



AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, August 1, 2022
5:30 PM

1. Call to Order
2. Roll Call
3. CLOSED SESSION - City Administrator's Annual Review 5:30 to 7:00 PM
 - 3.A. Under Minnesota Statute Section 13D.05 Subdivision 3(a) the City Council has the authority to conduct a closed session for the review of any employee under our direct supervision. The only topic of the discussion in this closed session will be the performance review of City Administrator Matt Podhradsky. The meeting will be taped, and the recording kept for three years, as required by the Minnesota Open Meeting Law. As is required by State Statute, a summary of conclusions regarding the evaluation will be given at the next open session of the Chaska City Council.
4. OPEN SESSION
5. Pledge of Allegiance
6. Adopt Agenda
7. Proclamation
 - 7.A. Chaska Area Fishing with Friends Veterans Celebration
8. Visitor Presentation
 - 8.A. WeCab - Executive Director, Stephanie Alexander
9. Approve Previous Meeting Minutes
 - 9.A. Approve the July 18, 2022 City Council Meeting Minutes
10. Consent Items
 - 10.A. Southwest Christian High School Special Assessment Agreement

- 10.B. Approve Temporary On-Sale Liquor License - Guardian Angels Church
- 10.C. Amending 2022 Fund Budgets
- 10.D. Temporary On-Sale Intoxicating License - Crown of Glory Lutheran Church
- 10.E. Chaska Miracle League Application
- 11. Action Items
 - 11.A. PUBLIC HEARING: Adopt Resolution No. 2022-95 Approving the Drainage & Utility Easement Vacation over Hazeltine Plaza Plat/City of Chaska/PC #2022-47
 - 11.B. Adopt Resolution No. 2022-97 Authorizing the Statewide Public Works Mutual Aid Pact
 - 11.C. Adopt Resolution No. 2022-98 Authorizing the Fence Consortium Joint Powers Agreement
- 12. Bills
 - 12.A. Accounts Payable Claims Roster 8-1-2022
- 13. Other Business
 - 13.A. City Administrator's Report
- 14. Adjourn



**CITY OF
CHASKA MINNESOTA**
“A Quality Small Town”



PROCLAMATION

**In Recognition of Chaska Area Fishing with Friends
Veterans Celebration**

Whereas: The Veterans Celebration is a salute to veterans who have served our country and now live in Carver County, Hennepin County, and the surrounding areas; and

Whereas: The Veterans Celebration will take place on Monday, August 15th at Howard’s Point Marina and will include a fishing trip on Lake Minnetonka and a barbeque picnic lunch; and

Whereas: This event provides an opportunity for local veterans to enjoy the outdoors and fellowship with each other; and

Whereas: The City of Chaska is grateful to Chaska Area Fishing with Friends for organizing the Veterans Celebration and for their on-going efforts to provide enjoyable fishing opportunities and boat tours to veterans, senior citizens, youth, and adults with disabilities.

Whereas: The City of Chaska would also like to thank Howard’s Point Marina, the Chaska Lions Club, Flags and Honor of Minnesota, and the City of Shorewood for their sponsorship of the Veterans Celebration.

Now, therefore be it resolved: That I, Mark Windschitl, as the Mayor of Chaska and on behalf of the Chaska City Council do hereby proclaim our support for the Chaska Area Fishing with Friends Veterans Celebration.

IN WITNESS WHEREOF, I have set my hand and the Seal of the City of Chaska this 1st day of August, in the year of our Lord two thousand and twenty-two.

Mark Windschitl
Mayor, City of Chaska

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**- MINUTES -
CHASKA CITY COUNCIL
July 18, 2022**

1. Call to Order

The meeting was called to order by Mayor Windschitl at 7 pm.

2. Pledge of Allegiance

3. Roll Call

Roll call was taken. Present: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl.

Absent: None.

Also Present: Matt Podhradsky, City Administrator; Kevin Wright, Communication Director; Elise Durbin, Assistant Administrator; Nate Kabat, Community Development Director; Liz Hanson, City Planner; City Attorney; Attorney Jake Saufley; and City Engineer Matt Clark.

4. Adopt the Agenda

Motion by Councilmember Hubbard, second by Councilmember Grau to adopt the agenda as presented. Motion carried.

5. Visitor Presentation

None.

6. Approve Previous Meeting Minutes

Mayor Windschitl noted the previous meeting minutes were not ready by Friday and will not be approved at this meeting.

7. Consent Agenda

Motion by Councilmember Hatfield, second by Councilmember Hubbard to approve the Consent Agenda Items A through C:

A. Adopt Resolution 2022-86, Accepting Gifts and Donations

Motion to adopt Resolution 2022-86, acknowledging and accepting gifts to the City of Chaska received during the period April 1, 2022 through June 30, 2022.

B. Adopt Resolution 2022-87, Ordering the Improvements and Awarding Bid for Phase 1 of the Creek Road Street and Utility Improvement Project

Motion to adopt Resolution 2022-87, Ordering the Improvements and Awarding the Bid for the Creek Road Street and Utility Improvement Project – Phase 1 to Eureka Company, Inc., in the low bid total amount of \$7,907,336.52.

C. Approve Purchase Agreement with RCS-RCA Oak Ridge, LLC for 0.09591 acres of property located at 1 Oakridge Drive, Chaska, MN

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Motion to authorize the Mayor and City Administrator to execute the purchase agreement with RCS-RCA Oak Ridge, LLC for 0.09591 acres of property located at 1 Oakridge Drive, Chaska, MN.

City Administrator Podhradsky noted, regarding item 7.B. Creek Road phase 1, the engineer's estimate was \$9.4 million and the bid received was \$7.9 million which was very favorable. He stated the City is starting to see that with projects, which will be good.

Motion carried.

8. Action Items

8.A. Adopt Resolution 2022-88 Approving the Variance for Clover Ridge Apartments/AV Development/PC #2022-42

City Administrator Podhradsky introduced the item to the Council and City Planner Hansen provided a presentation on it.

City Administrator Podhradsky pointed out the next item is the same issue and when there is a site that has a wetland which makes up a majority of the site, City ordinance says to calculate the usable open space based on gross acreage of the entire site rather than just the developable site. In doing so, it creates a big deviation between what is allowed for Floor Area Ratio (FAR) on a site compared to what open space requirements would be. If the City required them to do the open space requirement, it would render more than half of the site undevelopable which would mean they could not develop it consistent with the Comprehensive Plan.

Attorney Saufley stated the City's application of the site area is consistent with the Code and consistent with the projects he has seen. The anomaly here is the way the wetland is calculated and the technicality that it presents as they end up with an outsized amount of acreage that needs to be dedicated. In looking at the net site area, it is a 5.7 acre site but the City cannot use the net site area in calculating the number. Second, whether this is the type of application that requires a variance, he would say that is exactly what this is; a variance is meant to be a blow off valve for when the Code does not fit perfectly. The City needs to find a practical difficulty that prevents the developer from developing the project on the site, that is unique to the natural features of the property and were not created by the Applicant, that the proposed project is reasonable given the zoning in the area and is consistent with the Comprehensive Plan, and whether it presents a harm to the neighborhood and will upset the unique character and quality of the neighborhood. From his perspective as he has worked with Staff, these three findings were met. He noted this is a Statutory creature, it is practical difficulty, and is not an undue hardship.

City Planner Hansen continued the presentation.

Councilmember Hatfield thinks it was a good explanation, plenty of review has been done on it, and as long as the City has maintained consistency it makes sense.

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Councilmember Hubbard stated she spent a countless amount of time reviewing materials, variance, criteria, and neighborhood concerns. She feels it has met criteria for the variance and understands that is a difficult decision for the Ward.

Councilmember Huang said based on legal criteria, there are not a lot of options to build without a variance. From that perspective, it meets practical difficulty for him.

Mayor Windschitl stated he feels the same, the City Council has asked some tough questions, looked into it, and they are following what has been done on a routine basis. He is comfortable with this.

Motion by Councilmember Huang, second by Councilmember Hatfield to Adopt Resolution 2022-88 Approving the Variance from Zoning Section 15.28.120.F.1 to reduce the Usable Open Space for Clover Ridge Apartments from 15% down to 8.75%.
Motion carried.

8.B. Adopt Resolution 2022-89, 2022-90 and 2022-91 Approving the Final Site & Building Plan, Final Plat and Variances for The Gallery Apts/Chase Real Estate/PC #2022-43

City Administrator Podhradsky introduced the item to the Council and City Planner Hansen provided a presentation on it.

Councilmember Huang clarified regarding the bedroom calculation for parking, it could be a family bedroom or child bedroom.

City Planner Hansen replied in the affirmative.

City Administrator Podhradsky noted the most recent conversation like this was Jonathan Flats and the City has found using the bedroom count is a good method for determining required parking. They are looking at an ordinance audit regarding this issue as the City has been over-parking sites when requiring two parking stalls per unit. The bedroom count has been much more accurate for that calculation.

Mayor Windschitl noted it is not only the developer's problem but also the City's because if there is on-street parking, that is a City problem. He noted that so far it has been working really well.

Councilmember Hubbard asked how the parking has been at Jonathan Flats.

City Administrator Podhradsky replied parking has worked out really well and is the best test of any parking as the site has no other places one could park as there is no street parking and the rest is tow.

City Planner Hansen continued the presentation.

Councilmember Grau stated he is fine with the parking and believes in consistency and being practical. The City's ultimate goal is to develop that space per the Comprehensive Plan for multi-family use. He does not like making exceptions or variances but if it meets the needs that the

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City desires the space to be, it benefits residents and future residents, there is a practical understanding that the numbers work, and the variance makes sense.

Councilmember Hubbard asked if there was any feedback from the neighborhood meeting in July.

The developer addressed the Council and replied four people attended and the primary discussion was over the variance regarding the square footage and the size of the building.

Councilmember Hubbard echoed Councilmember Grau's statements in regard to practicality. In looking at the site, the changes that have been made from concept until now, she thinks it fits really well, the materials have changed significantly to blend with the neighborhood, the zoning is there for high-density residential, and there is a significant need for this type of housing. She understands any changes to a landscape for residents is a hardship and can be scary and she empathizes. She also empathizes with the countless phone calls and emails from residents vying to have a home in Chaska but may not be able to afford a house and needs an apartment. She could get into the argument of rent costs and noted these are not what she deems as affordable housing because they are market rate apartments. She hopes providing ample housing in this stock will drive prices down so apartment housing can be a bit more affordable. She thinks the apartment is done really well with nice accommodations and amenities and the completion of trail systems are for everyone to enjoy.

Councilmember Hatfield noted Councilmember Hubbard brings up a good point on the economics of developments like this. Where there is a demand and not a supply, it will effectively price people out of the neighborhood by now allowing that demand to be met.

Councilmember Hubbard looks at the intention of Clover Ridge and driving through the neighborhood one sees a multitude of different housing such as single-family homes with larger lots, smaller lots, apartments, and townhomes. She noted the intention is there and she cannot speak for people who live there but thinks the intention is clear when moving into that neighborhood.

Councilmember Huang looks at it from a technical and legal perspective and based his understanding this does meet the criteria. He commented are there things he would like to change about it, sure, but he appreciates the effort and engagement the Applicant has put forth and thinks it forces the City to look at whether they are doing things right with the law and ordinances.

Mayor Windschitl stated he is good with most of the parking and the variance. He thinks the Applicant has followed, been consistent, and thinks the resident comments have been listened to as they have seen the building change. It is more of a quality product and that is important. He feels comfortable with all three resolutions tonight. He noted this is not a public hearing but welcomed the two gentlemen who put a lot of time into this to come to the podium.

Travis Olson, 1439 Sophia Drive, addressed the Council. He thanked the Council for the process noting he has learned that one does not always get what they want but having the opportunity

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to have your voice heard is the intent here. At the end of the day, they are happy to get new neighbors. He commented about the changes made since concept, noting he was looking to highlight the areas for opportunity both from citizens, Planning Commission, and Council as how to make the process work. He thanked the City Council for letting his voice be heard and hearing him.

Wade Sorenson, 1456 Sophia Drive, addressed the Council. He commented that this process has shown some serious issues in the Chaska City Code as the FAR has three different definitions on how it can be calculated. If there is a process to look at Code, he would love to be part of it as there are issues that need to be resolved when one could look at the Code in different ways. He thinks the City is playing very loose with consistency on net versus gross, how to define that, and when to use one versus the other. Finally, he asked the Councilmembers to realize the precedence they are setting tonight in letting the wetland of an adjacent property not on site dictate parking spaces as it is a very dangerous precedence. He noted it is one that anyone on any property that adjoins a wetland could probably use as justification for a variance. He thinks the Council is being short-sighted to get this particular project approved.

Councilmember Grau disagreed with saying it is short-sighted because he does not think it was a man-made issue by the builder and would expect a builder with a wetland impacting their ability to at least ask the question. For him, it is a result of being something that was not created by the Applicant but was existing in the topography of the land.

Mr. Sorenson suggested looking into the case of Castle Design vs. the City of Lake Elmo as the exact scenario played out in that case. He noted the Applicant is buying a 5.7 acre parcel and this building requires 8.8 acres. At the end of the day, that should be all they need to know.

Mayor Windschitl commented he does not think the parking has to do with the wetlands as they have talked about that at great length.

Motion by Councilmember Hubbard, second by Councilmember Huang to Adopt Resolution 2022-89 Approving the Final Site & Building Plan and Final Plat for The Gallery Chaska Apartments (PC #2022-43).
Motion carried.

8.B.i. Resolution 2022-90 Approving the Variance from Zoning Section 15.28.030.F to Reduce the Required Number of Off-Street Parking Spaces from 250 to 313

City Administrator Podhradsky introduced the item to the Council and City Planner Hanson provided a presentation on it.

Motion by Councilmember Grau, second by Councilmember Hubbard to Adopt Resolution 2022-90 Approving the Variance from Zoning Section 15.28.030.F (Required Number of Off-Street Parking Spaces) to reduce the required number of off-street parking spaces from 350 to 313 for The Gallery Apartments.
Motion carried.

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8.B.ii. Resolution 2022-91 Approving the Variance from Zoning Section 15.28.120.F.1 Usable Open Space to reduce the Usable Open Space for The Gallery Apartments from 15% down to 5.5%

Motion by Councilmember Hubbard, second by Councilmember Hatfield to Adopt Resolution 2022-91 Approving the Variance from Zoning Section 15.28.120.F.1 Usable Open Space to reduce the Usable Open Space for The Gallery Apartments from 15% down to 5.5%.
Motion carried.

8.C. Adopt Resolution 2022-92 Approving the Preliminary Plat for Hidden Maples (fka Firemen's Park II)/Landmark Builders/PC #2022-44

City Administrator Podhradsky introduced the item to the Council and City Planner Hanson provided a presentation on it.

Councilmember Hatfield is appreciative that it is four homes instead of five although she thinks the homes still feel big and hopes they can include some elements that don't make them feel so diverse from what is across the street.

Councilmember Huang agreed it is a good change and while the houses are a little bigger than others in the neighborhood, that is where the market is and what people want. It is not super over-sized and seems like it is in that sweet spot for the market.

Councilmember Grau likes four houses versus five and noted house four sits farther back so he worries about how close it is to the house in the back. He stated that if the opportunity exists to have a non-official park in the City of Chaska, he would ask not to put a City sign on the property because it caused a lot of confusion.

Mayor Windschitl thinks it is a good plan. He noted many of the trees would have been taken out during the road reconstruction and thinks they will have a way healthier mix of trees. He stated Emerald Ash Borer has really taken off in the last six months. He asked to touch on the history of that park, noting there was not a park on the east side of town so he does not know how it came about but the fire department built a park by the courthouse. When the courthouse expanded, he thinks it was a handshake to go down into that area and a sign was put on it. He asked whose blue shipping container is shown.

Eugene Vorobery, 1394 Romeo Court, addressed the Council. He noted the blue shipping container belongs to him and it would be going away. He stated there are shipping containers across from the other warehouses.

Councilmember Hatfield noted some residents have mentioned the lack of mowing and the aggressive no trespassing signs.

Mr Volobery noted he took the park down and he does not want people to get hurt.

Councilmember Hatfield stated the hill along 6th Street E needs to be taken care and mowed. She asked if the City has heard anything from the neighbors.

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City Planner Hansen replied the City sent notifications but has not heard anything directly.

Councilmember Hubbard asked about St. John's, future park plans, and if there are dates.

City Administrator Podhradsky replied prior to COVID, they were trying to get a concept together but it stalled out.

Motion by Councilmember Huang, second by Councilmember Grau to Adopt Resolution 2022-92 Approving the Preliminary Plat for Hidden Maples (PC# 2022-44).

Motion carried.

8.D. Adopt Resolution 2022-93 and Ordinance No. 1018 Approving the Preliminary Plat and Rezoning for Club West 11th/Tradition Development/PC #2022-45

City Administrator Podhradsky introduced the item to the Council and City Planner Hansen provided a presentation on it.

Councilmember Hatfield asked which would be a more amenable turnaround for emergency services, round because they don't like backing in.

City Planner Hansen replied it could be either or and the City does not have a preference on that but does have a preference on where it is located.

Councilmember Grau asked if the Harvest Association been turned over to individuals or has it not hit the threshold because they keep adding houses to it.

City Planner Hansen does not know but it would be a good question for the developer.

Patrick Wrase addressed the Council. He noted he is not an expert on HOA but believes the turnover percentage is 70% build out. He does not believe Harvest has been turned over yet but thinks it should be quite soon.

City Administrator Podhradsky noted the 70% is per State Statute.

Mayor Windschitl asked if the developer has had any conversations with the Kusskes and is it possible to bring the construction up from the bottom.

Mr. Wrase noted they have a good relationship with Jason Kusske and he has not spoken with him about that subject. However, he needs to work with Mr. Kusske to get a conditional use permit so he will ask about the possibility of coming in from that point.

Motion by Councilmember Huang, second by Councilmember Hubbard to Adopt Resolution 2022-93 Approving the Preliminary Plat for Club West 11th Addition (PC #2022-45).

Councilmember Grau stated he appreciated that the house count aligns with adjacent houses with backyards lining up nicely.

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Motion carried.

8.D.i. Ordinance No. 1018

Motion by Councilmember Grau, second by Councilmember Hatfield to Adopt Ordinance No. 1018 Approving the rezoning from Open (O) to Planned Residential District No. 62 (PRD-62).
Motion carried.

8.E. Adopt Resolution 2022-94 Approving the Concept Plan for Structures, Inc./Jeremy Banken/PC #2022-46

City Administrator Podhradsky introduced the item to the Council and City Planner Hanson provided a presentation on it.

Councilmember Grau asked about the higher space to the right on the drawing and whether it is still needed.

City Planner Hansen replied they would still have that in all three buildings with a level of office and the warehouse space. They will probably see it on a smaller scale in all three buildings.

Councilmember Hatfield noted Lots 1 and 3 sit closer to the road and asked if they could somehow blend in as it moves toward residential.

Councilmember Huang noted Option A has different layers of screening with trees, a roadway, and security fencing before the yard. The multiple layers are very thoughtful. He thanked the Applicant for giving multiple options and it gives the sense of being a good neighbor in the community.

Councilmember Grau asked if there is intent in the future to sell off parts of it.

The Applicant replied somewhere down the line they will probably be sold as it is an inventory that is really good for smaller contractors.

Mayor Windschitl stated he is happy to see something come forward on this, thinks it will be nice fill in there, and that a lot of contractors are looking for things like this.

Motion by Councilmember Hatfield, second by Councilmember Huang to Adopt Resolution 2022-94 Approving the Concept Plan for Structures, Inc. (PC #2022-46).
Motion carried.

9. Bills

9.A. Accounts Payable Council Roster 7-18-2022

The Council requested further information about bills on page 8.

Councilmember Huang referenced page 8 regarding the fuel purchase, noting the volatility of fuel these days, coming down from record highs, and since the City tends to buy in bulk once

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or twice a year, he would ask if they have changed the strategy knowing the situation right now.

City Administrator Podhradsky replied they do buy in bulk and have actually performed pretty well. They get diesel for \$4.80/gallon which is \$.70 less than what one can purchase at a station and they get unleaded for \$3.63/gallon which is also less. He noted they have looked at other vendors but a bigger issue is whether they can provide the supply. The City has had really good luck with this wholesaler of gas as they have never had an issue in providing supply.

Motion by Councilmember Huang, second by Councilmember Hatfield to approve the bills as presented. Roll call was taken. Voting aye: Councilmembers Hatfield, Hubbard, Huang, Grau and Mayor Windschitl. Voting nay: None

10. Other Business

10.A. City Administrator's Report

9.A.i. Bi-Weekly Report 7-18-2022

10.B. Financial Reports

Councilmember Grau:

- It was good to see people at Fire and Ice and it was fun to take his mom to see the liveliness in the park and fireworks.
- Loves the orange shirts for volunteers and Staff.

Councilmember Huang:

- Congratulated the newly sworn-in officers on the Chaska Police Department.
- Fire and Ice had a fantastic turnout and it was great to see all the people and activities. He stated the City does such a great job including Park and Rec, the Police, and facilities.
- Stated Picnic with the Police is this Thursday at Veteran's Park from 5:30-8:30pm with a free dinner, raffle, and drawings.
- Noted Bark in the Park is on July 27 at Firemen's Park at 6:00pm.
- Shared that River City Days is on July 29 at City Square Park.
- Stated Night to Unite is on August 2. Councilmember Huang asked if the Councilmembers can ride along with the police to drop by some of the events.
- Stated Touch a Truck is on August 18 from 5-7:00pm at the Community Center.
- Shared that the Art in the Park at Firemen's Park is on August 28.
- Saw an article in the *Herald* about the Chaska Police Department's SMILE program and the voluntary registration of security cameras.
- Congratulated the City of Chaska for being ranked number 46 in the *Star Tribune* list of best places to work.
- Noted on Saturday morning he saw the Chaska's first responders in action and an accident had happened five minutes before he drove by the salon and called 911. Officers as well as Chaska Fire arrived and it was exciting to see them in action, their professionalism, control, and he noted they did a great job.
- Asked if the City Council can get public safety updates on trends a few times a year so they can answer questions received from the public.

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Councilmember Hubbard:

- Fire and Ice was a great event, the weather was perfect, parking was available, and it was really well done. She thanked everyone involved in the planning and said the fireworks were amazing.
- Carver County Library does the summer reading program and it is still running through August 13. There are some great prizes for kids participating in the program.

Councilmember Hatfield:

- Stated it was so nice to have a parking map at Fire and Ice and the community center task force came down to the booth to get involved.
- Said regarding Picnic with the Police they are also doing Stuff a Squad and encouraged people to bring school supplies.
- Noted the Suicide Hotline changed to 988 rather than the previous longer string of numbers. If someone needs it, call the hotline.

Assistant Administrator Durbin thanked those who were at the City booth for Fire and Ice.

Mayor Windschitl:

- Noted three meetings in August with the 29th being a work session and may be a Council meeting.
- Shared in tonight's work session they talked about notification of residents regarding projects and have a plan for the future and things will change.
- Invited people to the City booth at River City Days.
- Stated they plan to have a picnic at each of the four Wards with Ward 2 on Wednesday, August 10 at Community Park from 5:30-7:30pm; Ward 1 on Thursday, August 11 at Veteran's Park from 5:30-7:30pm; Ward 3 on August 16 at Lion's Park 5:30-7:30pm; and Ward 4 is August 17 from 6:30-8:30pm.

11. Adjourn

Motion by Councilmember Hatfield, second by Councilmember Huang to adjourn the meeting at 9:57pm.

Motion carried.

REQUEST FOR ACTION CHASKA CITY COUNCIL 8/1/2022

Subject: SWCHS Special Assessment Agreement

Prepared By: Elise Durbin, Assistant City Administrator

BACKGROUND

In May, the City Council approved the Final Site and Building Plan for a 48,000 square foot fieldhouse addition at Southwest Christin High School. Earlier this summer the school applied for their building permit, which includes the building permit fee as well as the Metropolitan Council Sewer Availability Charge (SAC), and city sewer and water connection charges.

