

### **Attention Location & Zoom Option**

In order to practice social distancing related to the COVID-19 pandemic, the Chaska City Council work session and meeting on Monday, August 17, 2020 will be held at the **Chaska Event Center** and **virtually on a platform called Zoom**. To learn more about participating or watching the meetings, visit [www.chaskamn.com](http://www.chaskamn.com). Any questions about how to participate should be directed to the Chaska Communication Department at [communications@chaskamn.com](mailto:communications@chaskamn.com) or (952)448-9200.



AGENDA  
CHASKA CITY COUNCIL  
CHASKA EVENT CENTER -3210 CHASKA BLVD & ZOOM  
Monday, August 17, 2020  
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 2020-64, Issuing a Negative Declaration for EIS for Oak Ridge
  - 7.B. Adopt Resolution 2020-66, Adopting the 2040 Comprehensive Plan
  - 7.C. Adopt Resolution 2020-69, Creek Road Trunk Sewer Extension Street and Utility Improvements - Phase 4 Feasibility Study



- 7.D. Adopt Resolution 2020-70, Approving Issuance of Governmental Refunding Bonds by the Carver County Community Development Agency, Series 2020B
- 7.E. Adopt Resolution 2020-71, Approving to transfer official records of the planning commission to a digital format and preservation of historical copies
- 7.F. Adopt Resolution 2020-73, Award Bid for Construction of Breaker 4 at the Minnesota River Substation

## 8. Action Items

- 8.A. Adopt Resolution 2020-67 and Ordinance 979, Approving the Preliminary Plat and Rezoning for Pioneer Vista/Lennar/PC #2020-15
- 8.B. Adopt Resolution 2020-68, Approving the Variance to Encroach into Wooded Steep Slope and Setbacks for Tract B of RLS No. 117/Karyn & Nick Acevedo/PC #2020-16
- 8.C. Adopt Resolution 2020-65, Resolution of Support for Carver County's Federal Funding Application for Highway 41 and CSAH 10 Mobility and Access Improvement
- 8.D. Adopt Resolution 2020-72, Resolution to Deploy Funding Provided to the City by the CARES Act

## 9. Bills

- 9.A. ACCOUNTS PAYABLE COUNCIL ROSTER 8-17-2020

## 10. Other Business

- 10.A. City Administrator's Report
  - 10.A.i. Bi-Weekly Report 8-17-2020
- 10.B. Other Reports
  - 10.B.i. 2nd-Qtr. 2020 Investment Report dated August 17, 2020
  - 10.B.ii. Financial Reports - June 2020

## 11. Adjourn

**REQUEST FOR ACTION  
CHASKA CITY COUNCIL  
08/17/2020**

**Subject: EAW for Oak Ridge**

Applicant: City of Chaska

Location: 1 Oak Ridge Drive

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution, issuing a negative declaration on the need for an EIS for Oak Ridge, based on the Findings of Fact and Responses to Agency Comments.

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**Purpose of an Environmental Assessment Worksheet (EAW)**

The Minnesota Environmental Policy Act recognizes that the restoration and maintenance of environmental quality is critically important to our welfare. The act also recognizes that human activity has a profound and often adverse impact on the environment. A first step in achieving a more harmonious relationship between human activity and the environment is understanding the impact, which a proposed project will have on the environment.

Environmental documents shall not be used to justify a decision, nor shall indications of adverse environmental effects necessarily require that a project be disapproved. Environmental documents shall be used as guides in issuing, amending, and denying permits and carrying out other responsibilities of governmental units to avoid or minimize adverse environmental effects and to restore and enhance environmental quality.

**EAW for Pinnacle**

In March 2020 the Concept Plan for Oak Ridge was approved. The authorization to prepare the EAW for Oak Ridge was also approved at this time. An EAW is mandatory due to the commercial square footage and multi-family units proposed on a parcel of land. The EAW was prepared and issued for public comment.

The notification was published in the *EQB Monitor* on May 18, 2020 initiating the 30-day comment period. A legal notice was submitted May 18, 2020 for publication on the City's website. The 30-day comment period ended on June 17, 2020. The City received seven comment letters during the 30-day public comment period – coming from the Minnesota State Historic Preservation Office, Minnesota Pollution Control Agency, Minnesota Department of Natural Resources, Minnesota Department of Transportation, US Army Corps of Engineers, Metropolitan Council, and Minnesota Center for Environmental Advocacy.

The comments received have been listed and responded to in the Response to Comments, Findings of Fact and Record of Decision document prepared.

### **Decision of the need for an Environmental Impact Statement (EIS)**

In deciding whether a project has the potential for significant environmental effects the RGU shall compare the impacts that may be reasonably expected to occur from the project with the criteria in this part. In deciding whether a project has the potential for significant environmental effects, the following factors shall be considered:

- A. Type, extent, and reversibility of environmental effects;
- B. Cumulative potential effects of related or anticipated future projects;
- C. The extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority; and
- D. The extent to which environmental effects can be anticipated and controlled as a result of other available environmental studies undertaken by public agencies or the project proposer, including other EIS's.

One of the primary objectives of the environmental review process is to ensure that decision-makers are fully informed on the potential impacts of a development. In reviewing the EAW and the agency comments, it is staff's opinion that the largest environmental impacts from this project relates to Water resources; Surface Water; Wastewater; Fish, wildlife, plant communities and sensitive ecological resources (rare features); Contamination/Hazardous Materials/Wastes; Stormwater; Vehicle Emissions; Greenhouse Gas Mitigation; and Noise from Highway & Construction were some of the items within the EAW and within comments received that were found to be potentially impacted by the proposed project. By following the mitigation outlined within the EAW and in the response to comments, the impacts will be avoided, minimized, and/or mitigated. In addition, these types of impacts have existing layers of agency and public review to ensure the impacts are minimized to the greatest extent possible. Given, that the regulatory framework is in place to effectively deal with the identified environmental impacts of this project. Staff would conclude that requiring an EIS would not be appropriate in this project.

### **Findings of Fact – EAW for Oak Ridge**

- 1. The proposed project is reasonably similar to other mixed-use projects in the Twin Cities metropolitan area. Other projects of similar scope, land use, natural resource, surface water, traffic, and associated mitigation have successfully mitigated potential for environmental impacts.
- 2. The EAW, in conjunction with this document, contains or references the known studies that provide information or guidance regarding environmental effects that can be anticipated and controlled.
- 3. There is no other known EIS for any similar project in the City of Chaska or surrounding area.
- 4. In light of results of environmental reviews and permitting processes for similar mixed-use projects within the Twin Cities Metro Area, the City of Chaska finds the environmental effects of the project can be adequately anticipated and controlled.

### **CITY COUNCIL ACTION REQUESTED**

**Motion to adopt Resolution No. 2020-64, issuing a negative declaration relative to the need for an EIS for Oak Ridge.**

**CITY OF CHASKA  
CARVER COUNTY, MINNESOTA**

RESOLUTION

**DATE** AUGUST 17, 2020 **RESOLUTION NO.** 2020-64

**MOTION BY COUNCILMEMBER** \_\_\_\_\_ **SECOND BY COUNCILMEMBER** \_\_\_\_\_

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**A Resolution approving the Negative Declaration on the Need for an Environmental Impact Statement for Oak Ridge**

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WHEREAS, pursuant to Minnesota Environmental Quality Board (EQB) Rules, Chapter 4410, part 4410.4300, subpart 14, the Environmental Review Process, the City of Chaska as the Responsible Governmental Unit prepared an Environmental Assessment Worksheet (EAW) for Oak Ridge; and

WHEREAS, copies of the EAW were distributed to all persons on the official EQB mailing list on May 18, 2020; and

WHEREAS, notice of the availability of the EAW for public review for a 30-day comment period was published in the EQB Monitor on May 18, 2020; and

WHEREAS, a legal notice was published on the City's website on May 18, 2020 to announce the availability of the EAW to interested parties; and

WHEREAS, the 30-day comment period ended on June 17, 2020 and all comments and recommendations received from reviewing agencies have been considered; and

WHEREAS, it has been determined that the proposed actions at Oak Ridge do not have the potential for significant environmental effects; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Chaska hereby does make a negative declaration on the need for an Environmental Impact Statement for Oak Ridge.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 17<sup>th</sup> day of August, 2020.

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Mark Windschitl, Mayor

Attest: \_\_\_\_\_  
Chaska Deputy Clerk

## RECORD OF DECISION

### FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

Date: August 10, 2020  
RE: Determination of Need for an Environmental Impact Statement (EIS)  
Project: Oak Ridge Development  
Location: City of Chaska, Carver County, MN

#### FINDINGS OF FACT:

1. RCS-RCA Oak Ridge, LLC is proposing to redevelop land surrounding the Oak Ridge Hotel and Conference Center, Chaska, Carver County, MN. The proposed expansion includes 398 senior living type units, 100 multifamily units and 166,000 square feet of retail space.
2. The project falls within the mandatory Environmental Assessment Worksheet (EAW) category of Minnesota Rules part 4410.4300, Subpart 32 – Mixed residential and industrial-commercial projects; Subpart 19 – Residential development.
3. City of Chaska is serving as the Responsible Government Unit (RGU).
4. The EAW was prepared using the form approved by the Minnesota Environmental Quality Board in accordance with Minnesota Rules Part 4410.1300; and
5. The EAW is incorporated by reference in this Record of Decision; and
6. The EAW was published in the EQB on May 18, 2020. A copy of the EAW was sent to all persons on the EQB Distribution List. Hard copies of the EAW were also available for public viewing at the City of Chaska City Office, the City of Chaska website, and available upon request.
7. The 30-day public review and comment period opened on May 18, 2020 and ended on June 17, 2020. Seven written comments were received from four state agencies (Minnesota Department of Transportation, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, Minnesota State Historic Preservation Office, and US Army Corps of Engineers), one regional agency (Metropolitan Council), and one advocacy group (Minnesota Center for Environmental Advocacy). No other comments were received.

#### DECISION REGARDING NEED FOR ENVIRONMENTAL IMPACT STATEMENT

The City of Chaska considered the following factors in Minnesota Rules, part 4410.1700 in deciding whether the project has the potential for significant environmental effects:

1. *Type, extent, and reversibility of environmental effects*  
The City of Chaska finds the analysis completed for the EAW is adequate to determine whether the project has the potential for significant environmental impacts. The EAW described the type and extent of impacts anticipated to result from the proposed project. This document provides clarifications and summarizes the dominant and recurring issues within the EAW. By following the mitigation outlined in the EAW and in the response to comments, the impacts will be avoided, minimized, and/or mitigated.
2. *Cumulative potential effects of related or anticipated future projects*  
The proposed development is compatible with surrounding land uses and the surrounding area contains the infrastructure to support it and provides access to the existing transportation network of roads and utilities. Because of this, there are no known anticipated future projects that pose related potential cumulative effects.
3. *Extent to which environmental effects are subject to mitigation by on-going public regulatory authority*

## RECORD OF DECISION

### FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

The mitigation of environmental impacts will be designed and implemented in coordination with the applicable regulatory agencies. All mitigation efforts will be subject to the plan approval and permitting process at the City of Chaska and other regulatory agencies. Permits and approvals are identified within the Permits table, updated and included as Appendix B to this Record of Decision.

4. *The extent to which environmental effects can be anticipated and controlled as a result of other available environmental studies undertaken by public agencies or the project proposer, including other EIS's*

The City finds:

- a. The proposed project is reasonably similar to other mixed-use projects in the Twin Cities metropolitan area. Other projects of similar scope, land use, natural resource, surface water, traffic, and associated mitigation have successfully mitigated potential for environmental impacts.
- b. The EAW, in conjunction with this document, contains or references the known studies that provide information or guidance regarding environmental effects that can be anticipated and controlled.
- c. There is no other known EIS for any similar project in the City of Chaska or surrounding area.
- d. In light of results of environmental reviews and permitting processes for similar mixed-use projects within the Twin Cities Metro Area, the City of Chaska finds the environmental effects of the project can be adequately anticipated and controlled.

### CONCLUSIONS

Based on the criteria in Minnesota Rules, part 4410.1700, the project does not have the potential for significant environmental effects. An Environmental Impact Statement (EIS) is not required for the Oak Ridge Development project. The RGU makes a Negative Declaration and does not require the preparation of an Environmental Impact Statement (EIS).

### RESPONSE TO COMMENTS:

The following comments were received on the EAW. Consistent with state environmental review rules, written responses have been prepared for all substantive comments submitted during the 30-day EAW comment period and the comment letters are included in Appendix A.

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FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

Table 1. Comments and Responses to EAW

| Entity | Responder     | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MnDOT  | Cameron Muhic | MnDOT's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities having the authority to regulate land use shall take all reasonable measures to prevent the establishment of land use activities, listed in the MPCA's Noise Area Classification (NAC), anywhere that the establishment of the land use would result in immediate violations of established State noise standards. | Thank you for your comment. The project will comply with all state noise standards. The City will work with the developer to ensure the residential outdoor spaces are located are buffered from the surrounding roadways by the buildings which will act as a noise barrier to mitigate traffic noise from the surrounding roadways. The residential buildings are also a few hundred feet from the nearest roadway which also provides a buffer between the residential areas and the surrounding roadways. |
|        |               | MnDOT policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures in such developed areas. The project proposer is required to assess the existing noise situation and take the action deemed necessary to minimize the impact to the proposed development from any highway noise.                                                                                                                                                                                                                                                                                                                                                                                                                                               | Thank you for your comment. It is understood that any actions needed to minimize highway noise would need to be completed by the developer. The project will comply with all state noise standards.                                                                                                                                                                                                                                                                                                           |
|        |               | A Drainage Permit is required for any development that discharges stormwater to MnDOT right- of-way/drainage system. The permit applicant shall demonstrate that offsite runoff coming to MnDOT drainage system and/or right-of-way will not increase as a result of the proposed project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Thank you for your comment. A MnDOT drainage permit has been added to the permits and approvals table included in Appendix B.                                                                                                                                                                                                                                                                                                                                                                                 |

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| Entity | Responder    | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Response                                                                                                                                                                                                                                                                                                                                                      |
|--------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |              | In addition to the permits mentioned above in Water Resources, any use of, or work within or affecting, MnDOT right of way will require a permit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Thank you for your comment. A MnDOT drainage permit has been added to the permits and approvals table included in Appendix B.                                                                                                                                                                                                                                 |
| MPCA   | Karen Kromar | <p>Surface Water:</p> <p>This section of the EAW contains a discussion of lakes within one mile of the Project area on the Impaired Waters List and states: “The four lakes are identified as aquatic recreation impaired use waters and a Total Maximum Daily Load (TMDL) study is required to determine additional nutrient impairments.” Please note that the TMDL study for these lakes (among others) was completed earlier this year and can be found here: <a href="https://www.pca.state.mn.us/sites/default/files/wq-iw7-51e.pdf">https://www.pca.state.mn.us/sites/default/files/wq-iw7-51e.pdf</a>. All of these TMDL allocations require significant reductions for water quality standards to be met: “Overall needed P loading reductions range from 67% to 91% to meet state standards. Main emphases to reduce these loads includes landowner Best Management Practices, rough fish management, and urban stormwater management” as noted on page v of the TMDL report. For questions regarding the TMDL report, please contact Tim Schwarz at 651-757-2426 or <a href="mailto:Timothy.Schwarz@state.mn.us">Timothy.Schwarz@state.mn.us</a>.</p> | Thank you for your comment. All stormwater management BMP’s will meet City and Watershed Management Organization. The project will comply with all City, County and State rules for stormwater management and will be addressed in the Stormwater Management Plan that will be reviewed by the City for compliance.                                           |
|        |              | <p>Surface Water:</p> <p>Chloride use creates significant impacts to surface water, groundwater, and soils. It is often fatal to wildlife. Chlorides are used to some extent in almost all developments, especially in northern climates. They are added for dust control, de-icing of driving and walking surfaces, and softening water among other uses.</p> <p>Pervious surfaces for parking lots and sidewalks can reduce the need for chloride use and also reduce stormwater runoff. Centralized water softening systems can reduce chloride use and reduce the quantity of chlorides that enter surface waters via wastewater plants. These are important considerations when proposing any type of development that includes an increase in water use or hard surfaces.</p>                                                                                                                                                                                                                                                                                                                                                                              | Thank you for your comment. The developer will look for ways to minimize chloride use. The stormwater plan has been revised to have a larger more centralized treatment area in the parking lot of the hotel that will have a wet storage area and pretreatment along with using the stormwater for irrigation of the green space throughout the development. |



RECORD OF DECISION

FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

| Entity | Responder       | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Response                                                                                                                                                                                                                                                                               |
|--------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |                 | Please provide some discussion as to ways that chloride will be used during the life of this Project, and ways that its use will be minimized or eliminated to protect soils, surface and groundwater, and wildlife.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                        |
|        |                 | <p>Wastewater:</p> <ul style="list-style-type: none"> <li>• Design wastewater flow calculations should include average daily and peak flow.</li> <li>• A map showing the connection to the city sewer and the sewer route to the wastewater treatment plant would be useful. This can be a high-level general view.</li> <li>• A brief discussion of where the flow will ultimately be treated, and the current capacity and design capacity of the wastewater treatment plant should be included. Questions regarding wastewater should be directed to Dave Sahli at 651-757-2687 or David.Sahli@state.mn.us.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                    | Thank you for your comment. The average daily and peak flow information is included in Appendix C including the receiving wastewater treatment plant information. The existing sanitary sewer lines were shown on the existing conditions exhibit included in Attachment A of the EAW. |
|        |                 | <p>Noise:</p> <p>The MPCA appreciates that the Project proposer has identified that equipment used during construction will have working exhaust systems (including mufflers). In addition, we would recommend that construction take place during daytime hours (7:00 am to 10:00 pm), as is practicable. This is to ensure that noise stays below the state standards as much as possible for individuals residing in the existing hotel, which is classified under the strictest residential noise standards (Noise Area Classification 1). The NAC 1 standards are strictest during nighttime hours (10:00 pm to 7:00 am), to be protective of people resting. If the hotel is unoccupied during construction, or is no longer being used as a hotel, this comment would not apply. The MPCA does not foresee any issues with noise after the build-out of the proposed Project. For noise related questions, please contact Fawkes Char at 651-757-2327 or Fawkes.Char@state.mn.us.</p> | Thank you for your comment. The project will comply with all state noise standards.                                                                                                                                                                                                    |
| DNR    | Melissa Collins | Page 4, Permits and Approvals Required. A DNR Water Appropriation Permit will be required for the pumping of water from streams, lakes, wetlands, or the ground in volumes that exceed 10,000 gallons per day,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Thank you for your comment. A DNR Water Appropriation Permit has been added to the Permits and                                                                                                                                                                                         |

RECORD OF DECISION

FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

| Entity | Responder | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Response                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |           | or one million gallons per year. This includes dewatering for constructing buildings, utilities, stormwater ponds, grading, or placing culverts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Approvals table in Appendix B.                                                                                                                                                                                                                                                                                                                                                                                   |
|        |           | Page 8, Water Resources. The property abuts McKnight Lake (10-216w) and Chaska East Creek (M-055-018). The proposer should contact the DNR for permit discussion when designing the stormwater system. McKnight Lake does not have a surveyed Ordinary High Water Level (OHWL). Big Woods Lake (10-249w) on the north side of the parcel does not show up as a public water basin on GIS, although it is in the Lakes Database as 10-249w. DNR either needs to correct the shapefile to include this basin, or determine that this basin has been misidentified. The developer should contact DNR for clarification when they develop plans for this part of the project, as these basins should be surveyed to determine OHWL. | Thank you for your comment. The proposed project will avoid impacts to the City property surrounding McKnight Lake or Big Woods Lake; therefore, no encroachment within the DNR Public Waters is anticipated. The project will comply with all City, County and State rules for stormwater management. and will be addressed in the Stormwater Management Plan that will be reviewed by the City for compliance. |
|        |           | Wild parsnip, an invasive species, has been recently documented along the property boundary. We recommend that equipment be cleaned/inspected to inhibit the spread of Invasive species (see attachment).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Thank you for your comment. Your comment has been noted.                                                                                                                                                                                                                                                                                                                                                         |
|        |           | McKnight Lake is considered an impaired water due to excessive nutrient loading. We appreciate the planned pre-treatment stormwater system designed to remove Phosphorus. In addition to the treatment of stormwater from impervious surfaces, the expansion of manicured lawn and maintained landscaping could increase the nutrient load to McKnight Lake and Big Woods Lake via delineated Ephemeral Streams A, B, C, E. Please consider installing a native buffer, free of fertilizers and chemicals, to filter any additional nutrient loading via these streams.                                                                                                                                                         | Thank you for your comment. The areas surrounding the streams will be avoided and maintained in their current state. The project will comply with all City, County and State rules for stormwater management and will be addressed in the Stormwater Management Plan that will be reviewed by the City for compliance.                                                                                           |
|        |           | The planned increase in impervious surfaces will also increase the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Thank you for your comment. The                                                                                                                                                                                                                                                                                                                                                                                  |

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FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

| Entity | Responder | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Response                                                                                                                                                                                                                                                                                                                                               |
|--------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |           | amount of road salt used in the project area. Chloride released into local lakes and streams does not break down, and instead accumulates in the environment, potentially reaching levels that are toxic to aquatic wildlife and plants. Consider promoting local business and city applicator participation in the Smart Salting Training offered through the Minnesota Pollution Control Agency. More information and resources can be found at this website. Many winter maintenance staff who have attended the Smart Salting training — both from cities and counties and from private companies — have used their knowledge to reduce salt use and save money for their organizations.                          | developer will look for ways to minimize chloride use and improve treatment of stormwater runoff to minimize potential impacts to downstream waters. The project will comply with all City, County and State rules for stormwater management and will be addressed in the Stormwater Management Plan that will be reviewed by the City for compliance. |
|        |           | Due to entanglement issues with small animals, use of erosion control blanket should be limited to 'bio-netting' or 'natural netting' types, and specifically not products containing plastic mesh netting or other plastic components. These are Category 3N or 4N in the 2016 & 2018 MnDOT Standards Specifications for Construction. Also be aware that hydro-mulch products may contain small synthetic (plastic) fibers to aid in its matrix strength. These loose fibers could potentially re-suspend and make their way into Public Waters. As such, please review mulch products and do not use any materials with synthetic (plastic) fiber additives in areas that drain to Public Waters (see attachment). | Thank you for your comment. The developer will use wildlife-friendly erosion control methods during construction.                                                                                                                                                                                                                                      |
|        |           | Please reseed disturbed areas with appropriate BWSR-approved, native, noxious weed-free seed mixes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Thank you for your comment. BWSR approved seed mixes will be used.                                                                                                                                                                                                                                                                                     |

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FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

| Entity               | Responder     | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Response                                                                                                                                                                                                                                                                 |
|----------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Metropolitan Council | Angela Torres | <p>Item 11. Water Resources (Lanya Ross, 651-602-1803)</p> <p>Additional information about future water demand is needed before Council staff can determine whether the proposed project will have an impact on the local water supply plan. Although this project proposes to rely entirely on the City of Chaska to provide water to an existing conference center and recreation facilities in addition to another 166,000 square feet of commercial retail and up to 498 residential units, the EAW does not include any estimate of additional water demand. Without this information, it is unclear what impact the proposed project will have on the City's water supply infrastructure. Understanding potential water demand would also be useful to consider in the context of the City's water sources, which may have limitations. MN statute (Minn. Stat. § 103G.271, subd. 4a) limits the use of the Mt. Simon-Hinckley aquifer for not-essential purposes, and drift aquifers may be more vulnerable to contamination and are less certain in extent and productivity.</p> | <p>Thank you for your comment. Additional water demand has been reviewed with the City of Chaska and it was determined that the City's water supply has adequate capacity for the proposed project. The proposed water demand information is included in Appendix C.</p> |

RECORD OF DECISION

FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>Item 12. Contamination/Hazardous Materials/Wastes (Lanya Ross, 651-602-1803) Information about proposed fuel station location is needed before Council staff can comment on changed risk to municipal drinking water sources. The EAW notes that three underground fuel storage tanks are proposed within the retail lot, but no other detail about the location is provided. It is unclear whether the proposed underground fuel storage tanks are located within the moderately vulnerable Drinking Water Supply Management Area or not. Please provide additional information to determine the potential risk to drinking water supplies.</p> | <p>Thank you for your comment. See comment response above. The fuel tanks are located in a moderately vulnerable drinking water supply management area. The fuel tanks will be lined and will meet MPCA and Minnesota Department of Health regulations and standards. The fuel tanks will have a leak detection system as required by the MPCA and will be closely monitored for any potential leaks. Additionally, the soils in the area are not conducive to infiltration, as heavy clay soil is present in the area, but the tank excavation will be lined with an impermeable membrane to protect the soils from potential contamination and provided additional protection to the drinking water supply. All these systems will be monitored continuously through the detection system to determine if any of fueling system is malfunctioning. The stormwater runoff from this area will be collected and will pass through an oil and fuel separator prior to entering the stormwater system. All systems will be regularly monitored for any leaks or sign of contamination, and any issues with leaks or spills will be immediately addresses and</p> |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

RECORD OF DECISION

FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

| Entity | Responder | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Response                                                                                                                                                                                                                                                          |
|--------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | contained to prevent contamination of the groundwater.                                                                                                                                                                                                            |
|        |           | <p>Forecasts (Todd Graham, 651-602-1322)</p> <p>The site is a small part of TAZ #369. The City's TAZ allocation, submitted with its draft 2040 Plan, expects growth of 21 households, 130 population, and 270 jobs during 2020-2040. Should this development proceed, the TAZ #369 allocation for 2030 and 2040 must be increased. Council staff recommend adding 500 households and 600 population on top of the current allocation. The increase can be offset with reductions in zones elsewhere in Chaska. A forecast change to the City total is not necessary at this time. The TAZ table can be revised through correspondence with Council staff, separate from a formal review process.</p>                                                                            | <p>Thank you for your comment. The City will work with Met Council on the TAZ's and projections for the area.</p>                                                                                                                                                 |
|        |           | <p>Item 6. Project Description (Todd Graham, 651-602-1322)</p> <p>The EAW contains inconsistencies in the proposed project description. The information in Item 6 describes a development with commercial buildings (totaling 166,000 square feet of floorspace) and a residential complex with 498 multi-family and senior housing units. This number is consistent with the Conceptual Site Plan in Attachment 1. However, it does not address the multiple residential buildings depicted in the site plan. Additionally, Figure 7 identifies four residential complexes with a total of 616 units. If multiple scenarios are under consideration, this should be clarified. Otherwise, the information in the EAW needs to be corrected to reflect the correct numbers.</p> | <p>Thank you for your comment. The total unit count is 498 residential units between multi-family and senior housing units throughout multiple buildings. Only one scenario is being reviewed at this time.</p>                                                   |
|        |           | <p>Item 9. Land Use (Raya Esmaeili, 651-602-1616)</p> <p>The EAW states that the site's planned land use is Business Park, as identified in the City's 2040 Comprehensive Plan (Plan). Although this statement is accurate, given that the 2040 Plan is currently under review by the Council, the 2030 Plan is the adopted comprehensive plan in effect. While, the 2030 Plan also guides the site as Business Park, the EAW needs to reference the 2030 Plan as the adopted Plan.</p>                                                                                                                                                                                                                                                                                         | <p>Thank you for your comment. The proposed project is compatible with the Planned Unit Development (PUD) approval that was completed as part of the Oak Ridge Hotel and Conference Center Development. The City is working with the developer to confirm the</p> |

RECORD OF DECISION

FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

| Entity | Responder | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Response                                                                                                                                                                                                                                                            |
|--------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |           | <p>The EAW proposes 498 (or 616) housing units on this site. However, the land use guiding of Business Park does not allow for any residential development. Therefore, the proposed project is not consistent with the planned land use of this site. Since Chaska's 2040 Plan is currently under review, depending on local public hearing protocols the City can still revise the site's planned land use to ensure consistency and allow for all project components. Otherwise, following Council Plan authorization, the City can adopt the 2040 Plan as is and submit a comprehensive plan amendment at a later time to allow for the development of this project to move forward. Contact Council staff for assistance.</p> <p>Moreover, the EAW acknowledges that the existing conference center and hotel may be repurposed into office, institutional, and/or other uses. Depending on the final repurposing, additional changes to the draft 2040 Plan including land use guiding or land use category descriptions may need revisions.</p> | <p>proposed development is compatible with the approved PUD. The City will work with Met Council on updating the comprehensive plan to reflect the details of the PUD.</p>                                                                                          |
|        |           | <p>Item 9a.ii. Land Use – Parks and Trails (Colin Kelly, 651-602-1361)</p> <p>The EAW does not identify the Highway 41 and Twin Cities and Western Region Trail Search Corridors located directly south and east of the site. The Council's regional trail search corridors represent the proposed location of future expansions of the Regional Parks System and the specific routing of them has not yet been finalized. They also do not have Council-adopted master plans. The applicants should consider how the development may connect or integrate with a future regional trail near the site.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Thank you for your comment. The developer will work with the City to determine ways to integrate trail connections to the future regional trails within the project vicinity. An exhibit depicting sidewalk and trail connections is included in Appendix D.</p> |
|        |           | <p>Item 11. Water Resources (Joe Mulcahy, 651-602-1104)</p> <p>Several aspects of the proposed project, including the large amount of grading, areas of steep slopes, amount of impervious area, drainage to local lakes, and location partially within the North Chaska wellhead protection and drinking water supply management areas, could potentially result in significant impacts to water resources. Therefore, Council staff emphasizes the need to use all necessary best</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>Thank you for your comment. The developer will incorporate best management practices in the design and construction of the proposed development. The developer will work with the City to minimize any potential impacts to</p>                                  |

RECORD OF DECISION

FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

| Entity | Responder | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Response                                                                                                                                                                                                                                                                                                                                      |
|--------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |           | management practices in the planning and construction of this project to minimize these potential impacts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | the water resources in the area.                                                                                                                                                                                                                                                                                                              |
|        |           | <p>Item 11. Water Resources (Lanya Ross, 651-602-1803)</p> <p>As the site is developed, Council staff recommend looking for opportunities to promote water efficiency. Resources such as the Council's Water Conservation Toolbox (<a href="https://metro council.org/Wastewater-Water/Planning/Water-Supply-Planning/Guidance-Planning-Tools/Water-Conservation/Toolbox.aspx">https://metro council.org/Wastewater-Water/Planning/Water-Supply-Planning/Guidance-Planning-Tools/Water-Conservation/Toolbox.aspx</a>) and the University of Minnesota's Turfgrass Science Irrigation Resources (<a href="https://turf.umn.edu/lawn-info/irrigation-resources">https://turf.umn.edu/lawn-info/irrigation-resources</a>) may be useful.</p>                           | Thank you for your comment. The developer will review the water conservation toolbox to look for ways to promote water efficiency on the site.                                                                                                                                                                                                |
|        |           | <p>Item 11bii. Stormwater (Cameran Bailey, 651-602-1212)</p> <p>Council staff recommends that the developers and City consider incorporating green roofs into the site's proposed stormwater features to assist with stormwater retention and detention requirements. The Minnesota Pollution Control Agency's (MPCA) online "Stormwater Manual" (<a href="https://stormwater.pca.state.mn.us/index.php/Green_roofs">https://stormwater.pca.state.mn.us/index.php/Green_roofs</a>) offers guidance for designing and calculating stormwater retention and detention values. Green roofs also increase the energy efficiency of buildings by adding a layer of insulation to the roof, which reduces operating and living costs for building owners and tenants.</p> | Thank you for your comment. Green roofs and other stormwater features will be considered as design progresses for the proposed development. The project will comply with all City, County and State rules for stormwater management and will be addressed in the Stormwater Management Plan that will be reviewed by the City for compliance. |
|        |           | <p>Item 13b. Fish, Wildlife, Plant Communities, and Sensitive Ecological Resources (Rare Features) (Cameran Bailey, 651-602-1212)</p> <p>The EAW states that there are no Regionally Significant Ecological Areas (RSEA) within the project site or within one mile of the site. However, according to the MN Department of Natural Resources' (DNR) RSEA database, the majority of the southern half of the site contains a "moderately" rated RSEA. This proposal may also be in conflict with the natural and environmental resource goals and policies in Chaska's draft 2040 Plan that states: "Natural and environmental resources are</p>                                                                                                                    | Thank you for your comment. The City will work with the developer to minimize the project footprint and meet the goals outlined in the 2040 Draft Comprehensive Plan.                                                                                                                                                                         |



RECORD OF DECISION

FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

| Entity | Responder | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Response                                                                                                                                                                                                                                                                                   |
|--------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |           | protected for the benefit of the overall health of the community's natural and human environment." Council staff encourages the City to work with the developer on the details of the site plan to ensure protection of these resources.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                            |
|        |           | Item 16b. Vehicle Emissions (Cameran Bailey, 651-602-1212)<br>Council staff recommends the adoption and integration of either electric vehicle charging infrastructure, or electric vehicle-ready charging infrastructure. City staff can find guidance in the Great Plains Institute's "Becoming Electric Vehicle Ready" ( <a href="https://www.driveelectricmn.org/becoming-ev-ready/">https://www.driveelectricmn.org/becoming-ev-ready/</a> ) guideline document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Thank you for your comment. The developer will review options to incorporate electric vehicle charging stations into the design of the proposed development.                                                                                                                               |
|        |           | Urban Heat Island (UHI) Effect – The proposed development maintains the existing UHI effect, which increases the demand on the electrical grid to meet cooling load requirements, increases the cost of living due to higher cooling load demands, exacerbates the impacts of heat waves, and increases the vulnerability of the humans most at risk to such heat events-those 65 and older (MN Department of Health "MN Climate Change Vulnerability Assessment", <a href="https://www.health.state.mn.us/communities/environment/climate/docs/mnclimvulnreport.pdf">https://www.health.state.mn.us/communities/environment/climate/docs/mnclimvulnreport.pdf</a> , page 20). Increasing the site's impervious surface footprint by nearly 25 acres can be a substantial impact for a 64-acre project.<br><br>The project proposer should consider mitigation of UHI effects by installing green roofs, cool roofs, planting and maintaining trees, incorporating trees into site design, and constructing cool, reflective, and permeable pavements (Metropolitan Council, "Keeping Our Cool: Extreme Heat in the Twin Cities Region", <a href="https://metro council.maps.arcgis.com/apps/MapJournal/index.html?appid=7d9cdd3929e9439bb5b25aa1186d5783">https://metro council.maps.arcgis.com/apps/MapJournal/index.html?appid=7d9cdd3929e9439bb5b25aa1186d5783</a> ). Such measures would also be in line with the climate resilience and vulnerability action in Chaska's draft 2040 Plan, which states: | Thank you for your comment. The developer will look to incorporate additional measures into the design to reduce the UHI effect. The project proposer will work with the City on additional resiliency efforts for incorporation into the project if they are deemed financially feasible. |

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| Entity | Responder     | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Response                                                                                                                                                                                     |
|--------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |               | <p>“Consideration of vulnerabilities – and responses to those vulnerabilities – will strengthen our community’s ability to prepare for a respond to climate impacts, aging infrastructure, changing from a developing to a developed community, etc. The City should work to understand these needs and determine its role in meeting those needs.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                              |
|        |               | <p>Greenhouse Gas (GHG) Mitigation – The proposed development will maintain a large electrical and natural gas density of consumption, which will continue to drive greenhouse gas emissions, which drive climate change, and the negative environmental impacts that come with it.</p> <ul style="list-style-type: none"> <li>• The project proposer should consider the integration of green roofs and trees into the site design as they increase energy efficiency, decrease operating and living costs, and decrease the consumption of electricity and natural gas on site.</li> <li>• The project proposer should consider the integration of solar photovoltaic (PV) systems into the rooftop design and utility of the proposed development, as well as into the surface parking lot design. Approximately 5 acres of surface parking can accommodate the development of 1 megawatt of solar electricity production. One megawatt of annual electricity production would meet the annual electricity needs of the 498 proposed units. Such implementation would be in line with an environmental resource policy in Chaska’s draft 2040 Plan, which states: “Encourage the City, businesses, and residents to participate in renewable energy programs or install renewable energy systems.”</li> </ul> | <p>Thank you for your comment. The project proposer will work with the City on additional resiliency efforts for incorporation into the project if they are deemed financially feasible.</p> |
| SHPO   | Sarah Beimers | <p>We have reviewed the cultural resources survey report that was prepared for this project. Based on the results of the survey, as well as other information that is available to us at this time, we conclude that there are no properties listed in the National or State Registers of Historic Places, and no known or suspected archaeological properties in</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Thank you for your comment.</p>                                                                                                                                                           |

RECORD OF DECISION

FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

| Entity                     | Responder         | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                            |                   | the area that will be affected by this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| US Army Corps of Engineers | Eric White        | The purpose of this letter is to inform you that based on the Oak Ridge Development EAW for the project referenced above a Department of the Army (DA) permit would be required for your proposed activity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Thank you for your comment. The developer understands that a Section 404 permit maybe required from the US Army Corps of Engineers for the proposed project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| MCEA                       | Carolyn Berninger | <p>Minnesota Center for Environmental Advocacy (“MCEA”) appreciates the opportunity to comment on the Environmental Assessment Worksheet (“EAW”) for the Oak Ridge Development (“the Project”). This is an opportunity to continue the conversation around analyzing greenhouse gas emissions as part of the EAW process for residential and commercial developments.</p> <p>While MCEA appreciates the work that the City of Chaska has done to create a comprehensive EAW for the Project, the EAW omits a potentially significant environmental impact: climate change. In order to comply with Minnesota law and policy, the EAW must analyze the greenhouse gas emissions that the development will emit, possible mitigation measures to reduce those emissions, and the impacts of climate change on the Project. Revising the EAW to include this analysis would also enable the City to promote smarter, cleaner, and more resilient growth. For this reason, MCEA respectfully requests that the City revise the Environmental Assessment Worksheet (“EAW”) to include this vital information.</p> | <p>Thank you for your comment. The EAW addressed vehicle emissions consistent with Minnesota Environmental Quality Board guidance and in consultation with the MPCA. The MPCA is the regulatory body for air quality. The MPCA reviews the Air Quality Index (AQI) to confirm the Twin Cities Metro Area continues to be in an Attainment Area for Air Quality.</p> <p>The MPCA monitors 10 air pollutants and reviews the Air Quality Index (AQI) to confirm the Twin Cities metropolitan area continues to be an attainment area. As part of the Clean Air Act, the US Environmental Protection Agency (EPA) calculates the AQI for five major air pollutants. The data collected from the MPCA monitoring stations is compared to the EPA AQI ranges. The Twin Cities AQI in the Twin Cities Metro area is considered good.</p> |

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FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

| Entity | Responder | Comment | Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------|-----------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |           |         | <p>The State of Minnesota has not adopted any additional methods of quantifying the potential impacts of greenhouse gas emissions. There is no agreed upon method to quantify the change in greenhouse gas emissions relative to a specific site or project.</p> <p>The developer has incorporated the following practices into the design, construction, and operation of the proposed development. The project proposer selects building materials that contain high percentages of recycled content. This includes the outer architectural panels and the insulation used in the building that provides a great R-value which reduces heating and cooling needs and overall energy use. The landscape design utilizes native vegetation and drought tolerant species that minimizes irrigation needs and water use. Mechanical heat for the refrigeration system is captured and reused to heat water on the site which reduces overall energy use within the development. Coordinated deliveries and transportation logistics for the development reduces the number of trucks and</p> |

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FINDINGS OF FACT AND CONCLUSIONS, RESPONSES TO COMMENTS

| Entity | Responder | Comment | Response                                                                                                                                                                                                                          |
|--------|-----------|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |           |         | transport vehicles entering and leaving the site which reduces vehicle emissions. Furthermore, composting, recycling and reuse of packing reduces the amount of waste leaving the development and entering landfills in the area. |

## APPENDIX A

## Payne, Ashley

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**From:** Elizabeth Hanson <EHanson@chaskamn.com>  
**Sent:** Thursday, June 18, 2020 8:11 AM  
**To:** Payne, Ashley; Brandt, Mike  
**Subject:** FW: Oak Ridge Development - DNR comments  
**Attachments:** Wildlife-Friendly\_Products-accessible.pdf; equipment\_cleaning\_to\_minimize\_invasives.pdf

**Categories:** External

DNR Comments attached.

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**From:** Kevin Ringwald <KRingwald@chaskamn.com>  
**Sent:** Wednesday, June 17, 2020 5:52 PM  
**To:** Elizabeth Hanson <EHanson@chaskamn.com>  
**Subject:** Fwd: Oak Ridge Development - DNR comments

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**From:** Collins, Melissa (DNR) <[Melissa.Collins@state.mn.us](mailto:Melissa.Collins@state.mn.us)>  
**Sent:** Wednesday, June 17, 2020 5:32:51 PM  
**To:** Kevin Ringwald <[KRingwald@chaskamn.com](mailto:KRingwald@chaskamn.com)>  
**Subject:** Oak Ridge Development - DNR comments

Dear Mr. Ringwald,

Thank you for the opportunity to comment on the Oak Ridge Development EAW. We respectfully submit the following comments for your consideration:

1. Page 4, Permits and Approvals Required. A DNR Water Appropriation Permit will be required for the pumping of water from streams, lakes, wetlands, or the ground in volumes that exceed 10,000 gallons per day, or one million gallons per year. This includes dewatering for constructing buildings, utilities, stormwater ponds, grading, or placing culverts.
2. Page 8, Water Resources. The property abuts McKnight Lake (10-216w) and Chaska East Creek (M-055-018). The proposer should contact the DNR for permit discussion when designing the stormwater system. McKnight Lake does not have a surveyed Ordinary High Water Level (OHWL). Big Woods Lake (10-249w) on the north side of the parcel does not show up as a public water basin on GIS, although it is in the Lakes Database as 10-249w. DNR either needs to correct the shapefile to include this basin, or determine that this basin has been misidentified. The developer should contact DNR for clarification when they develop plans for this part of the project, as these basins should be surveyed to determine OHWL.
3. [Wild parsnip](#), an invasive species, has been recently documented along the property boundary. We recommend that equipment be cleaned/inspected to inhibit the spread of Invasive species (see attachment).
4. McKnight Lake is considered an impaired water due to excessive nutrient loading. We appreciate the planned pre-treatment stormwater system designed to remove Phosphorus. In addition to the treatment of stormwater from impervious surfaces, the expansion of manicured lawn and maintained

landscaping could increase the nutrient load to McKnight Lake and Big Woods Lake via delineated Ephemeral Streams A, B, C, E. Please consider installing a native buffer, free of fertilizers and chemicals, to filter any additional nutrient loading via these streams.

5. The planned increase in impervious surfaces will also increase the amount of road salt used in the project area. Chloride released into local lakes and streams does not break down, and instead accumulates in the environment, potentially reaching levels that are toxic to aquatic wildlife and plants. Consider promoting local business and city applicator participation in the Smart Salting Training offered through the Minnesota Pollution Control Agency. More information and resources can be found at this [website](#). Many winter maintenance staff who have attended the Smart Salting training — both from cities and counties and from private companies — have used their knowledge to reduce salt use and save money for their organizations.
6. Due to entanglement issues with small animals, use of erosion control blanket should be limited to 'bio-netting' or 'natural netting' types, and specifically not products containing plastic mesh netting or other plastic components. These are Category 3N or 4N in the 2016 & 2018 MnDOT Standards Specifications for Construction. Also be aware that hydro-mulch products may contain small synthetic (plastic) fibers to aid in its matrix strength. These loose fibers could potentially re-suspend and make their way into Public Waters. As such, please review mulch products and do not use any materials with synthetic (plastic) fiber additives in areas that drain to Public Waters (see attachment).
7. Please reseed disturbed areas with appropriate BWSR-approved, native, noxious weed-free seed mixes.

Please let me know if you have any questions.

Sincerely,

**Melissa Collins**

Regional Environmental Assessment Ecologist | Ecological and Water Resources

Pronouns: She/her

**Minnesota Department of Natural Resources**

1200 Warner Road

St. Paul, MN 55106

Phone: 651-259-5755

Email: [melissa.collins@state.mn.us](mailto:melissa.collins@state.mn.us)

[mndnr.gov](http://mndnr.gov)







**Minnesota Center for  
Environmental Advocacy**

June 17, 2020

Mr. Kevin Ringwald  
City of Chaska  
One City Hall Plaza 5  
Chaska, MN 55318-1962

**VIA E-MAIL**

*Re: Environmental Assessment Worksheet for Oak Ridge Development*

Dear Mr. Ringwald,

Minnesota Center for Environmental Advocacy (“MCEA”) appreciates the opportunity to comment on the Environmental Assessment Worksheet (“EAW”) for the Oak Ridge Development (“the Project”). This is an opportunity to continue the conversation around analyzing greenhouse gas emissions as part of the EAW process for residential and commercial developments.

