

WORK SESSION
5:30 - 7:00 PM
BUDGET DISCUSSION



AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, August 29, 2022
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
6. Approve Previous Meeting Minutes
7. Consent Items
 - 7.A. Adopt Resolution 2022- 107 Amending the 2022 Downtown Street and Utility Reconstruction Project Assessment Roll
 - 7.B. Adopt Resolution 2022-108 approving a Lot Split of a City Parcel, Consent to Joint Representation to a Quiet Title Action, and Execution of Purchase and Exchange Agreement for West Creek Apartments
 - 7.C. Property Easement Agreement Acceptance for the Creek Road Trunk Sewer Extension Street and Utility Improvements
 - 7.D. Rivertown Heights Notice of Decision
 - 7.E. Establish a Public Hearing to Consider Approval of the Proposed 2023 Operating Plan and Budget and Imposition of Service Charges for the Chaska Downtown Special Services District
 - 7.F. Adopt Resolution 2022-109 Relating to Financing of Certain Proposed Projects; and, Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code

- 7.G. Approve Renewal of Alphabet Junction's Lease
- 8. Action Items
 - 8.A. Adopt Resolution 2022-110 Authorizing Issuance, Awarding Sale, Prescribing The Form And Details And Providing For The Payment of \$25,300,000 General Obligation Temporary State Aid Street Bonds, Series 2022A.
- 9. Bills
 - 9.A. Accounts Payable Claims Roster 8/29/2022
- 10. Other Business
 - 10.A. City Administrator's Report
 - 10.A.i. Biweekly 8/29/2022
 - 10.B. 2nd-Qtr 2022 Investment Report dated August 29th,2022
- 11. Adjourn

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
08/29/2022**

Subject: Amending the Assessment Roll for the 2022 Downtown Street and Utility Reconstruction Project

Prepared By: Matt Clark, City Engineer

On April 18, 2022, the Council approved Resolution 2022-49 adopting the Special Assessment Roll for the 2022 Downtown Street and Utility Reconstruction Project.

The 2022 Downtown Street and Utility Reconstruction Project Assessment Roll originally called for Parcel 30.0500831 (402 6th St E) to be assessed a base assessment amount of \$15,000 which is the equivalent to two (2) residential assessments based on the size of the parcel. The resident has since worked with Planning and Engineering for construction plans on that parcel that would result in it not being subdivided. As a result, the assessment against PID 30.0500831 (402 6th St E) needs to be amended and reduced to a base assessment amount of \$7,500 for one residential assessment charge.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2022-107 Adopting the Amended 2022 Downtown Street and Utility Reconstruction Project Assessment Roll.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE August 29, 2022 **RESOLUTION NO.** 2022-107

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

**A RESOLUTION AMENDING THE ASSESSMENT ROLL FOR
THE 2022 STREET AND UTILITY RECONSTRUCTION PROJECT**

WHEREAS, the City Council, on April 18, 2022, adopted Resolution No. 2022-49 adopting the assessment roll for the 2022 Street and Utility Reconstruction Project.

WHEREAS, the original assessment roll called for parcel 30.0500831 (402 6th St E) to be assessed for two (2) residential assessments based off the size of the lot. Proposed housing construction plans show that this parcel will not be split into two (2) lots in the future resulting in the need to amend the assessment roll.

WHEREAS, the base assessment against PID 30.0500831 (402 6th St E) will be reduced from \$15,000 to \$7,500. Displayed in Exhibit A is the original assessment roll as adopted on April 18, 2022. Exhibit B shows the amended assessment roll.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the amended assessment roll for the 2022 Street and Utility Reconstruction Project.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 29th day of August 2022.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

EXHIBIT A

2022 Downtown Street/Utility Reconstruction Project

SA Code: 302301
Description: Street/Utility Reconstruction Project
First Yr Payable: 2023
Term: 15 Years
Interest: 5.50%
Extra Days: 257
SA Admin Fee: 1.5% Special Assessment Administrative Fee has been added to each
Payment Calc: Equal Payments, Interest Decreasing as Principal Increases, Extra Days Interest Added to 1st Year

PID	OWNER	PROP ADD	Total Assessment
30.0500040	ANGELICA VITA SAVCHUK	411 6TH ST E	12,688.00
30.0500670	STEVEN S & ANA L LINK	308 6TH ST E	7,613.00
30.0500680	JASON E HUFNAGLE	306 6TH ST E	7,613.00
30.0500690	RAFAEL SANCHEZ SANDOVAL	510 OAK ST N	7,613.00
30.0500780	DAEERE W BALMACEDA	523 MAPLE ST N	7,613.00
30.0500790	MARTIN N & LETICIA DOUGLAS	519 MAPLE ST N	7,613.00
30.0500800	SYLVIA E MATSON	513 MAPLE ST N	7,613.00
30.0500810	WADE A & BARBARA J MORAN	507 MAPLE ST N	7,613.00
30.0500831	CATHERINE V K TARBELL	402 6TH ST E	15,225.00
30.0500850	BENJAMIN A POMROY	523 BEECH ST	7,613.00
30.0500860	JORDAN R GUNHUS	519 BEECH ST	7,613.00
30.0500870	CARL S & LAURA K STEVENS	515 BEECH ST	7,613.00
30.0500950	LANDMARK BUILDERS INC	N/A	38,063.00
30.0520010	AUBURN MANOR	500 WALNUT ST N	64,707.00
30.2760010	STARK LIVING TRUST	525 6TH ST E	6,090.00
30.2760020	MATTHEW J THOMAS	531 6TH ST E	6,090.00
30.2760030	ALAN J STRATTON	537 6TH ST E	6,090.00
30.2760040	BRADLEY A & LISA M RUPERT	543 6TH ST E	6,090.00
30.2760080	LOIS W FLOOD LIVING TRUST	505 6TH ST E	11,673.00
30.5400010	SOUTHWEST METRO INTERMEDIATE DISTRICT #2	303 6TH ST E	29,943.00
30.5400020	POLAR MINNESOTA LLC	307 6TH ST E	20,047.00
			\$ 292,836.00

EXHIBIT B

2022 Downtown Street/Utility Reconstruction Project

SA Code: 302301
Description: Street/Utility Reconstruction Project
First Yr Payable: 2023
Term: 15 Years
Interest: 5.50%
Extra Days: 257
SA Admin Fee: 1.5% Special Assessment Administrative Fee has been added to each
Payment Calc: Equal Payments, Interest Decreasing as Principal Increases, Extra Days Interest Added to 1st Year

PID	OWNER	PROP ADD	Total Assessment
30.0500040	ANGELICA VITA SAVCHUK	411 6TH ST E	12,688.00
30.0500670	STEVEN S & ANA L LINK	308 6TH ST E	7,613.00
30.0500680	JASON E HUFNAGLE	306 6TH ST E	7,613.00
30.0500690	RAFAEL SANCHEZ SANDOVAL	510 OAK ST N	7,613.00
30.0500780	DAEERE W BALMACEDA	523 MAPLE ST N	7,613.00
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30.2760030	ALAN J STRATTON	537 6TH ST E	6,090.00
30.2760040	BRADLEY A & LISA M RUPERT	543 6TH ST E	6,090.00
30.2760080	LOIS W FLOOD LIVING TRUST	505 6TH ST E	11,673.00
30.5400010	SOUTHWEST METRO INTERMEDIATE DISTRICT #2	303 6TH ST E	29,943.00
30.5400020	POLAR MINNESOTA LLC	307 6TH ST E	20,047.00
			\$ 285,224.00

REQUEST FOR ACTION CHASKA CITY COUNCIL 08/29/2022

**Subject: Adopt Resolution 2022-108 approving a Lot Split of a City Parcel,
Consent to Joint Representation to a Quiet Title Action, and
Execution of Purchase and Exchange Agreement for West Creek
Apartments**

Prepared By: Nate Kabat

BACKGROUND

On May 16, 2022 the City approved the Final Site & Building Plan Final Plat, and sale of excess City land for the West Creek Apartments. In order to complete the transactions necessary to execute the sale of excess property and perfect and file the plat the attached resolution and purchase agreement need to be approved by the City Council. Approval will result in a lot split for the excess property to occur, the deed to be appropriately assigned to the developer and result in the plat being filed in order for the development to proceed to implementation.

CITY COUNCIL ACTION REQUESTED

**Motion to adopt Resolution No. 2022-108 approving a Lot Split of a City Parcel,
Consent to Joint Representation to a Quiet Title Action, and Execution of Purchase
and Exchange Agreement.**

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE _____, 2022 RESOLUTION NO. _____ 2022-

MOTION BY COUNCILMEMBER _____ SECOND BY COUNCILMEMBER _____

Resolution approving a Lot Split of a City Parcel, Consent to Joint Representation to a Quiet Title Action, and Execution of Purchase and Exchange Agreement.

WHEREAS, on May 16, 2022 the City approved a Final Site & Building Plan, Final Plat, and Sale of Excess City Land for the West Creek Apartments project which will serve young adults who are coming from a homeless situation; and

WHEREAS, a Real Estate Purchase and Exchange Agreement (the "Exchange Agreement") has been proposed by which the Developer and the City will exchange parcels of real property in conjunction with the West Creek Apartments project; and

WHEREAS, the City owns real property known as the abandoned Chicago, Chicago, Milwaukee, St. Paul, & Pacific Railroad (the "Railroad Property"), which must be split lengthwise into two parcels to allow for the platting of the HICKORY ADDITION; and

WHEREAS, the eastern one half (1/2) of the Railroad Property, as shown on page 358 of the Council packet dated May 16, 2022, (the "City Parcel") must be conveyed to the Developer and included within the plat for HICKORY ADDITION; and

WHEREAS, the real property to be conveyed by the City is deemed to be excess land and its disposition shall not have any impact on the Comprehensive Plan and therefore does not require consideration by the Planning Commission; and

WHEREAS, Developer has obtained a title insurance commitment that identifies the need to perform a quiet title action to eliminate any title defects that may exist with regard to certain parcels owned by Developer and the City;

WHEREAS, the quiet title action must be completed before any real property is conveyed subject to the terms of the Exchange Agreement; and

WHEREAS, a quiet title action is appropriate to correct the title to real property that will be conveyed pursuant to the Exchange Agreement; and

WHEREAS, Developer has retained Racheal Holland, of the Melchert Hubert Sjodin law firm to represent its interests in the quiet title action; and

WHEREAS, the City and the Developer are in agreement as to the ownership of their respective real estate; and

WHEREAS, the City and Developer's interests are substantially aligned in this matter and it would be most efficient and cost effective for the matter to be prosecuted by a joint representation in the same quiet title action; and

WHEREAS; upon resolution of the quiet title action, the City Parcel will be convey to Developer and Developer will record the plat for the HICKORY ADDITION; and

WHEREAS; after the HICKORY ADDITION plat is recorded, the Developer will convey to the City the Outlot A, which includes the southern portion of the City Parcel and real property previously owned by Developer, but excludes the northern portion of the City Parcel, which will be included as part of Lot 1, Block 1 of HICKORY ADDITION;

WHEREAS, the Developer has received grant funding for the project from both the Metropolitan Council and the City; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Chaska, Minnesota, that the proposed lot split of the City's Railroad Parcel is approved.

BE IT ALSO RESOLVED that the City Parcel is excess land and its disposition does not impact the Comprehensive Plan.

BE IT ALSO RESOLVED that the City approves the Exchange Agreement and the terms therein.

BE IT ALSO RESOLVED that the City approves and consents to a joint representation with Developer with regard to the quiet title action to resolve title issues afflicting the real property in the West Creek Apartment project as noted on Developer's title commitment and the City authorizes Developer to pursue a quiet title action on the City's behalf.

BE IT ALSO RESOLVED that upon resolution of the quiet title action the City approves the conveyance of the City Parcel to Developer.

BE IT ALSO RESOLVED that the City approves the conveyance by Developer of the Outlot A and the quiet title action described herein as adequate consideration for the City Parcel.

BE IT ALSO RESOLVED that upon resolution of the quiet title action and the filing of the HICKORY ADDITION plat that Developer shall convey the proposed OUTLOT A to the City and the City shall accept the same.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this _____ day of _____, 2022.

Mark Windschitl, Mayor

Attest: _____

Denise Beebe, Chaska Clerk

REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT

This Real Estate Purchase and Exchange Agreement (the “**Agreement**”) is dated _____, 2022 (the “**Effective Date**”) and is between the CITY OF CHASKA, a municipal corporation under the laws of Minnesota (the “**City**”) and Hickory Investments LLC, a Minnesota limited liability company (“**Hickory**”). The Effective Date of this Agreement shall be the date on which it is fully executed by both parties to this Agreement. The last party executing this Agreement shall insert the Effective Date above and immediately deliver the executed Agreement to the other party.

RECITALS

A. Hickory intends to develop an apartment building on the site known as 401 Hickory Avenue and Hickory will reconfigure and plat the nearby real estate to achieve the same;

B. The City holds fee title to the real property known as the abandoned Chicago, Milwaukee, St. Paul & Pacific Railroad Company located in the western half of the northeast quarter of section 8, township 115, range 23 in Carver County, Minnesota currently assigned Property Tax Identification Number 30-008-3500 (the “**RR ROW Parcel**”).

C. The RR ROW Parcel will be split lengthwise and the eastern half will be divided into “**City Parcel A**” and “**City Parcel B**” (collectively, the “**City Parcels**”) as depicted on the attached Exhibit A.

D. Hickory holds fee title to the real property located in Carver County, Minnesota, currently assigned Property Tax Identification Number 30-008-1300 (the “**Development Site**”), which currently contains a residence with customary personal property.

E. The eastern portion of the Development Site as depicted on the attached Exhibit B (the “**Hickory Parcel**”) is to be platted as a part of Outlot A on the HICKORY ADDITION plat to be filed in Carver County.

F. For purposes of this Agreement, any reference to “**Parcel**” shall mean the RR ROW Parcel, City Parcel A, City Parcel B, the Hickory Parcel, or Outlot A as the context requires, and any reference to the “**Parcels**” shall mean, collectively, the City Parcels, the Hickory Parcel, and Outlot A.

G. The City Parcels are excess and vacant land, the disposition of which shall have no impact upon the Comprehensive Plan and therefore are not required to be addressed by the Planning Commission prior to their disposition.

H. Upon the filing of the HICKORY ADDITION plat, City Parcel B will become part of Lot 1, Block 1 and City Parcel A, the Hickory Parcel, and additional real property will become “**Outlot A**,” as depicted on the attached Exhibit C, and will be conveyed to the City.

I. The City and Hickory desire to enter into this Agreement for the purpose of exchanging between the parties the ownership of the City Parcels and the Hickory Parcel,

together with additional consideration to be made by Hickory to the City regarding Hickory's ultimate retention of City Parcel B, to allow for the filing of the HICKORY ADDITION plat.

TERMS

For good and valuable consideration including the mutual terms and obligations contained in this Agreement, the sufficiency of which is acknowledged and agreed to by the parties, the City and Hickory agree as follows:

1. EXCHANGE OF PROPERTY AND ADDITIONAL CONSIDERATION

- 1.1 City Parcels.** The City agrees to convey the City Parcels to Hickory and Hickory agrees to accept the City Parcels from the City. Such conveyance shall include all easements and rights benefiting or appurtenant to the City Parcels, including the reconveyance of such rights in the event that they are extinguished by merger during the course of the various conveyances necessary for the HICKORY ADDITION plat and the 401 Hickory Project.
- 1.2 Hickory Parcel and City Parcels.** Hickory agrees to convey Outlot A of the HICKORY ADDITION plat and the City agrees to accept the same from Hickory. Such conveyance shall include all easements and rights benefiting or appurtenant to the Hickory Parcel, the City Parcels, and the additional real property, including the reconveyance of any such rights necessary to support existing infrastructure and uses in the event that they are newly required or extinguished by merger during the course of the various conveyances necessary for the HICKORY ADDITION plat and the 401 Hickory Project as contemplated by this Agreement.
- 1.3 Additional Consideration Payment by Hickory.** In addition to exchanging the Hickory Parcel for the City Parcels, Hickory agrees to clear title to the RR ROW Parcel through a quiet title action as additional consideration for City Parcel B and as required by the title commitment obtained by Hickory. This consideration shall survive the termination of this Agreement and be made as follows:
 - 1.3.1. Quiet Title Action.** Hickory shall commence a quiet title action (the "**Action**") and include the RR ROW Parcel among the lands to be adjudicated.
 - 1.3.2. Title.** Hickory shall deliver to the City, upon resolution of the quiet title action, a court order declaring title in the RR ROW Parcel to be properly held by the City (the "**Title**").
 - 1.3.3. City Consent to Action.** The City consents to the Action and to joint representation with Hickory to allow Hickory to include the RR ROW Parcel and the adjoining land within Property Tax ID 30-008-3500 among the lands to be adjudicated by the Action.
- 1.4 Timing of Exchange.** Subject to and in accordance with the terms and conditions of this Agreement, the parties agree that the exchange described in Section 1.1 above shall occur after the Title described in Section 1.3.2 is delivered to the City

and prior to the recording of the HICKORY ADDITION plat. The parties also agree that the transfers described in Section 1.2 above shall occur after recording of the HICKORY ADDITION plat.

2. **CLOSING AND POSSESSION**

- 2.1 **Closing.** The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall occur within ten (10) business days after the Action concludes (the “**Closing Date**”). The Closing shall take place at the offices of Title Company (defined in Section 4.1) in Waconia, Minnesota, on a date and at a time mutually agreed to by the parties.
- 2.2 **Recording of Documents.** All documents to be recorded as part of this Agreement, including the deeds, plat, and easements, shall be recorded on the same day pursuant to a closing instruction letter drafted by City.
- 2.3 **Possession.** The City agrees to deliver possession of the City Parcels to Hickory on the Closing Date prior to recording the HICKORY ADDITION plat and Hickory agrees to deliver possession of Outlot A on the Closing Date immediately following the recording of the HICKORY ADDITION plat.

3. **CLOSING DOCUMENTS**

- 3.1 **The City’s Closing Documents.** On the Closing Date, the City shall execute and deliver the following to Hickory, (the “**City’s Closing Documents**”):
 - 3.1.1. **Quit Claim Deed.** A quit claim deed or deeds, as may be required, (the “**City Deed**”) conveying the City Parcels to Hickory. The City Deed shall state that there are no wells on the City Parcels.
 - 3.1.2. **The City’s Affidavit.** An Affidavit of the City indicating that, on the Closing Date, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving the City Parcels; that there has been no labor or material furnished to the City Parcels on behalf of the City for which payment has not been made or for which mechanics’ liens could be filed; and that there are no other unrecorded interests in the City Parcels of which the City is aware.
 - 3.1.3. **FIRPTA Affidavit.** A non-foreign person affidavit, properly executed and notarized, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
 - 3.1.4. **Other Documents.** Such other documents as may be reasonable and necessary to complete the Closing and effectively transfer the City Parcels as requested by Hickory or the Title Company.
- 3.2 **Hickory’s Closing Documents.** On the Closing Date, Hickory will execute and deliver the following to the City (“**Hickory’s Closing Documents**”):
 - 3.2.1. **Limited Warranty Deed.** A limited warranty deed (the “**Hickory Deed**”) conveying Outlot A to the City free and clear of all encumbrances, except

Permitted Encumbrances. The Hickory Deed shall state that there are no wells on Outlot A.

- 3.2.2. **Hickory's Affidavit.** An Affidavit of Hickory indicating that, on the Closing Date, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Outlot A; that there has been no labor or material furnished to the Outlot A for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Outot A of which Hickory is aware.
- 3.2.3. **FIRPTA Affidavit.** A non-foreign person affidavit, properly executed and notarized, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- 3.2.4. **Other Documents.** Such other documents as may be reasonable and necessary to complete the Closing and effectively transfer Outlot A as requested by the City or the Title Company.

4. TITLE EXAMINATION

- 4.1 **Title Company.** The parties agree to use Title Mark LLC in Waconia, Minnesota ("**Title Company**") to conduct the Closing.
- 4.2 **Title Evidence.** As quickly as reasonably possible after the effective date of this Agreement, Hickory shall deliver to the City all of the following documents that are in Hickory's possession or control regarding the Parcels: abstract of title, copy of certificate of title (if applicable) and owner's title insurance policy (copy). Each party, at its own selection and cost, shall then obtain any title services determined necessary or desirable by the party or that party's lender, if any, including but not limited to a survey, title search, title examination, abstracting, and title insurance commitment (the "**Title Evidence**"), except that Hickory shall also provide to City the services described in Section 1.3. Each party shall provide to the other party copies of all such documents promptly after they are received by the party.
- 4.3 **Objections. Time to Cure. Termination.** Within twenty (20) days after receiving the last of the Title Evidence for the Parcel it is acquiring an interest in, such party shall make any written objections it may have to the form or contents of the Title Evidence for such Parcel. Any matters not objected to within such twenty (20) day period will be deemed "**Permitted Encumbrances**" for such Parcel. If either party makes any objections, the other party will have the right, but not the obligation, to cure the objections for thirty (30) days after receipt of the objections, during which period the Closing will be postponed as necessary. Notwithstanding the above, no objection shall be made to an item that does not relate to the real property the party is receiving in the land exchange. If any objection is not cured within the applicable thirty (30) day period, the party that raised the uncured objection will have the option to either: i) terminate this Agreement; or ii) waive the uncured objection and proceed to Closing. If the party does not elect option i) within five (5) business days after the end of the thirty (30) day period, the party

will be deemed to have selected option ii). If this Agreement is terminated, both parties shall immediately sign a cancellation of this Agreement confirming its termination.

5. ALLOCATION OF COSTS

- 5.1 **Closing Fees.** The City and Hickory shall each pay one-half of the closing fee or charge imposed by Title Company, which shall be reasonable and customary.
- 5.2 **Deed Tax.** The City shall pay the state deed tax on the deed conveying the City Parcel 1 and City Parcel 2 and Hickory shall pay the deed tax due on the deed conveying Outlot A.
- 5.3 **Recording Costs.** Hickory shall pay the cost of recording the documents.
- 5.4 **Real Estate Taxes and Special Assessments.** Each party shall pay on the respective Parcel it is conveying all general real estate taxes payable in 2022 and prior years, if any. General real estate taxes due in 2022 for each Parcel shall be prorated between the parties as of the Closing Date. Each party shall pay all special assessments pending or levied prior to Closing against its respective Parcel on or before Closing. A party conveying a Parcel shall pay, on or before Closing, all tax penalties payable in the year of Closing and any so-called “green acres” or other deferred real property tax or annexation recovery fees.

6. Representations and Warranties

- 6.1 **City’s Authority.** The City represents and warrants that the City is a Minnesota municipal corporation and that the City Council of the City of Chaska has adopted a resolution authorizing the exchange contemplated by this Agreement. No additional consent of any member, manager, creditor, investor, judicial or administrative body, governmental or quasi-governmental authority or other third party is required for the City to enter into this Agreement and to consummate the transactions contemplated hereby.
- 6.2 **Hickory’s Authority.** Hickory represents and warrants that it is a Minnesota limited liability company in good standing and that Hickory has adopted a resolution authorizing the exchange of contemplated by this Agreement. Hickory further represents that it is the fee owner of the Hickory Parcel, has the authority to convey the same and Outlot A, and the undersigned has the authority to bind Hickory. No additional consent of any member, manager, creditor, investor, judicial or administrative body, governmental or quasi-governmental authority or other third party is required for Hickory to enter into this Agreement and to consummate the transactions contemplated hereby.
- 6.3 **Leases.** The City represents and warrants there are no leases or occupancy rights to the City Parcels. Hickory represents and warrants there are no leases or occupancy rights to the Hickory Parcel or Outlot A.
- 6.4 **No Other Rights.** The City represents and warrants that no one else has a purchase right, an option right or a right of first refusal regarding the City Parcels.

Hickory represents and warrants that no one else has a purchase right, an option right or a right of first refusal regarding the Hickory Parcel or Outlot A.

- 6.5 **Litigation.** The City represents and warrants that, to the best of the City's actual knowledge, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against the City with respect to the City Parcels. Hickory represents and warrants that, to the best of Hickory's actual knowledge, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Hickory with respect to the Hickory Parcel or Outlot A.
- 6.6 **Hazardous Substances.** The City represents and warrants that, to the best of the City's actual knowledge, no hazardous substances or materials are located on or under the City Parcels or have been located on or under the City Parcels. Hickory represents and warrants that, to the best of Hickory's actual knowledge, no hazardous substances or materials are located on or under the Hickory Parcel or Outlot A or have been located on or under the Hickory Parcel or Outlot A.

The representations and warranties of the City and Hickory in this Section 6 shall be true and correct as of the Effective Date and the Closing Date and shall survive the Closing for a period of twelve (12) months from the Closing.

7. DISCLOSURES

- 7.1 **Wells.** The City does not know of any "wells" on the City Parcels within the meaning of Minnesota Statutes Chapter 103I. Hickory does not know of any "wells" on the Hickory Parcel or Outlot A within the meaning of Minnesota Statutes Chapter 103I. These representations are intended to satisfy the requirements of such statute.
- 7.2 **Septic Systems.** The City does not know of any "individual sewage treatment system", within the meaning of Minnesota Statute §115.55, on or serving the City Parcels. Hickory does not know of any "individual sewage treatment system", within the meaning of Minnesota Statute §115.55, on or serving the Hickory Parcel or Outlot A. These representations are intended to satisfy the requirements of such statute.
- 7.3 **Tanks.** To the best of the City's actual knowledge, no aboveground or underground tanks as defined in Minnesota Statute §116.46 are located on or under the City Parcels or have been located on or under the City Parcels. To the best of Hickory's actual knowledge, no aboveground or underground tanks as defined in Minnesota Statute §116.46 are located on or under the Hickory Parcel or Outlot A or have been located on or under the Hickory Parcel or Outlot A.
- 7.4 **Methamphetamine Disclosure.** The City does not know of any methamphetamine production within the meaning of Minnesota Statute §152.0275, subd. 2(m) that has occurred on the City Parcels. Hickory does not know of any methamphetamine production within the meaning of Minnesota

Statute §152.0275, subd. 2(m) that has occurred on the Hickory Parcel or Outlot A.