As part of the building plan review process, the Metropolitan Council determined that there were 40 new SAC units that needed to be paid for as a part of this expansion. The number of new SAC units also directly correlates with the water and sanitary sewer connection fees charged by the city. The current rate is for a water connection charge is \$4,578/SAC unit, while the rate for the sewer connection charge is \$3,756/SAC unit. For this project, with 40 SAC units, that is a water connection charge of \$183,120 and a sewer connection charge of \$150,240—totaling \$333,360.

While the school understood there would be these fees, they were not anticipating a SAC determination of 40 units—not only impacting the amount of the charges paid to the Metropolitan Council, but also charges to the city. They did contact the Metropolitan Council to discuss a reduction in that SAC determination; however, there was no change in the end. In discussing options city staff, they were given the option to petition to the City Council to put the city's water and sewer connection changes on a special assessment, which they have done.

A Special Assessment Agreement has been drafted outlining the terms of the assessment. Key points include:

- Five-year assessment term
- A fixed rate of market + 2%. This fee will be the fee the day the agreement is approved by the City Council.
- A 1.5 percent administration fee

CITY COUNCIL ACTION REQUESTED

Motion authorizing the Mayor and City Administrator to execute the Special Assessment Agreement with Southwest Christian High School.

SPECIAL ASSESSMENT AGREEMENT

This agreement (the "Agreement") is dated _____, 2022, by and between the CITY OF CHASKA, a Minnesota municipal corporation ("City"), and SOUTHWEST CHRISTIAN HIGH SCHOOL, INC., a Minnesota nonprofit corporation, (hereinafter referred to as the "Owner").

RECITALS

- A. The Owner is the fee owner of real property located in the City of Chaska as Carver County PID No. 306340050 and legally described on Exhibit A attached hereto ("Owner's Property");
- B. The Owner requested that the City approve an expansion of its facilities located on the Owner's Property (the "Fieldhouse Expansion"), which the City approved on May 16, 2022 by adopting Resolution 2022-60;
- C. The Fieldhouse Expansion will significantly increase the water and sewer use on the Owner's Property and results in additional charges for sanitary sewer connection and water connection ("SAC/WAC") fees to become due and payable prior to the issuance of building permits for the Fieldhouse Expansion;
- D. The City may assess the SAC/WAC fees ("SAC/WAC Assessment") and certify the same to the Carver County Auditor and cause the SAC/WAC fees to be payable over a period of time and to accrue interest at a rate established by the City Council.
- E. The Owner has applied to the City (the "Application") to request that the City impose a special assessment for the SAC/WAC fees due as a result of the Fieldhouse Expansion;
- F. City staff recommend that the City Council approve the Application for the SAC/WAC Assessment subject to certain conditions including that the Owner enter into this Agreement; and

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals.** The recitals stated above, and the exhibits attached hereto, are included as integral parts of this Agreement.

2. SAC/WAC Assessment. At the request of the Owner, the City shall cause Owner's Property to be assessed for \$333,360.00, which is the total of (1) SAC fee in the amount of \$150,240.00 and (2) the WAC fee in the amount of \$183,120.00. The assessment shall be deemed adopted on the date this Agreement is approved by the City Council and shall be sent to the Carver County Auditor for certification against the Owner's Property.

3. Assessment Terms. The SAC/WAC Assessment shall be payable over a period of five (5) years beginning in 2023 and shall accrue interest at a fixed rate of ____ percent annually, to be calculated upon the remaining balance, which shall begin to accrue on the date the assessment is adopted.

4. City Fees. The Owner shall be responsible to pay an administration fee of one and one-half percent (1.5%) of the SAC/WAC Assessment to offset City costs related to administering the assessment for Owner's benefit. In this instance, the fee is \$5,001. This fee must be paid within fifteen (15) days after the approval of this Agreement. Nothing in this Agreement shall alter or negate any fees that may be charged by the City.

5. Building Permits. By entering into this Agreement, the City shall consider satisfied the Owner's requirement to pay in full the SAC and WAC fees prior to the issuance of a building permit, on the condition, however, that any building permit issued for the Fieldhouse Expansion shall be revoked if Owner defaults on this Agreement.

6. Default. Owner shall be in default of this Agreement if it should fail to remit any payment for the SAC/WAC Assessment before the due date of said payment. Any failure to enforce a default shall not constitute a waiver of the right to enforce a default.

7. Waiver. Owner waives any and all procedural and substantive objections to the special assessment for the SAC/WAC Assessment, including but not limited to, hearing requirements and any claim that the assessment exceeds the benefit to the Owner's Property, and further waives any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081 as other remedy. This section shall run with the land and be binding upon any subsequent owner.

8. Agreement Runs with the Land. This Agreement shall run with the land, shall be recorded against title to the Owner's Property, and is binding upon all future individuals or entities who hold any interest in the Owner's Property. The Owner covenants with the City, its successors, and assigns, that the Owner has title to all the Owner's Property and that there are no unrecorded interests against it.

9. Assignment. The Owner may not assign this Agreement without the prior written permission of the City, which shall not be unreasonably withheld. No assignment shall be effective unless the assignee assumes in writing all obligations of the Owner under this Agreement and the documents related thereto, and evidence of such assumption shall be in a form mutually acceptable to the City and the Owner.

IN WITNESS WHEREOF, this Agreement was executed by the parties the day and year first above written.

COUNTERPART SIGNATURE PAGES TO FOLLOW

**THIS IS A COUNTERPART SIGNATURE PAGE TO THE SPECIAL ASSESSMENT AGREEMENT BETWEEN
THE CITY OF CHASKA AND SOUTHWEST CHRISTIAN HIGH SCHOOL, INC.**

CITY OF CHASKA

Mark Windschitl, Mayor

Matt Podhradsky, City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by Mark Windschitl and Matt Podhradsky, respectively the Mayor and City Administrator of the City of
Chaska, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority
granted by its City Council.

Notary Public

THIS IS A COUNTERPART SIGNATURE PAGE TO THE SPECIAL ASSESSMENT AGREEMENT BETWEEN
THE CITY OF CHASKA AND SOUTHWEST CHRISTIAN HIGH SCHOOL, INC.

SOUTHWEST CHRISTIAN HIGH SCHOOL, INC.

Name:

Its:

STATE OF MINNESOTA)
) ss
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by _____, the _____ of Southwest Christian High School, Inc. a
Minnesota nonprofit corporation on behalf of the nonprofit corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Melchert Hubert Sjodin, PLLP
121 West Main Street, Suite 200
Waconia, MN 55387
(952) 442-7700
(JMS/clw)

EXHIBIT A

Lot 1, Block 1 of SOUTHWEST CHRISTIAN HIGH SCHOOL DEVELOPMENT as recorded in Carver County, Minnesota.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
8/1/2022**

Subject: Temporary On-Sale Intoxicating License for Guardian Angels Church

Prepared By: Denise Beebe, Senior Clerk

Guardian Angels Church, 215 West 2nd Street, Chaska, Minnesota, has made application for a 1-day Temporary On-Sale Intoxicating License for the AngelFest Celebration being held at Guardian Angels Church on Saturday, September 24, 2022.

Applicant has provided the application, certificate of liquor liability and paid the requisite fee of \$50 (\$50/day of the event).

Staff recommends approval.

CITY COUNCIL ACTION REQUESTED

Motion to approve Temporary On-Sale Intoxicating License TW.22.05 for Guardian Angels Church, allowing them to serve intoxicating beverages at the AngelFest Celebration, effective September 24, 2022.

REQUEST FOR ACTION CHASKA CITY COUNCIL 08/01/2022

Subject: Amending 2022 Fund Budgets

Reviewed By: Noel Graczyk, Administrative Services Director

Prepared By: Matt Burt, Accountant II

Background

During initial reviews of the 2022 Budget, Finance staff and department heads have identified various adjustments, corrections, and requests. To ensure that the 2022 Budget better reflects anticipated actuals that are expected to occur, Finance staff has assembled the following amendments to the General Fund, Water, Sewer, Chaska Community Center, Chaska Town Course, and Chaska Curling and Event Center Funds.

Part-Time Wage Adjustments: As a final implementation phase of the part-time pay study that was done back in 2020, staff reviewed and implemented an increase to the part-time wages for employees that work in Parks and Recreation, Community Center, and Curling and Event Center operations. The impact on the General Fund will be offset by unallocated dollars and the impact on the Community Center and Curling and Event Center will be offset by fund balance. The total budgetary impact across the three funds is as follows:

	Increase
General Fund	\$1,100
Chaska Community Center Fund	\$40,700
Chaska Curling and Event Center Fund	\$15,700
Total	\$57,500

Water/Sewer Apprentice: The Water/Sewer department hired an apprentice maintenance worker on a six-month term as a part of community outreach program. This position was not previously accounted for the 2022 Budget and therefore needs to be added as an amendment. The total cost of the position is roughly \$40,000 and will be split equally between the Water and Sewer funds like all other positions within those two funds. This impact will be offset by fund balance for both funds.

Chaska Community Center Activity Analysis: Finance and Community Center staff met to review the current activity of the Community Center operations compared to what was expected with the 2022 Budget. Staff had set goals in the 2022 Budget based on the expected return of business after the mass reduction that was seen from the COVID-19 Pandemic in 2020 and 2021. It was noted that revenues in certain areas, such as Room Rentals, Ice Arena Rentals, and Personal Training Lessons, have far exceeded the initial expectations staff had. Along with the increases in revenue, there has also been an

increase in expenses related to increases in staffing needs as well as cleaning costs and building repairs. Adjustments that staff recommends based on this activity are a revenue increase of \$223,230 and an increase of \$107,327 to expenses.

Chaska Town Course Improvements: During the planning period of the 2022 Budget, staff identified improvements that were needed to be made at the Town Course including partial cart path replacements and driving range improvements. The original estimates that staff had originally planned ended up being too low once official bids were received primarily due to the increased cost of material. Another improvement that was not originally planned but became a critical improvement was the repair/replacement of failing retaining walls on the property. The total increase needed for the improvements is \$132,000. In 2022, Town Course staff implemented an increase of \$1.00 to the cost of their Range Tokens which should result in an increase in revenue of \$30,000 to help offset some of the added improvement costs.

Recommendation

Staff recommends adoption of the proposed resolution.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2022-96 Amending 2022 Fund Budgets.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE August 1, 2022 **RESOLUTION NO.** 2022-96

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

Resolution Amending 2022 Fund Budgets

WHEREAS, the City Council, on December 20, 2021, adopted Resolution No. 2021-92 adopting the 2021 Budget; and,

WHEREAS, budget amendments to the Water Fund, Sewer Fund, Chaska Community Center Fund, Chaska Town Course Fund, and Chaska Curling and Event Center Fund have been identified to reflect adjusted revenues and expenditures as estimated for 2022.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, that the following amendments to the 2022 Budget be adopted:

2022 Budget	Revenues and Other Sources	Expenditures and Other Uses	Net Increase (Decrease)
Water Fund (Fund 602)	\$4,380,540	\$ 4,311,466	\$69,074
Increases	0	20,000	(20,000)
Decreases	0	0	0
Amended Fund Budget	\$4,380,540	\$4,331,466	\$49,074

2022 Budget	Revenues and Other Sources	Expenditures and Other Uses	Net Increase (Decrease)
Sewer Fund (Fund 603)	\$5,179,150	\$5,485,750	\$(306,600)
Increases	0	20,000	(20,000)
Decreases	0	0	0
Amended Fund Budget	\$5,179,150	\$5,505,750	\$(326,600)

2022 Budget	Revenues and Other Sources	Expenditures and Other Uses	Net Increase (Decrease)
Chaska Community Center Fund (Fund 604)	\$4,021,443	\$4,381,596	\$(360,153)
Increases	223,230	148,027	75,203
Decreases	0	0	0
Amended Fund Budget	\$4,244,673	\$4,529,623	\$(284,950)

2022 Budget	Revenues and Other Sources	Expenditures and Other Uses	Net Increase (Decrease)
Chaska Town Course Fund (Fund 606)	\$3,030,400	\$2,860,152	\$170,248
Increases	30,000	132,000	(102,000)
Decreases	0	0	0
Amended Fund Budget	\$3,060,400	\$2,992,152	\$68,248

2022 Budget	Revenues and Other Sources	Expenditures and Other Uses	Net Increase (Decrease)
Chaska Curling and Event Center (Fund 610)	\$2,770,338	\$2,882,964	\$(112,626)
Increases	0	15,700	(15,700)
Decreases	0	0	0
Amended Fund Budget	\$2,770,338	\$2,898,664	\$(128,326)

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 1st day of August 2022.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
8/1/2022**

Subject: Temporary On-Sale Intoxicating License for Crown of Glory Lutheran Church

Prepared By: Denise Beebe, Senior Clerk

Crown of Glory Lutheran Church, 1141 Cardinal St., Chaska, Minnesota, has made application for a 1-day Temporary On-Sale Intoxicating License for their fall fund raiser being held at the Church on Friday, October 14, 2022.

This will be the 1st year for the event.

City approval is required for the application. Applicant has provided the application, certificate of liquor liability and paid the requisite fee of \$50 (\$50/day of the event).

Staff recommends approval.

CITY COUNCIL ACTION REQUESTED

Motion to approve the Temporary On-Sale Intoxicating License TW 22-06 for Crown of Glory Lutheran Church, that allows them to serve intoxicating beverages at their fund raising event, on October 14, 2022.

REQUEST FOR ACTION CHASKA CITY COUNCIL AUGUST 1, 2022

Subject: Chaska Miracle League Application

Prepared By: Mary Monteith, Parks and Recreation, Assistant to the Director

Staff Report:

When the City acquired the land for the future SW community park several years ago, there was intention and some initial fundraising effort to incorporate a Miracle League baseball field as part of the park. A miracle league baseball field is smaller in size and has specialized rubber turf that remove barriers to accommodate people with wheelchairs or other assertive devices in order to play the game. <https://www.miracleleague.com/about-2/>

The Chaska Rotary would like to resume fundraising efforts for the Miracle League Field and a universal design playground which typically get installed near the field. To help with fundraising efforts, staff needed to start creating a vision and understand the cost. Staff have had initial meetings with a representative from Flagship Recreation (Brett Altergott) as they are the authorized installer of Landscape Structures equipment/products as Landscape Structures are the exclusive partner of Miracle League.

On June 29th, 2022, staff hosted the first visioning meeting in Chaska. At this meeting there were city staff, parks commissioners, representatives from the Chaska Rotary, as well as St. Francis, and local families with children who have disabilities. This was the start of discussing the miracle league field and universal design playground slated for the future SW Chaska community park area as well as generating thoughts, ideas, and excitement for the project.

As part of this planning process, staff need to submit an application for membership into the Miracle League organization and begin coordinating initial marketing for the Chaska Rotary to get started on fundraising.

Staff recommend City Council approval to submit application to The Miracle League for membership.

CITY COUNCIL ACTION REQUESTED

Motion to Council for approval to submit application to The Miracle League for membership.



We are thrilled about your excitement, desire, and commitment to build a Miracle League field and program in your community. The next step is to become an official member of The Miracle League, as over 325 other cities have, to be part of an international mission to bring baseball to all children and young adults no matter their abilities. Membership gives your league priceless benefits, including:

- **Investment in the future growth of Miracle League programs in your community and around the world**
- **A complete manual with A to Z instructions and assistance on how to build your field and develop and maintain your league and program**
- **New member corporate orientation at the Miracle League office and/or conference call**
- **Support staff from The Miracle League's Corporate Office willing to serve in every way possible**
- **Permission to use the official Miracle League name and US Registered Trademarked Logo**
- **Miracle League preferred partner services available include but not limited to:**
 - **Reduced pricing on surfacing and extended warranties**
 - **Favorable rate classification through insurance carrier**
 - **Favorable pricing on uniforms and sporting equipment**
 - **Photography partner and donor for your league – money raised nationally that will support your local league.**
 - **Favorable rates on website design and packages**
 - **On-line registration and giving tools**
 - **Project Management - design, budget, drawings, & construction documents**
 - **Full or partial service construction of field, playground, and other site elements i.e., parking, circulation, shelters, concession, and restrooms. (Companies experienced in building accessible sports complexes and Miracle League Fields)**
- **National Awareness Advertising Campaign**
- **Opportunity to raise funds through a custom Miracle League Gear Web store**
- **A ready-made supply of professionally designed brochures, DVDs, and the new theme song as well as other marketing support materials**
- **Wholesale prices on Miracle League Merchandise**

- On-going National Media participation and recognition including:
 - Part of the national Baseball Hall of Fame
 - National Television – NBC, CNN, Fox Sports, HBO, ESPN, The Today Show, Nightly News with Tom Brokaw, Katie Couric Show and more
- National and International Networking and Awareness (our office shares all leads, donors, volunteers, and players with your local director)
- Eligibility for players and directors to attend our annual All-Star Event
- The credibility of a national organization serving over 250,000 children and young adults in over 325 leagues across the country. There is strength in numbers!

The Miracle League official member fee is \$500 per year. Upon receipt of the application (see attached) and the \$500 fee, the Corporate Office will contact you for an interview and final approval. Once approved, we will mail you The Miracle League Manual which includes the official Miracle League logo and other resources.

As an official Miracle League member, we recommend that you begin working with a local youth baseball association, city or county government, church groups, civic groups, and corporations to fund and provide awareness for this truly meaningful project.

Due to the high cost of production and postage, we would greatly appreciate a donation of \$10.00 to cover the cost of the enclosed package.

We look forward to working with you along with hundreds of communities around the globe on this commendable endeavor. It is such a heart-warming experience to watch Miracle League kids play out their dreams, and we hope to assist in making these dreams come true in your community.

“Every Child Deserves a Chance to Play Baseball.”

Diane

Diane Alford
President and Executive Director

Stephanie

Stephanie Davis
National Program Director



APPLICATION (2022)

League Name: Miracle League of Chaska

Mailing Address: 1661 Park Ridge Drive

City: Chaska State: MN Zip: 55318

Field Location: (City ONLY) Chaska (Zip Code) 55318

Website: www.miracleleaguechaska.com

Contact Person and Title: Marshall Grange, Chaska Parks and Recreation Director

Telephone: 952-227-7758 Cell: 651-428-5206

E-mail Address: mgrange@chaskamn.com

Second Contact Person and Title: Matt Podhradsky/Chaska City Administrator

Telephone: 952-227-7523 Cell: 952-913-1952

E-mail Address: mpodhradsky@chaskamn.com

Partnerships: (example, local government, parks and rec., YMCA, civic clubs, churches and etc.)

Contact Person:

Contact information:

Matt Podhradsky/Chaska Rotary

mpodhradsky@chaskamn.com

Vicki Miles/St. Francis/Allina Rehab

vicki.miles@allina.com

- ✓ Annually Membership fee: \$500.00
- ✓ **ONLY current members have the authorization to use The Miracle League Name and The Miracle League Logo.**
- ✓ Use of The Miracle League name and/or logo is reserved for active Miracle League Members only. The Logo is to have no changes including shape or color. Your Miracle League Name can be added as followed: The Miracle League of Chaska.
- ✓ You can only display your Miracle League Logo on your Miracle League Website. You do not have the approval to add any other Miracle Leagues and/or their Logos to your website or any marketing materials without approval.
- ✓ Your Miracle League Chapter has been approved for one location. If interested in a second location, there must be approval through the corporate office.
- ✓ All materials which will be furnished to you from The Miracle League's Corporate Office are not to be given to other communities or organizations. The information you are given can only be used by individuals and groups which are involved with your direct local Miracle League. Please refer other communities back to the corporate office.
- ✓ The goal of The Miracle League is to allow as much flexibility as possible when it comes to the design and construction of your Miracle League Field. Because of liability risks and protecting the overall integrity of The Miracle League Program, there are required construction specifications pertaining to both the construction of the field and the surfaces that are required to be used on the fields, playgrounds, and any other surfaced areas within the Miracle league Complex. You will be provided with a list of approved surface vendors and products, as well as any other information to help you make an informed decision as to which of the approved products will work best for your local community and complex.
- ✓ Once an Architect, Engineer, and/or a General Contractor have been awarded your Miracle League project their contact information must be forward to The Miracle League's Corporate Office and we will provide them with additional specifications they will need.
- ✓ All other inquiries need to be directed to The Miracle League's Corporate Office.
- ✓ Mail completed application and check to:

The Miracle League
1506 Klondike Road Suite 105
Conyers, GA 30094
(770) 760-1933

Membership Terms & Joint Mission Agreement

WHEREAS, it is now desired by both parties that the parties do hereby agree:

To join efforts with The Miracle League in the support, representation, promotion and awareness to provide opportunities for individuals with disabilities to play baseball regardless of their abilities.

To promote community support and sponsorship of The Miracle Leagues.

To promote and assist in building a Miracle League and construction of facilities that meets the unique needs of Miracle League players and their families with a special custom designed rubberized turf field that accommodates wheelchairs and other assistive devices while helping to prevent injuries.

To promote and assist in building a Miracle League Baseball Field in the midst of a youth recreational sports complex to help stop the segregation of individuals with disabilities.

To promote and assist The Miracle League Program throughout the nation and into the international arena, giving all children and adults the opportunity to play baseball no matter their ability.

To demonstrate enthusiasm, love and compassion for each player and his/her family.

To demonstrate high morals and integrity at all times.

To provide The Miracle League a signed Membership Application. To remain in good standings as a local chapter each Miracle League must submit an annual updated membership form and annual fee.

The Miracle League was created to promote and support cities around the globe to give all individuals with disabilities the opportunity to play. We want to help give individuals with different abilities the opportunity to achieve that dream.

The Miracle League in conjunction with The Miracle League of Chaska, does hereby agree to these terms.

Logo Terms of Use

All use of The Miracle League Logo and Name must be preapproved by The Miracle League's Corporate Office. The Logo should be used at all times to protect the integrity of The Miracle League. Because of US Trademark, it is very important that you use the correct colors indicated below when printing The Miracle League Logo.

Logo Colors: Approved PMS Colors:

Pantone 7462 C – Blue
Pantone 2607 C – Purple
Pantone 7413 C – Orange
Pantone 012 C – Yellow



- ✓ The Miracle League Logo cannot be altered; the name of your city can be added to the bottom of the Logo without changing original art work. Example: The Miracle League of New York City
- ✓ No other colors variations are permitted.
- ✓ Black and White conversion is acceptable for special circumstances.
- ✓ The Logo cannot be used on materials such as books, music, movie and etc. without the written approval of The Miracle League's Corporate Office.
- ✓ You can only display your Miracle League Logo on your Miracle League Website; you do not have the approval to add any other Miracle Leagues and/or their Logos to your website or any marketing materials.
- ✓ The Logo cannot be used for national fundraising efforts without the written approval of The Miracle League's Corporate Office.

Approved Miracle League Logos Locations:

- Your Website
- On the Field
- On Event Signage
- In your advertising relating to The Miracle League

Non- Approved Miracle League Logos Locations:

On your Partners Websites, without the approval of The Miracle League's Corporate Office.

NO Retail Items. The Miracle League's Corporate Office has the right to reject the use of the Logo that is not protecting the integrity of The Miracle League, its Players, Board of Directors and/or any other affiliates.

Field Certification Requirements

The Miracle League membership requires that each field be designed based upon the approved standard size range. Exceptions are made but must be approved prior to final design.

Fields, Playgrounds and other surfaced areas in the Miracle League Complex must be approved for use by The Miracle League and supplied by one of the approved surface vendors. A complete list of all approved surfaces and suppliers will be provided upon approval of your membership. An additional surface letter of agreement will be required explaining the details of our approved surface program for any artificial surface used in the Miracle League complex.

The Miracle League's Corporate Office will provide your design team with a package that will include the field layout, design and basic details. These will be helpful to complete your final construction documents.

Final design, construction drawings and bid documents must be submitted to The Miracle League's Corporate Office for approval prior to the start of construction.

Confidentiality Agreement

No Miracle League data, information or operational responsibilities can be handed over to another community, organization, city or county government. All inquiries must be referred and approved by The Miracle League's Corporate Office. The undersigned agrees not to share any data, information or operational responsibilities with a third-party organization with the intent or purpose of creating a non-affiliated, non-sanctioned, similar or rival league.