While MCEA appreciates the work that the City of Chaska has done to create a comprehensive EAW for the Project, the EAW omits a potentially significant environmental impact: climate change. In order to comply with Minnesota law and policy, the EAW must analyze the greenhouse gas emissions that the development will emit, possible mitigation measures to reduce those emissions, and the impacts of climate change on the Project. Revising the EAW to include this analysis would also enable the City to promote smarter, cleaner, and more resilient growth. For this reason, MCEA respectfully requests that the City revise the Environmental Assessment Worksheet (“EAW”) to include this vital information.

Please see our comments for further discussion. Again, we thank you for the opportunity to continue these important discussions regarding the protection of our state’s environment.

Sincerely,

/s/ Carolyn Berninger  
Carolyn Berninger  
Climate and Energy Policy Analyst

CB/el

Enclosure

**Minnesota Center for Environmental Advocacy's Comments  
on the Oak Ridge Development Environmental Assessment  
Worksheet, dated April 2020**

**June 17, 2020**

**INTRODUCTION**

Minnesota Center for Environmental Advocacy (“MCEA”) applauds the City of Chaska (“the City”) for its efforts to develop a comprehensive Environmental Assessment Worksheet (“EAW”) for the Oak Ridge Development project (“the Project”). However, as written, the EAW omits a potentially significant environmental impact: The Project’s contribution to climate change. Without considering the Project’s greenhouse gas (“GHG”) emissions, the City cannot make a reasoned decision about the Project’s environmental effects. To comply with Minnesota law and public policy, the EAW must analyze (1) the amount of GHG emissions that will be produced by the development, (2) mitigation measures that could minimize greenhouse gas emissions, and (3) changes that need to be made to adapt to effects of climate change, particularly the increasing number of large rainfall events. For this reason, MCEA requests that the City revise the Environmental Assessment Worksheet (“EAW”) to include this vital information.

MCEA recognizes that many aspects of the Project may be advantageous for minimizing the GHG emissions that contribute to climate change. Multifamily housing—particularly buildings with five or more units—use significantly less energy than other types of dwellings.<sup>1</sup> Locating residential dwellings next to commercial and retail development can reduce emissions related to driving. High-density, mixed-use developments like the Project are an important tool for reducing carbon emissions, and MCEA believes the City should continue to encourage this type of development.

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<sup>1</sup> U.S. Energy Information Administration, *Apartments in buildings with 5 or more units use less energy than other home types*, June 18, 2013, <https://www.eia.gov/todayinenergy/detail.php?id=11731>

While the Project will likely provide some benefits related to reducing GHG emissions, the City must consider the GHG emissions that the Project will produce. This is necessary to fully understand the true environmental impacts of the Project and to identify opportunities to reduce that impact. GHG emissions are already impacting Minnesota's climate, and these changes are affecting the health and well-being of the state's residents.<sup>2</sup> These impacts are particularly significant for lower-income communities and communities of color, who already experience disproportionate environmental health burdens and who are often less able than others to adapt to or recover from climate impacts.<sup>3</sup>

Consistent with the threat of climate change, a recent Court of Appeals decision requires an estimation and analysis of GHG emissions for any project expected to produce emissions with the potential to create significant environmental effects.<sup>4</sup> Minnesota law and environmental guidance also require that the EAW include an analysis of mitigation measures for greenhouse gases. Including these analyses provides an opportunity to consider mitigation measures that could reduce the Project's energy use, add renewable energy sources, or make construction greener, for example. Finally, to accurately assess the environmental impacts of a project, the EAW must analyze the effects that a changing climate will have on the Project. For example, Minnesota is already facing more significant rainfall events than in previous years as a result of climate change, and the EAW must consider the effects of those events on the Project.

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<sup>2</sup> Minnesota Pollution Control Agency and Minnesota Department of Commerce, *Greenhouse Gas Emissions in Minnesota: 1990-2016*, at 3 (January 2019), <https://www.pca.state.mn.us/sites/default/files/lraq-2sy19.pdf> [hereinafter "GHG Emissions in Minn."].

<sup>3</sup> United States Environmental Protection Agency, *Climate Change, Public Health and Environmental Justice: Caring for Our Most Vulnerable Communities*, The EPA Blog, January 5, 2017, <https://blog.epa.gov/2017/01/05/ej-climate-change/>

<sup>4</sup> *Matter of Denial of a Contested Case Hearing Request & Modification of a Notice of Coverage Under Individual Nat'l Pollution Discharge Elimination Sys. Feedlot Permit No. MN0067652*, No. A19-0207, 2019 WL 5106666, at \*7-8 (Minn. Ct. App. Oct. 14, 2019).

MCEA believes the Oak Ridge Development Project EAW presents the City with a valuable opportunity to plan for growth that is cleaner, more efficient, and more sustainable. This will provide a benefit to the citizens of Chaska in the immediate future and for decades to come. Accordingly, MCEA respectfully requests that the City revise the EAW to address GHG emissions and the effects of climate change for the proposed development.

## **ANALYSIS**

### **I. THE CITY MUST REVISE THE EAW TO ANALYZE THE GREENHOUSE GASES THAT THE OAK RIDGE DEVELOPMENT WILL EMIT.**

Currently, the EAW does not include *any* analysis of the GHG emissions that the Project will produce. Such an analysis, however, is required by Minnesota law and policy. The City can perform this analysis based on guidance issued by the Council for Environmental Quality, as well as using various tools and models that have been created to help quantify GHG emissions.

#### **A. Minnesota Law And Public Policy Require The Examination Of GHG Emissions In The Project EAW Because The Project's GHG Emissions Have The Potential For Significant Environmental Effects.**

Under the environmental review process required by the Minnesota Environmental Policy Act (“MEPA”), a responsible governmental unit (“RGU”) must identify and consider all impacts “that may be reasonably expected to occur from the project” to determine whether the project has “the potential for significant environmental effects.”<sup>5</sup> The RGU must take a “hard look” at the issues involved, and “genuinely engage[] in reasoned decision making.”<sup>6</sup> This is not limited to answering the questions on the EAW form. As recently explained by the Minnesota Court of Appeals, the agency must take a “hard look” at all potentially significant environmental effects, whether or not an analysis of those effects is expressly required by the form.<sup>7</sup> This includes an analysis of GHG emissions, if the

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<sup>5</sup> Minn. R. 4410.1700, subp. 6 (2018)

<sup>6</sup> *Citizens Advocating Responsible Dev. v. Kandiyohi Cty. Bd. of Comm'rs*, 713 N.W.2d 817, 832 (Minn. 2006).

<sup>7</sup> *Matter of Denial of a Contested Case Hearing*, 2019 WL 5106666, at \*7-8; *see also* Minn. R. 4410.1700, subp. 7 (2018) (explaining criteria for determining potential for significant environmental effects, and

emissions are “reasonably expected” to occur from the project with a potential for significant environmental effects.<sup>8</sup> In this case, a significant amount of GHG emissions are “reasonably expected” from many aspects of the Project—construction, operation of buildings and electricity needs, as explained in the next section. Accordingly, an analysis of GHG emissions for the Project must be included in response to the “catch-all” section on the EAW form for “other potential environmental effects.”

Considering GHG emissions aligns with Minnesota law and policy, which call for steep reductions in GHG emissions throughout the state—reductions that will not be accomplished without significant action across all sectors. Minnesota’s 2007 Next Generation Energy Act acknowledged the threat GHG emissions pose to public health and welfare by setting a goal to reduce statewide emissions 80 percent below 2005 levels by 2050.<sup>9</sup> Unfortunately, Minnesota has fallen short of the 2015 goal of a 15 percent decrease, and it is not on track to meet the 2025 goal of 30 percent.<sup>10</sup> Recognizing that a coordinated approach is needed to address the existential threat of climate change, the governor’s office has created a Climate Change Subcabinet, which will identify strategies to help Minnesota meet or exceed its goals for reduction of GHG emissions and enhance climate resiliency in Minnesota.<sup>11</sup> Incorporating an analysis of GHG emissions into the Project’s EAW, therefore, will advance a critical goal of the State of Minnesota.

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not limiting analysis to issues on EAW form); *Minnesota Center for Environmental Advocacy v. Holsten*, No. A08-2171, 2009 WL 2998037, at \*3 (Minn. App. Sept. 22, 2009) (finding that the agency had adequately considered the impact of the project’s GHG emissions and thereby implying that such consideration was a required part of the review).

<sup>8</sup> *Matter of Denial of a Contested Case Hearing*, 2019 WL 5106666, at \*7.

<sup>9</sup> Minn. Stat. § 216H.02, subd. 1, subd. 2 (2019).

<sup>10</sup> Gov. Tim Walz, Executive Order 19-37, *Establishing the Climate Change Subcabinet and the Governor’s Advisory Council on Climate Change to Promote Coordinated Climate Change Mitigation and Resilience Strategies in the State of Minnesota* (Dec. 2, 2019), [https://mn.gov/governor/assets/2019\\_12\\_2\\_EO\\_19-37\\_Climate\\_tcm1055-412094.pdf](https://mn.gov/governor/assets/2019_12_2_EO_19-37_Climate_tcm1055-412094.pdf).

<sup>11</sup> *Id.*

The Minnesota Attorney General also endorsed including GHG emissions in environmental review in a joint comment to the Council on Environmental Quality with other state attorneys general. As stated in this comment, agencies' obligation under the National Environmental Policy Act ("NEPA") (the federal analog to MEPA) to carefully consider every significant environmental impact of a project "must necessarily include examining a project's contribution to climate change through its GHG emissions."<sup>12</sup> Disclosing and examining GHG impacts, the Attorney General explained, provides the public with information that increases their ability to ask agencies and project proponents to move toward greener and sustainable projects.<sup>13</sup> Accordingly, to comply with the "hard look" at environmental issues required by NEPA (the same standard used for MEPA) an analysis of the project's likely climate change impacts is required.<sup>14</sup> Analyzing GHG emissions in the Project's EAW, therefore, is needed to comply with the Attorney General's interpretation of laws governing environmental review.

Finally, the Minnesota Environmental Quality Board ("EQB")—the state agency tasked with developing rules for the environmental review process under MEPA—has recognized that GHG emissions need to be addressed in the environmental review process. In January, the EQB convened a team to provide recommendations for including climate change-related information in environmental review documents.<sup>15</sup> This decision was based on "general agreement" that climate

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<sup>12</sup> Comments of the Attorneys General of California, Colorado, Connecticut, Delaware, the District of Columbia, Illinois, Maine, Maryland, Massachusetts, Minnesota, New Mexico, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, Vermont, and Washington to the Council on Environmental Quality, at 10 (Aug. 26, 2019), attached as Exhibit 1 [hereinafter "Comments of the Attorneys General"].

<sup>13</sup> *Id.* at 11.

<sup>14</sup> *Id.* at 11.

<sup>15</sup> Minnesota Environmental Quality Board, *Recommended strategies for incorporating information related to climate change into Minnesota's Environmental Review Program*, at 1 (Jan. 22, 2020), attached as Exhibit 2 [hereinafter "EQB Recommended Strategies"].

information is needed in these documents to inform decision making on proposed projects.<sup>16</sup> In creating the task force, the EQB specifically noted that an effective climate change assessment would need to include analyses of GHG emissions and a discussion of mitigation, adaptation, and resiliency planning.<sup>17</sup> A report on the issue is due later this spring or summer.

At present, the EAW for the Project does not include any analysis of GHG emissions. In order to comply with Minnesota law, public policy, the Attorney General's interpretation, and the EQB's approach, the City must revise the EAW to include such an analysis because the Project is reasonably expected to emit GHGs with the potential for significant environmental effects.

**B. The Project Will Produce GHG Emissions With The Potential To Cause Significant Environmental Effects.**

The Project involves converting previously undeveloped land to 498 multifamily and senior housing units, up to 166,000 square feet of commercial development, 1,939 proposed parking spaces, and stormwater treatment infrastructure.<sup>18</sup> This will undoubtedly cause an increase in GHG emissions for the City of Chaska.

First, the Project will increase GHG emissions through land-use change and construction. Converting undeveloped land into developed land releases GHG emissions from soil and foliage that are displaced for development.<sup>19</sup> As part of the Project, 26.2 acres of grassland will be lost, primarily due to conversion to impervious surface.<sup>20</sup> Grasslands play an important role in the carbon cycle, offsetting 12 to 19 percent of annual greenhouse gas emissions in the United States.<sup>21</sup> The Project will

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<sup>16</sup> *Id.*

<sup>17</sup> *Id.* at 2

<sup>18</sup> Oak Ridge Development EAW, at 2-3

<sup>19</sup> See Environmental Protection Agency, *Inventory of U.S. Greenhouse Gas Emissions and Sinks, 1990-2018*, Chapter 6.11 (April 13, 2020), <https://www.epa.gov/ghgemissions/inventory-usgreenhouse-gas-emissions-and-sinks-1990-2018>.

<sup>20</sup> Oak Ridge Development EAW at 4

<sup>21</sup> Janowiak, Maria; Connelly, William J.; Dante-Wood, Karen; Domke, Grant M.; Giardina, Christian; Kayler, Zachary; Marcinkowski, Kailey; Ontl, Todd; Rodriguez-Franco, Carlos; Swanston, Chris;

also emit GHGs during construction, through the production of materials such as cement and steel, transportation of materials, and operation of heavy equipment.<sup>22</sup>

Next, the operation of the commercial and residential buildings in this development—including space and water heating, cooling, refrigeration, and appliance use—will generate significant direct emissions throughout the lifetime of the Project. Worldwide, energy-related emissions in the building sector have more than doubled since 1970, and now account for more than 20 percent of total emissions.<sup>23</sup> In Minnesota, emissions in both the commercial and residential sectors—not including electricity generation, which is counted separately—have increased since emission tracking began in 2005.<sup>24</sup>

When powered with gas or propane rather than electricity, water heaters and furnaces can be a significant source of emissions—in Minnesota, natural gas is the largest contributor to emissions within the residential and commercial sectors.<sup>25</sup> Refrigeration and air conditioning can also result in a wide variety of GHGs during installation, use, and disposal, and many of these gases have a global warming potential significantly higher than that of carbon dioxide.<sup>26</sup>

In addition to direct emissions, the Project will also result in indirect emissions from electricity use. These emissions can be significant: electricity generation is the single largest source of greenhouse

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Woodall, Chris W.; Buford, Marilyn., *Considering Forest and Grassland Carbon in Land Management*, United States Department of Agriculture, June 2017

<sup>22</sup> Environmental and Energy Study Institute, *Buildings and Built Infrastructure* (last visited April 26, 2020), <https://www.eesi.org/topics/built-infrastructure/description>

<sup>23</sup> Oswaldo Lucon, et al., *Buildings*, in IPCC, *Climate Change 2014: Mitigation of Climate Change*, Contribution of Working Group III to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change, at 678 (2014).

<sup>24</sup> GHG Emissions in Minn., *supra* note 2, at 6.

<sup>25</sup> Minnesota Pollution Control Agency, *Greenhouse Gas Emissions Data: Interactive Sector Details* (last visited April 26, 2020), <https://www.pca.state.mn.us/air/greenhouse-gas-emissionsdata>

<sup>26</sup> United States Environmental Protection Agency (USEPA), *Greenhouse Gas Inventory Guidance: Direct Fugitive Emissions from Refrigeration, Air Conditioning, Fire Suppression, and Industrial Gases*, at 3 (November 2014).



gas emissions in buildings.<sup>27</sup> While Minnesota's energy grid is becoming cleaner and the electrical sector overall has decreased its GHG emissions, electricity is still a significant source of GHGs.

An EAW recently prepared for a mixed-use development in Stillwater, Minnesota provides an example of the type of GHG emissions that will result from residential and commercial projects.<sup>28</sup> After initially omitting GHG emissions from the EAW, the City of Stillwater revised the analysis to include such a discussion. The revised EAW includes the following estimated GHG emissions attributable to the project during both the construction and operational phases:<sup>29</sup>

| <b>Construction Phase</b>                             |                                                   |
|-------------------------------------------------------|---------------------------------------------------|
| <b>Source/Activity</b>                                | <b>GHGs (Tons CO<sub>2</sub>e/Yr)<sup>1</sup></b> |
| Off-Road Construction Vehicles                        | 2,449                                             |
| On-Road Construction Vehicles                         | 3,299                                             |
| Refrigeration (Initial Charge)                        | 14,708                                            |
| Construction Aggregates, Concrete and Hot Mix Asphalt | 7,217                                             |
| <b>TOTAL CONSTRUCTION PHASE</b>                       | <b>27,672</b>                                     |

| <b>Operational Phase</b>       |                                                   |
|--------------------------------|---------------------------------------------------|
| <b>Source/Activity</b>         | <b>GHGs (Tons CO<sub>2</sub>e/Yr)<sup>1</sup></b> |
| Vehicle Traffic                | 36,628                                            |
| Electricity                    | 4,739                                             |
| Natural Gas                    | 931                                               |
| Waste Generation & Disposal    | 1,043                                             |
| Refrigeration                  | 1,471                                             |
| Land-Use Conversion            | 95                                                |
| <b>TOTAL OPERATIONAL PHASE</b> | <b>44,907</b>                                     |

<sup>1</sup> GHGs are expressed in tons of carbon dioxide equivalent (CO<sub>2</sub>e). CO<sub>2</sub>e is determined using each GHG's mass, multiplied by its Global Warming Potential (GWP). For this assessment, GWPs were taken from 40 CFR 98 or other EPA sources.

<sup>27</sup> Lucon et al., *supra* note 22, at 678.

<sup>28</sup> Westwood, *Central Commons EAW* (June 1, 2020) [https://www.ci.stillwater.mn.us/vertical/Sites/%7B5BF821-C140-4887-AEB5-99440411EEFD%7D/uploads/200601\\_Central\\_Commons\\_Revised\\_EAW\\_Final.pdf](https://www.ci.stillwater.mn.us/vertical/Sites/%7B5BF821-C140-4887-AEB5-99440411EEFD%7D/uploads/200601_Central_Commons_Revised_EAW_Final.pdf)

<sup>29</sup> *Id.* at 31-32.

Clearly, the GHG emissions created by this Project have the potential to be significant. This is true despite the challenges associated with quantifying direct climate impacts from an individual development or source. As explained by the Council on Environmental Quality (“CEQ”), climate change by its nature results from the incremental addition of GHG emissions from millions of individual sources that collectively have a large impact.<sup>30</sup> Any single project, no matter how large, is unlikely to cause a measurable change in the global climate on its own. Accordingly, if a RGU like the City could avoid assessing GHGs by stating that any individual source is not significant because it alone will not have a global impact, then no project’s emissions will ever be reviewed.<sup>31</sup> Because emissions from the Project will be significant in quantity and will add to the effects of climate change, the City must analyze them in the EAW.

**C. The City May Use Guidance From The Council On Environmental Quality And Other Tools To Guide Its GHG Emissions Analysis.**

For direction in performing a GHG analysis for the Project, the City may look to the CEQ—the agency charged with overseeing the implementation of the National Environmental Policy Act (“NEPA”). During the Obama Administration, the CEQ issued guidance for agencies to use when assessing a project’s climate impacts.<sup>32</sup> It is well established in Minnesota that interpretations of NEPA’s requirements may be used when interpreting the requirements of MEPA, making use of this guidance appropriate here.<sup>33</sup>

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<sup>30</sup> CEQ, *Final Guidance for Federal Departments and Agencies on Consideration of Greenhouse Gas Emissions and the Effects of Climate Change in National Environmental Policy Act Reviews*, at 10-11 (2016) attached as Exhibit 3 [hereinafter, “CEQ Guidance”].

<sup>31</sup> *Id.*

<sup>32</sup> CEQ Guidance, *supra* note 29. While the CEQ guidance issued under the Obama administration has been officially withdrawn by the Trump administration, in the absence of new, finalized guidance from the CEQ or the EQB, the withdrawn guidance remains useful as a roadmap for conducting a GHG analysis. This is particularly true because the Minnesota Office of the Attorney General has commented favorably on the Obama administration guidance and endorsed the approach taken by the CEQ.

<sup>33</sup> See *In re N.D. Pipeline Co. LLC*, 869 N.W.2d 693, 698 (Minn. App. 2015) (explaining that Minnesota courts may look to federal courts’ interpretation of NEPA when applying MEPA).

The CEQ guidance provides a structure for agencies to use when assessing the impacts of a project on the climate. Moreover, it explains common pitfalls and ways that agencies *should not* perform a GHG analysis. Among other things, the guidance instructs agencies to:

- Quantify a proposal's projected direct and indirect GHG emissions using available GHG quantification tools;<sup>34</sup>
- Analyze the cumulative impacts and short- and long-term effects of the GHG emissions;<sup>35</sup> and
- Consider alternatives and mitigation measures that would reduce GHG emissions or increase carbon sequestration and how those alternatives would contribute to the federal, state, or local plans for GHG emission reductions.<sup>36</sup>

The first step in this process is to create a GHG inventory that quantifies projected emissions. The RGU should estimate the primary sources of GHG emissions to the extent possible. This is necessary to both understand the full environmental impacts of the project, and to identify opportunities to reduce the project's impacts on the climate. In circumstances where quantifying emissions is prohibitively difficult, a California guide to environmental review recommends performing a qualitative analysis based on "scientific and factual data."<sup>37</sup>

There are several resources available that provide guidelines for estimating GHG emissions from developments like this project. The Greenhouse Gas Protocol has developed worksheets and guidance for calculating GHG emissions from specific sectors, including specific resources for

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<sup>34</sup> CEQ Guidance, *supra* note 29, at 11.

<sup>35</sup> *Id.* at 17-18.

<sup>36</sup> *Id.* at 18-19, 28; *see also* Comments of the Attorneys General, *supra* note 12, at 18, 21 (supporting the approach of the Obama administration CEQ guidance with respect to consideration of cumulative, short- and long-term effects; and mitigation measures).

<sup>37</sup> Institute for Local Government, *Evaluating Greenhouse Gas Emissions as Part of California's Environmental Review Process: A Local Official's Guide*, at 5 (September 2011).

calculating emissions from refrigeration and air conditioning as well as stationary combustion.<sup>38</sup> These calculation tools include step-by-step guides to quantifying emissions data. The World Resources Institute has also developed a guidebook for developing a customized GHG calculation tool based off The GHG Protocol's guidance.<sup>39</sup> In addition, the Minnesota Environmental Quality Board also has staff who can assist local governments with conducting environmental review.<sup>40</sup>

In addition to ample guidance, there are a number of calculator tools available to quantify GHG emissions. For many sources of emissions, simple calculations are enough and additional modeling software is not necessary. For instance, emissions from electricity generation and space and water heating can be estimated by multiplying Environmental Protection Agency ("EPA") emissions factors by anticipated energy or fuel usage.<sup>41</sup> In instances where expected energy usage is unknown, the RGU could consider using average estimates. For example, the City could assume the average 16,750 kilowatt hours of energy usage per thousand square feet of commercial floor space,<sup>42</sup> and use a simple modeling tool to estimate expected residential energy use given total square footage and occupancy.<sup>43</sup> The table below illustrates a sample calculation for expected GHG emissions for the

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<sup>38</sup> The Greenhouse Gas Protocol, *Calculation Tools*, WORLD BUSINESS COUNCIL FOR SUSTAINABLE DEVELOPMENT AND WORLD RESOURCES INSTITUTE (last visited April 26, 2020), <https://ghgprotocol.org/calculation-tools>.

<sup>39</sup> Florence Daviet, *Designing a Customized Greenhouse Gas Calculation Tool*, WORLD RESOURCES INSTITUTE (June 2006), <https://www.wri.org/publication/designing-customized-greenhouse-gas-calculation-tool>.

<sup>40</sup> See Minnesota Environmental Quality Board, *Guidance for Practitioners and Proposers* (last visited April 26, 2020), <https://www.eqb.state.mn.us/content/environmental-review-guidancepractitioners-and-proposers>.

<sup>41</sup> Environmental Protection Agency, *Emission Factors for Greenhouse Gas Inventories* (2018), [https://www.epa.gov/sites/production/files/2018-03/documents/emission0-factors\\_mar\\_2018\\_0.pdf](https://www.epa.gov/sites/production/files/2018-03/documents/emission0-factors_mar_2018_0.pdf).

<sup>42</sup> California Air Pollution Control Officers Association, *CEQA & Climate Change: Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act*, at 75 (January 2008), <https://ww2.energy.ca.gov/2008publications/CAPCOA-1000-2008-010/CAPCOA-1000-2008-010.PDF>.

<sup>43</sup> See, e.g., Compare Power, *ComparePower* (2020), <https://comparepower.com/kwh-electricity-energy-usage-calculator/>.

commercial portion of this project, using the aforementioned average energy usage and EPA emissions factors.

| Square Footage | Estimated Annual Energy Usage (MWh) | Emissions Factor (lb CO <sub>2</sub> /MWh) | Expected Annual CO <sub>2</sub> Emissions (lb) |
|----------------|-------------------------------------|--------------------------------------------|------------------------------------------------|
| 166,000        | 2,781                               | 1,248.45                                   | 3,471,939.45                                   |

This simple spreadsheet calculation can be used to calculate CH<sub>4</sub> and N<sub>2</sub>O emissions as well as CO<sub>2</sub>.

Modeling software tools are also available to assist with calculating expected emissions. The Massachusetts Executive Office of Energy and Environmental Affairs recommends using energy modeling software such as eQUEST, Energy-10, Visual DOE, and DOE2 to calculate projected energy usage from stationary sources and energy consumption for use in environmental review.<sup>44</sup> This type of modeling software can be particularly useful for comparing emissions under various mitigation scenarios: eQUEST can be used to determine the energy performance of up to nine different design alternatives.<sup>45</sup>

In sum, guidance and calculation tools are readily available online for the City to use in performing its GHG emissions analysis. These tools will allow the City to reasonably and properly assess the GHG emissions from the Project, which in turn will allow the City to determine the scale of the impacts of the Project and actions that can best be taken to mitigate those impacts.

## **II. THE CITY MUST REVISE THE EAW TO ANALYZE MITIGATION MEASURES.**

The Oak Ridge Development EAW also contains no discussion of potential mitigation measures that would reduce GHG emissions from the construction and operation of the Project. Minnesota environmental law, rules, and guidance all instruct the agency conducting the review to

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<sup>44</sup> Massachusetts Executive Office of Energy and Environmental Affairs, *MEPA Greenhouse Gas Emissions Policy and Protocol*, (last visited April 26, 2020), <http://eeaonline.eea.state.ma.us/eea/emepa/pdf/files/misc/GHG%20Policy%20FINAL.pdf>.

<sup>45</sup> Energy Design Resources, *eQUEST...the Quick Energy Simulation Tool*, at 5 (last visited April 26, 2020), <http://www.doe2.com/download/equest/eQUESTv3-Overview.pdf>.

provide a robust discussion of mitigation measures when analyzing a project's climate change impacts. To comply, the City must revise the EAW to provide the required analysis.

**A. A Full Analysis Of Mitigation Measures Is Required As Part Of An Environmental Review.**

To fulfill the purpose of environmental review, the City must provide a robust discussion of potential mitigation measures sufficient for meaningful public review. MEPA's purpose includes "understanding the impact which a proposed project will have on the environment," and making the information about impacts "available to governmental units and citizens early in the decision making process."<sup>46</sup> The Minnesota Supreme Court has agreed with the U.S. Supreme Court's analysis in *Robertson v. Methow Valley Citizens Council* that a mitigation analysis in an EAW "gives the public the assurance that the agency has indeed considered environmental concerns in its decisionmaking process . . . and, perhaps more significantly, provides a springboard for public comment."<sup>47</sup> Here, the public is entitled to information about mitigation measures that could reduce the Project's environmental effects early enough to allow meaningful comments on how the Project should be modified or improved. This information must also be included for the benefit of other permitting agencies that rely on the EAW as the best available information about a project's environmental effects. By identifying practices that can avoid, minimize, or compensate for its emissions in the EAW, governmental units that will issue permits and approvals can require improvements that make the Project better and more resilient.

Rules and guidance make clear that the mitigation discussion should include both the practices the project proposer *plans* to implement as part of the project, as well as those practices they *could* implement. The Minnesota Rules governing environmental review require that an

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<sup>46</sup> Minn. R. 4410.0300, subd. 3.

<sup>47</sup> *Minn. Ctr. for Env'tl. Advocacy v. Minn. Pollution Control Agency*, 644 N.W.2d 457, 468 (Minn. 2002) (quoting *Robertson v. Methow Valley Citizens Council*, 490 U.S. 332, 349 (1989)).

EAW discuss mitigation measures that are planned to be included in the project. Under Minn. R. 4410.1200, all EAWs are required to discuss “resource protection measures that have been incorporated into the project design”—in other words, mitigation measures planned as part of the project. This makes sense—the agency cannot truly determine a project’s potential for significant environmental effects if the EAW is silent on the degree that the effects may be mitigated. This requirement is reflected in the EAW form, which requires a robust mitigation discussion. The catch-all final question in the EAW form requires the agency to describe any additional environmental effects not addressed in the rest of the EAW, and to “identify measures that will be taken to minimize and mitigate these effects.”<sup>48</sup> This language makes clear that the EAW must detail all mitigation measures a project proponent plans to implement.

In addition, EQB guidance confirms the EAW must include a discussion of mitigation practices that *could be* implemented. According to EQB guidance:

Information that reduces uncertainties about impacts and their significance belongs in an EAW. Any information that helps clarify the likelihood or level of significance of a potential impact is useful in an EAW because it helps the RGU make a better determination about the need for an EIS. It could be . . . information about how the impact *could be mitigated* and how that mitigation will be imposed.”<sup>49</sup>

Here, the EAW fails to analyze the efficacy of any measures the Project might use and does not discuss mitigations that could be implemented for the Project in regards to climate change. The EAW must be modified to comply with the requirements of EQB forms and guidance.

The City is not excused from providing a mitigation analysis because climate change is somehow different from other environmental impacts studied in an EAW. The CEQ, Minnesota

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<sup>48</sup> See Oak Ridge Development EAW, at 22.

<sup>49</sup> EQB, EAW Guidelines: Preparing Environmental Assessment Worksheets 5 (2013) [hereinafter, EAW Guidelines], available at <https://www.eqb.state.mn.us/sites/default/files/documents/EAW%20guidelines%202013%20revision.pdf>

Attorney General, and the EQB have all indicated that when GHG emissions are evaluated as part of environmental review, a discussion of mitigation measures should be included. In its guidance on assessing a project's climate impacts, the CEQ instructed agencies to "Consider alternatives and mitigation measures that would reduce GHG emissions ... and how those alternatives would contribute to the federal, state, or local plans for GHG emission reductions."<sup>50</sup> The Minnesota Attorney General agreed, noting in its comment to the CEQ that when a proposed project has climate change impacts, a robust analysis of mitigation measures from GHG emissions is required.<sup>51</sup> And the EQB, in creating the task force to provide recommendations regarding the addition of climate-change related information to environmental review documents, specifically stated that an effective climate change assessment would need to include a discussion of mitigation measures.<sup>52</sup>

In sum, to comply with the requirements of environmental review, the Project's EAW should include a full discussion of mitigation measures, especially for the Project's impact on climate change. The analysis must include not only a detailed description of the mitigations the Project plans to implement and the efficacy of these practices, but also mitigations that *could be* implemented to further reduce environmental effects. The EAW for this Project does not fulfill this requirement for a robust mitigation analysis.

**B. The City Must Revise The EAW To Analyze The Feasibility Of Potential Mitigation Measures That Could Be Implemented.**

For a development like the Project, numerous types of mitigating measures could reduce the emissions of climate-harming GHGs from the construction or operation of the project, or reduce the effective net emissions by sequestering carbon onsite or elsewhere. It is possible, and even likely, that

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<sup>50</sup> CEQ Guidance, *supra* note 44, at 18-19.

<sup>51</sup> Comments of the Attorneys General, *supra* note 8, at 22.

<sup>52</sup> EQB Recommended Strategies, *supra* note 11, at 1.



the Project already includes certain design features that could be considered mitigation. Without an identification and analysis of these features in the EAW, however, that EAW is incomplete.

There are a number of mitigation measures available to reduce GHG emissions from residential and commercial buildings. First, Project proposers can reduce overall energy use in buildings in two ways: implementing improved efficiency measures; and offsetting some energy use through onsite renewable energy generation. Guidance in both California and New York State recommend measures such as: installing efficient appliances and light bulbs; constructing LEED certified buildings; maximizing interior daylighting; and installing solar or wind generation onsite.<sup>53</sup>

Another option to reduce GHG emissions from new buildings is electrification of cooking appliances and space and water heating. In most regions of the United States, electrification reduces carbon emissions compared with burning natural gas.<sup>54</sup> And as Minnesota's electric grid continues to decarbonize, GHG emissions from electric appliances will continue to drop.<sup>55</sup> In addition, by eliminating the cost of extending gas mains, constructing service lines, and installing meters, completely electrified new buildings will generally be less expensive than buildings that rely on natural gas, over the long run.<sup>56</sup> Finally, electric space and water heaters can be used as flexible energy storage, allowing electricity demand to more closely track generation, which permits deeper penetration and utilization of renewable energy sources.<sup>57</sup>

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<sup>53</sup> California Governor's Office of Planning and Research, *CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act (CEQA) Review* (June 19, 2008), <http://opr.ca.gov/docs/june08-ceqa.pdf> [hereinafter "CEQA and Climate Change"]; New York State Dept. of Environmental Conservation, *Assessing Energy Use and Greenhouse Gas Emissions in Environmental Impact Statements* (July 15, 2009), [https://www.dec.ny.gov/docs/administration\\_pdf/eisghgpolicy.pdf](https://www.dec.ny.gov/docs/administration_pdf/eisghgpolicy.pdf).

<sup>54</sup> Sherri Billimoria et al., *The Economics of Electrifying Buildings*, ROCKY MOUNTAIN INSTITUTE, at 20 (2018), <https://rmi.org/insight/the-economics-of-electrifying-buildings/>.

<sup>55</sup> *Id.*

<sup>56</sup> *Id.* at 36, 46.

<sup>57</sup> *Id.* at 41.

Finally, residential and commercial buildings can be constructed using building materials with recycled content or with low-carbon or “green” concrete. Notably, cement production, which is a key component of concrete, results in about seven percent of the world’s carbon dioxide emissions.<sup>58</sup> The use of green concrete can significantly reduce a building’s emissions and has been endorsed by the U.S. Conference of Mayors as a tool in the fight against climate change.<sup>59</sup> New York State guidance also recommends constructing green roofs and using high-albedo roofing materials.<sup>60</sup>

Given the significant amount of missing information in the EAW, the City lacks the necessary factual record required to determine the actual environmental effect of the project and to perform a competent mitigation analysis. In light of this missing information and pursuant to Minn. R. 4410.1700, subd. 2a, the City must revise the EAW to include all of this information.

### **III. THE CITY MUST REVISE THE EAW TO ANALYZE THE EFFECTS OF CLIMATE CHANGE ON THE PROJECT.**

In addition to analyzing the GHG emissions and mitigation methods, the EAW should also consider the effects that a changing climate will have on the Project, particularly with regard to an increase in heavy rainfalls, which will lead to greater-than-expected stormwater. Minnesota’s climate is already changing, and the EAW presents an opportunity to look forward and prepare in advance for events that could be hazardous to the environment and residents if not addressed.

#### **A. An Assessment Of The Effects Of Climate Change On A Project Is Needed As Part Of An Environmental Review.**

Multiple sources, including the CEQ, the EQB, and the Minnesota Attorney General, call for analyzing the effects of climate change on a project during environmental review. As stated by the CEQ, climate change can make communities more susceptible to some impacts and lessen their

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<sup>58</sup> Cailin Crow, *How “green” concrete can help cities fight climate change*, SMART CITIES DIVE (Aug. 15, 2019), <https://www.smartcitiesdive.com/news/us-conference-of-mayors-urges-cities-to-use-green-concrete-material-carbon-/560977/>.

<sup>59</sup> *Id.*

<sup>60</sup> New York State Dept. of Environmental Conservation, at 20.

resilience to others, thereby exacerbating expected environmental impacts of a project.<sup>61</sup> Accordingly, the City should consider the effects of climate change, such as increasing drought, high intensity precipitation events, increased fire risk, and ecological change.<sup>62</sup> As the Minnesota Attorney General explains, “Increasing resiliency to a changing climate is a critically important challenge for many communities ... To protect residents, infrastructure, and industries, states must adapt to address these impacts.”<sup>63</sup> Similarly, when the EQB created the task force to recommend climate-change related additions to environmental review forms, the board expressly noted that to be effective, a climate change assessment would need to discuss resiliency planning.<sup>64</sup>

Clearly, planning for the changes that Minnesotans are already seeing in their communities is an important part of reviewing the environmental impacts of any project. Currently, the City does not have any adaptation or resiliency assessment as part of the EAW for the Project. It should revise the EAW to include this important information.

**B. The City Should Analyze The Potential For Increased Stormwater And Other Effects Of Climate Change.**

One of the effects of climate change already affecting Minnesotans is an increase in rainfall and extreme precipitation events. These changes in climate impact stormwater management in the state. Accordingly, the EAW should reference climate change in its consideration of stormwater infrastructure and management on the site. Because the Project is in a wellhead protection area, the Project’s stormwater infrastructure is particularly important to protect water quality.<sup>65</sup>

In Minnesota, climate change means not only an increase in precipitation overall, but also an increase in large rain events. Minnesota has seen a 20 percent increase in one-inch storm events and a

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<sup>61</sup> CEQ Guidance, *supra* note 29, at 21.

<sup>62</sup> *Id.* at 24.

<sup>63</sup> Comments of the Attorneys General, *supra* note 12, at 22.

<sup>64</sup> EQB Recommended Strategies, *supra* note 15, at 2.

<sup>65</sup> Oak Ridge Development EAW, at 10.

65% increase in three-inch storm events over the past 100 years.<sup>66</sup> Furthermore, “mega-rains” covering large areas are four times more common after the year 2000 than in the 30 years before 2000 in the state.<sup>67</sup>

Currently, the EAW discusses stormwater treatment to “meet current standards to protect the surface waters and groundwater,” as well as the potential to implement additional treatment in the event of a “more intense use.”<sup>68</sup> While the EAW indicates that significant protections will be implemented to prevent infiltration of storm water, it does not indicate whether climate-change-driven increases in rain, both in overall amount and in larger individual storms, have been considered in the design of the stormwater system for this project. If the larger amounts of rainfall have not been considered, precipitation from a large weather event is likely to overcome the stormwater retention system and could cause local water and groundwater contamination. To ensure that the Project will be able to adapt to the increasingly wet weather resulting from climate change, the City should revise the EAW to consider those increases and their potential impacts on the watershed.

## CONCLUSION

Revising the Oak Ridge Development EAW to include an analysis of climate change effects would not only fulfill the City’s obligations under Minnesota law, it would also provide the City with the opportunity to encourage smarter, cleaner, more sustainable growth. Performing an analysis of these issues now will benefit the City’s residents, both now and for years into the future. Accordingly, MCEA requests that the EAW be revised to include (1) an analysis of GHG emissions, (2) mitigation measures to address GHG emissions, and (3) the effects of climate change on the Project.

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<sup>66</sup> Environmental Quality Board, *2019 Environment and Energy Report Card: Climate* (2019), <https://www.eqb.state.mn.us/content/2019-environment-and-energy-report-card-climate>.

<sup>67</sup> *Id.*

<sup>68</sup> Oak Ridge Development EAW, at 6

Respectfully submitted,

s/Carolyn Berninger

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**Comments of the Attorneys General of California, Colorado, Connecticut, Delaware, the District of Columbia, Illinois, Maine, Maryland, Massachusetts, Minnesota, New Mexico, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, Vermont and Washington**

August 26, 2019

*Via electronic submission to [www.regulations.gov](http://www.regulations.gov)*  
**ATTN: Docket ID No. CEQ-2019-0002**

Edward A. Boling  
Associate Director for the National Environmental Policy Act  
Council on Environmental Quality  
730 Jackson Place, NW  
Washington, DC 20503

**Re: Draft National Environmental Policy Act Guidance on Consideration of Greenhouse Gas Emissions, 84 Fed. Reg. 30,097 (June 26, 2019)  
Docket No. CEQ-2019-0002**

Dear Associate Director Boling:

The undersigned State Attorneys General of California, Colorado, Connecticut, Delaware, the District of Columbia, Illinois, Maine, Maryland, Massachusetts, Minnesota, New Mexico, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, Vermont and Washington (hereinafter, “the States”) respectfully submit these comments opposing the Council on Environmental Quality’s (“CEQ”) “Draft National Environmental Policy Act Guidance on Consideration of Greenhouse Gas Emissions” (“Draft Guidance”).<sup>1</sup>

CEQ’s Draft Guidance is inconsistent with the National Environmental Policy Act (“NEPA”), 42 U.S.C. § 4321 *et seq.*, and should be withdrawn for several reasons. First, although the Draft Guidance focuses on greenhouse gas (“GHG”) emissions, it fails to address climate change and its impacts. NEPA does not permit, and CEQ may not direct, agencies to ignore the well-documented impacts of climate change in their environmental impact analyses. Second, the Draft Guidance undermines NEPA’s full-disclosure purpose and conflicts with NEPA’s requirements in multiple ways, including: by failing to provide clarity on how agencies should analyze indirect climate change impacts; by inadequately considering cumulative impacts; by improperly minimizing the analytical value of monetizing climate impacts and supporting an unbalanced approach to cost-benefit analysis; by discouraging analysis and mitigation of a project’s climate impacts; and by failing to direct federal agencies to consider climate adaptation and resiliency when analyzing a project’s environmental impacts and

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<sup>1</sup> 84 Fed. Reg. 30,097 (June 26, 2019), Docket No. CEQ-2019-0002.

mitigation for those impacts. In the States' experience, a robust assessment of climate impacts is not only possible but is also critical to adequate review of environmental impacts under NEPA and its state analogues.

Rather than providing clarity, CEQ rejects the positions taken in its prior administrative guidance on the analysis of climate change impacts required under NEPA with an unsupported and outdated three-page document that does not take the threat of climate change seriously.<sup>2</sup> In so doing, CEQ is creating additional legal risk for both federal agencies and project applicants. For all of these reasons, detailed below, we urge CEQ to abandon this Draft Guidance. In addition, we request that CEQ revise and readopt the previous "Final Guidance for Federal Departments and Agencies on Consideration of Greenhouse Gas Emissions and the Effects of Climate Change in National Environmental Policy Act Reviews" ("2016 Guidance") issued in 2016 and withdrawn in 2017.<sup>3</sup> If readopted, the 2016 Guidance should be updated consistent with current case law interpreting NEPA and strengthened to reflect the severe and pervasive threats from climate change.

## **I. THE CRITICAL IMPORTANCE OF ADDRESSING CLIMATE CHANGE**

It is well accepted that human-caused or "anthropogenic" GHG emissions are driving climate change that endangers the public health and welfare.<sup>4</sup> Global GHG emissions reached an all-time high in 2018, underscoring the need for more immediate and stronger action to address climate change.<sup>5</sup> And global annual average temperatures have "increased by more than 1.2°F (0.65°C) for the period 1986-2016 relative to 1901-1960."<sup>6</sup> Moreover, recent international assessments of climate change and its impacts demonstrate the urgency and enormity of the situation. In October 2018, the leading international body of climate scientists—the Nobel-prize-winning Intergovernmental Panel on Climate Change ("IPCC")—issued a report finding that, absent substantial GHG reductions by 2030 and net zero emissions by 2050, warming above

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<sup>2</sup> Because existing NEPA regulations do not specifically address GHG impacts analysis, CEQ's Draft Guidance represents the *only* guidance on GHG analysis from the NEPA expert administrative agency.

<sup>3</sup> 81 Fed. Reg. 51,866 (Aug. 5, 2016). A copy of the 2016 Guidance is attached as Exhibit 1 to this letter. CEQ withdrew the 2016 Guidance pursuant to Executive Order 13783 on April 5, 2017. *See* 82 Fed. Reg. 16,576 (April 5, 2017).

<sup>4</sup> Endangerment and Cause or Contribute Findings for Greenhouse Gases Under Section 202(a) of the Clean Air Act, 74 Fed. Reg. 66,496 (Dec. 15, 2009).

<sup>5</sup> Le Quéré, C. et al., *Global Carbon Budget 2018*, 10 EARTH SYST. SCI. DATA 2141 (2018), <https://doi.org/10.5194/essd-10-2141-2018>; Chelsea Harvey, *More CO<sub>2</sub> Released in 2018 Than Ever Before*, E&E NEWS (Dec. 6, 2018), <https://www.eenews.net/climatewire/stories/1060108875>.

<sup>6</sup> U.S. Global Change Research Program, *Climate Science Special Report: Fourth National Climate Assessment, Volume I & II* (2017) [Wuebbles, D.J., D.W. Fahey, K.A. Hibbard, D.J. Dokken, B.C. Stewart, and T.K. Maycock eds.], <https://www.globalchange.gov/browse/reports/climate-science-special-report-fourth-national-climate-assessment-nca4-volume-i>.