- 7.5 **Airport Regulations.** If airport zoning regulations affect either the City Parcels or the Hickory Parcel or Outlot A, a copy of those airport zoning regulations, as adopted, can be viewed or obtained at the office of the county recorder where such Parcel is located.

8. INSPECTIONS, EXAMINATIONS, APPROVALS, AND CONDITION OF PARCELS

- 8.1 **“As-Is”.** Subject to its rights to assess, review, inspect, test and investigate pursuant to this Agreement, each party agrees it is accepting its interests in the Parcel it is receiving in the exchange (including specifically, without limitation, the environmental and geological condition of such Parcel) in an “AS-IS” and with “ALL FAULTS” condition. Each party further represents it has had an opportunity to determine that the Parcel it is acquiring an interest in is fit for the intended use of such Parcel.
- 8.2 **Understanding Regarding City Approvals.** Hickory acknowledges that any City approvals Hickory desires are subject to the City’s existing ordinances, procedures, and fees. Nothing herein obligates the City to provide any approval or to waive any fee. Notwithstanding anything herein to the contrary, Hickory shall pay or reimburse the City for staff, engineering, attorney, and other consultant costs as allowed by City ordinance or policy.
- 8.3 **Permits.** Hickory acknowledges that it shall not receive any construction related permits until Hickory’s obligations under this Agreement have been fulfilled.

9. DEFAULT AND REMEDIES

If any party defaults under this Agreement the non-defaulting party may maintain a suit for specific performance of this Agreement, provided such suit is commenced within twelve (12) months of the latter of the Effective Date or of the day when the applicable default first occurred. The parties shall have the remedies available under law and equity. Notwithstanding anything to the contrary contained herein, however, neither party shall be liable to the other for consequential, special, or exemplary damages.

10. MISCELLANEOUS

- 10.1 **Assignment.** No party to this Agreement shall assign this Agreement or its rights hereunder without the express, written consent of the other party. A breach of this provision shall result in liquidated damages of \$5,000.
- 10.2 **Broker’s Commissions.** The City and Hickory represent and warrant to each other that neither party has dealt with any brokers, finders, or the like in connection with this transaction and shall indemnify the other party for any claims related to commissions or fees by any brokers, finder, or the like, in connection with this transaction.

- 10.3 **Notices.** Any notice or other communication in connection with this Agreement shall be in writing and shall be sent by United States Certified Mail, return receipt requested, postage prepaid, by nationally recognized overnight courier guaranteeing next day delivery, by facsimile transmission, by personal delivery, or by email, properly addressed as follows:

City:

City of Chaska
Attn: City Administrator
1 City Hall Plaza
Chaska, MN 55318
Tel. No.: (952) 442-2184
Email: mpodhradsky@chaskamn.gov

with a copy to:

Melchert Hubert Sjodin, PLLP
Attn: Jacob Saufley, Esq.
121 West Main Street, Suite 200
Waconia, MN 55387-1023
Tel. No.: (952) 442-7700
Email: jsaufley@mhslaw.com

Hickory:

Hickory Investments LLC
Attn: Dave Pokorney
Managing Partner
1110 Yellow Brick Road
Chaska, MN 55318
Tel. No.: (612) 703-5709
Email: davepokorney@gmail.com

All notices shall be deemed given two (2) business days following deposit in the United States mail with respect to certified letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery or email transmission (with proof of successful transmission). Attorneys for each party shall be authorized to give and receive notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

- 10.4 **Recitals and Exhibits.** The Recitals set forth at the beginning of this Agreement and the exhibits attached to this Agreement shall be deemed a part of this Agreement as if the terms and provisions of such recitals and exhibits were set forth in full in the body of this Agreement itself.
- 10.5 **Time of Essence.** Time is of the essence to this Agreement.
- 10.6 **Captions.** The section headings and captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

- 10.7 **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Parcels. There are no oral agreements that change this Agreement and no waiver of any of its terms will be effective unless in a written document executed by all parties.
- 10.8 **Binding Effect.** This Agreement binds and benefits the parties and their successors and assigns.
- 10.9 **Controlling Law.** This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
- 10.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract. A fax or a pdf copy of a signature will have the same legal effect as an original signature.

[Signature page to follow]

IN WITNESS WHEREOF, the City and Hickory have each executed this Agreement in their corporate names as of the dates set forth below.

City of Chaska

Date: _____, 2022

By: _____
Mark Windschitl
Its: Mayor

Date: _____, 2022

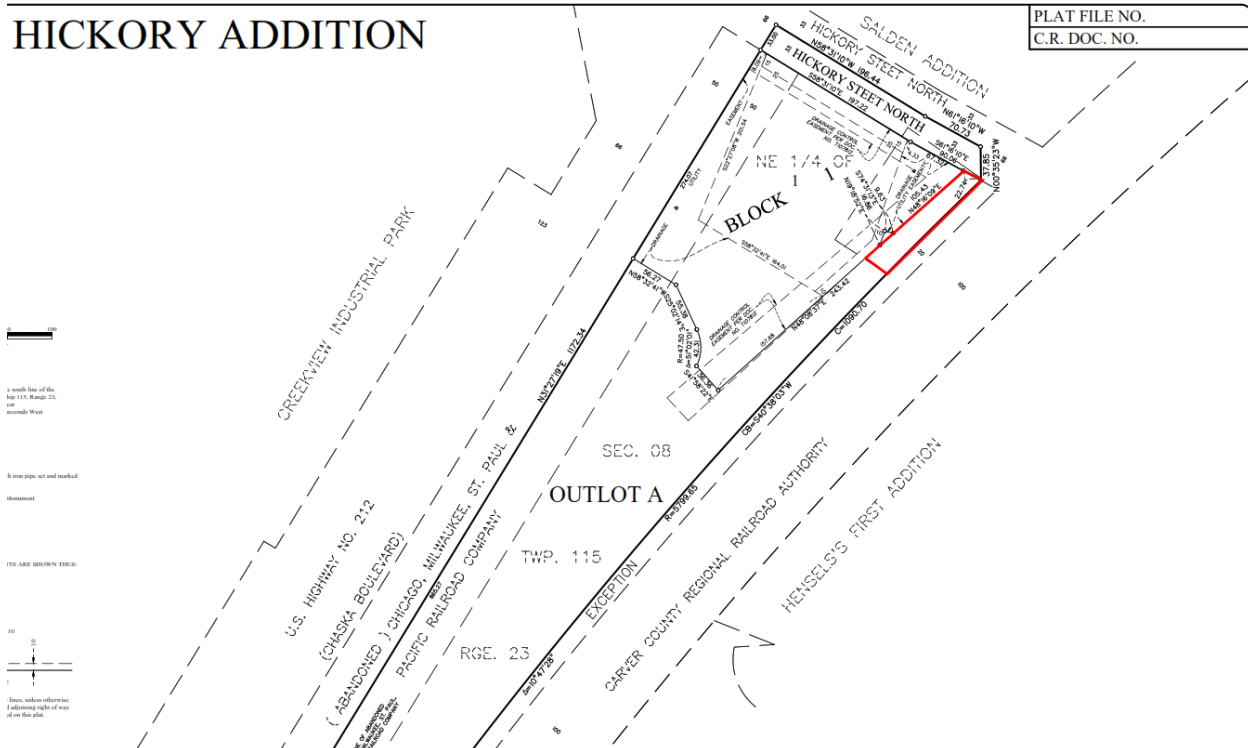
By: _____
Matt Podhradsky
Its: City Administrator

Hickory Investments LLC

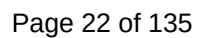
Date: _____, 2022

By: _____
Dave Pokorney
Its: Managing Partner

(Depiction of the Hickory Parcel)



(Depiction of Outlot A as part of the HICKORY ADDITION plat)



REQUEST FOR ACTION CHASKA CITY COUNCIL 8/29/2022

**Subject: Property Easement Agreement Acceptance for the Creek Road
Trunk Sewer Extension Street and Utility Improvements**

Prepared By: Matt Clark, City Engineer

Over the last few months City staff have been meeting with the residents that are being directly impacted with the first phase of Creek Road that is planned to be under construction this summer. To build the new improvements, easements areas are necessary over certain properties that directly abut the project area which are numbered on the attached exhibit.

Back in April, offer letters were sent out to property owners that included the appraised valuation of easements for the project. City staff have been meeting with owners to secure the proper permanent and temporary easements which those listed below have agreed to. The total compensation for each of the properties that have been secured are listed below. The easements required to install the street improvements are eligible for reimbursement through state funds. Staff has been and will be continuing to keep the property owners informed as construction occurs this summer.

The action item for the Council is to approve the easement agreement and authorize payment to acquire fee title and various easements for the roadways, trail, drainage and utility purposes over those properties listed.

Wabash Chaska Farms LLC
Frey Crow Wing LP & Yerf Co. LP
PIN 30.2040110
Permanent and Temporary Easement \$52,000

CITY COUNCIL ACTION REQUESTED

Motion to Approve Easement Agreement and Authorize Payment to Acquire Fee Title of Various Easements for Roadway, Sidewalk, Trail, Drainage and Utility Purposes Over Certain Property.

ACQUISITION SETTLEMENT AGREEMENT

WHEREAS, City of Chaska ("City") and Frey Crow Wing Limited Partnership, Yerf Co. Limited Partnership and Wabash Chaska Farms LLC, ("Owners"), who are the Owners of the subject property at PIN #30.2040110 and legally described as Outlot I, CHASKA CREEK CENTER, according to the recorded plat thereof, Carver County, Minnesota (the "Subject Property"), have reached a negotiated agreement as to the total damages for the Acquisition of the certain easements for permanent and temporary roadway trail and drainage and utility easements purposes (the "Acquisition").

WHEREAS, on July 18, 2022, the Chaska City Council approved Resolution No. 2022-87, which approved the Creek Road Trunk Sewer Extension Street and Utility Improvement Project ("2022 Creek Road Improvement Project, Phase 4" or "Project").

NOW, THEREFORE, UPON APPROVAL OF THE CITY COUNCIL BOARD OF COMMISSIONERS OR THE CITY ADMINISTRATOR PURSUANT TO CITY POLICY, THE PARTIES HEREBY AGREE TO SETTLE THE ABOVE REFERENCED MATTER UPON THE FOLLOWING TERMS AND CONDITIONS:

1. Owners, hereby agree that the sum of Fifty Two Thousand and 00/100 (\$52,000.00) Dollars (the "Acquisition Amount") is just compensation for the acquisition and agrees to accept the Acquisition Amount in full and final settlement for any and all claims for damages, past, present and future, of any kind or nature, occasioned by the Acquisition, and all damages, if any, to the remaining lands, and is hereby intending to forever settle any and all claims for or related to the Acquisition, excluding any claims arising from the City's failure to comply with the Agreement of the related easement agreement entered into between Owner and the City with respect to the Project.
2. The City shall issue the Acquisition Amount to the Owners by check payable to the Owners subject to final approval of this Agreement by the City or the City Administrator, whichever

is required by City policy, and receiving a release, consent and/or compensation disbursement agreement to the acquisition from any and all interest holder(s) of record on the Parcel. The City agrees to assist the Owners in obtaining the release, consent and/or compensation disbursement agreement from any and all interest holder(s) of record, including mortgagees. If a disbursement agreement agreed to between the Owners and an interest holder provides for an allocation of the Acquisition Amount that is different from this Agreement, the disbursement agreement shall control the allocation of the Acquisition Amount and issuance of the payment to the Owners.

3. If after reasonable effort made in good faith by the Parties, the Parties are unable to obtain a release, consent and/or compensation disbursement agreement from one or more interest holders of record, the City will proceed with an eminent domain action and the Parties shall cooperate in scheduling a condemnation commissioner's hearing to resolve any interest holder's claims to compensation for the Acquisition. The City will dismiss the condemnation action against the Parcel(s) if all interest holders' claims are resolved prior to the public need hearing. The Parties agree that if a condemnation commissioners' hearing is required to resolve an interest holder's claim, the Parties will jointly present the Acquisition Amount as the agreed upon just compensation for the Acquisition by stipulation to the commissioner panel.

4. Upon execution of this Agreement, the Owners agree to execute the documents necessary to complete this transaction attached hereto in Appendix I (the "Acquisition Document(s)"). The City, upon full payment of the Acquisition Amount, will be entitled to record the appropriate Acquisition Document(s) in the office of the Carver City Recorder/Registrar of Titles.

5. In the event of a clerical error, Owners agree to cooperate in correcting the error including but not limited to resigning all documents or additional documents.

6. This Agreement represents the complete understanding of the Parties and shall be interpreted in accordance with the laws of the State of Minnesota without regard to its conflict of law's provisions.

7. That the undersigned parties agree that each party shall pay its own costs and disbursements herein.

8. The persons signing this Agreement in their representative capacities represent and warrant that, by signing this Agreement, it is their intent to bind their respective principal to the terms and conditions set forth herein, that the persons signing in their representative capacity have been authorized to bind their respective principal to such terms, and that it is the respective principal's intent to be so bound to this Agreement.

9. Additional Negotiated Provisions

a. Utility Stubs

At no cost to the Owners, prior to the expiration of the temporary construction easement, City will install one water and sanitary sewer stub to the Subject Property (in a location not subject to the City's permanent easement granted by the Owners to the City in connection with the Acquisition) with the 2022 Creek Road Improvement Project, Phase 4.

b. Project Assessment Waiver

The City will not assess the Subject Property for project benefits resulting from

the 2022 Creek Road Improvement Project, Phase 4.

c. Access Re-establishment

The City will restore the current road access to Creek Road to the current standards and conditions.

OWNERS

We, Frey Crow Wing Limited Partnership, Yerf Co. Limited Partnership and Wabash Chaska Farms LLC, know we have the right to be represented by a lawyer of our choice.

☐ We hereby expressly waive that right, and we freely and voluntarily sign this Agreement.

☐ We have consulted with an attorney of our choice, and we freely and voluntarily sign this Agreement.

By: _____ Dated: _____
Representative for Frey Crow Wing
Limited Partnership

By: _____ Dated: _____
Representative for Yerf Co. Limited Partnership

By: _____ Dated: _____
Representative for Wabash Chaska Farms LLC

CITY OF CHASKA

By: _____ Dated: _____

APPENDIX 1
ACQUISITION DOCUMENT(S)

- 1. Permanent Roadway, Trail and Drainage and Utility Easement**
- 2. Temporary Easement**

TEMPORARY CONSTRUCTION EASEMENT

Date _____, 2022

(State Deed Tax Exempt)

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Frey Crow Wing Limited Partnership, a Minnesota limited partnership; Yerf Co. Limited Partnership, a Minnesota limited partnership, and Wabash Chaska Farms LLC, a Minnesota limited liability company (collectively, "Grantor") hereby grants to the City of Chaska, a Minnesota municipal corporation, Carver County, Minnesota, its successor and assigns ("Grantee") a temporary construction easement over, under, and across that certain real property legally described on Exhibit A and depicted as "Temporary Construction Easement" on attached Exhibit B (the "Temporary Easement Area") for the purpose of allowing construction activities on the Temporary Easement Area in connection with Grantee's Creek Road project (the "Project").

This easement includes but is not limited to i) the right of Grantee, its officers, employees, agents, contractors, designees, successors, and assigns (the "Grantee Parties") to enter and go upon the Temporary Easement Area for the purpose of excavating, grading, installing public right-of-way, installing utilities, and installing other improvements in connection with the Project; and ii) the right to use and store equipment and materials for the Project. Grantor acknowledges that access may be rerouted temporarily.

Grantor represents and warrants to Grantee that Grantor is the owner of fee simple title to the Temporary Easement Area and there are no undisclosed mortgages, contracts for deed, leases, rental agreements, occupancy agreements, easements encumbrances or other verbal or written agreements that would prevent the granting of the easement.

Regarding the Temporary Easement Area, Grantee shall not be responsible for any costs, damages, losses, demands, or obligations, relating to a release or threatened release of hazardous substances, pollutants, or contaminants prior to the date of this instrument or, except to the extent caused by Grantee, thereafter.

When the Project is complete, Grantee shall restore the Temporary Easement Area to substantially the same condition as existed prior to construction, subject to any improvements and modifications made by Grantee pursuant to other easements/agreements.

Grantee agrees to hold Grantor, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from Grantee's access to or use of the Easement Area, except as may be caused by the negligent acts or omissions of Grantor, its employees, agents, and representatives. Grantee shall ensure that all contractors performing work relating to the Project shall carry commercial general liability insurance. Grantee shall keep Outlot I, Chaska Creek free from all mechanic's liens in connection with the Project.

This instrument shall be construed and governed by the laws of the State of Minnesota.

This Temporary Construction Easement shall automatically expire on June 30, 2024, or such earlier date that the Project is completed.

IN WITNESS WHEREOF, Grantor has executed this instrument effective the day and year first above written.

[Signature page follows]

SIGNATURE PAGE TO TEMPORARY CONSTRUCTION EASEMENT

GRANTOR:

Frey Crow Wing Limited Partnership

By: _____
Michael J. Frey, General Partner

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

This instrument was acknowledged before me this _____ day of _____, 2022, by Michael J. Frey, General Partner of Frey Crow Wing Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.

Notary Public

SIGNATURE PAGE TO TEMPORARY CONSTRUCTION EASEMENT

GRANTOR:

Yerf Co. Limited Partnership

By: Mark J. Frey, General Partner

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

This instrument was acknowledged before me this _____ day of _____, 2022,
by Mark J. Frey, General Partner of Yerf Co. Limited Partnership, a Minnesota limited partnership, on
behalf of the limited partnership.

Notary Public

SIGNATURE PAGE TO TEMPORARY CONSTRUCTION EASEMENT

GRANTOR:

Wabash Chaska Farms LLC

By: _____
Gerald J. Trenda, General Partner

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

This instrument was acknowledged before me this _____ day of _____, 2022, by Gerald J. Trenda, General Partner of Wabash Chaska Farms LLC, a Minnesota corporation, as Managing Member of Wabash Chaska Farms LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY
AND RETURN TO:

Melchert Hubert Sjodin, PLLP
11 West Main Street, St. 200
Waconia, MN 55387
JMM/cw

EXHIBIT A

Legal Description

That part of Outlot I, CHASKA CREEK CENTER, according to the recorded plat thereof, Carver County, Minnesota described as follows:

Commencing at the southwest corner of said Outlot I; thence North 29 degrees 16 minutes 07 seconds East, assumed bearing along the west line of said Outlot I, a distance of 29.41 feet to the north line of the South 27.00 feet of said Outlot I and the point of beginning; thence South 84 degrees 04 minutes 09 seconds East along said north line of the South 27.00 feet, a distance of 286.53 feet; thence southeasterly 40.38 feet along a tangential curve concave to the northeast having a radius of 1881.00 feet and central angle of 1 degree 13 minutes 48 seconds; thence North 04 degrees 42 minutes 03 seconds East, not tangent to last described curve, 13.00 feet to the north line of the South 40.00 feet of said Outlot I; thence southeasterly 75.13 feet along said North line of the South 40.00 feet which is a non-tangential curve concave to the northeast having a radius 1868.00 feet, central angle of 02 degrees 18 minutes 15 seconds and a chord bearing of South 86 degrees 27 minutes 05 seconds East, to the east line of said Outlot I; thence North 00 degrees 43 minutes 15 seconds East, not tangent to last described curve and along said East line of Outlot I, a distance of 67.03 feet; thence northwesterly 70.47 feet along a non-tangential curve concave to the north having a radius of 1801.00 feet, central angle of 02 degrees 14 minutes 31 seconds and central angle of North 86 degrees 25 minutes 13 seconds West; thence South 04 degrees 42 minutes 03 seconds West, not tangent to last described curve, 17.00 feet; thence northwesterly 39.03 feet along a non-tangential curve concave to the north having a radius of 1818.00 feet, central angle of 01 degree 13 minutes 48 seconds and a chord bearing of North 01 degrees 13 minutes 48 second West, thence North 84 degrees 04 minutes 09 seconds West tangent to last described curve, 259.35 feet to said west line of Outlot I; thence South 29 degree 16 minutes 07 seconds West along said west line of Outlot I, a distance of 68.61 feet to the point of beginning.

CHASKA, MINNESOTA

PERMANENT ROADWAY, TRAIL, DRAINAGE, AND UTILITY EASEMENT

Date _____, 2022

(State Deed Tax Exempt)

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Frey Crow Wing limited Partnership, a Minnesota limited partnership, Yerf Co. Limited Partnership, a Minnesota limited partnership; and Wabash Chaska Farms LLC, a Minnesota limited liability company (collectively, "Grantor") hereby grants, sells, and conveys to the City of Chaska, a Minnesota municipal corporation, Carver County, Minnesota, its successors and assigns ("Grantee") a permanent, exclusive, and assignable easement for public right-of-way, trail, drainage, and utility purposes over, under, and across the real property legally described on attached Exhibit A and depicted as "Roadway, Trail, Drainage, & Utility Easement" on attached Exhibit B (the "Easement Area").

This easement includes, but is not limited to: i) the right of Grantee, its officers, employees, agents, contractors, designees, successors, and assigns (the "Grantee Parties") to enter and go upon the Easement Area at any time to construct, install, erect, maintain, operate, repair, remove, reconstruct, and replace roadway, curbs, gutters, fences, utilities, sidewalks, pathways, bicycle ways, trails, retaining walls, drainage facilities, landscaping, lighting structures, and related improvements of such size, type, character and manner as Grantee may determine; and ii) the right to use and remove, from time to time, all earth, soil, rocks, fill, trees, timber, shrubs, grasses, and objects within the Easement Area. The easement also includes the right to permit cities, townships, utility companies, and others to enter and go upon the Easement Area at any time to construct, install, erect, maintain, operate, repair, remove, reconstruct, and replace utilities (it being permissible for the crossarm members of overhead utility facilities to overhang lands adjacent to the Easement Area).

All improvements constructed or installed under the authority of this easement shall be the property of Grantee, other governmental entities or utilities entitled to use the Easement Area, or their successors and assigns, as their interests may appear.

Grantor shall not: i) construct fences, retaining walls, or other obstructions within the Easement Area; ii) till the ground, plant trees, or hinder the flow of surface water within the Easement Area; or iii) do anything else that materially interferes with Grantee's right to use of the Easement Area.

Grantor represents and warrants to Grantee that Granter is the owner of fee simple title to the Easement Area and there are no undisclosed mortgages, contracts for deed, leases, rental

agreements, occupancy agreements, easements, encumbrances or other verbal or written agreements that would prevent the granting of the easement. Grantor warrants it has a good and lawful right to convey the easement.

Grantee agrees to hold Grantor, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from Grantee's access to or use of the Easement Area, except as may be caused by the negligent acts or omissions of Grantor, its employees, agents, and representatives.

This easement runs with the land and is binding upon Grantor and Grantor's heirs, successors, and assigns. References to "Granter" in this easement include Grantor and Grantor's heirs, successors, and assigns.

This instrument shall be construed and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, Grantor has executed this instrument effective the day and year first above written.

[Signature page follows]

SIGNATURE PAGE TO PERMANENT ROADWAY, DRAINAGE, AND UTILITY
EASEMENT

GRANTOR:

Wabash Chaska Farms LLC

By: Wabash Capital Management Inc.
Its: Managing Member

By: _____
Gerald J. Trenda, President

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

This instrument was acknowledged before me this _____ day of _____, 2022, by Gerald J. Trenda, President of Wabash Capital Management, a Minnesota corporation, as Managing Member of Wabash Chaska Farms LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

SIGNATURE PAGE TO PERMANENT ROADWAY, DRAINAGE, AND UTILITY
EASEMENT

GRANTOR:

Frey Crow Wing Limited Partnership

By: Michael J. Frey, General Partner

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

This instrument was acknowledged before me this _____ day of _____, 2022, by Michael J. Frey, General Partner of Wabash Chaska Farms LLC, a Minnesota corporation, as Managing Member of Wabash Chaska Farms LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

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Exhibit A

Outlot I, CHASKA CREEK CENTER, according to the
recorded plat thereof, Carver County, Minnesota

CHASKA, MINNESOTA

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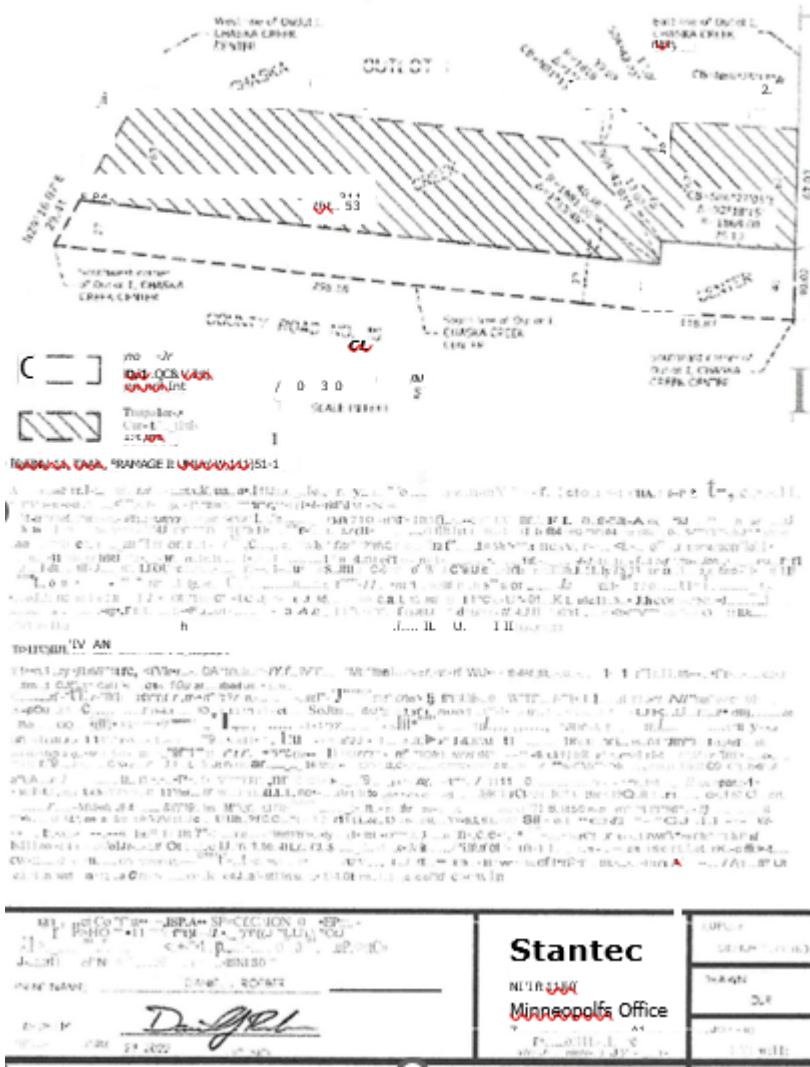
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NI T ft 1130
Minneapolis Office
7 A1

Exhibit B

Exhibit B

CHASKA, MINNESOTA



**REQUEST FOR ACTION
CHASKA CITY COUNCIL
08/29/2022**

Subject: Wetland Replacement Plan for Rivertown Heights
Prepared By: Brent Alcott, Water Resources Coordinator

As the Local Governmental Unit (LGU) that oversees the Wetland Conservation Act process in Chaska, the City has worked with all regulatory agencies involved in commenting on the wetland replacement plan for the Rivertown Heights Development.