WHEREAS, an Agreement ("Agreement") having been made and entered into on, _____ ("Effective Date") between **The Miracle League**, having a place of business at **1506 Klondike Road, Suite 105, Conyers, GA 30094**, a 501 (C) 3 organization existing under the laws of the State of Georgia,

and **The Miracle League of Chaska**, having a place of business at,

1661 Park Ridge Dr., Chaska MN, 55318

1

a Municipal organization existing under the laws of the State of Minnesota.

I do hereby agree that I/we represent only The Miracle League of Chaska, _____
located in Chaska _____ (city) _____ MN _____ (state).

In the future if your organization decides to build a 2nd Miracle League field outside your 1st location, or decides to reach out to assist another location, that field/league/community/city/county must join The Miracle League and have its own membership! Our office will assist in getting that community on board, providing them with a member manual and work closely with them to achieve their vision and goals. Your willingness to help those new locations would be greatly appreciated once we received a new member application.

Mark Windschitl date

Diane Alford date
Executive Director

Print name

Print name

Representing the Miracle League of Chaska,

1661 Park Ridge Dr., Chaska MN, 55318

Address

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
08/01/2022**

Subject: PUBLIC HEARING: Drainage & Utility Easement Vacation for Easement over Hazeltine Plaza Plat

Applicant: City of Chaska

Case File: 2022-47

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution

In 1997, an easement for drainage, utility and ponding purposes was granted to the City and recorded with Carver County as a separate document. This easement covered the ponding area that exists just south of Kohl's. In 2007, the final plat for Hazeltine Plaza was approved. This plat showed a drainage and utility easement area over most of Outlot A, which encompassed the entirety of the ponding south of Kohl's and Park Dental. Thus, the 1997 easement area and the 2007 Outlot A easement area currently overlap. After recent review of the 1997 easement, it was noted that the legal description contained therein had errors. Specifically, the easement area crosses over onto Lots 4 (Kohl's) and 5 (Park Dental) of Hazeltine Plaza.

A vacation of the 1997 drainage & utility easement is being requested to fix the title problems caused by the legal description errors described above. Because, the final plat that was approved for Hazeltine Plaza (Outlot A) established a new drainage and utility easement over the entirety of the ponding area, City staff have determined that this easement is sufficient, and the vacation of the 1997 easement does not render the need for a new, corrected easement.

Attached is the Easement Vacation exhibit, that provides the location and legal description for the easement area being vacated.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2022-95 to approve the Drainage & Utility Easement Vacation within the Hazeltine Plaza plat (PC #2022-47).

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA
RESOLUTION**

DATE August 1, 2022 **RESOLUTION NO.** 2022-95

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

Resolution Vacating Drainage and Utility Easement

WHEREAS, pursuant to Minnesota Statutes §§412.851 and 462.358, subd. 7, the City of Chaska, Minnesota (the “City”) desires to vacate an Easement for Drainage, Utility and Ponding Purposes dated April 22, 1997, filed as Document No. T96466 with the Carver County Registrar of Titles on May 1, 1997 (the “Subject Easement”); and

WHEREAS, a public hearing on the proposed vacation was held on August 1, 2022 at 7:00 p.m. in the Council Chambers of City Hall, One City Hall Plaza, Chaska Minnesota; and

WHEREAS, notice of the time, place and date of the hearing and the proposed resolution to vacate the Subject Easement was given by posting, publication, and mailed notice to all affected property owners as provided by law; and

WHEREAS, at the time and place fixed for the hearing, all persons and parties interested in this matter were given an opportunity to be heard; and

WHEREAS, the City Council, having considered the proposed vacation, finds the vacation will benefit the public interests and the City of Chaska whereas: i) the Subject Easement overlaps easements dedicated in the plat of HAZELTINE PLAZA, Carver County, Minnesota; ii) the City no longer needs the Subject Easement given the existence of the platted easements; iii) the Subject Easement contains an error in the legal description of the easement area that results in a portion of the easement area unintentionally encumbering adjacent property (Lots 4 and 5, Block 1, HAZELTINE PLAZA); and iv) for other reasons as presented at the hearing; and

WHEREAS, four-fifths of all members of the City Council concur in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chaska, Minnesota, that:

1. The above recitals and findings are hereby incorporated by reference into this resolution.
2. The proposed vacation is in the best interests of the public and the City of Chaska, Minnesota.
3. The Easement for Drainage, Utility and Ponding Purposes dated April 22, 1997, filed as Document No. T96466 with the Carver County Registrar of Titles on May 1, 1997 is HEREBY DECLARED VACATED:

4. THE VACATION DOES NOT INCLUDE any drainage and utility easements, road easements, or other dedications depicted in the plat of HAZELTINE PLAZA, Carver County, Minnesota, which shall remain in full force and effect as created in such plat.
5. The City Administrator shall prepare and present to the proper County officers a Notice of Completion of this vacation proceeding in accordance with Minnesota Statutes §412.851.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 1st day of August, 2022.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

STATE OF MINNESOTA)
)
COUNTY OF CARVER) §
)
CITY OF CHASKA)

CLERK'S CERTIFICATE

I, Suzanne L. Miller, being the duly qualified Deputy Clerk for the City of Chaska, Minnesota, DO HEREBY CERTIFY, that I have compared the attached original copy of the *Easement for Drainage, Utility and Ponding Purposes between Chaska Investment Limited Partnership and the City of Chaska*, with the original on file and of record in the Office of the City Clerk and that the same is a full, true and correct copy of the original thereof.

WITNESS my hand as such Deputy City Clerk and the official seal of the City of Chaska, Minnesota, this 30th day of April, 1997.

Suzanne L. Miller
Suzanne L. Miller, Deputy Clerk

SEAL

#12

EASEMENT FOR DRAINAGE, UTILITY AND PONDING PURPOSES

THIS INDENTURE, Made this 22nd day of April, 1997, by and between Chaska Investment Limited Partnership, a Minnesota limited partnership, party of the first part; and City of Chaska, a municipal corporation organized under the laws of the State of Minnesota, party of the second part;

WITNESSETH:

WHEREAS, said party of the first part, in consideration of the sum of One Dollar and Other Good and Valuable Consideration, to it in hand paid by said party of the second part, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, quit claim and convey unto said party of the second part, its successors and assignees, a perpetual easement for drainage, utility and ponding purposes, including the right to enter for the purposes of surveying, constructing, operating, maintaining, altering, repairing and reconstructing said area for drainage, utility and ponding purposes, in, under and over that part of the following described property:

Lot 6, HAZELTINE ACRES, according to the recorded plat thereof, except that part which lies easterly of the northerly extension of the east line of the Southwest Quarter of the Northwest Quarter of Section 28, Township 116, Range 23.

Except that part of Lot 6, HAZELTINE ACRES, as platted and recorded, Carver County, Minnesota, lying southerly and westerly of the following described line: Beginning at a point on the west line of said Lot 6, said point being North 00 degrees 51 minutes 41 seconds East, assumed bearing, 302.57 feet from the southwest corner of said Lot 6, said southwest corner also being on the east line of State Trunk Highway No. 41 as shown on said plat; thence North 63 degrees 30 minutes 30 seconds East 188.22 feet; thence North 00 degrees 43 minutes 55 seconds West 115.54 feet; thence North 83 degrees 04 minutes 28 seconds East 313.13 feet; thence South 65 degrees 28 minutes 37 seconds East 63.55 feet; thence North 83 degrees 23 minutes 58 seconds East 124.15 feet; thence North 45 degrees 11 minutes 27 seconds East 132.40 feet; thence North 64 degrees 48 minutes 47 seconds East 197.47 feet; thence North 87 degrees 16 minutes 02 seconds East 334.05 feet to a point on the northerly projection of the east line of the Southwest Quarter of the Northwest Quarter of said Section 28; thence southerly along said northerly projection of the east line to a point on the south line of said Lot 6 and said line there terminating, which easement is described as follows, to-wit:

A permanent easement for public drainage, utility and ponding purposes over, under and across that portion of said property lying southerly and easterly of the following described line:

Commencing at the intersection of the north line of CHASKA COMMONS, as platted and recorded, Carver County, Minnesota, with the centerline of Hundertmark Road, as dedicated in said plat; thence South 87 degrees 16 minutes 02 seconds West, plat bearing, 278.40 feet along the north line of said CHASKA COMMONS to the point of beginning of the line to be described; thence North 83 degrees 343.80 feet; thence North 85 degrees 29 minutes 02 seconds West 382.38 feet; thence South 00 degrees 07 minutes 14 seconds West 261.25 feet, more or less, to the north line of said CHASKA COMMONS, and said line there terminating.

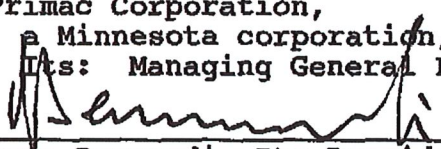
The grant of easement herein contained shall include the right to remove from the land over which the above-described easement passes, any structure, tree or object which, in the opinion of second party, will interfere with said purposes.

The party of the first part does hereby covenant with second party that it is lawfully seized and possessed of the real estate above described and it has good and lawful right to convey it.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed the day and year first above written.

CHASKA INVESTMENT LIMITED PARTNERSHIP,
a Minnesota limited partnership,

By: Primac Corporation,
a Minnesota corporation,
Its: Managing General Partner

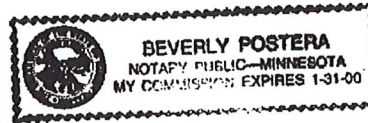
By 
Vasdo Bernardi, Its President

STATE OF MINNESOTA)
COUNTY OF CARVER) ss.

The foregoing instrument was acknowledged before me this 22nd day of April, 1997, by Vasco Bernardi, the President of Primac Corporation, a Minnesota corporation and a General Partner of Chaska Investment Limited Partnership, a Minnesota limited partnership, on behalf of said limited partnership.

Beverly Postera
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Melchert, Hubert, Sjodin &
Willemsen, P.L.L.P. (LM)
112 Second Street West
P. O. Box 67
Chaska, Minnesota 55318



C:\wp51\luke\forms\4cilp.eas

Document No: 796416
STATE OF MINNESOTA
CARVER COUNTY REGISTRAR OF TITLES
(Torrrens Department)

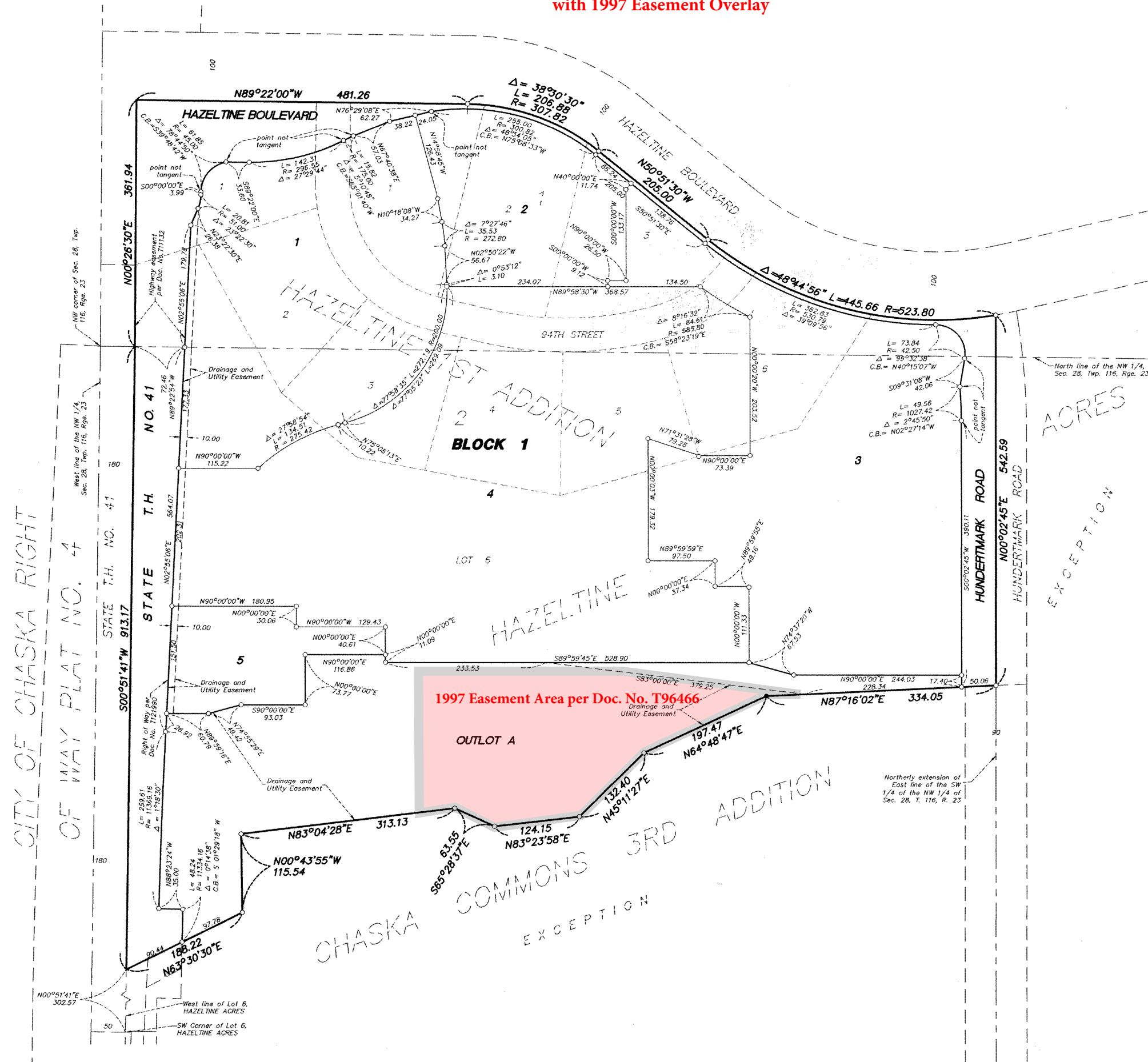
Filing Fee: 19.50 Copy Fee _____
Check No: _____ Cash _____
Filed On MAY 1, 1997
at _____
Certificate No: 23792
Book 72 Page 308
Carl W. Hanson Jr., Registrar of Titles

By: Deborah Benpton

HAZELTINE PLAZA

with 1997 Easement Overlay

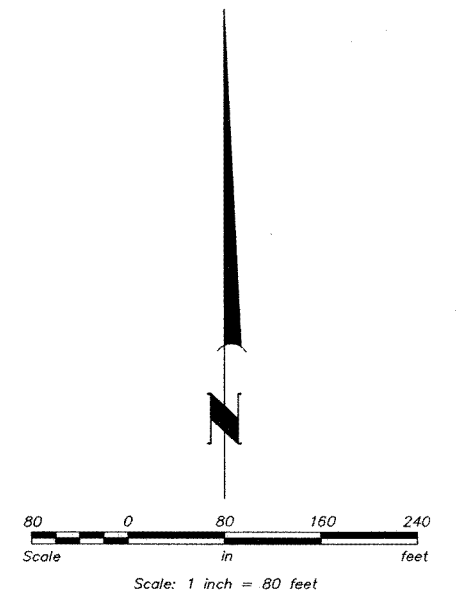
PLAT FILE NO. 1475A
R.T. DOC. NO. 164706



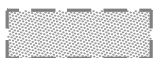
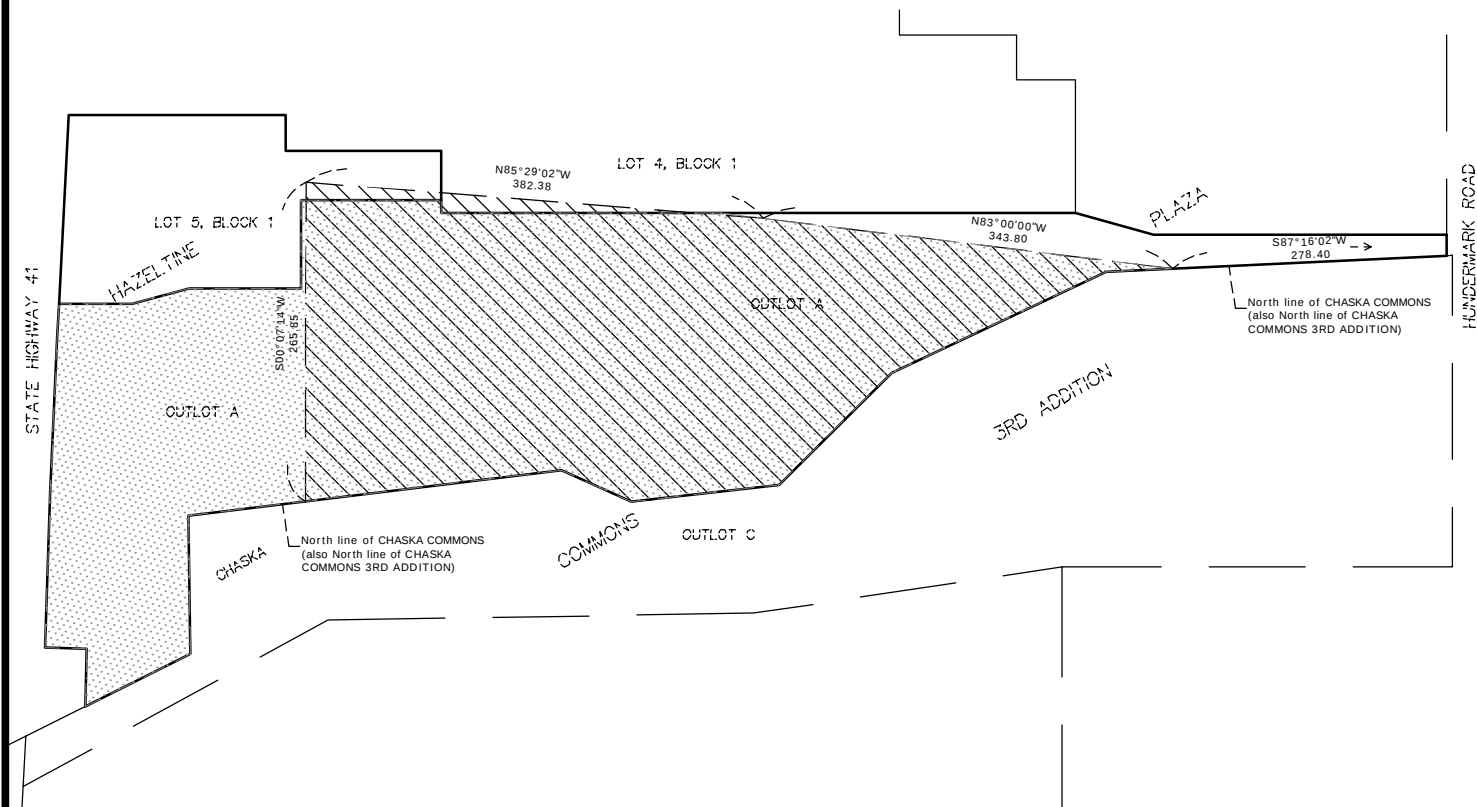
The west line of Lot 6, HazelTine Acres is assumed to bear N00°51'41\"E.

- Denotes 1/2 inch by 14 inch iron monument set and marked by License No. 43933
- Denotes 1/2 inch by 14 inch iron monument found

No monument symbol shown at any statute required location indicates a plot monument that will be set, and which shall be in place on or before the 1st day of July, 2008.



CHASKA, MINNESOTA



Drainage and Utility
Easement per plat of
HAZELTINE PLAZA



Easement Area per
Doc No. T96466 **TO BE VACATED**



0 80 160
SCALE IN FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR
UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE: _____

DATE MAY 18, 2022 LIC. NO. 43133



Stantec

Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website: www.stantec.com

SURVEY
HazelTine_V101.dwg

DRAWN
DJR

PROJ. NO.
193805700

REQUEST FOR ACTION CHASKA CITY COUNCIL 08/1/2022

Subject: Authorizing the Statewide Public Works Mutual Aid Pact

Prepared By: Ryan Seibert, Chief of Police

Background

The purpose of this agreement is to provide a process for local units of government to share public works personnel and equipment with participating agencies. There is no membership or fixed cost to participate in this public works mutual aid pact.

This agreement should not be interpreted as being limited to only use during catastrophic situations, rather may be leveraged for routine circumstances such as training efforts and maintenance operations for example. The decision when to request assistance or provide assistance is left entirely to the discretion of the requesting and/or sending party. The sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

If resources are requested, it should be expected that those costs would be invoiced. However, the agreement says that "charges may be levied," so it is the decision of the sending party whether to invoice the receiving party. The agreement also speaks to responsibility and liability. Each party shall be responsible for its own personnel or damaged equipment for example. Responding personnel shall be deemed to be performing regular duties for each respective sending party for purposes of workers compensation.

Hennepin County Emergency Management (HCEM) has volunteered to serve as the administrative coordinator for this agreement among local units of government. This agreement will better position the City to coordinate and work with its partnering agencies through a formalized agreement.

Attachment

- Public works mutual aid pact

Recommended Action

Motion to adopt Resolution 2022-97 approving the public works mutual aid pact.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 8/1/2022 **RESOLUTION NO.** 2022-97

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

Authorizing the Public Works Mutual Aid Pact

WHEREAS, this agreement provides a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota; and

WHEREAS, the City of Chaska desires to enter said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CHASKA, MINNESOTA authorizes the public works mutual aid pact and the City Administrator and Mayor are authorized to sign said agreement.

BE IT FURTHER RESOLVED that the Director of Public Works and City Administrator are both designated as the "Requesting Official" and the "Sending Official" for the Public Works Joint Powers Mutual Aid Agreement.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 1st day of August 2022.

Mark Windschitl, Mayor

Attest: _____
Matt Podhradsky, City Administrator

**STATE OF MINNESOTA
PUBLIC WORKS
MUTUAL AID PACT**

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PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

FOREWORD

The general purpose of this Public Works Joint Powers Mutual Aid Agreement ("Agreement") is to provide a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota. This Agreement specifically allows a requesting party to select the resources that best meets the needs of a given situation. A requesting party may call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party. In addition, this Agreement should not be interpreted as being limited to providing resources to deal with only major catastrophic situations. Participating parties can utilize the resources for many reasons including routine circumstances such as training efforts, maintenance operations, joint-projects, and back-up support service. This Agreement provides the flexibility for all units of government to use the resources located among all participating parties in the State of Minnesota.

The decision as to when to invoke mutual aid and whether to respond is left to the discretion of the requesting or sending party. Each unit of government should acquaint supervisory personnel with any internal procedures used for mutual aid. While the Joint Powers Agreement does not require particular words or actions to initiate mutual aid, agencies should be clear about whether mutual aid is being requested and what type of assistance is requested. The responding agency should also be clear about what, if any, assistance they will provide in response to the request. Parties should not self-deploy.

Furthermore, each staff member within a department should have a basic familiarity with mutual aid, the responsibilities when reporting to another unit of government and the protections afforded under the unit of government's workers' compensation.

For liability reasons, management of a mutual aid situation is under the control of the requesting party. However, the sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

While there is no hard and fast time limit related to requests for mutual aid, the commitment of resources can be taxing on agencies. In addition, in some situations an advantage can be gained by ending a mutual aid request and entering into a different form of contractual assistance.

In order to keep this mutual aid agreement closer to local level of government, Hennepin County Emergency Management ("HCEM") has volunteered to serve as the administrative coordinator for the units of government entering into this Agreement. When a community adopts this Agreement a fully executed copy of the Agreement needs to be forwarded to HCEM.

Each unit of government is responsible for entering and updating available unit of government resources. Resources will now be listed online in a mutually agreed upon resource management database. The parties to this Agreement are solely responsible for updating their available resources in the agreed upon database.