1.5°C (2.7°F) from pre-industrial levels is likely and would have wide-ranging and devastating consequences.<sup>7</sup>

The federal government has also previously recognized the severe and growing threats posed by climate change. In 2017, thirteen federal agencies released the first volume of the Fourth National Climate Assessment (“Assessment”), concluding that “[c]hanges in the characteristics of extreme events are particularly important for human safety, infrastructure, agriculture, water quality and quantity, and natural ecosystems. Heavy rainfall is increasing in intensity and frequency across the United States and globally and is expected to continue to increase.”<sup>8</sup> On November 23, 2018, the same group of thirteen federal agencies released the second volume of the Assessment, which thoroughly evaluates the harmful impacts of climate change that different regions of the country are experiencing and the projected risks climate change poses to our health, environment, economy, and national security.<sup>9</sup> The Assessment reflects the work of more than 300 governmental and non-governmental experts, was externally peer-reviewed by a committee of the National Academies of Sciences, Engineering and Medicine, and underwent several rounds of technical and policy review by the federal agencies of the U.S. Global Change Research Program.<sup>10</sup> The two volumes of the Assessment represent the federal government’s most up-to-date and comprehensive analysis of climate science and the impacts of climate change on the United States.<sup>11</sup>

The second volume of the Assessment cautions that “[i]n the absence of significant global mitigation action and regional adaptation efforts, rising temperatures, sea level rise, and changes in extreme events are expected to increasingly disrupt and damage critical infrastructure and property, labor productivity, and the vitality of our communities.”<sup>12</sup> Further, “[w]hile mitigation and adaptation efforts have expanded substantially in the last four years, they do not yet approach the scale considered necessary to avoid substantial damages to the economy, environment, and human health over the coming decades.”<sup>13</sup> Documenting many of the record-setting phenomena we have recently seen, including fires, floods, other extreme weather, and sea level rise, the second volume emphasizes the increasing vulnerability of our built environment as these phenomena become the new normal or even more extreme.<sup>14</sup> Additional studies support these disturbing findings. For instance, a modeling analysis of 22 recent hurricanes by U.S.

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<sup>7</sup> See IPCC Press Release, Summary for Policymakers of IPCC Special Report on Global Warming of 1.5° C Approved by Governments (Oct. 8, 2018),

[https://www.ipcc.ch/site/assets/uploads/2018/11/pr\\_181008\\_P48\\_spm\\_en.pdf](https://www.ipcc.ch/site/assets/uploads/2018/11/pr_181008_P48_spm_en.pdf); IPCC Special Report, Global Warming of 1.5° C (IPCC Special Report), <https://www.ipcc.ch/sr15/>.

<sup>8</sup> *Assessment, Volume I*, *supra* note 6, at 10.

<sup>9</sup> U.S. Global Change Research Program, *Impacts, Risks, and Adaptation in the United States: Fourth National Climate Assessment, Volume II* (D.R. Reidmiller et al. eds., 2018), <https://nca2018.globalchange.gov/>.

<sup>10</sup> *Id.* at iii, 2.

<sup>11</sup> *Id.* at 1; *see also* Global Change Research Act of 1990, Pub. L. No. 101-606, 15 U.S.C. §§ 2921-2961.

<sup>12</sup> *Assessment, Volume II*, *supra* note 9, at 25-32 (Summary Findings).

<sup>13</sup> *Id.* at 26.

<sup>14</sup> *See, e.g., id.* at 444, 669-1,308 (documenting regional impacts of climate change).



government scientists concluded that future hurricanes will have stronger maximum winds, move slower, and drop more precipitation.<sup>15</sup>

The States are already facing these severe impacts of climate change.<sup>16</sup> In California, climate change is responsible for successive record-breaking fire seasons resulting in unprecedented loss of life and billions of dollars in damages and economic harm. The 2017 wildfire season killed dozens of people, destroyed thousands of homes, forced hundreds of thousands to evacuate, and burned more than half a million acres.<sup>17</sup> In August 2018, before the devastating Camp Fire that killed more than 80 people, California released a report suggesting that large wildfires (greater than 25,000 acres) could become 50% more frequent by the end of the century if GHG emissions are not reduced.<sup>18</sup> Climate change is expected to make longer and more severe wildfire seasons the new normal for California.<sup>19</sup> Besides the immediate threats they pose to life and property, wildfires significantly impair both air quality (via smoke and ash that can hospitalize residents) and water quality (via the erosion of hillsides stripped of their vegetation). California also weathered a historic five-year drought and a variety of other unprecedented phenomena increasingly harming the health and prosperity of Californians from all parts of the state.<sup>20</sup> Drought conditions beginning in 2012 left reservoirs across the state at record low levels, often no more than a quarter of their capacity. By 2015, the Sierra snowpack—critical to California’s water supply, tourism industry, and hydroelectric power—was the smallest in at least 500 years.<sup>21</sup> In the Central Valley, the drought cost California agriculture about \$2.7 billion and more than 20,000 jobs in 2015 alone.<sup>22</sup>

With over six-hundred miles of coastline and 2.2 million people living in shoreline towns and communities, Connecticut’s residents are extremely vulnerable to the impacts of climate events. Connecticut has already experienced significant damage to natural resources, homes, and

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<sup>15</sup> Gutmann et al., *Changes in Hurricanes from a 13-Yr. Convection-Permitting Pseudo-Global Warming Simulation*, 31 J. CLIMATE 3,643 (Jan. 24, 2018) (abstract), <https://doi.org/10.1175/JCLI-D-17-0391.1>.

<sup>16</sup> A detailed summary of state-specific climate change impacts is set forth in the Comments of Attorneys General of New York, et al. on Proposed Rule: Emission Guidelines for Greenhouse Gas Emissions from Existing Electric Utility Generating Units: Emission Guideline Implementing Regulations; New Source Review Program, Appendix A: Climate Change Impacts, Docket Id. No. EPA-HQ-OAR-2017-0355-24817 (Oct. 31, 2018), <https://www.regulations.gov/document?D=EPA-HQ-OAR-2017-0355-24817>.

<sup>17</sup> Lauren Tierney, *The Grim Scope of 2017’s California Wildfire Season Is Now Clear. The Danger’s Not Over.*, WASH. POST (Jan. 4, 2018), <https://www.washingtonpost.com/graphics/2017/national/california-wildfires-comparison/>.

<sup>18</sup> Bedsworth, L. et al., *2018 Statewide Summary Report, California’s Fourth Climate Change Assessment* at 9 (2018), [www.climateassessment.ca.gov](http://www.climateassessment.ca.gov).

<sup>19</sup> California Department of Forestry and Fire Protection, *California’s Forests and Rangelands: 2010 Assessment*, Ch. 3-7 (2010), <https://frap.fire.ca.gov/media/3179/assessment2010.pdf>.

<sup>20</sup> See generally California Air Resources Board, *California’s 2017 Climate Change Scoping Plan Update: The Strategy for Achieving California’s 2030 Greenhouse Gas Target*, (Nov. 2017), [https://ww3.arb.ca.gov/cc/scopingplan/scoping\\_plan\\_2017.pdf](https://ww3.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf).

<sup>21</sup> See NOAA, National Centers for Environmental Information, *Multi-Century Evaluation of Sierra Nevada Snowpack*, <https://www.ncdc.noaa.gov/news/multi-century-evaluation-sierra-nevada-snowpack>.

<sup>22</sup> California’s 2017 Climate Change Scoping Plan Update, *supra* note 20, at 7.

infrastructure from more frequent and more intense storms, which is consistent with scientists' predictions of new weather patterns attributable to climate change.<sup>23</sup> For example, in Connecticut alone, Hurricane Irene (2011) caused power outages affecting 754,000 citizens, and Superstorm Sandy (2012) forced a shutdown of Connecticut's transportation system, causing power outages to 600,000 people and inflicting almost \$2 billion in statewide damages.<sup>24</sup> Superstorm Sandy forced evacuations of thousands of Connecticut residents, damaged roads and infrastructure, and took nine days for the affected utilities to restore power.<sup>25</sup>

As one of the most low-lying states in the nation, Delaware is particularly at risk from the harms of climate change, including sea level rise. For example, a 2012 Delaware Sea Level Rise Vulnerability Assessment found that sea level rise of only 0.5 meters would inundate 8% of the state's land area.<sup>26</sup> Areas inundated would include "transportation and port infrastructure, historic fishing villages, resort towns, agricultural fields, wastewater treatment facilities and vast stretches of wetlands and wildlife habitat of hemispheric importance."<sup>27</sup> The Assessment concluded that "every Delawarean is likely to be affected by sea level rise whether through increased costs of maintaining public infrastructure, decreased tax base, loss of recreational opportunities and wildlife habitat, or loss of community character."<sup>28</sup>

As a densely populated area located at the confluence of two tidal rivers, the District of Columbia is particularly vulnerable to the effects of climate change including dangerous heat waves, flooding caused by rising tides and heavy rains, and severe weather. Nuisance flooding in riverfront areas has already increased by more than 300% according to the National Oceanic and Atmospheric Administration.<sup>29</sup> The U.S. Army Corps of Engineers conservatively predicts up to 3.4 feet of additional sea level rise in the District by 2080.<sup>30</sup> Heat emergencies are also projected to increase from 30 days per year (historic average) to 30-45 days by the 2050s, and to 40-75 days by the 2080s.<sup>31</sup>

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<sup>23</sup> *Building a Low Carbon Future for Connecticut: Recommendations from the Governor's Council on Climate Change* (Dec. 18, 2018), [https://www.ct.gov/deep/lib/deep/climatechange/publications/building\\_a\\_low\\_carbon\\_future\\_for\\_ct\\_gc3\\_recommendations.pdf](https://www.ct.gov/deep/lib/deep/climatechange/publications/building_a_low_carbon_future_for_ct_gc3_recommendations.pdf).

<sup>24</sup> NOAA, National Centers for Environmental Information, *U.S. Billion-Dollar Weather and Climate Disasters: Overview*, <https://www.ncdc.noaa.gov/billions/>.

<sup>25</sup> John Burgeson, *Rising Above the Tide: 5 Years Since Sandy*, CTPOST, Oct. 28, 2017, <https://www.ctpost.com/local/article/Rising-above-the-tide-5-years-since-Sandy-12313727.php>.

<sup>26</sup> Delaware Department of Natural Resources and Environmental Control, *Preparing for Tomorrow's High Tide: Sea Level Rise Vulnerability Assessment for the State of Delaware* at ix (July 2012), <http://www.dnrec.delaware.gov/coastal/Documents/SeaLevelRise/AssesmentForWeb.pdf>.

<sup>27</sup> *Id.*

<sup>28</sup> *Id.*

<sup>29</sup> *Climate Ready DC, The District of Columbia's Plan to Adapt to a Changing Climate* at A3, [https://doee.dc.gov/sites/default/files/dc/sites/ddoe/service\\_content/attachments/CRDC-Report-FINAL-Web.pdf](https://doee.dc.gov/sites/default/files/dc/sites/ddoe/service_content/attachments/CRDC-Report-FINAL-Web.pdf).

<sup>30</sup> *Id.*

<sup>31</sup> *Id.* at A2.

In addition to threatening the lives of Illinois citizens, climate change is fundamentally altering the state's farming industry and greatest environmental asset, Lake Michigan. The farming sector is particularly vulnerable. In spring 2019, record flooding delayed crop planting across the state, causing the U.S. Department of Agriculture to declare an agricultural disaster for the entire state.<sup>32</sup> Climate disruption also contributes to whipsawing water levels on Lake Michigan. In January 2013, the Lake Michigan's water level fell to an all-time low. In 2015, the water level then climbed to its highest level since 1998.<sup>33</sup> These rapid changes harm commercial shipping, recreational boaters, wildlife, and beach-goers.

By 2100, Massachusetts is projected to experience between 4.0 and 7.6 feet of sea level rise relative to mean sea level from the year 2000, with up to 10.2 feet of sea level rise possible under a high emissions scenario.<sup>34</sup> Warmer temperatures, extended heat waves, increased frequency and extent of flooding, changing precipitation, and increasingly severe weather events are already significantly impacting public health, the environment, and agriculture in Massachusetts, causing significant property damage, and straining key infrastructure including transportation networks, wastewater treatment systems, drinking water sources, and energy infrastructure.<sup>35</sup>

New York is experiencing dramatic increases in the frequency and intensity of extreme rain storms.<sup>36</sup> For example, devastating rainfall from Hurricane Irene in 2011 dropped more than 11 inches of rain in just 24 hours, causing catastrophic flooding, power outages, displacement and loss of life, and estimated damage totaling \$1.3 billion. New York's rate of sea level rise is much higher than the national average and could account for up to six feet of additional rise by 2100 if GHG emissions are not abated. Storm surge on top of high tide on top of sea level rise is a recipe for disaster for coastal New York. For example, the approximately 12 inches of sea level rise New York City has experienced since 1900 may have expanded Hurricane Sandy's flood area in 2012 by about 25 square miles, flooding the homes of an additional 80,000 people

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<sup>32</sup> U.S. Dept. of Agriculture, *USDA Designates 102 Illinois Counties as Primary Natural Disaster Areas* (Aug. 14, 2019), [https://www.fsa.usda.gov/news-room/emergency-designations/2019/ed\\_2019\\_0814\\_rel\\_0074](https://www.fsa.usda.gov/news-room/emergency-designations/2019/ed_2019_0814_rel_0074).

<sup>33</sup> Tony Briscoe, *Lake Michigan Water Levels Rising at Near Record Rate*, Chicago Tribune (July 12, 2015), available at <http://www.chicagotribune.com/news/local/breaking/ct-lake-michigan-water-levels-met-20150710-story.html>.

<sup>34</sup> Northeast Climate Science Center, University of Massachusetts, *Massachusetts Climate Change Projections* (Mar. 2018), <https://necsc.umass.edu/projects/massachusetts-climate-change-projections>.

<sup>35</sup> See, e.g., *id.* at 4-6; Massachusetts Dep't of Public Health, *CAPACITY TO ADDRESS THE HEALTH IMPACTS OF CLIMATE CHANGE IN MASSACHUSETTS*, 6 (Apr. 2014), available at <http://www.mass.gov/eohhs/docs/dph/environmental/exposure/climate-change-report-2014.pdf>; Runkle et al., *NOAA National Centers for Environmental Information, State Summaries 149-MA, Massachusetts*, 4 (2017), available at <https://statesummaries.ncics.org/downloads/MA-screen-hi.pdf>.

<sup>36</sup> *Current & Future Trends in Extreme Rainfall Across New York State, A Report from the Environmental Protection Bureau of New York State Attorney General Eric T. Schneiderman* (Sept. 2014), [https://ag.ny.gov/pdfs/Extreme\\_Precipitation\\_Report%209%202%2014.pdf](https://ag.ny.gov/pdfs/Extreme_Precipitation_Report%209%202%2014.pdf) (based on data from the 2014 National Climate Assessment and the National Oceanographic and Atmospheric Administration's Northeast Regional Climate Center).

in the New York City area alone.<sup>37</sup> Air pollution in New York may also be worsening due to climate change. According to the Third National Assessment on Climate Change, a scenario in which greenhouse gases continue to increase would lead to higher ground-level ozone concentrations in the New York metropolitan region, driving up the number of ozone-related emergency room visits for asthma in the area by 7.3%—more than 50 additional ozone-related emergency room visits per year in the 2020s, compared to the 1990s.<sup>38</sup> The New York City metropolitan area experienced elevated ozone pollution levels in the years 2015-2017, a period that included the hottest years on record.<sup>39</sup>

In Pennsylvania, temperatures have already increased 1.8°F in the last century, and are projected to rise an additional 5.4°F by 2050. Pennsylvania has seen a related rise in precipitation, causing increased flooding and landslides that cost the Commonwealth an additional \$125.7 million for infrastructure replacement in 2018 alone. Climate change is also worsening air quality, damaging crops, and increasing the prevalence of invasive species and insect-transmitted diseases.<sup>40</sup>

Climate change will significantly adversely affect Washington's public health and its coasts, mountains, and forests. The warming climate already is increasing ocean acidification,<sup>41</sup> decreasing Washington's snowpack,<sup>42</sup> and threatening Washington's forests and timber industry.<sup>43</sup> With respect to public health, more frequent heat waves and more frequent and intense flooding may harm human health directly and may also exacerbate health risks from poor air quality and allergens.<sup>44</sup> In addition, Washington is also experiencing decreasing winter mountain snowpack, and by the 2080s, snow pack is expected to decline 56-70%, impacting water availability for drinking, irrigation, hydropower, and salmon.<sup>45</sup>

For these reasons, the States are particularly concerned that federal agencies thoroughly consider GHG emissions and the consequences of climate change in their NEPA review and take

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<sup>37</sup> Horton, et al., *New York City Panel on Climate Change 2015 Report, Chapter 2: Sea Level Rise and Coastal Storms*, 1336 ANN. N.Y. ACAD. SCI. 36 (2015), <http://onlinelibrary.wiley.com/doi/10.1111/nyas.12593/full>.

<sup>38</sup> U.S. National Climate Assessment, *Climate Change Impacts in the United States*, (2014) at 222 (citing P. E. Sheffield, et al., *Modeling of Regional Climate Change Effects on Ground Level Ozone and Childhood Asthma*, 41 AM. J. PREVENTIVE MEDICINE 251 (2011), <http://download.journals.elsevierhealth.com/pdfs/journals/0749-3797/PIIS0749379711003461.pdf>)

<sup>39</sup> Am. Lung Ass'n, *State of the Air 2019*, at 5-6, 21, 37, 127-128 (2019), <https://www.lung.org/assets/documents/healthy-air/state-of-the-air/sota-2019-full.pdf>.

<sup>40</sup> PENN. DEP'T OF ENVTL. PROTECTION, *Climate Change in PA*, <https://www.depgis.state.pa.us/ClimateChange/index.html> (last visited Aug. 22, 2019).

<sup>41</sup> Climate Impacts Group, University of Washington, *State of Knowledge Report, Climate Change Impacts and Adaptation in Washington State: Technical Summaries for Decision Makers*, at ES-1 (Dec. 2013), (hereinafter "State of Knowledge Report"), <https://cig.uw.edu/resources/special-reports/wa-sok/>.

<sup>42</sup> *Id.*

<sup>43</sup> *Id.* at ES-4.

<sup>44</sup> *Id.* at ES-4, ES-5.

<sup>45</sup> *Id.* at ES-4, 6-1, 6-6, 6-11, 6-12.

a hard look at the full environmental impacts, including climate-related impacts, of any proposed actions.

## II. NEPA AND THE COUNCIL ON ENVIRONMENTAL QUALITY

Congress enacted NEPA in 1969 to establish a national policy for the environment and to create and maintain conditions under which man and nature can exist in productive harmony and fulfill the social, economic, and other requirements of present and future generations of Americans.<sup>46</sup> NEPA is “our basic national charter for protection of the environment.”<sup>47</sup> NEPA’s goals are to ensure agencies consider environmental consequences of their proposed actions and “inform the public about their decision-making process.”<sup>48</sup> Nearly every major federal action requires compliance with NEPA, which also requires consultation with other federal agencies possessing expertise on particular resources impacted by a project, with the aim to help develop more robust alternatives.

NEPA established CEQ within the Executive Office of the President to ensure that federal agencies meet their obligations under NEPA.<sup>49</sup> CEQ reviews and approves federal agency NEPA procedures, approves alternative arrangements for compliance with NEPA in emergencies, and helps to resolve disputes between federal agencies and other governmental entities and members of the public.<sup>50</sup> CEQ oversees NEPA implementation across the nation, principally through issuing regulations and guidance to implement NEPA’s procedural requirements and provide direction to both federal agencies and private project proponents.

Over the past forty years, CEQ’s regulations and guidance have shaped NEPA’s implementation and have become integral to the daily functioning and responsible decision-making of numerous federal and state agencies. CEQ’s guidance also helps provide legal certainty to both federal agencies and private project applicants. And circuit courts reviewing challenges to NEPA compliance often rely on CEQ’s guidance documents as “persuasive authority offering interpretive guidance regarding the meaning of NEPA and the implementing regulations.”<sup>51</sup> Rather than implement or properly interpret the law, however, CEQ’s Draft Guidance undermines NEPA’s letter and spirit, sows confusion about consideration of climate change impacts under NEPA, increases uncertainty, and creates new legal risks for projects subject to NEPA.

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<sup>46</sup> 42 U.S.C. § 4321.

<sup>47</sup> 40 C.F.R. § 1500.1 (2018).

<sup>48</sup> Draft Guidance, *supra* note 1, at 30,097.

<sup>49</sup> 42 U.S.C. § 4321.

<sup>50</sup> See <https://ceq.doe.gov/index.html> (last visited August 22, 2019).

<sup>51</sup> See, e.g., *Wyoming v. U.S. Dep’t of Ag.*, 661 F.3d 1209, 1260 n.36 (10th Cir. 2011); *New Mexico ex rel. Richardson v. Bureau of Land Mgmt.*, 565 F.3d 683, 705 n.25 (10th Cir. 2009); *American Rivers v. F.E.R.C.*, 201 F.3d 1186, 1200-01 & n.21 (9th Cir. 1999).



### III. CEQ UNLAWFULLY AND ARBITRARILY IGNORES THE EFFECTS OF CLIMATE CHANGE IN THE DRAFT GUIDANCE

CEQ's 2016 Guidance offered clarity and consistency in how federal agencies should address climate change—including how climate change may alter an action's environmental effects—in the environmental impact assessment process. Central to the prior guidance was the goal of identifying important interactions between climate change and environmental impacts from a proposed action. The 2016 Guidance appropriately focused on the environmental risks associated with climate change, recognizing the critical importance of climate change as a “fundamental environmental issue” whose effects “fall squarely within NEPA's purview.”<sup>52</sup> It also detailed the science on climate change, citing multiple international and federal government studies documenting the impacts of climate change.<sup>53</sup> CEQ also emphasized the need to consider climate change and the evolving body of scientific information available to understand and identify a project's affected environment.<sup>54</sup>

The Draft Guidance unlawfully and arbitrarily ignores a growing body of scientific literature regarding climate change. Notably absent from the three-page Draft Guidance is any discussion of climate change and its effects. Proper assessment of the effects of GHG emissions requires a recognition—wholly absent in the Draft Guidance—that climate change presents an extremely challenging threat that must be addressed in NEPA analyses. Instead, the Draft Guidance offers only a cursory overview of the assessment of a project's GHG emissions. And despite its nominal focus on GHG emissions, the Draft Guidance only refers to climate effects in stating that GHG emissions “may be used as a proxy for assessing potential climate effects” and that an agency may qualitatively discuss the effects of GHG emissions based on literature.<sup>55</sup> These passing references do little to underscore the significance of GHG emissions in the context of climate change or to acknowledge the severe impacts that our States and cities are already facing today.

The Draft Guidance's disregard for climate change is the latest in a series of the Trump Administration's efforts to arbitrarily minimize or disregard the overwhelming scientific consensus that immediate and continual progress toward a near-zero GHG-emission economy by mid-century is necessary to avoid truly catastrophic climate change impacts.<sup>56</sup> Indeed, CEQ's

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<sup>52</sup> 2016 Guidance, *supra* note 3, at 2.

<sup>53</sup> *Id.* at 6-8.

<sup>54</sup> *Id.* at 21.

<sup>55</sup> Draft Guidance, *supra* note 1, at 30,098.

<sup>56</sup> See Intergovernmental Panel on Climate Change (IPCC), *Summary for Policymakers of IPCC Special Report on Global Warming of 1.5 C* at 15 (2018). Multiple federal actions reflect the Trump administration's repeated disregard for the need to reduce GHG emissions, including, among others: the Affordable Clean Energy Rule, 84 Fed. Reg. 32,520 (July 8, 2019) (rolling back Clean Power Plan emissions controls on existing power plants); the Safer Affordable Fuel-Efficient (SAFE) Vehicles Proposed Rule for Model Years 2021-2026 Passenger Cars and Light Trucks, 83 Fed. Reg. 42,986 (Aug. 24, 2018); and *State of California v. EPA*, No. 4:18-03237-HSG (N.D. Cal. May 31, 2018) (challenging EPA's refusal to implement landfill methane emission regulations).

refusal to address climate impacts in the Draft Guidance is all the more troubling in light of the federal government's *own* conclusions, detailed above, that climate change resulting from GHG emissions is already having a serious impact on communities throughout the country and that immediate action is necessary to avoid the most severe long-term consequences.<sup>57</sup> In the face of these severe and well-documented climate change impacts, CEQ's guidance should *highlight* rather than minimize the critical importance of addressing climate change and its impacts in NEPA analyses. The Draft Guidance unlawfully and arbitrarily ignores these impacts and encourages agencies to minimize the treatment of GHG emissions and climate effects during NEPA review of federal projects.

#### IV. CEQ'S DRAFT GUIDANCE SUBVERTS THE PURPOSE AND REQUIREMENTS OF NEPA

CEQ's Draft Guidance undermines NEPA's purpose to promote informed decision-making by disregarding the most pressing environmental challenge of our time: climate change.<sup>58</sup> As the Supreme Court long ago emphasized, and as the Draft Guidance itself acknowledges, NEPA requires agencies to take a "hard look" at all environmental consequences—whether direct or indirect—of any proposed action on the environment.<sup>59</sup> And that "hard look" requirement obligates agencies to carefully consider every significant environmental impact of a project,<sup>60</sup> which must necessarily include examining a project's contribution to climate change through its GHG emissions.<sup>61</sup> NEPA's regulations, too, expressly require consideration of indirect effects on air, water, and other natural systems, like those resulting from climate change.<sup>62</sup> Inherent in NEPA and its implementing regulations is a "rule of

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<sup>57</sup> *Assessment, Volume I, supra* note 6, at 16 ("[B]ased on extensive evidence, ... it is extremely likely that human activities, especially emissions of GHGs, are the dominant cause of the observed warming since the mid-20<sup>th</sup> century[.]"); *see also* *Assessment, Volume II, supra* note 9 at 1453; Daniel R. Coats, *Statement for the Record: Worldwide Threat Assessment of the U.S. Intelligence Community* at 23 (Jan. 29, 2019), <https://www.hsdl.org/?view&did=820727>, ("Global environmental and ecological degradation, as well as climate change, are likely to fuel competition for resources, economic distress, and social discontent through 2019 and beyond. Climate hazards such as extreme weather, higher temperatures, droughts, floods, wildfires, storms, sea level rise, soil degradation, and acidifying oceans are intensifying, threatening infrastructure, health, and water and food security. Irreversible damage to ecosystems and habitats will undermine the economic benefits they provide, worsened by air, soil, water, and marine pollution.").

<sup>58</sup> *See Assessment, Volume II, supra* note 9, at 26, 73, 1347 (reaffirming that climate change is human-caused, that continued growth in emissions will produce economic losses across all sectors, and that mitigation measures do not "yet approach the scale considered necessary to avoid substantial damages to the economy, environment and human health over the coming decades").

<sup>59</sup> *Robertson v. Methow Valley Citizens Council*, 490 U.S. 332 (1989); Draft Guidance, *supra* note 1, at 30,097.

<sup>60</sup> *See Baltimore Gas & Elec. Co. v. Nat. Res. Def. Council, Inc.*, 462 U.S. 87, 97 (1983) ("NEPA...places upon an agency the obligation to consider every significant aspect of the environmental impact of a proposed action.") (internal quotation marks and citations omitted).

<sup>61</sup> *See, e.g., WildEarth Guardians v. Jewell*, 738 F.3d 298, 301 (D.C. Cir. 2013) (holding that agency took the requisite hard look at the effect of its decision to authorize the lease of public lands for coal mining operations on global climate change).

<sup>62</sup> *See* 40 C.F.R. § 1508.8.

reason,” which ensures that agencies determine whether and how to prepare an Environmental Impact Statement (“EIS”) based on the usefulness to the decision-making process of any new potential information regarding such impacts.<sup>63</sup>

While NEPA does not mandate substantive outcomes, the requirement that federal agencies consider and publicly disclose the environmental consequences of a proposed action, including actions that contribute to climate change, has practical significance.<sup>64</sup> Although NEPA does not necessarily mandate that federal agencies reduce GHG emissions related to a proposed action, a full evaluation of a proposed action’s GHG emissions and/or climate change impacts under NEPA affects agency activity by increasing awareness and allowing meaningful evaluation of alternative courses of action. And disclosure of GHG impacts provides states and the public with useful information that increases their ability to lobby agencies and Congress to move toward greener and sustainable options in federal actions.

The Draft Guidance moves in the wrong direction, muddying the waters on the analysis of climate change impacts under NEPA and creating new legal risks for actions subject to NEPA. As discussed in more detail below, the Draft Guidance conflicts with NEPA’s “hard look” mandate by: (1) failing to clarify how agencies analyze indirect climate change effects under NEPA; (2) improperly instructing agencies on cumulative impacts analysis; (3) encouraging agencies to forgo quantifying climate change impacts even though complex analysis and modeling of GHG impacts have been routinely performed by federal agencies since at least 2010; (4) discouraging a proper cost-benefit analysis; and (5) improperly indicating that evaluation of mitigation of GHG impacts is not required. In short, rather than informing agencies how to meaningfully analyze a project’s GHG emissions and climate change impacts,<sup>65</sup> the Draft Guidance encourages agencies *not* to analyze a project’s likely climate change impacts and to avoid taking a “hard look” at climate-related impacts, in conflict with NEPA. As noted below,<sup>66</sup> a growing body of case law demonstrates that, for many projects, CEQ’s instructions in the Draft Guidance on how to address climate change impacts under NEPA encourage agencies to disregard relevant environmental information and are thus contrary to the law and arbitrary and capricious.<sup>67</sup>

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<sup>63</sup> *Dep’t of Transp. v. Public Citizen*, 541 U.S. 752, 754 (2004).

<sup>64</sup> 40 C.F.R. §§ 1501.5, 1501.6, 1500.5, 1508.7 (2019); *see Robertson*, 490 U.S. at 333 (“NEPA itself does not impose substantive duties mandating particular results, but simply prescribes the necessary process for preventing uninformed—rather than unwise—agency action”).

<sup>65</sup> *Compare* 2016 Guidance, *supra* note 3, at 20-27.

<sup>66</sup> *See, e.g., WildEarth Guardians v. Zinke*, 368 F. Supp. 3d 41, 68-71 (D.D.C. 2019); *Ctr. for Biological Diversity v. Nat’l Highway Transportation Safety Admin.*, 538 F.3d 1172, 1198-1203 (9th Cir. 2008); *see also Mid States Coal. for Progress v. Surface Transp. Bd.*, 345 F.3d 520, 532, 549-50 (8th Cir. 2003) (agencies must assess proposed action’s indirect effect on climate change when nature of effect is reasonably foreseeable, even if extent of that effect is not).

<sup>67</sup> *See Motor Vehicle Mfrs. Ass’n of the United States v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983) (“under the ‘arbitrary and capricious’ standard ... the agency must examine the relevant data and articulate a satisfactory explanation for its action including a ‘rational connection between the facts found and the choice made’”).



### A. CEQ's Draft Guidance Does Not Clarify to What Extent Agencies Must Consider Indirect GHG Emissions

CEQ's disregard for indirect GHG emissions conflicts with NEPA, its regulations, and case law. As noted above, an agency conducting review under NEPA must consider the project's direct and indirect environmental effects.<sup>68</sup> Indirect effects are "caused by the action and are later in time or farther removed in distance, but are still reasonably foreseeable."<sup>69</sup> Federal courts have held that upstream and downstream GHG emissions are an indirect effect of agencies authorizing projects such as pipelines and mining.<sup>70</sup> Where an agency could deny a project on the ground that it would be too harmful to the environment, the agency is the "legally relevant cause" of both the direct and indirect effects of that project.<sup>71</sup> Thus, federal agencies are required to analyze indirect GHG emissions under NEPA.<sup>72</sup>

The Draft Guidance, however, fails to clarify the extent to which agencies should consider GHG emissions from major federal actions. Instead, it employs broad language and general terms to significantly reduce the scope of environmental impacts that agencies should analyze under NEPA. Purporting to rely on the "rule of reason," the Draft Guidance suggests that agencies "should analyze reasonably foreseeable environmental consequences of major federal actions, but should not consider those that are remote or speculative."<sup>73</sup> However, climate change harms are already occurring. Although there may be uncertainties in terms of additional types of harms and the magnitude of impacts, CEQ seems to ignore the very predicate that harms are happening now. And, rather than employ any "rule of reason," the Draft Guidance attempts to limit agencies' consideration of GHG emissions by not specifying the meaning of the terms or the analysis necessary for an agency to support such a determination.

Litigation challenging NEPA review by the Federal Energy Regulatory Commission ("FERC") provides a useful example of the proper analysis of GHG emissions as indirect effects under NEPA. FERC, in particular, has struggled in its approach to analysis of climate effects of pipeline decisions under NEPA and the Natural Gas Act.<sup>74</sup> Historically, FERC contended that

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<sup>68</sup> 40 C.F.R. § 1502.16.

<sup>69</sup> 40 C.F.R. § 1508.8(b).

<sup>70</sup> See, e.g., *Sierra Club*, 867 F.3d at 1374 ("greenhouse-gas emissions are an indirect effect of authorizing this [pipeline] project, which FERC could reasonably foresee"); *San Juan Citizens Alliance v. U.S. Bureau of Land Mgmt.*, 326 F. Supp. 3d at 1244 (finding that combustion emissions were indirect effect of agency's decision to extract those natural resources); *Montana Env'tl. Info. Ctr. v. U.S. Office of Surface Mining*, No. CV 15-106-M-DWM, 2017 WL 5047901, \*3 (stating that "effects of the estimated 23.16 million metric tons of greenhouse gas emissions the Mining Plan EA concluded would result from combustion of the coal that would be extracted from the Mine" are indirect effects from coal trains).

<sup>71</sup> *Sierra Club*, 867 F.3d at 1373.

<sup>72</sup> *Id.*

<sup>73</sup> Draft Guidance, *supra* note 1, at 30,098.

<sup>74</sup> In April 2018, FERC issued a Notice of Inquiry (NOI) aimed at reevaluating its previous approach to balancing the competing interests involved in pipeline projects, to which it invited comments (Certification of New Interstate Natural Gas Facilities Notice of Inquiry, 163 FERC ¶ 61,042 (2018)); see also Rich Glick & Matthew Christiansen, *FERC and Climate Change*, 40 ENERGY L. J. 1, 43 (2019)

upstream and downstream GHG emissions are not “reasonably foreseeable.”<sup>75</sup> Based on this reasoning, FERC has taken the position that it need not analyze such emissions pursuant to NEPA, or factor them into its public convenience and necessity determinations under the Natural Gas Act.<sup>76</sup> The court in *Sierra Club v. FERC* disagreed, holding that under NEPA, FERC must consider GHG emissions as indirect effects of a project.<sup>77</sup> CEQ should provide clarity on the process of evaluating GHG emissions by instructing agencies to consider upstream and downstream GHG emissions as indirect effects of a project, as *Sierra Club* requires. Instead, the Draft Guidance directs agencies such as FERC to follow an approach inconsistent with NEPA and case law.

NEPA, CEQ’s implementing regulations, and federal court decisions thus make clear that agencies cannot shirk their NEPA obligations by simply claiming that GHG emissions are too speculative.<sup>78</sup> Any NEPA reviews conducted pursuant to the Draft Guidance—and thus in conflict with decisions such as *Sierra Club v. FERC*—will be unlawful and subject to increased litigation. By failing to describe the factors triggering rigorous analysis of GHG impacts, the Draft Guidance fails to reduce uncertainty, invites speculation, and *reduces* clarity for agencies in assessing GHG emissions. Rather than making agencies’ NEPA reviews less robust and more vulnerable to challenge, CEQ should provide agencies with more meaningful guidance on how to analyze indirect GHG emissions.

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(recommending that FERC should “meaningfully engage the issue and develop a framework for fully considering climate change in the section 7 process”).

<sup>75</sup> See, e.g., New Market Project Rehearing Order, 163 FERC ¶ 61,128 at P 34.

<sup>76</sup> *Id.* at P 43 (“We are not aware of any basis that indicates the Commission is required to consider environmental effects that are outside of our NEPA analysis of the proposed action in our determination of whether a project is in the public convenience and necessity under section 7(c).”).

<sup>77</sup> *Sierra Club*, 867 F.3d at 1373-75.

<sup>78</sup> See, e.g., *id.* at 1374 (holding that agency had not provided a satisfactory explanation for why quantification of indirect GHG emissions was not feasible and stating, “we understand that emission estimates would be largely influenced by assumptions rather than direct parameters about the project, but some educated assumptions are inevitable in the NEPA process” (internal quotation marks and citations omitted)); *San Juan Citizens Alliance*, 326 F. Supp.3d at 1241-44 (holding that BLM’s failure to quantify and analyze the impacts of downstream GHG emissions was arbitrary, despite the agency’s finding that impacts were “not feasible to predict with certainty”); see *Allegheny Defense Project v. FERC*, No. 17-1098, \_\_\_ F.3d \_\_\_, 2019 WL 3518835 at \*8, (D.C. Cir. Aug. 2, 2019) (holding “NEPA required the Commission to consider both the direct and indirect environmental effects of the Project, and that, despite what the Commission argues, the downstream greenhouse-gas emissions are just such an indirect effect,” (citing *Sierra Club v. FERC* and 40 C.F.R. § 1502.16(b))); see generally *Scientists’ Inst. For Pub. Info, Inc. v. U.S. Atomic Energy Comm’n*, 481 F.2d 1079, 1092 (D.C. Cir. 1973) (“Reasonable forecasting and speculation is thus implicit in NEPA, and we must reject any attempt by agencies to shirk their responsibilities under NEPA by labeling any and all discussion of future environmental effects as ‘crystal ball inquiry.’”).

**B. Vague and Undefined Terms in the Draft Guidance Add Legal Risk and Encourage Agencies to Unlawfully Avoid Quantification of GHG Emissions**

The Draft Guidance contains numerous ambiguous terms that, in effect, would encourage agencies to unlawfully cast aside their obligations under NEPA. In particular, the Draft Guidance directs agencies to “attempt to quantify a proposed action’s projected direct and reasonably foreseeable indirect GHG emissions when the amount of those emissions is *substantial* enough to warrant quantification, and when it is *practicable* to quantify them using available data and GHG quantification tools.”<sup>79</sup> But the Draft Guidance fails to explain what constitutes “substantial” emissions or what factors determine whether quantification would be “practicable.” CEQ’s decision to add these ambiguous terms to the Draft Guidance conflicts directly with the more straightforward language of the 2016 Guidance, which directed agencies to “quantify...direct and indirect GHG emissions, taking into account available data and GHG quantification tools.”<sup>80</sup> The Draft Guidance provides agencies leeway to create their own technical definitions and, in some cases, to avoid analyzing a project’s climate change impacts altogether. What is more, if different agencies adopt their own interpretations of the terms set forth in the Draft Guidance, it is likely that major inconsistencies will arise in the processes by which different agencies assess GHG impacts under NEPA.

The Draft Guidance also states that agencies “are not required to quantify effects where information necessary . . . is unavailable, not of high quality, or the complexity of identifying emissions would make quantification overly-speculative.”<sup>81</sup> Here, too, the Draft Guidance fails to clarify what these terms mean or how they should be implemented, and the provision conflicts with both section 1502.22(b) of the NEPA implementing regulations regarding “Incomplete and Unavailable Information” and federal court decisions examining the scope of NEPA review.<sup>82</sup> Specifically, section 1502.22(b) provides that where “the information relevant to reasonably foreseeable significant adverse impacts cannot be obtained because . . . the means to obtain it are not known,” the agency must still include in its EIS, among other items, “a summary of existing credible scientific evidence which is relevant to evaluating the reasonably foreseeable significant adverse impacts on the human environment” and “the agency’s evaluation of such impacts based upon theoretical approaches or research methods generally accepted in the scientific community.”<sup>83</sup> Similarly, although agencies need not have “perfect foresight when considering indirect effects,”<sup>84</sup> courts have rejected agency attempts to ignore an important aspect of a

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<sup>79</sup> Draft Guidance, *supra* note 1, at 30,098 (emphases added).

<sup>80</sup> 2016 Guidance, *supra* note 3, at 4.

<sup>81</sup> Draft Guidance, *supra* note 1, at 30,098.

<sup>82</sup> 40 C.F.R. § 1502.22(b).

<sup>83</sup> *See id.*

<sup>84</sup> *See WildEarth Guardians v. United States Office of Surface Mining, Reclamation & Enft*, 104 F. Supp. 3d 1208, 1230 (D. Colo. 2015), *order vacated as moot, appeal dismissed*, 652 F. App’x 717 (10th Cir. 2016).

problem by writing it off as too speculative<sup>85</sup> or acting on incomplete information or assumptions.<sup>86</sup>

The Draft Guidance also states that “when an agency determines that the tools, methods, or data inputs necessary to quantify a proposed action’s GHG emissions are not *reasonably available*, or it otherwise would not be *practicable*, the agency should [alternatively] include a qualitative analysis. . . .”<sup>87</sup> Again, CEQ has failed to explain what these terms mean. This provision also presents an unlikely scenario because there are many tools available for quantification,<sup>88</sup> including CEQ’s own compilation of GHG accounting tools, methodologies, and reports that it published for use by agencies engaged in emissions quantification.<sup>89</sup> Moreover, federal agencies reviewing actions that are likely to have significant GHG emissions impacts such as pipelines, mining activities, and transportation projects have already implemented quantification at the environmental assessment and EIS stages of NEPA review and are thus familiar with the available data and methodologies.<sup>90</sup> Absent clarification, CEQ’s use of

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<sup>85</sup> See *id.* at 1230-31; *Mid States Coal. for Progress v. Surface Transp. Bd.*, 345 F.3d at 548-50 (rejecting agency’s argument that it need not consider air quality impacts of building national railroad to transport coal because the exact extent of impact was speculative).

<sup>86</sup> *WildEarth Guardians v. Bur. of Land Mgmt.*, 870 F.3d 1222, 1237-38 (10th Cir. 2017) (rejecting agency’s analysis of impacts from coal leasing on carbon emissions and climate change that relied on faulty economic assumption); see generally *W. Watersheds Project v. Kraayenbrink*, 632 F.3d 472, 493 (9th Cir. 2011) (holding that agency violated NEPA when it failed to consider important aspect of problem by relying on data from only one-third of the rangeland in dispute and evaluating impacts without complete data); *Churchill County v. Norton*, 276 F.3d 1060, 1072-73 (9th Cir. 2001) (stating that NEPA “emphasizes the importance of coherent and comprehensive up-front environmental analysis to ensure...that the agency will not act on incomplete information” (internal quotation marks and citations omitted)).

<sup>87</sup> Draft Guidance, *supra* note 1, at 30,098 (emphases added).

<sup>88</sup> See, e.g., U.S. Env’tl. Protection Agency, *EPA Detailed Comments on FERC NOI for Policy Statement on New Natural Gas Transportation Facilities* 2-4 (June 21, 2018), [https://elibrary.ferc.gov/idmws/file\\_list.asp?accession\\_num=20180621-5095](https://elibrary.ferc.gov/idmws/file_list.asp?accession_num=20180621-5095) (listing numerous existing tools and information available to calculate upstream and downstream climate emissions associated with pipeline infrastructure).

<sup>89</sup> NEPA.GOV, *Greenhouse Gas (GHG) Accounting Tools*, <https://ceq.doe.gov/guidance/ghg-accounting-tools.html> (last visited August 23, 2019).

<sup>90</sup> See, e.g., Surface Transp. Bd., *Draft Environmental Impact Statement for the Proposed Construction and Operation of the Tongue River Railroad Appendix F* (Apr. 2015), [https://www.stb.gov/decisions/readingroom.nsf/UNID/E7DE39D1F6FD4A9A85257E2A0049104D/\\$file/AppF\\_Lifecycle+GHG.pdf](https://www.stb.gov/decisions/readingroom.nsf/UNID/E7DE39D1F6FD4A9A85257E2A0049104D/$file/AppF_Lifecycle+GHG.pdf) (quantifying not only downstream combustion emissions of a coal-rail project, but also upstream emissions including the production of the steel and other materials for construction); Office of Surface Mining Reclamation and Enforcement, Environmental Assessment (DOI-BLM-CO-S010-2011-0074-EA), Federal Coal Lease (COC-62920) Modification and Federal Mine Permit (CO-0106A) Revision and Renewal 76-82, 173 (Oct. 12, 2017), [https://eplanning.blm.gov/epl-front-office/projects/nepa/70895/127910/155610/King\\_II\\_Lease\\_Mod\\_Final\\_EA\\_2017-1012.pdf](https://eplanning.blm.gov/epl-front-office/projects/nepa/70895/127910/155610/King_II_Lease_Mod_Final_EA_2017-1012.pdf) (quantifying direct carbon dioxide emissions from equipment to operate mine and construct improvements; indirect carbon dioxide emissions from mine workers’ commutes; methane emissions from coal extraction process; indirect carbon dioxide emissions from transporting coal; and downstream carbon dioxide



ambiguous language encourages agencies to avoid quantification that can and should be done. The Draft Guidance is thereby inconsistent with NEPA and CEQ's obligation to ensure that agencies comply with the statute.<sup>91</sup>

As noted in the comments submitted in 2015 by the California Governor's Office of Planning and Research ("OPR") regarding the previous CEQ draft GHG guidance (referred to herein as the "2015 OPR Comments"), emissions from many projects are easily quantified using existing tools. The 2015 OPR Comments note that "[n]ational protocols for calculating greenhouse gas emissions are also readily available, such as the United States Community Protocol for Calculating Greenhouse Gas Emissions and the Local Government Operations Protocol."<sup>92</sup> California has long recognized that GHG quantification tools are widely available and reliable. Nearly a *decade* ago, during the process for amending the CEQA Guidelines to address GHG quantification, the California Natural Resources Agency noted that "quantification of GHG emissions is possible for a wide range of projects using currently available tools."<sup>93</sup> This is not unique to California; such tools are widely available to the federal government, in connection with federal projects, as well. For example, emission factors from construction equipment and other non-road engines have been readily available from EPA's NONROAD model since the late 1990s, while EPA's MOBILE6.1/6.2 model has included GHG emission factors since 2002. As OPR noted in its comments four years ago, the available tools have improved, and their use has become widespread.<sup>94</sup> That is even more true today.