The Rivertown Heights Development proposes 89 single family residential lots and associated street construction, utility improvements, and stormwater ponding over 40 acres located south of Big Woods Blvd (CSAH 44) and west of the Founders Ridge development. The project area contains two wetlands within the site, which currently exists as predominantly agricultural land.

Wetland 1 will be partially impacted (0.11ac), while Wetland 2 will be fully impacted (0.15ac), see Exhibit A & B. Wetland 1 is partially drained seasonally flooded basin with limited function. The applicant has requested partial impacts and demonstrated impact minimization with the proposed road placement. Wetland 2 is a seasonally farmed basin which has been degraded from farming activities. Avoidance of this wetland is not feasible without substantial changes to the roadway system and minimization would like result in secondary impacts to wetland hydrology.

To offset the 0.26 acres of wetland impacts, wetland replacement credits will be purchased by the applicant on a 2:1 basis (0.52-acre credits) from an approved wetland bank.

City staff has worked with all regulatory agencies involved in commenting on the wetland replacement plan for the development. All said comments by state and local agencies have been addressed in the attached plan. The proposed impacts and replacements meet the requirement of the Wetland Conservation Act.

CITY COUNCIL ACTION REQUESTED

Motion to approve the wetland replacement plan for Oak Creek Development.

Exhibit A

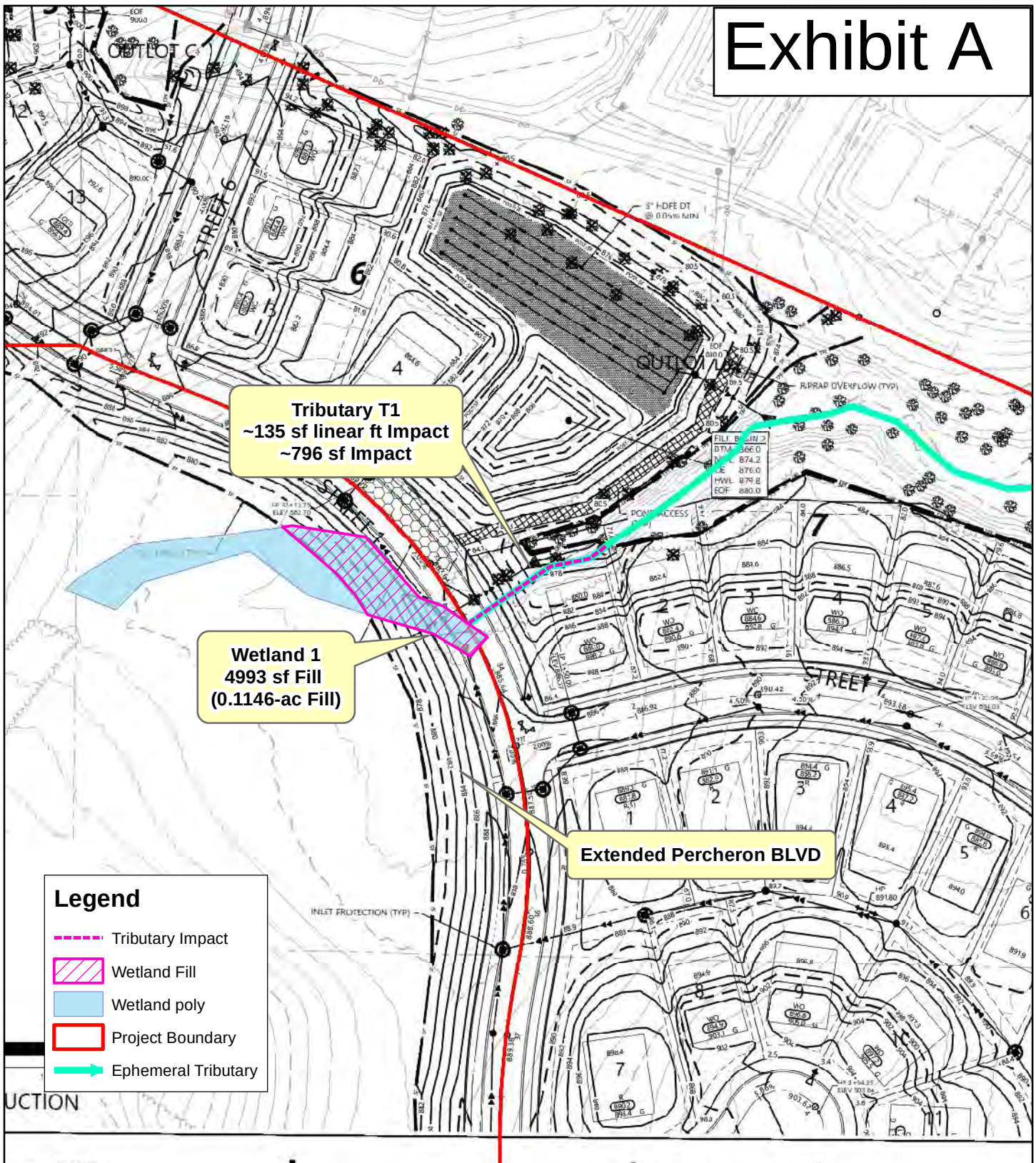


Figure 3 South - Proposed Plan and Wetland Impacts (south)



KJOLHAUG ENVIRONMENTAL SERVICES COMPANY
Source: MNGEO Spatial Commons

N

0 150 Feet

Rivertown Heights (KES 2022-035)
Chaska, Minnesota

Note: Boundaries indicated on this figure are approximate and do not constitute an official survey product.

Exhibit B

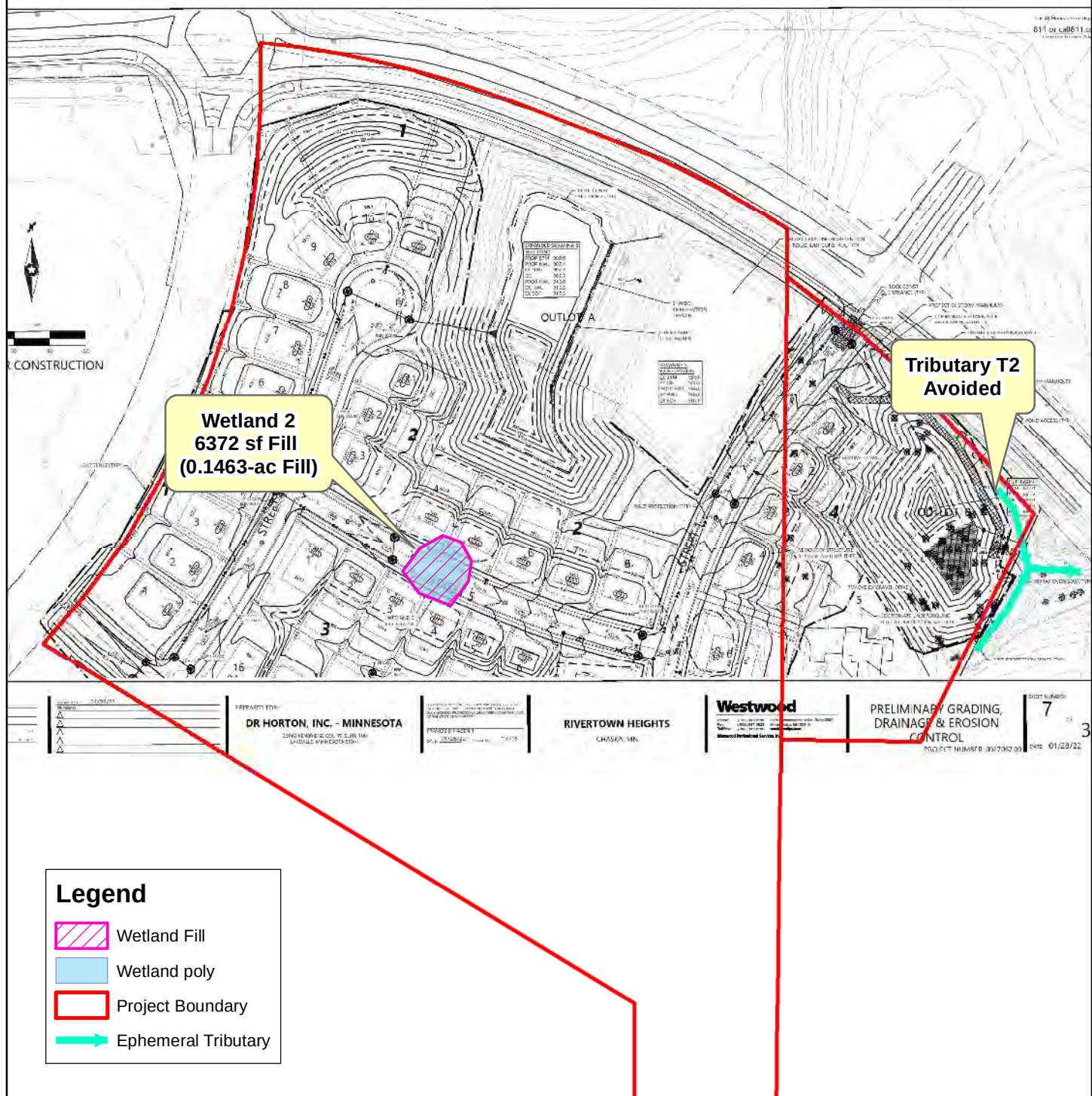


Figure 3 North - Proposed Plan and Wetland Impacts (north)



KJØLHAUG ENVIRONMENTAL SERVICES COMPANY
Source: MNGEO Spatial Commons

Rivertown Heights (KES 2022-035)
Chaska, Minnesota

Note: Boundaries indicated on this figure are approximate and do not constitute an official survey product.

Minnesota Wetland Conservation Act Notice of Decision

Local Government Unit: City of Chaska County: Carver	
Applicant Name: D.R. Horton, Inc. - MN	Applicant Representative: Mike Suel
Project Name: Rivertown Heights	LGU Project No. (if any): 193805200
Date Complete Application Received by LGU: 5/26/22	
Date of LGU Decision:	
Date this Notice was Sent:	

WCA Decision Type - check all that apply

☒ Wetland Boundary/Type ☐ Sequencing ☒ Replacement Plan ☐ Bank Plan (not credit purchase)
☐ No-Loss (8420.0415) ☐ Exemption (8420.0420)
Part: ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G ☐ H Subpart: ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9

Replacement Plan Impacts (replacement plan decisions only)

Total WCA Wetland Impact Area: 0.2609 Acres
Wetland Replacement Type: ☐ Project Specific Credits: ☒ Bank Credits: 0.5218 Acres
Bank Account Number(s): Bank Act. 1650

Technical Evaluation Panel Findings and Recommendations (attach if any)

☐ Approve ☐ Approve w/Conditions ☐ Deny ☐ No TEP Recommendation

LGU Decision

☐ Approved with Conditions (specify below) ¹ List Conditions:	☒ Approved ¹	☐ Denied
Decision-Maker for this Application: ☒ Staff (Delineation) ☒ Governing Board/Council ☐ Other:		
Decision is valid for: ☒ 5 years (default) ☐ Other (specify):		

¹ *Wetland Replacement Plan approval is not valid until BWSR confirms the withdrawal of any required wetland bank credits. For project-specific replacement a financial assurance per MN Rule 8420.0522, Subp. 9 and evidence that all required forms have been recorded on the title of the property on which the replacement wetland is located must be provided to the LGU for the approval to be valid.*

LGU Findings – Attach document(s) and/or insert narrative providing the basis for the LGU decision¹.

☐ Attachment(s) (specify):

☒ Summary: D.R. Horton is proposing the Rivertown Heights residential development project within an approximately 44-acre project area in the City of Chaska (Figure 1). The project will include grading for townhome pads, city roadways, internal development roadways, utilities, and stormwater treatment features. Currently, the project area consists primarily of cropland with one alternating wetland swale/ephemeral tributary bisecting the southern part of the site (Figure 2).

Impact to Wetland 1 results from grading for the city roadway. This wetland impact cannot be completely avoided without substantial plan changes that would affect the city road alignment, the proposed treatment basin, increase impacts to Tributary T1, and result in the elimination of multiple homes lots. Wetland impacts have been minimized to the extent possible by only filling the area of wetland needed for roadway construction with an alignment that straddles the property line. Impact to Wetland 2 results from mass grading of the site and construction of a development roadway. This wetland impact cannot be completely avoided without substantial plan changes that would affect the internal roadway system and result in the elimination of multiple homes lots. Because Wetland 2 is a small, isolated basin, impact to a portion of the basin (minimization) would likely result in secondary/indirect impact to the remaining portion of the basin.

Wetland 1 is a partially drained seasonally flooded basin and Wetland 2 is an annually farmed seasonally flooded basin that have been degraded by farming activities. Wetland 1 has a lowered outlet from headcutting occurring in the downstream waterway. The applicant has provided a filled-out Minnesota Routine Assessment Method documenting the limited functions and values of the wetlands being impacted thus some flexibility in sequencing has been considered.

As proposed, the project will require 11,365 sf (0.2609-ac) of permanent wetland impact to two wetlands (Figure 3). Wetland impacts will be replaced via the purchase of wetland bank credits located in the same Bank Service Area as the project location.

The proposed impacts and replacement meet the requirements of the Wetland Conservation Act.

¹ Findings must consider any TEP recommendations.

Attached Project Documents

☒ Site Location Map ☒ Project Plan(s)/Descriptions/Reports (specify): Figures 1-3

Appeals of LGU Decisions

If you wish to appeal this decision, you must provide a written request within 30 calendar days of the date you received the notice. All appeals must be submitted to the Board of Water and Soil Resources Executive Director along with a check payable to BWSR for \$500 *unless* the LGU has adopted a local appeal process as identified below. The check must be sent by mail and the written request to appeal can be submitted by mail or e-mail. The appeal should include a copy of this notice, name and contact information of appellant(s) and their representatives (if applicable), a statement clarifying the intent to appeal and supporting information as to why the decision is in error. Send to:

Appeals & Regulatory Compliance Coordinator
Minnesota Board of Water & Soils Resources
520 Lafayette Road North
St. Paul, MN 55155

travis.germundson@state.mn.us

Does the LGU have a local appeal process applicable to this decision?

☐ Yes¹ ☒ No

¹If yes, all appeals must first be considered via the local appeals process.

Local Appeals Submittal Requirements (LGU must describe how to appeal, submittal requirements, fees, etc. as applicable)

Notice Distribution (include name)

Required on all notices:

☒ SWCD TEP Member: Tom Genelin- tgenelin@co.carver.mn.us
☒ BWSR TEP Member: Ben Carlson
☐ LGU TEP Member (if different than LGU contact):
☒ DNR Representative: Taylor Huinker (DNR) Taylor.Huinker@state.mn.us
☒ Watershed District or Watershed Mgmt. Org.: Carver County WMO - Kristen Larson
☒ Applicant: D.R. Horton, Inc. – MN - Mike Suel
☒ Agent/Consultant: Melissa Barrett, Kjolhaug Environmental Services

Optional or As Applicable:

☒ Corps of Engineers:
☐ BWSR Wetland Mitigation Coordinator (required for bank plan applications only):
☐ Members of the Public (notice only): ☐ Other:

Signature: 	Date:
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This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.

REQUEST FOR ACTION CHASKA CITY COUNCIL 8/29/2022

Subject: Establish a Public Hearing to Consider Approval of the Proposed 2023 Operating Plan and Budget and Imposition of Service Charges for the Chaska Downtown Special Services District (SSD)

Prepared By: Elise Durbin, Assistant City Administrator

Background

In 2014, the Chaska Downtown Business Alliance worked with the City Council to create a Special Service District (SSD) in the downtown area. This SSD began operations in January 2015 and has provided services since that time. An SSD allows property owners in a commercial district to collectively impose service charges on themselves each year to create a pool of funds. All the funds are directed back to the District to support enhanced services and/or special amenities. These enhanced services and special amenities are over and above what the City ordinarily provides. Service charges are only imposed upon commercial properties, or the commercial portion of a property in the case of a mixed-use property, within the District. In the past, the funds have gone to marketing and promotion of businesses, promotional events, district operations and communications, administration and business recruitment and retention.

By agreement, the Chaska Downtown Business Alliance is responsible annually to:

- 1) prepare an annual Operating Plan;
- 2) provide and manage all services within the District in accordance with the Operating Plan;
- 3) prepare and submit an annual report; and
- 4) implement various operational and financial transparency measures.

The Operating Plan shall include:

- A description of the proposed services;
- A proposed annual budget;
- A proposed service charge methodology;
- A proposed map of service areas
- The proposed methods of governance and management of services.

The standards and procedures as set forth in Minnesota Statute 428A have been met to proceed with the public hearing. At the October 3, 2022 public hearing the City Council will be asked to review and approve the proposed SSD 2023 operating plan and impose the proposed 2023 service charges.

CITY COUNCIL ACTION REQUESTED

Motion to set the public hearing for October 3, 2022, to review and approve the proposed SSD 2023 operating plan, budget, and service charges and direct staff to give notice of the public hearing.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
08/29/2022**

Subject: Bond Sale Reimbursement

Prepared By: Noel Graczyk, Administrative Services Director

The City anticipates issuing bonded debt in 2022 in the form of utility bonds to finance various water utility infrastructure improvements. Prior to issuance of any such bonded debt, the City must first comply with IRS regulations regarding reimbursement requirements.

In accordance with IRS regulations, the City must declare its intent to reimburse itself prior to payment of any project expenditures or purchases. Projects as listed in the proposed reimbursement resolution will incur costs that may be reimbursed from a future bond sale and thus must be declared by the City for possible reimbursement.

The enclosed proposed resolution establishes compliance with IRS reimbursement regulations for the items as listed in Attachment A to the resolution. Staff recommends adoption of the resolution.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2022-109 relating to financing certain proposed projects and establishing compliance with reimbursement bond regulations under the Internal Revenue Code.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 08/29/2022 **RESOLUTION NO.** 2022-109

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

**RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED PROJECTS; AND,
ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS
UNDER THE INTERNAL REVENUE CODE**

BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota (the "City"), as follows:

1. Recitals.

(a) The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid, or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

(b.) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

2. Official Intent Declaration.

(a) The City proposes to undertake certain projects, which projects and the estimated costs thereof are generally described in Exhibit A hereto, which is hereby incorporated herein and made a part hereof (the "Projects").

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iii) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Projects have been paid by the City before the sixty (60) days before the date of adoption of this resolution.

(c) The City reasonably expects to reimburse the expenditures made for costs of the Projects out of the proceeds of debt in an estimated maximum aggregate principal amount of \$4,235,000 (the "Bonds") after the date of payment of all or a portion of the costs of the Projects. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

3. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis, or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside) to provide permanent financing for the expenditures related to the Projects, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

4. Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Projects and shall specifically identify the actual original expenditure being reimbursed.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 29th day of August 2022.

Mark Windschitl, Mayor

Attest: _____
Denise Beebe, Deputy Clerk

EXHIBIT A

<u>PROJECTS:</u>	
<u>Hundertmark Water Tower Painting and Reconditioning</u> City Fund: Water Fund (Fund 602)	\$1,760,000
<u>New Deep Wells #11 and #12</u> City Fund: Water Trunk Fund (Fund 402)	\$2,475,000
Total All Projects	\$4,235,000

REQUEST FOR ACTION CHASKA CITY COUNCIL August 29, 2022
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Subject: **Approve Renewal of Alphabet Junction's Lease**

Prepared By: Mary Monteith

Background

Alphabet Junction is a daycare provider located within the Chaska Community Center serving families with children ranging from infancy to pre-kindergarten. They have been a long-standing tenant of the Community Center for over ten years.

Update

This includes a three percent inflator each year. In addition, Alphabet Junction would pay for the use of other community center spaces and amenities.

Recommendation

Staff are recommending that City Council approve the renewal of Alphabet Junction's lease for another five-year term.

CITY COUNCIL ACTION REQUESTED

Approve the renewal of Alphabet Junction's lease for another five-year term.

CHASKA COMMUNITY CENTER LEASE AGREEMENT ALPHABET JUNCTION CHILDCARE CENTER

THIS LEASE AGREEMENT (the “Lease”) is made and entered into on _____, 2022, by and between the City of Chaska, a municipal corporation organized under the laws of the State of Minnesota, (“Landlord”) and Alphabet Junction Childcare Center 5, Inc., a Minnesota Corporation (“Tenant”).

RECITALS

- A. Landlord owns the real property located at 1661 Park Ridge Dr, Chaska, MN 55318 and the improvement thereon commonly known as the Chaska Community Center (the “CCC”).
- B. Tenant operates a licensed daycare center, is a business entity in good standing with the State of Minnesota, and possesses all required licenses, certificates, permits, and approvals to lawfully operate a daycare center in Chaska, Minnesota (the “Business”).
- C. Tenant currently leases space within the CCC.
- D. The parties desire to enter into this Lease so that Tenant may continue to operate the Business within the CCC.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is recognized by the parties, and for the mutual covenants contained herein, the parties to this Lease hereby agree as follows.

1. Lease of Premises.

- A. Demise. Subject to the provisions of this Lease, Landlord leases to Tenant the space within the CCC commonly known as the “River Room,” the “Park Room,” and the “Baby Room” (collectively, the “Premises”) as identified on the attached EXHIBIT A and Tenant leases from Landlord the Premises subject to the terms and conditions of the Lease.
- B. Use. Tenant shall use and occupy the Premises to operate the Business. Tenant shall not vacate, abandon, or cease to operate the Business in the Premises at any time during the Term without Landlord’s prior written consent. Tenant shall not modify the nature or scope of the Business without Landlord’s prior written consent. Tenant shall not use the Premises in any manner that will increase the existing rate of insurance upon the CCC or cause cancellation of any insurance policy covering the CCC, nor shall Tenant sell, keep, use in or about the Premises or CCC any article that may be prohibited from standard fire insurance policies. Tenant shall not violate any requirements pertaining to the use of the

Premises of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the building and appurtenances. Tenant agrees not use the Premises or conduct its Business in violation of any statute, regulation, or ordinance of any governmental body.

- C. Days and Hours of Operation. Tenant shall operate the Business only as provided by this Subsection 1(C) (the “Operating Hours”).
- i. Tenant may operate Sunday through Saturday, inclusive.
 - ii. Tenant may operate during any hours in which the CCC is open to the public.
 - iii. Tenant shall not operate on days or during any hours in which the CCC is closed to the public.
 - iv. Tenant may operate during any days or during any hours in which the CCC is closed to the public if Tenant has received prior written approval from Landlord and Tenant’s use is limited to the days and hours specified by Landlord.
- D. Signage. Tenant may place signage and artwork upon the inside portion of windows within the Premises upon prior written approval by Landlord. All signage and artwork placed outside of Tenant’s Premises must be approved by Landlord. Tenant shall remove all signage upon the expiration or earlier termination of this Lease.
- E. Common Areas. Tenant shall, for itself and for Tenant’s customers, vendors, guests, and invitees, have the non-exclusive use of the hallways, restrooms, and other such “Common Areas” in the CCC while the same are open to the public, including the non-exclusive use of the two restrooms adjacent to the Premises (the “Common Restrooms”) while the same are open to the public.
- F. Doors and Locks.
- i. A combination of physical keys, key cards, and key fobs are used to secure rooms and doors within the CCC (the “Keys”). Tenant shall receive Keys to the Premises on or before the Effective date. After Landlord’s initial allocation of Keys to the Premises, Tenant shall pay Landlord’s actual out-of-pocket costs each time any one or more Keys are issued or reissued to Tenant. All Keys must be returned to Landlord upon the expiration or earlier termination of this Lease. Tenant shall pay Landlord’s actual out-of-pocket costs to repair or replace any locks damaged by Tenant or in need of replacement due to the lost, missing, or stolen Keys. Tenant shall not replicate, duplicate, reproduce, forge, or counterfeit the Keys, or cause or allow the same to be done by a third-party. Tenant may only allow the Keys to be used by its officers and employees. Tenant shall report any lost, missing, or stolen Keys to Landlord within twenty-four (24) hours of the disappearance of the Keys.

