b>375,203</b>	<b>568,807</b>	<b>292,500</b>	<b>476,300</b>	<b>503,663</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>0</b>

**Transit**

100-49800-310	Other Professional Services	TRANSIT			1,107		250	-	250		5,000	4,750	annual cost, capital debt repayment
	<b>Total Transit</b>				<b>1,107</b>	<b>-</b>	<b>250</b>	<b>-</b>	<b>250</b>	<b>0%</b>	<b>5,000</b>	<b>1900%</b>	<b>4,750</b>
	<b>Total Fund Expend.</b>		<b>1,364,394</b>	<b>1,683,711</b>	<b>1,337,640</b>	<b>1,704,187</b>	<b>1,744,728</b>	<b>553,626</b>	<b>1,328,544</b>	<b>42%</b>	<b>1,528,611</b>	<b>15.06%</b>	<b>200,068</b>
	<b>Total Revenue Over Expenditures</b>		<b>42,068</b>	<b>(70,692)</b>	<b>207,428</b>	<b>6,540</b>	<b>(1,315,573)</b>	<b>(124,471)</b>	<b>(2,003)</b>		<b>0</b>		

**Fire Department Cost for Services Calculation**

<b>2018 Estimated Market Values</b>	<b>HC</b>	<b>WC</b>	<b>TOTAL</b>	
City of Corcoran	\$198,284,200		\$198,284,200	25.71%
City of Greenfield	\$133,387,300		\$133,387,300	17.29%
City of Hanover	\$80,926,200	\$262,059,200	\$342,985,400	44.47%
Rockford Township		\$96,690,300	\$96,690,300	12.54%
	<hr/>	<hr/>	<hr/>	<hr/>
	\$412,597,700	\$358,749,500	\$771,347,200	100.00%

<b>Total Calls by Year</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016 Total</b>	<b>Average</b>		
City of Corcoran	25	24	34	34	50	167	33.4	21.69%
City of Greenfield	13	13	12	12	42	92	18.4	11.95%
City of Hanover	71	77	73	73	103	397	79.4	51.56%
Rockford Township	14	22	28	28	22	114	22.8	14.81%
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	123	136	147	147	217	770	154	100.00%

**2018 Budget:** 309,564.50 Total Budgeted Expenditures (General Fund, Bonds, Capital Transfer)  
 (39,000.00) State FRA Pension Contribution  
**\$270,564.50 Amount to be allocated**

*Payment from City is based on dividing the budget in half and then determining costs based on Market Value and Call Hours.*

	<b>MV %</b>	<b>MV Pymt.</b>	<b>CH %</b>	<b>CH Pymt.</b>	<b>Payment</b>
City of Corcoran	25.71%	34,775.95	21.69%	29,340.44	64,116.39
City of Greenfield	17.29%	23,394.05	11.95%	16,163.59	39,557.64
City of Hanover	44.47%	60,154.28	51.56%	69,749.42	129,903.70
	12.54%	16,957.97	14.81%	20,028.80	36,986.77
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	100.00%	135,282.25	100.00%	135,282.25	270,564.50
		135,282.25		135,282.25	

<b>*2017 Payment Per City:</b>		<b>2018 Payment Per City:</b>	<b>% Change</b>
City of Corcoran	<b>\$53,281.44</b>	City of Corcoran	<b>\$64,116.39</b> 20%
City of Greenfield	<b>\$29,756.79</b>	City of Greenfield	<b>\$39,557.64</b> 33%
City of Hanover	<b>\$111,199.77</b> (Includes \$5,000)	City of Hanover	<b>\$129,903.70</b> 17%
Rockford Township	<b>\$31,286.64</b>	Rockford Township	<b>\$36,986.77</b> 18%
	<hr/>		<hr/>
	<b>\$225,524.64</b>		<b>\$270,564.50</b>