### **C. The Draft Guidance's Direction Regarding Cumulative Impacts Does Not Comply With NEPA**

The Draft Guidance's instruction regarding cumulative impacts analysis also conflicts with NEPA. NEPA requires a lead agency to give a "hard look" at the cumulative impacts of a project, i.e., the "impact on the environment which results from the incremental impact of the

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emissions from coal combustion; quantifying total direct and estimated indirect GHG emissions from maximum production at mine relative to total U.S. and global emissions).

<sup>91</sup> A survey conducted July 2012 through December 2014 found that of the 238 EISs surveyed, 214 (90%) contained some discussion of GHG emissions or climate change impacts, 172 (72%) discussed the GHG emissions associated with a proposed action, and 167 (70%) discussed how climate change may affect the proposed action. Jessica Wentz et al., Columbia Law School Sabin Ctr. For Climate Change Law, *Survey of Climate Change Considerations In Federal Environmental Impact Statements, 2012-2014*, at ii, 5, 11 (2016), <http://columbiaclimatelaw.com/files/2016/06/Wentz-et-al.-2016-02-Climate-Change-Considerations-in-Federal-EIS-2012-14.pdf>.

<sup>92</sup> See Comments from the Governor's Office of Planning and Research regarding the White House Council on Environmental Quality's "Revised Draft Guidance on Greenhouse Gases and Climate Change" at 3 (Mar. 24, 2015) A copy of the 5 OPR Comments is attached as Exhibit 2 to this letter. See also California Air Resources Board, Local Government Operations Protocol for Greenhouse Gas Assessments, <https://ww3.arb.ca.gov/cc/protocols/localgov/localgov.htm> (last visited Aug. 23, 2019).

<sup>93</sup> Cal. Natural Resources Agency, *Final Statement of Reasons for Regulatory Action: Amendments to the State CEQA Guidelines Addressing Analysis and Mitigation of Greenhouse Gas Emissions Pursuant to SB 97*, at 21 (Dec. 2009), [http://resources.ca.gov/ceqa/docs/Final\\_Statement\\_of\\_Reasons.pdf](http://resources.ca.gov/ceqa/docs/Final_Statement_of_Reasons.pdf).

<sup>94</sup> 2015 OPR Comments, *supra* note 92, at 4.

action when added to other past, present, and reasonably foreseeable future actions.”<sup>95</sup> A cumulative impact “can result from individually minor but collectively significant actions taking place over a period of time.”<sup>96</sup> The level of analysis required for NEPA’s “hard look” is project-specific, and the analysis must be sufficient to provide a meaningful basis for an agency to compare amongst alternatives and decide whether to undertake the action in question.<sup>97</sup>

Several courts have upheld GHG cumulative impact analyses when they quantify both the project’s GHG emissions and sector-related regional emissions, and have found cumulative impact analyses to be insufficient when they do not.<sup>98</sup> For example, in *WildEarth Guardians v. Zinke*, the United States District Court for the District of Columbia held that the U. S. Department of the Interior, Bureau of Land Management’s (BLM) environmental assessments for oil and gas leasing on federal land were insufficient because BLM failed to quantify the drilling-related GHG emissions from the leased parcels and failed to sufficiently compare them to regional and national emissions.<sup>99</sup> The cumulative impacts analyses were insufficient because they did not provide “data-driven” comparisons of drilling-related GHG emissions resulting from the leases to regional and national GHG emissions.<sup>100</sup> To satisfy NEPA, the court concluded that BLM should have quantified these comparisons and should have stated the cumulative effect of the decision with “reasonable specificity.”<sup>101</sup>

In line with these requirements, the 2016 Guidance urged agencies to take an expansive view of cumulative impacts. It admonished that a “statement that emissions from a proposed Federal action represent only a small fraction of global emissions is essentially a statement about the nature of the climate change challenge, and is not an appropriate basis for deciding whether or to what extent to consider climate change impacts under NEPA.”<sup>102</sup> And “[a]gencies should

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<sup>95</sup> 40 C.F.R. § 1508.7 (2019); *Fritiofson v. Alexander*, 772 F.2d 1225, 1247 (5th Cir. 1985).

<sup>96</sup> 40 C.F.R. § 1508.7.

<sup>97</sup> See *Nat. Res. Defense Council, Inc. v. Hodel*, 865 F.2d 288, 299 (D.C. Cir. 1988) (EIS must analyze the combined effects of the actions in sufficient detail to be “useful to a decisionmaker in deciding whether, or how, to alter the program to lessen cumulative environmental impacts.”).

<sup>98</sup> See, e.g., *Citizens for a Healthy Cmty. v. Bur. of Land Mgmt.*, 49 ELR 20,044 (D. Colo. March 27, 2019) (upholding BLM’s cumulative impact analysis of GHG emissions for master development plan for unit in Colorado basin because BLM looked at statewide emissions levels from coal-fired power plant for comparative assessment, performed regional cumulative impacts analysis of future mineral development in region, and quantified emissions expected from developments on land in question); *San Juan Citizens Alliance*, 326 F. Supp. 3d at 1240-41, 1248 (finding cumulative impacts analysis of GHG emissions from leasing of federal lands insufficient “facile conclusion” because it made qualitative comparison between “very small” increase in GHG emissions from leasing and regional and global emissions); see also *Ctr. for Biological Diversity v. Nat’l Highway Traffic Safety Admin.*, 538 F.3d 1172, 1180, 1216 (9th Cir. 2008); *Coal. for Healthy Ports v. U.S. Coast Guard*, 2015 U.S. Dist. LEXIS 159090 (S.D.N.Y. Nov. 24, 2015) (generally upholding cumulative impacts analysis of bridge project because it included “detailed, quantitative information”).

<sup>99</sup> *WildEarth Guardians*, 368 F. Supp. 3d at 51, 63.

<sup>100</sup> *Id.* at 77.

<sup>101</sup> *Id.*

<sup>102</sup> 2016 Guidance, *supra* note 3, at 11.

not limit themselves to calculating a proposed action's emissions as a percentage of sector, nationwide, or global emissions in deciding whether or to what extent to consider climate change impacts under NEPA."<sup>103</sup> The 2016 Guidance also directed agencies to "discuss relevant approved federal, regional, state, tribal, or local plans, policies, or laws for GHG emissions reductions or climate adaption to make clear whether a proposed project's GHG emissions are consistent with such plans or laws."<sup>104</sup>

The Draft Guidance, by contrast, does not provide clarity on how agencies should perform cumulative impacts analyses for projects that implicate climate change, again inviting agencies to shirk their responsibilities to consider GHG effects. Instead, the Draft Guidance suggests that agencies may meet NEPA's cumulative impact analysis requirement by comparing a project's GHG emissions to local, regional, national, or sector-wide emissions estimates and providing a qualitative summary discussion of the effects of GHG emissions.<sup>105</sup> But this analysis of cumulative impacts would be insufficient for many projects, especially those involving fossil fuel leasing or transportation infrastructure, because NEPA's "hard look" requires a thorough analysis of cumulative GHG emissions and a more specific discussion of impacts and mitigation. The Draft Guidance thus ignores NEPA's requirement to analyze a project's cumulative effects when combined with other past, present, and reasonably foreseeable future federal actions.

As it did in the 2016 Guidance, CEQ should instruct agencies to thoroughly analyze a project's incremental impact on climate change. Specifically, CEQ should revise the Draft Guidance to instruct agencies to quantify cumulative impacts from GHG emissions, to consider a project's consistency with plans and policies to reduce GHG emissions, and to consider mitigation measures for cumulative impacts from GHG emissions.<sup>106</sup>

#### **D. CEQ's Draft Guidance Improperly Supports an Unbalanced Approach to Cost-Benefit Analysis**

CEQ's Draft Guidance also encourages improper assessment of climate costs of federal agency actions. Specifically, CEQ's Draft Guidance directs agencies that they do not need to monetize or quantify climate impacts even if they quantify employment or other socio-economic impacts of a project.<sup>107</sup> As courts have concluded, such a one-sided approach to monetizing project impacts lacks legal or rational support.<sup>108</sup>

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<sup>103</sup> *Id.*

<sup>104</sup> *Id.* at 28-29.

<sup>105</sup> Draft Guidance, *supra* note 1, at 30,098.

<sup>106</sup> See *Sierra Club v. Clinton*, 689 F. Supp. 2d 1123, 1127, 1138-39 (D. Minn. 2010) (upholding cumulative impact analysis for GHG emissions from new 326-mile pipeline to transport crude oil, in part, because it discussed mitigation measures to offset emissions).

<sup>107</sup> Draft Guidance, *supra* note 3, at 30,099.

<sup>108</sup> See *Ctr. for Biological Diversity v. Nat'l Highway Traffic Safety Admin.*, 538 F.3d 1172, 1198 (9th Cir. 2008) (agency "cannot put a thumb on the scale by undervaluing the benefits and overvaluing the costs" in failing to analyze benefits of reducing GHG emissions); *High Country Conservation Advocates v. U.S.*

Although NEPA does not require a federal agency to conduct a cost-benefit analysis,<sup>109</sup> where an agency chooses to quantify the benefits of a proposed action, it must also quantify the costs of that action when a tool is available to do so.<sup>110</sup> For GHG emissions, the “social cost of carbon” provides such a tool. The former federal Interagency Working Group on Social Cost of Greenhouse Gases (“IWG”) developed the social cost of carbon “through an interagency process committed to ensuring that the [social cost of carbon] estimates reflect the best available science and methodologies” for monetizing long-term damage caused by increased carbon dioxide emissions.<sup>111</sup> As CEQ noted in its 2016 Guidance, the social cost of carbon is a useful, available tool during NEPA review for agencies and the public to understand the potential climate impacts of a proposed federal action.<sup>112</sup>

In a reversal from the 2016 Guidance, the Draft Guidance now rejects the social cost of carbon or any other cost metric as a tool for monetizing climate impacts under NEPA.<sup>113</sup> It instructs agencies that they “need not weigh the effects of the various alternatives in NEPA in a monetary cost-benefit analysis using any monetized Social Cost of Carbon estimates.”<sup>114</sup> CEQ then states that “[t]here may be some effects that are more capable of monetization or quantification, such as employment or other socio-economic impacts .... Monetization or quantification of some aspects of an agency’s analysis does not require that all effects, including potential effects of GHG emissions, be quantified.”<sup>115</sup> The message is clear: monetize benefits, such as employment, but do not monetize the climate costs. In other words, the Draft Guidance wrongly directs agencies that they may monetize some aspects of their analysis, such as employment or other socio-economic impacts, without quantifying the costs from climate impacts of the action.<sup>116</sup>

But courts have taken agencies to task for following the one-sided approach CEQ is suggesting here—monetizing the benefits of a project while failing to use the social cost of

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*Forest Serv.*, 52 F. Supp. 3d 1174, 1195 (D. Colo. 2014) (“It is arbitrary to offer detailed projections of a project’s upside while omitting a feasible projection of the project’s costs.”).

<sup>109</sup> 40 C.F.R. § 1502.23.

<sup>110</sup> See *Columbia Basin Land Prot. Ass’n v. Schlesinger*, 643 F.2d 585, 595 (9th Cir. 1981) (NEPA’s “policy of full disclosure applies equally to the economic and technological benefits of a project as to its environmental costs. If full disclosure were applied only to the environmental costs, the purposes of mandating a balancing analysis would be defeated.”); *Mont. Env’tl. Info. Ctr v. U.S. Office of Surface Mining*, 274 F. Supp. 3d 1074, 1095–99 (D. Mont. 2017) (agency arbitrarily failed to consider costs of GHG emissions from coal combustion when agency quantified socioeconomic benefits of coal mining).

<sup>111</sup> 2016 Guidance, *supra* note 3, at 33 n.86; see also Interagency Working Group on Social Cost of Greenhouse Gases, *Technical Support Document: Technical Update of the Social Cost of Carbon for Regulatory Impact Analysis* – Under Executive Order 12866 (Aug. 2016).

<sup>112</sup> 2016 Guidance, *supra* note 3, at 33 n.86 (stating that social cost of carbon “provides a harmonized, interagency metric that can give decision makers and the public useful information for their NEPA review”).

<sup>113</sup> Draft Guidance, *supra* note 1, at 30,098.

<sup>114</sup> *Id.*

<sup>115</sup> *Id.* at 30,099.

<sup>116</sup> *Id.*



carbon tool to monetize the climate costs—because it impairs an agency’s ability to make an informed decision.<sup>117</sup> In *High Country*, for example, the court faulted the U.S. Forest Service for refusing to use social cost of carbon estimates: “[e]ven though NEPA does not require a cost-benefit analysis, it was nonetheless arbitrary and capricious to quantify the *benefits* of the lease modifications and then explain that a similar analysis of the *costs* was impossible when such an analysis was in fact possible [using the social cost of carbon tool].”<sup>118</sup>

Nor can CEQ’s proffered rationale save its unlawful approach. In particular, CEQ dismisses the social cost of carbon on the basis that the IWG developed the tool for evaluation of regulatory actions and not for socio-economic analysis under NEPA.<sup>119</sup> CEQ cannot reasonably dismiss this tool on the basis that it was not created for the precise purpose of aiding NEPA review. Such reasoning is nonsensical: it would allow agencies to dismiss a whole host of reports, tools, and methods—including some of the GHG accounting tools identified on CEQ’s own website—on the basis that they were not created specifically for the NEPA process,<sup>120</sup> in violation of NEPA’s purpose of driving informed decision-making. Indeed, in *High Country*, the court rejected this exact argument, observing that it did not “explain why these agencies believed the protocol was inaccurate or not useful in this instance.”<sup>121</sup> The court recognized that even if the IWG did not design the social cost of carbon specifically for the NEPA process, the tool could still provide useful information for the NEPA decision-making process, particularly where an agency decides to quantify benefits of a project. Further, even if the social cost of carbon were not an appropriate tool for the NEPA process (it is), CEQ does not—because it cannot—explain why agencies could not use a different climate impact metric.

Consistent with NEPA, CEQ should revise the Draft Guidance to recommend a balanced approach that quantifies both the costs—including the social cost of carbon—and the benefits of proposed actions to ensure that federal agencies and the public have all necessary information about the potential environmental consequences of federal actions.<sup>122</sup> In 2016, CEQ stated the social cost of carbon “provides a harmonized, interagency metric that can give decision makers and the public useful information for their NEPA review.”<sup>123</sup> Now, three years later, CEQ appears to have changed its mind, but fails to provide a reasoned basis for this change.<sup>124</sup>

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<sup>117</sup> See *Ctr. for Biological Diversity*, 538 F.3d at 1198; *Columbia Basin Land Prot. Ass’n*, 643 F.2d at 595; *Mont. Env’tl. Info. Ctr.*, 274 F. Supp. 3d at 1095–99.

<sup>118</sup> *High Country Conservation Advocates*, 52 F. Supp. 3d at 1191.

<sup>119</sup> Draft Guidance, *supra* note 1, at 30,099.

<sup>120</sup> See NEPA.GOV, *Greenhouse Gas (GHG) Accounting Tools*, <https://ceq.doe.gov/guidance/ghg-accounting-tools.html>.

<sup>121</sup> 52 F. Supp. 3d at 1192.

<sup>122</sup> 42 U.S.C. § 4331.

<sup>123</sup> 2016 Guidance, *supra* note 3, at 33 n.86.

<sup>124</sup> *Federal Commc’ns Comm’n v. Fox Television Stations*, 556 U.S. 502, 515 (2009) (agency must supply “good reasons” for departing from prior policy).

### **E. CEQ's Draft Guidance Impermissibly Discourages Consideration of Required Mitigation Measures**

The Draft Guidance also conflicts with NEPA by discouraging the mitigation and exploration of reasonable alternatives to reduce climate change impacts. Regarding mitigation, the Draft Guidance flatly concludes: “NEPA does not require agencies to *adopt* mitigation measures.”<sup>125</sup> While it is true that NEPA does not require agencies to *adopt* mitigation measures, courts interpret NEPA’s “hard look” requirement as requiring agencies to evaluate mitigation measures for a project that may impact the environment.<sup>126</sup> The Draft Guidance fails to recognize that, while agencies are not required to adopt mitigation measures, they must include a discussion of “appropriate mitigation measures not already included in the proposed action or alternative” where a proposed action may impact the environment.<sup>127</sup> Instead, CEQ’s Draft Guidance steers federal agencies away from a thorough assessment of mitigation measures for a proposed project that may significantly impact climate change.

NEPA requires federal agencies to consider possible mitigation strategies for a federal action at multiple points throughout the NEPA analysis: in defining the scope of the EIS, in discussing alternatives to the proposed action and consequences of that action, and in explaining its ultimate decision.<sup>128</sup> Courts have held that “mere lists of mitigation measures are insufficient” to satisfy NEPA.<sup>129</sup> Instead, courts look at whether an agency has provided “an assessment of whether the proposed mitigation measures can be effective . . . [and] whether anticipated environmental impacts can be avoided.”<sup>130</sup> As the Supreme Court has explained, omission of a “reasonably complete discussion of possible mitigation measures” undermines the action-forcing purpose of NEPA because it would prevent agencies and the public from fully evaluating the severity of the proposed action.<sup>131</sup>

The Draft Guidance encourages federal agencies to forgo consideration of mitigation measures addressing climate change impacts of the action. The resulting EIS may not present the agency, or the public, with a comprehensive understanding of the project’s overall environmental impacts. If an agency were to ignore mitigation measures to address GHG impacts, it likely would be unable to evaluate fully the impacts of a proposed action or an alternative, and thus would fail to fulfill the purpose of NEPA. By steering agencies away from

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<sup>125</sup> Draft Guidance, *supra* note 1, at 30,098 (emphasis added).

<sup>126</sup> *Neighbors of Cuddy Mountain v. U.S. Forest Service*, 137 F. 3d 1372, 1380 (9th Cir. 1998) (a mere listing of mitigation measures does not supply the reasoned analysis that NEPA requires).

<sup>127</sup> 40 C.F.R. § 1502.14(f) (emphasis added).

<sup>128</sup> *Robertson v. Methow Valley Citizens Council*, 490 U.S. 332, 352 (1989); *see also* 40 C.F.R. §§ 1508.25(b), 1502.14(f), 1502.16(h), 1505.2(c).

<sup>129</sup> *Alaska Survival v. Surface Transp. Bd.*, 705 F.3d 1073, 1088 (9th Cir. 2013).

<sup>130</sup> *S. Fork Band Council of Western Shoshone of Nevada v. U.S. Dept. of Interior*, 588 F.3d 718, 727 (9th Cir. 2009); *High Sierra Hikers Ass’n v. Dept. of Interior*, 848 F. Supp. 2d 1036, 1054 (N.D. Cal. 2012) (“[a]n essential component of a reasonably complete mitigation discussion is an assessment of whether the proposed mitigation measures can be effective”).

<sup>131</sup> *Robertson*, 490 U.S. at 352.

a comprehensive discussion of mitigation measures for a proposed agency action, the Draft Guidance undermines the action-forcing function of NEPA and, consequently, conflicts with the general purpose and requirements of NEPA.

Moreover, the Draft Guidance's suggestion that an agency need not consider potential mitigation measures could undercut the efficacy of an agency's cost-benefit analysis regarding a particular action's GHG emissions. The Ninth Circuit, for instance, overturned an agency's NEPA analysis that failed to consider the monetary benefit of mitigating GHG emissions, stating that the mitigation of those emissions was "the most significant benefit" of the more stringent regulatory alternative to the agency's proposed action.<sup>132</sup>

The Draft Guidance's statement that NEPA does not require adoption of mitigation measures for climate change impacts is ill-advised and improper. Where a proposed project has climate change impacts, a robust analysis of mitigation measures from GHG emissions is required. CEQ should so instruct in any final guidance.

#### **F. CEQ's Draft Guidance Should Direct Agencies to Consider Climate Adaptation and Resiliency**

Increasing resiliency to a changing climate is a critically important challenge for many communities, yet the Draft Guidance does not even mention climate adaptation or resiliency. As discussed above, our States, cities, and localities are already experiencing climate change, and its effects will continue to worsen. To protect residents, infrastructure, and industries, states must adapt to address these impacts. Climate adaptation is a form of risk management that allows governments, utilities, businesses, and individuals to reduce the risk associated with a changing climate.<sup>133</sup> Climate resiliency improves a community's ability to weather the effects of climate change.<sup>134</sup> Because of the monumental costs associated with the effects of climate change, many climate adaptation measures are cost-effective. As the second volume of the Assessment found, "[p]roactive adaptation initiatives—including changes to policies, business operations, capital investments, and other steps—yield benefits in excess of their costs in the near term, as well as over the long term."<sup>135</sup> Since the effects of climate change are not felt evenly across society, proactive adaptation measures ensure that our most vulnerable residents—including low-income

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<sup>132</sup> *Center for Biological Diversity*, 538 F.3d at 1199.

<sup>133</sup> See *Assessment, Volume II*, *supra* note 9, at 1314, available at [https://nca2018.globalchange.gov/downloads/NCA4\\_Ch28\\_Adaptation\\_Full.pdf](https://nca2018.globalchange.gov/downloads/NCA4_Ch28_Adaptation_Full.pdf). The U.S. Climate Resilience Toolkit defines "adaptation" as: "The process of adjusting to new (climate) conditions in order to reduce risks to valued assets." U.S. Climate Resilience Toolkit, Glossary, <https://toolkit.climate.gov/topics/built-environment/social-equity> (last visited July 14, 2019).

<sup>134</sup> The U.S. Climate Resilience Toolkit defines "resilience" as: "The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption." U.S. Climate Resilience Toolkit, Glossary, *supra* note 133.

<sup>135</sup> *Assessment, Volume II*, *supra* note 9, at 1322.

communities and communities of color—avoid bearing the brunt of the effects of climate change.<sup>136</sup>

Consideration of future adaptation and resiliency comports with NEPA’s mandates. As discussed above, NEPA and its implementing regulations require consideration of a changing climate because when preparing an EIS, agencies must describe the affected environment, including by projecting into the future in order to analyze an action’s environmental impacts and compare reasonable alternatives.<sup>137</sup> Because the climate is changing rapidly, the projections into the future (the future environment with the action, without the action, and reasonable alternatives) will often need to factor in the effects of climate change, including the ways a changing climate may alter the action. Accordingly, numerous courts have held that agencies acted arbitrarily and capriciously by failing to consider future conditions when analyzing the action’s environmental impacts.<sup>138</sup>

The 2016 Guidance thus properly included a detailed discussion of how agencies must account for the impacts of climate change during NEPA reviews.<sup>139</sup> The 2016 Guidance directs agencies to consider “the ways in which a changing climate may impact the proposed action and any alternative actions . . . .”<sup>140</sup> Under the 2016 Guidance, agencies should describe the projected future state of the environment (i.e., the no action alternative) based on “authoritative climate change reports” and look at the expected life of the proposed action and its effects.<sup>141</sup> Agencies should consider how climate change makes a resource, ecosystem, or human community susceptible to environmental impacts. As the 2016 Guidance notes, such considerations fall “squarely within the scope of NEPA.”<sup>142</sup> It directs that this analysis should “inform decisions on whether to proceed with, and how to design, the proposed action to

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<sup>136</sup> See U.S. Climate Resilience Toolkit, Social Equity, <https://toolkit.climate.gov/topics/built-environment/social-equity> (last visited July 14, 2019).

<sup>137</sup> 40 C.F.R. § 1502.15 (2019) (defining affected environment as “the environment of the area(s) to be affected or created by the alternatives under consideration”); see Jessica Wentz, *Planning for the Effects of Climate Change on Natural Resources*, 47 ENVTL. L. REV. 10,220, 10,222-23 (2017) (describing how NEPA and regulations require incorporation of climate change into analysis of action’s environmental impacts).

<sup>138</sup> See, e.g., *California ex. Rel. Imperial Country Air Pollution Control Dist. v. U.S. Dep’t of the Interior*, 767 F.3d 781 (9th Cir. 2014) (upholding EIS that analyzed effects of water transfer agreements on Salton Sea in southern California, in part, because it properly incorporated future conditions when establishing “no action” alternative); *American Canoe Ass’n v. White*, 277 F. Supp. 2d 1244 (N.D. Ala. 2003) (cumulative impact analysis for dam project was insufficient because it failed to consider future conditions of project); *AquAlliance v. U.S. Bureau of Reclamation*, 287 F. Supp. 3d 969, 1032 (E.D. Cal. 2018) (NEPA cumulative impact analysis in EIS analyzing water transfer program was insufficient because it failed to incorporate available information about likely change to future conditions due to climate change).

<sup>139</sup> 2016 Guidance, *supra* note 3, at 20-27.

<sup>140</sup> *Id.* at 9.

<sup>141</sup> *Id.* at 20-21.

<sup>142</sup> *Id.* at 21.

eliminate or mitigate impacts . . . .”<sup>143</sup> The 2016 Guidance provides useful direction on how, under NEPA, agencies should address the effects of climate change on the project and its impacts.

In sharp contrast to the 2016 Guidance, and despite the importance of climate adaptation and climate resiliency in project planning and environmental analysis, the Draft Guidance is virtually silent on the subject. In terms of analyzing the effects of a changing climate on the proposed action and the action’s impacts, the Draft Guidance only ambiguously advises that, “[w]hen relevant, agencies should consider whether the proposed action would be affected by foreseeable changes to the affected environment under a reasonable scenario”—again without defining those terms.<sup>144</sup> The States thus urge CEQ to readopt the 2016 Guidance’s discussion of climate impacts to account for adaptation and resiliency efforts.

Moreover, providing guidance directing federal agencies to address climate adaptation and resiliency in NEPA reviews would aid coordination among federal approval and planning processes and, as detailed below, with state and local agencies. CEQ regulations encourage agencies to integrate the NEPA process with other processes at the earliest possible time.<sup>145</sup> CEQ strongly encourages coordination of NEPA review with other federal approvals and planning processes, and with state and local agencies.<sup>146</sup> Since many federal agencies, state agencies, and local partners have laws, regulations, and policies that require them to address climate risk during planning and project development, robust NEPA guidance directing similar considerations will encourage consistency and ease such coordination. For example, U.S. Army Corps of Engineers policy requires it to integrate “climate change preparedness and resilience planning and actions in all activities,” and the National Park Service’s Coastal Adaptation Strategies Handbook provides policy and decision-making guidelines for addressing climate change impacts on vulnerable park resources.<sup>147</sup> The States accordingly request that any final guidance that CEQ issues on consideration of GHG emissions in NEPA reviews robustly addresses climate adaptation and resiliency.

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<sup>143</sup> *Id.*

<sup>144</sup> Draft Guidance, *supra* note 1, at 30,098.

<sup>145</sup> 40 C.F.R. § 1501.2.

<sup>146</sup> See Council on Environmental Quality, *Collaboration in NEPA* (2007), [https://www.energy.gov/sites/prod/files/CEQ\\_Collaboration\\_in\\_NEPA\\_10-2007.pdf](https://www.energy.gov/sites/prod/files/CEQ_Collaboration_in_NEPA_10-2007.pdf); Council on Environmental Quality, *A Citizen’s Guide to the NEPA* (2007), [https://ceq.doe.gov/docs/get-involved/Citizens\\_Guide\\_Dec07.pdf](https://ceq.doe.gov/docs/get-involved/Citizens_Guide_Dec07.pdf) (“permitting and NEPA processes should be integrated or run concurrently in order to have an effective and efficient decision-making process”).

<sup>147</sup> U.S. Army Corps of Engineers, *Adaptation Policy Statement* (2014), <https://cdm16021.contentdm.oclc.org/utis/getfile/collection/p266001coll1/id/5255>; National Park Service, *Coastal Adaptation Handbook* (2016), [https://www.nps.gov/subjects/climatechange/upload/CASH\\_FINAL\\_Document\\_111016.pdf](https://www.nps.gov/subjects/climatechange/upload/CASH_FINAL_Document_111016.pdf).



## V. CEQ'S DRAFT GUIDANCE SHOULD ENSURE CONSISTENCY BETWEEN NEPA AND STATE ENVIRONMENTAL ANALYSES

The States have a wealth of experience implementing state environmental review statutes and ensuring coordination between NEPA and its state analogues. In developing the Draft Guidance, CEQ should consider ways to ensure that this coordination is as streamlined and smooth as possible. Moreover, CEQ should look to our States for guidance on quantification of GHG emissions and assessment of climate impacts.

First, coordination between state and federal environmental reviews is a critical component of planning for major projects. CEQ should revise the Draft Guidance to encourage agencies to coordinate analysis under NEPA with state environmental reviews that require analysis and mitigation of climate change impacts, such as the California Environmental Quality Act. NEPA coordination with state environmental review laws would thus be improved by robust guidance encouraging federal agencies to likewise incorporate climate resiliency and adaptation in NEPA review. Federal and state environmental review processes can be coordinated for projects requiring both federal and state action.<sup>148</sup> The regulations implementing New York State's environmental review law require an environmental impact statement to identify and discuss measures to avoid or reduce both an action's impacts on climate change and associated impacts due to the effects of climate change such as sea level rise and flooding.<sup>149</sup> The Washington State Department of Transportation ("WSDOT") requires all WSDOT projects subject to NEPA and state environmental review to follow its *Guidance - Project-Level Greenhouse Gas Evaluations under NEPA and SEPA* and directs projects to consider climate change impacts and ways to improve the resilience of transportation assets.<sup>150</sup> Given these requirements, NEPA and state-level analysis can best be coordinated if NEPA reviews also address these important considerations.

Second, CEQ should look to states for guidance on quantitative GHG and climate change analyses under NEPA. As discussed in Section IV.B above, California agencies have been quantifying GHG emissions and assessing climate change impacts associated with projects since at least 2006. As noted in California's 2015 OPR Comments submitted regarding the previous CEQ draft GHG guidance, emissions from many projects are easily quantified using existing

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<sup>148</sup> See, e.g., 6 N.Y.C.R.R. § 617.15 (as long as NEPA EIS is sufficient for findings required, state and local agencies may rely on NEPA EIS to meet their requirements under New York State environmental review); Mass. Gen. Laws. c. 30, § 62G (allowing submission of NEPA EIS in lieu of state environmental impact report); 301 Code Mass. Regs. § 11.09(c) (authorizing special review procedures including coordination with other permitting agencies and consolidation of federal and state review processes).

<sup>149</sup> 6 N.Y.C.R.R. § 617.9(b)(5)(iii)(i).

<sup>150</sup> Washington State Dep't of Transportation, *WSDOT Guidance - Project-Level Greenhouse Gas Evaluations under NEPA and SEPA* (2018); *WSDOT, Guidance for NEPA and SEPA Project-Level Climate Change Evaluations* (Jan. 2017 update), <https://www.wsdot.wa.gov/environment/technical/disciplines/air-quality-noise-energy/addressing-climate-change> & <https://www.wsdot.wa.gov/sites/default/files/2019/02/08/ENV-ANE-GHGGuidance.pdf>.

tools. OPR noted that “quantification of GHG emissions is possible for a wide range of projects using currently available tools.”<sup>151</sup> This is not unique to California; such tools are widely available to the federal government, in connection with federal projects, as well. Indeed, the available tools have improved, and their use has become widespread.<sup>152</sup>

States also provide useful guideposts in considering climate impacts generally. For example, Massachusetts law requires that for all administrative approvals and decisions, the agency, department, board, commission, or authority “consider reasonably foreseeable climate change impacts, including additional GHG emissions, and effects, such as predicted sea level rise.”<sup>153</sup> In New York, state law requires consideration of future physical climate risk due to sea level rise, storm surge and flooding for a number of specified permitting and funding decisions.<sup>154</sup> California’s Sea Level Rise guidance provides methodology for state and local governments to analyze and assess the risks associated with sea level rise, and to incorporate sea level rise into their planning, permitting, and investment decisions.<sup>155</sup>

## **VI. CEQ SHOULD WITHDRAW THE DRAFT GUIDANCE AND ADOPT AN UPDATED VERSION OF THE 2016 GUIDANCE**

For the reasons articulated above, CEQ’s Draft Guidance inadequately advises federal agencies on the assessment of GHG emissions and the climate change impacts of projects during NEPA review. The Draft Guidance avoids addressing climate change and its impacts, fails to clarify the proper analysis of indirect climate change effects, confuses and weakens GHG quantification requirements, minimizes the consideration of cumulative impacts and other components of a proper NEPA analysis, improperly supports an unbalanced approach to cost-benefit analysis, discourages consideration of mitigation and alternatives to reduce climate impacts, and fails even to mention consideration of measures to improve climate adaptation and resiliency. The result is a document that conflicts with the statutory requirements of NEPA and does not further NEPA’s purposes of promoting informed decision-making and identifying environmental impacts. Instead, the Draft Guidance largely identifies opportunities for—and indeed appears to encourage—agencies to avoid adequately assessing GHG emissions and climate impacts of proposed projects.

Rather than pursue this inadequate and unlawful approach to analyzing GHG emissions and climate impacts, CEQ should withdraw its Draft Guidance. The States urge CEQ instead to

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<sup>151</sup> Cal. Natural Resources Agency, *Final Statement of Reasons for Regulatory Action: Amendments to the State CEQA Guidelines Addressing Analysis and Mitigation of Greenhouse Gas Emissions Pursuant to SB97*, at 21 (Dec. 2009).

<sup>152</sup> 2015 OPR Comments, *supra* note 92, at 4.

<sup>153</sup> State of Massachusetts, 2012: Mass. Gen. Laws c. 30, § 61.

<sup>154</sup> See New York State Department of Environmental Conservation, Community Risk and Resiliency Act (CRRRA) Provisions, <https://www.dec.ny.gov/energy/104113.html> (last visited July 15, 2019).

<sup>155</sup> Cal. Natural Resources Agency, *State of California Sea Level Rise Guidance* (2018), [http://www.opc.ca.gov/webmaster/ftp/pdf/agenda\\_items/20180314/Item3\\_Exhibit-A\\_OPC\\_SLR\\_Guidance-rd3.pdf](http://www.opc.ca.gov/webmaster/ftp/pdf/agenda_items/20180314/Item3_Exhibit-A_OPC_SLR_Guidance-rd3.pdf).

adopt an updated version of the 2016 Guidance that fully complies with NEPA and current caselaw and acknowledges and reflects the uniquely catastrophic threat of climate change. The 2016 Guidance reflects years of analysis as well as thoughtful recommendations offered by numerous stakeholders, and relies on longstanding NEPA principles.<sup>156</sup> Ensuring robust analysis of greenhouse gas emissions and climate impacts of federal projects is essential for informing decisionmakers and the public of the potential environmental impacts. NEPA demands this transparent and comprehensive process.

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<sup>156</sup> 2016 Guidance, *supra* note 3, at 2 & n.4.



If we can provide additional information that would be helpful in considering these comments, or if you wish to discuss with us any issue raised above, please do not hesitate to contact the undersigned.

Respectfully submitted,

Dated: August 26, 2019

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**MINNESOTA**  
ENVIRONMENTAL QUALITY BOARD

**Date:** January 22, 2020

**To:** Environmental Review Implementation Subcommittee

**From:** Environmental Review Climate Technical Team

**RE:** Recommended strategies for incorporating Information related to climate change into Minnesota's Environmental Review Program

In response to Executive Order 19-37 and support of the Fiscal Year 2020-2021 Environmental Quality Board (EQB) Workplan, the Environmental Review Implementation Subcommittee (ERIS) convened an Environmental Review Climate Technical Team to advise them on Environmental Review (ER) Program changes. These changes should be designed to address broad sector concerns that environmental review documents do not consistently provide sufficient climate change-related information. There is general agreement that including climate information in environmental documents is necessary to inform decision-making on proposed projects that may have the potential for significant environmental effects related to climate change.

In this context, consistency is interpreted to mean that all project reviews include relevant climate change information, and sufficient assessment of the climate change information to guide project design and approval decisions. All ER Climate Technical Team recommendations consider continued flexibility for Responsible Governmental Unit's (RGU) discretion to make reasonable case-by-case decisions, based on available information and the nature and location of the proposed project.

The ER Climate Technical Team membership includes technical and program staff from EQB-member agencies: Agriculture, Commerce, Health, Natural Resources, Pollution Control Agency and Transportation as well as staff from the Metropolitan Council. Following are the procedural tasks the ER Climate Technical Team used to ensure robust consideration of all elements of the ER Program:

- Define elements of an effective climate change assessment; reviewing how other State and Federal Environmental Review Programs are responding to climate impact assessment needs
- Create draft strategies for identifying what ER Program changes are needed:
  1. Identification of climate change information and assessment requirements
  2. Decision-making on potential climate change-related effects
  3. Assessing when review is mandatory
- Develop recommendations for ER Program changes that ERIS members may consider in their recommendations to the full Board for approval. ERIS members may choose an incremental or sequential approach in deciding how the ER Climate Technical Team should proceed.

This approach ensures that ERIS members, members of the public, technical experts, project proposers and government decision-makers have the chance to contribute their ideas early in the design phase, on what ER Program changes are needed. After ERIS members affirm the proposed draft strategies, ER Climate Technical Team members will proceed with developing proposed action steps for implementing each of the strategies.

### Elements of an effective climate change assessment

ER Climate Technical Team members propose the following elements, or guiding principles, for consideration and context when evaluating the proposed draft strategies.

- The level of effort should be proportional to the proposed project's potential level of impact to/from climate change
- Environmental documents provide usable climate change information
- Government agencies, members of the public and project proposers have access to trusted sources of climate change-related data and information
- Environmental documents should include appropriate analyses for:
  - Greenhouse gas (GHG) emissions quantification
  - a discussion of mitigation, adaptation and resiliency planning
- The required information supports technically and legally defensible decisions

## Draft Strategies

### 1. Identification of climate change information and assessment requirements

Current rules are sufficiently flexible to allow for additional climate-related information. However, changes to the standard EAW form will require Board Chair approval and changes to any alternative EAW forms will require full Board approval.

#### **Strategies for identification of climate change information and assessment requirements**

- A. Include an inventory of project GHG emission sources and define when it is appropriate to include this information
- B. Require a GHG emissions quantification and define when it is appropriate to include this information
- C. Define the timeframe for calculating GHG emissions (e.g. annual emissions, lifetime emissions)
- D. Define the scope of GHG emissions to include (e.g. direct, indirect emissions, life cycle)
- E. Require a discussion and quantification of GHG emissions reductions from any proposed mitigation, and define when it is appropriate to include this information
- F. Create a *de minimis* GHG emission threshold, below which no GHG emissions quantification would be required
- G. Require a discussion of how climate change impacts to a proposed project may create environmental impacts
- H. Require a discussion of how the proposed project may worsen problems already accentuated by climate change (e.g. with the addition of impervious surface)
- I. Require a discussion of how the proposed project will be modified to address the above considerations



## **2. Decision criteria for assessing potential climate effects**

Minnesota Rules chapter 4410.1700 specify criteria that must be considered/applied by an RGU in deciding whether a project has the potential for significant environmental effects; resulting in the decision for whether to require an EAW (as a result of a petition) or an EIS (as a result of an EAW). In summary, the criteria include:

- Type, extent, and reversibility of environmental effects
- Cumulative potential effects
- The extent to which the environmental effects are subject to mitigation
- The extent that environmental effects can be anticipated and controlled

An RGU has discretion when considering these criteria because the potential for significance can vary based on the nature and location of a proposed project. When developed, these criteria did not anticipate the nature of potential environmental effects from climate change. Also, there is currently an absence of regulatory guidance for analyzing GHG emission impacts. Changes to Minnesota Rules chapter 4410.1700 will require Board approval and compliance with the procedures in the Minnesota Administrative Procedures Act.

### **Strategies for decision criteria for assessing potential climate effects**

- A. Create guidance for applying existing criteria to assessing the potential for significant climate change effects
- B. Create guidance for how mitigation practices may be considered for assessing the potential for significant climate change effects
- C. Define the scale for assessing the potential for significant climate change effects (e.g. local, national or global)
- D. Create alternative or additional criteria that could be used for assessing the potential for significant climate change effects

## **3. When review is mandatory**

Minnesota Rules chapter 4410 require categories of types of projects to undergo a systematic ER process. These categories of project types are referred to as mandatory EAW categories and mandatory Environmental Impact Statement (EIS) categories. Each mandatory EAW and EIS category has an applicable threshold for determining when environmental review is required. The following strategies presume that GHG emissions will be used as the indicator and/or basis for evaluation, review and consideration of any proposed changes. Changes to Minnesota Rules chapter 4410.4300 and 4410.4400 will require Board approval, and compliance with the procedures in the Minnesota Administrative Procedures Act.

### **Strategies for assessing when review is mandatory**

- A. Review existing mandatory EAW and EIS categories to identify if all emission sources that are included in the Minnesota Pollution Control Agency greenhouse gas emissions inventory reporting are also included in existing mandatory categories
- B. Evaluate existing EAW and EIS mandatory categories to determine if they should be modified or unchanged
- C. Evaluate existing EAW and EIS mandatory categories to determine if new categories of project types and thresholds for review are needed

## Glossary of Terms, as they apply to the Minnesota Environmental Review Program

### **Strategy**

A strategy is a way of describing how the ER Climate Technical Team identified what ER Program changes are needed to ensure compliance with ER Program objectives.

### **Action-steps**

Specific actions to be taken; using the strategies that are affirmed by the Environmental Review Implementation Subcommittee. The action-steps may include updating guidance, proposed language changes to include on the EAW form and/or recommendations for language changes to Minnesota Rules chapter 4410.

### **Climate change**

"Climate change refers to a change in the state of the climate that can be identified (e.g., by using statistical tests) by changes in the mean and/or the variability of its properties and that persists for an extended period, typically decades or longer. Climate change may be due to natural internal processes or external forcings such as modulations of the solar cycles, volcanic eruptions and persistent anthropogenic changes in the composition of the atmosphere or in land use."

<https://www.ipcc.ch/sr15/chapter/glossary/> (The Intergovernmental Panel on Climate Change (IPCC) is the United Nations body for assessing the science related to climate change.)

### **Greenhouse gases**

"Greenhouse gases are those gaseous constituents of the atmosphere, both natural and anthropogenic, that absorb and emit radiation at specific wavelengths within the spectrum of terrestrial radiation emitted by the Earth's surface, the atmosphere itself and by clouds. This property causes the greenhouse effect.

Water vapour (H<sub>2</sub>O), carbon dioxide (CO<sub>2</sub>), nitrous oxide (N<sub>2</sub>O), methane (CH<sub>4</sub>) and ozone (O<sub>3</sub>) are the primary GHGs in the Earth's atmosphere. Moreover, there are a number of entirely human-made GHGs in the atmosphere, such as the halocarbons and other chlorine- and bromine-containing substances, dealt with under the Montreal Protocol. Beside CO<sub>2</sub>, N<sub>2</sub>O and CH<sub>4</sub>, the Kyoto Protocol deals with the GHGs sulphur hexafluoride (SF<sub>6</sub>), hydrofluorocarbons (HFCs) and perfluorocarbons (PFCs). See also Carbon dioxide (CO<sub>2</sub>), Methane (CH<sub>4</sub>), Nitrous oxide (N<sub>2</sub>O) and Ozone (O<sub>3</sub>)."

<https://www.ipcc.ch/sr15/chapter/glossary/>

### **Mitigation**

**Minnesota Rule chapter 4410.0200 Subpart 51.** Mitigation means:

- A. avoiding impacts altogether by not undertaking a certain project or parts of a project;
- B. minimizing impacts by limiting the degree of magnitude of a project;
- C. rectifying impacts by repairing, rehabilitating, or restoring the affected environment;
- D. reducing or eliminating impacts over time by preservation and maintenance operations during the life of the project;
- E. compensating for impacts by replacing or providing substitute resources or environments; or
- F. reducing or avoiding impacts by implementation of pollution prevention measures.