- ii. Tenant shall not disable, damage, or undermine the effectiveness of any locked door (e.g. prop open the door, jam the locking mechanism, etc.) in the CCC. Landlord may from time to time install and change locking mechanisms on entrances to the CCC, Common Areas, and the Premises (provided no locking mechanism shall be changed on the Premises without prior, reasonable notice to Tenant and prior provision of substitute means of access to the Premises to Tenant). Tenant shall not add to or change any existing locking mechanism on any entrance door to the Premises (including, but not limited to, the front door or any employee entrance) without Landlord's prior written consent. If Tenant installs lock(s) on any interior doors within the Premises that are incompatible with the CCC's locking systems:
 - a. Landlord, without abatement of Rent, shall be relieved of any obligation under the Lease to provide any service to the affected area which requires access thereto;
 - b. Tenant shall indemnify Landlord against any exposure as a result of forced entry thereto which may be required in an emergency, to be determined in Landlord's sole discretion;
 - c. Tenant shall, at the end of the Lease Term and at Landlord's request, either remove such lock(s) at Tenant's expense or provide to Landlord all keys, broadly defined, to such locks; and
 - d. Reimburse Landlord for any additional costs or expenses incurred as a result of the lock(s) installed by Tenant, including reasonable attorneys' fees, staff costs, and service costs.
- iii. Tenant shall complete and sign before the Commencement Date the Tenant Keys Check-in – Check-out form attached as APPENDIX A and whenever Keys are issued pursuant to this Lease. Tenant shall also complete and sign the same form when Keys are returned to Landlord upon the expiration or earlier termination of this Lease.

2. Lease Term.

- A. Term. The "Term" of this Lease shall be a five (5) year period that begins on September 1, 2022 (the "Commencement Date") and terminates on August 31, 2027 at 11:59 p.m. (the "Termination Date").
- B. [Reserved].
- C. Surrender. Upon the expiration or the earlier termination of the Lease or Tenant's right to possess the Premises, Tenant shall immediately vacate the Premises, remove Tenant's or other occupant's personal property therefrom, and otherwise leave the Premises in broom clean condition and good repair, except for ordinary wear and tear. Any personal property not removed shall be subject to the provisions of this Lease.

- D. Holding Over. If Tenant continues to occupy the Premises after expiration of the Term or after any forfeiture of Tenant's right to possession, whether with or without Landlord's consent, such tenancy shall be from month to month under the same terms and conditions as are contained in this Lease and the monthly Rent payable by Tenant during such tenancy shall be 105% of the monthly installment of Rent that Tenant was obligated to pay Landlord twelve (12) months prior to the creation of the month to month tenancy. If Tenant's holdover is without Landlord's consent, neither this Section 2 nor the acceptance of any holdover Rent shall prevent Landlord from exercising any remedy to regain immediate possession of the Premises.
3. Rent. Tenant covenants and agrees to pay to Landlord during the Term of this Lease without deduction, offset, or demand, at the address shown in Section 29, the amount specified as ANNUAL RENT in accordance with the schedule on EXHIBIT B, which shall be payable in twelve (12) monthly installments on or before the first day of each month throughout the Term ("the Rent"). Tenant's covenants to pay Rent are independent of any other covenants, conditions, provisions, or agreements herein contained and Rent shall be paid by Tenant. During the Term or under Section 2(D), no payment or receipt of a lesser amount than the monthly installment of Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord shall have the right to accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any remedy provide by this Lease.
4. Security Deposit. There is no security deposit for this Lease.
5. Late Payments. If any installment of Rent is not paid by Tenant within five (5) days after the same becomes due and payable (i) a late charge in the amount of \$100.00 shall become immediately due and payable as compensation to Landlord for administrative costs; and ii) the unpaid balance due Landlord shall bear interest at the rate of 12% per annum or the highest rate allowed by law, whichever is less, from the date such installment or payment became due and payable to the date of actual payment thereof. Late charges and interest due Landlord shall constitute Additional Rent hereunder. The provisions of this Section 5 shall survive the expiration or earlier termination of this Lease.
6. Insurance. Throughout the Term of this Lease Tenant shall maintain, at its own expense, commercial general liability insurance for its Business in an amount not less than \$2,000,000 per occurrence as well as fire insurance, excluding extended coverage, vandalism and malicious mischief, and demolition and debris removal insurance, for an amount not less than the current replacement cost of all of Tenant's leasehold improvements, trade fixtures, merchandise, and all personal property from time to time in or upon the Premises or CCC. Such policy proceeds shall be used, to the extent necessary, to repair or replace the property damaged or destroyed. Landlord shall be an additional insured on every liability and umbrella policy related to the Business. Tenant shall deliver proof of such insurance policies to Landlord, in a form deemed acceptable by Landlord, on or before the Commencement Date, not less than once per calendar throughout the Term, and each time there is a modification to

any insurance policy. Tenant shall provide Landlord with notice fifteen (15) days prior to any cancellation or modification of any insurance policy related to the Business.

7. Indemnification.

A. Indemnification. As a material part of the consideration to be rendered by Tenant, the Landlord shall not be liable, and Tenant waives all claims against Landlord, for any damage to any property or any injury to any person in or about the Premises or the CCC by or from any cause whatsoever and arising at any time. Tenant shall protect, indemnify, and hold harmless the Landlord from and against any and all loss, claims, liability, or costs (including court costs and attorney's fees and expenses) incurred by reason of: (i) any damage to any property or any injury to any person occurring in, on, or about the Premises or the CCC; (ii) the conduct or management of any work or thing whatsoever done by Tenant, its agents, servants, employees, invitees, or visitors in or about the Premises, the CCC, or from transactions of the Tenant concerning the Premises or CCC; (iii) Tenant's failure to comply with any and all governmental laws, ordinances, rules, and regulations applicable to the Premises or the CCC; (iv) Tenant's failure to keep the Premises in good condition and repair, (v) any act, omission, negligence, or gross negligence of the Landlord or any other person or entity, or (vi) any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease.

B. Release. Notwithstanding anything in this Lease to the contrary, and as a material part of the consideration to be rendered by Tenant to Landlord, Tenant hereby releases Landlord and holds Landlord harmless for any and all claims of injury, damage, or loss to persons or property, the Tenant, or the Business (including consequential damages and lost profits), including claims arising directly or indirectly from any existing condition, future condition, or defect in the Premises or CCC; theft; misappropriation; from the use of the Premises by Tenant, or from failure of Tenant to keep premises in good condition and repair; or any act, omission, negligence, or gross negligence of the Landlord or any other person or entity. This Section 7 shall apply especially, but not exclusively, to damage caused by flooding, sprinkling devices, bursting or leaking pipes, leaking plumbing fixtures, sewage, excessive heat or cold, broken glass, gas, odors, or noise.

C. Survival. This Section 7 shall survive the expiration or earlier termination of the Lease.

8. Partial Destruction. If the Premises are damaged by fire or other casualty, Tenant shall give immediate notice to Landlord. In the event of a partial destruction of the Premises during the Term from any cause, Landlord shall repair the same provided such repairs can be made within sixty (60) days, but such partial destruction shall in no way annul or void this Lease, except that Tenant shall be entitled to a proportionate reduction of Rent while such repairs are being made, such proportioned reduction to be based upon the extent to which the making of such repairs shall interfere with the Business. If such repairs cannot be made within one hundred twenty (120) days after the occurrence of such damage or destruction, this Lease may be terminated at the option of either party upon providing thirty (30) days written notice of

termination to the other party, except that Tenant may not terminate this Lease if the delay is caused by reason of adjustment of loss and receipt of insurance proceeds. In the event that the CCC is destroyed to the extent of not less than fifty percent (50%) of the replacement cost thereof, Landlord may elect to terminate this Lease, whether the Premises be injured or not. A total destruction of the CCC shall terminate this Lease.

9. Covenants. Tenant specifically covenants to pay Rent when due under this Lease and to observe and perform all the terms and conditions contained in this Lease.
10. Compliance with Laws. Tenant shall use the Premises in a prudent manner so as not to violate any current or future laws, regulations, or orders of governmental or quasi-governmental entities. Tenant shall have and maintain any and all licenses and approvals required to legally operate in the State of Minnesota. Tenant shall use the Premises in accordance with the requirements established by Landlord's insurance carriers. If, during the Term of this Lease, alterations or improvements to the Premises are necessary to comply with any such laws, regulations, or orders, or with the requirements of any insurance carrier, or changes thereof, Tenant shall pay the entire cost thereof.
11. Nuisance. Tenant shall not commit, cause, or maintain any waste or nuisance in or around the Premises or CCC and shall keep the Premises and the nearby portions of the CCC free of debris, trash, rodents, vermin, insects, and anything of a hazardous, dangerous, noxious, or offensive nature which would create a nuisance, fire hazard (through undue load on electrical circuits or otherwise), flood hazard, undue vibration, odor, heat, or noise.
12. Personal Property. Landlord is the owner of all personal property and fixtures within the Premises except that which is listed on EXHIBIT C attached hereto. All personal property and fixtures not shown on EXHIBIT C are leased to the Tenant during the Term of this Lease. The items shown on EXHIBIT C shall be removed by Tenant upon the expiration or earlier termination of this Lease and any items not listed thereon shall be maintained in good condition and kept in good repair by the Tenant. Tenant shall not obstruct, place, or store anything in or on the grounds, sidewalks, or driveways outside the CCC or in the lobbies, corridors, stairwells, or other Common Areas of the CCC, or use such locations for any purpose except access to and exit from the Premises without Landlord's prior written consent. Landlord's consent can be revoked at any time for any reason or no reason. Landlord may remove at Tenant's expense any such obstruction or thing without notice or obligation to Tenant. Tenant shall be solely responsible to pay all costs related to Tenant's personal property, including storage, removal, and disposition, whether or not such personal property is listed on EXHIBIT C. Any personal property that remains at the Premises or CCC upon the expiration or earlier termination of this Lease shall be considered abandoned.
13. Employees. Anyone employed or utilized by the Business shall be and are considered employees of Tenant and under no circumstances shall an employer/employee relationship exist between Landlord and any such person.

14. Hazardous Materials. Tenant shall not at any time within the Premises or at the CCC handle, use, manufacture, store, or dispose of any materials that are flammable, explosive, radioactive, hazardous waste or minerals, toxic waste, polychlorinated biphenyls (PCB's); contains asbestos, per-and polyfluoroalkyl substances (PFAS), other materials or other similar substances, petroleum products, by-products, derivatives, or any substance as such terms are used in their broadest sense (collectively "Hazardous Materials") subject to regulation by or under any federal, state, and local laws and ordinances relating to the protection of the environment or the keeping, use, or disposition of environmentally Hazardous Materials, substances, or waste, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any such laws or ordinances (collectively "Environmental Laws).
15. Assignment. Tenant shall not assign or sublet this Lease, or any interest therein, or suffer any other person or entity to occupy or use the Premises, or any portion thereof, without the prior written consent of the Landlord, which may be withheld for any reason or no reason. Such consent shall be required for each and every assignment or sublet of this Lease whether by Tenant or by Tenant's assigns or sublessees. Failure to obtain prior written consent shall be an Event of Default. This Lease shall not, nor shall any interest therein, be assignable as to the interest of the Tenant, by operation of law, without the prior written consent of Landlord.
16. Policies, Rules, and Regulations. As a material part of the consideration rendered by Landlord, and in further consideration of the mutual promises and covenants of the Landlord and other Tenants, Tenant agrees that it shall be bound by, and adhere to such policies, rules and regulations as Landlord may determine are advisable to ensure fair and equitable employment of the common passageways and off-street parking area, provided said policies, rules, and regulations are uniformly applied to all occupants and do not unreasonably interfere with Tenant's ability to use the Premises as provided by this Lease.
17. Improvements. Tenant may, upon prior written approval by Landlord, during the Term of this Lease make additions to, alterations of, and substitutions and replacements on the Premises (hereinafter "Improvements"), provided, however, that Tenant comply with each of the following conditions: (i) the total market value of the CCC and the Premises shall not be lessened by reason of any such Improvements, (ii) any Improvements shall be cosmetic and non-structural, (iii) any Improvements be done in a good and first class workmanlike manner, (iv) all such Improvements shall be expeditiously completed and in compliance with all laws, ordinances, orders, rules, regulations, and requirements applicable thereto, (v) if Tenant or Tenant's contractor estimates that any such Improvements will cost more than \$5,000.00, Tenant shall give to Landlord notice of its intention to undertake the same including plans and costs at least 60 days prior to commencement of the work, (vi) the Improvements shall not negatively impact the CCC as determined in the sole judgment of Landlord, (vii) prior to commencement of the work Tenant shall have obtained at its own cost all required permits, certificates, licenses, consents, and approvals for the Improvements from all governmental entities with jurisdiction over the Premises and Landlord, (viii) Tenant shall remove the Improvements upon request from Landlord at Tenants sole expense, and (ix) all such Improvements shall become the property of the Landlord upon the termination of this Lease.

Tenant shall be solely responsible for, and shall promptly pay, all costs and expenses arising out of any work or materials related to any Improvements.

Landlord is leasing the Premises to Tenant in its “as is” condition and Landlord has no obligation to make any Improvements or repairs to the Premises. Landlord disclaims any warranty that the Premises are suitable for Tenant’s use and Tenant acknowledges that it has had an opportunity to inspect the Premises and make its own determination in this regard. Landlord makes no warranty, express or implied, with respect to the Premises or the CCC, and Landlord specifically disclaims any warranty of merchantability and of fitness for a particular purpose. The limitations and other provisions of this Section 17 shall survive the expiration or earlier termination of this Lease.

18. Liens. Tenant shall keep the Premises and the CCC free and clear from any liens and shall hold Landlord harmless from any liens or charges against the Premises or CCC. Tenant shall have the right, at its election and expense, to contest any such lien so long as the contesting thereof is not prejudicial to Landlord. Tenant shall post a bond or other security satisfactory to Landlord in the event a lien or charge is levied against the Premises of CCC and such bond or security shall remain in effect until such time as said lien or charge is discharged.
19. Maintenance. Tenant shall, at its sole cost and expense, keep and maintain the Premises, including any Improvements and trade fixtures, in clean, sanitary, and working condition, and in good repair and appearance throughout the Term of this Lease, ordinary wear and tear excepted. Tenant may use Landlord’s garbage dumpsters to dispose of ordinary refuse. Tenant agrees to clean, repair, and replace any damage to the Premises or CCC caused by Tenant in the use thereof in moving its refuse to the dumpsters provided by Landlord. Tenant shall be responsible to pay any additional costs incurred by Landlord that result from Tenant’s use of the dumpster or recycling service resulting from non-standard items.
20. Interruptions. Any interruption to Tenant from the services, systems, facilities, or equipment provided by Landlord shall not be construed as an eviction of Tenant or release Tenant from any obligation of Tenant under this Lease. Further, an interruption shall not render Landlord liable to Tenant for damages by abatement of Rent, Additional Rent, or otherwise and shall not in any way relieve Tenant from performance of Tenant’s obligations under this Lease.
21. Inspection. Tenant shall permit Landlord to enter the Premises at all reasonable times to inspect the same, to show the Premises to potential future tenants, for the purposes of maintaining, making repairs, alterations, renovations, or additions to the Premises or the CCC, including the erection and maintenance of scaffolding, canopies, fences, and props as may be required, without any rebate of Rent and without any liability to Tenant, provided that Landlord shall not unreasonably interfere with the operation of Tenant’s Business. Landlord shall have an unrestricted right of entry into the Premises to respond to an emergency. Tenant shall permit the Landlord, at any time within thirty (30) days prior to the expiration of this Lease to place upon the Premises any usual or ordinary signage to advertise the Premises.

22. Operation of CCC and Building Services. During the Term of this Lease, and subject to Tenant's obligation to pay Rent, Landlord shall reasonably maintain and repair the structural and mechanical systems of the CCC and keep clean the Common Areas thereof. Without limiting Landlord's general duty to maintain and repair, Tenant shall maintain in good order and condition during the Term of this Lease all pipes, wires, conduits, and other equipment for the provision of utility services to the Premises. Landlord shall have a reasonable time in which to complete necessary maintenance and repairs to the structural and mechanical systems of the CCC and shall not be liable for any damage to any person or property for its failure to do so under any circumstances. Landlord shall determine the reasonableness of any services provided under this Section 22. Landlord shall provide Tenant with the following services during Operating Hours:
- A. Access to the Premises.
 - B. Heat, ventilation, cooling, electrical power, and domestic running water to the Premises.
23. Use of Non-Premises Facilities within the CCC by Tenant. Landlord shall allow Tenant and its employees, clients, guests, and invitees to utilize the non-Premises facilities of the CCC when the use thereof is in conjunction with or based upon services provided to said clients by Tenant. Tenant's use of non-Premises facilities of the CCC shall be at a twenty-five percent (25%) discount from the then current rate charged to Chaska residents. Said charges shall be Tenant's obligation to pay and shall be billed directly to and paid by Tenant on not less than a monthly basis, the payment of which shall constitute Additional Rent. Tenant's use of non-Premises facilities of the CCC must be scheduled and approved by Landlord prior to use by Tenant. Additionally, Tenant must ensure that its employees, clients, guests, and invitees comply with all the rules, regulations, and policies for each and every non-Premises facility of the CCC and Tenant represents and warrants to Landlord that Tenant's employees, clients, guests, and invitees have agreed to be bound by the same.
24. Estoppel Certificate. Tenant at any time and from time to time, upon at least ten (10) days prior written notice from Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person or entity specified by Landlord, an estoppel certificate in a form provided by Landlord certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then stating the nature of the modifications and that the Lease, and its modifications, if applicable, is in full force and effect, stating the dates to which the Rent, Additional Rent, and applicable taxes have been paid, and stating whether or not there exists any default by Tenant or by Landlord under this Lease and, if so, specifying each such default. Any such statement may be relied upon by the requesting party and Landlord.
25. Subordination, Non-disturbance, and Attornment. Upon request by Landlord, Tenant shall execute and deliver to Landlord a subordination, non-disturbance, and attornment agreement ("SNDA") within ten (10) business days after receipt of a written request from Landlord and in a form acceptable to Landlord.

26. Property Taxes. In the event that Carver County or any other taxing authority determines that real property taxes or any other taxes must be paid on the CCC as a result of the use of the Premises, any and all real property taxes deemed attributable to the Premises shall become the obligation of Tenant and Tenant does hereby agree to pay the same in addition to any delinquency, penalties, or interest which attach as a result of Tenant's non-payment. Unpaid taxes under this Section 26 shall constitute Additional Rent.

27. Utilities. Landlord shall provide and pay all costs of heating and air conditioning of the Premises; also, Landlord shall pay water, electricity, sewer, standard rubbish disposal, ventilation, snow and ice removal, and recycling. In no event shall Landlord be responsible for the disposal of non-standard, hazardous, toxic, industrial, chemical, electronic, or medical waste, which Tenant shall be solely and exclusively obligated to safely and lawfully dispose of with all costs paid by Tenant. Tenant shall be responsible for telephone and internet services. Landlord agrees to provide sprinklers and to perform any other work necessary to comply with present governmental codes and regulations except as uniquely required by Tenant's specific use of the Premises.

28. Defaults/Remedies

A. Event of Default. Any of the following constitute an "Event of Default" hereunder:

- i. Tenant fails to pay any installment of Rent, Additional Rent, or any other payment that Tenant is obligated to pay to Landlord under this Lease within five (5) days after the date such payment is due;
- ii. Tenant fails to pay in full any tax due to any taxing authority (e.g. real property taxes by Carver County) prior to the due date established by such taxing authority;
- iii. Tenant fails to provide a bond or security acceptable to Landlord to sufficiently cover the amount of any lien or charge levied against the Premises or CCC or otherwise as required under this Lease;
- iv. Tenant fails to observe or perform any of the other covenants, conditions, or provisions of this Lease and such failure continues for a period of ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion within thirty (30) days;
- v. Tenant petitions or consents to be declared, or is declared, a bankrupt or insolvent;
- vi. a petition is filed to have Tenant declared bankrupt or insolvent or to have a receiver appointed with respect to all or substantially all of Tenant's assets and such petition is not discharged within sixty (60) days after service thereof is made on Tenant;

- vii. the appointment of a receiver of all or substantially all of Tenant's assets; or
 - viii. the sale, transfer, or assignment of Tenant's business without prior written consent of Landlord; or
 - ix. Tenant fails to operate its business for a period of fifteen (15) consecutive days.
- B. Landlord Remedies. Upon the occurrence of an Event of Default, Landlord (in addition to all other remedies available to Landlord under this Lease, by law, or in equity) may elect one or more of the following remedies:
- i. Landlord may terminate the Lease. In the event Landlord elects to terminate this Lease by reason of an Event of Default, then notwithstanding such termination Tenant shall be liable for and shall pay to Landlord: a) all Costs and Expenses (defined below in Subsection 28(C)); *plus* b) the sum of all Rent, Additional Rent, and other amounts payable to Landlord pursuant to this Lease that have accrued to the date of such termination; *plus* c) as damages, an amount equal to the present value of the total Rent for the remaining portion of the Lease Term had such Lease not been terminated by Landlord, the foregoing present values shall be based upon a discount rate of two percent (2%) per annum.
 - ii. Landlord may repossess the Premises, and evict Tenant, without terminating the Lease. In the event that Landlord elects to repossess the Premises without terminating this Lease, then Tenant shall be liable for and shall pay to Landlord: a) all Costs and Expenses; *plus* b) all Rent, Additional Rent, and other amounts payable to Landlord pursuant to this Lease that have accrued to the date of such repossession; *plus* c) total Rent required to be paid by Tenant to Landlord during the remainder of the Lease Term, diminished by any net sums thereafter actually received by Landlord through re-letting the Premises during such period (after deducting Costs and Expenses incurred by Landlord). In re-letting the Premises on Tenant's behalf, Landlord shall be entitled to grant any concessions it deems advisable, including reduced or abated rent. In no event shall Tenant be entitled to any excess Rent obtained by re-letting.
- C. Costs and Expenses. For purposes of this Lease, "Costs and Expenses" are defined as:
- i. costs and expenses incurred by Landlord to obtain possession of the Premises, including attorney's fees;
 - ii. broker's fees and other professional fees incurred by Landlord in connection with re-letting the Premises or any part thereof;
 - iii. the costs of removing, storing and/or disposing of Tenant's or any other occupant's property;
 - iv. the amount of all damages suffered by Landlord as a result of Tenant's Event of Default prior to termination or recovery of the Premises, as the case may be;

- v. the cost of making repairs and replacements required to be made by Tenant hereunder, and of performing all covenants of Tenant relating to the condition of the Premises;
 - vi. the cost of repairing, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and
 - vii. all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies at law, equity, or hereunder, including reasonable attorneys' fees and costs, expert fees and costs, all expenses related to litigation, and court costs.
- D. No Obligation to Re-let. If after an Event of Default Landlord terminates this Lease or repossesses the Premise without termination, Landlord shall have no obligation to re-let or attempt to re-let the Premises or any portion thereof, or to collect rental after re-letting.
- E. No Surrender. Landlord's exercise of one or more remedies available to Landlord shall not constitute an acceptance or surrender of the Premises by Tenant, it being understood that such surrender can take effect only by a written surrender agreement between Landlord and Tenant. Any re-entry by Landlord may be pursuant to judgment obtained in eviction or unlawful detainer proceedings, by other legal proceedings, or without the necessity for any legal proceedings, as Landlord may elect. Under no circumstance shall Landlord be liable for trespass, tortious interference, or otherwise for its entry of the Premises. Further, Landlord may seek damages and exercise any other rights and remedies after recovering possession of the Premises, regardless of the means used to recover possession.
- F. Removal of Property. Upon the assignment, expiration, or termination of this Lease for any reason, Tenant shall immediately remove its personal property as shown on EXHIBIT C from the Premises. In the event Landlord takes possession of the Premises for any reason, Landlord shall have the right to remove Tenant's personal property (and any other property) from the Premises and CCC without being liable to Tenant for conversion or damages of any nature. Further, Tenant shall be liable to Landlord for all costs incurred by Landlord in connection removal, storage, or disposal of such property. Landlord shall also have the right to relinquish possession of all or any portion of Tenant's personal property (or any other property left by Tenant in the CCC) to any person who presents Landlord with a copy of any instrument purporting to give such person the right to take possession. Landlord shall not have any duty or obligation to inquire into the authenticity or effect of the instrument beyond what the instrument purports to allow on its face. Tenant agrees to indemnify, defend, and hold the Landlord harmless from all costs, expenses, losses, damages, and liabilities associated with Landlord's possession, removal, storage, or disposal of all or any portion of Tenant's personal property and any other property remaining in the Premises or CCC. Tenant shall be deemed to have abandoned the Premises and any property therein if, during the Term, Tenant does not operate its business in the Premises for fifteen (15) or more consecutive days, unless Tenant makes a written request that Landlord provide a letter stating otherwise. If the Term of the Lease expires or terminates and any of Tenant's personal property (and any other property) has not been

removed from the CCC after such expiration or termination, it shall be deemed abandoned and Tenant shall have no rights thereon.

G. Survival. The provisions of Section 28 shall survive the expiration or termination of this Lease.

29. Notice. Any notice, election, or payment required or permitted to be given or served by any party hereto or upon any other party will be deemed given to or served in accordance with the provisions of this Lease if the notice or election is deposited in a sealed envelope by certified U.S. mail, return receipt requested, postage prepaid. Each such mailed notice or election will be deemed to have been given to, or served upon, the party to whom addressed on the date the same is deposited with the U.S. Postal Service. To be effective, any notice must be properly addressed as follows, though either party, upon ten (10) days prior notice, may change its address for the purpose of notice under this Section 29 in the manner specified herein.

If to Landlord: City of Chaska
 Attn: City Administrator
 One City Hall Plaza
 Chaska, MN 55318

If to Tenant: Alphabet Junction Childcare Center 5, Inc.

Attn: _____

30. Governing Law. Tenant shall, at its sole cost and expense, comply with all the requirements of all municipal, state, and federal authorities now in force or which may hereafter be in force with respect to Tenant's use of Premises and the CCC, except for Landlord's obligations as defined in the Lease, and shall faithfully observe in the use of the Premises and CCC all municipal ordinances and the state and federal statutes now in force or which may hereafter be in force.