## Preliminary Levy Certification

### Bond Register/Debt Levy Supplement

Bond Issues	Original Principal	Date Issued	Paid by Levy Dollars (Y/N)	Debt Levy per Issued Bond for Pay 2018	Reductions to Levied Amount	Certified Debt Levy 2018
GO Wastewater Treatment Note - Mn PFA	\$1,909,275	1999	N	\$0.00	\$0.00	\$0.00
GO Improvement Plan Refunding	\$660,000	2008	Y	\$41,254.50	\$0.00	\$41,254.50
GO Improvement Refunding	\$231,000	2009	Y	\$0.00	\$0.00	Paid off Early
GO Equipment Certificates of Indebtedness	\$350,920	2010	Y	\$0.00	\$0.00	Paid off Early
GO Improvement Crossover Refunding	\$1,225,000	2011	Y	\$134,080.48	\$0.00	\$134,080.48
GO Bond	\$1,535,000	2016	Y	\$105,236.25	\$0.00	\$105,236.25
<b>Total</b>	<b>\$4,001,920</b>			<b>\$280,571</b>	<b>\$0.00</b>	<b>\$280,571.23</b>

\* Reductions include assessments still being received under the 2006A bond, which was paid off through this refunding bond. Those assessments are being applied here.

I hereby certify that the above schedule of bond levies to be spread on payable 2017 tax rolls agrees with your records and is true and correct. Copies of any resolutions which increase or reduce these levies are attached.

Dated this 21st day of September, 2016.

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

**Preliminary Levy Certification**

**STATE of MINNESOTA  
COUNTY of WRIGHT  
CITY OF HANOVER**

Return by: September \_\_\_\_, 2017  
City Taxes Voted

To the Auditor of Wright County: I hereby certify that the Council for the City of Hanover, County of Wright, Minnesota, did at a meeting on September \_\_\_\_, 2017 levy the following amount to be raised by taxation for the City of Hanover for the payable year 2018.