The effective date for this Agreement is October 1, 2018. This date was established to allow enough time for agencies to receive the appropriate authority. Participation can be started upon execution of the Agreement and is effective for a unit of government upon its submission of the signed Agreement to HCEM. Agencies that elect not to participate in the Agreement may be bound by other existing mutual aid agreement or state statutes.

PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

This Public Works Joint Powers Mutual Aid Agreement (“Agreement”) is formed and entered into effective as of the 1st day of October, 2018 by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto (individually, a “Party” and collectively, the “Parties”).

I. GENERAL PURPOSE

The general purpose of this Agreement is to provide a means by which a Party may request and obtain public works assistance from one or more other Parties when the Party determines such public works assistance is necessary. This Agreement is made pursuant to Minnesota Statutes, section 471.59, which authorizes the joint or cooperative exercise of powers common to the Parties.

II. DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this section shall have the following meanings:

Subd. 1. **Eligible Party**. “Eligible Party” means a “governmental unit” as defined by Minnesota Statutes, section 471.59, subdivision 1.

Subd. 2. **Public Works Assistance**. “Public Works Assistance” means equipment and personnel including, but not limited to, licensed staff, professional engineers, and non-licensed personnel that are used for activities related to streets, water, stormwater, wastewater, sewers, parks, transit, buildings/facilities, airports, and all other public works programs.

Subd. 3. **Party and Parties**. “Party” means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. “Parties” means more than one Party to this Agreement.

Subd. 4. **Requesting Official**. “Requesting Official” means a person who is designated by the Requesting Party to request Public Works Assistance from another Party.

Subd. 5. **Requesting Party**. “Requesting Party” means a Party that requests Public Works Assistance from another Party.

Subd. 6. **Sending Official**. “Sending Official” means a person who is designated by a Party to determine whether and to what extent that Party should provide Public Works Assistance to a Requesting Party.

Subd. 7. **Sending Party**. “Sending Party” means a Party that provides Public Works Assistance to a Requesting Party.

Subd. 8. **HCEM**. “HCEM” means the Hennepin County Emergency Management or designee.

III. **PARTIES**

The Parties to this Agreement shall consist of as many Eligible Parties that have approved this Agreement by October 1, 2018. Additional Eligible Parties shall become a Party on the date this Agreement is approved and executed by the Party's governing body.

Upon approval by a Party, the executed signature page of this Agreement shall be sent to the HCEM along with a resolution approving this Agreement.

IV. **PROCEDURE**

Subd. 1. **Designate Officials**. Each Party shall designate, and keep on file with the HCEM, the name of the person(s) of that Party who shall be its Requesting Official and Sending Official. A Party may designate the same person as both the Requesting Official and the Sending Official. Also, a Party may designate one or more persons to serve as an alternate in the absence of a designated official.

Subd. 2. **Request for Assistance**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Public Works Assistance from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish Public Works Assistance.

Subd. 3. **Response**. Upon the receipt of a request for Public Works Assistance from a Party, the Sending Official may authorize and direct personnel and equipment of the Sending Party be sent to the Requesting Party. Whether the Sending Party provides such Public Works Assistance to the Requesting Party and, if so, to what extent such Public Works Assistance is provided shall be determined solely by the Sending Official (subject to such supervision and direction as may be applicable within the governmental structure of the Party by which they are employed). Failure to provide Public Works Assistance will not result in liability to a Party and each Party hereby waives all claims against another Party for failure to provide Public Works Assistance.

Subd. 4. **Back-Up Assistance**. When a Sending Party provides Public Works Assistance under the terms of this Agreement, it may in turn request Public Works Assistance from other Parties as "back-up" during the period it is outside of its jurisdiction providing Public Works Assistance to the original Requesting Party.

Subd. 5. **Recalling Assistance**. Whenever a Sending Party has provided Public Works Assistance to a Requesting Party, the Sending Official may at any time recall its personnel and equipment, or any part thereof, if the Sending Official in his or her best judgment deems such recall is necessary to provide for the best interests of the Sending Party's community. Such action will not result in liability to any Party and each Party hereby waives all claims against another Party for recalling Public Works Assistance.

Subd. 6. **Command of Scene**. The Requesting Party shall be in command of all situations where Public Works Assistance is provided. The personnel and equipment of the Sending Party shall be under the direction and control of the Requesting Party until the Sending Party withdraws Public Works Assistance or the Public Works Assistance is no longer needed.

Subd. 7. **Charges**. Charges may be levied by a Sending Party for Public Works Assistance rendered to a Requesting Party under the terms of this Agreement. The Sending Party may submit to the Requesting Party an itemized bill for the actual cost of any Public Works Assistance provided, including salaries, overtime, materials, and supplies, equipment operation, and other necessary expenses. The Requesting Party will reimburse the Sending Party providing the Public Works Assistance for that amount or other such amount as mutually negotiated. Such charges are not contingent upon the availability of federal or state government funds. A Party may request a list of rates from another Party prior to requesting assistance. No charges shall apply to joint training events unless the Parties participating in the particular event agree to a charge in writing prior to the event.

V. RESPONSIBILITY AND LIABILITY

Subd. 1. **Personnel**. Each Party shall be responsible for its own personnel and equipment, and for injuries or death to any such personnel or damage to any such equipment. Responding personnel shall be deemed to be performing their regular duties for each respective Sending Party for purposes of workers' compensation.

Subd. 2. **Worker's Compensation**. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Public Works Assistance pursuant to this Agreement. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any worker's compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries or death were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Subd. 3. **Damage to Equipment**. Each Party shall be responsible for damages to or loss of its own equipment. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

Subd. 4. **Liability**. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of the Sending Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Sending Party against any claims brought or actions filed against a Sending Party or any officers, employees, or volunteers of a Sending Party for injury or death to any third person or persons or damage to the property of third persons arising out of the performance and provision of Public Works Assistance pursuant to the Agreement. Under no

circumstances, however, shall a Party be required to pay, on behalf of itself and other Parties, any amount in excess of the limits of liability established in Minnesota Statutes, chapter 466, applicable to any one Party. The limits of liability for some or all of the Parties may not, as provided in Minnesota Statutes, section 471.59, subdivision 1a, be added together to determine the maximum amount of liability for any Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Sending Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against the Parties from a single occurrence to be defended by a single attorney. However, the Sending Party, at its option and its own expense, shall have the right to select its own attorney or approve a joint attorney as appropriate, considering potential conflicts of interest. Nothing in this Agreement is intended to constitute a waiver of any immunities and privileges from liability available under federal law or the laws of Minnesota. If a court determines that the liability of a Party or Parties is not subject to the tort caps and liability exceeds the tort cap maximum, a Party shall be subject to liability only for the acts of its officers, employees and volunteers.

No Party to this Agreement nor any official, employee or volunteer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Public Works Assistance or for recalling Public Works Assistance.

VI. EFFECTIVE DATE AND MODIFICATIONS

This Agreement shall become effective and operative beginning at 12:01 A.M., local time on October 1, 2018. The HCEM shall maintain a current list of the Parties to this Agreement and, whenever there is a change, shall notify the designated Sending Officials. Notice may be sent to the Sending Officials via email or through the United States Postal Service. No modification of this Agreement shall be effective unless it is reduced to writing and is approved by action of the governing body of each of the then current Parties.

VII. WITHDRAWAL AND TERMINATION

A Party may withdraw from this Agreement by its governing body adopting a resolution to withdraw. Withdrawal is effective after 30 days' written notice is provided to the HCEM. HCEM shall thereupon give notice of such withdrawal, and the effective date thereof, to all other Parties. Parties that have withdrawn may rejoin by following the procedure set forth in this Agreement. This Agreement will terminate with respect to all Parties if the total number of Parties to the Agreement falls below 11. HCEM shall notify the remaining Parties that the Agreement has terminated.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

(Each Party must attach a dated and signed signature page consistent with that Party's method of executing contracts.)

Entity: _____

Mailing Address:

Adopted on the ____ day of _____, _____.

By: _____

Its: _____

By: _____

Its: _____

Attest:

By: _____

Its: _____

REQUEST FOR ACTION CHASKA CITY COUNCIL 08/1/2022

Subject: Authorizing the Fence Consortium Joint Powers Agreement

Prepared By: Ryan Seibert, Chief of Police

Background

In the spring of 2021, a significant number of public agency professionals (with police, fire, public works, and emergency management backgrounds) joined together to form a Fence Working Group to explore the identified challenges and develop a collective path forward. Based on the experience with civil unrest in Minneapolis and Brooklyn Center, the critical role that anti-scale fencing can serve for de-escalation and establishing a space for lawful protests became apparent. That said, it was also found that obtaining anti-scale fencing is a significant challenge due to a number of factors, as well as being very expensive. To respond to this identified need, a Fence Working Group was established.

The Fence Working Group's efforts have led to the formation of a Fencing Consortium. The Fencing Consortium is made up of local government agencies (members) that will; jointly contract with a fencing vendor for the availability, storage, maintenance, and transportation of anti-scale fencing (including vehicle gates and pedestrian doors). The Consortium will have, at a minimum, enough fencing for the largest police department building in the Consortium. However, the Consortium has the flexibility to increase the amount of fencing, gates, and doors as additional local governments join the Consortium.

The intent of the Fencing Consortium is to provide anti-scale fencing within hours, not days, around potentially impacted government building(s) in response to a critical incident. The goal of the anti-scale fencing is to de-escalate the potential tensions and try to reduce/eliminate the non-tangibles associated with civil unrest such as:

- 1) Provide physical separation between law enforcement and protestors
 - a. Promotes improved mental health environment for all (reduce PTSD)
 - b. Pre-plan and standardize perimeter layout
- 2) Reduce the need for crowd control measures to be used
 - a. Improved safety for all
 - b. Minimize potential impact on adjacent properties
 - c. Crowd control measures are seen as escalating
 - d. Another tool for law enforcement facilitating peaceful protests
- 3) Create a space for protesting
 - a. Not seen as officers vs. protestors, but protestors just protesting (including optics)

- b. Supports efforts to coordinate/communicate with specific protest groups and organizers ahead of time
- c. Improved distinction between legal protestors and “violent and destructive actors” (I)
- d. Officers in riot gear and with crowd control measures are more likely to be able to remain out of sight of legal protestors
- 4) Reduce resource demands committed to one location
 - a. Local law enforcement agencies are too small to handle large-scale civil disturbance
 - b. Potentially need fewer officers for security at the site
 - c. Free up more resources to continue to respond to calls for service in impacted community
 - d. Takes into consideration that protests may be protracted event

The purpose and structure of the Fence Consortium is to provide experienced leadership for fence deployment operations across multiple jurisdictions in a unified command structure and coordinate during the deployment of anti-scale fencing. This includes considering and planning for operational logistics and tactical planning associated with fence deployment. The Fence Consortium itself is a multi-agency, pre-planned, coordinated resource management system to continue efforts to minimize multiple local and state agencies from being over-extended.

Fence deployment team

One of the biggest costs and factors for the deployment of any fence is the labor, equipment, and scheduling of staffing to setup the fence. Because of this the Working Group determined that the best way to meet these challenges is to use the existing Statewide Public Works Mutual Aid Pact to provide the labor and equipment needed to deploy the fence. Just like police and fire use existing mutual aid agreements during civil unrest, public works would do the same. One key reason for this is that the JPA can leverage these other existing mutual aid agreements when it comes to labor considerations.

Each Consortium member would need to provide between 1 and 3 people who would be assigned to the Fence Deployment Team. This team would train 3 times a year (2 times in person) so that when the call to deploy the fence was made, everyone would be familiar with what needed to be done and it could be done as efficiently as possible. Each Consortium member would cover the costs, including if there was a deployment (likely overtime), of their staff on the Fence Deployment Team. Considerations will be made for really small public works departments (just a few members) or agencies with no public works staff.

State funding request

The Fence Consortium has requested \$5 million dollars from the State of Minnesota for the purchase of anti-scale fencing and associated vehicle gates and pedestrian doors. If obtained, the State funding for the purchase of anti-scale fencing for the Fencing Consortium will significantly reduce the on-going cost each Consortium member will pay for the storage, maintenance, and transportation of the anti-scale fence. This reduction in cost

will improve equity in accessibility to this de-escalation and safety tool for communities across not only the Seven County Metro area, but also the state as a whole.

Prerequisites

Any agency participating in the Fence Consortium must be a member of the Statewide Public Works Mutual Aid Pact. Police and fire agency resources must be members of relevant mutual aid agreements.

Project cost

Each member agency's cost is pro-rated based on the footage of fencing needed for their location.

Attachment

- Fencing Consortium Joint Powers Agreement

Recommended action

Motion to adopt Resolution No. 2022-98 authorizing the resolution adopting the Fencing Consortium Joint Powers Agreement

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 8/1/2022 **RESOLUTION NO.** 2022-98

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

Resolution Adopting the Fencing Consortium Joint Powers Agreement

WHEREAS, the governmental units in the state have experienced an increase in incidences of civil unrest with violent and destructive actors who pose a threat to the public, public personnel, buildings, and critical infrastructure; and

WHEREAS, the First Amendment of the United States Constitution protects the freedom of speech, the press, and the right of the people peaceably to assemble, and to petition the government for a redress of grievances; and

WHEREAS, recent experience has shown that the use of anti-scale fencing has greatly de-escalated tension between law enforcement and protesters; and

WHEREAS, by de-escalating the tension, the anti-scale fencing helps to reduce the trauma on the community, improve the safety for all, minimize the impact on neighboring properties, and reduce the community resources that have to be committed to such events; and

WHEREAS, governmental units have recognized the need to have ready access to anti-scalable fencing as a tool for de-escalation and community safety while protecting against violent and destructive actors; and

WHEREAS, the best means for a governmental unit to access such fencing in a timely and cost-effective manner is to work cooperatively with other governmental units; and

WHEREAS, the Fencing Consortium Joint Powers Agreement ("Fencing JPA"), which is incorporated herein by reference, establishes a joint board to obtain and make available to members anti-scalable fencing in response to critical incidences, sets out the powers of the joint board, requires members to pay their share of the fencing costs and operational costs of the Fencing Consortium, requires members to provide staffing to assemble and disassemble the fencing as part of the Public Works Mutual Aid Pact, and otherwise provides for the operation of the Fencing Consortium as a joint powers entity; and

WHEREAS, the governmental unit is a member of the Public Works Mutual Aid Pact and is otherwise eligible to adopt the Fencing JPA; and

WHEREAS, it is in the best interests of the community to become a member and participate in the Fencing Consortium.

NOW, THEREFORE, BE IS RESOLVED, by the governing body as follows:

1. The Fencing JPA is hereby approved and adopted.
2. The City Administrator is authorized and directed to make nominations and to cast votes on persons to be elected to the Fencing Consortium Board of Directors.
3. Staff are authorized and directed to do each of the following:
 - a. Submit a fully executed copy of this Resolution as directed in the Fencing JPA to indicate membership in the Fencing Consortium;
 - b. Designate a primary and secondary point of contact for the Fencing Consortium for administrative purposes.
 - c. Coordinate with the other Fencing Consortium members and the Board on the selection of staff from the public works department to serve on the fencing deployment team; and
 - d. To take such other actions as may be needed to carry out the intent of this Resolution and as may be required under the terms of the Fencing JPA.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 1st day of August 2022.

Mark Windschitl, Mayor

Attest: _____
Matt Podhradsky, City Administrator

FENCING CONSORTIUM JOINT POWERS AGREEMENT

THIS FENCING CONSORTIUM JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and among the Governmental Units identified in the attached Exhibit A (each a “**Member**” or collectively the “**Members**”).

RECITALS

- A. The civil unrest and resulting negative impacts on mental health, damage to buildings, and a reduction in overall safety experienced in the Seven County Metropolitan Area in recent years has given rise to a need for communities to have ready access to anti-scalable fencing. The anti-scale fencing can be set up to protect public buildings, critical infrastructure, and other key locations to de-escalate tensions between law enforcement and protestors as well as reduce the need to rely on crowd control measures to protect such locations from violent and destructive actors.
- B. Appropriate fencing to serve this purpose is produced by few vendors, currently all of which are located outside of the state.
- C. This type of fencing is expensive and the delays associated with attempting to identify and secure the delivery of fencing during the response to a critical incident may result in unnecessary risks to personnel and public property.
- D. By pooling resources and working cooperatively, communities can access high quality fencing, trained personnel, and related resources to assemble it in as efficient manner as possible to support de-escalation measures with protestors and protect facilities from violent and destructive actors.

AGREEMENT

In consideration of the mutual agreements and understandings, and intending to be legally bound, the Members hereby agree as follows:

ARTICLE I DEFINITIONS AND PURPOSE

- 1.1. **Definition of Terms.** For the purposes of this Agreement, the following terms shall have the meaning given them in this section.
 - (a) Additional Member. “Additional Member” means a Governmental Unit that submits a Membership Resolution after the Effective Date and that the Board votes to accept as a Member of the Fencing Consortium.
 - (b) Agreement. “Agreement” means this Fencing Consortium Joint Powers Agreement.

- (c) Board. “Board” means the Fencing Consortium Joint Board established by this Agreement.
- (d) Call Out. “Call Out” means a request by a Requesting Member to the Board requesting the deployment of the Fencing.
- (e) Critical Incident. “Critical Incident” means an event or occurrence that occurs within a Governmental Unit that is reasonably anticipated to result in, or that does result in, civil unrest focused against one or more public buildings, infrastructure, or other critical site with the Governmental Unit.
- (f) Deployment Site. “Deployment Site” means the specific location at which the Fence is to be assembled.
- (g) Deployment Team. “Deployment Team” means the public works personnel or others assigned by each Member who are responsible for responding to requests by Members to assemble and disassemble the Fencing at a Member’s Deployment Site in accordance with its Fencing Preplan.
- (h) Deployment Team Manager. “Deployment Team Manager” is the member of the Deployment Team designated as supervisor and who has operational control over the deployment and demobilization of the Fencing.
- (i) Effective Date. “Effective Date” means the date this Agreement goes into effect and the date by which Original Members must adopt the Membership Resolution. The Effective Date is September 2, 2022.
- (j) Extended Membership Area. “Extended Membership Area” means the area established by the Board outside of the Seven County Metropolitan Area in which Governmental Units are eligible to request membership in the Fencing Consortium.
- (k) Fencing. “Fencing” means the non-scalable, portable, free-standing fence secured by the Board and made available to Members under this Agreement.
- (l) Fencing Preplan. “Fencing Preplan” means a plan developed by a Governmental Unit showing the general location and length of the Fencing needed and the type and location of gates within the Fencing.
- (m) Governmental Unit. “Governmental Unit” means a local government or other political subdivision of the State that is authorized under Minnesota Statutes, section 471.59 to enter into a joint powers agreement. The term also includes state agencies and joint powers entities that own a public building.
- (n) Lease. “Lease” means the lease agreement between the Board and the Vendor to secure the Fencing for the Fencing Consortium and that sets out the terms for the

storage, delivery, and maintenance of the Fencing. The Lease may also establish the use charge the Requesting Member is required to pay the Vendor for the actual use of the Fencing.

- (o) Member. “Member” means an Original Member or an Additional Member. The term is used generally in this Agreement to refer to an individual current member Governmental Unit or, in its plural form, to all current member Governmental Units. A Governmental Unit must remain in good standing under this Agreement to remain a Member of the Fencing Consortium.
- (p) Member Assessment. “Member Assessment” means the amount determined annually by the Board to pay the costs of the Fencing Consortium and which is invoiced to each Member.
- (q) Membership Resolution. “Membership Resolution” means the resolution form a Governmental Unit adopts to join the Fencing Consortium. Any resolution that is not substantively the same in all respects as the form resolution developed for membership shall not constitute a Membership Resolution.
- (r) Notification System. “Notification System” means the communications or alert system, or systems, selected by the Board to issue a Call Out for the deployment of the Deployment Team and Fencing to a Requesting Member’s Governmental Unit.
- (s) Original Member. “Original Member” means a Governmental Unit that completed all requirements to enter into this Agreement prior to the Effective Date.
- (t) Public Works Mutual Aid Pact. “Public Works Mutual Aid Pact” means the Public Works Joint Powers Mutual Aid Agreement, which was originally effective as of July 1, 2018 and is incorporated herein by reference.
- (u) Requesting Member. “Requesting Member” means a Member who makes a request to the Board for the deployment of the Fencing in its Governmental Unit.
- (v) Seven County Metropolitan Area. “Seven County Metropolitan Area” means the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington.
- (w) Staging Area. “Staging Area” means the location identified for the Deployment Team to gather at in response to a Call Out before convoying to the Deployment Site.
- (x) Surcharge. “Surcharge” means the amount an Additional Member is required to pay to join the Fencing Consortium as determined by the Board. The Surcharge is in addition to the amount the Additional Member is required to pay based on the length of its Fencing needs as shown in its Fencing Preplan. The Surcharge

includes the amount the Member is to pay for the Member Assessment for the year in which the Governmental Unit becomes a Member and any buy-in costs as determined by the Board.

- (y) Vendor. “Vendor” means the fencing company selected to provide the Fencing to the Fencing Consortium.

1.2. **Purpose.** It is the general purpose of this Agreement to:

- (a) To establish the Fencing Consortium, the responsibilities of the Members toward the Fencing Consortium, and to establish the “Fencing Consortium Joint Board” to govern the Fencing Consortium and its operations;
- (b) To authorize the Board to obtain and provide for the storage and deployment of Fencing in response to a Critical Incident and for other purposes as provided in this Agreement and as determined by the Board;
- (c) To authorize the Board to negotiate and enter into an agreement with a Vendor to obtain the Fencing and provide for its storage, delivery to, and return from a Requesting Member’s Governmental Unit;
- (d) To authorize the Board to establish policies and procedures for the deployment of the Fencing, the training and deployment of the Deployment Team, and on other matters as needed to achieve the purposes of this Agreement;
- (e) To authorize the Board to determine the Governmental Units eligible for membership in the Fencing Consortium, including expanding the eligible territory as it determines is appropriate; and
- (f) To authorize the Board, upon deliberation and continued communication with the Members, to revise the initial structure of the Fencing Consortium over time as it may determine is in the best interests of the Members to do things such as moving from a leasing arrangement to purchasing the Fencing and to provide for its storage, maintenance, and transportation.

ARTICLE II FENCING CONSORTIUM ESTABLISHED

- 2.1. **Established.** There is hereby established, by the execution of this Agreement, the “Fencing Consortium” as a joint powers entity formed pursuant to Minnesota Statutes, section 471.59, which is to be managed and operated by the Board pursuant to the terms of this Agreement.
- 2.2. **Scope.** This Agreement applies to those Governmental Units that are Members of the Fencing Consortium and provides for the operation of the Fencing Consortium by a Board of Directors elected as provided herein.

ARTICLE III MEMBERSHIP

- 3.1. **Original Members.** A Governmental Unit that adopts and submits the Membership Resolution to join the Fencing Consortium before the Effective Date shall be considered an Original Member under this Agreement. A Governmental Unit is eligible to be an Original Member of the Fencing Consortium if it satisfies all of the following:

- (a) Is a member of the Public Works Mutual Aid Pact;
- (b) Is within the Seven County Metropolitan Area;
- (c) Has submitted a Fencing Preplan prior to the Effective Date; and
- (d) Has properly adopted and submitted a Membership Resolution prior to the Effective Date.

The Governmental Unit shall submit its Membership Resolution to the Chief of Police in the City of Crystal. The Membership Resolutions shall be transferred to the Board once it is formed. Membership Resolutions adopted after the Effective Date shall be sent to the Board.

- 3.2. **Additional Members.** After the Effective Date, a Governmental Unit may request to become an Additional Member of the Fencing Consortium if it satisfies the following:

- (a) Is a member of the Public Works Mutual Aid Pact;
- (b) Is located within the Seven County Metropolitan Area or within the Extended Membership Area as determined by the Board;
- (c) Submits a Fencing Preplan;
- (d) Submits the fully adopted Membership Resolution; and
- (e) The Board votes to accept the Governmental Unit as an Additional Member.

Additional Members are required to pay a Surcharge to the Fencing Consortium in the amount determined by the Board, and to comply with such additional requirements as may reasonably be imposed by the Board.