**Environmental Effects**

"Environmental Effects means an appreciable and significant impact, whether immediate or delayed on any component of the environment." **1974 Statement of Need and Reasonableness for Minnesota Rules Chapter 4410.**

**Significant** (this definition is no longer included in MR 4410, but is now reflected in the criteria described in Minnesota Rules chapter 4410.1700)

"Significant" means a substantial impact. Significance shall be determined according to the magnitude of an effect and its probability of occurring. Small effects may have a cumulative effect that is significant. Irreversibility, effect on man, degree of change, duration of impact, and scope and stability of affected ecosystems are factors that are relevant in determining significance." **1974 Statement of Need and reasonableness for Minnesota Rules Chapter 4410.**

**Adaptation**

"In human systems, the process of adjustment to actual or expected climate and its effects, in order to moderate harm or exploit beneficial opportunities. In natural systems, the process of adjustment to actual climate and its effects; human intervention may facilitate adjustment to expected climate and its effects." <https://www.ipcc.ch/sr15/chapter/glossary/>

**Resilience**

"The capacity of social, economic and environmental systems to cope with a hazardous event or trend or disturbance, responding or reorganizing in ways that maintain their essential function, identity and structure while also maintaining the capacity for adaptation, learning and transformation. This definition builds from the definition used by Arctic Council (2013)" <https://www.ipcc.ch/sr15/chapter/glossary/>

**Minnesota Pollution Control Agency greenhouse gas emissions inventory reporting**

"Under Minnesota statute (Minn. Stat. § 216H.07, subd. 3), the Minnesota Pollution Control Agency (MPCA) is obligated to report on statewide progress toward the greenhouse gas (GHG) reduction goals enumerated in the Next Generation Energy Act (Minn. Stat. § 216H.02)." <https://www.pca.state.mn.us/sites/default/files/p-gen4-08.pdf>

**Direct GHG emissions**

Direct emissions, also known as Scope 1 GHG emissions, are from GHG emission sources that are owned or controlled by the project proposer. These typically include on-site fossil fuel combustion and fleet fuel consumption.

**Indirect GHG emission**

Indirect emissions, also known as Scope 2 GHG emissions, are from sources that are owned or controlled by the Agency. These typically include emissions that result from the generation of electricity, heat or steam purchased by the project proposer from a utility provider.

**De minimis**

The GHG emissions threshold that will be used to determine whether that mandatory category of projects may have the potential for significant climate effects.



# MINNESOTA

## ENVIRONMENTAL QUALITY BOARD

Thank you to everyone that attended Environmental Review and Climate Listening Session held on December 18, 2019. The following are notes taken during the Listening Session. These comments were shared with Environmental Quality Board members and the Environmental Review Climate Technical Team, for consideration as they work to identify needed changes to the Minnesota Environmental Review Program.

Recording from the Listening Session: <https://www.eqb.state.mn.us/content/environmental-review-implementation-subcommittee-eris#>

- 
- Concerned about whether there is an understanding among agencies on the urgency of the climate change issue:
    - Failing as a state to protect our citizens and the environment.
    - We may not understand the urgency until it is too late.
    - Cannot afford to spend a couple years in rulemaking. We are looking at our very survival.
    - Climate activists are forced to last resort actions because of inaction by government.
    - Minnesota is a progressive leading state.
  - Deeply concerned about the impacts (health and environmental) of climate change. Health implications of climate change:
    - Severe storms and floods
    - Vector-borne and waterborne illnesses
    - Fires - health impacts
    - Higher temps - heat related illnesses
    - More intense heat waves
    - Longer pollen seasons - allergies
  - Recommendations:
    - Primary goals of all state agencies: Urgent reduction of climate GHGs
    - All projects should have neutral plan
    - ER review of projects need to include human health
    - Upstream and downstream analysis of methane emissions for every project
    - Carbon sequestration considered in projects, and programs started
  - Different topics to be considered under ER:
    - Climate change
    - Environmental justice
    - Ecosystem services
    - Health impact assessment
    - Looking hard at the no-action alternative
    - Difficulty of looking at cumulative impacts under ER

- Making progress in the power sector, but need to make progress on the transportation sector
- Need to be assessing the whole carbon cycle: can a project be done that is carbon neutral or very close? If a project can't offset its carbon, maybe we need to say no.
- Consider environmental costs in relation to ecosystem services
- Environmental Justice (EJ) considerations: hazardous projects are sited closer to EJ areas of concern. We need to find a different way to assess siting. Sharing equally in the risks of projects.
- State fearful to take on large corporate interests
- Minnesota environmental regulators must consider the indirect effects of their actions
  - Indirect effects of actions are generally in the purview of regulating entities
  - Climate change is a slow moving background and indirect cause of many actions, which effects accumulate over a long period
  - Regulators are morally responsible to consider climate change
- Consider the idea of objective peer review in the ER process (collaborative). Utilize professionals to review and add to Environmental Review documents/study.

Any project should take into account the complete lifecycle greenhouse gas emissions (direct and indirect). Something needs to be built into the Environmental Review process to quantify "significant". Consider an independent reviewer process (like the objective peer-review one for science literature).

- Citizens would like monthly conversations not something quarterly. Today is not enough time. Environmental Quality Board/Attorney General tolerate failure of Department of natural Resources to ignore undeniable cumulative effects of forest to field conversions.
- How can state agencies call for greenhouse gas emissions reductions, pollinator habitat, etc. while allowing carbon-sequestering forests to be converted (Pineland Sands) over many years?
- The process moves too slowly to make a meaningful difference

Agriculture is part of the solution. Cows in Minnesota will have lower climate impact than cows in other parts of the world based on productivity. We don't need to be adversarial as we approach solutions. Crops associated with livestock tend to be good for the environment (clover, alfalfa).

Environmental Quality Board has legal authority to include greenhouse gas assessments in all Environmental Review

- Rigorous greenhouse gas emissions assessment estimate is needed for every project
- Environmental Assessment Worksheet must include greenhouse gas mitigation measures for any project
- Environmental Assessment Worksheet must identify feasible and prudent alternatives -- don't need to do rulemaking, through Board action to forms, etc.
- Studying greenhouse gas emissions will help incentivize (creative, sustainable) actions on projects.
- Under the Minnesota Environmental Policy Act, public has a duty to inform Environmental Review. Enforce and embolden the Environmental Review process. More Environmental Impact Statements needed. Environmental Quality Board needs to push back on government decision makers and require more Environmental Impact Statements. Reconsider the rules/mandatory

categories through a “youth” perspective (is this strong enough to ensure a sustainable planet.) Consider short-term solutions to address problems (black soot). Feasible and prudent alternatives.

- The Environmental Quality Board should be saying aloud that we are at tipping points; there is urgency.
- Need a legislative bill with findings on climate change that could be cited.
- Looking for people to take bold action (“stick your heart and neck out”).

Amend Environmental Assessment Guidelines through Executive Order to include a discussion of mitigation of climate/greenhouse gas impacts and a listing of feasible/prudent alternatives.

Minnesota has not made great strides. No need to create another plan that is stuck on a shelf with no implementation (referring to Governor’s Climate Change Panel). They will not operate fast enough.





EXECUTIVE OFFICE OF THE PRESIDENT  
COUNCIL ON ENVIRONMENTAL QUALITY  
WASHINGTON, D.C. 20503

August 1, 2016

MEMORANDUM FOR HEADS OF FEDERAL DEPARTMENTS AND AGENCIES

FROM:

 CHRISTINA GOLDFUSS  
COUNCIL ON ENVIRONMENTAL QUALITY

SUBJECT:

Final Guidance for Federal Departments and Agencies on  
Consideration of Greenhouse Gas Emissions and the Effects of  
Climate Change in National Environmental Policy Act Reviews

I. INTRODUCTION

The Council on Environmental Quality (CEQ) issues this guidance to assist Federal agencies in their consideration of the effects of greenhouse gas (GHG) emissions<sup>1</sup> and climate change when evaluating proposed Federal actions in accordance with the National Environmental Policy Act (NEPA) and the CEQ Regulations Implementing the Procedural Provisions of NEPA (CEQ Regulations).<sup>2</sup> This guidance will facilitate compliance with existing NEPA requirements, thereby improving the efficiency and consistency of reviews of proposed Federal actions for agencies, decision makers, project proponents, and the public.<sup>3</sup> The guidance provides Federal agencies a common

<sup>1</sup> For purposes of this guidance, CEQ defines GHGs in accordance with Section 19(m) of Exec. Order No. 13693, Planning for Federal Sustainability in the Next Decade, 80 Fed. Reg. 15869, 15882 (Mar. 25, 2015) (carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, nitrogen trifluoride, and sulfur hexafluoride). Also for purposes of this guidance, “emissions” includes release of stored GHGs as a result of land management activities affecting terrestrial GHG pools such as, but not limited to, carbon stocks in forests and soils, as well as actions that affect the future changes in carbon stocks. The common unit of measurement for GHGs is metric tons of CO<sub>2</sub> equivalent (mt CO<sub>2</sub>-e).

<sup>2</sup> See 42 U.S.C. 4321 et seq.; 40 CFR Parts 1500–1508.

<sup>3</sup> This guidance is not a rule or regulation, and the recommendations it contains may not apply to a particular situation based upon the individual facts and circumstances. This guidance does not change or substitute for any law, regulation, or other legally binding

approach for assessing their proposed actions, while recognizing each agency's unique circumstances and authorities.<sup>4</sup>

Climate change is a fundamental environmental issue, and its effects fall squarely within NEPA's purview.<sup>5</sup> Climate change is a particularly complex challenge given its global nature and the inherent interrelationships among its sources, causation, mechanisms of action, and impacts. Analyzing a proposed action's GHG emissions and the effects of climate change relevant to a proposed action—particularly how climate change may change an action's environmental effects—can provide useful information to decision makers and the public.

CEQ is issuing the guidance to provide for greater clarity and more consistency in how agencies address climate change in the environmental impact assessment process. This guidance uses longstanding NEPA principles because such an analysis should be similar to the analysis of other environmental impacts under NEPA. The guidance is intended to assist agencies in disclosing and considering the reasonably foreseeable effects of proposed actions that are relevant to their decision-making processes. It confirms that agencies should provide the public and decision makers with explanations of the basis for agency determinations.

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requirement, and is not legally enforceable. The use of non-mandatory language such as “guidance,” “recommend,” “may,” “should,” and “can,” is intended to describe CEQ policies and recommendations. The use of mandatory terminology such as “must” and “required” is intended to describe controlling requirements under the terms of NEPA and the CEQ regulations, but this document does not affect legally binding requirements.

<sup>4</sup> This guidance also addresses recommendations offered by a number of stakeholders. See President's State, Local, and Tribal Leaders Task Force on Climate Preparedness and Resilience, *Recommendations to the President* (November 2014), p. 20 (recommendation 2.7), available at [www.whitehouse.gov/sites/default/files/docs/task\\_force\\_report\\_0.pdf](http://www.whitehouse.gov/sites/default/files/docs/task_force_report_0.pdf); U.S. Government Accountability Office, *Future Federal Adaptation Efforts Could Better Support Local Infrastructure Decision Makers*, (Apr. 2013), available at <http://www.gao.gov/assets/660/653741.pdf>. Public comments on drafts of this guidance document are available at <http://www.whitehouse.gov/administration/eop/ceq/initiatives/nepa/comments>.

<sup>5</sup> NEPA recognizes “the profound impact of man's activity on the interrelations of all components of the natural environment.” (42 U.S.C. 4331(a)). It was enacted to, *inter alia*, “promote efforts which will prevent or eliminate damage to the environment and biosphere and stimulate the health and welfare of man.” (42 U.S.C. 4321).



Focused and effective consideration of climate change in NEPA reviews<sup>6</sup> will allow agencies to improve the quality of their decisions. Identifying important interactions between a changing climate and the environmental impacts from a proposed action can help Federal agencies and other decision makers identify practicable opportunities to reduce GHG emissions, improve environmental outcomes, and contribute to safeguarding communities and their infrastructure against the effects of extreme weather events and other climate-related impacts.

Agencies implement NEPA through one of three levels of NEPA analysis: a Categorical Exclusion (CE); an Environmental Assessment (EA); or an Environmental Impact Statement (EIS). This guidance is intended to help Federal agencies ensure their analysis of potential GHG emissions and effects of climate change in an EA or EIS is commensurate with the extent of the effects of the proposed action.<sup>7</sup> Agencies have discretion in how they tailor their individual NEPA reviews to accommodate the approach outlined in this guidance, consistent with the CEQ Regulations and their respective implementing procedures and policies.<sup>8</sup> CEQ does not expect that implementation of this guidance will require agencies to develop new NEPA implementing procedures. However, CEQ recommends that agencies review their NEPA procedures and propose any updates they deem necessary or appropriate to facilitate their consideration of GHG emissions and climate change.<sup>9</sup> CEQ will review agency

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<sup>6</sup> The term “NEPA review” is used to include the analysis, process, and documentation required under NEPA. While this document focuses on NEPA reviews, agencies are encouraged to analyze GHG emissions and climate-resilient design issues early in the planning and development of proposed actions and projects under their substantive authorities.

<sup>7</sup> See 40 CFR 1502.2(b) (Impacts shall be discussed in proportion to their significance); 40 CFR 1502.15 (Data and analyses in a statement shall be commensurate with the importance of the impact...).

<sup>8</sup> See 40 CFR 1502.24 (Methodology and scientific accuracy).

<sup>9</sup> See 40 CFR 1507.3. Agency NEPA implementing procedures can be, but are not required to be, in the form of regulation. Section 1507.3 encourages agencies to publish explanatory guidance, and agencies also should consider whether any updates to explanatory guidance are necessary. Agencies should review their policies and implementing procedures and revise them as necessary to ensure full compliance with NEPA.

proposals for revising their NEPA procedures, including any revision of CEs, in light of this guidance.

As discussed in this guidance, when addressing climate change agencies should consider: (1) The potential effects of a proposed action on climate change as indicated by assessing GHG emissions (e.g., to include, where applicable, carbon sequestration);<sup>10</sup> and, (2) The effects of climate change on a proposed action and its environmental impacts.

This guidance explains the application of NEPA principles and practices to the analysis of GHG emissions and climate change, and

- Recommends that agencies quantify a proposed agency action's projected direct and indirect GHG emissions, taking into account available data and GHG quantification tools that are suitable for the proposed agency action;
- Recommends that agencies use projected GHG emissions (to include, where applicable, carbon sequestration implications associated with the proposed agency action) as a proxy for assessing potential climate change effects when preparing a NEPA analysis for a proposed agency action;
- Recommends that where agencies do not quantify a proposed agency action's projected GHG emissions because tools, methodologies, or data inputs are not reasonably available to support calculations for a quantitative analysis, agencies include a qualitative analysis in the NEPA document and explain the basis for determining that quantification is not reasonably available;

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<sup>10</sup> Carbon sequestration is the long-term carbon storage in plants, soils, geologic formations, and oceans.

- Discusses methods to appropriately analyze reasonably foreseeable direct, indirect, and cumulative GHG emissions and climate effects;
- Guides the consideration of reasonable alternatives and recommends agencies consider the short- and long-term effects and benefits in the alternatives and mitigation analysis;
- Advises agencies to use available information when assessing the potential future state of the affected environment in a NEPA analysis, instead of undertaking new research, and provides examples of existing sources of scientific information;
- Counsels agencies to use the information developed during the NEPA review to consider alternatives that would make the actions and affected communities more resilient to the effects of a changing climate;
- Outlines special considerations for agencies analyzing biogenic carbon dioxide sources and carbon stocks associated with land and resource management actions under NEPA;
- Recommends that agencies select the appropriate level of NEPA review to assess the broad-scale effects of GHG emissions and climate change, either to inform programmatic (e.g., landscape-scale) decisions, or at both the programmatic and tiered project- or site-specific level, and to set forth a reasoned explanation for the agency's approach; and
- Counsels agencies that the "rule of reason" inherent in NEPA and the CEQ Regulations allows agencies to determine, based on their expertise and

experience, how to consider an environmental effect and prepare an analysis based on the available information.

## II. BACKGROUND

### A. NEPA

NEPA is designed to promote consideration of potential effects on the human environment<sup>11</sup> that would result from proposed Federal agency actions, and to provide the public and decision makers with useful information regarding reasonable alternatives<sup>12</sup> and mitigation measures to improve the environmental outcomes of Federal agency actions. NEPA ensures that the environmental effects of proposed actions are taken into account before decisions are made and informs the public of significant environmental effects of proposed Federal agency actions, promoting transparency and accountability concerning Federal actions that may significantly affect the quality of the human environment. NEPA reviews should identify measures to avoid, minimize, or mitigate adverse effects of Federal agency actions. Better analysis and decisions are the ultimate goal of the NEPA process.<sup>13</sup>

Inherent in NEPA and the CEQ Regulations is a “rule of reason” that allows agencies to determine, based on their expertise and experience, how to consider an environmental effect and prepare an analysis based on the available information. The usefulness of that information to the decision-making process and the public, and the

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<sup>11</sup> 40 CFR 1508.14 (“‘Human environment’ shall be interpreted comprehensively to include the natural and physical environment and the relationship of people with that environment.”).

<sup>12</sup> 40 CFR 1508.25(b) (“Alternatives, which include: (1) No action alternative. (2) Other reasonable courses of actions. (3) Mitigation measures (not in the proposed action).”).

<sup>13</sup> 40 CFR 1500.1(c) (“Ultimately, of course, it is not better documents but better decisions that count. NEPA’s purpose is not to generate paperwork—even excellent paperwork—but to foster excellent action. The NEPA process is intended to help public officials make decisions that are based on understanding of environmental consequences, and take actions that protect, restore, and enhance the environment.”).

extent of the anticipated environmental consequences are important factors to consider when applying that “rule of reason.”

## B. Climate Change

Climate change science continues to expand and refine our understanding of the impacts of anthropogenic GHG emissions. CEQ’s first Annual Report in 1970 referenced climate change, indicating that “[m]an may be changing his weather.”<sup>14</sup> At that time, the mean level of atmospheric carbon dioxide (CO<sub>2</sub>) had been measured as increasing to 325 parts per million (ppm) from an average of 280 ppm pre-Industrial levels.<sup>15</sup> Since 1970, the concentration of atmospheric carbon dioxide has increased to approximately 400 ppm (2015 globally averaged value).<sup>16</sup> Since the publication of CEQ’s first Annual Report, it has been determined that human activities have caused the carbon dioxide content of the atmosphere of our planet to increase to its highest level in at least 800,000 years.<sup>17</sup>

It is now well established that rising global atmospheric GHG emission concentrations are significantly affecting the Earth’s climate. These conclusions are built upon a scientific record that has been created with substantial contributions from the

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<sup>14</sup> See CEQ, *Environmental Quality The First Annual Report*, p. 93 (August 1970); available at [https://ceq.doe.gov/ceq\\_reports/annual\\_environmental\\_quality\\_reports.html](https://ceq.doe.gov/ceq_reports/annual_environmental_quality_reports.html).

<sup>15</sup> See USGCRP, *Climate Change Impacts in the United States The Third National Climate Assessment* (Jerry M. Melillo, Terese (T.C.) Richmond, & Gary W. Yohe eds., 2014) [hereinafter “Third National Climate Assessment”], *Appendix 3 Climate Science Supplement*, p. 739; EPA, April 2015: *Inventory of U.S. Greenhouse Emissions and Sinks 1990-2013*, available at <https://www3.epa.gov/climatechange/Downloads/ghgemissions/US-GHG-Inventory-2015-Main-Text.pdf>. See also Hartmann, D.L., A.M.G. Klein Tank, M. Rusticucci, et al., 2013 *Observations Atmosphere and Surface*. In *Climate Change 2013 The Physical Science Basis. Contribution of Working Group I to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change* [Stocker, T.F., D. Qin, G.-K., et al. (eds)]. Cambridge University Press: Cambridge, United Kingdom and New York, NY, USA. Available at [http://www.ipcc.ch/pdf/assessment-report/ar5/wg1/WG1AR5\\_Chapter02\\_Final.pdf](http://www.ipcc.ch/pdf/assessment-report/ar5/wg1/WG1AR5_Chapter02_Final.pdf).

<sup>16</sup> See Ed Dlugokencky & Pieter Tans, National Oceanic and Atmospheric Administration/Earth System Research Laboratory, <http://www.esrl.noaa.gov/gmd/ccgg/trends/global.html>.

<sup>17</sup> See <http://earthobservatory.nasa.gov/Features/CarbonCycle>; University of California Riverside, National Aeronautics and Space Administration (NASA), and Riverside Unified School District, *Down to Earth Climate Change*, <http://globalclimate.ucr.edu/resources.html>; USGCRP, *Third National Climate Assessment, Appendix 3 Climate Science Supplement*, p. 736 (“Although climate changes in the past have been caused by natural factors, human activities are now the dominant agents of change. Human activities are affecting climate through increasing atmospheric levels of heat-trapping gases and other substances, including particles.”).

United States Global Change Research Program (USGCRP), which informs the United States' response to global climate change through coordinated Federal programs of research, education, communication, and decision support.<sup>18</sup> Studies have projected the effects of increasing GHGs on many resources normally discussed in the NEPA process, including water availability, ocean acidity, sea-level rise, ecosystem functions, energy production, agriculture and food security, air quality and human health.<sup>19</sup>

Based primarily on the scientific assessments of the USGCRP, the National Research Council, and the Intergovernmental Panel on Climate Change, in 2009 the Environmental Protection Agency (EPA) issued a finding that the changes in our climate caused by elevated concentrations of greenhouse gases in the atmosphere are reasonably anticipated to endanger the public health and public welfare of current and future generations.<sup>20</sup> In 2015, EPA acknowledged more recent scientific assessments that “highlight the urgency of addressing the rising concentration of CO<sub>2</sub> in the atmosphere,” finding that certain groups are especially vulnerable to climate-related effects.<sup>21</sup> Broadly

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<sup>18</sup> See Global Change Research Act of 1990, Pub. L. 101–606, Sec. 103 (November 16, 1990). For additional information on the United States Global Change Research Program [hereinafter “USGCRP”], visit <http://www.globalchange.gov>. The USGCRP, formerly the Climate Change Science Program, coordinates and integrates the activities of 13 Federal agencies that conduct research on changes in the global environment and their implications for society. The USGCRP began as a Presidential initiative in 1989 and was codified in the Global Change Research Act of 1990 (Public Law 101–606). USGCRP-participating agencies are the Departments of Agriculture, Commerce, Defense, Energy, Interior, Health and Human Services, State, and Transportation; the U.S. Agency for International Development, the Environmental Protection Agency, NASA, the National Science Foundation, and the Smithsonian Institution.

<sup>19</sup> See USGCRP, *Third National Climate Assessment*, available at [http://nca2014.globalchange.gov/system/files\\_force/downloads/low/NCA3\\_Climate\\_Change\\_Impacts\\_in\\_the\\_United%20States\\_Low\\_Res.pdf?download=1](http://nca2014.globalchange.gov/system/files_force/downloads/low/NCA3_Climate_Change_Impacts_in_the_United%20States_Low_Res.pdf?download=1); IPCC, *Climate Change 2014 Synthesis Report. Contribution of Working Groups I, II and III to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change* (R.K. Pachauri, & L.A. Meyer eds., 2014), available at [https://www.ipcc.ch/pdf/assessment-report/ar5/syr/SYR\\_AR5\\_FINAL\\_full.pdf](https://www.ipcc.ch/pdf/assessment-report/ar5/syr/SYR_AR5_FINAL_full.pdf); see also <http://www.globalchange.gov>; 40 CFR 1508.8 (effects include ecological, aesthetic, historic, cultural, economic, social, and health effects); USGCRP, *The Impacts of Climate Change on Human Health in the United States: A Scientific Assessment*, available at <https://health2016.globalchange.gov/>.

<sup>20</sup> See generally *Endangerment and Cause or Contribute Findings for Greenhouse Gases Under Section 202(a) of the Clean Air Act*, 74 Fed. Reg. 66496 (Dec. 15, 2009). (For example, at 66497–98: “[t]he evidence concerning how human-induced climate change may alter extreme weather events also clearly supports a finding of endangerment, given the serious adverse impacts that can result from such events and the increase in risk, even if small, of the occurrence and intensity of events such as hurricanes and floods. Additionally, public health is expected to be adversely affected by an increase in the severity of coastal storm events due to rising sea levels”).

<sup>21</sup> See EPA, *Final Rule for Carbon Pollution Emission Guidelines for Existing Stationary Sources: Electric Utility Generating Units*, 80 Fed. Reg. 64661, 64677 (Oct. 23, 2015) (“Certain groups, including children, the elderly, and the poor, are most vulnerable to climate-related effects. Recent studies also find that certain communities, including low-income communities and some communities of color ... are disproportionately affected by certain climate change related impacts—including heat waves, degraded air quality, and

stated, the effects of climate change observed to date and projected to occur in the future include more frequent and intense heat waves, longer fire seasons and more severe wildfires, degraded air quality, more heavy downpours and flooding, increased drought, greater sea-level rise, more intense storms, harm to water resources, harm to agriculture, ocean acidification, and harm to wildlife and ecosystems.<sup>22</sup>

### III. CONSIDERING THE EFFECTS OF GHG EMISSIONS AND CLIMATE CHANGE

This guidance is applicable to all Federal actions subject to NEPA, including site-specific actions, certain funding of site-specific projects, rulemaking actions, permitting decisions, and land and resource management decisions.<sup>23</sup> This guidance does not – and cannot – expand the range of Federal agency actions that are subject to NEPA.

Consistent with NEPA, Federal agencies should consider the extent to which a proposed action and its reasonable alternatives would contribute to climate change, through GHG emissions, and take into account the ways in which a changing climate may impact the proposed action and any alternative actions, change the action’s environmental effects over the lifetime of those effects, and alter the overall environmental implications of such actions.

This guidance is intended to assist agencies in disclosing and considering the effects of GHG emissions and climate change along with the other reasonably foreseeable environmental effects of their proposed actions. This guidance does not establish any

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extreme weather events—which are associated with increased deaths, illnesses, and economic challenges. Studies also find that climate change poses particular threats to the health, well-being, and ways of life of indigenous peoples in the U.S.”).

<sup>22</sup> See <http://www.globalchange.gov/climate-change/impacts-society> and Third National Climate Assessment, Chapters 3-15 (Sectors) and Chapters 16-25 (Regions), available at <http://nca2014.globalchange.gov/downloads>.

<sup>23</sup> See 40 CFR 1508.18.

particular quantity of GHG emissions as “significantly” affecting the quality of the human environment or give greater consideration to the effects of GHG emissions and climate change over other effects on the human environment.

A. GHG Emissions as a Proxy for the Climate Change Impacts of a Proposed Action

In light of the global scope of the impacts of GHG emissions, and the incremental contribution of each single action to global concentrations, CEQ recommends agencies use the projected GHG emissions associated with proposed actions as a proxy for assessing proposed actions’ potential effects on climate change in NEPA analysis.<sup>24</sup> This approach, together with providing a qualitative summary discussion of the impacts of GHG emissions based on authoritative reports such as the USGCRP’s National Climate Assessments and the Impacts of Climate Change on Human Health in the United States, a Scientific Assessment of the USGCRP, allows an agency to present the environmental and public health impacts of a proposed action in clear terms and with sufficient information to make a reasoned choice between no action and other alternatives and appropriate mitigation measures, and to ensure the professional and scientific integrity of the NEPA review.<sup>25</sup>

Climate change results from the incremental addition of GHG emissions from millions of individual sources,<sup>26</sup> which collectively have a large impact on a global scale.

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<sup>24</sup> See 40 CFR 1502.16, 1508.9.

<sup>25</sup> See 40 CFR 1500.1, 1502.24 (requiring agencies to use high quality information and ensure the professional and scientific integrity of the discussions and analyses in environmental impact statements).

<sup>26</sup> Some sources emit GHGs in quantities that are orders of magnitude greater than others. See EPA, *Greenhouse Gas Reporting Program 2014 Reported Data*, Figure 2: Direct GHG Emissions Reported by Sector (2014), available at <https://www.epa.gov/ghgreporting/ghgrp-2014-reported-data> (amounts of GHG emissions by sector); *Final Rule for Carbon Pollution Emission Guidelines for Existing Stationary Sources Electric Utility Generating Units*, 80 Fed. Reg. 64661, 64663, 64689 (Oct. 23, 2015) (regulation of GHG emissions from fossil fuel-fired electricity generating power plants); *Oil and Natural Gas Sector Emission Standards for New, Reconstructed, and Modified Sources*, 81 Fed. Reg. 34824, 35830 (June 3, 2016) (regulation of GHG emissions from oil and gas sector).



CEQ recognizes that the totality of climate change impacts is not attributable to any single action, but are exacerbated by a series of actions including actions taken pursuant to decisions of the Federal Government. Therefore, a statement that emissions from a proposed Federal action represent only a small fraction of global emissions is essentially a statement about the nature of the climate change challenge, and is not an appropriate basis for deciding whether or to what extent to consider climate change impacts under NEPA. Moreover, these comparisons are also not an appropriate method for characterizing the potential impacts associated with a proposed action and its alternatives and mitigations because this approach does not reveal anything beyond the nature of the climate change challenge itself: the fact that diverse individual sources of emissions each make a relatively small addition to global atmospheric GHG concentrations that collectively have a large impact. When considering GHG emissions and their significance, agencies should use appropriate tools and methodologies for quantifying GHG emissions and comparing GHG quantities across alternative scenarios. Agencies should not limit themselves to calculating a proposed action's emissions as a percentage of sector, nationwide, or global emissions in deciding whether or to what extent to consider climate change impacts under NEPA.

#### 1. GHG Emissions Quantification and Relevant Tools

This guidance recommends that agencies quantify a proposed agency action's projected direct and indirect GHG emissions. Agencies should be guided by the principle that the extent of the analysis should be commensurate with the quantity of projected GHG emissions and take into account available data and GHG quantification tools that

are suitable for and commensurate with the proposed agency action.<sup>27</sup> The rule of reason and the concept of proportionality caution against providing an in-depth analysis of emissions regardless of the insignificance of the quantity of GHG emissions that would be caused by the proposed agency action.

Quantification tools are widely available, and are already in broad use in the Federal and private sectors, by state and local governments, and globally.<sup>28</sup> Such quantification tools and methodologies have been developed to assist institutions, organizations, agencies, and companies with different levels of technical sophistication, data availability, and GHG source profiles. When data inputs are reasonably available to support calculations, agencies should conduct GHG analysis and disclose quantitative estimates of GHG emissions in their NEPA reviews. These tools can provide estimates of GHG emissions, including emissions from fossil fuel combustion and estimates of GHG emissions and carbon sequestration for many of the sources and sinks potentially affected by proposed resource management actions.<sup>29</sup> When considering which tool(s) to employ, it is important to consider the proposed action's temporal scale, and the availability of input data.<sup>30</sup> Examples of the kinds of methodologies agencies might consider using are presented in CEQ's 2012 Guidance for Accounting and Reporting GHG Emissions for a wide variety of activities associated with Federal agency operations.<sup>31</sup> When an agency determines that quantifying GHG emissions would not be

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<sup>27</sup> See 40 CFR 1500.1(b) ("Most important, NEPA documents must concentrate on the issues that are truly significant to the action in question, rather than amassing needless detail."); 40 CFR 1502.2(b) (Impacts shall be discussed in proportion to their significance); 40 CFR 1502.15 (Data and analyses in a statement shall be commensurate with the importance of the impact...).

<sup>28</sup> See [https://ceq.doe.gov/current\\_developments/GHG-accounting-tools.html](https://ceq.doe.gov/current_developments/GHG-accounting-tools.html).

<sup>29</sup> For example, USDA's COMET-Farm tool can be used to assess the carbon sequestration of existing agricultural activities along with the reduction in carbon sequestration (emissions) of project-level activities, <http://cometfarm.nrel.colostate.edu/>. Examples of other tools are available at [https://ceq.doe.gov/current\\_developments/GHG-accounting-tools.html](https://ceq.doe.gov/current_developments/GHG-accounting-tools.html).

<sup>30</sup> See 40 CFR 1502.22.

<sup>31</sup> See

[https://www.whitehouse.gov/sites/default/files/microsites/ceq/revised\\_federal\\_greenhouse\\_gas\\_accounting\\_and\\_reporting\\_guidance\\_](https://www.whitehouse.gov/sites/default/files/microsites/ceq/revised_federal_greenhouse_gas_accounting_and_reporting_guidance_)

warranted because tools, methodologies, or data inputs are not reasonably available, the agency should provide a qualitative analysis and its rationale for determining that the quantitative analysis is not warranted. A qualitative analysis can rely on sector-specific descriptions of the GHG emissions of the category of Federal agency action that is the subject of the NEPA analysis.

When updating their NEPA procedures<sup>32</sup> and guidance, agencies should coordinate with CEQ to identify 1) the actions that normally warrant quantification of their GHG emissions, and consideration of the relative GHG emissions associated with alternative actions and 2) agency actions that normally do not warrant such quantification because tools, methodologies, or data inputs are not reasonably available. The determination of the potential significance of a proposed action remains subject to agency practice for the consideration of context and intensity, as set forth in the CEQ Regulations.<sup>33</sup>

## 2. The Scope of the Proposed Action

In order to assess effects, agencies should take account of the proposed action – including “connected” actions<sup>34</sup> – subject to reasonable limits based on feasibility and practicality. Activities that have a reasonably close causal relationship to the Federal action, such as those that may occur as a predicate for a proposed agency action or as a consequence of a proposed agency action, should be accounted for in the NEPA analysis.

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060412.pdf. Federal agencies’ Strategic Sustainability Performance Plans reflecting their annual GHG inventories and reports under Executive Order 13514 are available at <https://www.performance.gov/node/3406/view?view=public#supporting-info>.

<sup>32</sup> See 40 CFR 1507.3.

<sup>33</sup> 40 CFR 1508.27 (“‘Significantly’ as used in NEPA requires considerations of both context and intensity: (a) Context. This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, national), the affected region, the affected interests, and the locality. . . . (b) Intensity. This refers to the severity of impact.”).

<sup>34</sup> 40 CFR 1508.25(a) (Actions are connected if they: (i) Automatically trigger other actions which may require environmental impact statements; (ii) Cannot or will not proceed unless other actions are taken previously or simultaneously, or; (iii) Are interdependent parts of a larger action and depend on the larger action for their justification.).

For example, NEPA reviews for proposed resource extraction and development projects typically include the reasonably foreseeable effects of various phases in the process, such as clearing land for the project, building access roads, extraction, transport, refining, processing, using the resource, disassembly, disposal, and reclamation. Depending on the relationship between any of the phases, as well as the authority under which they may be carried out, agencies should use the analytical scope that best informs their decision making.

The agency should focus on significant potential effects and conduct an analysis that is proportionate to the environmental consequences of the proposed action.<sup>35</sup> Agencies can rely on basic NEPA principles to determine and explain the reasonable parameters of their analyses in order to disclose the reasonably foreseeable effects that may result from their proposed actions.<sup>36</sup>

### 3. Alternatives

Considering alternatives, including alternatives that mitigate GHG emissions, is fundamental to the NEPA process and accords with NEPA Sections 102(2)(C) and 102(2)(E).<sup>37</sup> The CEQ regulations emphasize that the alternatives analysis is the heart of the EIS under NEPA Section 102(2)(C).<sup>38</sup> NEPA Section 102(2)(E) provides an independent requirement for the consideration of alternatives in environmental documents.<sup>39</sup> NEPA calls upon agencies to use the NEPA process to “identify and assess the reasonable alternatives to proposed actions that will avoid or minimize adverse effects of these actions upon the quality of the human environment.”<sup>40</sup> The requirement to

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<sup>35</sup> See 40 CFR 1501.7(a)(3), 1502.2(b), and 1502.15.

<sup>36</sup> See 40 CFR 1502.16.

<sup>37</sup> 42 U.S.C. 4332(2)(C), 4332(2)(E); 40 CFR 1502.14, 1508.9(b).

<sup>38</sup> 40 CFR 1502.14.

<sup>39</sup> See 40 CFR 1500.2, 1508.9(b).

<sup>40</sup> 40 CFR 1500.2(c).

consider alternatives ensures that agencies account for approaches with no, or less, adverse environmental effects for a particular resource.

Consideration of alternatives also provides each agency decision maker the information needed to examine other possible approaches to a particular proposed action (including the no action alternative) that could alter the environmental impact or the balance of factors considered in making the decision. Agency decisions are aided when there are reasonable alternatives that allow for comparing GHG emissions and carbon sequestration potential, trade-offs with other environmental values, and the risk from – and resilience to – climate change inherent in a proposed action and its design.

Agencies must consider a range of reasonable alternatives consistent with the level of NEPA review (e.g., EA or EIS) and the purpose and need for the proposed action, as well as reasonable mitigation measures if not already included in the proposed action or alternatives.<sup>41</sup> Accordingly, a comparison of these alternatives based on GHG emissions and any potential mitigation measures can be useful to advance a reasoned choice among alternatives and mitigation actions. When conducting the analysis, an agency should compare the anticipated levels of GHG emissions from each alternative – including the no-action alternative – and mitigation actions to provide information to the public and enable the decision maker to make an informed choice.

Agencies should consider reasonable alternatives and mitigation measures to reduce action-related GHG emissions or increase carbon sequestration in the same fashion as they consider alternatives and mitigation measures for any other environmental effects. NEPA, the CEQ Regulations, and this guidance do not require the decision

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<sup>41</sup> See 42 U.S.C. 4332(2)(C), 4332(2)(E), and 40 CFR 1502.14(f), 1508.9(b). The purpose and need for action usually reflects both the extent of the agency's statutory authority and its policies.

maker to select the alternative with the lowest net level of emissions. Rather, they allow for the careful consideration of emissions and mitigation measures along with all the other factors considered in making a final decision.

#### 4. Direct and Indirect Effects

If the direct and indirect GHG emissions can be quantified based on available information, including reasonable projections and assumptions, agencies should consider and disclose the reasonably foreseeable direct and indirect emissions when analyzing the direct and indirect effects of the proposed action.<sup>42</sup> Agencies should disclose the information and any assumptions used in the analysis and explain any uncertainties.

To compare a project's estimated direct and indirect emissions with GHG emissions from the no-action alternative, agencies should draw on existing, timely, objective, and authoritative analyses, such as those by the Energy Information Administration, the Federal Energy Management Program, or Office of Fossil Energy of the Department of Energy.<sup>43</sup> In the absence of such analyses, agencies should use other available information. When such analyses or information for quantification is unavailable, or the complexity of comparing emissions from various sources would make quantification overly speculative, then the agency should quantify emissions to the extent that this information is available and explain the extent to which quantified emissions information is unavailable while providing a qualitative analysis of those emissions. As

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<sup>42</sup> For example, where the proposed action involves fossil fuel extraction, direct emissions typically include GHGs emitted during the process of exploring for or extracting the fossil fuel. The indirect effects of such an action that are reasonably foreseeable at the time would vary with the circumstances of the proposed action. For actions such as a Federal lease sale of coal for energy production, the impacts associated with the end-use of the fossil fuel being extracted would be the reasonably foreseeable combustion of that coal.

<sup>43</sup> For a current example, see Office of Fossil Energy, Nat'l Energy Tech. Lab., U.S. Dep't of Energy, *Life Cycle Greenhouse Gas Perspective on Exporting Liquefied Natural Gas from the United States*, Pub. No. DOE/NETL-2014/1649 (2014), available at <http://energy.gov/sites/prod/files/2014/05/f16/Life%20Cycle%20GHG%20Perspective%20Report.pdf>.

with any NEPA analysis, the level of effort should be proportionate to the scale of the emissions relevant to the NEPA review.

## 5. Cumulative Effects

“Cumulative impact” is defined in the CEQ Regulations as the “impact on the environment that results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions.”<sup>44</sup> All GHG emissions contribute to cumulative climate change impacts. However, for most Federal agency actions CEQ does not expect that an EIS would be required based *solely* on the global significance of cumulative impacts of GHG emissions, as it would not be consistent with the rule of reason to require the preparation of an EIS for every Federal action that may cause GHG emissions regardless of the magnitude of those emissions.

Based on the agency identification and analysis of the direct and indirect effects of its proposed action, NEPA requires an agency to consider the cumulative impacts of its proposed action and reasonable alternatives.<sup>45</sup> As noted above, for the purposes of NEPA, the analysis of the effects of GHG emissions is essentially a cumulative effects analysis that is subsumed within the general analysis and discussion of climate change impacts. Therefore, direct and indirect effects analysis for GHG emissions will adequately address the cumulative impacts for climate change from the proposed action and its alternatives and a separate cumulative effects analysis for GHG emissions is not needed.

## 6. Short- and Long-Term Effects

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<sup>44</sup> 40 CFR 1508.7.

<sup>45</sup> See 40 CFR 1502.16, 1508.7, 1508.8. See also CEQ Memorandum to Heads of Federal Agencies, *Guidance on the Consideration of Past Actions in Cumulative Effects Analysis*, June 24, 2005, available at [https://ceq.doe.gov/nepa/regs/Guidance\\_on\\_CE.pdf](https://ceq.doe.gov/nepa/regs/Guidance_on_CE.pdf).

When considering effects, agencies should take into account both the short- and long-term adverse and beneficial effects using a temporal scope that is grounded in the concept of reasonable foreseeability. Some proposed actions will have to consider effects at different stages to ensure the direct effects and reasonably foreseeable indirect effects are appropriately assessed; for example, the effects of construction are different from the effects of the operations and maintenance of a facility.

Biogenic GHG emissions and carbon stocks from some land or resource management activities, such as a prescribed burn of a forest or grassland conducted to limit loss of ecosystem function through wildfires or insect infestations, may result in short-term GHG emissions and loss of stored carbon, while in the longer term a restored, healthy ecosystem may provide long-term carbon sequestration. Therefore, the short- and long-term effects should be described in comparison to the no action alternative in the NEPA review.

## 7. Mitigation

Mitigation is an important component of the NEPA process that Federal agencies can use to avoid, minimize, and compensate for the adverse environmental effects associated with their actions. Mitigation, by definition, includes avoiding impacts, minimizing impacts by limiting them, rectifying the impact, reducing or eliminating the impacts over time, or compensating for them.<sup>46</sup> Consequently, agencies should consider reasonable mitigation measures and alternatives as provided for under existing CEQ Regulations and take into account relevant agency statutory authorities and policies. The NEPA process is also intended to provide useful advice and information to State, local

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<sup>46</sup> See 40 CFR 1508.20, 1508.25 (Alternatives include mitigation measures not included in the proposed action).



and tribal governments and private parties so that the agencies can better coordinate with other agencies and organizations regarding the means to mitigate effects of their actions.<sup>47</sup> The NEPA process considers the effects of mitigation commitments made by project proponents or others and mitigation required under other relevant permitting and environmental review regimes.<sup>48</sup>

As Federal agencies evaluate potential mitigation of GHG emissions and the interaction of a proposed action with climate change, the agencies should also carefully evaluate the quality of that mitigation to ensure it is additional, verifiable, durable, enforceable, and will be implemented.<sup>49</sup> Agencies should consider the potential for mitigation measures to reduce or mitigate GHG emissions and climate change effects when those measures are reasonable and consistent with achieving the purpose and need for the proposed action. Such mitigation measures could include enhanced energy efficiency, lower GHG-emitting technology, carbon capture, carbon sequestration (e.g., forest, agricultural soils, and coastal habitat restoration), sustainable land management practices, and capturing or beneficially using GHG emissions such as methane.

Finally, the CEQ Regulations and guidance recognize the value of monitoring to ensure that mitigation is carried out as provided in a record of decision or finding of no significant impact.<sup>50</sup> The agency's final decision on the proposed action should identify those mitigation measures that the agency commits to take, recommends, or requires

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<sup>47</sup> NEPA directs Federal agencies to make "advice and information useful in restoring, maintaining, and enhancing the quality of the environment" available to States, Tribes, counties, cities, institutions and individuals. NEPA Sec. 102(2)(G).

<sup>48</sup> See CEQ Memorandum to Heads of Federal Agencies, *Appropriate Use of Mitigation and Monitoring and Clarifying the Appropriate Use of Mitigated Findings of No Significant Impact*, 76 FR 3843 (Jan. 21, 2011) available at [https://ceq.doe.gov/current\\_developments/docs/Mitigation\\_and\\_Monitoring\\_Guidance\\_14Jan2011.pdf](https://ceq.doe.gov/current_developments/docs/Mitigation_and_Monitoring_Guidance_14Jan2011.pdf).

<sup>49</sup> See Presidential Memorandum: *Mitigating Impacts on Natural Resources from Development and Encouraging Related Private Investment* (<https://www.whitehouse.gov/the-press-office/2015/11/03/mitigating-impacts-natural-resources-development-and-encouraging-related>) defining "durability" and addressing additionality.