**2017 Final**

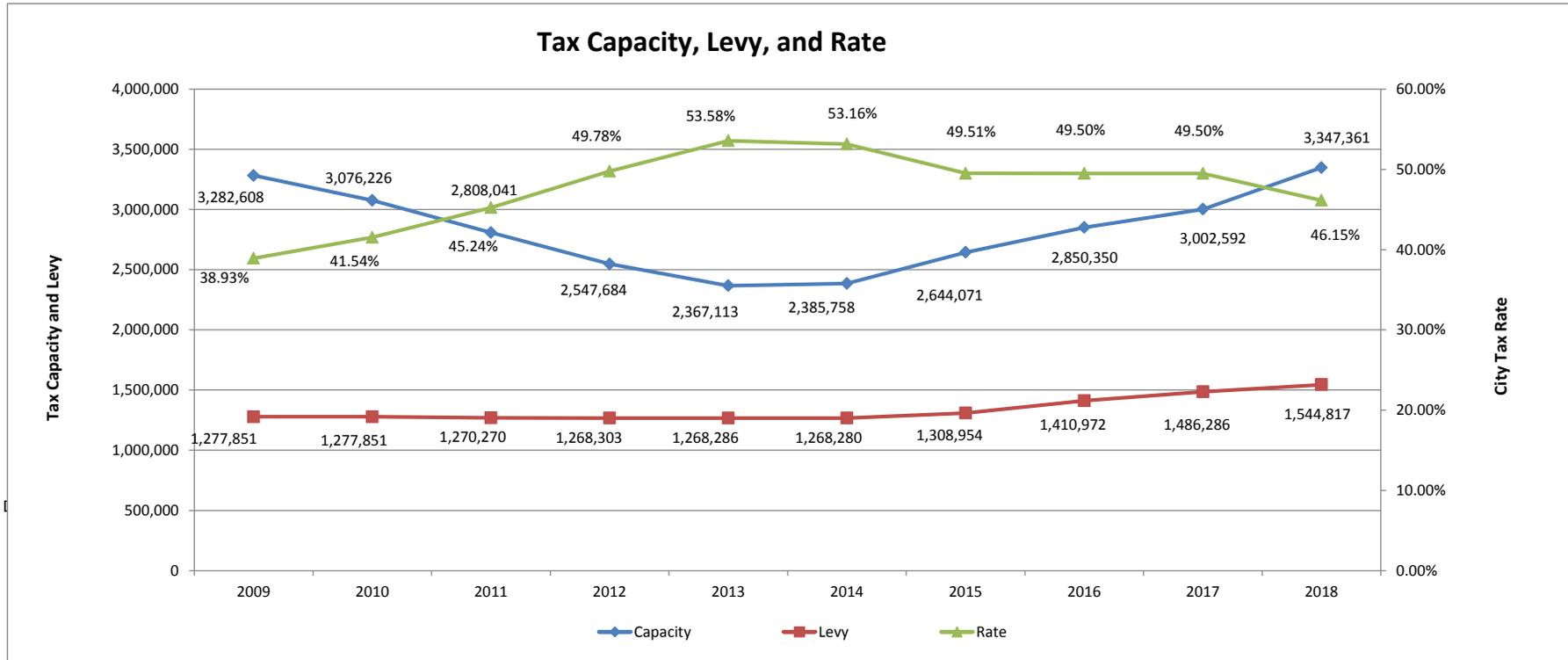
**2018 Preliminary**

2017 Budget Requirement	2017 LGA	2017 Other Resources	2017 Tax Levy	# Fund	2018 Budget Requirement	2018 LGA	2018 Other Resources	2018 Certified Levy
1,065,017	108,169	126,324	830,524	5 Rev	1,219,047	117,651	219,934	881,462
261,525	36,000	114,325	111,200	7 Fire Prot.	309,565	39,000	140,661	129,904
422,811		145,597	277,214	19 Debt Services	303,500		22,929	280,571
267,348			267,348	26 Capital Improv.	252,880			252,880
<b>2,016,700</b>	<b>144,169</b>	<b>386,246</b>	<b>1,486,286</b>	<b>Total</b>	<b>2,084,991</b>	<b>156,651</b>	<b>383,524</b>	<b>1,544,817</b>

Dated this \_\_\_\_ day of September, 2017.

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

Preliminary Levy Certification	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Tax Capacity:
Capacity	3,282,608	3,076,226	2,808,041	2,547,684	2,367,113	2,385,758	2,644,071	2,850,350	3,002,592	3,347,361	HC - 804124
Levy	1,277,851	1,277,851	1,270,270	1,268,303	1,268,286	1,268,280	1,308,954	1,410,972	1,486,286	1,544,817	WC - 2543237
Rate	38.93%	41.54%	45.24%	49.78%	53.58%	53.16%	49.51%	49.50%	49.50%	46.15%	



**Hanover Economic Development Authority  
Special Revenue Fund**

Account	Description	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	Actual 06/30/17	2017 Budget	% of Budget	2018 Budget	% Change	Comments
<b><i>Revenue Accounts</i></b>												
201-31000	PROPERTY TAXES	47,083	45,296	43,767	49,867	49,383	19,124	49,000		49,000		
201-31010	TAX ABATEMENT	4,117	4,022	4,000	0	1,222	0	0		0		
201-36210	INTEREST EARNINGS	1,078	652	102	815	905	727	100		500		
201-36215	INVESTMENT INCOME/LOSS	0	0	1,074	(65)	833	(206)	1,100		500		
201-33410	MV CREDIT			46	70	59	0	0		0		
<b>Total Revenue</b>		<b>52,278</b>	<b>49,970</b>	<b>48,989</b>	<b>50,687</b>	<b>52,401</b>	<b>19,645</b>	<b>50,200</b>	<b>39%</b>	<b>50,000</b>	<b>0%</b>	
<b><i>Expenditure Accounts</i></b>												
201-41330-111	COMMITTEE WAGES/MEETINGS	720	1,860	2,010	1,620	1,410	0	3,000		3,000		
201-41330-306	DUES & SUBSCRIPTIONS	0	250	1,198	487	320	0	1,000		1,000		
201-41330-310	OTHER PROFESSIONAL SERVICES	18,794	19,111	23,850	10,840	7,766	3,170	25,000		25,000		
201-41330-437	OTHER MISCELLANEOUS	10,263	2,000	4,537	4,562	4,600	2,534	5,200		5,000		Bus. Social, HHF Donation, No More Web Costs
201-41570-210	PURCH: SUPPLIES	1,000	500	0	0	0	0	1,000		1,000		
201-49360-700	TRANSFERS: BUSINESS INCENTIVE	15,000	15,000	15,000	15,000	0	0	15,000		15,000		
<b>Total Expenditures</b>		<b>31,346</b>	<b>49,247</b>	<b>43,708</b>	<b>46,595</b>	<b>32,508</b>	<b>5,703</b>	<b>50,200</b>	<b>11%</b>	<b>50,000</b>	<b>0%</b>	
<b>Total Revenue Over Expenditures</b>		<b>21,206</b>	<b>3,031</b>	<b>6,261</b>	<b>4,092</b>	<b>19,893</b>	<b>13,942</b>	<b>0</b>		<b>0</b>		