- 3.3. **Exception.** The membership requirement to be a member of the Public Works Mutual Aid Pact is to establish a mechanism through which local public works staff can be utilized to assist in the mobilization and demobilization of the Fencing within the Governmental Unit. However, there are entities that do not have their own public works staff, desire to become a Member of the Fencing Consortium, and for which local support

can be provided through another Governmental Unit. Therefore, a Governmental Unit that does not have a public works department or public works employees is not required to be a member of the Public Works Mutual Aid Pact to be eligible to become a Member of the Fencing Consortium, provided the following are complied with to the extent applicable:

- (a) If the Governmental Unit is a joint undertaking among other Governmental Units, the community in which any of the Governmental Unit's buildings are located and to which its Fencing Preplan applies must be a member of the Public Works Mutual Aid Pact; or
 - (b) If the Government Unit relies on the county sheriff's department as the primary source of law enforcement services, that county must be a member of the Public Works Mutual Aid Pact.
- 3.4. **Requirement of Good Standing.** Continued membership in the Fencing Consortium shall be contingent upon: paying the annual Member Assessment and any additional charges as determined by the Board as provided herein; making public works staff available to participate as members of the Deployment Team; and on-going compliance with the other requirements, terms, and conditions of this Agreement and the policies and procedures adopted by the Board.
- 3.5. **Withdrawing from Membership.** A Member may withdraw from the Fencing Consortium as provided in Article XI of this Agreement.

ARTICLE IV FENCING CONSORTIUM JOINT BOARD

- 4.1. **Established.** There is hereby established the "Fencing Consortium Joint Board." The Board shall consist of five Directors elected by the Members in accordance with this Article. Directors shall serve without compensation from the Fencing Consortium. The Director positions shall be assigned as follows:
- (a) Two Directors representing law enforcement;
 - (b) One Director representing fire;
 - (c) One Director representing public works; and
 - (d) One Director representing emergency managers.
- 4.2. **Initial Directors.** The Board shall initially be comprised of the following Directors ("**Initial Board**"):

- (a) Ryan Murphy, Commander, Special Operations Unit, Saint Paul Police Department and Ryan Seibert, Chief of Police, City of Chaska, representing law enforcement;
- (b) Ward Parker, Assistant Chief Operations, City of Eden Prairie, representing fire;
- (c) Daniel Ruiz, Director of Operations & Maintenance, City of Brooklyn Park, representing public works; and
- (d) Doug Berglund, Director, Emergency Management, Washington County Sheriff's Office, representing emergency managers.

The Initial Board shall be responsible for Organizing the Board and the Fence Consortium. The Initial Board shall conduct an election in 2022 for Members to elect three Directors to the Board. An election will then be held in 2023 for Members to elect the remaining two Directors to the Board. Those elected in 2022 shall assume their positions effective on January 1, 2023 and those elected in 2023 shall assume their positions on January 1, 2024. The Initial Board shall determine which positions are up for election in 2022 and 2023, except the two law enforcement Director positions shall be elected in separate years.

- 4.3. **Director Eligibility.** To be eligible to be elected to the Board a person must be currently employed by a Member and actively serving in the profession the person is proposed to represent on the Board. If a Director loses eligibility to continue serving on the Board, the position shall be deemed vacant and the vacancy filled as provided herein.
- 4.4. **Term.** Each Director serves a two-year term commencing on January 1. The terms shall be staggered to minimize the number of Directors up for election in the same year. The Initial Board shall determine the terms and the staggering of the positions as part of adopting the bylaws. A vacancy in the office of Director shall be filled by appointment of the Board until the next election, at which time the position shall be up for election for the remainder of the term.
- 4.5. **Election of Directors.** The annual election of Directors shall occur in accordance with this Agreement and the bylaws established by the Board. This process is not subject to federal, state, or local election laws or procedures. Instead, the intent is to provide a reasonable means for Members to nominate candidates and to select those whom they wish to serve on the Board. Each Member in good standing when the nomination process begins has an opportunity to nominate people from its Governmental Unit for any or all the open positions on the Board. All persons nominated to a position must be eligible to represent that position on the Board. The Board shall collect the nominations and prepare a ballot to be distributed among the Members for a vote. Each Member in good standing shall have one vote on each open position. A Member must determine for itself who is authorized to submit nominations and cast the vote on its behalf. The name of the Member submitting the ballot must be on the ballot. The Board shall tabulate the votes and provide the Members a list of the persons elected to the Board. The conducting of

the nomination and election process shall occur early enough in a year to allow the newly elected Directors to take their positions on the Board as of January 1.

- 4.6. **Director Duties.** Directors are responsible for carrying out the duties of the Board under this Agreement in a diligent and timely manner. If a Director fails to attend three consecutive Board meetings without reasonable cause, the Board may declare the office vacant and fill the position by appointment. The position will then be up for election at the next election for the remainder of the term.
- 4.7. **Board Officers.** Each year at its annual meeting the Board shall elect from among its Directors a Chair and a Vice-Chair. The Board shall also appoint a Secretary/Treasurer, which is not required to be selected from among the Directors. If the Secretary/Treasurer is not a Director, the person shall not have a vote. The Chair shall act as the presiding officer at Board meetings and the Vice-Chair shall act as the presiding officer in the absence of the Chair. The Secretary/Treasurer shall take the minutes of Board meetings and shall serve as the finance manager for the Fencing Consortium. The Board shall adopt by-laws to establish its own procedures, provided such procedures are consistent with the purposes of this Agreement.
- 4.8. **Board Meetings.** The Board shall hold regular meetings on the schedule as established in its bylaws. The Board may also hold special meetings as needed upon the call of the Chair or upon the written request of two Directors given to the Secretary/Treasurer. Meetings of the Board are subject to the Minnesota Open Meeting Law (Minnesota Statutes, chapter 13D). The Secretary/Treasurer shall inform all Directors of special meetings, maintain a schedule of the Board's regular meetings, and shall post notice of any special meetings on the bulletin board designated by the Board for such notices or, if a bulletin board is not designated, upon the outside door of the building in which the Board meets. The Board may hold emergency meetings and such other meetings as allowed by law. The Board shall hold an annual meeting in January or in such other month as designated by the Board. The annual meeting may be held together with a regular meeting.
- 4.9. **Voting.** A majority of the Directors (three) shall constitute a quorum of the Board to meet and conduct the business of the Board. Each Director shall have an equal, non-weighted, vote. Unless specifically indicated otherwise herein, a majority vote of the Directors present at a meeting, if at least a quorum is present, shall be required for the Board to take action on any issue that comes before it. A Director must be present at a meeting to vote and shall not vote by proxy. A Director may be considered present and vote from a remote location to the extent allowed under Minnesota Statutes, chapter 13D.
- 4.10. **Powers of the Board.**
- (a) To take all actions necessary and convenient to discharge its duty to lease Fencing and to make it available to Members pursuant to the terms of this Agreement.

- (b) Establish policies and procedures for requesting, deploying, using, demobilizing, and returning the Fencing, and on such other operational matters as the Board may determine is appropriate. This power includes, but is not limited to, further refining the definition of Critical Incident as may be needed and otherwise identifying situations in which deployment of the Fencing is automatic and when it is discretionary with the Board.
- (c) Authorize one or more of its Directors to receive request from a Requesting Member and to issue a Call Out of the Fencing to a Critical Incident in accordance with established policies and procedures.
- (d) Obtain the Fencing initially by lease, or purchase with State appropriation, and then determine over time whether to purchase part or all of the Fencing provided under this Agreement. If the Fencing is purchased, to provide for its storage and deployment.
- (e) Select the notification system for the Call Out.
- (f) To adopt bylaws and rules or policies consistent with this Agreement as required to effectively exercise the powers, or accomplish the purposes, of the Fencing Consortium;
- (g) To interpret and apply the provisions of this Agreement in a manner that furthers its purpose and intent including, but not limited to, determining the eligibility of a Governmental Unit to become a Member;
- (h) To adopt an annual operating and capital budget, including a statement of sources of funding and allocation of costs to Members;
- (i) To establish a system to communicate budget and other information of interest to Members;
- (j) To enter into contracts in its own name;
- (k) Contract with an auditing firm to perform financial audits of the Fencing Consortium as the Board determines is appropriate;
- (l) To purchase any insurance and indemnity or surety bonds as necessary to carry out the purposes of this Agreement;
- (m) To seek, apply for, and accept appropriations (including legislative appropriations), grants, gifts, loans of money or other assistance as permitted by law from any person or entity, whether public or private;
- (n) To sue;

- (o) To annually charge and collect from Members a Member Assessment as needed to pay the on-going costs of the Fencing Consortium;
 - (p) To determine and require the payment of a Surcharge by Additional Members joining the Fencing Consortium; and
 - (q) To exercise all other powers necessary and incidental to carry out the purposes of this Agreement provided such powers are consistent with the purposes of the Agreement and are exercised in accordance with the applicable statutory powers of the Members.
- 4.11. **Powers Not Delegated.** The Members expressly reserve for themselves the following powers, which shall not be deemed delegated to, and may not be exercised by, the Board:
- (a) Hire employees;
 - (b) Purchase real property;
 - (c) Issue bonds; or
 - (d) Undertake or otherwise perform any functions exceeding the general scope and purpose of this Agreement.
- 4.12. **Specific Duties of the Board.** The Board shall exercise the powers provided it under this Agreement to perform, in addition to the other duties provided for in this Agreement, the following specific duties:
- (a) Lease Fence. The Board shall enter into a Lease with the Vendor to obtain the Fencing and trailer(s) for transporting the Fencing. The Board shall ensure it secures and maintains a sufficient length of Fencing to cover the Member with the longest Fencing lengths as shown on the Fencing Preplans, rounded up to the nearest 500 feet. Initially, the Board shall base the amount of Fencing on the Fencing Preplans submitted by the Original Members. As Additional Members join the Fencing Consortium, the Board shall consider the Fencing needs and may secure additional Fencing as it determines is needed.
 - (b) Fence Storage and Transport. The Lease shall require the Vendor to store the Fencing at a location agreeable to the Board, deliver the Fencing to the identified Staging Area upon the Board's request within the response timeframe identified in the Lease, and to address other transportation needs as specified in the Lease.
 - (c) Select Notification System. The Board shall select a Notification Systems that will be used by Directors to Call Out the Deployment Team to a Requesting Member's Governmental Unit.

- (d) **Reports.** The Board shall prepare and distribute such reports to the Members as the Board determines are necessary to keep them informed of the Fencing Consortium's activities. The Board shall determine the best method for distributing such reports.
- 4.13. **Office.** The initial office of the Fencing Consortium shall be selected by the Board. The Board may change the location of the office as it determines is appropriate. The Board will hold its meetings at the designated office, but may also meet at such other locations as it determines appropriate to carry out its duties.
- 4.14. **Disbursements.** Except as otherwise provided, all unbudgeted disbursements and expenditures of the Fencing Consortium shall be approved by the Board. All checks issued by the Fencing Consortium from its funds shall be co-signed by two Directors designated by the Board.
- 4.15. **Fiscal Agent.** The Board may appoint, and enter into agreements with, a fiscal agent for the Fencing Consortium and may change the fiscal agent from time to time as it deems necessary. The fiscal agent may be a Member Governmental Unit. The Board may delegate authority to the fiscal agent to act on its behalf as the Board deems appropriate and in accordance with applicable laws.

ARTICLE V DEPLOYMENT OF THE FENCING

- 5.1. **Automatic Deployment.** The Fencing shall be made available for automatic deployment upon the occurrence of a Critical Incident in a Member's Governmental Unit. The Requesting Member shall notify a Director of a Critical Incident and a Director shall utilize the designated Notification System to Call Out the Deployment Team for deployment of the Fencing. The Deployment Team shall then respond to the Requesting Member to unload and assemble the Fencing at the Deployment Site. The process to request deployment and demobilization of the Fencing shall occur in accordance with this Agreement and the policies and procedures adopted by the Board. The Deployment Team Manager shall be responsible for coordinating the deployment and demobilization of the Fencing.
- 5.2. **Requesting Member Obligations.** A Requesting Member requesting deployment of the Fencing for a Critical Incident occurring in the Member's jurisdiction shall be responsible for the following:
 - (a) Providing security for the Deployment Team while it is conducting its work at the Deployment Site;
 - (b) Provide any equipment that may be needed to deploy or demobilize the Fencing that is not provided by the Vendor;

- (c) Pay the Vendor charges for the actual use of the Fencing. Such payments are to be made directly to the Vendor unless directed otherwise by the Board;
 - (d) Providing food, water, first aid, and similar support to the Deployment Team as may reasonably be needed;
 - (e) Contacting the Board or the Board's designee if there are any issues with the Fencing once it is in place; and
 - (f) Complying with Board policies and procedures applicable to a Requesting Member, including avoiding any activities that may unreasonably damage the Fencing or expose the Deployment Team to an unreasonable risk.
- 5.3. **Discretionary Deployment.** A Member may make a request to the Board for the deployment of the Fencing in the Member's Governmental Unit for an event or occurrence other than a Critical Incident. The deployment of the Fencing for something other than a Critical Incident is left to the sole discretion of the Board. The Board shall consider all such requests at a meeting and determine whether to approve the Member's request. The Board shall adopt criteria or standards for determining when to allow the discretionary deployment of the Fencing and the requesting Member's obligations if the request is approved. The Board may delegate the authority to one or more Directors to determine whether to allow the discretionary deployment of the Fencing based on the criteria established by the Board.
- 5.4. **Non-Member Deployment.** The Board shall adopt standards and requirements for determining whether to allow the deployment of the Fencing in response to a Critical Incident that occurred in a non-member Governmental Unit. Nothing in this Agreement obligates the Fencing Consortium to deploy the Fencing to a non-member Governmental Unit.
- 5.5. **No Guarantee.** The Members understand and agree the deployment of the Fencing by the Deployment Team is a cooperative undertaking and that the Fencing Consortium cannot guarantee a certain response time or make any representations or warranties regarding response times, the Fencing, its assembly, or effectiveness. The Deployment Team will endeavor to respond as quickly as possible to a Critical Incident and to place the Fencing as shown in the Requesting Member's Fencing Preplan as provided in this Agreement and in accordance with Board policies and procedures.
- 5.6. **Demobilization.** The Member who receives the Fencing in response to a Critical Incident shall work with the Fencing Consortium to determine when to initiate the demobilization of the Fencing from the Deployment Site. For a discretionary deployment of the fence, the demobilization date shall be determined prior to the deployment. The Deployment Team shall be responsible for disassembling the Fencing as part of the demobilization. The Board shall establish such procedures and policies as may be needed to address the demobilization of the Fencing. The Board has the authority to recall the Fencing from a Member if it determines there is a more critical need for the Fencing in

another Governmental Unit that cannot be fulfilled by the remaining Fencing held by the Fencing Consortium.

ARTICLE VI MEMBERSHIP COSTS AND ASSESSMENTS

- 6.1. **Original Member Costs.** Each Original Member shall be responsible for paying a share of the Fencing costs based on the length of fence indicated in its Fencing Preplan as a percentage of the total amount of initial Fencing to be leased by the Board. The Board shall determine the amount each Original Member is required to pay and provide each an invoice together with a sheet showing the division of costs. Invoice shall be paid within 45 days of receipt.
- 6.2. **Additional Member Costs.** Each Additional Member shall be required to pay their share of the Fencing costs calculated as if they were an Original Member. Each Additional Member shall also be required to pay a Surcharge in the amount determined by the Board. The Surcharge is to pay the Additional Member's portion of the Member Assessment, any buy-in costs to cover a share of the Fencing and related costs, and to partially reimburse the costs paid by the existing Members. The Board shall apply the buy-in amounts collected to reduce the future charges to the existing Members.
- 6.3. **Member Assessments.** In addition to the initial Fencing costs each Member is required to pay, Members shall also be assessed for the on-going costs to operate and maintain the Fencing Consortium. These operational costs will be divided based on the Fencing costs formula and paid by each Member as a Member Assessment. The formula shall take into account the total length of Fencing held by the Fencing Consortium and then divided by the length of each Member's Fencing needs as indicated in the Fencing Preplan. The Board shall, as part of the annual budget, determine the total amount of the Member Assessments and the specific amount to be assessed each Member to pay the anticipated Fencing Consortium costs in the upcoming year.
- 6.4. **Payment of Member Assessments.** The Fencing Consortium shall invoice Members for their Member Assessment amount for the upcoming year. Invoices are to be sent no later than January 15th in the year for which the assessment is being imposed. Members shall pay their invoices in full within 45 days from the date of the invoice.
- 6.5. **Default.** Any Member who breaches or otherwise fails to comply with the terms and conditions of this Agreement including, but not limited to, failure to pay its Member Assessment in full by the due date, shall be considered in default of this Agreement. Any dispute regarding whether a Member is in default shall be determined by a vote of the Board. A Member shall not be considered in default until it has been notified in writing by the Board of the condition placing it in default. The notice of default shall indicate the Member is not in good standing and may be expelled if the default is not cured within 90 days. If a Member fails to fully cure a default within 90 days of the notice of default, the Board may issue a written notice of expulsion from the Fencing Consortium. Upon such notice, the Governmental Unit is no longer a Member of the Fencing Consortium as if the

Governmental Unit voluntarily elected to terminate its membership in the Fencing Consortium as provided herein.

ARTICLE VII MEMBER STAFFING REQUIREMENTS

- 7.1. **Public Works Staff.** Each Member is expected to assign member(s) of its public works staff to serve on the Deployment Team to train with the Fencing and to participate in the unloading, assembly, and demobilization of the Fencing at a Deployment Site. The providing of public works staff is through the Public Works Mutual Aid Pact and is at each Member's own cost.
- 7.2. **Training.** The Deployment Team shall train with the Fencing at least three times a year to familiarize the Deployment Team with the Fencing and to help ensure its rapid assembly at a Deployment Site in response to a Call Out. The Board shall work with the Deployment Team to determine a reasonable training schedule that does not negatively impact their regular duties.
- 7.3. **Employees.** The members of the Deployment Team are not employees of the Fencing Consortium. The assigned members shall remain employees of their Governmental Unit for all purposes including, but not limited to, workers' compensation coverage.
- 7.4. **Equipment.** Any damage to or loss of Member equipment utilized by the Deployment Team shall be addressed as provided in the Public Works Mutual Aid Pact.
- 7.5. **Liability.** Liability for the acts of the Deployment Team when responding to a Call Out shall be addressed in accordance with the terms of the Public Works Mutual Aid Pact. For the purposes of the Public Works Mutual Aid Pact, the Requesting Member shall be the "Requesting Party" and each of the Members assigning personnel to the Deployment Team shall be a "Sending Party."

ARTICLE VIII BUDGETING AND FINANCIAL REPORTING

- 8.1. **Fiscal Year.** The fiscal year of the Fencing Consortium is the calendar year.
- 8.2. **Annual Budget.** The Board shall prepare and adopt an annual budget as provided in this section.
 - (a) **Proposed Budget.** The Board shall prepare and approve a proposed budget for the upcoming fiscal year. The proposed budget shall account for all anticipated costs in

the upcoming year and indicate the amounts proposed to be assessed to the Members.

- (b) Notice to Members. The Board shall adopt a proposed budget and distribute it to the Members by no later than June 1st each year. Members may submit written comments to the Board regarding the proposed budget by no later than July 1st.
- (c) Final Budget. The Board shall consider the comments received from Members and shall act to adopt a final budget by no later than August 31st. The Board shall distribute a copy of the adopted annual budget to the Members. To reduce administrative costs given the potential number of Members, the Board may send notices and otherwise communicate with Members using email messages in lieu of mailing.

ARTICLE IX INSURANCE AND INDEMNIFICATION

- 9.1 **Insurance.** The Fencing Consortium shall purchase and maintain such insurance policies as the Board determines is necessary and appropriate to cover the Fencing Consortium, the Board, its operations, and, if required, the Fencing. By purchasing insurance the Members, the Fencing Consortium, and the Board do not waive, and shall not be construed as having waived, any exemptions, immunities, or limitations on liability provided by any applicable Minnesota Law, including Minnesota Statutes, Chapter 466 and section 471.59, subdivision 1a. Any uninsured liabilities incurred by the Fencing Consortium shall be paid by the Members in the same percentage as their Member Assessments as set out in this Agreement.
- 9.2 **Director Indemnification.** The Fencing Consortium shall defend and indemnify its Directors from any claim or damages levied against a Director arising out of the Director's lawful acts or omissions made or occurring in the good faith performance of their duties on the Board. The Fencing Consortium is not required to indemnify a Director for any act or omission for which the Director is guilty of malfeasance, willful neglect of duty, or bad faith.
- 9.3 **Member Indemnification.** The Fencing Consortium shall hold the Members harmless, individually and collectively, and will defend and indemnify the Members for any claims, suits, demands or causes of action for any damages or injuries based on allegations of negligence or omissions by the Fencing Consortium. The Fencing Consortium's duty to indemnify does not constitute, and shall not be construed as, a waiver by either the Fencing Consortium or any or all Members of any exemptions, immunities, or limitations on liability provided by law or of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a.
- 9.4 **Liability.** To the fullest extent permitted by law, this Agreement and the activities carried out hereunder thereof are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members that they, together with the Board, shall be

deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. For purposes of the statute, each Member to this Agreement expressly declines responsibility for the acts or omissions of the other Members.

SECTION X DISPUTE RESOLUTION

10.1 **Dispute Resolution Process.** The Members agree to engage in good faith to attempt to resolve any disputes that may arise over the establishment, operation, or maintenance of the Fencing Consortium. If a dispute is not resolved informally, the Members agree to use the following process to attempt to resolve any dispute they may have related to the Fencing Consortium.

- (a) Written Notice of Dispute. Any Member with a dispute regarding the Fencing Consortium or the Board may submit a written explanation of its dispute to the Fencing Consortium and to each Member. The Board shall make the email list of Members available for the purpose of providing this notice. The explanation of the dispute must be detailed, not repetitive of a dispute already addressed by the Board regarding the same Member, relate directly to a matter within the scope of the Fencing Consortium or of the Board’s powers, and must suggest a solution.
- (b) Review and Response by Board. Upon the Fencing Consortium’s receipt of a written dispute it shall be placed on the agenda of the Board’s next scheduled regular meeting for consideration. The Board shall respond in writing to all properly submitted disputes within three months and shall provide each Member a copy of its response.
- (c) Mediation. If the Member with the dispute is not satisfied with the Board’s response, it may file a written request with the Board for mediation. If the Member and the Board are not able to mutually agree on a mediator, the Member and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.
- (d) Binding Arbitration. If the dispute is not resolved in mediation, the aggrieved Member and the Board may agree to submit to a binding arbitration process. The arbitration shall be conducted in accordance with Minnesota Statutes, chapter 572B following the Commercial Arbitration Rules of the American Arbitration Association, unless the Board and the Member agree to follow different rules. The Members and the Board agree the decision of the arbitrator shall be binding on the Fencing Consortium and its Members.

SECTION XI WITHDRAWAL OF A MEMBER

- 11.1 **Process.** A Member may withdraw from the Fencing Consortium by providing written notice to the Board of its intent to withdraw. To avoid a withdrawal from interrupting the on-going payments for the costs of the Fencing, the effective date of the withdrawal will depend on its timing with respect to the Board's work to set the budget for the upcoming year. If the Board receives the withdrawal notice prior to May 1st in a year, the effective date of the withdrawal will be December 31st of the same year. If the Board receives the notice after May 1st, the withdrawal will be effective December 31st of the following year.
- 11.2 **Effect of Withdrawal.** The withdrawing Member shall be responsible for paying its full Member Assessment for the full year in which the withdrawal is effective. Recognizing the Fencing Consortium is an ongoing concern, the Members agree the withdrawing Member shall not receive any reimbursement of the amounts it has paid and is not entitled to any share in the assets of the Fencing Consortium. Upon the effective date of the withdrawal, the former Member shall no longer be considered a Member under this Agreement.