31. Building Renovation. Tenant acknowledges that Landlord may renovate the CCC during the Term of this Lease and that such renovation may entail some inconvenience to, or interruption of, the Business and its operation. Landlord shall not be liable to Tenant for any damages caused by such inconvenience or interruption (including consequential damages and lost profits) provided Landlord uses commercially reasonable efforts to minimize the same. Tenant acknowledges that any renovation of the CCC may impact the Premises in a variety of ways, including eliminate windows, impact sightlines, rearrange walls, ceilings, floors, airducts, utilities, and reconfigure, expand, shrink, eliminate, or add rooms, hallways, doors, windows, common areas, and other features throughout the CCC. Any renovation may cause Tenant to

lose access to certain areas of the CCC and/or require Tenant to temporarily or permanently relocate the Business from the Premises in the sole discretion of the Landlord. Tenant acknowledges that Landlord has the right to modify Sections 1 and 2 of the Lease before, during, and after the CCC renovation, which shall include the right to terminate the Lease.

32. Miscellaneous.

- A. Construction of Lease. Landlord and Tenant have participated jointly in the negotiation and drafting of this Lease and no presumption or burden of proof shall arise favoring or disfavoring any party. The word “including” shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained in this Lease to have independent significance. The captions used in this Lease are for convenience only and do not constitute terms of the Lease.
- B. Time. All references in this Agreement to “days” shall mean calendar days unless expressly referred to as “business days.” If the day for performance of any obligation under this Agreement is a Saturday, Sunday, or legal holiday, then the time for performance of that obligation shall be extended to the first following day that is not a Saturday, Sunday, or legal holiday. Time is of the essence.
- C. No Agency, Partnership or Joint Venture. This Lease does not create any partnership, joint venture, association, or principal and agent relationship between Landlord and Tenant. The sole relationship between Landlord and Tenant is that of landlord and tenant.
- D. No Waiver Implied. No waiver of any default of Tenant or Landlord hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
- E. Commissions. Landlord and Tenant each represent and warrant to each other that no commission or fee is due to any third party in regard to this Lease.
- F. Entire Agreement. All preliminary negotiations are merged into and incorporated in this Lease. This Lease can only be modified or amended by another written agreement signed by both Landlord and Tenant.
- G. Successors and Assigns. Subject to Section 15, this Lease shall bind and inure to the benefit of the respective heirs, successors, and assigns of the parties.
- H. Attorneys’ Fees and Court Costs. In any dispute or litigation between Landlord and Tenant concerning the default or alleged default by Landlord or Tenant under this Lease, the prevailing party shall be entitled to reimbursement by the other party of all reasonable attorneys’ fees and court costs incurred in such dispute or litigation.
- I. Law. This Lease is governed by and shall be construed according to Minnesota law.

- J. Exhibits and Recitals. The exhibits attached to this Lease and the provisions contained in such exhibits are incorporated by reference as material terms of the Lease. Further, the provisions contained in the introductory paragraph and any recitals of this Lease are also incorporated as material terms of the Lease.
- K. Counterparts and Facsimile Signatures. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, and together which shall constitute one and the same document. Signatures transmitted by fax, email or other electronic means shall be deemed binding, delivered and enforceable.
- L. Lease Only Effective upon Full Execution. Submission of this document for examination does not constitute an offer or option for the Premises. This Lease shall become effective only upon full execution and delivery by Landlord and Tenant.
- M. Force Majeure. “Force Majeure” shall mean causes beyond the reasonable control of a party, including without limitation acts of God; acts of a public enemy; war; rebellion; insurrection; riot; epidemic; quarantine restrictions; acts of any governmental authority or any political subdivision or any department or regulatory agency thereof or entity created thereby; orders of any court or arbitral body; acts of any person or persons engaged in subversive activity or sabotage; fires, floods, explosions, storms, earthquakes, pandemics, or other catastrophes; strikes or labor disputes; embargoes; unavoidable delays or inability to obtain equipment, labor, fuel, steam, water, electricity or materials or anything else necessary to operate the Business or the CCC. In the event either party hereto is prevented or delayed in the performance of any material term, condition, or obligation under this Lease (other than the payment of Rent and Additional Rent) due to Force Majeure, such party shall give notice to the other of the commencement, expected duration, and termination of any such Force Majeure contingency. Such party’s nonperformance shall be excused and the time for performance extended for the period of delay or inability to perform due to such Force Majeure.

[Counterpart Signature Pages to Follow]

IN WITNESS WHEREOF, the Landlord has caused this instrument to be executed, which is effective on the day and year first above written.

LANDLORD: **CITY OF CHASKA**

By: _____
Mark Windschitl, Mayor

By: _____
Matt Podhradsky, City Administrator

IN WITNESS WHEREOF, the Tenant has caused this instrument to be executed, which is effective on the day and year first above written.

TENANT: **ALPHABET JUNCTION CHILDCARE CENTER 5, INC.**

By: _____

Amber Pass, its _____

By: _____

Janelle Plaisted, its _____

EXHIBIT A

CCC Schematic: Main (Ground) Level

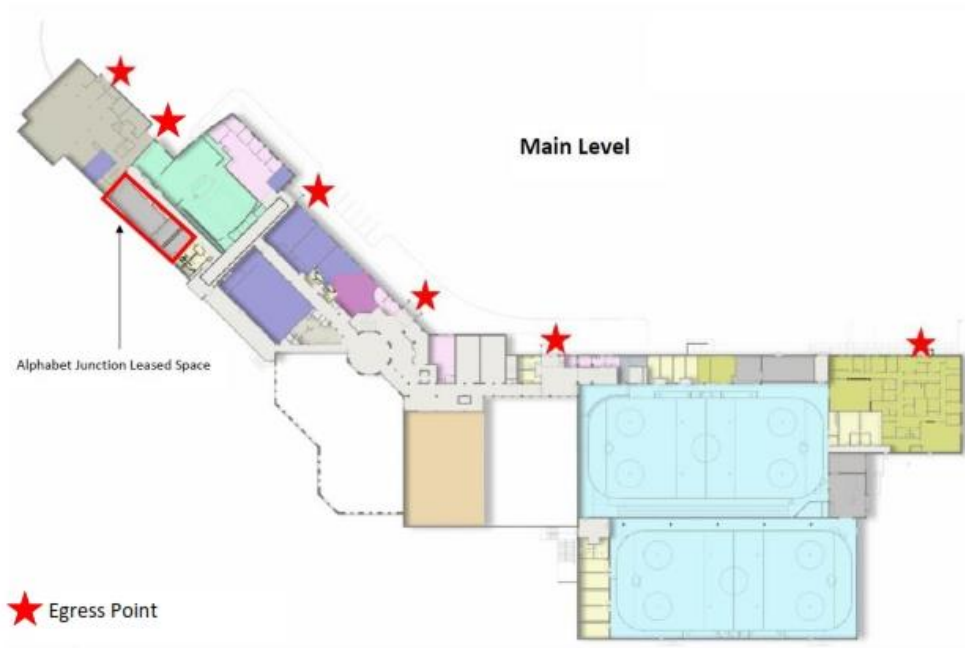


EXHIBIT A

CCC Schematic: Lower Level



EXHIBIT B

Schedule of Rent

Year	Period			Annual Rent	Monthly Installment
1	Commencement Date	to	August 31, 2023	\$50,355.52	\$4,196.29
2	September 1, 2023	to	August 31, 2024	\$51,866.18	\$4,322.18
3	September 1, 2024	to	August 31, 2025	\$53,422.17	\$4,451.85
4	September 1, 2025	to	August 31, 2026	\$55,024.83	\$4,585.40
5	September 1, 2026	to	August 31, 2027	\$56,675.58	\$4,722.96

Personal Property and Fixtures

21

APPENDIX A

Tenant Keys to the Premises: Check-in – Check-out

Tenant: Alphabet Junction Childcare Center 5, Inc.

Contacts: (1) Amber Pass, its _____

Phone: _____

Email: _____

(2) Janelle Plaisted its _____

Phone: _____

Email: _____

(3) _____, its _____

Phone: _____

Email: _____

Keys to Room	Number of Keys Given	Type of Keys	Date Checked-Out	Number of Keys Returned	Date Checked-In	Signature
River Room		Physical Key				
Park Room		Physical Key				
Baby Room		Physical Key				
CCC Door #		Key Fob				

REQUEST FOR ACTION

CHASKA CITY COUNCIL

08/29/2022

**Subject: Approve Issuance and Sale of Temporary Financing
for MN-Hwy 41 and CSAH 61 Projects**

Prepared By: Noel Graczyk, Administrative Services Director

Background

The City as the lead agency, in conjunction with the State of Minnesota and Carver County, is undertaking a \$31.8+ million reconstruction project on MN-Hwy 41 and CSAH 61. Construction on this project will commence summer 2022 and will continue through 2023. As the lead agency, the City will incur project expenditures related to State and County portions of the project that will then be reimbursed to the City by each agency. Temporary financing in the form of a draw down Line of Credit (LOC) will be issued by the City to finance cashflow needs during construction on this project. Total project costs are estimated as follows and are based on bids as received.

<u>Costs</u>	<u>Proportion</u>	<u>Amount</u>
State	~50%	\$15,872,899.52
County	~35%	\$11,088,530.00
City	~15%	\$ 4,840,368.96
Total All Projects	100%	\$31,801,798.47

The amount needed for the LOC is less than the total project costs based on funding previously advanced to the City by the County and from City designated Federal sources through the State and Local Fiscal Recovery Funds (SLFRF) program. The \$25.3 million PAR amount for the LOC was determined as follows.

<u>Costs</u>	<u>Amount</u>
Total All Projects	\$31,801,798.47
Less County Advance	(\$5,000,000.00)
Less City use of SLFRF Funds	(\$1,530,000.00)
Rounding Adjustment	\$ 28,201.53
Total LOC	\$25,300,000.00

The proposed LOC will have a term of just over 27 months and will expire on December 31, 2024. This will allow the City access to the LOC during both the 2022 and 2023 construction seasons as well in 2024 for completion of any outstanding portions of the project. The final amount for the City portion of the project will then be financed by issuance or bonded debt to be issued by the City in 2024.

The use of LOC to finance this project is consistent with what the City did in 2019 when the City issued a temporary LOC for construct of the interchange at MN-Hwy 212 and CSAH 44.

In 2019 the City competitively received three proposals from two banks to privately place a LOC. Old National Bank (ONB) was selected based on a lower total interest cost, lower costs of issuance, and ease of required legal documents for issuance. Based on familiarity ONB has with the City and this type of financing the City solicited proposals for a LOC in 2022 from ONB. Baker Tilly, Municipal Advisor to the City, and City staff reviewed two proposals from ONB and it was determined that fixed rate proposal at 3.67% was competitive in current interest rate markets.

Attached is a recommendation letter from Baker Tilly that reviews the process for selection of ONB for private placement of this temporary debt as well as the selection of the fixed rate option. Mr. Paul Steinman, Director at Baker Tilly will be at the meeting to review the selection process, proposal recommendation, structure of the LOC to be issued.

Also attached is the term sheet for the LOC that lists cost of issuance at \$45,000 and includes estimated construction draw and debt service schedules.

Dorsey and Whitney. LLP, Bond Counsel to the City, has prepared a draft form of the resolution for issuance of the temporary financing. Currently, counsels for both the City and ONB are continuing with their reviews of this proposed resolution. A final version of this resolution will be provided at the meeting on Monday if any changes to the proposed resolution are made.

Staff recommends adoption of the proposed resolution for acceptance of the fixed rate proposal from ONB to place a \$25.3 million LOC for the MN-Hwy 41 and CSAH 61 Project.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2022-110 Authorizing Issuance, Awarding Sale, Prescribing The Form And Details And Providing For The Payment of \$25,300,000 General Obligation Temporary State Aid Street Bonds, Series 2022A.

Baker Tilly US, LLP

30 East Seventh Street, Ste. 3025
St. Paul, MN 55101
United States of America

T: +1 (651) 223 3000

F: +1 (651) 223 3046
bakertilly.com

To: Noel Graczyk, Administrative Services Director

From: Christine Hogan and Paul Steinman

Date: August 25, 2022

Subject: Line of Credit for financing of General Obligation Temporary State Aid Street Bonds, Series 2022A (the Series 2022A Bonds).

The purpose of this memo is to provide the results of the solicitation of an offer from Old National Bank (“ONB” or the “Bank”) for the purchase of the City’s Series 2022A Bonds by means of a \$25.3M line of credit and to recommend award of the Bonds to Old National Bank. Such request was to establish a flexible and available low-cost financing source for State Highway 41 and County Highway 61 projects.

The City conducted a similar financing transaction whereby they solicited banks for a Line of Credit for their 2019A Bonds and concluded by selecting Old National Bank. That decision was made based on several factors including that the Bank would not charge the City an “unused commitment” fee (no fee on the part of the LOC that remains unused), no fees other than Bank Council fee, ease of legal documents, and favorable interest rates. Due to the favorable experience the City had with ONB on that transaction and the familiarity ONB has with the City and this type of financing, we solicited proposals only from ONB for the Series 2022B Bonds.

Old National Bank provided two proposals: one for a fixed rate and one for a floating/variable rate. The fixed rate option is 3.67% and the variable rate option is 2.82%, based on the SOFR (secured overnight financing rate) index as of August 15, 2022. After some discussion including the current volatility in the market, the reset risk of the variable rate and our view that the SOFR index is more likely to increase vs. decrease over the next 24 months, we recommend the fixed rate proposed at an interest rate of 3.67%. ONB also proposed reasonable bank counsel fee and no fee on the unused portion of the LOC.

TERM SHEET
August 25, 2022

City of Chaska, Minnesota
\$25,300,000 General Obligation Temporary State-Aid Street Bonds, Series 2022A

<i>Title:</i>	General Obligation Temporary State Aid Street Bonds, Series 2022A		
<i>Purchaser:</i>	Old National Bank, St. Louis Park, Minnesota		
<i>Par Amount:</i>	\$25,300,000		
<i>Title:</i>	General Obligation Temporary State-Aid Street Bonds, Series 2022A		
<i>Draw Period and Principal Payments:</i>	The LOC will mature over a two-year draw period with a final maturity of December 31, 2024. No interim scheduled principal payments will be made. Draws will not be less than \$100,000 with the first draw made at closing. A preliminary draw schedule is attached.		
<i>Interest Payments:</i>	Interest will be paid quarterly each, January 1, April 1, July 1, and October 1, commencing on January 1, 2023.		
<i>Interest Rate:</i>	Interest rate will be a fixed rate of 3.67%. Interest will be calculated on the basis of 30-day months and 360-day years (30/360).		
<i>Description of Project:</i>	The City together with the County and Minnesota Department of Transportation are jointly working on the Downtown Highway 41 Project (the "Project") in the City. The Project is being undertaken in downtown Chaska is a two-lane road with turn lanes that better balances roadway needs with the pedestrian space. The addition of streetscaping, pedestrian/bicyclist connections, and gathering spaces will create a more comfortable and inviting environment for all users. These improvements will preserve and enrich the downtown ambience while making it a popular destination and hub of the community. The Project includes street reconstruction, streetscaping, upgraded utility lines, additional parking lots/spaces, pedestrian connections/spaces, and a new pedestrian tunnel along State Highway 41 and County Highway 61. The total estimated cost of the Project including costs of issuance is \$25,300,000 to be financed through the LOC.		
<i>Costs of Issuance:</i>	Costs of issuance in the total amount not to exceed \$45,000 and as detailed below, will be paid out of the LOC:		
	Municipal Advisor - Baker Tilly	\$	20,000.00
	Bond Counsel - Dorsey & Whitney LLP	\$	20,000.00
	Bank Counsel - Winthrop & Weinstine, P.A.	\$	<u>5,000.00</u>
	Total	\$	45,000.00

<i>Optional Redemption:</i>	The LOC will be callable in whole or in part at any time at a price of par plus accrued interest.
<i>Security and Source of Payment:</i>	The LOC will be a general obligation of the City, secured by its full faith and credit and taxing power.
<i>Statutory Authority:</i>	The Bonds are being issued pursuant to Minnesota Statutes, Section 475 and Section 162.18. Pursuant Minnesota Statute, Section 162, the average annual amount of principal and interest due in any calendar year on all outstanding state aid bonds including the LOC cannot exceed 90% of the City's last annual allotment for construction. The City's 2021 construction allotment is \$1,019,115 and 90% of that is \$917,204. The average annual debt service for the outstanding state aid bonds (Series 2021A Bonds) and the LOC is calculated to be \$373,016.50, which is within the statutory limit.
<i>Rating:</i>	The LOC will not be rated.
<i>Tax Status:</i>	The LOC will be a tax-exempt obligation.
<i>Not Bank Qualified:</i>	This issue exceeds the \$10 million limitation for bank qualification; therefore, the LOC is not designated as bank qualified.
<i>Legal:</i>	Dorsey & Whitney LLP, Minneapolis, Minnesota will serve as bond counsel on matters relating to the LOC and tax matters.
<i>Registrar/Paying Agent:</i>	The City will serve as their own Paying Agent and Registrar for the LOC.
<i>Attachments:</i>	Sources and uses, construction draw schedule and debt service.

\$25,300,000

City of Chaska, Minnesota
General Obligation Temporary State Aid Street Bonds, Series 2022A
Line of Credit - Old National Bank - Fixed Rate

Sources & Uses

Dated 09/15/2022 | Delivered 09/15/2022

Sources Of Funds

Par Amount of Bonds..... \$25,300,000.00

Total Sources..... \$25,300,000.00

Uses Of Funds

Deposit to Project Construction Fund *..... 25,300,000.00

Total Uses..... \$25,300,000.00

*** Includes COI of \$45,000 as follows:**

Municipal Advisor - Baker Tilly	\$20,000
Bond Counsel - Dorsey & Whitney	\$20,000
Bank Council - Winthrop & Weinstine	\$5,000
Total	\$45,000

\$25,300,000

City of Chaska, Minnesota

General Obligation Temporary State Aid Street Bonds, Series 2022A

Line of Credit - Old National Bank - Fixed Rate

Operation Of Project Construction Fund

Date	Principal	Costs of Issuance	Receipts	Disbursements	Cash Balance
09/15/2022	55,000.00	45,000.00	100,000.00	100,000.00	-
10/01/2022	2,575,000.00		2,575,000.00	2,575,000.00	-
11/01/2022	2,575,000.00		2,575,000.00	2,575,000.00	-
12/01/2022	1,289,000.00		1,289,000.00	1,289,000.00	-
01/01/2023	941,000.00		941,000.00	941,000.00	-
02/01/2023	941,000.00		941,000.00	941,000.00	-
03/01/2023	941,000.00		941,000.00	941,000.00	-
04/01/2023	941,000.00		941,000.00	941,000.00	-
05/01/2023	1,883,000.00		1,883,000.00	1,883,000.00	-
06/01/2023	1,883,000.00		1,883,000.00	1,883,000.00	-
07/01/2023	1,883,000.00		1,883,000.00	1,883,000.00	-
08/01/2023	1,883,000.00		1,883,000.00	1,883,000.00	-
09/01/2023	1,883,000.00		1,883,000.00	1,883,000.00	-
10/01/2023	1,883,000.00		1,883,000.00	1,883,000.00	-
11/01/2023	1,883,000.00		1,883,000.00	1,883,000.00	-
12/01/2023	916,000.00		916,000.00	916,000.00	-
01/01/2024	100,000.00		100,000.00	100,000.00	-
02/01/2024	100,000.00		100,000.00	100,000.00	-
03/01/2024	100,000.00		100,000.00	100,000.00	-
04/01/2024	100,000.00		100,000.00	100,000.00	-
05/01/2024	100,000.00		100,000.00	100,000.00	-
06/01/2024	100,000.00		100,000.00	100,000.00	-
07/01/2024	100,000.00		100,000.00	100,000.00	-
08/01/2024	100,000.00		100,000.00	100,000.00	-
09/01/2024	100,000.00		100,000.00	100,000.00	-
Total	\$25,255,000.00	\$45,000.00	\$25,300,000.00	\$25,300,000.00	-

\$25,300,000

City of Chaska, Minnesota

General Obligation Temporary State Aid Street Bonds, Series 2022A

Line of Credit - Old National Bank - Fixed Rate

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/15/2022	-	-	-	-
01/01/2023	-	-	44,398.84	44,398.84
04/01/2023	-	-	77,262.68	77,262.68
07/01/2023	-	-	111,806.55	111,806.55
10/01/2023	-	-	163,636.13	163,636.13
01/01/2024	-	-	212,508.29	212,508.29
04/01/2024	-	-	225,705.00	225,705.00
07/01/2024	-	-	228,457.50	228,457.50
10/01/2024	-	-	231,210.00	231,210.00
12/31/2024	25,300,000.00	3.670%	232,127.50	25,532,127.50
Total	\$25,300,000.00	-	\$1,527,112.49	\$26,827,112.49

Yield Statistics

Bond Year Dollars.....	\$58,049.44
Average Life.....	2.294 Years
Average Coupon.....	2.6307099%
Net Interest Cost (NIC).....	2.6307099%
True Interest Cost (TIC).....	2.6207576%
Bond Yield for Arbitrage Purposes.....	2.6207576%
All Inclusive Cost (AIC).....	2.6207576%

IRS Form 8038

Net Interest Cost.....	2.6307099%
Weighted Average Maturity.....	2.294 Years

CERTIFICATION OF MINUTES RELATING TO
\$25,300,000 GENERAL OBLIGATION TEMPORARY STATE AID STREET BONDS,
SERIES 2022A

Issuer: City of Chaska, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held August 29, 2022, at 7:00 p.m., at City Hall.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. 2022-110

RESOLUTION AUTHORIZING ISSUANCE, AWARDING
SALE, PRESCRIBING THE FORM AND DETAILS AND
PROVIDING FOR THE PAYMENT OF \$25,300,000 GENERAL
OBLIGATION TEMPORARY STATE AID STREET BONDS,
SERIES 2022A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the Bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said Bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer _____, 2022.

City Administrator

Councilmember _____ introduced the following resolution and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION NO. 2022-110

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$25,300,000 GENERAL OBLIGATION TEMPORARY STATE AID STREET BONDS, SERIES 2022A

BE IT RESOLVED by the City Council (the “Council”), of the City of Chaska, Minnesota (the “City”), as follows:

Section 1. Authorization and Sale.

1.01. Authorization. Pursuant to Minnesota Statutes, Section 475.61, subdivision 6 and Section 162.18, this Council hereby determines to issue and sell \$25,300,000 principal amount of General Obligation Temporary State Aid Street Bonds, Series 2022A, of the City (the “Bonds”) to finance the cost of state aid street improvement projects within the City (the “Projects”). The average annual amount of principal and interest due in all subsequent calendar years on the Bonds, other than principal paid from definitive bonds, and any similar obligations of the City which are outstanding (\$373,016.50), shall not exceed 90% (\$917,204) of the amount of the last annual allotment (\$1,019,115) received by the City from the construction account in the municipal state aid street fund.

1.02. Sale. The Bonds are exempt from public sale requirements pursuant to Minnesota Statutes, Section 475.60, subdivision 2(9). A proposal has been received from Old National Bank, in Evansville, Indiana (the “Purchaser”), to purchase the Bonds at a price equal to the face amount thereof, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser.

Section 2. Bond Terms; Registration; Execution and Delivery.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the City Council to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated September 15, 2022, shall be in the denomination of \$100,000 each, or any integral multiple of \$5,000 in excess thereof, of single maturities, shall mature on December 31, 2024, and shall bear interest from their date of issue until paid or duly called for redemption at the rate of 3.670% per annum, provided that interest shall accrue only on the aggregate principal amount of the Bonds actually disbursed and outstanding.

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein.

2.03. Dates and Interest Payment Dates. Interest on the Bonds shall be payable quarterly on January 1, April 1, July 1, and October 1 in each year, commencing January 1, 2023, to the owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption. The Bonds shall be subject to redemption and prepayment at the option of the City, in whole or in part, on any date, and if in part, by lot as selected by the Registrar in multiples of \$5,000, at a price equal to the principal amount thereof and accrued interest to the date of redemption.

The City Administrator shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty and not more than 60 days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.06 hereof, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

2.05. Appointment of Initial Registrar. The City hereby appoints the City Administrator as the initial bond registrar, transfer agent and paying agent (the “Registrar”) for the Bonds. The City reserves the right to remove the Registrar upon thirty days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate

and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of an Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of an Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called

for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid Bonds of the City, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Administrator and shall be executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the City Administrator shall deliver them to the Purchaser.

2.08. Form of Bonds. The Bonds shall be prepared in substantially the form found at EXHIBIT A.

Section 3. Disbursements; Use of Proceeds. Proceeds of the Bonds shall be disbursed by Purchaser to the City on a cost reimbursement basis in individual disbursements or advances of not less than \$100,000. Advances of proceeds shall not exceed the principal amount of the Bonds (\$25,300,000).

Section 4. General Obligation Temporary State Aid Street Bonds, Series 2022A Debt Service Fund. There is hereby created and shall be maintained on the official books and records of the City a General Obligation Temporary State Aid Street Bonds, Series 2022A Debt Service Fund (the "Debt Service Fund"), the moneys in which shall be used solely for the payment of the principal of and interest on the Bonds. There is hereby irrevocably appropriated to the Debt Service Fund, out of moneys allotted and to be allotted to the City from its account in the municipal state aid street fund of the State of Minnesota, such amount as shall be sufficient to pay the principal of and interest on the Bonds when due, subject to abatement from other funds received by the City for application to debt service on or prepayment of the Bonds, including but not limited to reimbursements received with respect to the Projects, the proceeds of permanent obligations or the proceeds of taxes levied pursuant to Section 5 hereof.

Section 5. Pledge of Taxing Powers. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City shall be and are hereby irrevocably pledged. However, it is presently estimated that the state aid allotments, together with other funds to be appropriated by the City to the Debt Service Fund, will produce amounts not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds and therefore no ad valorem taxes are required to be levied at this time.