**Hanover Economic Development Authority  
Business Incentive Fund**

Account	Description	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	Actual 06/30/17	2017 Budget	% of Budget	2018 Budget	% Change	Comments
<b><i>Revenue Accounts</i></b>												
205-33400	STATE GRANTS & AIDS	0	120,115	43,911	28,017	0	0	0		0		
205-36200	MISC REVENUES	0	0	100	0	0	0	0		0		
205-36210	INTEREST EARNINGS	3,321	2,950	1,693	2,968	3,706	1,525	2,000		3,000		
205-36215	INVESTMENT INCOME/LOSS	0	0	1,733	(79)	107	(364)	2,000		1,000		
205-36230	CONTRIBUTIONS & DONATIONS	0	0	0	0	0	0	0				
205-39203	TRANSFERS FROM OTHER FUNDS	15,000	15,000	15,000	15,000	0	0	15,000		15,000		
<b>Total Revenue</b>		<b>13,329</b>	<b>18,321</b>	<b>138,065</b>	<b>62,437</b>	<b>45,905</b>	<b>1,161</b>	<b>19,000</b>	<b>6%</b>	<b>19,000</b>	<b>0%</b>	
<b><i>Expenditure Accounts</i></b>												
205-46500-810	EDA: RENT REIMBURSEMENT	9,591	4,800	0	0	1,485	1,600	0				Rent Reimbursement Program
205-49300-318	EDA BIF: MATCHING GRANT	1,000	143,616	22,367	28,017	1,500	0	0				Matching Grant Program (loan & grant proceeds)
205-49300-319	EDA: LOANS	0	0	0	0	0	0	0				Low Interest Loan Program
<b>Total Expenditures</b>		<b>0</b>	<b>10,591</b>	<b>148,416</b>	<b>22,367</b>	<b>28,017</b>	<b>1,600</b>	<b>0</b>	<b>#DIV/0!</b>	<b>0</b>	<b>#DIV/0!</b>	
<b>Total Revenue Over Expenditures</b>		<b>13,329</b>	<b>7,730</b>	<b>(10,351)</b>	<b>40,070</b>	<b>17,888</b>	<b>(439)</b>	<b>19,000</b>		<b>19,000</b>		

**Preliminary Levy Certification**

**STATE of MINNESOTA  
 COUNTY of WRIGHT  
 HANOVER EDA**

Return by: \_\_\_\_\_  
 District Taxes Voted

To the Auditor of Wright County: I hereby certify that the Board for the Hanover EDA, County of Wright, Minnesota, did at a meeting on \_\_\_\_\_ levy the following amount to be raised by taxation for the Hanover EDA for the payable year 2018.

<b>2017 Final</b>					<b>2018 Proposed</b>			
2016 Budget Requirement	2016 LGA	2016 Other Resources	2016 Tax Levy	# Fund	2017 Budget Requirement	2017 LGA	2017 Other Resources	2017 Certified Levy
50,200.00		1,200.00	49,000.00	5 Administration	50,000.00		1,000.00	49,000.00
<b>50,200</b>	<b>0</b>	<b>1,200</b>	<b>49,000</b>	<b>Total</b>	<b>50,000</b>	<b>0</b>	<b>1,000</b>	<b>49,000</b>

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
 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 September, 2017.

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 09-05-17-93**

**A RESOLUTION APPROVING SETTLERS PARK BALLFIELD CONSTRUCTION**

**WHEREAS**, the Settlers Park Ballfield Redesign has been previously approved; and

**WHEREAS**, staff recommends completing the construction of the dugouts and bleacher cement pad in house to save costs; and

**WHEREAS**, staff estimates concrete and builders material costs to be approximately \$5,000.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota hereby approves up to \$5,000 for staff to pour concrete needed for the bleachers and dugouts, and to purchase materials needed to construct the dugouts.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of September, 2017.

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 September, 2017.