SECTION XII DISSOLUTION OF FENCING CONSORTIUM

- 12.1 **Dissolution Process.** The Fencing Consortium may only be dissolved by a joint resolution approved by four-fifths of the then current Members or by a unanimous vote of the entire Board on a dissolution resolution. Dissolution shall not be effective for at least six months from the adoption the resolution unless an earlier dissolution date is approved as part of the resolution. Prior to the effective date of the dissolution, the Board shall use the Fencing Consortium's assets to pay its outstanding obligations. If the assets on hand are not sufficient to pay all outstanding obligations, the Board shall impose a Member Assessment to collect sufficient funds to pay the outstanding amounts. The Board shall divide the amount needing to be collected by a Member Assessment using the same formula for other Member Assessments. The Fencing Consortium shall not be finally dissolved until its outstanding obligations are paid in full.
- 12.2 **Distribution of Assets and Property.** Upon dissolution, the Board shall distribute any remaining assets to the Members in proportion to the Member Assessment of each Member in effect as of the date of dissolution. The Board shall have the power to determine the best method for distributing the assets and to decide any disputes that may arise among the Members concerning such distribution.

SECTION XIII MISCELLANEOUS PROVISIONS

- 13.1 **Official Copy.** This Agreement is being entered into through the adoption by each Member and the Membership Resolution. The Board shall maintain the official copy of this Agreement and maintain a list of the Original Members and the Additional Members.

The official copy shall constitute the Agreement, which shall be binding on all of the Members.

- 13.2 **Data Practices.** The Fencing Consortium shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). The Vendor shall be required to comply with the Act as provided in Minnesota Statutes, section 13.05. The Vendor shall be required to notify the Board if it receives a data request and to work with the Fencing Consortium to respond to it.
- 13.3 **Notices.** Any notice required or permitted to be given to the Fencing Consortium under this Agreement shall be given in writing, and shall be sent by first class mail to its current address. Notice to each Member shall be given in writing by first class mail or email to the Member’s chief of police or other designated contact person.
- 13.4 **Waiver.** The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.
- 13.5 **Governing Law.** The respective rights, obligations and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 13.6 **Headings and Captions.** The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 13.7 **No Third-Party Rights.** This Agreement is entered into for the sole benefit of the Members and no other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
- 13.8 **Good Faith.** Each Member shall act in good faith. In exercising its rights and fulfilling its obligations under this Agreement, each party acknowledges that this Agreement contemplates cooperation between and among the parties.
- 13.9 **Entire Agreement.** This Agreement, including the recitals and all of the Membership Resolutions, contains the entire understanding between the Members concerning the subject matter hereof.
- 13.10 **Amendments.** Amendments to this Agreement may be proposed by the Board or by at least 10% of the Members submitting a proposed amendment to the Board. The Board shall forward proposed amendments to the Members in the form of an amendment resolution. The Board will only forward amendments proposed by Members if it determines the proposed amendments are lawful and not contrary to the primary purposes of this Agreement. Members adopting the amendment resolution shall return a copy of

the executed resolution to the Board. A proposed amendment shall be considered approved if the amendment resolution is adopted by at least 90% of the then current Members.

- 13.11 **Examination of Books.** Pursuant to Minnesota Statutes, section 16C.05, Subd. 5, the books, records, documents and accounting procedures and practices of the Fencing Consortium and the Vendor are subject to examination by the State. Members may examine the financial records of the Fencing Consortium upon reasonable request.
- 13.12 **Recitals and Exhibits Incorporated.** The recitals contained herein, and the Membership Resolutions, are incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the Members have, by adoption and execution of the Membership Resolution, entered into this Agreement as of the Effective Date or, if an Additional Member, as of the date of acceptance by the Board of the Membership Resolution.

[A list of all Members is maintained by the Fencing Consortium.]

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING:

August 1, 2022

Paid and Unpaid Invoices:

Check #'s 343252-343415

\$804,264.08

Paid Electronic Invoices:

Wire #'s 3318-3348

\$5,927,556.74

Amount for Approval-Council Meeting:

August 1, 2022

\$6,731,820.82

Checks

City of Chaska



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110692	ABDULLAHI, HANI								
36340		07/18/2022	080222	343274	56.21	08/18/2022	INV	PD	METER DEPOSIT REFUND-1212
	CHECK DATE: 08/02/2022								
100016	ABM EQUIPMENT & SUPPLY INC								
0171419-IN		07/11/2022	080222	343275	324.04	08/11/2022	INV	PD	#711 SHIELD AND PLASTIC B
	CHECK DATE: 08/02/2022								
103825	ACUSHNET COMPANY								
300395248		07/22/2022	080222	343276	-783.00	08/31/2022	CRM	PD	RESALE CREDIT
	CHECK DATE: 08/02/2022								
913730512		07/11/2022	080222	343276	1,146.48	09/09/2022	INV	PD	RESALE
	CHECK DATE: 08/02/2022								
913730513		07/11/2022	080222	343276	416.10	09/09/2022	INV	PD	RESALE
	CHECK DATE: 08/02/2022								
913756467		07/14/2022	080222	343276	1,005.24	09/12/2022	INV	PD	RESALE
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913764981		07/14/2022	080222	343276	138.76	08/13/2022	INV	PD	RESALE
	CHECK DATE: 08/02/2022								
913773197		07/15/2022	080222	343276	5,677.56	09/13/2022	INV	PD	RESALE
	CHECK DATE: 08/02/2022								
913773207		07/15/2022	080222	343276	1,206.66	08/14/2022	INV	PD	RESALE
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913773231		07/15/2022	080222	343276	301.84	08/14/2022	INV	PD	RESALE
	CHECK DATE: 08/02/2022								
913773286		07/15/2022	080222	343276	82.55	09/13/2022	INV	PD	RESALE
	CHECK DATE: 08/02/2022								
913784633		07/18/2022	080222	343276	3,462.79	08/17/2022	INV	PD	RESALE
	CHECK DATE: 08/02/2022								
913805222		07/20/2022	080222	343276	29.80	09/18/2022	INV	PD	RESALE
	CHECK DATE: 08/02/2022								
913815949		07/21/2022	080222	343276	83.54	03/18/2023	INV	PD	DEMO/RENTAL
	CHECK DATE: 08/02/2022								
913815980		07/21/2022	080222	343276	51.45	08/20/2022	INV	PD	RESALE
	CHECK DATE: 08/02/2022								
913815981		07/21/2022	080222	343276	152.39	08/20/2022	INV	PD	RESALE

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VENDOR INVOICE LIST

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913825257		07/22/2022	080222	343276	834.63	09/20/2022	INV	PD	RESALE
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913825258		07/22/2022	080222	343276	91.66	09/20/2022	INV	PD	RESALE
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913825259		07/22/2022	080222	343276	97.08	09/20/2022	INV	PD	RESALE
CHECK DATE:	08/02/2022								
913825416		07/22/2022	080222	343276	696.00	09/20/2022	INV	PD	RESALE
CHECK DATE:	08/02/2022								
913838048		07/25/2022	080222	343276	97.08	09/23/2022	INV	PD	RESALE
CHECK DATE:	08/02/2022								
913838049		07/25/2022	080222	343276	91.66	09/23/2022	INV	PD	RESALE
CHECK DATE:	08/02/2022								
					14,931.72				
106669 ADIDAS AMERICA INC									
6157201107		07/07/2022	080222	343277	127.97	09/05/2022	INV	PD	RESALE
CHECK DATE:	08/02/2022								
6157287247		07/18/2022	080222	343277	2,319.00	09/16/2022	INV	PD	RESALE
CHECK DATE:	08/02/2022								
					2,446.97				
100843 AH HERMEL COMPANY									
935033		07/08/2022	080222	343278	635.85	08/01/2022	INV	PD	Concession Stand Resale
CHECK DATE:	08/02/2022								
935552		07/13/2022	080222	343278	580.90	08/13/2022	INV	PD	Concession Stand Resale
CHECK DATE:	08/02/2022								
935991		07/15/2022	080222	343278	220.46	08/15/2022	INV	PD	Concession Stand Resale
CHECK DATE:	08/02/2022								
936439		07/20/2022	080222	343278	364.24	08/20/2022	INV	PD	Concession Stand Resale
CHECK DATE:	08/02/2022								
936613		07/21/2022	080222	343278	154.91	08/21/2022	INV	PD	WATER FOR FD
CHECK DATE:	08/02/2022								
937093		07/22/2022	080222	343278	502.67	08/22/2022	INV	PD	Concession Stand Resale
CHECK DATE:	08/02/2022								

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100073 AMARIL UNIFORM CO					2,459.03			
IV231166 CHECK DATE: 08/02/2022		07/13/2022	080222	343279	342.97 08/13/2022	INV	PD	M. ENGELEN CITY ISSUED FR
110689 ANDERSEN, MADISON								
35777 CHECK DATE: 08/02/2022		07/18/2022	080222	343280	20.01 08/18/2022	INV	PD	METER DEPOSIT REFUND-1596
100119 SHAKOPEE VALLEY FORD								
331032FOW CHECK DATE: 08/02/2022		07/20/2022	080222	343281	185.69 08/20/2022	INV	PD	#106 HIGH PRESSURE OIL SW
100122 ARAMARK REFRESHMENT SERVICES								
05098717 CHECK DATE: 08/02/2022		07/08/2022	080222	343282	76.74 08/08/2022	INV	PD	COFFEE FOR FD
106918 ARTHUR CLESEN INC								
371021 CHECK DATE: 08/02/2022		07/25/2022	080222	343283	862.72 07/25/2022	INV	PD	IRRIGATION DRIVES
100078 AMERICAN SOCIETY OF COMPOSERS								
500583892-2022 CHECK DATE: 08/02/2022		07/20/2022	080222	343284	403.42 08/20/2022	INV	PD	2022 MUSIC LICENSE ACCT 5
100155 AUBURN MANOR								
AUG 2022 220004 CHECK DATE: 08/02/2022		08/01/2022	080222	343285	200.00 08/31/2022	INV	PD	AUG SENIOR CITIZEN DONATI
104834 BLACK CLOVER ENTERPRISES LLC								
BCE136574 CHECK DATE: 08/02/2022		07/14/2022	080222	343286	781.85 08/13/2022	INV	PD	RESALE
110702 BOOTH-TRAN, ANGELA								
10012439 CHECK DATE: 08/02/2022		07/18/2022	080222	343287	147.34 08/18/2022	INV	PD	CREDIT BALANCE REFUND-348

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100214 BORDER STATES INDUSTRIES INC									
923987344	220117	04/06/2022	080222	343288	496.05	08/27/2022	INV	PD	FUSE BAYONET 100 AMP
CHECK DATE:	08/02/2022								
924547750	220115	07/12/2022	080222	343288	370.92	08/25/2022	INV	PD	25-FUSE HLDR INLN 6 TO 6,
CHECK DATE:	08/02/2022								
924547752	220115	07/12/2022	080222	343288	803.66	08/25/2022	INV	PD	25-FUSE HLDR INLN 6 TO 6,
CHECK DATE:	08/02/2022								
924547754	220115	07/12/2022	080222	343288	428.48	08/25/2022	INV	PD	25-FUSE HLDR INLN 6 TO 6,
CHECK DATE:	08/02/2022								
924547756	220115	07/12/2022	080222	343288	464.19	08/25/2022	INV	PD	25-FUSE HLDR INLN 6 TO 6,
CHECK DATE:	08/02/2022								
924556975	220112	07/13/2022	080222	343288	169.53	08/13/2022	INV	PD	SPLICE 8425-8 COLD SHRINK
CHECK DATE:	08/02/2022								
924556977	220111	07/13/2022	080222	343288	77.00	08/25/2022	INV	PD	CONNECT TRANS 8 5/8 BARE
CHECK DATE:	08/02/2022								
924599589	220116	07/20/2022	080222	343288	31.26	08/25/2022	INV	PD	CONNECT TRANS 8 5/8 BARE
CHECK DATE:	08/02/2022								
					2,841.09				
110701 BURGESS, SHARMAN									
10012092		07/18/2022	080222	343289	18.45	08/18/2022	INV	PD	CREDIT BALANCE REFUND-384
CHECK DATE:	08/02/2022								
100275 CALLAWAY GOLF									
935186712		07/09/2022	080222	343290	199.00	11/06/2022	INV	PD	RESALE
CHECK DATE:	08/02/2022								
935192363		07/11/2022	080222	343290	950.40	11/08/2022	INV	PD	RESALE
CHECK DATE:	08/02/2022								
935220318		07/15/2022	080222	343290	131.40	10/13/2022	INV	PD	RESALE
CHECK DATE:	08/02/2022								
935231400		07/18/2022	080222	343290	475.20	11/15/2022	INV	PD	RESALE
CHECK DATE:	08/02/2022								
935266622		07/25/2022	080222	343290	475.20	11/22/2022	INV	PD	RESALE
CHECK DATE:	08/02/2022								
					2,231.20				
100323 CDW GOVERNMENT INC									

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BH34907 CHECK DATE: 08/02/2022		07/07/2022	080222	343291	2,826.27	08/06/2022	INV	PD	COMPUTER EQUIP-C LINDAHL
BN09489 CHECK DATE: 08/02/2022		07/19/2022	080222	343291	-329.50	08/31/2022	CRM	PD	RETURN DOCKING STN-C LIND
					2,496.77				
100332 CENTERPOINT ENERGY RESOURCES CORP									
80000146268/JUN22 CHECK DATE: 07/28/2022		07/14/2022	072822	343265	1,988.94	08/10/2022	INV	PD	JUN GAS SVC
80000167793/JUN22 CHECK DATE: 07/28/2022		07/14/2022	072822	343265	78.60	08/10/2022	INV	PD	JUN CITY PKS GAS SVC
80000167843/JUN22 CHECK DATE: 07/28/2022		07/14/2022	072822	343265	1,847.56	08/10/2022	INV	PD	JUN GAS SVC
					3,915.10				
100337 QWEST CORPORATION									
300875366 CHECK DATE: 07/28/2022		07/16/2022	072822	343267	2,086.40	07/16/2022	INV	PD	JUL INTERNET SERVICE
313196254/JUL22 CHECK DATE: 07/28/2022		07/18/2022	072822	343266	597.69	08/15/2022	INV	PD	JUL CITY HALL LOC PHN SVC
313249294/JUL22 CHECK DATE: 07/19/2022		07/11/2022	071922	343252	54.99	08/08/2022	INV	PD	JUL TC MAINT LOC PHN SVC
313408124/JUL22 CHECK DATE: 07/19/2022		07/11/2022	071922	343252	127.93	08/08/2022	INV	PD	JUL TC MAINT LOC PHN SVC
314238800/JUL22 CHECK DATE: 07/28/2022		07/18/2022	072822	343266	74.18	08/15/2022	INV	PD	JUL MSB LOCAL PHN SVC
					2,941.19				
100346 CHASKA DOWNTOWN BUSINESS ALLIANCE									
Q3 2022 CHECK DATE: 08/02/2022		07/11/2022	080222	343292	14,525.00	08/10/2022	INV	PD	3RD QTR SPECIAL SERVICES
100350 CHASKA, CITY OF									
BARK IN THE PARK2022 CHECK DATE: 07/27/2022		07/20/2022	072722	343264	200.00	07/27/2022	INV	PD	PET PARADE PETTY CASH
105431 EUGENE FLAUVIN MILLER									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
103262		07/21/2022	080222	343293	450.00	08/21/2022	INV	PD	#720 FENDER INSTALL AND P
CHECK DATE: 08/02/2022									
110240 CINTAS CORPORATION NO 2									
4124874393		07/11/2022	080222	343294	95.61	08/11/2022	INV	PD	CCC Rug Rental service
CHECK DATE: 08/02/2022									
4125559784		07/18/2022	080222	343294	95.61	08/18/2022	INV	PD	CCC Rug rental service
CHECK DATE: 08/02/2022									
109942 MANSFIELD TOP SERVICES INC									
42009004649		07/11/2022	080222	343295	436.17	08/10/2022	INV	PD	JUL 4/5 Curl Cleaning
CHECK DATE: 08/02/2022									
100428 COBRA GOLF INC									
63014836		07/19/2022	080222	343296	211.77	09/17/2022	INV	PD	RESALE
CHECK DATE: 08/02/2022									
100436 COMCAST CORPORATION									
0036243/JUL22-TC		07/07/2022	071922	343253	228.03	08/01/2022	INV	PD	JUL CLUBHOUSE CABLE
CHECK DATE: 07/19/2022									
0055482/JUL22-FD		07/12/2022	072822	343268	6.75	08/06/2022	INV	PD	JUL FD CABLE
CHECK DATE: 07/28/2022									
103113		07/09/2022	072122	343258	79.78	08/03/2022	INV	PD	JUL PD Cable
CHECK DATE: 07/21/2022									
105466 COMPUTER INTEGRATION TECHNOLOGIES INC									
331494		07/15/2022	080222	343297	3,912.00	08/14/2022	INV	PD	JUL OFFICE 365 AGREEMENT
CHECK DATE: 08/02/2022									
104613 CP CHASKA INC									
103143		07/14/2022	080222	343298	375.00	08/15/2022	INV	PD	F&I Bonspiel-setup fee/ba
CHECK DATE: 08/02/2022									
103144		07/15/2022	080222	343298	4,736.00	08/15/2022	INV	PD	Fire & Ice Bonspiel Curle
CHECK DATE: 08/02/2022									
103145		07/16/2022	080222	343298	2,635.20	08/16/2022	INV	PD	Fire & Ice Bonspiel Curle
CHECK DATE: 08/02/2022									

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					7,746.20				
103057 CUSTOMIZED FIRE RESCUE TRAINING INC									
2168		06/30/2022	080222	343299	800.00	08/14/2022	INV	PD	FF TEST FOR CLASS COMPLET
CHECK DATE: 08/02/2022									
100484 CUTTER & BUCK INC									
0096263172		07/19/2022	080222	343300	99.31	08/18/2022	INV	PD	RESALE
CHECK DATE: 08/02/2022									
96239327		07/05/2022	080222	343300	436.66	08/04/2022	INV	PD	RESALE
CHECK DATE: 08/02/2022									
					535.97				
110705 DAGEN, MARK									
35200		07/18/2022	080222	343301	25.72	08/18/2022	INV	PD	CREDIT BALANCE REFUND-239
CHECK DATE: 08/02/2022									
110703 DAHLKE, BRIAN									
31157		07/18/2022	080222	343302	243.86	08/18/2022	INV	PD	CREDIT BALANCE REFUND-110
CHECK DATE: 08/02/2022									
110685 DELMERICO, LONNIE									
10011526		07/18/2022	080222	343303	186.80	08/18/2022	INV	PD	METER DEPOSIT REFUND-1108
CHECK DATE: 08/02/2022									
103870 DIVERSIFIED PLUMBING AND HEATING INC									
33739		07/12/2022	080222	343304	871.00	08/12/2022	INV	PD	Annual testing of our RPZ
CHECK DATE: 08/02/2022									
110687 DIXON, CORY									
34078		07/18/2022	080222	343305	143.56	08/18/2022	INV	PD	METER DEPOSIT REFUND-1506
CHECK DATE: 08/02/2022									
100549 DORSEY AND WHITNEY LLP									
3733403		03/09/2022	080222	343306	4,554.00	08/20/2022	INV	PD	CITY SQUARE WEST LEGAL-FE
CHECK DATE: 08/02/2022									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
105629 DICKS SANITATION SERVICE INC									
DT0004598969		04/30/2022	072822	343269	119.56	07/26/2022	INV	PD	PAR 30-MAY
CHECK DATE:	07/28/2022								
DT0004654457		05/31/2022	072822	343269	123.55	07/26/2022	INV	PD	PAR 30-JUN
CHECK DATE:	07/28/2022								
DT0004711968		06/30/2022	072822	343269	123.55	07/30/2022	INV	PD	PAR 30-JUL
CHECK DATE:	07/28/2022								
					366.66				
106828 CHAD LAMOUR EDWARDS									
103190		07/20/2022	080222	343307	500.00	08/20/2022	INV	PD	Summer Concert 7/20
CHECK DATE:	08/02/2022								
100602 EMERGENCY APPARATUS MAINTENANCE INC									
123195		07/11/2022	080222	343308	6,899.41	08/11/2022	INV	PD	#328 LADDER MAINTENANCE
CHECK DATE:	08/02/2022								
123231		07/13/2022	080222	343308	1,598.94	08/13/2022	INV	PD	ENGINE #312 MAINTENANCE
CHECK DATE:	08/02/2022								
123459		07/14/2022	080222	343308	633.32	08/14/2022	INV	PD	327 TANKER MAINTENANCE
CHECK DATE:	08/02/2022								
					9,131.67				
110104 RALNY FALLS VENTURES LLC									
316		07/17/2022	080222	343309	1,070.00	08/17/2022	INV	PD	FF GEAR DECON
CHECK DATE:	08/02/2022								
317		07/17/2022	080222	343309	1,039.00	08/17/2022	INV	PD	FF GEAR DECON
CHECK DATE:	08/02/2022								
					2,109.00				
100619 ESS BROTHERS & SONS INC									
CC4756		07/07/2022	080222	343310	277.20	08/07/2022	INV	PD	POLY SHIMS FOR CATCH BASI
CHECK DATE:	08/02/2022								
100649 FEDERAL EXPRESS CORPORATION									
7-824-97314		07/20/2022	072822	343270	44.95	08/04/2022	INV	PD	ELECTRIC SHIPPING
CHECK DATE:	07/28/2022								
110169 FELHABER LARSON FENLON AND VOGT PA									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
691264 CHECK DATE: 08/02/2022		07/12/2022	080222	343311	15,526.00	08/12/2022	INV	PD	TH 41 Project-Property Ac
691265 CHECK DATE: 08/02/2022		07/12/2022	080222	343311	8,295.00	08/12/2022	INV	PD	Creek Rd Trunk Sewer Ext
					23,821.00				
100653 FERGUSON ENTERPRISES INC									
8957798-2 CHECK DATE: 08/02/2022		07/18/2022	080222	343312	34.77	08/18/2022	INV	PD	TOILET SPUDS FOR STOCK
9446379 CHECK DATE: 08/02/2022		07/18/2022	080222	343312	32.73	08/18/2022	INV	PD	DRAIN PARTS FOR NEW OAK 1
9446962 CHECK DATE: 08/02/2022		07/18/2022	080222	343312	6.58	08/18/2022	INV	PD	CAULK FOR OAK 19 KITCHEN
					74.08				
109941 BRIDGETOWER OPOC LLC									
745475429 CHECK DATE: 08/02/2022		07/14/2022	080222	343313	796.10	08/14/2022	INV	PD	TH 41/CSAH 61 IMP BIDS
100707 GEAR FOR SPORTS									
41928833 CHECK DATE: 08/02/2022		07/15/2022	080222	343314	416.12	08/15/2022	INV	PD	t-shirt curling resale
105034 GOLD MEDAL PRODUCTS COMPANY									
34872 CHECK DATE: 08/02/2022		07/20/2022	080222	343315	161.30	08/20/2022	INV	PD	POPCORN FOR FD OPEN HOUSE
100753 GPS INDUSTRIES LLC									
LEASE0025448 CHECK DATE: 08/02/2022		06/01/2022	080222	343316	5,120.00	07/01/2022	INV	PD	GPS LEASE
LEASE0025649 CHECK DATE: 08/02/2022		07/01/2022	080222	343316	5,120.00	08/26/2022	INV	PD	GPS LEASE
LEASE0025848 CHECK DATE: 08/02/2022		08/01/2022	080222	343316	5,120.00	08/31/2022	INV	PD	GPS LEASE
					15,360.00				
100759 WW GRAINGER INC									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9364210030		07/01/2022	080222	343317	211.32	07/31/2022	INV	PD	FILTERS FOR WTP
CHECK DATE: 08/02/2022									
9366011998		07/05/2022	080222	343317	38.58	08/04/2022	INV	PD	PARTS TO REBUILD MOTOR ST
CHECK DATE: 08/02/2022									
110699 HANSEN, GREGORY					249.90				
10003115		07/18/2022	080222	343318	56.03	08/18/2022	INV	PD	CREDIT BALANCE REFUND-165
CHECK DATE: 08/02/2022									
100810 HAWKINS INC									
6234163		07/11/2022	080222	343319	5,808.02	08/25/2022	INV	PD	WTP CHEMICALS
CHECK DATE: 08/02/2022									
6237852		07/15/2022	080222	343319	30.00	08/29/2022	INV	PD	DEMURRAGE
CHECK DATE: 08/02/2022									
110461 HEARTLAND BUSINESS SYSTEMS LLC					5,838.02				
521757-H		05/31/2022	080222	343320	14,723.10	08/21/2022	INV	PD	90 CISCO LICENSES FOR PHO
CHECK DATE: 08/02/2022									
521757-RTN		07/05/2022	080222	343320	-9,909.54	08/05/2022	CRM	PD	CREDIT 81 CISCO LICENSES
CHECK DATE: 08/02/2022									
100827 HEGERS DAIRY LLC					4,813.56				
1316		07/08/2022	080222	343321	399.88	08/08/2022	INV	PD	Concession Stand Resale
CHECK DATE: 08/02/2022									
1317		07/12/2022	080222	343321	529.09	08/12/2022	INV	PD	Concession Stand Resale
CHECK DATE: 08/02/2022									
1319		07/15/2022	080222	343321	483.11	08/15/2022	INV	PD	Concession Stand Resale
CHECK DATE: 08/02/2022									
1322		07/22/2022	080222	343321	580.71	08/22/2022	INV	PD	Concession Stand Resale
CHECK DATE: 08/02/2022									
100841 HERMANS LANDSCAPE SUPPLIES					1,992.79				
53050/1		07/21/2022	080222	343322	49.00	08/21/2022	INV	PD	LANDSCAPING 1614 ROYAL OA
CHECK DATE: 08/02/2022									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100848 HIGH TECH CLEANING INC									
17927		07/19/2022	080222	343323	1,349.58	08/19/2022	INV	PD	CLEANING SUPPLIES-MSB
CHECK DATE: 08/02/2022									
107398 CHRIS HINDING									
8922-1661		07/08/2022	080222	343324	200.00	08/08/2022	INV	PD	Concert 8/9-The AlphaBits
CHECK DATE: 08/02/2022									
109882 HERITAGE LANDSCAPE SUPPLY GROUP INC									
0007429756-001		07/20/2022	080222	343325	396.87	08/19/2022	INV	PD	VEGETATION CONTROL
CHECK DATE: 08/02/2022									
100859 HOISINGTON KOEGLER GROUP INC									
022-024-1		07/13/2022	080222	343326	2,880.82	08/13/2022	INV	PD	DT BUSINESS ENTRANCE SIGN
CHECK DATE: 08/02/2022									
022-029-2		07/15/2022	080222	343326	1,040.00	08/15/2022	INV	PD	JUN PLANNING SERVICES
CHECK DATE: 08/02/2022									
100878 HUEBSCH					3,920.82				
84176/JUN2022		06/30/2022	072822	343271	2,161.61	08/02/2022	INV	PD	JUN RUG/MAT SVC
CHECK DATE: 07/28/2022									
105183 HUNKERD DOWN LLC									
102868		07/08/2022	080222	343327	400.00	08/08/2022	INV	PD	Concert 8/12-Hunker'd bow
CHECK DATE: 08/02/2022									
110695 HUSEBY, KIM									
36511		07/18/2022	080222	343328	32.96	08/18/2022	INV	PD	METER DEPOSIT REFUND-123
CHECK DATE: 08/02/2022									
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP									
2022/0715-ICMA		07/15/2022	071922	343254	5,861.61	07/15/2022	INV	PD	071522 Payroll - 457 & Ro
CHECK DATE: 07/19/2022									
110684 TODD ROBIN MATHESON									