<sup>50</sup> See 40 CFR 1505.2(c), 1505.3. See also CEQ Memorandum to Heads of Federal Agencies, *Appropriate Use of Mitigation and Monitoring and Clarifying the Appropriate Use of Mitigated Findings of No Significant Impact*, 76 FR 3843 (Jan. 21, 2011) available at [https://ceq.doe.gov/current\\_developments/docs/Mitigation\\_and\\_Monitoring\\_Guidance\\_14Jan2011.pdf](https://ceq.doe.gov/current_developments/docs/Mitigation_and_Monitoring_Guidance_14Jan2011.pdf).

others to take. Monitoring is particularly appropriate to confirm the effectiveness of mitigation when that mitigation is adopted to reduce the impacts of a proposed action on affected resources already increasingly vulnerable due to climate change.

B. CONSIDERING THE EFFECTS OF CLIMATE CHANGE ON A  
PROPOSED ACTION AND ITS ENVIRONMENTAL IMPACTS

According to the USGCRP and others, GHGs already in the atmosphere will continue altering the climate system into the future, even with current or future emissions control efforts.<sup>51</sup> Therefore, a NEPA review should consider an action in the context of the future state of the environment. In addition, climate change adaptation and resilience — defined as adjustments to natural or human systems in response to actual or expected climate changes — are important considerations for agencies contemplating and planning actions with effects that will occur both at the time of implementation and into the future.<sup>52</sup>

1. Affected Environment

An agency should identify the affected environment to provide a basis for comparing the current and the future state of the environment as affected by the proposed action or its reasonable alternatives.<sup>53</sup> The current and projected future state of the environment without the proposed action (i.e., the no action alternative) represents the reasonably foreseeable affected environment, and this should be described based on

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<sup>51</sup> See Third National Climate Assessment, *Appendix 3 Climate Science Supplement 753-754*, available at [http://s3.amazonaws.com/nca2014/low/NCA3\\_Full\\_Report\\_Appendix\\_3\\_Climate\\_Science\\_Supplement\\_LowRes.pdf?download=1](http://s3.amazonaws.com/nca2014/low/NCA3_Full_Report_Appendix_3_Climate_Science_Supplement_LowRes.pdf?download=1).

<sup>52</sup> See Third National Climate Assessment, Chapter 28, “Adaptation” and Chapter 26, “Decision Support: Connecting Science, Risk Perception, and Decisions,” available at <http://www.globalchange.gov/nca3-downloads-materials>; see also, Exec. Order No. 13653, 78 Fed. Reg. 66817 (Nov. 6, 2013) and Exec. Order No. 13693, *Planning for Federal Sustainability in the Next Decade*, 80 Fed. Reg. 15869 (March 25, 2015) (defining “climate-resilient design”).

<sup>53</sup> See 40 CFR 1502.15 (providing that environmental impact statements shall succinctly describe the environmental impacts on the area(s) to be affected or created by the alternatives under consideration).

authoritative climate change reports,<sup>54</sup> which often project at least two possible future scenarios.<sup>55</sup> The temporal bounds for the state of the environment are determined by the projected initiation of implementation and the expected life of the proposed action and its effects.<sup>56</sup> Agencies should remain aware of the evolving body of scientific information as more refined estimates of the impacts of climate change, both globally and at a localized level, become available.<sup>57</sup>

## 2. Impacts

The analysis of climate change impacts should focus on those aspects of the human environment that are impacted by both the proposed action and climate change. Climate change can make a resource, ecosystem, human community, or structure more susceptible to many types of impacts and lessen its resilience to other environmental impacts apart from climate change. This increase in vulnerability can exacerbate the effects of the proposed action. For example, a proposed action may require water from a stream that has diminishing quantities of available water because of decreased snow pack in the mountains, or add heat to a water body that is already warming due to increasing atmospheric temperatures. Such considerations are squarely within the scope of NEPA and can inform decisions on whether to proceed with, and how to design, the proposed action to eliminate or mitigate impacts exacerbated by climate change. They can also

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<sup>54</sup> See, e.g., Third National Climate Assessment (Regional impacts chapters) *available at* <http://www.globalchange.gov/nca3-downloads-materials>.

<sup>55</sup> See, e.g., Third National Climate Assessment (Regional impacts chapters, considering a low future global emissions scenario, and a high emissions scenario) *available at* <http://www.globalchange.gov/nca3-downloads-materials>.

<sup>56</sup> CEQ, *Considering Cumulative Effects Under the National Environmental Policy Act* (1997), [https://ceq.doe.gov/publications/cumulative\\_effects.html](https://ceq.doe.gov/publications/cumulative_effects.html). Agencies should also consider their work under Exec. Order No. 13653, *Preparing the United States for the Impacts of Climate Change*, 78 Fed. Reg. 66817 (Nov. 6, 2013), that considers how capital investments will be affected by a changing climate over time.

<sup>57</sup> See, e.g., <http://nca2014.globalchange.gov/report/regions/coasts>.

inform possible adaptation measures to address the impacts of climate change, ultimately enabling the selection of smarter, more resilient actions.

### 3. Available Assessments and Scenarios

In accordance with NEPA's rule of reason and standards for obtaining information regarding reasonably foreseeable effects on the human environment, agencies need not undertake new research or analysis of potential climate change impacts in the proposed action area, but may instead summarize and incorporate by reference the relevant scientific literature.<sup>58</sup> For example, agencies may summarize and incorporate by reference the relevant chapters of the most recent national climate assessments or reports from the USGCRP.<sup>59</sup> Particularly relevant to some proposed actions are the most current reports on climate change impacts on water resources, ecosystems, agriculture and forestry, health, coastlines, and ocean and arctic regions in the United States.<sup>60</sup> Agencies may recognize that scenarios or climate modeling information (including seasonal, inter-annual, long-term, and regional-scale projections) are widely used, but when relying on a single study or projection, agencies should consider their limitations and discuss them.<sup>61</sup>

### 4. Opportunities for Resilience and Adaptation

As called for under NEPA, the CEQ Regulations, and CEQ guidance, the NEPA review process should be integrated with agency planning at the earliest possible time that would allow for a meaningful analysis.<sup>62</sup> Information developed during early

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<sup>58</sup> See 40 CFR 1502.21 (material may be incorporated by reference if it is reasonably available for inspection by potentially interested persons during public review and comment).

<sup>59</sup> See <http://www.globalchange.gov/browse/reports>.

<sup>60</sup> See Third National Climate Assessment, *Our Changing Climate*, available at <http://nca2014.globalchange.gov/report>. Agencies should consider the latest final assessments and reports when they are updated.

<sup>61</sup> See 40 CFR 1502.22. Agencies can consult [www.data.gov/climate/portals](http://www.data.gov/climate/portals) for model data archives, visualization tools, and downscaling results.

<sup>62</sup> See 42 U.S.C. 4332 ("agencies of the Federal Government shall ... utilize a systematic, interdisciplinary approach which will insure the integrated use of the natural and social sciences and the environmental design arts in planning and in decision-making"); 40 CFR 1501.2 ("Agencies shall integrate the NEPA process with other planning at the earliest possible time..."); See also CEQ Memorandum

planning processes that precede a NEPA review may be incorporated into the NEPA review. Decades of NEPA practice have shown that integrating environmental considerations with the planning process provides useful information that program and project planners can consider in the design of the proposed action, alternatives, and potential mitigation measures. For instance, agencies should take into account increased risks associated with development in floodplains, avoiding such development wherever there is a practicable alternative, as required by Executive Order 11988 and Executive Order 13690.<sup>63</sup> In addition, agencies should take into account their ongoing efforts to incorporate environmental justice principles into their programs, policies, and activities, including the environmental justice strategies required by Executive Order 12898, as amended, and consider whether the effects of climate change in association with the effects of the proposed action may result in a disproportionate effect on minority and low income communities.<sup>64</sup> Agencies also may consider co-benefits of the proposed action, alternatives, and potential mitigation measures for human health, economic and social stability, ecosystem services, or other benefit that increases climate change preparedness or resilience. Individual agency adaptation plans and interagency adaptation strategies, such as agency Climate Adaptation Plans, the National Fish, Wildlife and Plants Climate Adaptation Strategy, and the National Action Plan: Priorities for Managing Freshwater

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for Heads of Federal Departments and Agencies, *Improving the Process for Preparing Efficient and Timely Environmental Reviews under the National Environmental Policy Act*, 77 Fed. Reg. 14473 (Mar. 12, 2012), available at [https://ceq.doe.gov/current\\_developments/docs/Improving\\_NEPA\\_Efficiencies\\_06Mar2012.pdf](https://ceq.doe.gov/current_developments/docs/Improving_NEPA_Efficiencies_06Mar2012.pdf).

<sup>63</sup> See Exec. Order No. 11988, “Floodplain Management,” 42 Fed. Reg. 26951 (May 24, 1977), available at <http://www.archives.gov/federal-register/codification/executive-order/11988.html>; Exec. Order No. 13690, *Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input*, 80 Fed. Reg. 6425 (Jan. 30, 2015), available at <https://www.gpo.gov/fdsys/pkg/FR-2015-02-04/pdf/2015-02379.pdf>.

<sup>64</sup> See Exec. Order No. 12898, *Federal Actions to Address Environmental Justice in Minority and Low-Income Populations*, 59 Fed. Reg. 7629 (Feb. 16, 1994), available at <https://ceq.doe.gov/nepa/regs/eos/ii-5.pdf>; CEQ, *Environmental Justice Guidance Under the National Environmental Policy Act* (Dec. 1997), available at <http://ceq.doe.gov/nepa/regs/ej/justice.pdf>.

Resources in a Changing Climate, provide other good examples of the type of relevant and useful information that can be considered.<sup>65</sup>

Climate change effects on the environment and on the proposed project should be considered in the analysis of a project considered vulnerable to the effects of climate change such as increasing sea level, drought, high intensity precipitation events, increased fire risk, or ecological change. In such cases, a NEPA review will provide relevant information that agencies can use to consider in the initial project design, as well as alternatives with preferable overall environmental outcomes and improved resilience to climate impacts. For example, an agency considering a proposed long-term development of transportation infrastructure on a coastal barrier island should take into account climate change effects on the environment and, as applicable, consequences of rebuilding where sea level rise and more intense storms will shorten the projected life of the project and change its effects on the environment.<sup>66</sup> Given the length of time involved in present sea level projections, such considerations typically will not be relevant to short-term actions with short-term effects.

In addition, the particular impacts of climate change on vulnerable communities may be considered in the design of the action or the selection among alternatives to

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<sup>65</sup> See <http://sustainability.performance.gov> for agency sustainability plans, which contain agency adaptation plans. See also <http://www.wildlifeadaptationstrategy.gov>; [http://www.whitehouse.gov/sites/default/files/microsites/ceq/2011\\_national\\_action\\_plan.pdf](http://www.whitehouse.gov/sites/default/files/microsites/ceq/2011_national_action_plan.pdf); and <https://www.epa.gov/greeningepa/climate-change-adaptation-plans>

<sup>66</sup> See U.S. Department of Transportation, Gulf Coast Study, Phase 2, *Assessing Transportation Vulnerability to Climate Change Synthesis of Lessons Learned and Methods Applied*, FHWA-HEP-15-007 (Oct. 2014) (focusing on the Mobile, Alabama region), available at [http://www.fhwa.dot.gov/environment/climate\\_change/adaptation/ongoing\\_and\\_current\\_research/gulf\\_coast\\_study/phase2\\_task6/fhwahep15007.pdf](http://www.fhwa.dot.gov/environment/climate_change/adaptation/ongoing_and_current_research/gulf_coast_study/phase2_task6/fhwahep15007.pdf); U.S. Climate Change Science Program, Synthesis and Assessment Product 4.7, Impacts of Climate Change and Variability on Transportation Systems and Infrastructure: Gulf Coast Study, Phase I (Mar. 2008) (focusing on a regional scale in the central Gulf Coast), available at <https://downloads.globalchange.gov/sap/sap4-7/sap4-7-final-all.pdf>. Information about the Gulf Coast Study is available at [http://www.fhwa.dot.gov/environment/climate\\_change/adaptation/ongoing\\_and\\_current\\_research/gulf\\_coast\\_study](http://www.fhwa.dot.gov/environment/climate_change/adaptation/ongoing_and_current_research/gulf_coast_study). See also Third National Climate Assessment, Chapter 28, “Adaptation,” at 675 (noting that Federal agencies in particular can facilitate climate adaptation by “ensuring the establishment of federal policies that allow for “flexible” adaptation efforts and take steps to avoid unintended consequences”), available at <http://nca2014.globalchange.gov/report/response-strategies/adaptation#intro-section-2>.

assess the impact, and potential for disproportionate impacts, on those communities.<sup>67</sup>

For example, chemical facilities located near the coastline could have increased risk of spills or leakages due to sea level rise or increased storm surges, putting local communities and environmental resources at greater risk. Increased resilience could minimize such potential future effects. Finally, considering climate change preparedness and resilience can help ensure that agencies evaluate the potential for generating additional GHGs if a project has to be replaced, repaired, or modified, and minimize the risk of expending additional time and funds in the future.

### C. Special Considerations for Biogenic Sources of Carbon

With regard to biogenic GHG emissions from land management actions – such as prescribed burning, timber stand improvements, fuel load reductions, scheduled harvesting, and livestock grazing – it is important to recognize that these land management actions involve GHG emissions and carbon sequestration that operate within the global carbon and nitrogen cycle, which may be affected by those actions. Similarly, some water management practices have GHG emission consequences (e.g., reservoir management practices can reduce methane releases, wetlands management practices can enhance carbon sequestration, and water conservation can improve energy efficiency).

Notably, it is possible that the net effect of ecosystem restoration actions resulting in short-term biogenic emissions may lead to long-term reductions of atmospheric GHG concentrations through increases in carbon stocks or reduced risks of future emissions. In the land and resource management context, how a proposed action affects a net carbon sink or source will depend on multiple factors such as the climatic region, the distribution

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<sup>67</sup> For an example, see [https://www.blm.gov/epl-front-office/projects/nepa/5251/42462/45213/NPR-A\\_FINAL\\_ROD\\_2-21-13.pdf](https://www.blm.gov/epl-front-office/projects/nepa/5251/42462/45213/NPR-A_FINAL_ROD_2-21-13.pdf).

of carbon across carbon pools in the project area, and the ongoing activities and trends. In addressing biogenic GHG emissions, resource management agencies should include a comparison of estimated net GHG emissions and carbon stock changes that are projected to occur with and without implementation of proposed land or resource management actions.<sup>68</sup> This analysis should take into account the GHG emissions, carbon sequestration potential, and the changes in carbon stocks that are relevant to decision making in light of the proposed actions and timeframes under consideration.

One example of agencies dealing with biogenic emissions and carbon sequestration arises when agencies consider proposed vegetation management practices that affect the risk of wildfire, insect and disease outbreak, or other disturbance. The public and the decision maker may benefit from consideration of the influence of a vegetation management action that affects the risk of wildfire on net GHG emissions and carbon stock changes. NEPA reviews should consider whether to include a comparison of net GHG emissions and carbon stock changes that are anticipated to occur, with and without implementation of the proposed vegetation management practice, to provide information that is useful to the decision maker and the public to distinguish between alternatives. The analysis would take into account the estimated GHG emissions (biogenic and fossil), carbon sequestration potential, and the net change in carbon stocks relevant in light of the proposed actions and timeframes under consideration. In such cases the agency should describe the basis for estimates used to project the probability or likelihood of occurrence or changes in the effects or severity of wildfire. Where such

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<sup>68</sup> One example of a tool for such calculations is the Carbon On Line Estimator (COLE), which uses data based on USDA Forest Service Forest Inventory & Analysis and Resource Planning Assessment data and other ecological data. COLE began as a collaboration between the National Council for Air and Stream Improvement, Inc. (NCASI) and USDA Forest Service, Northern Research Station. It currently is maintained by NCASI. It is available at <http://www.fs.usda.gov/ccrc/tools/cole>.



tools, methodologies, or data are not yet available, the agency should provide a qualitative analysis and its rationale for determining that the quantitative analysis is not warranted. As with any other analysis, the rule of reason and proportionality should be applied to determine the extent of the analysis.

CEQ acknowledges that Federal land and resource management agencies are developing agency-specific principles and guidance for considering biological carbon in management and planning decisions.<sup>69</sup> Such guidance is expected to address the importance of considering biogenic carbon fluxes and storage within the context of other management objectives and ecosystem service goals, and integrating carbon considerations as part of a balanced and comprehensive program of sustainable management, climate change mitigation, and climate change adaptation.

#### IV. TRADITIONAL NEPA TOOLS AND PRACTICES

##### A. Scoping and Framing the NEPA Review

To effectuate integrated decision making, avoid duplication, and focus the NEPA review, the CEQ Regulations provide for scoping.<sup>70</sup> In scoping, the agency determines the issues that the NEPA review will address and identifies the impacts related to the proposed action that the analyses will consider.<sup>71</sup> An agency can use the scoping process to help it determine whether analysis is relevant and, if so, the extent of analysis

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<sup>69</sup> See Council on Climate Change Preparedness and Resilience, *Priority Agenda Enhancing the Climate Resilience of America's Natural Resources*, at 52 (Oct. 2014), available at [http://www.whitehouse.gov/sites/default/files/docs/enhancing\\_climate\\_resilience\\_of\\_americas\\_natural\\_resources.pdf](http://www.whitehouse.gov/sites/default/files/docs/enhancing_climate_resilience_of_americas_natural_resources.pdf).

<sup>70</sup> See 40 CFR 1501.7 (“There shall be an early and open process for determining the scope of issues to be addressed and for identifying the significant issues related to a proposed action. This process shall be termed scoping.”); see also CEQ Memorandum for Heads of Federal Departments and Agencies, *Improving the Process for Preparing Efficient and Timely Environmental Reviews under the National Environmental Policy Act*, March 6, 2012, available at [https://ceq.doe.gov/current\\_developments/docs/Improving\\_NEPA\\_Efficiencies\\_06Mar2012.pdf](https://ceq.doe.gov/current_developments/docs/Improving_NEPA_Efficiencies_06Mar2012.pdf) (the CEQ Regulations explicitly require scoping for preparing an EIS, however, agencies can also take advantage of scoping whenever preparing an EA).

<sup>71</sup> See 40 CFR 1500.4(b), 1500.4(g), 1501.7.

appropriate for a proposed action.<sup>72</sup> When scoping for the climate change issues associated with the proposed agency action, the nature, location, timeframe, and type of the proposed action and the extent of its effects will help determine the degree to which to consider climate projections, including whether climate change considerations warrant emphasis, detailed analysis, and disclosure.

Consistent with this guidance, agencies may develop their own agency-specific practices and guidance for framing the NEPA review. Grounded on the principles of proportionality and the rule of reason, such aids can help an agency determine the extent to which an analysis of GHG emissions and climate change impacts should be explored in the decision-making process and will assist in the analysis of the no action and proposed alternatives and mitigation.<sup>73</sup> The agency should explain such a framing process and its application to the proposed action to the decision makers and the public during the NEPA review and in the EA or EIS document.

#### B. Frame of Reference

When discussing GHG emissions, as for all environmental impacts, it can be helpful to provide the decision maker and the public with a recognizable frame of reference for comparing alternatives and mitigation measures. Agencies should discuss relevant approved federal, regional, state, tribal, or local plans, policies, or laws for GHG emission reductions or climate adaptation to make clear whether a proposed project's

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<sup>72</sup> See 40 CFR 1501.7 (The agency preparing the NEPA analysis must use the scoping process to, among other things, determine the scope and identify the significant issues to be analyzed in depth) and CEQ, *Memorandum for General Counsels, NEPA Liaisons, and Participants in Scoping*, April 30, 1981, available at <https://ceq.doe.gov/nepa/regs/scope/scoping.htm>.

<sup>73</sup> See, e.g., Matthew P. Thompson, Bruce G. Marcot, Frank R. Thompson, III, Steven McNulty, Larry A. Fisher, Michael C. Runge, David Cleaves, and Monica Tomosy, *The Science of Decisionmaking Applications for Sustainable Forest and Grassland Management in the National Forest System* (2013), available at [http://www.fs.fed.us/rm/pubs\\_other/rmrs\\_2013\\_thompson\\_m004.pdf](http://www.fs.fed.us/rm/pubs_other/rmrs_2013_thompson_m004.pdf); U.S. Forest Service Comparative Risk Assessment Framework And Tools, available at [http://www.fs.fed.us/psw/topics/fire\\_science/craft/craft/](http://www.fs.fed.us/psw/topics/fire_science/craft/craft/); and Julien Martin, Michael C. Runge, James D. Nichols, Bruce C. Lubow, and William L. Kendall, *Structured decision making as a conceptual framework to identify thresholds for conservation and management* (2009), *Ecological Applications* 19:1079–1090, available at <http://www.esajournals.org/doi/abs/10.1890/08-0255.1>.

GHG emissions are consistent with such plans or laws.<sup>74</sup> For example, the Bureau of Land Management has discussed how agency actions in California, especially joint projects with the State, may or may not facilitate California reaching its emission reduction goals under the State's Assembly Bill 32 (Global Warming Solutions Act).<sup>75</sup> This approach helps frame the policy context for the agency decision based on its NEPA review.

### C. Incorporation by Reference

Incorporation by reference is of great value in considering GHG emissions or where an agency is considering the implications of climate change for the proposed action and its environmental effects. Agencies should identify situations where prior studies or NEPA analyses are likely to cover emissions or adaptation issues, in whole or in part. When larger scale analyses have considered climate change impacts and GHG emissions, calculating GHG emissions and carbon stocks for a specific action may provide only limited information beyond the information already collected and considered in the larger scale analyses. The NEPA reviews for a specific action can incorporate by reference earlier programmatic studies or information such as management plans, inventories, assessments, and research that consider potential changes in carbon stocks, as well as any relevant programmatic NEPA reviews.<sup>76</sup>

Accordingly, agencies should use the scoping process to consider whether they should incorporate by reference GHG analyses from other programmatic studies, action

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<sup>74</sup> See 40 CFR 1502.16(c), 1506.2(d) (where an inconsistency exists, agencies should describe the extent to which the agency will reconcile its proposed action with the plan or law). See also Exec. Order No. 13693, 80 Fed. Reg. 15869 (Mar. 25, 2015) (establishing GHG emission and related goals for agency facilities and operations. Scope 1, 2, and 3 emissions are typically separate and distinct from analyses and information used in an EA or EIS.).

<sup>75</sup> See, e.g., U.S. Bureau of Land Management, Desert Renewable Energy Conservation Plan Proposed Land Use Plan Amendment and Final Environmental Impact Statement, Vol. I, § I.3.3.2, at 12, available at <http://drecp.org/finaldrecp/>.

<sup>76</sup> See 40 CFR 1502.5, 1502.21.

specific NEPA reviews, or programmatic NEPA reviews to avoid duplication of effort. Furthermore, agencies should engage other agencies and stakeholders with expertise or an interest in related actions to participate in the scoping process to identify relevant GHG and adaptation analyses from other actions or programmatic NEPA documents.

#### D. Using Available Information

Agencies should make decisions using current scientific information and methodologies. CEQ does not expect agencies to fund and conduct original climate change research to support their NEPA analyses or for agencies to require project proponents to do so. Agencies should exercise their discretion to select and use the tools, methodologies, and scientific and research information that are of high quality and available to assess the impacts.<sup>77</sup>

Agencies should be aware of the ongoing efforts to address the impacts of climate change on human health and vulnerable communities.<sup>78</sup> Certain groups, including children, the elderly, and the poor, are more vulnerable to climate-related health effects, and may face barriers to engaging on issues that disproportionately affect them. CEQ recommends that agencies periodically engage their environmental justice experts, and the Federal Interagency Working Group on Environmental Justice,<sup>79</sup> to identify approaches to avoid or minimize impacts that may have disproportionately high and

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<sup>77</sup> See 40 CFR 1502.24 (requiring agencies to ensure the professional and scientific integrity of the discussions and analyses in environmental impact statements).

<sup>78</sup> USGCRP, *The Impacts of Climate Change on Human Health in the United States: A Scientific Assessment* (Apr. 2016), available at <https://health2016.globalchange.gov/downloads>.

<sup>79</sup> For more information on the Federal Interagency Working Group on Environmental Justice co-chaired by EPA and CEQ, see <http://www.epa.gov/environmentaljustice/interagency/index.html>.

adverse human health or environmental effects on minority and low-income populations.<sup>80</sup>

E. Programmatic or Broad-Based Studies and NEPA Reviews

Agency decisions can address different geographic scales that can range from the programmatic or landscape level to the site- or project-specific level. Agencies sometimes conduct analyses or studies that are not NEPA reviews at the national level or other broad scale level (e.g., landscape, regional, or watershed) to assess the status of one or more resources or to determine trends in changing environmental conditions.<sup>81</sup> In the context of long-range energy, transportation, and resource management strategies an agency may decide that it would be useful and efficient to provide an aggregate analysis of GHG emissions or climate change effects in a programmatic analysis and then incorporate by reference that analysis into future NEPA reviews.

A tiered, analytical decision-making approach using a programmatic NEPA review is used for many types of Federal actions<sup>82</sup> and can be particularly relevant to addressing proposed land, aquatic, and other resource management plans. Under such an approach, an agency conducts a broad-scale programmatic NEPA analysis for decisions such as establishing or revising USDA Forest Service land management plans, Bureau of Land Management resource management plans, or Natural Resources Conservation Service conservation programs. Subsequent NEPA analyses for proposed site-specific

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<sup>80</sup> *President's Memorandum for the Heads of All Departments and Agencies, Executive Order on Federal Actions to Address Environmental Justice in Minority and Low-Income Populations* (Feb. 11, 1994), available at <https://ceq.doe.gov/nepa/regs/eos/ii-5.pdf>; CEQ, *Environmental Justice Guidance Under the National Environmental Policy Act*, available at <https://ceq.doe.gov/nepa/regs/ej/justice.pdf>.

<sup>81</sup> Such a programmatic study is distinct from a programmatic NEPA review which is appropriate when the action under consideration is itself subject to NEPA requirements. See CEQ, *Memorandum for Heads of Federal Departments and Agencies, Effective Use of Programmatic NEPA Reviews*, Dec. 18, 2014, § 1(A), p. 9, available at [https://www.whitehouse.gov/sites/default/files/docs/effective\\_use\\_of\\_programmatic\\_nepa\\_reviews\\_final\\_dec2014\\_searchable.pdf](https://www.whitehouse.gov/sites/default/files/docs/effective_use_of_programmatic_nepa_reviews_final_dec2014_searchable.pdf) (discussing non-NEPA types of programmatic analyses such as data collection, assessments, and research, which previous NEPA guidance described as joint inventories or planning studies).

<sup>82</sup> See 40 CFR 1502.20, 1508.28. A programmatic NEPA review may be appropriate when a decision is being made that is subject to NEPA, such as establishing formal plans, programs, and policies, and when considering a suite of similar projects.

decisions – such as proposed actions that implement land, aquatic, and other resource management plans – may be tiered from the broader programmatic analysis, drawing upon its basic framework analysis to avoid repeating analytical efforts for each tiered decision. Examples of project- or site-specific actions that may benefit from being able to tier to a programmatic NEPA review include: constructing transmission lines; conducting prescribed burns; approving grazing leases; granting rights-of-way; issuing leases for oil and gas drilling; authorizing construction of wind, solar or geothermal projects; and approving hard rock mineral extraction.

A programmatic NEPA review may also serve as an efficient mechanism in which to assess Federal agency efforts to adopt broad-scale sustainable practices for energy efficiency, GHG emissions avoidance and emissions reduction measures, petroleum product use reduction, and renewable energy use, as well as other sustainability practices.<sup>83</sup> While broad department- or agency-wide goals may be of a far larger scale than a particular program, policy, or proposed action, an analysis that informs how a particular action affects that broader goal can be of value.

#### F. Monetizing Costs and Benefits

NEPA does not require monetizing costs and benefits. Furthermore, the weighing of the merits and drawbacks of the various alternatives need not be displayed using a monetary cost-benefit analysis and should not be when there are important qualitative considerations.<sup>84</sup> When an agency determines that a monetized assessment of the impacts of greenhouse gas emissions or a monetary cost-benefit analysis is appropriate and

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<sup>83</sup> See Exec. Order No. 13693, 80 Fed. Reg. 15869 (Mar. 25, 2015).

<sup>84</sup> See 40 CFR 1502.23.

relevant to the choice among different alternatives being considered, such analysis may be incorporated by reference<sup>85</sup> or appended to the NEPA document as an aid in evaluating the environmental consequences.<sup>86</sup> For example, a rulemaking could have useful information for the NEPA review in an associated regulatory impact analysis which could be incorporated by reference.<sup>87</sup> When using a monetary cost-benefit analysis, just as with tools to quantify emissions, the agency should disclose the assumptions, alternative inputs, and levels of uncertainty associated with such analysis. Finally, if an agency chooses to monetize some but not all impacts of an action, the agency providing this additional information should explain its rationale for doing so.<sup>88</sup>

## V. CONCLUSION AND EFFECTIVE DATE

Agencies should apply this guidance to all new proposed agency actions when a NEPA review is initiated. Agencies should exercise judgment when considering whether to apply this guidance to the extent practicable to an on-going NEPA process. CEQ does not expect agencies to apply this guidance to concluded NEPA reviews and actions for

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<sup>85</sup> See 40 CFR 1502.21 (material may be cited if it is reasonably available for inspection by potentially interested persons within the time allowed for public review and comment).

<sup>86</sup> When conducting a cost-benefit analysis, determining an appropriate method for preparing a cost-benefit analysis is a decision left to the agency's discretion, taking into account established practices for cost-benefit analysis with strong theoretical underpinnings (for example, see OMB Circular A-4 and references therein). For example, the Federal social cost of carbon (SCC) estimates the marginal damages associated with an increase in carbon dioxide emissions in a given year. Developed through an interagency process committed to ensuring that the SCC estimates reflect the best available science and methodologies and used to assess the social benefits of reducing carbon dioxide emissions across alternatives in rulemakings, it provides a harmonized, interagency metric that can give decision makers and the public useful information for their NEPA review. For current Federal estimates, see Interagency Working Group on Social Cost of Carbon, United States Government, *Technical Support Document: Technical Update of the Social Cost of Carbon for Regulatory Impact Analysis Under Executive Order 12866* (revised July 2015), available at <https://www.whitehouse.gov/omb/oira/social-cost-of-carbon>.

<sup>87</sup> For example, the regulatory impact analysis was used as a source of information and aligned with the NEPA review for Corporate Average Fuel Economy (CAFE) standards, see National Highway Traffic Safety Administration, Corporate Average Fuel Economy Standards, Passenger Cars and Light Trucks, Model Years 2017-2025, Final Environmental Impact Statement, Docket No. NHTSA-2011-0056 (July 2012), § 5.3.2, available at <http://www.nhtsa.gov/Laws+&+Regulations/CAFE+-+Fuel+Economy/Environmental+Impact+Statement+for+CAFE+Standards,+2017-2025>.

<sup>88</sup> For example, the information may be responsive to public comments or useful to the decision maker in further distinguishing between alternatives and mitigation measures. In all cases, the agency should ensure that its consideration of the information and other factors relevant to its decision is consistent with applicable statutory or other authorities, including requirements for the use of cost-benefit analysis.

which a final EIS or EA has been issued. Agencies should consider applying this guidance to projects in the EIS or EA preparation stage if this would inform the consideration of differences between alternatives or address comments raised through the public comment process with sufficient scientific basis that suggest the environmental analysis would be incomplete without application of the guidance, and the additional time and resources needed would be proportionate to the value of the information included.

# # #



June 17, 2020

Kevin Ringwald  
Planning & Development Director  
City of Chaska  
1 City Hall Plaza  
Chaska, MN 55318

**RE: City of Chaska Environmental Assessment Worksheet (EAW) – Oak Ridge Development**  
Metropolitan Council Review No. 22451-1  
Metropolitan Council District No. 4

Dear Mr. Ringwald:

The Metropolitan Council received the EAW for the Oak Ridge Development project in the City of Chaska on May 15, 2020. The proposed project is located in northern Chaska at 1 Oakridge Drive. The proposed development consists of approximately 64 acres with 166,000 square feet of commercial retail and up to 498 units of multi-family and senior living.

Staff finds this EAW to be incomplete. Consequently, we are unable to determine at this time whether the project is in conformity with regional system plans and whether an EIS may be needed. We encourage you to withdraw and republish the EAW with the missing data, or to issue a supplemental EAW to address the missing data.

**Item 11. Water Resources** (*Lanya Ross, 651-602-1803*)

Additional information about future water demand is needed before Council staff can determine whether the proposed project will have an impact on the local water supply plan. Although this project proposes to rely entirely on the City of Chaska to provide water to an existing conference center and recreation facilities in addition to another 166,000 square feet of commercial retail and up to 498 residential units, the EAW does not include any estimate of additional water demand. Without this information, it is unclear what impact the proposed project will have on the City's water supply infrastructure. Understanding potential water demand would also be useful to consider in the context of the City's water sources, which may have limitations. MN statute (Minn. Stat. § 103G.271, subd. 4a) limits the use of the Mt. Simon-Hinckley aquifer for not-essential purposes, and drift aquifers may be more vulnerable to contamination and are less certain in extent and productivity.

**Item 12. Contamination/Hazardous Materials/Wastes** (*Lanya Ross, 651-602-1803*)

Information about proposed fuel station location is needed before Council staff can comment on changed risk to municipal drinking water sources. The EAW notes that three underground fuel storage tanks are proposed within the retail lot, but no other detail about the location is provided. It is unclear whether the proposed underground fuel storage tanks are located within the moderately vulnerable Drinking Water Supply Management Area or not. Please provide additional information to determine the potential risk to drinking water supplies.

We also offer the following comments for your consideration.

**Forecasts** (*Todd Graham, 651-602-1322*)

The site is a small part of TAZ #369. The City's TAZ allocation, submitted with its draft 2040 Plan, expects growth of 21 households, 130 population, and 270 jobs during 2020-2040. Should this development proceed, the TAZ #369 allocation for 2030 and 2040 must be increased. Council staff recommend adding 500 households and 600 population on top of the current allocation. The increase can be offset with reductions in zones elsewhere in Chaska. A forecast change to the City total is not necessary at this time. The TAZ table can be revised through correspondence with Council staff, separate from a formal review process.

**Item 6. Project Description** (*Todd Graham, 651-602-1322*)

The EAW contains inconsistencies in the proposed project description. The information in Item 6 describes a development with commercial buildings (totaling 166,000 square feet of floorspace) and a residential complex with 498 multi-family and senior housing units. This number is consistent with the Conceptual Site Plan in Attachment 1. However, it does not address the multiple residential buildings depicted in the site plan. Additionally, Figure 7 identifies four residential complexes with a total of 616 units. If multiple scenarios are under consideration, this should be clarified. Otherwise, the information in the EAW needs to be corrected to reflect the correct numbers.

**Item 9. Land Use** (*Raya Esmaeili, 651-602-1616*)

The EAW states that the site's planned land use is Business Park, as identified in the City's 2040 Comprehensive Plan (Plan). Although this statement is accurate, given that the 2040 Plan is currently under review by the Council, the 2030 Plan is the adopted comprehensive plan in effect. While, the 2030 Plan also guides the site as Business Park, the EAW needs to reference the 2030 Plan as the adopted Plan.

The EAW proposes 498 (or 616) housing units on this site. However, the land use guiding of Business Park does not allow for any residential development. Therefore, the proposed project is not consistent with the planned land use of this site. Since Chaska's 2040 Plan is currently under review, depending on local public hearing protocols the City can still revise the site's planned land use to ensure consistency and allow for all project components. Otherwise, following Council Plan authorization, the City can adopt the 2040 Plan as is and submit a comprehensive plan amendment at a later time to allow for the development of this project to move forward. Contact Council staff for assistance.

Moreover, the EAW acknowledges that the existing conference center and hotel may be repurposed into office, institutional, and/or other uses. Depending on the final repurposing, additional changes to the draft 2040 Plan including land use guiding or land use category descriptions may need revisions.

**Item 9a. Land Use – Parks and Trails** (*Colin Kelly, 651-602-1361*)

The EAW does not identify the Highway 41 and Twin Cities and Western Region Trail Search Corridors located directly south and east of the site. The Council's regional trail search corridors represent the proposed location of future expansions of the Regional Parks System and the specific routing of them has not yet been finalized. They also do not have Council-adopted master plans. The applicants should consider how the development may connect or integrate with a future regional trail near the site.

**Item 11. Water Resources** (Joe Mulcahy, 651-602-1104)

Several aspects of the proposed project, including the large amount of grading, areas of steep slopes, amount of impervious area, drainage to local lakes, and location partially within the North Chaska wellhead protection and drinking water supply management areas, could potentially result in significant impacts to water resources. Therefore, Council staff emphasizes the need to use all necessary best management practices in the planning and construction of this project to minimize these potential impacts.

**Item 11. Water Resources** (Lanya Ross, 651-602-1803)

As the site is developed, Council staff recommend looking for opportunities to promote water efficiency. Resources such as the Council's Water Conservation Toolbox (<https://metro council.org/Wastewater-Water/Planning/Water-Supply-Planning/Guidance-Planning-Tools/Water-Conservation/Toolbox.aspx>) and the University of Minnesota's Turfgrass Science Irrigation Resources (<https://turf.umn.edu/lawn-info/irrigation-resources>) may be useful.

**Item 11bii. Stormwater** (Cameran Bailey, 651-602-1212)

Council staff recommends that the developers and City consider incorporating green roofs into the site's proposed stormwater features to assist with stormwater retention and detention requirements. The Minnesota Pollution Control Agency's (MPCA) online "Stormwater Manual" ([https://stormwater.pca.state.mn.us/index.php/Green\\_roofs](https://stormwater.pca.state.mn.us/index.php/Green_roofs)) offers guidance for designing and calculating stormwater retention and detention values. Green roofs also increase the energy efficiency of buildings by adding a layer of insulation to the roof, which reduces operating and living costs for building owners and tenants.

**Item 13b. Fish, Wildlife, Plant Communities, and Sensitive Ecological Resources (Rare Features)** (Cameran Bailey, 651-602-1212)

The EAW states that there are no Regionally Significant Ecological Areas (RSEA) within the project site or within one mile of the site. However, according to the MN Department of Natural Resources' (DNR) RSEA database, the majority of the southern half of the site contains a "moderately" rated RSEA. This proposal may also be in conflict with the natural and environmental resource goals and policies in Chaska's draft 2040 Plan that states: "*Natural and environmental resources are protected for the benefit of the overall health of the community's natural and human environment.*" Council staff encourages the City to work with the developer on the details of the site plan to ensure protection of these resources.

**Item 16b. Vehicle Emissions** (Cameran Bailey, 651-602-1212)

Council staff recommends the adoption and integration of either electric vehicle charging infrastructure, or electric vehicle-ready charging infrastructure. City staff can find guidance in the Great Plains Institute's "Becoming Electric Vehicle Ready" (<https://www.driveelectricmn.org/becoming-ev-ready/>) guideline document.

**Item 20. Other Potential Environmental Effects** (Cameran Bailey, 651-602-1212)

- **Urban Heat Island (UHI) Effect**– The proposed development maintains the existing UHI effect, which increases the demand on the electrical grid to meet cooling load requirements, increases the cost of living due to higher cooling load demands, exacerbates the impacts of heat waves, and increases the vulnerability of the humans most at risk to such heat events—those 65 and older (MN Department of Health "MN Climate Change Vulnerability Assessment", <https://www.health.state.mn.us/communities/environment/climate/docs/mnclimvulnreport.pdf>, page 20). Increasing the site's impervious surface footprint by nearly 25 acres can be a substantial impact for a 64-acre project.

- The project proposer should consider mitigation of UHI effects by installing green roofs, cool roofs, planting and maintaining trees, incorporating trees into site design, and constructing cool, reflective, and permeable pavements (Metropolitan Council, “Keeping Our Cool: Extreme Heat in the Twin Cities Region”, <https://metro council.maps.arcgis.com/apps/MapJournal/index.html?appid=7d9cdd3929e9439bb5b25aa1186d5783>). Such measures would also be in line with the climate resilience and vulnerability action in Chaska’s draft 2040 Plan, which states: *“Consideration of vulnerabilities – and responses to those vulnerabilities – will strengthen our community’s ability to prepare for an respond to climate impacts, aging infrastructure, changing from a developing to a developed community, etc. The City should work to understand these needs and determine its role in meeting those needs.”*
- Greenhouse Gas (GHG) Mitigation – The proposed development will maintain a large electrical and natural gas density of consumption, which will continue to drive greenhouse gas emissions, which drive climate change, and the negative environmental impacts that come with it.
  - The project proposer should consider the integration of green roofs and trees into the site design as they increase energy efficiency, decrease operating and living costs, and decrease the consumption of electricity and natural gas on site.
  - The project proposer should consider the integration of solar photovoltaic (PV) systems into the rooftop design and utility of the proposed development, as well as into the surface parking lot design. Approximately 5 acres of surface parking can accommodate the development of 1 megawatt of solar electricity production. One megawatt of annual electricity production would meet the annual electricity needs of the 498 proposed units. Such implementation would be in line with an environmental resource policy in Chaska’s draft 2040 Plan, which states: *“Encourage the City, businesses, and residents to participate in renewable energy programs or install renewable energy systems.”*

This concludes the Council’s review of the EAW. The Council will not take formal action on the EAW. If you have any questions or need further information, please contact Raya Esmaeili, Principal Reviewer, at 651-602-1616.

Sincerely,



Angela R. Torres, AICP, Manager  
Local Planning Assistance

CC: Tod Sherman, Development Reviews Coordinator, MnDOT - Metro Division  
Deb Barber, Metropolitan Council District 4  
Raya Esmaeili, Sector Representative/Principal Reviewer/Reviews Coordinator

N:\CommDev\LPA\Communities\Chaska\Letters\Chaska 2020 Oak Ridge Development EAW Ok with Comments 22451-1.docx

June 2, 2020

Kevin Ringwald  
Community Development Director  
City of Chaska  
One City Hall Plaza  
Chaska, MN 55318-1962

SUBJECT: MnDOT Review # **EAW20-009**  
**Oak Ridge Development EAW**  
NE & NW Quad MN 41 (Hazeltine Blvd) & Chestnut Street  
Chaska, Carver County

Dear Mr. Ringwald:

Thank you for the opportunity to review the **Oak Ridge Development EAW**. MnDOT has reviewed the documents and has the following comments:

**Noise:**

MnDOT's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities having the authority to regulate land use shall take all reasonable measures to prevent the establishment of land use activities, listed in the MPCA's Noise Area Classification (NAC), anywhere that the establishment of the land use would result in immediate violations of established State noise standards.

MnDOT policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures in such developed areas. The project proposer is required to assess the existing noise situation and take the action deemed necessary to minimize the impact to the proposed development from any highway noise.

If you have any questions regarding MnDOT's noise policy please contact Natalie Ries in Metro District's Noise and Air Quality Unit at 651-234-7681 or [Natalie.Ries@state.mn.us](mailto:Natalie.Ries@state.mn.us).

An equal opportunity employer

***Water Resources:***

A Drainage Permit is required for any development that discharges stormwater to MnDOT right-of-way/drainage system. The permit applicant shall demonstrate that offsite runoff coming to MnDOT drainage system and/or right-of-way will not increase as a result of the proposed project.

The drainage permit application, including the information below, should be submitted online to:

<https://dotapp7.dot.state.mn.us/OLPA>

The following information must be submitted with the drainage permit application:

- 1) A grading plan showing existing and proposed contours.
- 2) Drainage area maps for the proposed project showing existing and proposed drainage areas. Any off-site areas that drain to the project area should also be included in the drainage area maps. The direction of flow for each drainage area must be indicated by arrows.
- 3) Drainage computations for pre and post construction conditions during the 2, 10, 50 and 100 year rain events.
- 4) Time of concentration calculations.
- 4) An electronic copy of any computer modeling used for the drainage computations.
- 5) See also the attached Drainage Permits Checklist for more information.

Once a drainage permit application is submitted, a thorough review will be completed and additional information may be requested.

For questions regards these comments, contact Jason Swenson, Metro Water Resources, at [jason.swenson@state.mn.us](mailto:jason.swenson@state.mn.us) or 651-234-7539.

***Permits:***

In addition to the permits mentioned above in Water Resources, any use of, or work within or affecting, MnDOT right of way will require a permit.

Permits can be applied for at this site: <https://olpa.dot.state.mn.us/OLPA/>.

Please direct questions regarding permit requirements to Buck Craig of MnDOT's Metro Permits Section at 651-234-7911 or [Buck.Craig@state.mn.us](mailto:Buck.Craig@state.mn.us).

***Review Submittal Options***

MnDOT's goal is to complete reviews within 30 calendar days. Review materials received electronically can be processed more rapidly. Do not submit files via a cloud service or SharePoint link. In order of preference, review materials may be submitted as:

1. Email documents and plans in PDF format to [metrodevreviews.dot@state.mn.us](mailto:metrodevreviews.dot@state.mn.us). Attachments may not exceed 20 megabytes per email. Documents can be zipped as well. If multiple emails are necessary, number each message.