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 09-05-17-94**

**A RESOLUTION APPROVING 2017 MS4 PROGRAM IMPLEMENTATION**

**WHEREAS**, the City of Hanover is subject to MS4 regulations; and

**WHEREAS**, the City Engineer has submitted the attached proposal to assist staff with the implementation of program requirements in order for the City to stay in compliance with the permit requirements.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota, hereby approves the attached proposal from WSB in a not to exceed amount of \$7,700.

**BE IT FURTHER RESOLVED** that the City Council hereby authorizes its City Administrator to take such action as is necessary to execute the contract on behalf of the City of Hanover.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of September, 2017.

APPROVED BY:

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

ATTEST:

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



701 Xenia Avenue South  
Suite 300  
Minneapolis, MN 55416  
Tel: 763-541-4800  
Fax: 763-541-1700

August 21, 2017

Mr. Brian Hagen  
City of Hanover  
11250 5<sup>th</sup> St NE  
Hanover, MN 55341

Re: 2017 MS4 Program Implementation  
Request for Authorization to Provide Professional Services

Dear Mr. Hagen:

This letter provided is a scope of continued services for MS4 program implementation and support of the City of Hanover's Stormwater Pollution Prevention Plan (SWPPP), which is required by the Municipal Separate Storm Sewer System (MS4) General Permit.

WSB & Associates, Inc. (WSB) continues to work with the City of Hanover (the City) to annually update their MS4 program. WSB is proposing to continue to work in partnership with City staff to complete the work detailed below. This continued partnership will ensure the City's MS4 program remains in compliance in 2017. The tasks listed below are considered annual maintenance costs associated with the routine upkeep of a compliant MS4 program.

➤ **Task 1: SWPPP Annual Program Management**  
*(Total Estimated Fee: \$2,500)*

As part of this task, the WSB project manager will provide staff time in the City or other assistance as needed to support staff with the implementation of the updated SWPPP that was developed as a part of the MS4. The WSB project manager will check in with the City's MS4 Coordinator quarterly and address the following items:

- Tasks for staff members to complete as part of the program implementation
- Documentation requirements needed quarterly to ensure ongoing permit compliance and aide annual reporting to the MPCA
- Education requirements, needed quarterly to ensure ongoing permit compliance
- Any updates from the Minnesota Pollution Control Agency (MPCA) or local watersheds that may offer benefits or impacts to the City's MS4 Permit Activities

➤ **Task 2: Annual Report & Annual Meeting**  
*(Estimated Fee: \$1,300)*

The MS4 permit requires the City of Hanover to submit an annual report detailing their MS4 permit activities by June 30<sup>th</sup>, 2018. WSB will assist City staff with the completion and submittal of the 2017 Annual Report. In addition, WSB will work with City staff to facilitate one annual SWPPP meeting and

prepare the public notice materials if need be. Finally, WSB will assist City staff with developing responses to any public comments received.

➤ **Task 3: MS4 Education Implementation Plan Updates**  
(Estimated Fee: \$1,900)

During the initial MS4 Program Development, City staff identified priority topics which guide MS4 education and outreach initiatives. In addition to the priority topics, the MS4 permit also requires that the City develop an implementation plan for their MS4 education program that identifies target audiences, including measurable goals for each audience, specific activities to meet each measurable goal, and an evaluation to show the extent to which the measurable goals for each target audience are attained. Furthermore, this task will include:

- Identifying target audiences and defining measurable goals for each target audience
- Organizing a 12-month education implementation plan
- Developing additional materials that support the 12-month education implementation plan, as needed
- Identifying method(s) to evaluate the effectiveness of the education program and messages that are developed
- Annual summary of educational events/efforts for year-end reporting requirements

➤ **Task 4: Staff Training**  
(Estimated Fee: \$1,000)

The MS4 permit requires annual training of your municipal staff to communicate to all City staff how their role may be impacting stormwater. Development of a comprehensive training program is critical to the foundation of a compliant MS4 program. WSB will complete a 1-hour training session for Public Works staff primarily focusing on municipal good housekeeping.

An additional training will be provided to Engineering, Code Enforcement, and Building Inspections staff, which will include information on illicit discharge detection and elimination, construction site BMPs, and good housekeeping practices. In addition, we will provide materials from the training for make-up sessions or seasonal employees commensurate with the requirements of the MS4 Permit.