Section 6. Defeasance. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the holders of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Purchaser on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Purchaser a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also at any time discharge its obligation with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity.

Section 7. Certification of Proceedings.

7.01. Registration of Bonds and Levy of Taxes. The City Administrator is hereby authorized and directed to file a certified copy of this resolution with the County Auditor of Carver County and obtain a certificate that the Bonds have been duly entered upon the Auditor's bond register.

7.02. Authentication of Transcript. The officers of the City and the County Auditor are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

Section 8. Tax Covenants; Arbitrage Matters; Reimbursement and Continuing Disclosure.

8.01. General Tax Covenant. The City covenants and agrees with the registered owners from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any actions that would cause interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code") and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. In particular, the City covenants and

agrees that all proceeds of the Bonds will be expended solely for the payment of the costs of the Project. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Project or security for the payment of the Bonds which might cause the Bonds to be considered “private activity bonds” or “private loan bonds” pursuant to Section 141 of the Code.

8.02. Certification. The Mayor and City Administrator, being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and Regulations.

8.03. Arbitrage Rebate. The City acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

8.04. Reimbursement. The City certifies that the proceeds of the Bonds will not be used by the City to reimburse itself for any expenditure with respect to the Project which the City paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that a declaration of official intent shall not be required (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Project as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

8.05. Not Qualified Tax-Exempt Obligations. The Bonds will not be designated as “qualified tax-exempt obligations.”

8.06. No Continuing Disclosure; Financial Information.

(a) Nothing in this Resolution constitutes a direct or indirect written agreement or contract of the City to provide the Purchaser or the Municipal Securities Rulemaking Board (the “MSRB”) annual financial information, audited financial statements or any notice pursuant to Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”). In connection with the City’s compliance with any continuing disclosure undertakings (each, a “Continuing Disclosure Agreement”) entered into by the City on and after February 27, 2019, pursuant to the Rule, the Purchaser acknowledges that the City may be required to file with the MSRB’s Electronic Municipal Market Access system, or

its successor (“EMMA”), notice that the City has incurred obligations under this Resolution and notice of certain subsequent events reflecting financial difficulties in connection with the Bonds. City staff are hereby authorized to work with the City’s municipal advisor or dissemination agent to provide to the MSRB, through EMMA, a material event notice relating to the incurrence of a financial obligation for the Bonds.

(b) During the term of the Bonds, the City agrees that it will furnish to the Purchaser or EMMA current audited financial statements in reasonable detail with supporting schedules (the “Disclosure Information”) as soon as practicable after the City’s acceptance thereof, and in any case within 360 days after the end of each fiscal year. Financial statements and schedules may be in electronic .PDF format. If the Disclosure Information is not available within 360 days of fiscal year end, the City will furnish unaudited financial statements to the Purchaser, and will then supply the Disclosure Information to the Purchaser or EMMA immediately upon the availability thereof. The City further agrees that it will permit the Purchaser or its agents and representatives to inspect the City’s books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt the normal business routine of the City. The City shall furnish to the Purchaser such other financial information at such reasonable times as the Purchaser may request; provided the City provides such other financial information to the MSRB through EMMA on the same date as the City provides such other financial information to Purchaser.

Upon vote being taken upon the foregoing resolution, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF CARVER
CITY OF CHASKA

GENERAL OBLIGATION TEMPORARY STATE AID STREET BOND,
SERIES 2022A

R-1 \$25,300,000

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
3.670%	December 31, 2024	September 15, 2022

REGISTERED OWNER: OLD NATIONAL BANK

PRINCIPAL AMOUNT: 25,300,000

THE CITY OF CHASKA, MINNESOTA (the City), acknowledges itself to be indebted and for value received hereby promises to pay the principal sum specified above, or such lesser amount as has been advanced and remains outstanding, on the maturity date specified above, with interest on such disbursed and outstanding amount from the latest of the date hereof, the date of disbursement or the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate of 3.670%, payable quarterly on January 1, April 1, July 1, and October 1 in each year, commencing January 1, 2023, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month, all subject to the provisions hereof regarding redemption prior to maturity. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft or other agreed means of payment by City Administrator, as Registrar and Paying Agent (the Registrar), or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$25,300,000 issued pursuant to a resolution adopted by the City Council on August 29, 2022 (the Resolution), to finance the cost of state aid street improvement projects within the City (the Projects). The Bonds are issuable only in fully registered form, in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, of single maturities.

Bonds shall be subject to redemption and prepayment at the option of the City, in whole or in part, on any date, and, in the case of partial prepayment, by lot as selected by the Registrar, in multiples of \$5,000, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City Administrator shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty and not more than 60 days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in the Resolution, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the

redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed prior to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the City Council has by the Resolution irrevocably pledged and appropriated to a separate and special debt service fund to be maintained for the payment of this and other bonds issued under Section 162.18, as long as any of such bonds are outstanding, an amount of the moneys allotted and to be allotted to the City from its account in the municipal state aid street fund of the State of Minnesota sufficient to pay principal of and interest on the Bonds when due, subject to abatement from other sources; that if in any year the moneys so allotted and transferred to the debt service fund should be insufficient to pay all principal of and interest on the Bonds due in such year, the City is obligated to pay such deficiency out of its general fund and to levy a direct, irrepealable ad valorem tax upon all taxable property within its corporate limits for the repayment of such deficiency, which levy may be made without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Chaska, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

CITY OF CHASKA, MINNESOTA

Facsimile signature City Administrator

Facsimile signature Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

CITY ADMINISTRATOR, as Registrar

By _____

[illegible]

ASSIGNMENT

Dated:

Signature Guaranteed:

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE:

COUNTY AUDITOR'S CERTIFICATE
AS TO REGISTRATION AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Carver County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on August 29, 2022, by the City Council of the City of Chaska, Minnesota, setting forth the form and details of an issue of \$25,300,000 General Obligation Temporary State Aid Street Bonds, Series 2022A, dated as of the date of issuance thereof.

I further certify that the issue has been entered on my bond register, as required by Minnesota Statutes, Sections 475.62 to 475.63.

WITNESS my hand and official seal this ____ day of _____, 2022.

(SEAL)

County Auditor

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING:

August 29, 2022

Paid and Unpaid Invoices:

Check #'s 343632-343788

\$475,285.69

Paid Electronic Invoices:

Wire #'s 3359-3377

\$4,944,566.68

Amount for Approval-Council Meeting:

August 29, 2022

<u>\$5,419,852.37</u>

VENDOR INVOICE LIST

Checks

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102555 ABLE HOSE & RUBBER LLC										
228547-001		08/11/2022	083022	343651	577.41	577.41	09/11/2022	INV	PD	SEWER HOSE AND CLAMPS
CHECK DATE: 08/30/2022										
103825 ACUSHNET COMPANY										
300395862		07/26/2022	083022	343652	-2,027.70	-2,027.70	08/31/2022	CRM	PD	RESALE CREDIT
CHECK DATE: 08/30/2022										
913911037		08/04/2022	083022	343652	51.45	51.45	09/03/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
913919031		08/05/2022	083022	343652	78.55	78.55	09/04/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
913930525		08/08/2022	083022	343652	662.85	662.85	10/07/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
913955938		08/11/2022	083022	343652	83.48	83.48	04/08/2023	INV	PD	DEMO/RENTALS
CHECK DATE: 08/30/2022										
913974489		08/15/2022	083022	343652	237.81	237.81	09/14/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
913974548		08/15/2022	083022	343652	964.11	964.11	10/14/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
914008263		08/20/2022	083022	343652	649.83	649.83	10/19/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
					700.38					
106669 ADIDAS AMERICA INC										
6157440192		08/05/2022	083022	343653	2,960.54	2,960.54	10/04/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
100843 AH HERMEL CANDY & TOBACCO CO										
937588		07/27/2022	083022	343654	211.09	211.09	08/26/2022	INV	PD	Concession Resale, INT
CHECK DATE: 08/30/2022										
938672		08/03/2022	083022	343654	289.95	289.95	09/03/2022	INV	PD	Concession Resale
CHECK DATE: 08/30/2022										
939584		08/10/2022	083022	343654	482.90	482.90	09/10/2022	INV	PD	Concession Resale
CHECK DATE: 08/30/2022										
81609		06/10/2022	083022	343654	-12.43	-12.43	09/30/2022	CRM	PD	CONCESSION STAND CREDI
CHECK DATE: 08/30/2022										

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
C81719		06/17/2022	083022	343654	-37.05	-37.05	09/30/2022	CRM	PD	CONCESSION STAND RESAL
CHECK DATE: 08/30/2022										
100048 AIM ELECTRONICS INC					934.46					
43851		08/02/2022	083022	343655	2,480.00	2,480.00	09/01/2022	INV	PD	SCOREBOARD PARTS COMM
CHECK DATE: 08/30/2022										
110754 AMOROSI, KARA										
35002		08/15/2022	083022	343656	4.12	4.12	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/30/2022										
100103 ANCOM TECHNICAL CENTER										
109637		08/02/2022	083022	343657	102.40	102.40	09/01/2022	INV	PD	BATTERY FOR 2-WAY RADI
CHECK DATE: 08/30/2022										
109851		08/16/2022	083022	343657	245.00	245.00	09/15/2022	INV	PD	SVC CALL ON TOWER 11 H
CHECK DATE: 08/30/2022										
100119 SHAKOPEE VALLEY FORD					347.40					
332801FOW		08/10/2022	083022	343658	57.88	57.88	09/10/2022	INV	PD	#707 WHEEL COVER
CHECK DATE: 08/30/2022										
100122 ARAMARK REFRESHMENT SERVICES										
2090942		08/17/2022	083022	343659	81.71	81.71	09/17/2022	INV	PD	Coffee for the breakro
CHECK DATE: 08/30/2022										
100146 ASPEN MILLS INC										
298897		08/17/2022	083022	343660	487.42	487.42	09/18/2022	INV	PD	DUTY UNIFORM-JOHNSON
CHECK DATE: 08/30/2022										
110749 BARTSCH, KENDRA										
31371		08/15/2022	083022	343661	51.15	51.15	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/30/2022										
100174 BAUER BUILT TIRE AND BATTERY										
180283438		08/04/2022	083022	343662	188.42	188.42	09/15/2022	INV	PD	# 707 TIRES FOR LOCATI
CHECK DATE: 08/30/2022										

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
180283681 CHECK DATE: 08/30/2022		08/10/2022	083022	343662	1,074.12	1,074.12	09/15/2022	INV	PD	TIRES FOR SQUAD CARS
180284114 CHECK DATE: 08/30/2022		08/19/2022	083022	343662	651.00	651.00	09/15/2022	INV	PD	#234 LAWN MOWER TIRES
180284132 CHECK DATE: 08/30/2022		08/19/2022	083022	343662	796.80	796.80	09/15/2022	INV	PD	#112 FRONT TIRE
					2,710.34					
100182 BECKER ARENA PRODUCTS INC										
605757 CHECK DATE: 08/30/2022		08/17/2022	083022	343663	610.00	610.00	09/17/2022	INV	PD	Hockey Goal Shot Train
105265 BEEBE, DENISE										
104147 CHECK DATE: 08/30/2022		08/09/2022	083022	343664	18.19	18.19	09/16/2022	INV	PD	PRIMARY ELECTION MILEA
100214 BORDER STATES INDUSTRIES INC										
924755314 CHECK DATE: 08/30/2022	220147	08/15/2022	083022	343665	44.29	44.29	09/25/2022	INV	PD	FUSE INLINE 5AMP FNM
924755315 CHECK DATE: 08/30/2022	220147	08/15/2022	083022	343665	114.78	114.78	09/25/2022	INV	PD	FUSE INLINE 5AMP FNM
924755317 CHECK DATE: 08/30/2022	220147	08/15/2022	083022	343665	143.48	143.48	09/25/2022	INV	PD	FUSE INLINE 5AMP FNM
					302.55					
100220 BOYER FORD TRUCKS INC										
008P13694 CHECK DATE: 08/30/2022		08/16/2022	083022	343666	97.15	97.15	09/16/2022	INV	PD	#112 DRIVE SHAFT BEARI
100226 BRAUN INTERTEC CORPORATION										
B305216 CHECK DATE: 08/30/2022		08/15/2022	083022	343667	253.50	253.50	09/15/2022	INV	PD	2021 DT RECON-CMT
100275 CALLAWAY GOLF										
935321551 CHECK DATE: 08/30/2022		08/04/2022	083022	343668	959.40	959.40	12/02/2022	INV	PD	RESALE

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110736	CARPENTER, RANDY									
35478		08/15/2022	083022	343669	88.90	88.90	09/15/2022	INV	PD	METER DEPOSIT REFUND-1
	CHECK DATE: 08/30/2022									
100332	CENTERPOINT ENERGY RESOURCES CORP									
109045922	JUL22	08/05/2022	081622	343632	9,199.94	9,199.94	09/02/2022	INV	PD	JUL 1661 PARK RIDGE DR
	CHECK DATE: 08/16/2022									
109052076	JUL22	08/05/2022	081622	343632	4,056.10	4,056.10	09/02/2022	INV	PD	JUL 1611 PARK RIDGE GA
	CHECK DATE: 08/16/2022									
80000146268	JUL22	08/12/2022	082522	343644	1,370.38	1,370.38	09/08/2022	INV	PD	JUL GAS SVC
	CHECK DATE: 08/25/2022									
80000167793	JUL22	08/12/2022	082522	343644	78.60	78.60	09/08/2022	INV	PD	JUL CITY PKS GAS SVC
	CHECK DATE: 08/25/2022									
80000167843	JUL22	08/12/2022	082522	343644	1,645.98	1,645.98	09/08/2022	INV	PD	JUL GAS SVC
	CHECK DATE: 08/25/2022									
100337	QWEST CORPORATION				16,351.00					
304905616		08/16/2022	082522	343646	2,086.40	2,086.40	09/15/2022	INV	PD	AUG INTERNET SERVICE
	CHECK DATE: 08/25/2022									
313196254	AUG22	08/18/2022	082522	343645	597.51	597.51	09/12/2022	INV	PD	AUG CITY HALL LOC PHN
	CHECK DATE: 08/25/2022									
313249294	AUG22	08/11/2022	082522	343645	54.97	54.97	09/06/2022	INV	PD	AUG TC MAINT LOC PHN S
	CHECK DATE: 08/25/2022									
313408124	AUG22	08/11/2022	082522	343645	127.89	127.89	09/06/2022	INV	PD	AUG TC MAINT LOC PHN S
	CHECK DATE: 08/25/2022									
314238800	AUG22	08/18/2022	082522	343645	74.16	74.16	09/12/2022	INV	PD	AUG MSB LOC PHN SVC
	CHECK DATE: 08/25/2022									
100374	CHANHASSEN, CITY OF				2,940.93					
July 2022		08/17/2022	083022	343670	29.41	29.41	09/08/2022	INV	PD	JUL HWY41/82ND ST SIGN
	CHECK DATE: 08/30/2022									
110240	CINTAS CORPORATION NO 2									
9186705014		08/01/2022	083022	343671	545.00	545.00	08/31/2022	INV	PD	AED maintenance
	CHECK DATE: 08/30/2022									

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102293 CITY OF CHASKA-ELECT										
XMAS IN MAY 2022-2		08/05/2022	083022	343672	2,919.00	2,919.00	09/05/2022	INV	PD	JUL REBATE-XMAS IN MAY
CHECK DATE: 08/30/2022										
103458 CITY OF CHASKA-PUBLIC WORKS										
D22-10003		08/09/2022	083022	343673	126.00	126.00	09/09/2022	INV	PD	LION'S PARK SHELTER DE
CHECK DATE: 08/30/2022										
100428 COBRA GOLF INC										
G3033830		08/06/2022	083022	343674	113.00	113.00	10/05/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
100768 CODE 4 SERVICES INC										
7498		08/17/2022	083022	343675	1,607.18	1,607.18	09/16/2022	INV	PD	SQUAD #1222 SETUP-ROUT
CHECK DATE: 08/30/2022										
100436 COMCAST CORPORATION										
0036243/AUG22-TC		08/07/2022	082322	343640	228.05	228.05	09/01/2022	INV	PD	AUG TC CABLE
CHECK DATE: 08/23/2022										
0055482/AUG22-FD		08/12/2022	082522	343647	6.75	6.75	09/06/2022	INV	PD	AUG FD CABLE
CHECK DATE: 08/25/2022										
104138		08/09/2022	082322	343640	79.80	79.80	09/03/2022	INV	PD	Aug PD Cable
CHECK DATE: 08/23/2022										
109773 COMMUNITY DESIGN GROUP INC					314.60					
FJ-015		08/11/2022	083022	343676	5,736.85	5,736.85	09/11/2022	INV	PD	Ped/Bike Plan-Jun/Jul
CHECK DATE: 08/30/2022										
109253 COMPUTER INFORMATION SYSTEMS INC										
236948		08/23/2022	083022	343677	26,462.33	26,462.33	12/01/2022	INV	PD	CIS System and Service
CHECK DATE: 08/30/2022										
105466 COMPUTER INTEGRATION TECHNOLOGIES INC										
333178		08/15/2022	083022	343678	4,016.00	4,016.00	09/14/2022	INV	PD	AUG OFFICE 365 AGREEME
CHECK DATE: 08/30/2022										

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
107686	CONCENTRA HEALTH SERVICES INC									
15850453		07/20/2022	082322	343641	310.00	310.00	09/01/2022	INV	PD	ADMIN FEE, DRUG TESTIN
	CHECK DATE: 08/23/2022									
110741	COPAS, JOE									
36496		08/15/2022	083022	343679	137.28	137.28	09/15/2022	INV	PD	METER DEPOSIT REFUND-1
	CHECK DATE: 08/30/2022									
106301	CORE AND MAIN LP									
R409174	220149	08/17/2022	083022	343680	453.60	453.60	09/17/2022	INV	PD	INVENTORY - BOX ADJ VA
	CHECK DATE: 08/30/2022									
R415013	220151	08/18/2022	083022	343680	3,046.15	3,046.15	09/18/2022	INV	PD	INVENTORY-ANODE BAGS &
	CHECK DATE: 08/30/2022									
					3,499.75					
100488	DAKOTA COUNTY TECHNICAL COLLEGE									
1057149		07/23/2022	083022	343681	500.00	500.00	08/23/2022	INV	PD	Pursuit Training #415
	CHECK DATE: 08/30/2022									
103870	DIVERSIFIED PLUMBING AND HEATING INC									
33860		07/25/2022	083022	343682	375.00	375.00	08/25/2022	INV	PD	CITY HALL MAIN DRAIN C
	CHECK DATE: 08/30/2022									
33991		08/09/2022	083022	343682	885.00	885.00	09/09/2022	INV	PD	Work on RPZ Valves
	CHECK DATE: 08/30/2022									
					1,260.00					
110743	DU, DAINHAI									
10000397		08/15/2022	083022	343683	21.96	21.96	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
	CHECK DATE: 08/30/2022									
110748	DU, DIANHAI									
10012171		08/15/2022	083022	343684	103.64	103.64	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
	CHECK DATE: 08/30/2022									
100570	DYNAMIC BRANDS LLC									
INV1567562		08/03/2022	083022	343685	380.00	380.00	09/02/2022	INV	PD	RESALE
	CHECK DATE: 08/30/2022									

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City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100602 EMERGENCY APPARATUS MAINTENANCE INC										
123460		08/02/2022	083022	343686	1,639.59	1,639.59	09/02/2022	INV	PD	#311 ENGINE REPAIR
CHECK DATE: 08/30/2022										
124198		08/01/2022	083022	343686	1,573.28	1,573.28	09/01/2022	INV	PD	#312 ENGINE REPAIR
CHECK DATE: 08/30/2022										
124199		08/02/2022	083022	343686	998.92	998.92	09/02/2022	INV	PD	#327 TANKER REPAIR
CHECK DATE: 08/30/2022										
					4,211.79					
110595 ALLEN O ARNESON										
104060		08/11/2022	083022	343687	340.00	340.00	08/30/2022	INV	PD	TEEN Event 8/30 Perfor
CHECK DATE: 08/30/2022										
110158 BDH2 MARSHALL LLC										
1784224		04/07/2022	083022	343688	199.14	199.14	09/15/2022	INV	PD	N EBERT LINEMAN SCHOOL
CHECK DATE: 08/30/2022										
1784225		04/07/2022	083022	343688	199.14	199.14	09/15/2022	INV	PD	B HEITZ LINEMAN SCHOOL
CHECK DATE: 08/30/2022										
1784290		04/07/2022	083022	343688	199.14	199.14	09/15/2022	INV	PD	G WICKENHAUSER LINEMAN
CHECK DATE: 08/30/2022										
					597.42					
110737 FARTUN, FARAH										
35702		08/15/2022	083022	343689	6.71	6.71	09/15/2022	INV	PD	METER DEPOSIT REFUND-2
CHECK DATE: 08/30/2022										
100649 FEDERAL EXPRESS CORPORATION										
7-846-43772		08/10/2022	082322	343642	33.58	33.58	08/25/2022	INV	PD	UB SHIPPING 8/4 FROM U
CHECK DATE: 08/23/2022										
9-632-20934		08/17/2022	082322	343642	2.08	2.08	08/31/2022	INV	PD	LATE FEE ON INV 7-817-
CHECK DATE: 08/23/2022										
					35.66					
100653 FERGUSON ENTERPRISES INC										
0219331		07/29/2022	083022	343691	999.29	999.29	08/29/2022	INV	PD	OPERATING NUTS FOR VAL
CHECK DATE: 08/30/2022										

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9490364		08/04/2022	083022	343690	63.06	63.06	09/04/2022	INV	PD	PLUMBING SUPPLIES
CHECK DATE: 08/30/2022										
9492259		08/05/2022	083022	343690	50.07	50.07	09/05/2022	INV	PD	PLUMBING SUPPLIES
CHECK DATE: 08/30/2022										
100658 FERGUSON WATERWORKS					1,112.42					
0498339	220150	07/27/2022	083022	343692	3,454.24	3,454.24	08/27/2022	INV	PD	INVENTORY-BOX EXTSN &
CHECK DATE: 08/30/2022										
0498949		08/03/2022	083022	343692	297.00	297.00	09/03/2022	INV	PD	LOCATING PAINT
CHECK DATE: 08/30/2022										
100655 FERRELLGAS 7780961					3,751.24					
1120223501		08/10/2022	083022	343693	73.26	73.26	09/10/2022	INV	PD	PROPANE
CHECK DATE: 08/30/2022										
100659 FIELDSTONE FAMILY HOMES										
2744 CLOVER RIDGE DR		08/24/2022	083022	343694	750.00	750.00	09/24/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/30/2022										
2750 CLOVER RIDGE DR		08/24/2022	083022	343694	750.00	750.00	09/24/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/30/2022										
2756 CLOVER RIDGE DR		08/24/2022	083022	343694	750.00	750.00	09/24/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/30/2022										
100673 FLEETPRIDE INC					2,250.00					
101582264		08/15/2022	083022	343695	450.09	450.09	09/15/2022	INV	PD	#111 MAINTENANCE PARTS
CHECK DATE: 08/30/2022										
110751 FROEMMING, JAMES D										
32365		08/15/2022	083022	343696	296.19	296.19	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/30/2022										
110738 GARFIELD, NANCY										
35814		08/15/2022	083022	343697	191.47	191.47	09/15/2022	INV	PD	METER DEPOSIT REFUND-2
CHECK DATE: 08/30/2022										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110270	GARTNER REFRIGERATION INC									
12390459		04/20/2022	083022	343698	6,028.25	6,028.25	08/11/2022	INV	PD	Compressor Rebuild, &
CHECK DATE: 08/30/2022										
110747	GRAHAM, ROBERT									
10010656		08/15/2022	083022	343699	11.65	11.65	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/30/2022										
100758	GRAYBAR ELECTRIC COMPANY INC									
9328069190	220145	08/03/2022	083022	343700	870.57	870.57	09/03/2022	INV	PD	4" PVC COUPLER (30) &
CHECK DATE: 08/30/2022										
110739	HAARSTAD, ASHLEY									
36198		08/15/2022	083022	343701	32.65	32.65	09/15/2022	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE: 08/30/2022										
100785	HACH COMPANY									
13184562		08/09/2022	083022	343702	717.15	717.15	09/09/2022	INV	PD	WTP CHEMICALS
CHECK DATE: 08/30/2022										
110785	HARMON, KARA									
2012258.002		08/17/2022	083022	343703	10.00	10.00	09/17/2022	INV	PD	RFD-HOW TO DISC GOLF W
CHECK DATE: 08/30/2022										
100810	HAWKINS INC									
6260210		08/08/2022	083022	343704	7,454.24	7,454.24	09/22/2022	INV	PD	WTP CHEMICALS
CHECK DATE: 08/30/2022										
100821	HEALTHPARTNERS INC									
114756990		08/10/2022	081622	343633	7,632.82	7,632.82	09/01/2022	INV	PD	SEP EMP INS PREM-DENTA
CHECK DATE: 08/16/2022										
100827	HEGERS DAIRY LLC									
1321		07/18/2022	083022	343705	803.12	803.12	08/18/2022	INV	PD	Concession Resale, INT
CHECK DATE: 08/30/2022										
1323		08/02/2022	083022	343705	312.01	312.01	09/02/2022	INV	PD	Concession resale
CHECK DATE: 08/30/2022										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1324		08/05/2022	083022	343705	638.90	638.90	09/05/2022	INV	PD	Concession resale
CHECK DATE: 08/30/2022										
100830 HELSTROM, DEREK					1,754.03					
104244		08/10/2022	083022	343706	95.63	95.63	09/19/2022	INV	PD	MILEAGE 7/1-8/10
CHECK DATE: 08/30/2022										
110750 HERELLE, HANNAH										
33051		08/15/2022	083022	343707	77.15	77.15	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/30/2022										
100841 HERMANS LANDSCAPE SUPPLIES										
441939/1		08/15/2022	083022	343708	357.00	357.00	09/15/2022	INV	PD	DIRT FOR THE LOOP
CHECK DATE: 08/30/2022										
109031 DAWN D HOTALING										
063613		08/12/2022	083022	343709	122.74	122.74	09/11/2022	INV	PD	NAME BADGES-TC
CHECK DATE: 08/30/2022										
100859 HOISINGTON KOEGLER GROUP INC										
019-047-5		08/12/2022	083022	343710	1,332.50	1,332.50	09/12/2022	INV	PD	SAVANNA PARK DESIGN FE
CHECK DATE: 08/30/2022										
022-018-3		08/14/2022	083022	343710	420.00	420.00	09/14/2022	INV	PD	LIBRARY PLANNING SVC-J
CHECK DATE: 08/30/2022										
022-024-2		08/13/2022	083022	343710	3,503.75	3,503.75	09/13/2022	INV	PD	DT BUSINESS ENTRANCE D
CHECK DATE: 08/30/2022										
107416 HORIZON CHEMICAL CO INC					5,256.25					
INV20769		06/29/2022	083022	343711	4,030.39	4,030.39	08/31/2022	INV	PD	UV System Firemen's Pa
CHECK DATE: 08/30/2022										
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP										
2022/0812-ICMA		08/12/2022	081622	343634	5,378.56	5,378.56	08/12/2022	INV	PD	081222 Payroll - 457 &
CHECK DATE: 08/16/2022										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
108948	AUDRANN INC									
1380877		08/08/2022	083022	343712	81.90	81.90	09/22/2022	INV	PD	GAUGES FOR CITY HALL B
CHECK DATE: 08/30/2022										
1381429		08/10/2022	083022	343712	319.50	319.50	09/24/2022	INV	PD	PILOT ASSY FOR DUCT HE
CHECK DATE: 08/30/2022										
110756	JONES, TOBIAS				401.40					
36039		08/15/2022	083022	343713	101.77	101.77	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/30/2022										
109727	JOSEPH ELLIOTT USA LLC									
16314		08/03/2022	083022	343714	420.86	420.86	09/02/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
110755	KASTER, CHARLES									
35368		08/15/2022	083022	343715	88.20	88.20	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/30/2022										
101007	KODRU EQUIPMENT INC									
22694		08/04/2022	083022	343716	3,075.00	3,075.00	09/04/2022	INV	PD	TC BOOSTER STATION CHE
CHECK DATE: 08/30/2022										
101018	KRISS PREMIUM PRODUCTS INC									
179476		08/03/2022	083022	343717	317.48	317.48	09/03/2022	INV	PD	Arena Condensor Tower
CHECK DATE: 08/30/2022										
101043	LANO EQUIPMENT INC									
01-933127		08/15/2022	083022	343718	344.00	344.00	09/15/2022	INV	PD	#124 BOBCAT WINDOW REP
CHECK DATE: 08/30/2022										
101050	LAW ENFORCEMENT LABOR SERVICES INC									
Aug-22		08/12/2022	081622	343635	1,755.00	1,755.00	08/12/2022	INV	PD	Aug-22 Police Union Du
CHECK DATE: 08/16/2022										
101071	LENZEN CHEVROLET BUICK INC									
308310		08/23/2022	083022	343719	85.00	85.00	09/23/2022	INV	PD	FD RADIO/IPC ELECTRICA