MnDOT Metropolitan District, Waters Edge Building, 1500 County Road B2 West, Roseville, MN 55113



2. PDF file(s) uploaded to MnDOT's external shared internet workspace site at: <https://mft.dot.state.mn.us>. Contact MnDOT Planning development review staff at [metrodevreviews.dot@state.mn.us](mailto:metrodevreviews.dot@state.mn.us) for uploading instructions, and send an email listing the file name(s) after the document(s) has/have been uploaded.
3. Mailed or hand delivered documents in PDF format on a flash drive or CD-ROM to:  
MnDOT – Metro District Planning Section  
Development Reviews Coordinator  
1500 West County Road B-2  
Roseville, MN 55113
4. Printed documents via mail or hand delivery to the address above. Include one set of full-size plans.

If you have any questions concerning this review, please contact me at (651) 234-7797.

Sincerely,



Cameron Muhic  
Senior Planner

**Copy sent via E-Mail:**

Buck Craig, Permits  
Doug Nelson, Right-of-Way  
Diane Langenbach, Area Engineer  
Hailu Shekur, Water Resources  
Natalie Ries, Noise  
Russell Owen, Metropolitan Council

Lance Schowalter, Design  
Almin Ramic, Traffic  
Mohamoud Mire, Area Coordinator  
Jason Swenson, Water Resources  
Mackenzie Turner Borgen, Multimodal

June 16, 2020

Kevin Ringwald  
Community Development Director  
City of Chaska  
One City Hall Plaza  
Chaska, MN 55318

Re: Oak Ridge Development Environmental Assessment Worksheet

Dear Kevin Ringwald:

Thank you for the opportunity to review and comment on the Environmental Assessment Worksheet (EAW) for the Oak Ridge Development project (Project) in the city of Chaska, Carver County, Minnesota. The Project consists of 64-acre mixed-use development surrounding the Oak Ridge Hotel and Conference Center. Regarding matters for which the Minnesota Pollution Control Agency (MPCA) has regulatory responsibility or other interests, the MPCA staff has the following comments for your consideration.

**Water Resources (Item 11)**

*Surface Water*

- This section of the EAW contains a discussion of lakes within one mile of the Project area on the Impaired Waters List and states: "The four lakes are identified as aquatic recreation impaired use waters and a Total Maximum Daily Load (TMDL) study is required to determine additional nutrient impairments." Please note that the TMDL study for these lakes (among others) was completed earlier this year and can be found here: <https://www.pca.state.mn.us/sites/default/files/wq-iw7-51e.pdf>. All of these TMDL allocations require significant reductions for water quality standards to be met: "Overall needed P loading reductions range from 67% to 91% to meet state standards. Main emphases to reduce these loads includes landowner Best Management Practices, rough fish management, and urban stormwater management" as noted on page v of the TMDL report. For questions regarding the TMDL report, please contact Tim Schwarz at 651-757-2426 or [Timothy.Schwarz@state.mn.us](mailto:Timothy.Schwarz@state.mn.us).

- Chloride use creates significant impacts to surface water, groundwater, and soils. It is often fatal to wildlife. Chlorides are used to some extent in almost all developments, especially in northern climates. They are added for dust control, de-icing of driving and walking surfaces, and softening water among other uses.

Pervious surfaces for parking lots and sidewalks can reduce the need for chloride use and also reduce stormwater runoff. Centralized water softening systems can reduce chloride use and reduce the quantity of chlorides that enter surface waters via wastewater plants. These are important considerations when proposing any type of development that includes an increase in water use or hard surfaces.

Please provide some discussion as to ways that chloride will be used during the life of this Project, and ways that its use will be minimized or eliminated to protect soils, surface and groundwater, and wildlife.



*Wastewater*

- Design wastewater flow calculations should include average daily and peak flow.
- A map showing the connection to the city sewer and the sewer route to the wastewater treatment plant would be useful. This can be a high-level general view.
- A brief discussion of where the flow will ultimately be treated and the current capacity and design capacity of the wastewater treatment plant should be included. Questions regarding wastewater should be directed to Dave Sahli at 651-757-2687 or [David.Sahli@state.mn.us](mailto:David.Sahli@state.mn.us).

**Noise (Item 17)**

The MPCA appreciates that the Project proposer has identified that equipment used during construction will have working exhaust systems (including mufflers). In addition, we would recommend that construction take place during daytime hours (7:00 am to 10:00 pm), as is practicable. This is to ensure that noise stays below the state standards as much as possible for individuals residing in the existing hotel, which is classified under the strictest residential noise standards (Noise Area Classification 1). The NAC 1 standards are strictest during nighttime hours (10:00 pm to 7:00 am), to be protective of people resting. If the hotel is unoccupied during construction, or is no longer being used as a hotel, this comment would not apply. The MPCA does not foresee any issues with noise after the build-out of the proposed Project. For noise related questions, please contact Fawkes Char at 651-757-2327 or [Fawkes.Char@state.mn.us](mailto:Fawkes.Char@state.mn.us).

We appreciate the opportunity to review this Project. Please provide your specific responses to our comments and notice of decision on the need for an Environmental Impact Statement. Please be aware that this letter does not constitute approval by the MPCA of any or all elements of the Project for the purpose of pending or future permit action(s) by the MPCA. Ultimately, it is the responsibility of the Project proposer to secure any required permits and to comply with any requisite permit conditions. If you have any questions concerning our review of this EAW, please contact me by email at [Karen.kromar@state.mn.us](mailto:Karen.kromar@state.mn.us) or by telephone at 651-757-2508.

Sincerely,

*Karen Kromar*

Karen Kromar  
Project Manager  
Environmental Review Unit  
Resource Management and Assistance Division

KK:bt

cc: Dan Card, MPCA, St. Paul  
Tim Schwarz, MPCA, St. Paul  
David Sahli, MPCA, St. Paul  
Fawkes Char, MPCA, St. Paul

May 29, 2020

Kevin Ringwald  
Community Development Director  
City of Chaska  
One City Hall Plaza  
Chaska, MN 55318-1962

RE: EAW – Oak Ridge Development  
1 Oakridge Drive  
T116 R23 S20 & S21, Chaska, Carver County  
SHPO Number: 2020-0745

Dear Mr. Ringwald:

Thank you for providing this office with a copy of the Environmental Assessment Worksheet (EAW) for the above-referenced project.

We have reviewed the cultural resources survey report that was prepared for this project. Based on the results of the survey, as well as other information that is available to us at this time, we conclude that there are no properties listed in the National or State Registers of Historic Places, and no known or suspected archaeological properties in the area that will be affected by this project.

Please note that this comment letter does not address the requirements of Section 106 of the National Historic Preservation Act of 1966 and 36 CFR § 800. If this project is considered for federal financial assistance, or requires a federal permit or license, then review and consultation with our office will need to be initiated by the lead federal agency. Be advised that comments and recommendations provided by our office for this state-level review may differ from findings and determinations made by the federal agency as part of review and consultation under Section 106.

Please contact Kelly Gragg-Johnson, Environmental Review Specialist, at [kelly.graggjohnson@state.mn.us](mailto:kelly.graggjohnson@state.mn.us) if you have any questions regarding our review of this project.

Sincerely,



Sarah J. Beimers  
Environmental Review Program Manager

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MINNESOTA STATE HISTORIC PRESERVATION OFFICE

50 Sherburne Avenue ■ Administration Building 203 ■ Saint Paul, Minnesota 55155 ■ 651-201-3287

[mn.gov/admin/shpo](http://mn.gov/admin/shpo) ■ [mnshpo@state.mn.us](mailto:mnshpo@state.mn.us)



**DEPARTMENT OF THE ARMY**  
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT  
180 FIFTH STREET EAST, SUITE 700  
ST. PAUL, MN 55101-1678  
07/30/2020

Regulatory File No. MVP-2017-02473-EJW

RCS-RCA Oakridge, LLC  
c/o Robert Atkinson  
4354 Wooddale Ave.  
Minneapolis, Minnesota 55424

Dear Mr. Atkinson:

This letter is in response to correspondence we received from the City of Chaska Community Development regarding the Oak Ridge Development. This letter contains our initial comments on this project for your consideration. The purpose of this letter is to inform you that based on the Oak Ridge Development EAW for the project referenced above a Department of the Army (DA) permit would be required for your proposed activity. In lieu of a specific response, please consider the following general information concerning our regulatory program that may apply to the proposed project.

If the proposal involves discharge of dredged or fill material into waters of the United States, it may be subject to the Corps of Engineers' jurisdiction under Section 404 of the Clean Water Act (CWA Section 404). Waters of the United States include navigable waters, their tributaries, and adjacent wetlands (33 CFR § 328.3). CWA Section 301(a) prohibits discharges of dredged or fill material into waters of the United States, unless the work has been authorized by a Department of the Army permit under Section 404. Information about the Corps permitting process can be obtained online at <http://www.mvp.usace.army.mil/regulatory>.

The Corps evaluation of a Section 10 and/or a Section 404 permit application involves multiple analyses, including (1) evaluating the proposal's impacts in accordance with the National Environmental Policy Act (NEPA) (33 CFR part 325), (2) determining whether the proposal is contrary to the public interest (33 CFR § 320.4), and (3) in the case of a Section 404 permit, determining whether the proposal complies with the Section 404(b)(1) Guidelines (Guidelines) (40 CFR part 230).

If the proposal requires a Section 404 permit application, the Guidelines specifically require that "no discharge of dredged or fill material shall be permitted if there is a practicable alternative to the proposed discharge which would have less adverse impact on the aquatic ecosystem, so long as the alternative does not have other significant adverse environmental consequences" (40 CFR § 230.10(a)). Time and money spent on the proposal prior to applying for a Section 404 permit cannot be factored into the Corps' decision whether there is a less damaging practicable alternative to the proposal.

The project proposer may request a pre-application consultation meeting with the Corps to obtain information regarding the data, studies or other information that will be necessary for the permit evaluation process. A pre-application consultation meeting is strongly recommended if the proposal has substantial impacts to waters of the United States, or if it is a large or controversial project.

If the project proposer submits a permit application, we will assist in identifying aquatic resources that are not subject to Corps regulation to exclude those resources from the permit evaluation. A permit application should include this delineation, any subsequent revisions, and any state or local delineation approvals. You are advised that a permit or exemption from a state or local agency does not satisfy the requirement to obtain a Corps permit where one is needed.

If you have any questions, please contact me in our St. Paul office at (651) 290-5357 or [Eric.j.white@usace.army.mil](mailto:Eric.j.white@usace.army.mil). In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric White', with a stylized flourish at the end.

Eric White  
Project Manager

cc:  
City of Chaska  
c/o Kevin Ringwald,  
One City Hall Plaza  
Chaska, Minnesota 55318

## APPENDIX B

| Unit of Government                           | Type of Application                                     | Status                      |
|----------------------------------------------|---------------------------------------------------------|-----------------------------|
| US Army Corps of Engineers                   | Section 404 Permit                                      | To be submitted             |
| Minnesota Department of Health               | Well and Boring Sealing Record                          | To be submitted             |
|                                              | Watermain Extension Permit                              | To be submitted             |
| Minnesota Department of Natural Resources    | Temporary Dewatering Permit                             | To be submitted, if needed. |
| Minnesota Pollution Control Agency           | Demolition Permit                                       | To be submitted, if needed  |
|                                              | National Pollutant Discharge Elimination System (NPDES) | To be submitted             |
|                                              | Sanitary Sewer Extension Permit                         | To be submitted             |
| Minnesota Department of Labor and Industries | Utility Permit                                          | To be submitted             |
| Minnesota Department of Transportation       | Access Permit                                           | To be submitted             |
|                                              | Grading Permit                                          | To be submitted             |
|                                              | Drainage Permit                                         | To be submitted             |
|                                              | ROW Permit                                              | To be submitted             |
| City of Chaska                               | Demolition Permit                                       | To be submitted, if needed  |
|                                              | Development Approval                                    | To be submitted             |
|                                              | Building Permit                                         | To be submitted             |
|                                              | Grading Permit                                          | To be submitted             |
|                                              | Wetland Conservation Act Replacement Plan Application   | To be submitted             |
|                                              | EIS Need Decision                                       | In process                  |
| Carver County Water Management Organization  | Stormwater Management Plan Review                       | To be submitted             |

## APPENDIX C

## Oak Ridge Development

### Estimated Sewer Flow Summary Based on Current Site Plan

Using SAC Calculator

| Use                        | Units/SF | SACS    |
|----------------------------|----------|---------|
| Retail                     | 161,000  | 54      |
| Multi family Housing       | 100      | 100     |
| Assisted Living            | 104      | 52      |
| Senior Apts                | 266      | 193     |
| Gas Station                | 1500     | 2       |
| Hotel Rooms                | 145      | 73      |
| Convention Center          | 71000    | 42      |
| Restaurant                 | 21,800   | 73      |
|                            |          |         |
| Total SACS                 |          | 589     |
| 1SAC = 274 gpd             |          |         |
| Total Estimated Flow (gdp) |          | 161,386 |



## Oak Ridge Development

### Estimated Water Flow Summary Based on Current Site Plan

| Use                            | Units/SF | SACS    |
|--------------------------------|----------|---------|
| Retail                         | 161,000  | 54      |
| Multi family Housing           | 100      | 100     |
| Assisted Living                | 104      | 52      |
| Sneior Apts                    | 266      | 193     |
| Gas Station                    | 1500     | 2       |
| Hotel Rooms                    | 145      | 73      |
| Convention Center              | 71000    | 42      |
| Restaurant                     | 21,800   | 73      |
|                                |          |         |
| Total SACS                     |          | 589     |
| Water Demand is 1.25 SAC units |          |         |
| Total Estimated Flow (gdp)     |          | 201,733 |

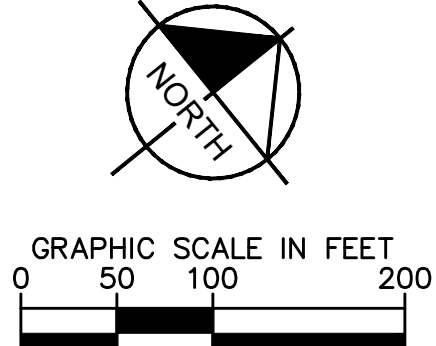
## APPENDIX D





## LEGEND

|                                                                                     |                   |
|-------------------------------------------------------------------------------------|-------------------|
|  | SIDEWALK          |
|  | STEEP SLOPES      |
|  | OPEN/ GREEN SPACE |



CHASKA

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

SCALE AS SHOWN

DESIGNED BY CPC, APK

DRAWN BY CPC, APK

160129000

DATE 08/03/2020

MN

MICHAEL C. BRANDT



**Kimley»»Horn**

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PHONE: 651-645-4197  
WWW.KIMLEY-HORN.COM

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
|-----|-----------|------|----|



# REQUEST FOR ACTION CHASKA CITY COUNCIL 08/17/2020

**Subject:** 2040 Comprehensive Plan

Applicant: City of Chaska

Case No.: 2018-34

Synopsis: Applicant seeks formal adoption of the 2040 Comprehensive Plan

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution approving the request

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## **BACKGROUND**

The Comprehensive Plan is mandated by State Statute as well as the Metropolitan Council. It provides direction for regional planning to ensure that regional goals are met across the Twin Cities. Some of these goals include affordable housing, multi-modal transportation connections, population density goals, and proper sanitary sewer infrastructure to help accommodate planned development and land use goals. The Metropolitan Council requires cities to update their Comprehensive Plans every 10 years, as they are intended to guide a community's development and infrastructure improvements and land use guidelines.

The City with the assistance of our principal land use consultant Hoisington Koegler Group has been working on the update to the 2040 Comprehensive Plan. In August and October of 2018, the Planning Commission held work sessions to discuss the update as they related to land use and housing. Also, in September of 2018, staff held a Public Open House to discuss similar issues with the public.

The City does have a 2030 Comprehensive Plan that it has been working under for the past 10 years. Because of the hard work done on the 2030 Comprehensive Plan and the Southwest Chaska Plan completed in 2013 and subsequently adopted in 2016 by the MetCouncil, the 2040 Comprehensive Plan differs very little.

In November 2018, the City Council adopted a resolution (Res No. 2018-138) approving the 2040 Comprehensive Plan Update and authorized its release for adjacent communities' review. Since that time the City has had their 6-month review period, which ended on May 31, 2019. Minor changes have been made since the November approvals. All documents can be viewed on the City's website here: <https://www.chaskamn.com/605/2040-Comprehensive-Plan>

The 2040 Comprehensive Plan was approved by the City Council on June 17, 2019 to submit for MetCouncil review. The MetCouncil has reviewed it and required a couple minor revisions. They have since approved the final plan at their August 12<sup>th</sup>, 2020 meeting. The next and final step in the process is for the City to formally adopt the plan.

## **CITY COUNCIL ACTION REQUESTED**

Adopt Resolution No. 2020-66 adopting the 2040 Comprehensive Plan.

**CITY OF CHASKA  
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE **AUGUST 17, 2020** RESOLUTION NO. **2020-66**

MOTION BY COUNCILMEMBER \_\_\_\_\_ SECOND BY COUNCILMEMBER \_\_\_\_\_

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**A Resolution Adopting the 2040 Comprehensive Plan**

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WHEREAS, Minnesota State Statutes requires that cities review and revise their Comprehensive Plans for consistency with Metropolitan Council policy plans;

WHEREAS, in August and October of 2018, the Planning Commission held work sessions to discuss the update as they related to land use and housing; and

WHEREAS, in September of 2018, staff held a Public Open House to discuss similar issues with the public; and

WHEREAS, because of the hard work done on the 2030 Comprehensive Plan, Downtown Master Plan in 2012, and the Southwest Chaska Plan completed in 2013 and subsequently adopted in 2016 by the MetCouncil, the 2040 Comprehensive Plan differs very little; and

WHEREAS, it extends many of the goals from the 2030 Plan and SW Chaska Plan and creates policies that get to those goals; and

WHEREAS, in November 2018, the City Council adopted a resolution (Res No. 2018-138) approving the 2040 Comprehensive Plan Update and authorized its release for adjacent communities' review; and

WHEREAS, since that time the City has had their 6-month review period, which ended on May 31, 2019; and

WHEREAS, the City Council held a public hearing to approve the 2040 Comprehensive Plan at their June 17, 2019 meeting and approve the submittal for MetCouncil review; and

WHEREAS, MetCouncil has since approved the final plan at their August 12th, 2020 meeting; and

WHEREAS, the next and final step in the process is for the City to formally adopt the plan; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Chaska adopts the 2040 Comprehensive Plan.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 17<sup>th</sup> day of August, 2020.

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Mayor Mark Windschitl

Attest: \_\_\_\_\_  
Chaska Deputy Clerk

# REQUEST FOR ACTION CHASKA CITY COUNCIL 8/17/2020

**Subject: Creek Road Trunk Sewer Extension Street and Utility Improvements – Phase 4 Feasibility Study**

Prepared By: Matt Clark, City Engineer

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In April of this year the Council held a work session to discuss the overall transportation system and trunk utilities that are planned to not only support the residential areas that are actively developing east of TH 212 in southwest Chaska but also the creation of over 400 acres of future development areas guided in the City's comprehensive plan as commercial/industrial development located west of TH 212 in southwest Chaska. In order for the commercial/industrial business park areas to be considered for future development it requires the installation of trunk sewer and water utilities along Creek Road. The 1.25 mile trunk sewer extension along Creek Road that was discussed with City Council will not only support development growth for the future industrial park but will also serve as the major extension of trunk sewer for annexation areas planned well into the future for the City.

Chaska's comprehensive transportation system planned in southwest combined with the new interchange located at trunk highway 212 and County State Aid Highway 44 provide not only the collector roads to support the area growth planned, but also a new access off of highway 212 which provides a regional connection into historic downtown along the CSAH 44. The direction that was provided to staff based on all of the factors that weighed into the discussion was to move forward with evaluating the feasibility for a project that would involve extension of trunk sewer and water main utilities along a portion of Creek Road to serve the planned commercial/industrial area west of TH 212 and also to convert the portion of roadway that does not provide immediate access to properties to a regional/local trail. The attached exhibit shows the general proposed scope of improvements that are being evaluated in the feasibility study.

The timing of the commercial/industrial development remains unknown yet a project feasibility study is needed in order to understand the main components that will affect schedule of extending the trunk sewer and bridge replacements along the corridor. Although somewhat independent the report intends to provide further clarity on wetland and creek impacts, grading, easements, right of way, along with project costs for the improvements to move forward. Once the project costs are known staff will be presenting the information for Council's review and direction on how to best manage project funding. The project will involve property owner assessments which would be consistent with the initial trunk sewer and street improvements that have occurred previously. Since the improvements that are planned along Creek Road do not include a property owner petition, the attached resolution needs to be approved specifying the City Council as the project initiator.

**CITY COUNCIL ACTION REQUESTED**

**Motion to approve Resolution No. 2020-69 ordering preparation of the feasibility study for the Creek Road Trunk Sewer Extension Street and Utility Improvements – Phase 4 Project.**



**CITY OF CHASKA  
CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE** AUGUST 17, 2020 **RESOLUTION NO.** 2020-69

**MOTION BY COUNCILMEMBER** \_\_\_\_\_ **SECOND BY COUNCILMEMBER** \_\_\_\_\_

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**A Resolution Ordering Preparation of a Feasibility Report for the  
Creek Road Trunk Sewer Extension Street and Utility Improvements – Phase 4**

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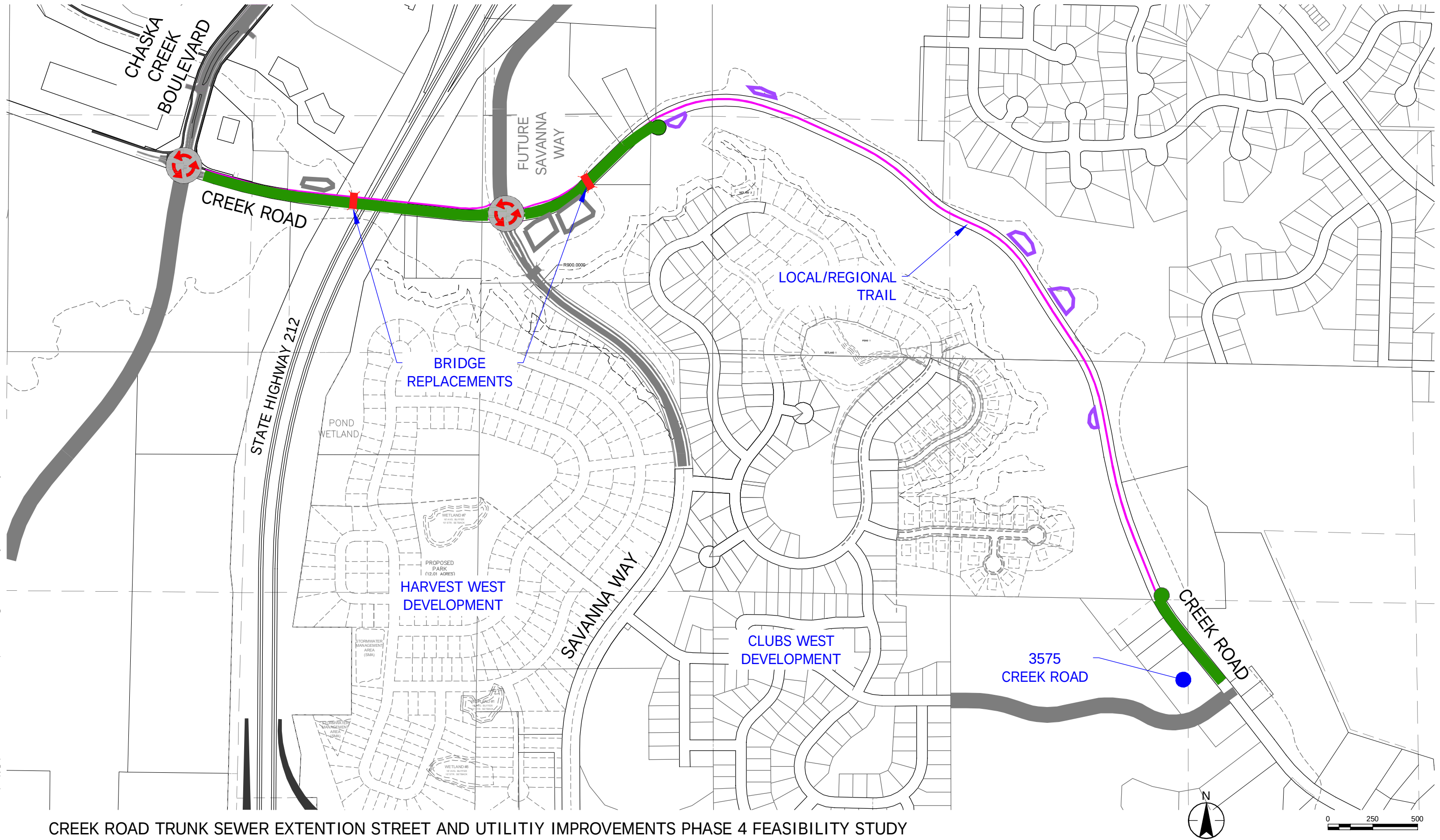
**WHEREAS,** it is proposed to improve: Creek Road, between property address 3575 Creek Road extending approximately one and a half miles toward the future collector road designated as Chaska Creek Boulevard as noted on the attached Exhibit A, attached hereto and made a part hereof, and to assess the benefited property for a portion of the improvement, pursuant to Minnesota statutes, Chapter 429.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Chaska, Minnesota, that the proposed improvement be referred to City Engineer/Stantec for study and they are instructed to prepare a feasibility study advising if the proposed improvement is necessary, cost-effective, and feasible; the estimated cost of the improvement as recommended; and, a description of the methodology used to calculate individual assessments for affected parcels.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 17th day of August 2020.

\_\_\_\_\_  
Mark Windschitl, Mayor

Attest: \_\_\_\_\_  
Chaska Deputy Clerk



CREEK ROAD TRUNK SEWER EXTENTION STREET AND UTILITIY IMPROVEMENTS PHASE 4 FEASIBILITY STUDY

CITY OF CHASKA, MN  
CREEK ROAD IMPROVEMENT  
Adopt Resolution 2020-69, Creek...

FIGURE 1







# REQUEST FOR ACTION CHASKA CITY COUNCIL 08/17/2020

**Subject: Approving Issuance of Governmental Refunding Bonds by the Carver County Community Development Agency, Series 2020B**

Prepared By: Noel Graczyk, Administrative Services Director

## **Overview**

The Carver County Community Development Agency, Minnesota (CCCD) has requested that the City of Chaska continue with its General Obligation (G.O.) pledge to CCCD as the CCCD prepares to issue Governmental Refunding Bonds, Series 2020B.

This proposed refunding will refund outstanding bonds originally issued by the CCCD as Governmental Refunding Bonds (City of Chaska, Minnesota – Unlimited Tax General obligation), Series 2010. The Series 2010 bonds refunded Series 2000 Bonds issued by the CCCD for the Brickyard Apartment Project in Chaska. The structure of the proposed refunding captures economic savings by reducing future interest costs through 2040, the final maturity of the current bonds. This refunding is being issued as a current refunding and can therefore be issued on a tax-exempt basis.

Both the CCCD and the City use Baker Tilly Municipal Advisors, LLC (BTMA), as their Municipal Advisor. To avoid any potential conflict of interests, two separate Municipal Advisors from BTMA, one for the CCCD (Ms. Kathy Aho) and one for the City of Chaska (Mr. David MacGillivray), have advised each issuing party separately concerning this refunding. Both Municipal Advisors are precluded from discussing with each other this proposed refunding. Each MA can then represent the sole interest of their client.

The following is an overview of the estimated savings generated by this refunding.

## **\$2,280,000 Governmental Refunding Bonds (City of Chaska, Minnesota – Unlimited Tax General Obligation), Series 2020B**

This current refunding will refund outstanding CCCD Series 2010 and generates estimated present value savings.

| <b>Refunded Bond</b> | <b>Refunding Cost</b> | <b>Issuance Costs</b> | <b>Other Sources</b> | <b>PAR Bonding</b> | <b>Estimated Present value Savings</b> |
|----------------------|-----------------------|-----------------------|----------------------|--------------------|----------------------------------------|
| CCCD, Series 2010    | \$2,180,000           | \$157,263             | \$(57,263)           | \$2,280,000        | \$363,979<br>13.7%                     |

Attached is Pre-Sale Summary report from Baker Tilly that outlines the terms and structure of the proposed CCCDA Refunding Bond, Series 2020B.

**G.O. Pledge**

When Series 2000 Bonds and Series 2010 Bonds were issued by the CCCDA, the City of Chaska pledge the full faith and credit of the City as a G.O. pledge. This pledge provides assurances to the bond holders that if revenues from the apartment project are not sufficient to repay debt service when due, the City will levy a property tax to ensure repayment on the bonds. The City has not had to levy to pay debt service on CCCDA bonds since the original bonds were issued in 2000. The CCCDA has met all debt service obligations from revenues generated from the project.

For the CCCDA to issue the proposed refunding bonds, the City needs to agree to assign the current G.O. pledge that is in place for the Series 2010 Bonds to the new Series 2020B bonds. This assignment is address in the proposed City resolution.

**Public Sale**

The CCCDA plans to issue the refunding bonds as a competitive sale on Wednesday, September 9, 2020.

**Staff Recommendation**

Staff recommends approval of the resolution to assign the G.O pledge to the CCCDA Refunding Bond, Series 2020B.

**CITY COUNCIL ACTION REQUESTED**

Motion to adopt a resolution 2020-70 approving the issuance by the Carver County Community Development Agency of its Governmental Refunding Bonds (City of Chaska, Minnesota Unlimited Tax General Obligation), Series 2020B.

**CITY OF CHASKA, MINNESOTA**

**Resolution No. 2020-70**

**Approving the issuance by the Carver County Community Development Agency of its Governmental Refunding Bonds (City of Chaska, Minnesota Unlimited Tax General Obligation) Series 2020B and the pledge of the full faith and credit of the City of Chaska thereto, and authorizing the execution and delivery of related documents.**

**MOTION BY COUNCILMEMBER \_\_\_\_\_, SECOND BY COUNCILMEMBER \_\_\_\_\_**

WHEREAS, pursuant to Minnesota Statutes, Sections 469.001 through 469.047 (the “Act”), the Carver County Community Development Agency (the “Agency”) is authorized to undertake housing development projects and to issue bonds to finance such projects; and

WHEREAS, the Agency has previously issued its \$2,850,000 Governmental Refunding Bonds (City of Chaska, Minnesota—Unlimited Tax General Obligation) Series 2010 (the “Prior Bonds”) to refund obligations issued to construct a mixed use facility (the “Project”) known as Brickyard Apartments in the City of Chaska (the “City”), to construct 32 units of low and moderate income rental housing and functionally related and subordinate facilities (the “Housing Component”), which constitutes a “qualified housing development project” under the Act, and certain office space (the “Office Component”); and

WHEREAS, pursuant to Resolution No. 10-44, the City approved the pledge of its full faith and credit and taxing powers to the payment of debt service on the Prior Bonds; and

WHEREAS, the Prior Bonds were issued pursuant to an Indenture of Trust (the “Prior Indenture”), dated as of August 1, 2010, by and between the Agency and U.S. Bank National Association (the “Trustee”), and accepted by the City; and

WHEREAS, the CDA proposes to refund the Prior Bonds by issuing its Governmental Refunding Bonds (City of Chaska, Minnesota-Unlimited Tax General Obligation) Series 2020B (the “Bonds”), in an aggregate principal amount not exceeding \$2,280,000, and to pledge the full faith and credit of the City thereto pursuant to a supplement to the Prior Indenture;

WHEREAS, forms of a First Supplemental Indenture and a Continuing Disclosure Certificate proposed to be executed in connection with the issuance of the Bonds are on file in the office of the City Administrator;

WHEREAS, pursuant to Minnesota Statutes, Section 469.034, Subd. 2, with the approval of the City, the Agency is authorized to pledge the full faith and credit of the City the Bonds; and

WHEREAS, the City is not required to conduct a public hearing as no additional principal is added to the outstanding amount of the Prior Bonds; and

WHEREAS, the subordinate loan by the City to the Agency to provide additional financing for the Housing Component has been paid in full;

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

1. That the City hereby approves the issuance by the Agency of the Bonds and the pledge by the Agency of the full faith and credit of the City thereto.
2. That the Mayor and City Administrator are authorized to execute and deliver on behalf of the City such documents as may be necessary or convenient in connection with the Agency's issuance of the Bonds, including, without limitation, the Continuing Disclosure Certificate and First Supplemental Indenture in substantially the forms on file.

Passed and adopted on this 17th day of August 2020.

ATTEST

---

Mark Windschitl, Mayor

Attest \_\_\_\_\_

Denise Beebe, Deputy Clerk



## Carver County Community Development Agency, Minnesota

### Pre-Sale Summary for Issuance of Bonds

*\$2,280,000<sup>1</sup> Governmental Refunding Bonds*

*(City of Chaska, Minnesota - Unlimited Tax General Obligation), Series 2020B*

The Carver County Community Development Agency (the "Agency") Board has under consideration the issuance of bonds (the "2020B Bonds") to finance the refunding of an outstanding bond issue of the Agency for which the City of Chaska (the "City") has pledged its general obligation. This document provides information relative to the proposed issuance.

#### KEY EVENTS:

The following summary schedule includes the timing of some of the key events that will occur relative to the Bond issuance.

|                                      |                                                                                                                        |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| August 13, 2020                      | Agency Board considers parameters resolution authorizing the sale of the 2020B Bonds and establishes pricing committee |
| August 17, 2020                      | Chaska City Council approves assignment of its general obligation                                                      |
| Week of August 24, 2020              | Rating conference is conducted                                                                                         |
| <b>September 9, 2020, 10:00 a.m.</b> | <b>Competitive proposals are received</b>                                                                              |
| <b>September 9, 2020</b>             | <b>Pricing Committee considers award of the 2020B Bonds</b>                                                            |
| October 7, 2020                      | Proceeds are received                                                                                                  |
| January 1, 2021                      | Redemption of Series 2010 Bonds                                                                                        |

#### RATING:

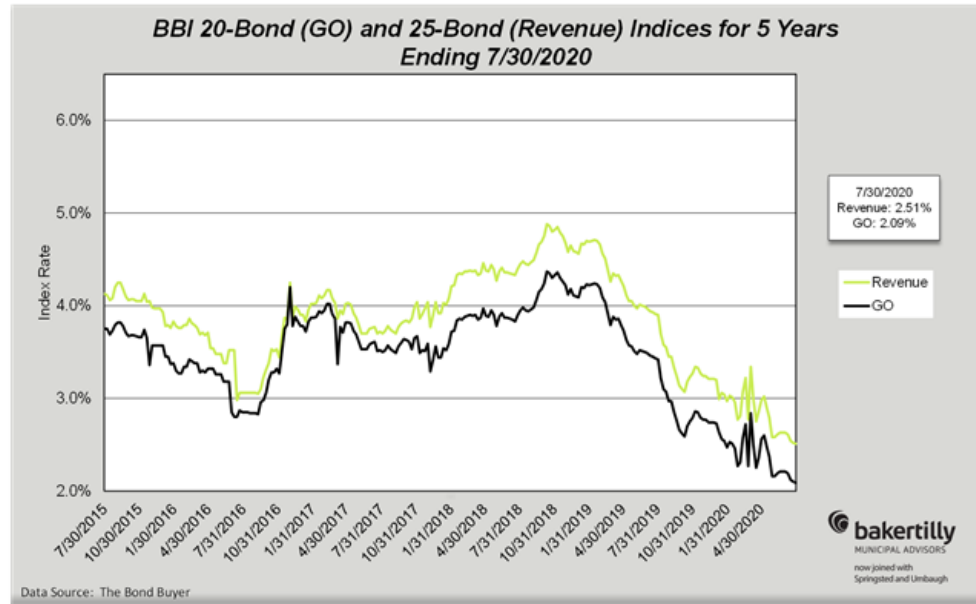
An application will be made to S&P Global Ratings (S&P) for a rating on the 2020B Bonds. Since the 2020B Bonds are backed by a general obligation pledge of the City, the 2020B Bonds will be rated based on the credit quality of the City. The City's general obligation debt is currently rated "AA" by S&P.

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<sup>1</sup> Preliminary. Subject to change.

## THE MARKET:

Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high grade municipal bonds in the 20<sup>th</sup> year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30<sup>th</sup> year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years.



## POST ISSUANCE COMPLIANCE:

The issuance of the 2020B Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been considered as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any "excess earnings" will need to be paid to the IRS to maintain the tax-exempt status of the 2020B Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not "excess earnings" as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. This transaction is being conducted as a current refunding where proceeds will be spent within 90 days from the date of settlement, which qualifies the 2020B Bonds for the 6-month spending exception.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to 2020B Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the 2020B Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the Agency to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly Municipal Advisors currently provides both arbitrage and continuing disclosure services to the Agency. Baker Tilly Municipal Advisors will work with the Agency staff to include the 2020B Bonds under the existing Agreement for Municipal Advisor Services.

**SUPPLEMENTAL  
INFORMATION AND  
BOND RECORD:**

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

**PURPOSE:**

Proceeds of the 2020B Bonds along with prior issue debt service reserve funds will be used to refund the January 1, 2022 through January 1, 2040 maturities of the Agency's Governmental Refunding Bonds (City of Chaska, Minnesota - Unlimited Tax General Obligation), Series 2010 (the "Prior Bonds"), dated August 25, 2010. The maturities to be refunded are currently outstanding in the amount of \$2,180,000.

The Prior Bonds were originally issued to refund the January 1, 2011 through January 1, 2030 maturities of the Agency's General Obligation Housing Development Revenue Bonds (Metropolitan Council Unlimited Tax General Obligation – Brickyard Apartments Project), Series 2000, dated January 18, 2000. The Brickyard Apartments Project is a 32-unit multifamily rental facility located in the City of Chaska.

**AUTHORITY:**

Statutory Authority: The 2020B Bonds are being issued pursuant to Minnesota Statutes, Section 475 and 469, an Indenture of Trust (the "Indenture") between the Agency and U.S. Bank NA ("the Trustee"), to be amended by a first supplement to the Indenture, and an approving resolution of the City (the "City Resolution").

Statutory Requirements: Minnesota Statutes permit the issuance of refunding bonds to refinance bonds issued under 469.034 without additional public hearings.

The City has been asked to provide its general obligation pledge to the 2020B Bonds under the provisions of Minnesota Statutes, Section 469.034. Among other things, Minnesota Statutes, Section 469.034 limits the amount of housing bonds issued with any general obligation pledge within the City to 0.50% of estimated market value. The estimated market value of the City for taxes payable in 2020 is \$3,281,441,700, resulting in a limit of \$16,407,208. The City has no other general obligation pledges under Minnesota Statutes, Section 469.034 other than the Prior Bonds and the 2020B Bonds and is, therefore, within the limitations of this requirement as shown in the following table.

As of: October 10, 2020

|                                                    |                 |
|----------------------------------------------------|-----------------|
| 2019/2020 City Estimated Market Value              | \$3,281,441,700 |
| City-wide Maximum (0.50%)                          | 16,407,208      |
| Plus: Existing G.O. Housing Bonds within City      | 2,255,000       |
| Less: Refunded Brickyard - Series 2010             | (2,180,000)     |
| Plus: Preliminary Brickyard - Series 2020B         | 2,280,000       |
| Preliminary Outstanding G.O. Housing Bonds in City | 2,355,000       |
| Capacity Remaining                                 | \$14,052,208    |

Other Required Actions: The City will need to approve the continued application of its general obligation backing and will be considering that action at its meeting on August 17.

The 2020B Bonds will be issued on a parity with the Prior Bonds. In summary, this means that the current fund structure, deposit of special benefits tax, reserve requirement, covenants and movement of moneys will remain the same, as will both the Agency's and City's other commitments under the Indenture. The primary change will be a modification to the debt service requirements to reflect the 2020B Bonds' lower debt service.

**SECURITY AND  
SOURCE OF  
PAYMENT:**

As noted, the 2020B Bonds will be issued as additional bonds on parity with the Agency's Prior Bonds and will be equally and ratably secured by Housing Revenues and other receipts from the existing rental housing facility known as the Brickyard Apartments. They will also be secured by a pledge of the full faith and credit of the City.

The 2020B Bonds are further secured by an annual pledge of the Agency's special benefits tax (which is a limited tax levied under Minnesota Statutes, Section 469.033, subd. 6) (currently pledged in an annual amount of \$70,000) and any proceeds from use and occupancy insurance and rental loss insurance. Each 12-month collection of Housing Revenues of the Brickyard Apartments and the semi-annual contribution by the Agency from its special benefits tax will be used to pay operating costs and the January 1 principal and interest payment and the July 1 interest payment when due.

In the event of any shortfall of projected revenues, the Trustee is required to provide notice to the City and, subject first to the depletion of other specified funds held by the Trustee, request that the City make payment necessary to remedy any debt service shortfall. While the Agency expects net revenues and its special benefits tax collections to continue to be sufficient to pay operating costs and principal of and interest on the 2020B Bonds, the City's general obligation pledge provides additional security and is expected to result in lower interest rates and positively impact the marketability of the 2020B Bonds.

Pursuant to the Indenture, the Agency will covenant to maintain a debt service reserve fund that will be equal to the least of (i) \$57,263, (ii) one third (1/3) of the maximum annual debt service on the 2020B Bonds in the current or any future 12-month period, (iii) 10% of the original principal amount of the 2020B Bonds, and (iv) 125 percent of the average annual debt service on the 2020B Bonds. The Agency anticipates a slight reduction in the Debt Service Reserve Requirement as a result of this transaction with a new estimated amount of \$48,790, pending the sale of the 2020B Bonds

**STRUCTURING  
SUMMARY:**

The refunding is being conducted as a current refunding as permitted under federal law. As such, the redemption of the Prior Bonds is required to occur within 90 days of the settlement of the 2020B Bonds.

On January 1, 2021, the anticipated call date of the Prior Bonds, the Trustee will use proceeds of the 2020B Bonds to redeem the \$2,180,000 of principal on the Prior Bonds.

The Agency will continue to make monthly deposits pursuant to the Indenture and, through the Trustee, will make a payment on the Prior Bonds on January 1, 2021 in an amount of \$118,115.63 constituting the scheduled maturity of principal of \$75,000 and the interest due of \$43,115.63. Beginning with the July 1, 2021 interest payment, the Agency, through its monthly deposits with the Trustee, will make debt service payments on the 2020B Bonds. In consultation with Agency Staff, the 2020B Bonds have been structured to provide for approximately level annual debt service over the same term as the Prior Bonds.

Based on current interest rates, this refunding transaction is estimated to result in debt service savings averaging approximately \$22,779 per year. This results in total future value savings of approximately \$436,603 with a total net present value benefit to the Agency of approximately \$363,979. These estimates are net of the costs associated with the refunding and subject to change reflective of market conditions at the time of sale.

**SCHEDULES  
ATTACHED:**

Schedules attached include: (i) estimated sources and uses, (ii) debt service comparison, (iii) net debt service schedule, given current market conditions, and (iv) debt service to maturity and to call.

**RISKS / SPECIAL  
CONSIDERATIONS:**

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

The 2020B Bonds have been structured assuming current market conditions and a discount bid. There is no guaranty that the winning bidder will price this issue as illustrated and adjustments at the time of sale may result in a final par amount of the 2020B Bonds that is higher or lower than the amount currently estimated and shown in the attached schedules.

The savings achieved as a result of the transaction are also estimates and will vary based on market conditions at the time of sale.

**SALE TERMS AND  
MARKETING:**

Method of Sale: Competitive proposals are being requested for the sale. The Agency Board's parameters resolution will authorize a pricing committee to award the 2020B Bonds provided results fall within certain parameters contained in the resolution under consideration at the Board's meeting on August 13, 2020.

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after January 1, 2030 may be prepaid at a price of par plus accrued interest on or after January 1, 2029.

Bank Qualification: The Agency is a governmental unit of Carver County. As such, the Bonds will be attributed toward the County's bank qualification limit. The County does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the 2020B Bonds will be designated as bank qualified.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2020 Baker Tilly Municipal Advisors, LLC.