This training is critical to ensuring that the City of Hanover's MS4 program is being implemented and being MS4 audit ready.

WSB will assist City Staff with inspections and reporting of all stormwater pollution control structures within the City.

➤ **Task 5: Administrative Review by City Engineer of MS4 Program**  
(Estimated Fee: \$1,000)

The City Engineer will review all reports and other submitted information from the MS4 Project Manager that is associated with the MS4 Program and Permit.

Mr. Brian Hagen  
August 21, 2017  
Page 3

**Cost**

This proposal represents our complete understanding of the MS4 regulatory program and the work needed to complete the tasks associated with the MS4 program. The total cost for **Tasks 1-5** as described above is **\$7,700**.

We appreciate the opportunity to share this proposal with you, and look forward to working with the City of Hanover to efficiently maintain compliance with the MS4 permit. If you are in agreement with the scope of services and proposed fee, please sign in the appropriate space below and return one copy to us. Should you have any questions about this proposal, please contact me at 763-762-2854 or [pjohnson@wsbeng.com](mailto:pjohnson@wsbeng.com)

Sincerely,

**WSB & Associates, Inc.**



Paul Johnson  
Environmental Compliance Specialist

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**ACCEPTED BY: CITY OF HANOVER**

The City of Hanover hereby accepts the WSB proposal of \$7,700 for the services outlined in this proposal.

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

**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 September, 2017.

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 09-05-17-95**

**A RESOLUTION APPROVING 2018-2019 WRIGHT COUNTY SHERIFF CONTRACT**

**WHEREAS**, the City of Hanover contracts for services with Wright County Sheriff’s Department to provide public safety services in the City of Hanover; and

**WHEREAS**, the contract is on a two-year renewal cycle; and

**WHEREAS**, the Wright County Sheriff’s Office has submitted a new draft contract for the 2016-2017 calendar years, per the attached.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hanover, Minnesota, hereby approves the Wright County Sheriff’s Contract Renewal for the 2016-2017 calendar years in accordance with the draft agreement attached.

**BE IT FURTHER RESOLVED** that the City Council hereby authorizes the Mayor and City Administrator to take such action as is necessary to execute the contract on behalf of the City of Hanover.

Council members voting in favor:

Opposed or abstained:

Adopted by the city Council this 5<sup>th</sup> day of September, 2017.

APPROVED BY:

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

ATTEST:

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

LAW ENFORCEMENT CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the COUNTY OF WRIGHT and the WRIGHT COUNTY SHERIFF, hereinafter referred to as "County" and the CITY OF HANOVER hereinafter referred to as the "Municipality";

WITNESSETH:

WHEREAS, the Municipality is desirous of entering into a contract with the County for the performance of the hereinafter described law enforcement protection within the corporate limits of said municipality through the County Sheriff; and

WHEREAS, the County is agreeable to rendering such services, and protection on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provision of Minnesota Statutes 471.59 and Minnesota Statutes 436.05;

NOW THEREFORE, pursuant to the terms of the aforesaid statutes, and in consideration of the mutual covenants herein contained, it is agreed as follows:

1. That the County by way of the Sheriff agrees to provide police protection within the corporate limits of the Municipality to the extent and in the manner as hereinafter set forth:
  - a. Except as otherwise hereinafter specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of the Wright County Sheriff pursuant to Minnesota Laws and Statutes.
  - b. Except as otherwise hereinafter provided for, the standard level of service provided shall be the same basic level of service which is provided for the unincorporated areas of the County of Wright, State of Minnesota.
  - c. The rendition of services, the standard of performance, the discipline of the officers, and other matters incident to the performance of such services and control of personnel so employed shall remain in and under the control of the Sheriff.

- d. Services purchased pursuant to this contract shall include the enforcement of Minnesota State Statutes, including but not limited to the Traffic Code and the Criminal Code, as well as all local ordinances enacted in conformance therewith. Statutes and ordinances which prescribe enforcement by a different authority; i.e., the State Electrical Code, the Uniform Building Code, etc., shall be excluded from this agreement. Ordinances pertaining exclusively to purely local city management matters; i.e., sewer and water collection, etc., shall be excluded from this agreement. The Municipality shall be responsible for enforcement of the Municipal Zoning Code, except that the Sheriff will enforce nuisance ordinances conforming to State law; i.e., junk cars, etc. and traffic ordinances; i.e., parking and erratic driving.