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/30/2022										
108385 LEVELWEAR INC										
385216-S1		08/09/2022	083022	343720	993.44	993.44	11/07/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
101097 LOCATORS & SUPPLIES INC										
0301931-IN		08/08/2022	083022	343721	287.60	287.60	09/08/2022	INV	PD	NITRILE GLOVES
CHECK DATE: 08/30/2022										
0301983-IN		08/10/2022	083022	343721	1,287.90	1,287.90	09/10/2022	INV	PD	LOCATING FLAGS
CHECK DATE: 08/30/2022										
					1,575.50					
108044 LUCID BUILDERS										
3829 RED CEDAR WAY		08/19/2022	083022	343722	2,500.00	2,500.00	09/19/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/30/2022										
3841 RED CEDAR WAY		08/19/2022	083022	343722	1,500.00	1,500.00	09/19/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/30/2022										
					4,000.00					
105710 MACQUEEN EMERGENCY GROUP										
P07558		08/22/2022	083022	343723	26.84	26.84	09/22/2022	INV	PD	E11 PUMP PANEL MARKING
CHECK DATE: 08/30/2022										
P07560		08/23/2022	083022	343723	431.83	431.83	09/23/2022	INV	PD	E11 SOLENOID PART
CHECK DATE: 08/30/2022										
					458.67					
103176 MANSFIELD OIL COMPANY										
23511263		08/12/2022	083022	343724	14,487.55	14,487.55	09/11/2022	INV	PD	UNLEADED FUEL
CHECK DATE: 08/30/2022										
23511264		08/12/2022	083022	343724	11,590.72	11,590.72	09/11/2022	INV	PD	DYED DIESEL
CHECK DATE: 08/30/2022										
					26,078.27					
101187 METRO SALES INC										
INV2106404		08/17/2022	083022	343725	136.00	136.00	09/16/2022	INV	PD	Ricoh/MP C3003 color
CHECK DATE: 08/30/2022										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101189 MEYER, LEE										
104294		08/04/2022	083022	343726	253.35	253.35	09/22/2022	INV	PD	REIMB EXTERNAL CARRIER
CHECK DATE: 08/30/2022										
101196 MID COUNTY COOP #122622										
55153		08/18/2022	082522	343648	865.28	865.28	09/18/2022	INV	PD	180 GLS DIESEL-TC
CHECK DATE: 08/25/2022										
55154		08/18/2022	082522	343648	1,337.63	1,337.63	09/18/2022	INV	PD	352 GLS GAS-TC
CHECK DATE: 08/25/2022										
101217 MINNESOTA CHILD SUPPORT PMT CTR										
PR081222001510208001		08/12/2022	081622	343636	184.58	184.58	08/12/2022	INV	PD	081222 Payroll - Child
CHECK DATE: 08/16/2022										
104601 MINNESOTA PLAYGROUND INC										
2022313		08/04/2022	083022	343727	60,047.89	60,047.89	09/04/2022	INV	PD	EAST CREEK CANYON NEW
CHECK DATE: 08/30/2022										
101303 MN TEAMSTER PUBLIC AND LAW ENFORCEMENT										
Aug-22		08/12/2022	081622	343637	5,122.00	5,122.00	08/12/2022	INV	PD	Aug-22 Local #320 Unio
CHECK DATE: 08/16/2022										
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE										
778377500/JUL22		08/08/2022	081622	343638	52.70	52.70	09/02/2022	INV	PD	JUL 12500 CTY RD 11 SI
CHECK DATE: 08/16/2022										
778377800/JUL22		08/08/2022	081622	343638	39.07	39.07	09/02/2022	INV	PD	JUL 4250 ENGLER BLVD S
CHECK DATE: 08/16/2022										
778377900/JUL22		08/08/2022	081622	343638	35.72	35.72	09/02/2022	INV	PD	JUL 4100 ENGLER BLVD S
CHECK DATE: 08/16/2022										
781385500/JUL22		08/08/2022	081622	343638	10.51	10.51	09/02/2022	INV	PD	JUL 4463 CTY RD 44
CHECK DATE: 08/16/2022										
103088 SID TOOL CO INC										
5567274001		07/28/2022	083022	343728	1,741.66	1,741.66	08/28/2022	INV	PD	WM REPAIR SUPPLIES
CHECK DATE: 08/30/2022										

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101354 MTI DISTRIBUTING INC #700767										
1359211-00		08/11/2022	083022	343729	134.41	134.41	09/11/2022	INV	PD	WORKMAN BULBS, IRRIGAT
CHECK DATE:	08/30/2022									
1359211-01		08/15/2022	083022	343729	582.02	582.02	09/15/2022	INV	PD	WORKMAN BUMPER
CHECK DATE:	08/30/2022									
1360355-00		08/19/2022	083022	343729	340.72	340.72	09/19/2022	INV	PD	AERIFIER TINES
CHECK DATE:	08/30/2022									
					1,057.15					
101357 MUELLER SYSTEMS LLC										
65491621		05/23/2022	083022	343730	-896.39	-896.39	08/31/2022	CRM	PD	RENEWAL SOFTWARE
CHECK DATE:	08/30/2022									
65504388		06/06/2022	083022	343730	715.77	715.77	08/31/2022	INV	PD	MINET RENEWAL PRICE IN
CHECK DATE:	08/30/2022									
65504389		06/06/2022	083022	343730	2,907.20	2,907.20	08/31/2022	INV	PD	AMI RENEWAL PRICE INCR
CHECK DATE:	08/30/2022									
					2,726.58					
101364 SHELLY NAHAN										
104329		08/16/2022	083022	343731	240.00	240.00	09/16/2022	INV	PD	Safe Kids 101 8/9/2022
CHECK DATE:	08/30/2022									
102654 NORTH AMERICAN SAFETY INC										
INV67442		07/29/2022	083022	343732	570.00	570.00	08/29/2022	INV	PD	LOCATING PAINT
CHECK DATE:	08/30/2022									
110570 ODP BUSINESS SOLUTIONS LLC										
258712107001		08/05/2022	083022	343733	75.84	75.84	09/10/2022	INV	PD	Laminate Pouches, post
CHECK DATE:	08/30/2022									
258734717001		08/05/2022	083022	343733	16.56	16.56	09/10/2022	INV	PD	Forks for the breakroo
CHECK DATE:	08/30/2022									
258734718001		08/05/2022	083022	343733	21.48	21.48	09/10/2022	INV	PD	Alphabet tabs and pens
CHECK DATE:	08/30/2022									
260508569001		08/10/2022	083022	343733	85.98	85.98	09/10/2022	INV	PD	Copy Paper for the Wor
CHECK DATE:	08/30/2022									

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101465 ON SITE SANITATION INC					199.86					
0001377670		08/06/2022	083022	343734	172.00	172.00	09/05/2022	INV	PD	TOWN COURSE MAINTENANC
CHECK DATE: 08/30/2022										
0001377671		08/06/2022	083022	343734	146.00	146.00	09/05/2022	INV	PD	SUNSET PARK
CHECK DATE: 08/30/2022										
0001377672		08/06/2022	083022	343734	146.00	146.00	09/05/2022	INV	PD	CLOVER RIDGE SOCCER FI
CHECK DATE: 08/30/2022										
0001377673		08/06/2022	083022	343734	172.00	172.00	09/05/2022	INV	PD	TOWN COURSE
CHECK DATE: 08/30/2022										
0001377674		08/06/2022	083022	343734	146.00	146.00	09/05/2022	INV	PD	CITY SQUARE PARK
CHECK DATE: 08/30/2022										
106085 N&M ENTERPRISES INC					782.00					
INV620999		08/15/2022	083022	343735	1,711.50	1,711.50	09/14/2022	INV	PD	GARBAGE BAGS FOR CITY
CHECK DATE: 08/30/2022										
101543 PLUNKETTS PEST CONTROL INC										
7657558		08/03/2022	083022	343736	67.06	67.06	09/03/2022	INV	PD	FD PEST CONTROL
CHECK DATE: 08/30/2022										
110735 POLZIN, JAMES										
10008580		08/15/2022	083022	343737	52.73	52.73	09/15/2022	INV	PD	METER DEPOSIT REFUND-3
CHECK DATE: 08/30/2022										
101571 PREMIUM WATERS INC										
417080-07-22		07/31/2022	082322	343643	103.81	103.81	08/31/2022	INV	PD	WATER-TC CLUBHOUSE
CHECK DATE: 08/23/2022										
103055 QUALITY PROPANE INC										
1617810		08/01/2022	083022	343738	69.66	69.66	09/01/2022	INV	PD	Zamboni LP Gas
CHECK DATE: 08/30/2022										
1639360		08/16/2022	083022	343738	107.84	107.84	09/16/2022	INV	PD	Zamboni LP Gas
CHECK DATE: 08/30/2022										

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107855 STAPLES INC					177.50					
26663264	CHECK DATE: 08/30/2022	07/28/2022	083022	343739	51.99	51.99	08/27/2022	INV	PD	Laminate pouches menu
26880495	CHECK DATE: 08/30/2022	08/08/2022	083022	343739	28.80	28.80	09/07/2022	INV	PD	Laminate pouches legal
27015806	CHECK DATE: 08/30/2022	08/12/2022	083022	343740	12.95	12.95	09/11/2022	INV	PD	OFFICE SUPPLIES
27017660	CHECK DATE: 08/30/2022	08/12/2022	083022	343740	186.34	186.34	09/11/2022	INV	PD	OFFICE SUPPLIES
27177861	CHECK DATE: 08/30/2022	08/19/2022	083022	343739	10.18	10.18	09/18/2022	INV	PD	Composition Book for A
27223023	CHECK DATE: 08/30/2022	08/23/2022	083022	343739	111.45	111.45	09/22/2022	INV	PD	Canary Paper for Commu
27223023-1	CHECK DATE: 08/30/2022	08/24/2022	083022	343739	-111.45	-111.45	08/29/2022	CRM	PD	Returned Paper for Com
27239299	CHECK DATE: 08/30/2022	08/23/2022	083022	343739	87.95	87.95	09/22/2022	INV	PD	white heavy paper for
101684 R & R SPECIALTIES OF WISCONSIN INC					378.21					
0076307-IN	CHECK DATE: 08/30/2022	08/11/2022	083022	343741	65.00	65.00	09/11/2022	INV	PD	Zamboni Blade Sharpeni
0076372-IN	CHECK DATE: 08/30/2022	08/18/2022	083022	343741	57.70	57.70	09/18/2022	INV	PD	Exhaust Manifold for P
0076394-IN	CHECK DATE: 08/30/2022	08/22/2022	083022	343741	252.45	252.45	09/22/2022	INV	PD	Electric Zamboni Board
101605 RAINBOW TREE COMPANY					375.15					
435565	CHECK DATE: 08/30/2022	08/02/2022	083022	343742	2,739.80	2,739.80	09/02/2022	INV	PD	DUTCH ELM PREVENTION C
101620 RECREATION SUPPLY CO INC										
475815	CHECK DATE: 08/30/2022	08/11/2022	083022	343743	36.75	36.75	09/11/2022	INV	PD	Gaskets for Pool Pump
476349		08/16/2022	083022	343743	241.70	241.70	09/16/2022	INV	PD	Collars for handrails

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CHECK DATE: 08/30/2022										
110744 REH & JHH LLC					278.45					
10000646		08/15/2022	083022	343744	20.00	20.00	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/30/2022										
101638 RURAL ELECTRIC SUPPLY COOPERATIVE										
869261-00	220144	08/17/2022	083022	343745	552.61	552.61	09/17/2022	INV	PD	100 - SLEEVE FULL TENS
CHECK DATE: 08/30/2022										
107697 RIVERS EDGE CONCRETE LLC										
C2540196		07/27/2022	083022	343746	704.00	704.00	08/27/2022	INV	PD	CURB REPAIRS FOR STREE
CHECK DATE: 08/30/2022										
C2546259		08/04/2022	083022	343746	1,770.75	1,770.75	09/04/2022	INV	PD	PED APPROACH TERRA VIS
CHECK DATE: 08/30/2022										
102948 ROAD MACHINERY & SUPPLIES CO					2,474.75					
S7260302		08/05/2022	083022	343747	208.01	208.01	09/05/2022	INV	PD	#179 PROPANE HOSE FOR
CHECK DATE: 08/30/2022										
101669 ROBERT HALF TECHNOLOGY										
60532135		08/15/2022	083022	343748	1,388.80	1,388.80	09/15/2022	INV	PD	UB TEMP-WALKER W/E 8/1
CHECK DATE: 08/30/2022										
60532731		08/15/2022	083022	343748	1,341.56	1,341.56	09/15/2022	INV	PD	BLDG INSP TEMP-KLEHR W
CHECK DATE: 08/30/2022										
60540765		08/16/2022	083022	343748	3,800.00	3,800.00	09/15/2022	INV	PD	PR TEMP-RADDATZ W/E 8/
CHECK DATE: 08/30/2022										
60572696		08/22/2022	083022	343748	1,287.90	1,287.90	09/22/2022	INV	PD	BLDG INSP TEMP-KLEHR W
CHECK DATE: 08/30/2022										
110742 ROTON, JAMES					7,818.26					
36940		08/15/2022	083022	343749	15.31	15.31	09/15/2022	INV	PD	METER DEPOSIT REFUND-3
CHECK DATE: 08/30/2022										
110752 RYMAR, ASHLIEGH										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
33355 CHECK DATE: 08/30/2022		08/15/2022	083022	343750	272.43	272.43	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
102859 SABRE PLUMBING & HEATING										
BU22-00845 CHECK DATE: 08/30/2022		08/16/2022	083022	343751	645.06	645.06	09/16/2022	INV	PD	RFD PLUMBING PERMIT P2
101703 SALVATION ARMY										
JUL/22 HS CHECK DATE: 08/30/2022		08/14/2022	083022	343752	129.00	129.00	09/14/2022	INV	PD	JUL HEAT SHARE CONTRIB
110753 SAMUELSON, ANNE										
33424 CHECK DATE: 08/30/2022		08/15/2022	083022	343753	28.32	28.32	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
101738 SCHILLING SUPPLY COMPANY										
882726-01 CHECK DATE: 08/30/2022		08/09/2022	083022	343754	37.67	37.67	09/09/2022	INV	PD	Cleaning Supplies-CCC
110733 SCHOL, GREGORY										
91269720-2022-1 CHECK DATE: 08/30/2022		06/30/2022	083022	343755	1,812.50	1,812.50	09/11/2022	INV	PD	JUL REBATE-SOLAR PANEL PAYEE: SCHOL, GREGORY
110740 SCHROEDLE, KYLE										
36444 CHECK DATE: 08/30/2022		08/15/2022	083022	343756	53.57	53.57	09/15/2022	INV	PD	METER DEPOSIT REFUND-1
110746 SCOTT, EARL M										
10009146 CHECK DATE: 08/30/2022		08/15/2022	083022	343757	112.41	112.41	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
110745 SEGNA, STACEY										
10004759 CHECK DATE: 08/30/2022		08/15/2022	083022	343758	168.05	168.05	09/15/2022	INV	PD	CREDIT BALANCE REFUND-
104416 KELBRO COMPANY										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2800949		08/15/2022	083022	343759	260.35	260.35	09/14/2022	INV	PD	OAK 19 ICE MACHINE REN
CHECK DATE: 08/30/2022										
104827 ROHN INDUSTRIES										
581231		08/08/2022	083022	343760	24.54	24.54	09/08/2022	INV	PD	3 security Consoles
CHECK DATE: 08/30/2022										
107957 SIMMONS, SARAH										
104298		08/22/2022	083022	343761	58.32	58.32	09/22/2022	INV	PD	REIMBURSE JURY DUTY MI
CHECK DATE: 08/30/2022										
104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC										
122237225-001		08/09/2022	083022	343762	244.49	244.49	09/15/2022	INV	PD	IRRIGATION SUPPLIES FO
CHECK DATE: 08/30/2022										
107195 SOCIAL INDOOR LLC										
5670		08/15/2022	083022	343763	1,000.00	1,000.00	09/14/2022	INV	PD	AUG TC ADVERTISING
CHECK DATE: 08/30/2022										
101860 STANDARD SPRING PARTS										
394585		08/12/2022	083022	343764	1,434.58	1,434.58	09/12/2022	INV	PD	#111 LEAF SPRINGS FOR
CHECK DATE: 08/30/2022										
110200 STERICYCLE INC										
8002155405		08/18/2022	083022	343765	126.80	126.80	09/17/2022	INV	PD	Shredding-PD
CHECK DATE: 08/30/2022										
110786 TIMOTHY S STRANDQUIST										
257		08/12/2022	083022	343766	300.00	300.00	08/28/2022	INV	PD	AUDIO FOR CARVER CTY S
CHECK DATE: 08/30/2022										
101888 STREICHERS										
I1583895		08/10/2022	083022	343767	160.00	160.00	09/10/2022	INV	PD	Alterations/emb-Golf E
CHECK DATE: 08/30/2022										
I1583896		08/10/2022	083022	343767	196.00	196.00	09/10/2022	INV	PD	Gibbons-alter/emb-Golf
CHECK DATE: 08/30/2022										
I1583897		08/10/2022	083022	343767	32.00	32.00	09/10/2022	INV	PD	Duzan-alter/emb-Dept C

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CHECK DATE: 08/30/2022										
I1583899		08/10/2022	083022	343767	50.00	50.00	09/10/2022	INV	PD	Pesheck alterations-De
CHECK DATE: 08/30/2022										
I1585359		08/18/2022	083022	343767	2,097.96	2,097.96	09/18/2022	INV	PD	Alterations/emb-Golf E
CHECK DATE: 08/30/2022										
I1585360		08/18/2022	083022	343767	12.00	12.00	09/18/2022	INV	PD	Bo11-Alteration
CHECK DATE: 08/30/2022										
I1585362		08/18/2022	083022	343767	274.00	274.00	09/18/2022	INV	PD	Duzan-alter/emb-Golf E
CHECK DATE: 08/30/2022										
101892 STUART C IRBY CO					2,821.96					
S012136726.002		02/01/2022	083022	343768	-145.50	-145.50	08/31/2022	CRM	PD	CREDIT - MISC LINE HAR
CHECK DATE: 08/30/2022										
S012274081.001		01/29/2021	083022	343768	38.76	38.76	08/31/2022	INV	PD	MISC LINE HARDWARE TER
CHECK DATE: 08/30/2022										
S012599075.005	220132	07/26/2022	083022	343768	3,658.00	3,658.00	08/25/2022	INV	PD	2 = 25KVA UG TRANSFORM
CHECK DATE: 08/30/2022										
S012899593.001	220146	03/14/2022	083022	343768	3,536.64	3,536.64	08/31/2022	INV	PD	INST VT PACK = 6
CHECK DATE: 08/30/2022										
S013012383.001	220139	08/01/2022	083022	343768	17,949.03	17,949.03	08/31/2022	INV	PD	COND UD ALUM 1/0 220 M
CHECK DATE: 08/30/2022										
S013051948.001	220140	08/01/2022	083022	343768	18,269.49	18,269.49	08/31/2022	INV	PD	COND UD ALUM 1/0 SOL 2
CHECK DATE: 08/30/2022										
S013051972.001	220141	08/01/2022	083022	343768	18,606.30	18,606.30	08/31/2022	INV	PD	COND UD ALUM 1/0 SOL 2
CHECK DATE: 08/30/2022										
S013051995.001	220142	08/01/2022	083022	343768	8,992.50	8,992.50	08/31/2022	INV	PD	COND UD ALUM 1/0 SNG P
CHECK DATE: 08/30/2022										
S013053127.001	220143	08/01/2022	083022	343768	17,615.00	17,615.00	09/01/2022	INV	PD	COND UD ALUM 500 MCM S
CHECK DATE: 08/30/2022										
S013053153.001	220138	08/01/2022	083022	343768	13,307.15	13,307.15	08/31/2022	INV	PD	COND UD ALUM 750 MCM S
CHECK DATE: 08/30/2022										
S013053176.001	220137	08/01/2022	083022	343768	13,307.15	13,307.15	08/31/2022	INV	PD	COND UD ALUM 750 MCM S
CHECK DATE: 08/30/2022										
S013053179.001	220136	08/01/2022	083022	343768	13,228.62	13,228.62	08/31/2022	INV	PD	COND UD ALUM 750 MCM S
CHECK DATE: 08/30/2022										
S013053184.001	220133	08/01/2022	083022	343768	13,743.45	13,743.45	08/31/2022	INV	PD	COND UD ALUM 750 MCM S