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103225		07/25/2022	080222	343329	700.00	08/25/2022	INV	PD	Entertainment for AOA/Lio
CHECK DATE: 08/02/2022									
108948 AUDRANN INC									
1376741-01		07/14/2022	080222	343330	41.60	08/28/2022	INV	PD	BELTS FOR HVAC
CHECK DATE: 08/02/2022									
1379009		07/22/2022	080222	343330	9.85	09/05/2022	INV	PD	PARTS FOR ST. FRANCIS RTU
CHECK DATE: 08/02/2022									
105916 DAVID MAETZOLD									
102852		07/08/2022	080222	343331	400.00	08/08/2022	INV	PD	Concert 8/3-Just Dave and
CHECK DATE: 08/02/2022									
110693 JUSTUS, JABIN									
36471		07/18/2022	080222	343332	16.86	08/18/2022	INV	PD	METER DEPOSIT REFUND-325
CHECK DATE: 08/02/2022									
103247 RACHAEL KROOG									
07/2022-02		07/22/2022	080222	343333	264.00	08/30/2022	INV	PD	Pickleball Clinic - July
CHECK DATE: 08/02/2022									
101021 KULLY SUPPLY INC									
583280		07/06/2022	080222	343334	162.16	08/05/2022	INV	PD	Plumbing parts for Toilet
CHECK DATE: 08/02/2022									
101043 LANO EQUIPMENT INC									
01-927230		07/20/2022	080222	343335	42.36	08/20/2022	INV	PD	#719 VACUUM SWITCH FOR BO
CHECK DATE: 08/02/2022									
01-927795		07/22/2022	080222	343335	16.49	08/22/2022	INV	PD	AIR CLEANER TUBE FOR BOBC
CHECK DATE: 08/02/2022									
101056 LEAGUE OF MINNESOTA CITIES									
7378		07/13/2022	080222	343336	5,690.53	08/13/2022	INV	PD	TRAILER CAME OFF CART AND
CHECK DATE: 08/02/2022									
7397		07/22/2022	080222	343336	13,630.10	08/22/2022	INV	PD	PLOW BACKED INTO STOPPED
CHECK DATE: 08/02/2022									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					19,320.63				
110670	MATTHEW J HAEFNER								
102865	CHECK DATE: 08/02/2022	07/08/2022	080222	343337	250.00	08/10/2022	INV	PD	Concert 8/10-Lower North
101117	LYNCH CAMPS								
07/2022-01	CHECK DATE: 08/02/2022	07/25/2022	080222	343338	1,420.80	08/25/2022	INV	PD	Tennis Camp - Instructor
105710	MACQUEEN EMERGENCY GROUP								
P02874	CHECK DATE: 08/02/2022	07/13/2022	080222	343339	1,777.59	08/13/2022	INV	PD	2 GAS MONITORS AND CALIBR
P02885	CHECK DATE: 08/02/2022	07/14/2022	080222	343339	595.00	08/14/2022	INV	PD	BATTERIES FOR FANS ON E11
P02889	CHECK DATE: 08/02/2022	07/15/2022	080222	343339	436.17	08/15/2022	INV	PD	D RINGS FOR LADDER BELTS
P02926	CHECK DATE: 08/02/2022	07/19/2022	080222	343339	333.75	08/19/2022	INV	PD	GEAR REPAIR-LETTER PATCHE
P02941	CHECK DATE: 08/02/2022	07/21/2022	080222	343339	50.00	08/21/2022	INV	PD	CALIBRATE GAS MONITOR
					3,192.51				
101124	MACQUEEN EQUIPMENT								
P43652	CHECK DATE: 08/02/2022	07/18/2022	080222	343340	354.91	08/18/2022	INV	PD	JETTER NOZZLE FOR JET VAC
103449	MADDEN GALANTER HANSEN LLP								
102991	CHECK DATE: 08/02/2022	07/13/2022	080222	343341	597.25	08/13/2022	INV	PD	JUN LEGAL
101168	MELCHERT HUBERT SJODIN PLLP								
162565	CHECK DATE: 08/02/2022	07/14/2022	080222	343342	3,731.25	08/14/2022	INV	PD	GENERAL FUND
162566	CHECK DATE: 08/02/2022	07/14/2022	080222	343342	507.35	08/14/2022	INV	PD	COUNCIL MTGS
162567		07/14/2022	080222	343342	358.20	08/14/2022	INV	PD	ELECTRIC DEPT

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CHECK DATE: 08/02/2022									
162568		07/14/2022	080222	343342	1,225.10	08/14/2022	INV	PD	CSAH 44 & HWY 212 PARCEL
CHECK DATE: 08/02/2022									
162569		07/14/2022	080222	343342	2,398.15	08/14/2022	INV	PD	PAR 30/THE LOOP
CHECK DATE: 08/02/2022									
162570		07/14/2022	080222	343342	1,066.75	08/14/2022	INV	PD	HWY 41 DT REDEVELOPMENT
CHECK DATE: 08/02/2022									
162571		07/14/2022	080222	343342	200.80	08/14/2022	INV	PD	CORTINA WOODS PRESERVATIO
CHECK DATE: 08/02/2022									
162572		07/14/2022	080222	343342	941.25	08/14/2022	INV	PD	OPPIDAN/CHASKA CREEK CTR
CHECK DATE: 08/02/2022									
162573		07/14/2022	080222	343342	2,945.20	08/14/2022	INV	PD	212 INDUSTRIAL-CITY LAND
CHECK DATE: 08/02/2022									
162574		07/14/2022	080222	343342	462.00	08/14/2022	INV	PD	RESERVE AT AUTUMN WOODS
CHECK DATE: 08/02/2022									
162575		07/14/2022	080222	343342	1,729.00	08/14/2022	INV	PD	CREEK RD PROJECT
CHECK DATE: 08/02/2022									
162576		07/14/2022	080222	343342	2,668.80	08/14/2022	INV	PD	CLOVER RIDGE APARTMENTS
CHECK DATE: 08/02/2022									
162577		07/14/2022	080222	343342	7,517.45	08/14/2022	INV	PD	UNITED PROPERTIES-COSTCO-
CHECK DATE: 08/02/2022									
162582		07/14/2022	080222	343342	5,663.75	08/14/2022	INV	PD	PLANNING & ZONING
CHECK DATE: 08/02/2022									
					31,415.05				
101187 METRO SALES INC									
INV2080418		07/07/2022	080222	343343	1,308.10	08/07/2022	INV	PD	QTRLY PRINTER CONTRACT
CHECK DATE: 08/02/2022									
INV2084112		07/13/2022	080222	343343	884.12	08/12/2022	INV	PD	Ricoh/IM C6000 color
CHECK DATE: 08/02/2022									
INV2086012		07/18/2022	080222	343343	136.00	08/17/2022	INV	PD	Ricoh/MP C3003 color
CHECK DATE: 08/02/2022									
					2,328.22				
101196 MID COUNTY COOP #122622									
54799		07/07/2022	080222	343344	1,060.86	08/07/2022	INV	PD	235 GLS GAS-TC
CHECK DATE: 08/02/2022									

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54800		07/07/2022	080222	343344	931.69	08/07/2022	INV	PD	175 GLS DIESEL-TC
CHECK DATE:	08/02/2022								
54876		07/21/2022	080222	343344	1,313.36	08/21/2022	INV	PD	246 GLS DIESEL-TC
CHECK DATE:	08/02/2022								
54877		07/21/2022	080222	343344	934.08	08/21/2022	INV	PD	210 GLS GAS-TC
CHECK DATE:	08/02/2022								
					4,239.99				
101217 MINNESOTA CHILD SUPPORT PMT CTR									
PR071522001510208001		07/15/2022	071922	343255	184.58	07/15/2022	INV	PD	071522 Payroll - Child su
CHECK DATE:	07/19/2022								
101229 MINNESOTA DEPT OF EMPLOYMENT									
30	220005	08/01/2022	080222	343345	2,433.64	08/15/2022	INV	PD	FORMACOAT LLC LOAN REPAYM
CHECK DATE:	08/02/2022								
101275 MINNESOTA UI FUND									
Q2 2022		07/08/2022	080222	343346	145.43	08/31/2022	INV	PD	2ND QTR UNEMPLOYMENT
CHECK DATE:	08/02/2022								
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE									
107051510/JUL22		07/21/2022	080222	343347	33.19	08/16/2022	INV	PD	JUL 82ND ST & HWY 41 SIGN
CHECK DATE:	08/02/2022								
778320601/JUL22		07/21/2022	080222	343347	102.51	08/16/2022	INV	PD	JUL CHEVALLE LIFT STATION
CHECK DATE:	08/02/2022								
780272000/JUL22		07/21/2022	080222	343347	11.02	08/16/2022	INV	PD	JUL CHEVALLE IRRIGATION B
CHECK DATE:	08/02/2022								
					146.72				
101277 MINNESOTA VALLEY ELECTRIC COOPERATIVE									
103172		07/20/2022	080222	343348	525.00	08/20/2022	INV	PD	REFUND OF DOUBLE PYMT ON
CHECK DATE:	08/02/2022								
105308 MINNESOTA VALLEY UTILITY SERVICES LLC									
1338		07/13/2022	080222	343349	1,317.00	08/13/2022	INV	PD	MVEC SUBSTATION MAINT
CHECK DATE:	08/02/2022								
101134 MALLOY MONTAGUE KARNOWSKI RADOSEVICH & CO PA									

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52692		07/13/2022	080222	343350	4,090.00	08/13/2022	INV	PD	2021 AUDIT-FINAL
CHECK DATE: 08/02/2022									
101351 MN DEPARTMENT OF TRANSPORTATION									
P00015542		07/22/2022	080222	343351	706.36	08/21/2022	INV	PD	CHASKA CREEKWAY-MATERIAL
CHECK DATE: 08/02/2022									
101356 MTI DISTRIBUTING INC #31380									
1354984-00		07/18/2022	080222	343352	164.39	08/18/2022	INV	PD	#265 COIL-IGNITION
CHECK DATE: 08/02/2022									
106657 MUNICIPAL ASSET MANAGEMENT INC									
01132022M8		07/20/2022	080222	343353	4,983.31	08/13/2022	INV	PD	CCC FITNESS EQUIP LEASE P
CHECK DATE: 08/02/2022									
101253 BUSINESS PLANNING CONCEPTS INC									
383600082022		07/05/2022	080222	343354	192.00	08/10/2022	INV	PD	AUG PERA LIFE PREMIUMS
CHECK DATE: 08/02/2022									
102654 NORTH AMERICAN SAFETY INC									
INV66780		07/06/2022	080222	343355	19.99	09/06/2022	INV	PD	SAFETY RAIN PANTS
CHECK DATE: 08/02/2022									
INV67114		07/19/2022	080222	343355	73.98	09/19/2022	INV	PD	SAFETY GLASSES
CHECK DATE: 08/02/2022									
					93.97				
110700 NOTERMANN, RAYMOND									
10007426		07/18/2022	080222	343356	296.05	08/18/2022	INV	PD	CREDIT BALANCE REFUND-104
CHECK DATE: 08/02/2022									
110570 ODP BUSINESS SOLUTIONS LLC									
254506404001		07/11/2022	080222	343357	77.98	08/13/2022	INV	PD	Copy paper for the work r
CHECK DATE: 08/02/2022									
101465 ON SITE SANITATION INC									
0001358864		07/15/2022	080222	343358	1,635.00	08/13/2022	INV	PD	FIRE AND ICE
CHECK DATE: 08/02/2022									

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0001360120 CHECK DATE: 08/02/2022		07/20/2022	080222	343358	292.00	08/19/2022	INV	PD	POLICE COMMUNITY PICNIC
104668 OPTUM BANK INC					1,927.00				
0001337898 CHECK DATE: 08/02/2022		07/15/2022	080222	343359	526.50	08/14/2022	INV	PD	2ND QTR HSA FEES
101484 PAPCO INC									
110441 CHECK DATE: 08/02/2022		07/13/2022	080222	343360	657.44	08/12/2022	INV	PD	Replaced actuator on TomC
225656 CHECK DATE: 08/02/2022		07/13/2022	080222	343360	248.30	08/12/2022	INV	PD	Side broom motor(Factory
105181 BOTTLING GROUP LLC					905.74				
21800901 CHECK DATE: 08/02/2022		07/08/2022	080222	343361	274.66	08/01/2022	INV	PD	Concession Stand Resale
28980803 CHECK DATE: 08/02/2022		07/13/2022	080222	343361	916.62	08/01/2022	INV	PD	Concession Stand Resale
32894912 CHECK DATE: 08/02/2022		07/20/2022	080222	343361	292.10	08/01/2022	INV	PD	Concession Stand Resale
101510 PERFORMANCE PLUS LLC					1,483.38				
122911 CHECK DATE: 08/02/2022		07/08/2022	080222	343362	564.00	08/08/2022	INV	PD	FF MEDICAL EXAM PRE-EMPLO
122929 CHECK DATE: 08/02/2022		07/13/2022	080222	343362	611.00	08/13/2022	INV	PD	FF MEDICAL EXAM PRE-EMPLO
122934 CHECK DATE: 08/02/2022		07/15/2022	080222	343362	611.00	08/14/2022	INV	PD	FF MEDICAL EXAM PRE-EMPLO
122945 CHECK DATE: 08/02/2022		07/22/2022	080222	343362	566.00	08/22/2022	INV	PD	FF MEDICAL EXAM PRE-EMPLO
104066 PINE PRODUCTS INC					2,352.00				
124605 CHECK DATE: 08/02/2022		07/11/2022	080222	343363	2,200.00	08/11/2022	INV	PD	LANDSCAPE MULCH FOR CITY

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
124656		07/12/2022	080222	343363	440.00	08/12/2022	INV	PD	LANDSCAPE MULCH FOR CITY
CHECK DATE: 08/02/2022									
					2,640.00				
106085 N&M ENTERPRISES INC									
INV595836		07/15/2022	080222	343364	1,273.75	08/15/2022	INV	PD	GARAGE BAGS FOR PARKS DEP
CHECK DATE: 08/02/2022									
101557 POWER SYSTEM ENGINEERING INC									
9042566		07/14/2022	080222	343365	1,638.75	08/14/2022	INV	PD	MISC PLANNING & ENGINEERI
CHECK DATE: 08/02/2022									
101571 PREMIUM WATERS INC									
417080-05-22		05/31/2022	071922	343256	101.91	06/20/2022	INV	PD	WATER-TC CLUBHOUSE
CHECK DATE: 07/19/2022									
417080-06-22		06/30/2022	071922	343256	113.81	07/31/2022	INV	PD	WATER-TC CLUBHOUSE
CHECK DATE: 07/19/2022									
					215.72				
101591 PUMP AND METER SERVICE INC									
525020		07/15/2022	080222	343366	237.00	08/15/2022	INV	PD	FUEL PUMPING METERING CER
CHECK DATE: 08/02/2022									
103055 QUALITY PROPANE INC									
236062		07/05/2022	080222	343367	34.56	08/04/2022	INV	PD	Zamboni LP Gas
CHECK DATE: 08/02/2022									
236917		07/18/2022	080222	343367	69.93	08/17/2022	INV	PD	Zamboni LP Gas
CHECK DATE: 08/02/2022									
					104.49				
107855 STAPLES INC									
26299429		07/12/2022	080222	343369	232.97	08/11/2022	INV	PD	APC BATTERY BACKUPS
CHECK DATE: 08/02/2022									
26421742		07/18/2022	080222	343368	105.99	08/17/2022	INV	PD	Printer Cartridge for Ann
CHECK DATE: 08/02/2022									
					338.96				
101684 R & R SPECIALTIES OF WISCONSIN INC									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
0076158-IN CHECK DATE: 08/02/2022		07/22/2022	080222	343370	24.15	08/22/2022	INV	PD	Zamboni Hot Water Fill Ho
101616 RDO EQUIPMENT COMPANY									
P9068370 CHECK DATE: 08/02/2022		07/14/2022	080222	343371	285.95	08/14/2022	INV	PD	SAW BLADE, PROT COVER & F
101620 RECREATION SUPPLY CO INC									
472182 CHECK DATE: 08/02/2022		07/13/2022	080222	343372	393.00	08/13/2022	INV	PD	Pump motor Fireman's Spla
101631 REINDERS INC									
3176096-01 CHECK DATE: 08/02/2022		12/07/2021	080222	343373	758.81	08/26/2022	INV	PD	FUNGICIDE-TC
3180326-00 CHECK DATE: 08/02/2022		07/14/2022	080222	343373	176.66	08/14/2022	INV	PD	TRACKER
					935.47				
102948 ROAD MACHINERY & SUPPLIES CO									
S7245002 CHECK DATE: 08/02/2022		07/22/2022	080222	343374	362.16	08/22/2022	INV	PD	#179 HYDRAULIC SEAL KITS
101669 ROBERT HALF TECHNOLOGY									
60347142 CHECK DATE: 08/02/2022		07/14/2022	080222	343375	2,636.25	08/14/2022	INV	PD	PR TEMP-RADDATZ W/E 7/8/2
60368443 CHECK DATE: 08/02/2022		07/16/2022	080222	343375	1,609.88	08/16/2022	INV	PD	BLDG INSP TEMP-KLEHR W/E
60368960 CHECK DATE: 08/02/2022		07/16/2022	080222	343375	1,111.04	08/16/2022	INV	PD	UB TEMP-WALKER W/E 7/15/2
60379958 CHECK DATE: 08/02/2022		07/19/2022	080222	343375	3,610.00	08/19/2022	INV	PD	PR TEMP-RADDATZ W/E 7/15/
60409306 CHECK DATE: 08/02/2022		07/25/2022	080222	343375	1,111.04	08/25/2022	INV	PD	UB TEMP-WALKER W/E 7/22/2
					10,078.21				
110706 RUDQUIST, SEAN									
35382		07/18/2022	080222	343376	5.06	08/18/2022	INV	PD	CREDIT BALANCE REFUND-263

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CHECK DATE: 08/02/2022									
110688	SANCHEZ MARTINEZ, JAIME								
35046		07/18/2022	080222	343377	25.81	08/18/2022	INV	PD	METER DEPOSIT REFUND-2741
CHECK DATE: 08/02/2022									
101716	SB CHASKA PARTNERS LLC								
35		07/01/2022	080222	343378	101,743.77	08/22/2022	INV	PD	PAYGO NOTE PMT-CHASKA PL
CHECK DATE: 08/02/2022									
101744	SCOTT COUNTY TREASURER								
IN28417		06/14/2022	080222	343379	900.00	07/27/2022	INV	PD	Dept Range Qualification
CHECK DATE: 08/02/2022									
110161	SECURITY SPECIALISTS INCORPORATED								
3381		07/20/2022	080222	343380	660.00	07/29/2022	INV	PD	F&I Band Security
CHECK DATE: 08/02/2022									
101760	SENTRY SYSTEMS INC								
778051		08/01/2022	080222	343381	219.30	08/11/2022	INV	PD	QTRLY CLUBHOUSE MONITORIN
CHECK DATE: 08/02/2022									
102703	SERVICE LIGHTING & ELECTRICAL SUPPLIES INC								
W03246587	220113	07/08/2022	080222	343382	129.57	08/08/2022	INV	PD	LAMP INCANDESCENT 150W/116
CHECK DATE: 08/02/2022									
104416	KELBRO COMPANY								
2778061		06/23/2022	080222	343383	70.00	08/22/2022	INV	PD	ICE DELIVERY-TC
CHECK DATE: 08/02/2022									
2786298		07/15/2022	080222	343383	260.35	08/15/2022	INV	PD	OAK 19 ICE MACHINE LEASE
CHECK DATE: 08/02/2022									
2792732		07/22/2022	080222	343383	312.60	08/21/2022	INV	PD	OAK 19 ICE DELIVERY
CHECK DATE: 08/02/2022									
2792736		07/23/2022	080222	343383	114.60	08/22/2022	INV	PD	OAK 19 ICE DELIVERY
CHECK DATE: 08/02/2022									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
107488 SIMMONS, KJERSTEN					757.55				
103205		05/28/2022	080222	343384	179.95	08/22/2022	INV	PD	DUTY BOOTS-SIMMONS
CHECK DATE: 08/02/2022									
104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC									
121366006-001		07/13/2022	080222	343385	565.26	08/13/2022	INV	PD	HERBICIDE/IRRIGATION SUPP
CHECK DATE: 08/02/2022									
121732024-001		07/25/2022	080222	343385	12.17	08/25/2022	INV	PD	IRRIGATION PARTS
CHECK DATE: 08/02/2022									
101803 SM HENTGES & SONS INC					577.43				
SP1017-108-19		07/18/2022	080222	343386	140,730.53	08/18/2022	INV	PD	TH 212 INTERCHANGE & CSAH
CHECK DATE: 08/02/2022									
110697 SNYDER, JOSEPH									
37102		07/18/2022	080222	343387	86.64	08/18/2022	INV	PD	METER DEPOSIT REFUND-800
CHECK DATE: 08/02/2022									
107195 SOCIAL INDOOR LLC									
5552		07/19/2022	080222	343388	1,000.00	08/18/2022	INV	PD	JUL TC ADVERTISING
CHECK DATE: 08/02/2022									
110694 SOLIAI, ABEL									
36505		07/18/2022	080222	343389	71.71	08/18/2022	INV	PD	METER DEPOSIT REFUND-119
CHECK DATE: 08/02/2022									
101828 SOUTHWEST NEWS MEDIA									
128233-JUN22		06/30/2022	072822	343273	1,485.80	07/25/2022	INV	PD	Marketing summer events
CHECK DATE: 07/28/2022									
2162278		06/04/2022	072122	343260	103.00	07/25/2022	INV	PD	PAID ON CALL FF JOB POSTI
CHECK DATE: 07/21/2022									
2162323		06/09/2022	072122	343259	485.10	07/25/2022	INV	PD	WARD BOUNDARIES-AMEND ORD
CHECK DATE: 07/21/2022									
2163060		06/23/2022	072122	343259	235.20	07/25/2022	INV	PD	CREEK RD UTILITY & ST IMP
CHECK DATE: 07/21/2022									