2. That it is agreed that the Sheriff shall have full cooperation and assistance from the Municipality, its officers, agents and employees so as to facilitate the performance of this agreement. In order to facilitate a local presence of Sheriff's Deputies, the Municipality shall, if requested by the Sheriff, provide a local telephone line and space for a computer workstation in the respective City Hall or other suitable city owned building at no cost to the County. The Municipality shall allow a sign indicating the location of its Sheriff's substation with appropriate telephone numbers to be displayed on the exterior of the building.

3. That the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities for dispatching, cost of jail detention, and all supplies necessary to maintain the level of service to be rendered herein.

4. The Municipality shall not be liable for the direct payment of any salaries, wages, or other compensation to any personnel performing services herein for said County.

5. The Municipality shall not be liable for compensation or indemnity to any of the Sheriff's employees for injuries or sickness arising out of its employment, and the County hereby agrees to hold harmless the Municipality against any such claims.

6. The County, Sheriff, his officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of said Municipality or any officer, agent, or employee thereof.

7. This agreement shall be effective from January 1, 2018 to December 31, 2019.

8. The Municipality agrees to pay to the County the sum of \$72.00 per hour for law enforcement protection during the calendar year 2018 and \$74.50 per hour during the calendar year 2019. If salaries of Deputy Sheriffs are increased at any time during the term of this contract, the hourly rate of this contract shall not be increased.

9. This contract shall be extended automatically for successive one year periods at a rate to be established by the County, unless the County or Municipality shall notify the other of termination, in writing, prior to August 15 of each year.

10. The number of hours of service to be provided pursuant to this contract are as follows: 1,460 hours annually and shall provide 24-hour call and general service. The Municipality shall notify the County in writing prior to August 15 regarding any change in the number of hours for the subsequent year.

11. The County shall provide for all costs and prosecution efforts with respect to violations charged by the Sheriff in the performance of this agreement. All fines arising from such prosecutions shall accrue to the County. Violations of municipal ordinances excluded from enforcement by this agreement shall be prosecuted by the Municipality at its expense. All fines arising from city prosecutions shall accrue to the Municipality unless otherwise provided by law.

12. Pursuant to law, the County Auditor/Treasurer shall remit to the Municipality its share of all fines collected. The Municipality shall return to the County within 30 days all fine money attributable to prosecutions initiated by the Sheriff in accord with Paragraph 11 of this contract. The Municipality shall keep and retain any fine money submitted by the Auditor/Treasurer attributable to prosecutions initiated by the Municipality.

13. For the purpose of maintaining cooperation, local control and general information on existing complaints and problems in said Municipality, one member of the Municipal Council, the Mayor or other person or persons shall be appointed by said Council to act as police commissioner(s) for said Municipality and shall make periodic contacts with and attend meetings with the Sheriff or his office in relation to the contract herein.

14. The County shall save, hold harmless and defend the City from any and all claims arising from the acts or omissions, including intentional acts and negligence, committed by employees or agents of the County or Sheriff while in the performance of duties in furtherance of this contract.

IN WITNESS WHEREOF, The Municipality, by resolution duly adopted by its governing body, caused this agreement to be signed by its Mayor and attested by its Clerk; and the County of Wright, by the County Board of Commissioners, has caused this agreement to be signed by the Chairman and Clerk of said Board, and by the Wright County Sheriff, effective on the day and year first above written.

CITY OF HANOVER

Dated: \_\_\_\_\_  
\_\_\_\_\_ Mayor

ATTEST: \_\_\_\_\_  
Clerk

WRIGHT COUNTY

Dated: \_\_\_\_\_  
\_\_\_\_\_ Charles Borrell, Wright County Board Chair

ATTEST: \_\_\_\_\_  
Lee Kelly  
County Coordinator

Dated: \_\_\_\_\_  
\_\_\_\_\_ Joe Hagerty  
Wright County Sheriff

Approved as to form and execution:

\_\_\_\_\_  
Tom Kelly, Wright County Attorney