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CHECK DATE: 08/30/2022										
S013053185.001	220134	08/01/2022	083022	343768	13,743.45	13,743.45	08/31/2022	INV	PD	COND UD ALUM 750 MCM S
CHECK DATE: 08/30/2022										
S013053193.001	220135	08/01/2022	083022	343768	13,743.45	13,743.45	08/31/2022	INV	PD	COND UD ALUM 750 MCM S
CHECK DATE: 08/30/2022										
					169,593.49					
106847 SWANNIES GOLF APPAREL CO										
19984		08/11/2022	083022	343769	734.93	734.93	09/10/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
101932 TAYLOR MADE GOLF CO INC										
36139232		08/05/2022	083022	343770	468.79	468.79	09/19/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
109940 THE HUNTINGTON NATIONAL BANK										
7859588		08/12/2022	082522	343649	284.93	284.93	09/03/2022	INV	PD	FD EQUIP LEASE PMT 39
CHECK DATE: 08/25/2022										
110734 ROTARY MIRACLE LEAGUE										
2022		08/01/2022	083022	343771	500.00	500.00	09/01/2022	INV	PD	ANNUAL MEMBERSHIP FEE
CHECK DATE: 08/30/2022										
101964 PMT EMBROIDERY LLC										
19222		08/09/2022	083022	343772	116.00	116.00	09/09/2022	INV	PD	BLDG INSP JACKET-MIKE
CHECK DATE: 08/30/2022										
104908 TIMESAVER OFF SITE SECRETARIAL INC										
M27526		08/12/2022	083022	343773	636.50	636.50	08/22/2022	INV	PD	HRC 7/28, City Council
CHECK DATE: 08/30/2022										
101966 TK ELEVATOR CORPORATION										
3006729785		08/01/2022	083022	343774	310.00	310.00	09/01/2022	INV	PD	Aug CCC elevator servi
CHECK DATE: 08/30/2022										
3006734848		08/01/2022	083022	343774	1,395.00	1,395.00	09/01/2022	INV	PD	CITY HALL ELEVATOR 8/1
CHECK DATE: 08/30/2022										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101995 TRANE					1,705.00					
312865166		08/09/2022	083022	343775	841.00	841.00	09/08/2022	INV	PD	CITY HALL QTR2 MAINT I
CHECK DATE: 08/30/2022										
312865169		08/09/2022	083022	343775	841.00	841.00	09/09/2022	INV	PD	CITY HALL QTR3 MAINT I
CHECK DATE: 08/30/2022										
101994 TRAVISMATHEW LLC					1,682.00					
90870625		08/03/2022	083022	343776	232.31	232.31	09/02/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
90879030		08/09/2022	083022	343776	296.17	296.17	09/08/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
90879565		08/09/2022	083022	343776	90.14	90.14	09/08/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
90880138		08/10/2022	083022	343776	247.20	247.20	09/09/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
90881646		08/10/2022	083022	343776	215.27	215.27	09/09/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
90882041		08/11/2022	083022	343776	95.55	95.55	09/10/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
90882492		08/11/2022	083022	343776	116.70	116.70	09/10/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
90883458		08/12/2022	083022	343776	288.40	288.40	09/11/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
90883638		08/12/2022	083022	343776	931.87	931.87	09/11/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
					2,513.61					
102027 TWIN CITIES & WESTERN RAILROAD CO										
M900334-IN		08/05/2022	083022	343777	384.72	384.72	09/05/2022	INV	PD	SANITARY SEWER CROSSIN
CHECK DATE: 08/30/2022										
M900335-IN		08/05/2022	083022	343777	384.72	384.72	09/05/2022	INV	PD	WATERMAIN CROSSING RXR
CHECK DATE: 08/30/2022										
					769.44					
102026 API GARAGE DOOR INC										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
Z216532		08/04/2022	083022	343778	340.00	340.00	09/04/2022	INV	PD	GARAGE DOOR REPAIR
CHECK DATE: 08/30/2022										
110053 TX CHILD SUPPORT SDU										
PR0812220012725283		08/12/2022	081622	343639	147.69	147.69	08/12/2022	INV	PD	081222 Payroll - child
CHECK DATE: 08/16/2022										
102037 ULINE INC										
152638101		08/15/2022	083022	343779	111.95	111.95	09/15/2022	INV	PD	Shoe covers for bldg i
CHECK DATE: 08/30/2022										
152647853		08/15/2022	083022	343779	254.69	254.69	09/15/2022	INV	PD	Tall Boxes for storage
CHECK DATE: 08/30/2022										
107745 US BANK NATIONAL ASSOCIATION										
480484203		08/19/2022	082522	343650	439.53	439.53	09/15/2022	INV	PD	CCC COLOR COPIER LEASE
CHECK DATE: 08/25/2022										
104522 US FOODS INC										
3200233		08/05/2022	083022	343780	386.12	386.12	09/04/2022	INV	PD	OAK 19 TOWELS & SOAP
CHECK DATE: 08/30/2022										
3209194		08/05/2022	083022	343780	1,035.34	1,035.34	09/04/2022	INV	PD	OAK 19 SINK & FAUCET
CHECK DATE: 08/30/2022										
3370855		08/12/2022	083022	343780	325.54	325.54	09/11/2022	INV	PD	OAK 19 TOWELS, TP, SOA
CHECK DATE: 08/30/2022										
3428265		08/16/2022	083022	343780	234.87	234.87	09/15/2022	INV	PD	OAK 19 TP, SOAP
CHECK DATE: 08/30/2022										
5730728		07/22/2022	083022	343780	405.14	405.14	08/21/2022	INV	PD	OAK 19 TOWELS, TP, SOA
CHECK DATE: 08/30/2022										
107687 UNIVERSAL PROTECTION SERVICE LP										
13081354		08/04/2022	083022	343781	184.66	184.66	09/04/2022	INV	PD	Event Ctr security 7/2
CHECK DATE: 08/30/2022										
13117790		08/11/2022	083022	343781	140.09	140.09	08/23/2022	INV	PD	Event Ctr Security 8/5
CHECK DATE: 08/30/2022										

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102133 WAGNER PRESS & GRAPHICS					324.75					
35607		08/03/2022	083022	343782	32.00	32.00	09/03/2022	INV	PD	S/W BUSINESS CARDS
CHECK DATE: 08/30/2022										
35626		08/10/2022	083022	343782	132.50	132.50	08/30/2022	INV	PD	Transport Hold forms
CHECK DATE: 08/30/2022										
35630		08/10/2022	083022	343782	280.36	280.36	09/10/2022	INV	PD	MAILING FOR 2022 STREE
CHECK DATE: 08/30/2022										
35637		08/11/2022	083022	343782	4,716.21	4,716.21	09/11/2022	INV	PD	CITY FACILITIES POST C
CHECK DATE: 08/30/2022										
35646		08/15/2022	083022	343782	70.00	70.00	08/30/2022	INV	PD	Business cards-Lindhahl
CHECK DATE: 08/30/2022										
35652		08/15/2022	083022	343782	344.01	344.01	08/30/2022	INV	PD	Harvest Neighborhood m
CHECK DATE: 08/30/2022										
35671		08/18/2022	083022	343782	972.00	972.00	09/02/2022	INV	PD	COLD WEATHER RULE BROC
CHECK DATE: 08/30/2022										
102146 WATER SPECIALTY OF MINNESOTA INC					6,547.08					
12763		08/17/2022	083022	343783	986.50	986.50	09/17/2022	INV	PD	Pool Chemicals
CHECK DATE: 08/30/2022										
102192 WILSON SPORTING GOODS CO										
4538679978		08/03/2022	083022	343784	97.03	97.03	11/01/2022	INV	PD	RESALE
CHECK DATE: 08/30/2022										
103840 WINNERS AWARD GROUP										
55625		08/10/2022	083022	343785	2,026.49	2,026.49	09/10/2022	INV	PD	CLUB CHAMPIONSHIP & LE
CHECK DATE: 08/30/2022										
102189 WM MUELLER & SONS										
279133		08/03/2022	083022	343786	282.72	282.72	09/25/2022	INV	PD	POTHOLE PATCHING
CHECK DATE: 08/30/2022										
279409		08/09/2022	083022	343786	457.75	457.75	09/25/2022	INV	PD	TOP DRESS SAND
CHECK DATE: 08/30/2022										
279539		08/11/2022	083022	343786	822.46	822.46	09/25/2022	INV	PD	VALVE DIGS
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279612		08/12/2022	083022	343786	205.57	205.57	09/25/2022	INV	PD	STOCKPILE
CHECK DATE: 08/30/2022										
279649		08/15/2022	083022	343786	556.20	556.20	09/25/2022	INV	PD	VALVE DIGS-NORTHGATE,
CHECK DATE: 08/30/2022										
279712		08/16/2022	083022	343786	3,669.09	3,669.09	09/25/2022	INV	PD	WALNUT ST ALLEY NORTH
CHECK DATE: 08/30/2022										
279836		08/17/2022	083022	343786	198.09	198.09	09/25/2022	INV	PD	SAND FOR STREET MAINT
CHECK DATE: 08/30/2022										
279853		08/18/2022	083022	343786	429.87	429.87	09/25/2022	INV	PD	HIGHWOOD DR VALVE DIG
CHECK DATE: 08/30/2022										
102464 WS & D PERMIT SERVICE					6,621.75					
BU22-00903		08/23/2022	083022	343787	95.00	95.00	09/18/2022	INV	PD	RFD BLDG PERMIT B22-10
CHECK DATE: 08/30/2022										
102236 ZOLL MEDICAL CORPORATION										
3550364		08/08/2022	083022	343788	60.00	60.00	09/07/2022	INV	PD	AED BATTERIES
CHECK DATE: 08/30/2022										
					60.00					
280 INVOICES					475,285.69					

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
105243 ALERUS FINANCIAL										
C128065		08/05/2022	082222	3374	115.50	115.50	08/22/2022	DIR	PD	JUL PARTICIPANT FEES
CHECK DATE: 08/22/2022										
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY										
103968		08/12/2022	081522	3365	3,456.05	3,456.05	08/15/2022	DIR	PD	081222 Payroll - HCSP
CHECK DATE: 08/15/2022										
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY										
103969		08/12/2022	081522	3366	850.00	850.00	08/15/2022	DIR	PD	081222 Payroll - MNDP
CHECK DATE: 08/15/2022										
110382 ENTERPRISE FM TRUST										
FBN4523282		08/03/2022	081922	3373	5,423.11	5,423.11	08/19/2022	DIR	PD	AUG FLEET LEASES
CHECK DATE: 08/19/2022										
101756 MII LIFE INCORPORATED										
16188831		08/23/2022	WIRE_001	3375	166.50	166.50	08/23/2022	DIR	PD	AUG PARTICIPANT FEES-F
CHECK DATE: 08/23/2022										
40335224		08/16/2022	081722	3368	1,006.64	1,006.64	08/17/2022	DIR	PD	8/17/22 FSA REIMB-HEAL
CHECK DATE: 08/17/2022										
40344973		08/23/2022	082422	3376	1,048.41	1,048.41	08/24/2022	DIR	PD	8/24/22 FSA REIMB-HEAL
CHECK DATE: 08/24/2022										
100927 INTERNAL REVENUE SERVICE					2,221.55					
103962		08/12/2022	081222	3359	164,545.17	164,545.17	08/12/2022	DIR	PD	081222 Payroll - SS, M
CHECK DATE: 08/12/2022										
101346 MINNESOTA COMMISSIONER OF REVENUE										
2022/0731-CC		07/31/2022	081922	3371	16,464.80	16,464.80	08/19/2022	DIR	PD	JUL-22 CARVER CTY TRAN
CHECK DATE: 08/19/2022										
2022/0731-SLS/UB		07/31/2022	081922	3369	225,166.31	225,166.31	08/19/2022	DIR	PD	JUL-22 GEN/UB SALES TA
CHECK DATE: 08/19/2022										
2022/0731-USE		07/31/2022	081922	3370	4,192.29	4,192.29	08/19/2022	DIR	PD	JUL-22 USE TAX
CHECK DATE: 08/19/2022										

Report generated: 08/25/2022 11:15
 User: 8482mrob
 Program ID: apinvlst

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES					245,823.40					
103963 CHECK DATE: 08/15/2022		08/12/2022	081522	3364	32,716.24	32,716.24	08/15/2022	DIR	PD	081222 Payroll - MN St
101249 MINNESOTA MUNICIPAL POWER AGENCY										
3712 CHECK DATE: 08/19/2022		08/03/2022	081922	3372	4,256,476.59	4,256,476.59	08/19/2022	DIR	PD	JUL 2022 ELECTRIC SERV
101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM)										
103964 CHECK DATE: 08/12/2022		08/12/2022	081222	3360	15,447.43	15,447.43	08/12/2022	DIR	PD	081222 Payroll - 457 C
106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM)										
103967 CHECK DATE: 08/12/2022		08/12/2022	081222	3361	5,982.58	5,982.58	08/12/2022	DIR	PD	081222 Payroll - Roth
104668 OPTUM BANK INC										
103966 CHECK DATE: 08/12/2022		08/12/2022	081222	3363	17,065.53	17,065.53	08/12/2022	DIR	PD	081222 Payroll - HSA C
101498 PCARD										
2022/0812-PC CHECK DATE: 08/17/2022		08/12/2022	WIRE_001	3377	76,097.10	76,097.10	08/17/2022	DIR	PD	AUG 2022 PCARD PURCHAS
109689 PLANSOURCE BENEFITS ADMINISTRATION INC										
AUG2022 CHECK DATE: 08/15/2022		08/15/2022	081522	3367	4,473.40	4,473.40	08/15/2022	DIR	PD	AUG INS PREM-LTD/CI/AC
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION										
103965 CHECK DATE: 08/12/2022		08/12/2022	081222	3362	113,873.03	113,873.03	08/12/2022	DIR	PD	081222 Payroll - PERA
					113,873.03					
19 INVOICES					4,944,566.68					

Report generated: 08/25/2022 11:15
 User: 8482mrob
 Program ID: apinv1st



VENDOR INVOICE LIST

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

Report generated: 08/25/2022 11:15
User: 8482mrob
Program ID: apinv1st

Biweekly Report
August 29, 2022
By
Elise Durbin

UPCOMING COUNCIL MEETING/WORK SESSION SCHEDULE

Just as a reminder, below is the council meeting schedule through early fall:

August 29th: This evening there will be a Work Session from 5:30-7:00 to continue budget discussions. This session will focus on more detailed expenditures in the budget and the proposed building plan. There will be a short council meeting following the Work Session.

September 5th: This is Labor Day, so there will not be a meeting on this night.

September 12th: A Work Session is tentative this evening if there is a need to continue any discussions on the 2023 Preliminary Tax Levy and budget. There will be a regular Council Meeting this evening.

September 19th: There will be a regular Council Meeting this evening, but no Work Session. The Preliminary Tax Levy and Preliminary General Fund Budget for 2023 will be on the agenda for that evening.

October 3rd: There will be a Work Session this evening to discuss the findings of the initial feasibility study for considering naming rights of city facilities. A regular Council Meeting will follow.

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.

SUMMER/FALL EVENTS

Even though summer is winding down, the events continue, including:

- Art in the Park: Sunday, August 28 from 11:00 a.m.-5:00 p.m. at Firemen's Park
- Farmer's Markets: Every Wednesday from 3:00-6:00 p.m. at City Square Park through September 7
- Sensory Friendly Public Safety Event: Wednesday, August 31 from 1:00-4:00 p.m. at the Chaska Fire Station
- Chaska Cares Golf Event (fundraiser for Miracle Field): Friday, September 9 at Chaska Town Course
- Latin Fest and Fireworks: Friday, September 16 from 6:00-10:00 p.m. at Firemen's Park

**CITY OF CHASKA
MEMORANDUM**

**TO: Mayor and City Council Members
Matt Podhradsky, City Administrator**

FROM: Noel Graczyk, Administrative Service Director

DATE: Monday August 29, 2022

RE: Investment Report for Second Quarter 2022

This investment report covers the three-month period ending June 30, 2022 and provides an overview of all City investment activity. This report is based on preliminary financial records that have not yet been reviewed by the City's independent auditor.

City investments are managed with an emphasis on safety and security of invested principal. These two objectives are intended to reduce the risk of loss of principal. Additional investment objectives include liquidity for overall City cash-flow needs, marketability of securities held by the City, and return on investment.

Investments are placed both externally and through interfund loans made between City funds. Interfund loans provide funding resources for City activities that have been previously committed or completed by the City. The total of all City investments as of the end of the reporting period is \$48.7 million and consists of the following internal and external positions.

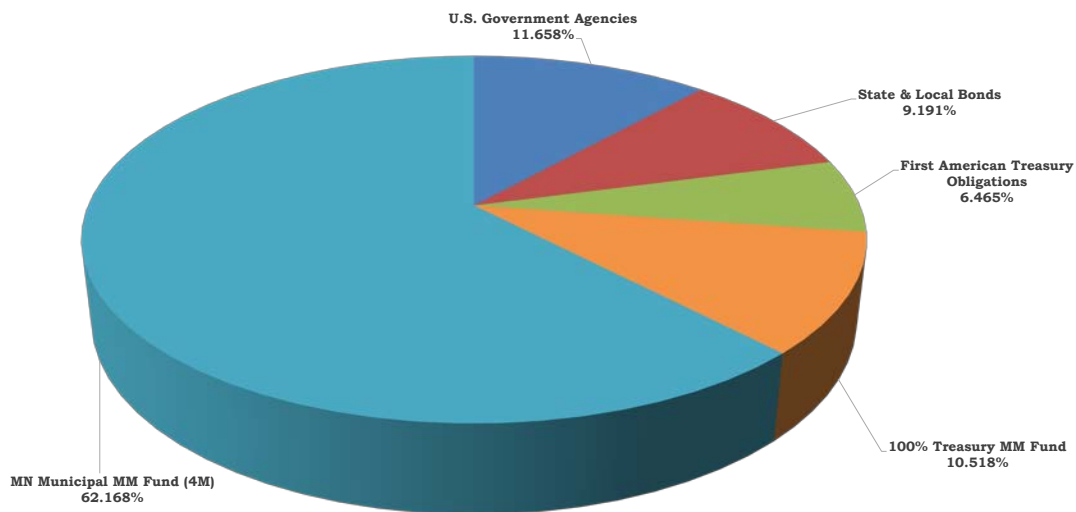
External Deposits and Investments	\$	43,471,901.53
Internal Funding - Interfund Loans		5,217,401.42
Total All City Investments:	\$	48,689,302.95

The \$43.5 million in external deposits and investments have been placed using various securities. To reduce credit risk (the risk of principal not being returned) investment positions are placed in securities with high quality credit ratings. Most securities also have active secondary markets, providing for liquidity.

To reduce interest rate risk (the loss of value due to changes in interest rates) investments are placed using money market type funds or are invested in securities with a final maturity less than five (5) years. Many securities with a final maturity greater than two (2) years out include a call provision.

The following table and chart summarize the type of investments in which the City holds a position and the associated risk levels.

City of Chaska Cash & Investments June 30, 2022						
	Credit Risk		Interest Risk - Maturity Duration in Years			Total
	Rating	Agency	Less Than 1 (<06/30/2023)	1 to 5 (07/01/2023 -06/30/2028)	More than 5 (>06/30/2028)	
U.S. Government Agencies	AA+	S&P	\$ -	\$ 4,619,416.60	\$ -	\$ 4,619,416.60
State & Local Bonds	Aaa	Moody's	1,963,477.10	1,678,422.20	-	3,641,899.30
Investments in Mutual Funds & Money Markets						
First American Treasury Obligations	AAAm	S&P	N/A	N/A	N/A	2,561,657.64
100% Treasury MM Fund	AAAm	S&P	N/A	N/A	N/A	4,167,678.46
MN Municipal MM Fund (4M & 4M Plus)	N.R.	N.R.	N/A	N/A	N/A	24,633,214.06
Total Investments:			\$ 1,963,477.10	\$ 6,297,838.80	\$ -	\$ 39,623,866.06
Unclassified Demand Deposits:						3,801,533.83
Total Deposits and Investments at Book Value:						\$ 43,425,399.89
Net Adjustment for Checks and (Deposits) in Transit:						46,501.64
Deposits and Investments:						\$ 43,471,901.53



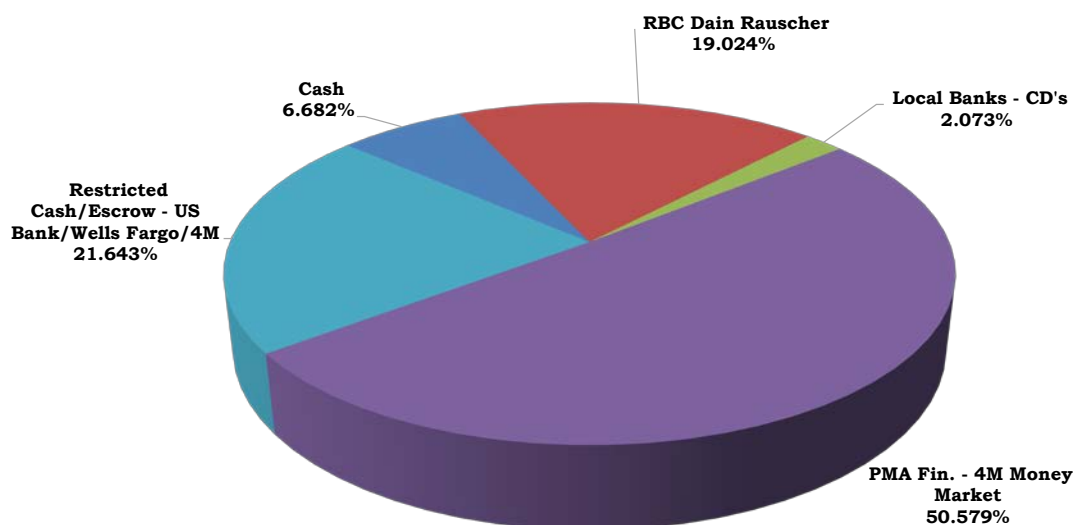
Deposits and investments are placed using local banks, escrow agents and investment brokers. The City practice is to deposit up to \$250,000 in certificates of deposits (CDs) with each bank that maintains a local branch office within the City. These deposits are fully insured by the FDIC. Deposits with a local bank more than the FDIC limit of \$250,000 are fully collateralized by the bank pledging to a third party, on behalf of the City, securities that ensure the safety of City deposits.

Investments placed through an escrow agent invest bond proceeds held for future project activity or that have been pledged for future bond refunding payments. Bond proceeds held by escrow agents are invested in money market mutual funds, guaranteed investment contracts (GIC), commercial paper, or U.S. government agencies. All four (4) types of securities provide a high level of liquidity to meet payment demands.

Third party investment dealers are used to gain access to money market type funds or direct placement of securities. The following table and chart summarize the third parties used by the City to place investments.

**City of Chaska
Cash & Investments by Source
2Q/2022**

Cash - Reconciled	\$	2,901,533.83
Investments		
RBC Dain Rauscher	\$	8,261,315.90
Security Bank-CD	\$	225,000.00
Charter Bank-CD		225,000.00
Old National Bank-CD		225,000.00
Bank Vista-CD		225,000.00
PMA Fin. - 4M Money Market		21,964,109.63
Restricted Cash / Escrow		
US Bank	\$	2,561,657.64
Wells Fargo		4,167,678.46
PMA Fin. - 4M Money Market		2,669,104.43
Total Cash & Invesments by Source:	\$	43,425,399.89



The managed investment portfolio is the portion of the deposits and investments that City staff invests, as needed, on an ongoing basis. The managed investments portfolio is what remains after deducting deposits and investments that have been restricted.

The managed investment portfolio at \$31.1 million is determined as follows.

External Deposits and Investments	\$	43,471,901.53
Less Invested Bond Proceeds		(2,669,104.43)
Less Required Cash in Escrow		(6,729,336.10)
Total Managed Cash & Investments:	\$	34,073,461.00
Less Cash in Deposit Accounts	\$	(2,948,035.47)
Total Managed Investments:	\$	31,125,425.53

The investment portfolio generated earnings for the period of \$53,802.22, which is \$33,052.83 more than compared to the prior quarter. The portfolio also saw a decrease in fair value of \$36,917.80, which is \$61,711.20 less than compared to the prior quarter. The overall earnings and changes in fair value are summarized in the following table.

**City of Chaska
General Investments
6/30/2022**

	4/1/2021 6/30/2021	7/1/2021 9/30/2021	10/1/2021 12/31/2021	1/1/2022 3/31/2022	4/1/2022 6/30/2022
Beginning Fair Value	\$ 22,708,648.57	\$ 26,862,290.03	\$ 28,130,447.32	\$ 34,055,410.10	\$ 27,215,196.96
Beginning Weighted Avg Mat.	3.4 Months	3.9 Months	5.1 Months	4.8 Months	5.1 Months
Ending Fair Value	\$ 26,862,290.03	\$ 28,130,447.32	\$ 34,055,410.10	\$ 27,215,196.96	\$ 31,125,425.53
Earnings for Period	15,938.78	13,644.65	24,299.97	20,749.39	53,802.22
Change in Fair Value for Period	(13,957.14)	(15,525.90)	(41,193.54)	(98,629.00)	(36,917.80)
Year to Date Earnings	28,456.05	42,100.70	66,400.67	20,749.39	74,551.61
Year to Date Change Fair Value	(19,632.91)	(35,158.81)	(76,352.35)	(98,629.00)	(135,546.80)
Ending Weighted Avg Mat.	3.9 Months	5.1 Months	4.8 Months	5.1 Months	8.4 Months

The current holdings in the portfolios produced the following yield results.

Current Holdings	6/30/21	9/30/21	12/31/21	3/31/22	6/30/22
Average Yield	1.44%	1.37%	1.40%	1.36%	1.31%
Current Yield	0.24%	0.26%	0.37%	0.36%	1.28%
Yield to Maturity	0.92%	0.84%	1.01%	0.99%	1.81%

The average yield is the estimated average yield of all investments in the portfolio. The current yield is an estimated weighted average based on the principal size of each investment in the portfolio. The yield to maturity is an estimate of the overall portfolio yield if all items in the portfolio are held to final maturity.

The following table is a detailed listing of all deposits and investments held by the City.

City of Chaska Cash & Investments by Source 2Q/2022			
Bank/Dealer	Investment	Fair Market 2Q/2022	Estimated Yield
Restricted Cash and Investments			
Invested Bond Proceeds			
PMA Financial	Money Market Account (4M)	\$ 2,669,104.43	0.916%
Total Invested Bond Proceeds:		\$ 2,669,104.43	
Required Escrow Accounts			
US Bank	First American Treasury Obligations	1,060,178.04	
US Bank	First American Treasury Obligations	848,660.66	
US Bank	First American Treasury Obligations	309,880.29	
US Bank	First American Treasury Obligations	108,520.46	
US Bank	First American Treasury Obligations	21.69	
US Bank	First American Treasury Obligations	0.34	
US Bank	First American Treasury Obligations	1,608.22	
US Bank	First American Treasury Obligations	1,741.77	
US Bank	First American Treasury Obligations	231,046.17	
Wells Fargo	Escrow invested in Money Market	4,167,678.46	
Total Required Escrow Accounts:		\$ 6,729,336.10	
Total Restricted Cash and Investments:		\$ 9,398,440.53	
General Cash and Investments			
Investments			
PMA Financial	Money Market Account (4M)	\$ 9,155,244.75	0.916%
PMA Financial	Money Market Account (4MPlus)	12,808,864.88	0.944%
RBC	State & Local Bonds	3,641,899.30	0.18% - 0.75%
RBC	U.S. Government Agencies	4,619,416.60	3.66% - 3.70%
Local Banks	CDs	900,000.00	0.25% - 2.60%
Total General Investments:		\$ 31,125,425.53	-
Deposits			
OldNationalBank	Demand Deposit	\$ 2,948,035.47	0.010%
Total General Cash and Investments:		\$ 34,073,461.00	
TOTAL CASH AND INVESTMENTS:		\$ 43,471,901.53	

This report has been prepared with the assistance of Lisa Nelson, Controller, and Matt Burt, Accountant who work with me on an ongoing basis to manage overall City deposits and investments.

Please contact me if I may be of any assistance in your review of this report.