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2163408 CHECK DATE: 07/21/2022		06/30/2022	072122	343259	139.66	07/25/2022	INV	PD	CREEK RD TRUNK SEWER EXT
2163409 CHECK DATE: 07/28/2022		06/30/2022	072822	343272	58.80	07/25/2022	INV	PD	TRADITIONS DEV PRELIM PLA
2163410 CHECK DATE: 07/28/2022		06/30/2022	072822	343272	66.15	07/25/2022	INV	PD	175 APT BLDG VARIANCE, FI
2163411 CHECK DATE: 07/28/2022		06/30/2022	072822	343272	62.48	07/25/2022	INV	PD	119 APT BLDG VARIANCE
2163412 CHECK DATE: 07/28/2022		06/30/2022	072822	343272	58.80	07/25/2022	INV	PD	LANDMARK HOMES PRELIM PLA
					2,694.99				
110696 STAMPER, SKYLER									
36779 CHECK DATE: 08/02/2022		07/18/2022	080222	343390	26.09	08/18/2022	INV	PD	METER DEPOSIT REFUND-1596
101850 STANTEC CONSULTING SERVICES INC									
1940997 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	2,282.55	08/01/2022	INV	PD	APR-MCKNIGHT WETLAND BANK
1940998 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	1,510.50	08/01/2022	INV	PD	APR-RECORD PLAN/BASE MAP
1940999 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	190.00	08/01/2022	INV	PD	APR-SW COMMUNITY PARK
1941000 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	75,873.44	08/01/2022	INV	PD	APR-CREEK RD TRUNK SEWER
1941004 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	2,992.00	08/01/2022	INV	PD	APR-NE COLLECTOR IN SW AR
1941005 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	1,102.51	08/01/2022	INV	PD	APR-CREEK RD L2723 REPLAC
1941006 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	151.00	08/01/2022	INV	PD	APR-E 6TH ST L4965 REPLAC
1941007 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	22,004.41	08/01/2022	INV	PD	APR-PAR 30 GOLF COURSE
1941008 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	1,227.00	08/01/2022	INV	PD	APR-DRAINAGE IMPROVEMENTS
1941010 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	9,840.66	08/01/2022	INV	PD	APR-2021 DT STREET RECONS

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1941011 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	688.00	08/01/2022	INV	PD	APR-WELL NOS 4 ,6, 8 REHA
1941012 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	29,333.50	08/01/2022	INV	PD	APR-CREEK RD IND ST & TUR
1941014 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	21,778.78	08/01/2022	INV	PD	APR-CLOVER RIDGE DR/FREY
1941026 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	678.75	08/01/2022	INV	PD	APR-SEMINARY FEN C2 RAVIN
1941028 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	2,912.00	08/01/2022	INV	PD	APR-WELL 7 WTP
1941033 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	16,431.20	08/01/2022	INV	PD	APR-2022 DT RECONSTRUCTIO
1941037 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	4,779.25	08/01/2022	INV	PD	APR-2ND & PINE PKG LOT RE
1941040 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	13,989.98	08/01/2022	INV	PD	APR-HUNDERTMARK ELEVATED
1941041 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	1,254.00	08/01/2022	INV	PD	APR-BUTTERNUT LN IMPROVEM
1941042 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	17,631.00	08/01/2022	INV	PD	APR-GENERAL ENGINEERING
1941044 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	5,546.25	08/01/2022	INV	PD	APR-STORMWATER REVIEW-CHA
1941051 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	1,087.50	08/01/2022	INV	PD	APR-STORMWATER REVIEW-OAK
1941053 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	3,648.00	08/01/2022	INV	PD	APR-STORMWATER REVIEW-WES
1941055 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	2,112.00	08/01/2022	INV	PD	APR-STORMWATER REVIEW-CAN
1941056 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	1,008.00	08/01/2022	INV	PD	APR-STORMWATER REVIEW-RES
1941061 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	192.00	08/01/2022	INV	PD	APR-STORMWATER REVIEW-RIV
1941064 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	6,584.75	08/01/2022	INV	PD	APR-STORMWATER REVIEW-OAK
1941074 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	2,583.75	08/01/2022	INV	PD	APR-STORMWATER REVIEW-CLO

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1941080 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	3,792.00	08/01/2022	INV	PD	APR-STORMWATER REVIEW-SW
1941093 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	816.00	08/01/2022	INV	PD	APR-STORMWATER REVIEW-GAL
1941095 CHECK DATE: 08/02/2022		07/01/2022	080222	343391	1,056.00	08/01/2022	INV	PD	APR-SOTRMWATER REVIEW-CHA
					255,076.78				
101861 STATE SUPPLY COMPANY									
615713 CHECK DATE: 08/02/2022		01/11/2022	080222	343392	467.64	08/13/2022	INV	PD	Bearings for a boiler wat
110200 STERICYCLE INC									
8001966341 CHECK DATE: 08/02/2022		07/18/2022	080222	343393	127.28	08/17/2022	INV	PD	Shredding-PD
101888 STREICHERS									
I1575137 CHECK DATE: 07/21/2022		06/21/2022	072122	343261	116.99	07/24/2022	INV	PD	Zachman-Initial Issue-pan
I1575313 CHECK DATE: 07/21/2022		06/22/2022	072122	343261	11.98	07/24/2022	INV	PD	Duzan-Embroidery
I1578550 CHECK DATE: 08/02/2022		07/12/2022	080222	343394	5,980.00	08/13/2022	INV	PD	Dept shoulder patches-Gol
I1578845 CHECK DATE: 08/02/2022		07/13/2022	080222	343394	33.99	08/13/2022	INV	PD	Seibert-belt-Golf Experie
I1579476 CHECK DATE: 08/02/2022		07/18/2022	080222	343394	602.47	08/18/2022	INV	PD	Dept Uniforms-Golf Experi
I1579861 CHECK DATE: 08/02/2022		07/19/2022	080222	343394	1,396.00	08/19/2022	INV	PD	Cso/Sergeant Patches-Golf
I1579902 CHECK DATE: 08/02/2022		07/19/2022	080222	343394	614.95	08/19/2022	INV	PD	Zachman-Initial Issue-Clo
					8,756.38				
103677 SUN LIFE ASSURANCE COMPANY OF CANADA									
237741/AUG22 CHECK DATE: 08/02/2022		08/01/2022	080222	343395	4,826.70	08/31/2022	INV	PD	AUG EMP LIFE INS PREM
101821 SW CORRIDOR TRANSPORTATION COALITION									

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103154		07/20/2022	080222	343396	7,000.00	08/20/2022	INV	PD	2022 Dues
CHECK DATE: 08/02/2022									
106847 SWANNIES GOLF APPAREL CO									
18584		07/11/2022	080222	343397	1,160.22	08/10/2022	INV	PD	RESALE
CHECK DATE: 08/02/2022									
110698 THAYER, MARISSA									
37353		07/18/2022	080222	343398	106.66	08/18/2022	INV	PD	METER DEPOSIT REFUND-409
CHECK DATE: 08/02/2022									
106001 THE BOELTER COMPANIES INC									
97937618		07/20/2022	080222	343399	1,591.30	08/19/2022	INV	PD	OAK 19 TABLE & 4 CHAIRS
CHECK DATE: 08/02/2022									
109940 THE HUNTINGTON NATIONAL BANK									
7808129		07/12/2022	072122	343262	313.42	08/03/2022	INV	PD	FD EQUIP LEASE PMT 38, LA
CHECK DATE: 07/21/2022									
110691 THOMPSON, NATALIE									
36211		07/18/2022	080222	343400	119.23	08/18/2022	INV	PD	METER DEPOSIT REFUND-305
CHECK DATE: 08/02/2022									
104908 TIMESAVER OFF SITE SECRETARIAL INC									
M27454		07/14/2022	080222	343401	373.00	08/14/2022	INV	PD	6/20 City Council Minutes
CHECK DATE: 08/02/2022									
102008 TRI-CITY/WILLIAM LLOYD ANALYTICAL LAB									
2200144		07/11/2022	080222	343402	52.00	08/11/2022	INV	PD	Clayhole Water Testing
CHECK DATE: 08/02/2022									
102028 TWIN CITY WATER CLINIC INC									
17725		07/07/2022	080222	343403	510.00	08/07/2022	INV	PD	JUNE WATER SAMPLES
CHECK DATE: 08/02/2022									
110053 TX CHILD SUPPORT SDU									

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PR0715220012725283		07/15/2022	071922	343257	147.69	07/15/2022	INV	PD	071522 Payroll - child su
CHECK DATE: 07/19/2022									
104522 US FOODS INC									
5484590		07/12/2022	080222	343404	244.10	08/11/2022	INV	PD	TP & TOWELS
CHECK DATE: 08/02/2022									
5639760		07/19/2022	080222	343404	196.90	08/18/2022	INV	PD	TOWELS & SOAP
CHECK DATE: 08/02/2022									
					441.00				
107687 UNIVERSAL PROTECTION SERVICE LP									
12915167		06/30/2022	080222	343405	267.44	07/30/2022	INV	PD	Event Ctr Security 6/24-6
CHECK DATE: 08/02/2022									
110690 WADE, VANESSA									
35967		07/18/2022	080222	343406	38.30	08/18/2022	INV	PD	METER DEPOSIT REFUND-202
CHECK DATE: 08/02/2022									
110704 WARNER, JOEL									
10003190		07/18/2022	080222	343407	43.54	08/18/2022	INV	PD	CREDIT BALANCE REFUND-288
CHECK DATE: 08/02/2022									
102143 WATER CONSERVATION SERVICES INC									
12430		07/12/2022	080222	343408	334.38	08/12/2022	INV	PD	LEAK LOCATE 1459 E LAKE D
CHECK DATE: 08/02/2022									
102146 WATER SPECIALTY OF MINNESOTA INC									
12727		07/13/2022	080222	343409	422.50	08/13/2022	INV	PD	Pool Chemicals for Firema
CHECK DATE: 08/02/2022									
12729		07/18/2022	080222	343409	2,206.76	08/18/2022	INV	PD	pool chemicals
CHECK DATE: 08/02/2022									
					2,629.26				
102166 WESCO DISTRIBUTION INC									
073876		07/14/2022	080222	343410	643.98	08/14/2022	INV	PD	CABLE GRIPS
CHECK DATE: 08/02/2022									
074774		07/15/2022	080222	343410	966.03	08/15/2022	INV	PD	SWIVEL PULLING EYE
CHECK DATE: 08/02/2022									

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
075469	220114	07/18/2022	080222	343410	1,180.00	08/18/2022	INV	PD	200-SPLIT BOLT ALL PURPOS
CHECK DATE: 08/02/2022									
					2,790.01				
110686 WICKENHAUSER, DANIELLE									
33216		07/18/2022	080222	343411	54.48	08/18/2022	INV	PD	METER DEPOSIT REFUND-133
CHECK DATE: 08/02/2022									
102204 P AND W GOLF SUPPLY LLC									
INV97950		07/20/2022	080222	343412	282.58	08/19/2022	INV	PD	KIRBY MARKER PARTS
CHECK DATE: 08/02/2022									
102189 WM MUELLER & SONS									
277888-BALANCE		07/08/2022	080222	343413	100.00	08/25/2022	INV	PD	DUE-OVERLAY PREP FAIRWAY
CHECK DATE: 08/02/2022									
278160		07/14/2022	080222	343413	683.55	08/25/2022	INV	PD	PATCHES FOR CURB REPAIRS
CHECK DATE: 08/02/2022									
278234		07/16/2022	080222	343413	969.67	08/25/2022	INV	PD	VALVE DIG ROYAL OAK AND E
CHECK DATE: 08/02/2022									
278434		07/20/2022	080222	343413	189.72	08/25/2022	INV	PD	POTHOLE PATCHING
CHECK DATE: 08/02/2022									
278502		07/21/2022	080222	343413	183.21	08/25/2022	INV	PD	POTHOLE PATCHING
CHECK DATE: 08/02/2022									
					2,126.15				
102220 XIGENT SOLUTIONS LLC									
83880		07/06/2022	080222	343414	5,284.00	08/10/2022	INV	PD	TREND MICRO ANTI VIRUS RE
CHECK DATE: 08/02/2022									
102231 ZIEGLER INC									
IN000607051		07/09/2022	080222	343415	69.44	08/09/2022	INV	PD	#141 RELAYS FOR A/C CONTR
CHECK DATE: 08/02/2022									
IN000621191		07/21/2022	080222	343415	204.29	08/21/2022	INV	PD	#141 AC PRESSURE SWITCH
CHECK DATE: 08/02/2022									
322 INVOICES					804,264.08				

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
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** END OF REPORT - Generated by Michelle Robbin **

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Electronic Payments

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
105243 ALERUS FINANCIAL									
C126663		07/05/2022	072022	3337	109.20	07/20/2022	DIR	PD	JUN PARTICIPANT FEES
CHECK DATE: 07/20/2022									
100385 CHASKA FIRE DEPT RELIEF ASSN									
2022/6-CFDRA		07/15/2022	071522	3322	13,237.45	07/15/2022	DIR	PD	JUN-22 FIRE RELIEF ASSOC-
CHECK DATE: 07/15/2022									
100522 DEPOSITORY TRUST COMPANY									
2022/08/01 DS-2		07/28/2022	WIRE_001	3347	128,176.88	07/28/2022	DIR	PD	DTC DS PMT DUE 8/1/22-INT
CHECK DATE: 07/28/2022									
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY									
102974		07/15/2022	WIRE_001	3332	3,457.63	07/19/2022	DIR	PD	071522 Payroll - HCSP Con
CHECK DATE: 07/19/2022									
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY									
102975		07/15/2022	071822	3328	450.00	07/18/2022	DIR	PD	071522 Payroll - MNDP Co
CHECK DATE: 07/18/2022									
110382 ENTERPRISE FM TRUST									
FBN4510548		07/06/2022	072022	3338	6,563.06	07/20/2022	DIR	PD	JUL FLEET LEASES
CHECK DATE: 07/20/2022									
101756 MII LIFE INCORPORATED									
16155353		07/08/2022	072222	3345	292.50	07/22/2022	DIR	PD	JUL PARTICIPANT FEES-FSA
CHECK DATE: 07/22/2022									
40298719		07/12/2022	071422	3320	446.03	07/14/2022	DIR	PD	7/14/22 FSA REIMB-HEALTHC
CHECK DATE: 07/14/2022									
40303538		07/19/2022	WIRE_001	3339	5,268.88	07/21/2022	DIR	PD	7/21/22 FSA REIMB-HEALTHC
CHECK DATE: 07/21/2022									
40314596		07/26/2022	WIRE_001	3348	220.35	07/28/2022	DIR	PD	7/28/22 FSA REIMB-HEALTHC
CHECK DATE: 07/28/2022									
100927 INTERNAL REVENUE SERVICE					6,227.76				

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102968		07/15/2022	071522	3324	158,354.61	07/15/2022	DIR	PD	071522 Payroll - SS, Medi
CHECK DATE: 07/15/2022									
101346 MINNESOTA COMMISSIONER OF REVENUE									
2022/0630-CC		06/30/2022	WIRE_001	3335	13,312.60	07/19/2022	DIR	PD	JUN-22 CARVER CTY TRANSIT
CHECK DATE: 07/19/2022									
2022/0630-SLS/UB		06/30/2022	WIRE_001	3333	181,432.06	07/19/2022	DIR	PD	JUN-22 GEN/UB SALES TAX
CHECK DATE: 07/19/2022									
2022/0630-USE		06/30/2022	WIRE_001	3334	3,089.76	07/19/2022	DIR	PD	JUN-22 USE TAX
CHECK DATE: 07/19/2022									
					197,834.42				
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES									
102969		07/15/2022	071822	3327	31,077.53	07/18/2022	DIR	PD	071522 Payroll - MN State
CHECK DATE: 07/18/2022									
101249 MINNESOTA MUNICIPAL POWER AGENCY									
3694		07/06/2022	072022	3336	4,162,659.52	07/20/2022	DIR	PD	JUN 2022 ELECTRIC SERVICE
CHECK DATE: 07/20/2022									
101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM)									
102970		07/15/2022	071522	3325	15,347.43	07/15/2022	DIR	PD	071522 Payroll - 457 Cont
CHECK DATE: 07/15/2022									
106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM)									
102973		07/15/2022	071522	3326	5,782.58	07/15/2022	DIR	PD	071522 Payroll - Roth Con
CHECK DATE: 07/15/2022									
104668 OPTUM BANK INC									
102972		07/15/2022	071422	3321	17,190.53	07/15/2022	DIR	PD	071522 Payroll - HSA Cont
CHECK DATE: 07/14/2022									
101498 PCARD									
2022/0712-PC		07/12/2022	WIRE_002	3344	81,291.77	07/19/2022	DIR	PD	JUL 2022 PCARD PURCHASES
CHECK DATE: 07/19/2022									
101525 PITNEY BOWES POSTAGE									

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2022/0715-PB CHECK DATE: 07/18/2022		07/15/2022	071822	3329	1,200.00	07/18/2022	DIR	PD	7/15/22 REPLENISH POSTAGE
109689 PLANSOURCE BENEFITS ADMINISTRATION INC									
JUL2022 CHECK DATE: 07/15/2022		07/01/2022	071522	3323	4,482.88	07/15/2022	DIR	PD	JUL INS PREM-LTD/CI/ACC
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION									
102971 CHECK DATE: 07/18/2022		07/15/2022	071822	3331	108,910.04	07/18/2022	DIR	PD	071522 Payroll - PERA Con
101973 CARVER COUNTY TITLE MANAGEMENT INC									
4075 CREEK RD CHECK DATE: 07/13/2022		07/01/2022	WIRE_001	3319	2,700.00	07/13/2022	DIR	PD	WATTERUD TEMP EASEMENT
PARCEL 2 HWY 41 CHECK DATE: 07/13/2022		06/30/2022	WIRE_001	3318	9,680.25	07/13/2022	DIR	PD	RIVER GABLES TEMP EASEMEN
PARCEL 27 HWY 41 CHECK DATE: 07/21/2022		07/15/2022	WIRE_001	3340	55,960.50	07/21/2022	DIR	PD	CHASKA GROWTH HOLDINGS-EA
PARCEL 4 HWY 41 CHECK DATE: 07/18/2022		07/11/2022	071822	3330	1,105.25	07/18/2022	DIR	PD	HONAZY TEMP EASEMENT
					69,446.00				
102066 US BANK									
2022/08/01 DS-2-1620 CHECK DATE: 07/25/2022		07/25/2022	072522	3342	262,476.01	07/25/2022	DIR	PD	US B-DS PMT DUE 8/1/22-IN
2022/08/01 DS-2-5979 CHECK DATE: 07/25/2022		07/25/2022	072522	3343	275,577.52	07/25/2022	DIR	PD	US B-DS PMT DUE 8/1/22-IN
2022/08/01DS 1620-11 CHECK DATE: 07/25/2022		07/25/2022	072522	3341	366,638.92	07/25/2022	DIR	PD	US B-DS PMT DUE 8/1/22-IN
					904,692.45				
102159 WELLS FARGO CORPORATE TRUST									
2022/08/01 DS CHECK DATE: 07/28/2022		07/28/2022	WIRE_001	3346	11,065.00	07/28/2022	DIR	PD	WF DS PMT DUE 8/1/22-INTE
					11,065.00				

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
31 INVOICES					5,927,556.74				

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Biweekly Report
August 1, 2022
By
Elise Durbin

SUMMER COUNCIL MEETING/WORK SESSION SCHEDULE

Just as a reminder, below is the council meeting schedule through Labor Day:

August 1st: There will be a Work Session from 5:30-7 to do Matt's Annual Performance Review. As this is a performance review, this session will be closed to the public, with a summary of the performance review anticipated to come back to the Council on August 15. Following the performance review there will be a normal Council meeting.

August 15th: On the 15th there is a Work Session scheduled from 5:30-7 to go over the General Fund Budget for 2023. This session will discuss the proposed 2023 budget and tax levy, discuss how the continued implementation of the Staffing plan and how the Building Plan will impact the upcoming levy. This will all be in preparation for establishing the preliminary tax levy at the second meeting in September. A normal Council meeting will follow.

August 29th: This evening will have a Work Session from 5:45-7 to continue budget discussions. Because this is the 5th Monday of the month, staff will determine the need for a Council meeting to follow based on whether there are agenda items that need to move forward that night.

September 5th: This is Labor Day, so there will not be a meeting on this night. The meetings in September will be on September 12th and 19th, with the meeting on the 19th being the one that establishing the Preliminary Tax Levy.

If you have any questions about this schedule, or know you are not able to attend a specific meeting, just let Matt or myself know.

BUILDING PROGRAM SUMMER EVENTS

There continues to be a lot of engagement opportunities for residents about the building program.

To date there has been engagement in May at two open houses, a booth at Fire and Ice, and a booth at River City Days. Additionally, the page is up on the [city's website](#) explaining more about the program, as well as links to videos about each of the facilities.

August will continue to see a lot of opportunities for engagement as well, with the following opportunities planned:

Active Older Adults Picnic—Thursday, August 4 at City Square Park from 5:30-7:00 p.m.

Facility Park Parties

Ward 2: Wednesday, August 10 at Community Park from 5:30-7:30 p.m.

Ward 1: Thursday, August 11 at Veterans Park from 5:30-7:30 p.m.

Ward 3: Tuesday, August 16 at Lions Park from 5:30-7:30 p.m.

Ward 4: Wednesday, August 17 at McKnight Park from 6:30-8:00 p.m.

Touch a Truck—Thursday, August 18 at CCC from 5:00-6:30 p.m.

Mailings for the Facility Park Parties should be hitting mailboxes soon. Every household was mailed one of these postcards inviting them to the event. Extra postcards will be brought to the council meeting for council members so that they can be handed out when meeting with residents.

One note on events—please let us know if you plan to attend the AOA picnic, Touch-a-Truck, or a Facility Park Party besides your own so that we can properly notice if needed.

With the Budgeting process starting for the 2023 Budget year, we will also be focusing a lot more on the implementation of this program and the impacts it would have on taxpayers in the community. This information will not only be shared through our normal internal processes but will also be information that is included on the Truth in Taxation statements that will be sent out in late November should Council decide to move forward with including the first phase of implementation in the preliminary tax levy that is established in September.

If you have any questions on this, please feel free to contact Matt.

NIGHT TO UNITE

Just a reminder that Night to Unite is Tuesday, August 2.