**\$2,280,000**

**Carver County Community Development Agency**  
Governmental Refunding Bonds, 2020B  
Current Refunding of Series 2010 (Brickyard)

**Sources & Uses**

**Dated 10/07/2020 | Delivered 10/07/2020**

|                                                  |                       |
|--------------------------------------------------|-----------------------|
| <b>Sources Of Funds</b>                          |                       |
| Par Amount of Bonds.....                         | \$2,280,000.00        |
| Transfers from Prior Issue DSR Funds.....        | 57,263.02             |
| <b>Total Sources.....</b>                        | <b>\$2,337,263.02</b> |
| <b>Uses Of Funds</b>                             |                       |
| Deposit to Current Refunding Fund.....           | 2,180,000.00          |
| Costs of Issuance.....                           | 63,625.00             |
| Deposit to Debt Service Reserve Fund (DSRF)..... | 48,790.00             |
| Total Underwriter's Discount (1.800%).....       | 41,040.00             |
| Rounding Amount.....                             | 3,808.02              |
| <b>Total Uses.....</b>                           | <b>\$2,337,263.02</b> |



**\$2,280,000**

**Carver County Community Development Agency**  
**Governmental Refunding Bonds, 2020B**  
**Current Refunding of Series 2010 (Brickyard)**

**Debt Service Comparison**

| Date         | Total P+I             | Existing D/S        | Net New D/S           | Old Net D/S           | Savings             |
|--------------|-----------------------|---------------------|-----------------------|-----------------------|---------------------|
| 01/01/2021   | -                     | 118,115.63          | 118,115.63            | 118,115.63            | -                   |
| 01/01/2022   | 143,021.75            | -                   | 143,021.75            | 163,981.25            | 20,959.51           |
| 01/01/2023   | 144,332.50            | -                   | 144,332.50            | 161,581.25            | 17,248.76           |
| 01/01/2024   | 143,672.50            | -                   | 143,672.50            | 164,181.25            | 20,508.76           |
| 01/01/2025   | 142,957.50            | -                   | 142,957.50            | 166,418.75            | 23,461.26           |
| 01/01/2026   | 142,132.50            | -                   | 142,132.50            | 163,493.75            | 21,361.26           |
| 01/01/2027   | 146,197.50            | -                   | 146,197.50            | 165,456.25            | 19,258.76           |
| 01/01/2028   | 145,047.50            | -                   | 145,047.50            | 167,131.25            | 22,083.76           |
| 01/01/2029   | 143,782.50            | -                   | 143,782.50            | 168,506.25            | 24,723.76           |
| 01/01/2030   | 142,402.50            | -                   | 142,402.50            | 169,306.25            | 26,903.76           |
| 01/01/2031   | 140,907.50            | -                   | 140,907.50            | 144,906.25            | 3,998.76            |
| 01/01/2032   | 144,125.00            | -                   | 144,125.00            | 166,306.25            | 22,181.26           |
| 01/01/2033   | 142,085.00            | -                   | 142,085.00            | 171,706.25            | 29,621.26           |
| 01/01/2034   | 144,865.00            | -                   | 144,865.00            | 171,706.25            | 26,841.26           |
| 01/01/2035   | 142,427.50            | -                   | 142,427.50            | 171,506.25            | 29,078.76           |
| 01/01/2036   | 144,865.00            | -                   | 144,865.00            | 170,937.50            | 26,072.50           |
| 01/01/2037   | 142,135.00            | -                   | 142,135.00            | 165,162.50            | 23,027.50           |
| 01/01/2038   | 144,340.00            | -                   | 144,340.00            | 169,387.50            | 25,047.50           |
| 01/01/2039   | 146,370.00            | -                   | 146,370.00            | 168,200.00            | 21,830.00           |
| 01/01/2040   | 143,220.00            | -                   | 143,220.00            | 171,806.25            | 28,586.26           |
| <b>Total</b> | <b>\$2,728,886.75</b> | <b>\$118,115.63</b> | <b>\$2,847,002.38</b> | <b>\$3,279,796.88</b> | <b>\$432,794.65</b> |

**PV Analysis Summary (Net to Net)**

|                                                               |              |
|---------------------------------------------------------------|--------------|
| Net FV Cashflow Savings.....                                  | 432,794.65   |
| Gross PV Debt Service Savings.....                            | 360,171.38   |
| Net PV Cashflow Savings @ 1.819%(Bond Yield).....             | 360,171.38   |
| Contingency or Rounding Amount.....                           | 3,808.02     |
| Net Future Value Benefit.....                                 | \$436,602.67 |
| Net Present Value Benefit.....                                | \$363,979.40 |
| Net PV Benefit / \$2,640,171.38 PV Refunded Debt Service..... | 13.786%      |
| Net PV Benefit / \$2,180,000 Refunded Principal.....          | 16.696%      |
| Net PV Benefit / \$2,280,000 Refunding Principal.....         | 15.964%      |

**Refunding Bond Information**

|                              |            |
|------------------------------|------------|
| Refunding Dated Date.....    | 10/07/2020 |
| Refunding Delivery Date..... | 10/07/2020 |

**\$2,280,000****Carver County Community Development Agency**

Governmental Refunding Bonds, 2020B

Current Refunding of Series 2010 (Brickyard)

**NET DEBT SERVICE SCHEDULE**

| Date       | Principal      | Coupon | Interest     | Total P+I      | Existing D/S | Net New D/S    | 105%<br>Overlevy |
|------------|----------------|--------|--------------|----------------|--------------|----------------|------------------|
| 01/01/2021 | -              | -      | -            | -              | 118,115.63   | 118,115.63     | 124,021.41       |
| 01/01/2022 | 100,000.00     | 0.550% | 43,021.75    | 143,021.75     | -            | 143,021.75     | 150,172.84       |
| 01/01/2023 | 110,000.00     | 0.600% | 34,332.50    | 144,332.50     | -            | 144,332.50     | 151,549.13       |
| 01/01/2024 | 110,000.00     | 0.650% | 33,672.50    | 143,672.50     | -            | 143,672.50     | 150,856.13       |
| 01/01/2025 | 110,000.00     | 0.750% | 32,957.50    | 142,957.50     | -            | 142,957.50     | 150,105.38       |
| 01/01/2026 | 110,000.00     | 0.850% | 32,132.50    | 142,132.50     | -            | 142,132.50     | 149,239.13       |
| 01/01/2027 | 115,000.00     | 1.000% | 31,197.50    | 146,197.50     | -            | 146,197.50     | 153,507.38       |
| 01/01/2028 | 115,000.00     | 1.100% | 30,047.50    | 145,047.50     | -            | 145,047.50     | 152,299.88       |
| 01/01/2029 | 115,000.00     | 1.200% | 28,782.50    | 143,782.50     | -            | 143,782.50     | 150,971.63       |
| 01/01/2030 | 115,000.00     | 1.300% | 27,402.50    | 142,402.50     | -            | 142,402.50     | 149,522.63       |
| 01/01/2031 | 115,000.00     | 1.550% | 25,907.50    | 140,907.50     | -            | 140,907.50     | 147,952.88       |
| 01/01/2032 | 120,000.00     | 1.700% | 24,125.00    | 144,125.00     | -            | 144,125.00     | 151,331.25       |
| 01/01/2033 | 120,000.00     | 1.850% | 22,085.00    | 142,085.00     | -            | 142,085.00     | 149,189.25       |
| 01/01/2034 | 125,000.00     | 1.950% | 19,865.00    | 144,865.00     | -            | 144,865.00     | 152,108.25       |
| 01/01/2035 | 125,000.00     | 2.050% | 17,427.50    | 142,427.50     | -            | 142,427.50     | 149,548.88       |
| 01/01/2036 | 130,000.00     | 2.100% | 14,865.00    | 144,865.00     | -            | 144,865.00     | 152,108.25       |
| 01/01/2037 | 130,000.00     | 2.150% | 12,135.00    | 142,135.00     | -            | 142,135.00     | 149,241.75       |
| 01/01/2038 | 135,000.00     | 2.200% | 9,340.00     | 144,340.00     | -            | 144,340.00     | 151,557.00       |
| 01/01/2039 | 140,000.00     | 2.250% | 6,370.00     | 146,370.00     | -            | 146,370.00     | 153,688.50       |
| 01/01/2040 | 140,000.00     | 2.300% | 3,220.00     | 143,220.00     | -            | 143,220.00     | 150,381.00       |
| Total      | \$2,280,000.00 | -      | \$448,886.75 | \$2,728,886.75 | \$118,115.63 | \$2,847,002.38 | \$2,989,352.49   |

**SIGNIFICANT DATES**

|                        |            |
|------------------------|------------|
| Dated Date.....        | 10/07/2020 |
| Delivery Date.....     | 10/07/2020 |
| First Coupon Date..... | 7/01/2021  |

**Yield Statistics**

|                        |              |
|------------------------|--------------|
| Bond Year Dollars..... | \$24,412.00  |
| Average Life.....      | 10.707 Years |
| Average Coupon.....    | 1.8387955%   |

|                                        |            |
|----------------------------------------|------------|
| Net Interest Cost (NIC).....           | 2.0069095% |
| True Interest Cost (TIC).....          | 2.0100024% |
| Bond Yield for Arbitrage Purposes..... | 1.8193997% |
| All Inclusive Cost (AIC).....          | 2.3152265% |

**IRS Form 8038**

|                                |              |
|--------------------------------|--------------|
| Net Interest Cost.....         | 1.8387955%   |
| Weighted Average Maturity..... | 10.707 Years |

**\$2,850,000**

**Carver County Community Development Agency**  
**G.O. Housing Development Revenue Refunding Bonds, 2010**  
**Current Refunding of Series 2000**

**Debt Service To Maturity And To Call**

| Date       | Refunded Bonds | D/S To Call    | Principal      | Coupon | Interest     | Refunded D/S   |
|------------|----------------|----------------|----------------|--------|--------------|----------------|
| 10/07/2020 | -              | -              | -              | -      | -            | -              |
| 01/01/2021 | 2,180,000.00   | 2,180,000.00   | -              | 3.000% | -            | -              |
| 07/01/2021 | -              | -              | -              | -      | 41,990.63    | 41,990.63      |
| 01/01/2022 | -              | -              | 80,000.00      | 3.000% | 41,990.63    | 121,990.63     |
| 07/01/2022 | -              | -              | -              | -      | 40,790.63    | 40,790.63      |
| 01/01/2023 | -              | -              | 80,000.00      | 3.000% | 40,790.63    | 120,790.63     |
| 07/01/2023 | -              | -              | -              | -      | 39,590.63    | 39,590.63      |
| 01/01/2024 | -              | -              | 85,000.00      | 3.250% | 39,590.63    | 124,590.63     |
| 07/01/2024 | -              | -              | -              | -      | 38,209.38    | 38,209.38      |
| 01/01/2025 | -              | -              | 90,000.00      | 3.250% | 38,209.38    | 128,209.38     |
| 07/01/2025 | -              | -              | -              | -      | 36,746.88    | 36,746.88      |
| 01/01/2026 | -              | -              | 90,000.00      | 3.375% | 36,746.88    | 126,746.88     |
| 07/01/2026 | -              | -              | -              | -      | 35,228.13    | 35,228.13      |
| 01/01/2027 | -              | -              | 95,000.00      | 3.500% | 35,228.13    | 130,228.13     |
| 07/01/2027 | -              | -              | -              | -      | 33,565.63    | 33,565.63      |
| 01/01/2028 | -              | -              | 100,000.00     | 3.625% | 33,565.63    | 133,565.63     |
| 07/01/2028 | -              | -              | -              | -      | 31,753.13    | 31,753.13      |
| 01/01/2029 | -              | -              | 105,000.00     | 4.000% | 31,753.13    | 136,753.13     |
| 07/01/2029 | -              | -              | -              | -      | 29,653.13    | 29,653.13      |
| 01/01/2030 | -              | -              | 110,000.00     | 4.000% | 29,653.13    | 139,653.13     |
| 07/01/2030 | -              | -              | -              | -      | 27,453.13    | 27,453.13      |
| 01/01/2031 | -              | -              | 90,000.00      | 4.000% | 27,453.13    | 117,453.13     |
| 07/01/2031 | -              | -              | -              | -      | 25,653.13    | 25,653.13      |
| 01/01/2032 | -              | -              | 115,000.00     | 4.000% | 25,653.13    | 140,653.13     |
| 07/01/2032 | -              | -              | -              | -      | 23,353.13    | 23,353.13      |
| 01/01/2033 | -              | -              | 125,000.00     | 4.000% | 23,353.13    | 148,353.13     |
| 07/01/2033 | -              | -              | -              | -      | 20,853.13    | 20,853.13      |
| 01/01/2034 | -              | -              | 130,000.00     | 4.000% | 20,853.13    | 150,853.13     |
| 07/01/2034 | -              | -              | -              | -      | 18,253.13    | 18,253.13      |
| 01/01/2035 | -              | -              | 135,000.00     | 4.125% | 18,253.13    | 153,253.13     |
| 07/01/2035 | -              | -              | -              | -      | 15,468.75    | 15,468.75      |
| 01/01/2036 | -              | -              | 140,000.00     | 4.125% | 15,468.75    | 155,468.75     |
| 07/01/2036 | -              | -              | -              | -      | 12,581.25    | 12,581.25      |
| 01/01/2037 | -              | -              | 140,000.00     | 4.125% | 12,581.25    | 152,581.25     |
| 07/01/2037 | -              | -              | -              | -      | 9,693.75     | 9,693.75       |
| 01/01/2038 | -              | -              | 150,000.00     | 4.125% | 9,693.75     | 159,693.75     |
| 07/01/2038 | -              | -              | -              | -      | 6,600.00     | 6,600.00       |
| 01/01/2039 | -              | -              | 155,000.00     | 4.125% | 6,600.00     | 161,600.00     |
| 07/01/2039 | -              | -              | -              | -      | 3,403.13     | 3,403.13       |
| 01/01/2040 | -              | -              | 165,000.00     | 4.125% | 3,403.13     | 168,403.13     |
| Total      | \$2,180,000.00 | \$2,180,000.00 | \$2,180,000.00 | -      | \$981,681.25 | \$3,161,681.25 |

**Yield Statistics**

|                                                        |              |
|--------------------------------------------------------|--------------|
| Base date for Avg. Life & Avg. Coupon Calculation..... | 10/07/2020   |
| Average Life.....                                      | 11.456 Years |
| Average Coupon.....                                    | 3.9308655%   |
| Weighted Average Maturity (Par Basis).....             | 11.456 Years |
| Weighted Average Maturity (Original Price Basis).....  | 11.447 Years |

**Refunding Bond Information**

|                              |            |
|------------------------------|------------|
| Refunding Dated Date.....    | 10/07/2020 |
| Refunding Delivery Date..... | 10/07/2020 |

*File | Carver Co CDA Refunding Folder.sj | 2010 CDA Hsing Dev Rev Re | SINGLE PURPOSE | 7/29/2020 | 4:28 PM*

# REQUEST FOR ACTION CHASKA CITY COUNCIL 08/17/2020

**Subject: Transfer Official Records of the Planning Commission to a digital format and preservation of historical copies**

**Prepared By: Vicki Schmid, Administration Clerk**

---

Administration is working with the Community Development department to move forward with an electronic version for Planning Commission records and building permits. Benefits would include easy access retrieval of records using keyword searches. Additionally, City Hall is running out of storage space for physical records due to all the new development in the city. In order to move forward, we are proposing a resolution offering an electronic version of these records and would serve as the official records.

Recommendations: It is recommended that the City consider a resolution to effect the following specific changes to meet the goal of maintaining digital PC records with the above considerations:

- Designate all new PC records as official in their digital version;
- Designate that historical PC records shall have their official version be the digital version after the date of complete transference of such records to a digital format;
- After complete transference of PC records to the digital format, deem any remaining hard copy versions of records archival; and
- Transfer all archival PC records, if acceptable to the MHS in coordination with MHS.

## **CITY COUNCIL ACTION REQUESTED**

Motion to accept a resolution to transfer official records of the Planning Commission to a digital format and reservation of historical copies.

CITY OF CHASKA  
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE 08/17/2020 RESOLUTION NO. 2020-71

MOTION BY COUNCILMEMBER \_\_\_\_\_ SECOND BY COUNCILMEMBER \_\_\_\_\_

---

**A RESOLUTION TO TRANSFER OFFICIAL RECORDS OF THE PLANNING COMMISSION TO  
A DIGITAL FORMAT AND PRESERVATION OF HISTORICAL COPIES**

---

**WHEREAS**, the City recognizes that the efficient management of records is important and that the digital format will be the most efficient way for the City to manage Planning Commission records.

**WHEREAS**, the paper copies of those records may continue to have a value to the State of Minnesota Historical Society.

**NOW, THEREFORE, BE IT RESOLVED**, BY THE CITY COUNCIL OF THE CITY OF CHASKA, MINNESOTA AS FOLLOWS:

- All new Planning Commission records shall have their official version be the digital version;
- Historical Planning Commission records shall have their official version be the digital version after the date of complete transference of such records to a digital format;
- After complete transference of Planning Commission records to a digital format, any remaining hard copy versions of Planning Commission records are deemed archival;
- The City shall transfer all archival Planning Commission records to the Minnesota Historical Society if found acceptable by the Minnesota Historical Society, upon coordination therewith.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 17th day of August 2020.

\_\_\_\_\_  
Mark Windschitl, Mayor

Attest: \_\_\_\_\_  
Chaska Deputy Clerk

**REQUEST FOR ACTION  
CHASKA CITY COUNCIL  
08/17/2020**

**Subject: Award Bid for the Construction of Breaker 4 at the Minnesota River Substation**

**Prepared By: Andrew Romine, Interim Electric Director**

---

Public Bids were opened on August 11th, 2020, for the Construction of Breaker 4 at the Minnesota River Substation. Bids were received from 3 contractors and are attached. The low bid of \$156,450.92 was received from MP Systems Inc. MP Systems Inc has performed previous projects on behalf of the City and is a reputable contractor.

Breaker 4 will further protect our distribution system from issues that could occur on transmission or from the Minnesota River Substation Turbine generator.

**CITY COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2020-73, awarding the bid for the Construction of Braker 4 at the Minnesota River substation to MP Systems Inc, in the low bid total amount of \$156,450.92.

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

**DATE:** 8/17/2020 **RESOLUTION NO.** 2020-73

**MOTION BY COUNCILMEMBER** \_\_\_\_\_ **SECOND BY COUNCILMEMBER** \_\_\_\_\_

---

**A Resolution Awarding the Bid for the Construction of Breaker 4 at the Minnesota River Substation for the amount of \$156,450.92**

---

**WHEREAS,** the City of Chaska held a public bid opening on August 11, 2020 to provide labor, materials, and construction for Breaker 4 at the Minnesota River Substation; and,

**WHEREAS,** pursuant to an advertisement for bids for labor, materials, and construction for the Breaker 4 at the Minnesota River Substation; bids were opened and tabulated according to State Statute, and the following bids were received:

| <u>Contractor</u> | <u>Proposal Price</u> |
|-------------------|-----------------------|
| MP Systems Inc    | \$ 156,450.92         |
| Hooper            | \$ 183,233.20         |
| MJ Electric       | \$ 176,993.00         |

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Chaska, Minnesota, does hereby award the bid for the construction of Breaker 4 at the Minnesota River Substation to the responsible bidder, MP Systems Inc for the amount of \$156,450.92.

**FURTHER, BE IT RESOLVED,** that the Mayor and City Administrator are authorized to execute the contract documents for said improvement project.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 17th day of August, 2020.

---

Mark Windschitl, Mayor

Attest \_\_\_\_\_  
Chaska Deputy Clerk



Tues. 8-11-2020 @ 3:53 PM

MP Systems

①

MRS BREAKER #4 = \$153,805.92

Hooper

③

MRS BREAKER #4 = \$183,233.20

MTJ ELECTRIC

②

MRS BREAKER #4 = \$176,993.<sup>00</sup>

*Matt Hooper*  
Water & Sewer Director



## Specifications and Contract Documents to Install Breaker 4 and Associated Equipment and Relaying

City of Chaska, Minnesota  
MN River Substation

Prepared by:

Power System Engineering, Inc.

**July 3, 2020**

Professional Engineer

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

\_\_\_\_\_  
(signature)

Printed or typed name: **Douglas F Joens**

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

License number: **49112**

# INSTALLATION OF BREAKER 4 MN RIVER SUBSTATION

## INDEX

The contract documents consist of the following:

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| Section 7 - Proposal Made in Good Faith .....                       | 2 |
| Section 8 - Bidder's Financial Resources and Performance Bond ..... | 2 |
| Section 9 - Taxes .....                                             | 2 |
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| List of Owner Furnished Materials                                |    |
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| Proposed Subcontractors                                          |    |
| Substation Construction Units                                    |    |
| Substation Construction Units and Prices                         |    |
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## INSTALLATION OF BREAKER 4 MN RIVER SUBSTATION

### NOTICE AND INSTRUCTIONS TO BIDDERS

1. Sealed Proposals for the construction, including furnishing installation services, labor, materials, and equipment, for the breaker 4, and the associated equipment and control and relay changes at the MN River Substation for the City of Chaska (hereinafter called the "Owner"), will be received by the Owner on or before 2:00 o'clock p.m., local time, **July 29, 2020**, where upon they will be opened and read in a public bid opening.

Proposals shall be submitted in triplicate and addressed to:

City of Chaska  
660 Victoria Drive  
Chaska, MN 55318

Attn: Mr. Andrew Romine  
Email Address: [aromine@chaskamn.com](mailto:aromine@chaskamn.com)  
Phone: (952) 227-7710

The proposal shall be marked "SEALED BID: MN RIVER SUBSTATION – INSTALLATION of BREAKER 4".

Bidders must submit three (3) copies of their bid, the required supporting documents, and their bid bond. Any bid received subsequent to the time specified will be promptly returned to the Bidder unopened. Bids may be submitted by US mail or other carrier service.

The Specifications and Contract Documents will be sent to prospective bidders electronically.

Description of Project. The project involves the installation of breaker 4, a 115 kV disconnect switch two 115 kV bus PTs and stands, breaker control and relay panel, DC distribution panel, annunciator panel, installing underground cables to the breaker and PTs, and the associated modifications to the existing substation control and relay scheme. The general scope of work includes, but is not limited to, installation of the 115 kV breaker 4 (which is on hand), procurement and installation of two 115 kV PTs and the PT stands and a 115 kV three phase gang operated disconnect switch, a 125 V DC distribution panel, an annunciator panel, underground and above ground cable and inter panel wiring as needed, and installation of relay panel 8 (furnished by the Owner), and moving the existing sync panel.

This project is located at 1040 Dahlen Lane Chaska, Minnesota 55318, as more fully described in the Plans, Specifications, Construction Drawings, and Contractor's Proposal therefore hereinafter referred to.

2. Owner-Furnished Materials. The Owner will furnish certain materials as indicated in the List of Owner Furnished Material.
3. Obtaining and Transferring Documents: The Plans, Specifications, and Bidding Documents will be sent to pre-selected and pre-qualified prospective bidders by the Owner's Engineer. For others interested in the project, the Plans, Specifications, and Bidding Documents may be examined at the Owner's offices or at the office of the Owner's Engineer.

The Plans and Specifications, along with Bidding Documents, may be obtained from the Owner's Engineer, upon payment of fifty dollars (\$50.00), by contacting Mr. Daniel Stark, Phone: (608) 268-3538, Email: [starkd@powersystem.org](mailto:starkd@powersystem.org). Thus purchased, proposals will be accepted only from the original purchasers or from other qualified Bidders to whom such a set has been transferred by the original purchaser, provided that in the event of such transfer the Owner shall receive from the original purchaser, at least five (5) days prior to the scheduled bid opening, written notice of such transfer, together with the name of the party to whom the transfer has been made.

All Bidders shall be required to submit qualifications as discussed elsewhere in this Notice.

4. Manner of Submitting Proposals. Proposals and all supporting instruments must be submitted on the forms furnished with the Bidding Documents and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, their license number (if a license is required by the State), and the date and hour of the bid opening must appear on the envelope in which the Proposal is submitted. Proposals must be filled in with ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and they must be initialed and dated.
5. Familiarity with Conditions. Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the site of the Project and of the Plans and Specifications for Construction, and the Contractor's Proposal and Contractor's Bond, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions, and all other matters that may affect the cost and the time of completion of the Project.

A pre-bid meeting will be held at the substation site on **July 7, 2020** at 10:00 CSDT. Bidders are asked to notify Mr. Andrew Romine, Phone: (952) 227-7710, Email: [aromine@chaskamn.com](mailto:aromine@chaskamn.com) if they plan on attending the pre-bid meeting.
6. Bidder's Qualifications. Bidders not contacted directly by the Owner's Engineer and pre-qualified will be required to file with the Owner the Bidder's Qualifications on forms supplied by the Owner's Engineer at least four (4) days in advance of the scheduled bid opening. A bid will not be considered unless the Bidder has been notified by the Owner's Engineer, prior to the bid opening, that such Bidder's Qualifications are satisfactory to the Owner. Questions, if any, concerning the sufficiency of such prior work performed by a prospective Bidder shall be raised by the Bidder at least three (3) days prior to the time herein specified for filing the Bidder's Qualifications. Questions related to completed Bidder's Qualifications forms shall be resolved prior to the scheduled bid opening.
7. Alternate Designs. The Owner reserves the right to confine its consideration of the several bids to one type of design regardless of alternate types of design which may be specified in the Plans and Specifications for Construction and offered in the Proposals.



8. Time for Completion of Construction. The time for completion of construction of the Project shall be on or about **November 20, 2020**.
9. Bid Bond. Each Proposal must be accompanied by a Bid Bond or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation (FDIC), payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check, in consideration of the Owner's receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder, and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Performance Bond is furnished by the successful Bidder, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.
10. State of Minnesota – Responsible Contractor Certificate. Each Proposal must be accompanied by the completed State of Minnesota - Responsible Contractor Certificate.
11. Performance Bond. The successful Bidder will be required to execute three additional counterparts of the Proposal and to furnish a Performance Bond in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the contract price.
12. Failure to Furnish Performance Bond. Should the successful Bidder fail or refuse to execute such counterparts or to furnish a Performance Bond within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check the difference (not exceeding the amount of the certified check) between the amount of the Proposal and such larger amount for which the Owner may in good faith contract with another party to construct the Project. The term "successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish a satisfactory Performance Bond.
13. Contract is Entire Agreement. The Contract to be effected by the acceptance of the Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the Owner or by any other person.
14. Minor Irregularities. The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by the Owner.

15. Rejection of Bids. The Owner reserves the right to reject any or all Proposals, and to accept the proposal which in its opinion is in the best interest of the Owner. The attention of Bidders is especially called to the desirability of a proper balance between prices for labor and materials and between the total prices for the respective Construction Units. Lack of such balance may be considered as a reason for rejecting a Proposal.
16. Definition of Terms. The terms "Engineer," "Project," "Completion of Construction," and "Completion of the Project" as used throughout this contract shall be as defined in Article VI, Section 1, of the Contractor's Proposal.
17. The Owner Represents:
  - a. If by provisions of the Contractor's Proposal the Owner shall have undertaken to furnish any materials for the construction of the Project, such materials are on hand at locations specified, or if such materials are not on hand, they will be made available by the Owner to the successful Bidder at the locations specified before the time such materials are required for construction.
  - b. The title to the property on which the Project is to be constructed has been obtained.
  - c. All staking shall be the responsibility of the Bidder.
  - d. All funds necessary for prompt payment for the construction of the Project will be available.

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representations or if any of such representations shall be incorrect, the Bidder will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation, provided the Bidder shall have promptly notified the Owner in writing of its desire to extend the time of completion in accordance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph a. hereof.

**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION**

**CONTRACTOR'S PROPOSAL  
(Proposal shall be submitted in ink or typewritten)**

TO:

The City of Chaska  
(Hereinafter called the "Owner")

**ARTICLE I-GENERAL**

Section 1. Offer to Construct. The undersigned (hereinafter called the "Bidder") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor transportation, and other means required to construct the project known as the MN River Substation Breaker 4 Installation in strict accordance with the Plans and Specifications for Construction for the prices hereinafter stated.

Section 2. Owner-Furnished Materials. The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Bidder the material set forth in the attached "List of Owner Furnished Materials" attached to the end of this document, and the Bidder will give a receipt therefore in writing to the Owner. The Bidder, further, will, on behalf of the Owner, accept delivery of such materials indicated in the list as not delivered that may be subsequently delivered and will promptly forward the bill-of-lading to the Owner with any discrepancies of items delivered or shipping damage noted for payment of the supplier's invoice, together with the Bidder's receipt in writing for such materials. The materials referred to are on hand at, or will be delivered to, the locations specified in the list, and the Bidder will use such materials in constructing the Project.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached list. If the Owner furnishes, and the Bidder accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials listed as not delivered will be furnished to the Bidder as necessary during progress of the work.

Upon delivery, the Bidder shall promptly receive, unload, transport, and handle all materials and equipment listed as not delivered at its expense and shall be responsible for demurrage, if any.

Section 3. Purchase of Materials Not Furnished By Owner. The Bidder will purchase all materials and equipment (other than Owner-furnished materials) outright and not subject to any conditional sales agreements, bailment, lease, or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall become the property of the Owner when erected in place.

Section 4. Proposal on Unit Basis. The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this

Proposal, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the Project. Separate Construction Units are designated for each different arrangement which may be used in the construction of the Project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.

Section 5. Familiarity with Conditions. The Bidder has made a careful examination of the site of the Project to be constructed and of the Plans, Specifications, and form of Performance Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the Project, and has become acquainted with the labor conditions and state and local laws and regulations which would affect work on the proposed construction.

Section 6. License. The Bidder warrants that a Contractor's License (is) (is not) required, and, if required, it possesses Contractor's License No. \_\_\_\_\_ for the State of \_\_\_\_\_ in which the Project is located and said license expires on \_\_\_\_\_, 20\_\_.

Section 7. Proposal Made In Good Faith. The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.

Section 8. Bidder's Financial Resources and Performance Bond. The Bidder warrants that it possesses adequate financial resources and agrees that, in the event this Proposal is accepted, it will furnish a Performance Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Treasury Department as Acceptable Sureties.

In the event that the surety or sureties on the Performance Bond delivered to the Owner contemporaneously with the execution of the Contract or on any bond or bonds delivered in substitution thereof or in addition thereto shall at any time become unsatisfactory to the Owner, the Bidder agrees to deliver to the Owner another or an additional bond.

Section 9. Taxes. The unit price(s) for Construction Units in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof, to be incorporated in the Project as part of such Construction Units. The Bidder agrees to pay all such taxes, except taxes upon the sale, and purchase or use of Owner-furnished materials, and it is understood that, as to Owner-furnished materials, the values stated in the attached "List of Owner's Materials" include taxes upon the sale, purchase, or use of Owner-furnished materials, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to the Project, except as to the Owner-furnished materials.

Section 10. Changes in Quantities. The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall

be made shall be as set forth in the inventory. If the Owner changes the quantity of any unit or units specified in this Proposal by more than 15 percent, and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such 15 percent, shall be regarded as a change in the construction within the meaning of Article II, Section 1(d) of this Proposal.

Section 11. Description of Contract. The Notice and Instructions to Bidders, Plans, and Specifications for Construction, all attached hereto and made a part hereof together with the Proposal and Acceptance, constitute the contract. The Plans are identified in the attached “List of Plans” at the end of this document.

## ARTICLE II-CONSTRUCTION

### Section 1. Time and Manner of Construction.

- a. The Bidder agrees to commence construction of the Project on a date (hereinafter called the "Commencement Date") which shall be determined by the Owner after notice in writing of acceptance of the Proposal by the Owner and notice in writing from the Bidder that the Bidder has sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be later than ten (10) calendar days after date of acceptance of the Proposal by the Owner. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans, Specifications, and Construction Drawings by **November 20, 2020** or within 90 days (excluding Sundays) after the Commencement Date; provided, however, that the Bidder will not be required to perform any construction on such days when, in the judgment of the Owner, snow, rain, or wind, or the results of snow, rain, or frost make it impracticable to perform any operation of construction, and to the extent of the time lost due to the conditions described herein and approved in writing by the Owner, the time of completion set out above will be extended, if the Bidder makes a written request therefore to the Owner as provided in subsection b of this Section 1.
- b. This is a 'time is of the essence' contract. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Bidder, subcontractors, and material suppliers, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible; provided, however, that no such extension of the time for completion shall be granted the Bidder unless within ten (10) days after the happening of any event relied upon by the Bidder for such an extension of time the Bidder shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.
- c. The sequence of construction shall be as set forth below, or if no sequence is set forth below, the sequence of construction shall be as determined by the Bidder, subject to the approval of the Owner. The Owner, acting through the Engineer may from time to time during the progress of the construction of the Project make such changes, additions to, or subtractions from the Plans and Specifications for Construction, List of Materials, and sequence of construction provided for in the previous paragraph, which are part of the Contractor's Proposal as conditions may warrant; provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Bidder shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to the Bidder of construction of the project shall be materially increased by any such change or addition, the Owner shall pay the Bidder for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Bidder, but no claim for additional compensation for any such change or addition will be considered unless the

Bidder shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

- d. The Bidder will not perform any work hereunder on Sundays, unless there is urgent need for such Sunday work and the Owner consents thereto in writing. The time for completion specified in subsection a of this Section 1 shall not be affected in any way by inclusion of this subsection nor by the Owner's consent or lack of consent to Sunday work hereunder.

Section 2. Environmental Protection. The Bidder shall perform work in such a manner as to maximize preservation of beauty and conservation of natural resources, and minimize marring and scarring of the landscape and silting of streams. The Bidder shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways, or pastures. The Bidder shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

Section 3. Tools, Equipment, and Supervisory Personnel. The Bidder agrees that, in the event this Proposal is accepted, it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified superintendents and foremen.

Section 4. Changes in Construction. The Bidder agrees to make such changes in construction previously installed in the Project by the Bidder as required by the Owner. The compensation for such changes shall be as agreed upon in writing by the Bidder and the Owner prior to commencement of work in connection with such changes.

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

Section 5. Construction Not in Proposal. The Bidder also agrees to do other work not herein provided for and which may be necessary in order to complete the project, or which the Owner may desire, when and as ordered by the Engineer and with the approval of the Owner. Such extra work shall be paid for at a fair and reasonable price to be mutually agreed upon before a Contract Change Order is issued.

If the nature of the work is such as to preclude making an estimate of cost prior to the execution of the work, or if a fair and reasonable price cannot be mutually agreed upon, then the Engineer, with the Owner's approval, may order the Bidder to proceed with the work on the basis that he be paid at a reasonable cost plus 15 percent. On items of this nature, the Bidder shall submit to the Engineer, as soon as possible after the completion of the work, a complete itemized breakdown of the cost of the work. Reasonable costs shall include the actual cost to the Bidder of all material used, of all labor employed, of foremen, and a reasonable rental for machinery and power tools, when such are required. Labor costs shall include all taxes, assessments, and fees paid by the Bidder on the employees' wages, such as compensation insurance, employees' liability insurance, OAB payments, and Social Security payments. Reasonable cost shall not include rental of small tools, or buildings or wages for the Bidder or his superintendent, public liability insurance, percentage on subcontractors, allowance for use of capital, or any fees, commissions, or profits. The Bidder shall, if requested, submit to the Engineer daily summaries of all labor time charged



to extra work, for the Engineer's approval, with such approved summaries to be the basis for calculating extra labor time.

#### Section 6. Supervision and Inspection.

- a. The Bidder shall cause the construction work on the Project to receive constant supervision by a competent superintendent (herein after called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ, in connection with the construction of the Project, capable, experienced, and reliable foremen and such skilled workmen as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent shall be binding upon the Bidder.
- b. The Owner reserves the right to require the removal from the Project of any employee of the Bidder if, in the judgment of the Owner, such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.
- c. The manner of construction of the Project, and all materials and equipment used therein, shall be subject to the inspection, tests, and approval of the Owner. The Bidder shall furnish all information required by the Owner concerning the nature or source of any materials incorporated or to be incorporated in the Project. The Owner shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor, relevant to the construction of the Project. The Bidder shall provide all reasonable facilities necessary for such inspection and tests. The Bidder shall have an authorized agent accompany the Engineer when final inspection is made and, if requested by the Owner, when any other inspection is made.
- d. In the event that the Owner shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Bidder and the Bidder's surety or sureties to have an inspection made by an engineer approved by the Owner for the purpose of determining the exact nature, extent, and location of such defects.
- e. The Engineer may recommend to the Owner that the Bidder suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work or because of the failure of the Bidder to comply with any of the provisions of the Contract; provided, however, that the Bidder shall not suspend work pursuant to this provision without written authority from the Owner to do so. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Bidder to comply with any of the provisions of this Contract. In the event that work is suspended by the Bidder

with the consent of the Owner, the Bidder, before resuming work, shall give the Owner at least twenty-four (24) hours' notice thereof in writing.

#### Section 7. Defective Materials and Workmanship.

- a. The acceptance of any materials, equipment (except Owner-furnished materials), or any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment, or workmanship found defective before final acceptance of the construction shall be replaced or remedied, as the case may be, by and at the expense of the Bidder. Any such condemned material or equipment shall be immediately removed from the site of the Project by the Bidder at the Bidder's expense. The Bidder shall not be entitled to any payment hereunder so long as any defective materials, equipment, or workmanship in respect to the Project, of which the Bidder shall have had notice, shall not have been replaced or remedied, as the case may be.
- b. Notwithstanding any certificate which may have been given by the Owner or the Engineer, if any materials, equipment (except Owner-furnished materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of Construction of the Project, the Bidder shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. If the Bidder shall be called upon to replace any defective materials or equipment or to remedy defective workmanship as herein provided, the Owner, if so requested by the Bidder, shall deenergize that section of the Project involved in such work. In the event of failure by the Bidder to do so, the Owner may replace such defective materials or equipment or remedy such defective workmanship, as the case may be, and in such event, the Bidder shall pay to the Owner the cost and expense thereof.

#### Section 8. Working Hours.

Work at the substation construction site shall only be done between the hours of 7:00 AM and 7:00 PM local time Monday through Friday and between 8:00 AM and 5:00 PM local time on Saturday. No work is to be done on Sunday.

## ARTICLE III-PAYMENTS AND RELEASE OF LIENS

### Section 1. Payments to Bidder.

- a. The Owner shall make partial payment to the Bidder for construction accomplished during the preceding month on the basis of completed Construction Units furnished and certified by the Bidder, recommended by the Engineer, and approved by the Owner solely for the purposes of payment; provided, however, that such approval shall not be deemed approval of the workmanship or materials. The Bidder shall submit a detailed schedule of values for labor and material/equipment included in the contract. Monthly requests for payment shall be submitted to the Engineer for review. Upon review, the Engineer will submit a recommendation for payment to the Owner for materials and equipment that has been delivered to the job site or stored in a location approved by the Owner and/or progress on installation of construction units. Only ninety five percent (95%) of each such estimate approved during the construction of the Project shall be paid by the Owner to the Bidder prior to Completion of the Project. Upon completion by the Bidder of the construction of the Project, the Engineer will prepare an inventory of the Project showing the total number and character of Construction Units and, after checking such inventory with the Bidder, will certify it to the Owner together with a certificate of the total cost of the construction performed. Upon the approval of such certificates by the Owner, the Owner shall make payment to the Bidder of all amounts to which the Bidder shall be entitled thereunder which shall not have been paid; provided, however, that such final payment shall be made not later than sixty (60) days after the date of Completion of Construction of the Project, as specified in the Certificate of Completion, unless withheld because of the fault of the Bidder.
- b. The Bidder shall be paid on the basis of the number of Construction Units actually installed at the direction of the Owner shown by the inventory; provided, however, that the total cost shall not exceed the maximum contract price for the construction of the Project as set forth in the Acceptance, unless such excess shall have been approved in writing by the Owner.
- c. Notwithstanding the provisions of Section 1a above, the Bidder may, by giving written notice thereof to the Owner, elect to receive payment in full for any Station of the Project upon:
  - 1) completion of construction of such Station as certified by the Owner's Engineer and approved by the Owner;
  - 2) submission to the Owner of the releases of lien and the certificate referred to in Section 2 hereof;
  - 3) submission to the Owner of the consent in writing by the Surety or Sureties on the Performance Bond to payment in full for such Station prior to Completion of the Project.
- d. No payment shall be due while the Bidder is in default in respect of any of the provisions of this Contract, and the Owner may withhold from the Bidder or the Owner based upon

an alleged failure of the Bidder to perform the work hereunder in accordance with the provisions of this Contract.

- e. All invoices and request for payment shall be submitted to the Engineer for review and payment recommendation. Invoices and requests for payment shall be addressed to:

Power System Engineering  
1532 W Broadway, Suite 103  
Monona, WI 53713  
Attn: Mr. Dan Stark  
Email Address: [starkd@powersystem.org](mailto:starkd@powersystem.org)  
Phone: (608) 268-3538

Section 2. Release of Liens and Certificate of Contractor. (See sample Waiver and Release of Lien and sample Certificate of Contractor attached.) Upon the completion by the Bidder of the construction of the Project (or any Station thereof if the Bidder shall elect to receive payment in full for any Station when completed as provided above) but prior to final payment to the Bidder, the Bidder shall deliver to the Owner releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, materialmen, and subcontractors furnishing services or materials for the Project or such Station, and a certificate in the form attached hereto to the effect that all labor used on or for the Project or such Station has been paid and that all such releases have been submitted to the Owner.

Section 3. Payments to Materialmen and Subcontractors. The Bidder shall pay each materialman, and each subcontractor, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Bidder for and on account of materials furnished or construction performed by each materialman or each subcontractor.

## ARTICLE IV-PARTICULAR UNDERTAKINGS OF THE BIDDER

Section 1. Protection to Persons and Property. The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, unless such instructions are incompatible with federal, state, or municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

- a. The Bidder shall at no time and under no circumstances cause or permit any employee of the Bidder to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Bidders.
- b. The Bidder shall so conduct the construction of the Project as to cause the least possible obstruction of public highways.
- c. The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations, or by local conditions.
- d. Temporary water, light, power, sanitary, and other utility service shall be arranged for by the Bidder for construction purposes at its own expense.
- e. The Bidder shall do all things necessary or expedient to properly protect any and all adjacent lines, highways, and any and all property of others from damage, and in the event that any such lines, highways, or other property are damaged in the course of construction of the Project, the Bidder shall, at its own expense, restore any or all of such damaged property immediately to as good a state as before such damage occurred.
- f. The Project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided, shall be under the charge and control of the Bidder, and during such period of control by the Bidder, all risks in connection with the construction of the Project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the Project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence. The Bidder shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence on the part of the Bidder or any of the Bidder's agents or employees during the control by the Bidder of the Project or any part thereof.
- g. Any and all excess earth, rock, debris, underbrush, and other useless material shall be removed by the Bidder from the site of the Project as rapidly as practicable as the work progresses.

- h. Upon violation by the Bidder of any of the provisions of this section, after written notice of such violation given to the Bidder by the Engineer or the Owner, the Bidder shall immediately correct such violation. Upon failure of the Bidder so to do, the Owner may correct such violation at the Bidder's expense; provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Bidder's expense without such prior notice to the Bidder.
- i. The Bidder shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.

Section 2. Insurance. The Bidder shall take out and maintain throughout the construction period insurance in the following minimum requirements:

- a. Workmen's Compensation & Employer's Liability. This insurance shall protect Bidder and the Company against all claims under applicable state workmen's compensation laws. The Bidder shall also be protected against all claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include "All States" endorsement.

The liability limits shall not be less than:

|                                                |                                          |
|------------------------------------------------|------------------------------------------|
| Workmen's Compensation<br>Employer's Liability | Statutory<br>\$1 Million (each employee) |
|------------------------------------------------|------------------------------------------|

- b. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Bidder against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The General Liability limits shall be not less than:

|               |                                                            |
|---------------|------------------------------------------------------------|
| Bodily Injury | \$1 Million (each person)<br>\$1 Million (each occurrence) |
|---------------|------------------------------------------------------------|

|                 |             |
|-----------------|-------------|
| Property Damage | \$1 Million |
|-----------------|-------------|

- c. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Bidder against all claims arising from injuries to persons other than his employees or damage to property of the Owner or others arising out of any act of omission of the Bidder or his agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Bidder, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

The liability limits shall be not less than:

|                 |                                                            |
|-----------------|------------------------------------------------------------|
| Bodily Injury   | \$2 Million (each person)<br>\$2 Million (each occurrence) |
| Property Damage | \$2 Million (each occurrence)<br>\$2 Million (aggregate)   |

- d. Installation Floater. The Bidder shall secure and maintain installation floater insurance on all materials and equipment installed under the Contract. This insurance shall protect the Bidder, the Owner, and the Engineer from all risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage designed for the circumstances which may occur in the particular work included in the Contract. No exclusions shall be permitted with respect to this policy unless specifically authorized by the Owner in writing. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner-furnished equipment and materials to be erected or installed by the Bidder not otherwise insured under builder's risk insurance.

Installation floater insurance shall provide for losses to be payable to the Bidder, the Owner, and the Engineer as their interests may appear. The policy shall contain a provision that, in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Bidder, the Owner, or the Owner's Engineer.

- e. Additional Named Insured. The Owner and its employees and agents, including the Engineer and representatives, shall be named additional insured on all insurance certificates.
- f. Cancellation Notice. The standard ACCORD will not be accepted as proof of insurance unless the cancellation provisions have been altered to assure the Owner at a minimum ten (10) days notice of cancellation.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections b and c of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Bidder shall furnish a certificate evidencing compliance with the foregoing requirements.

Section 3. Indemnification. To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and the Engineer and their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges

of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, or the Engineer or any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work by anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor or other person or organization under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Owner, the Contractor, or any of his subcontractors.

Section 4. Release of Liability. Acceptance by the Bidder of the last payment shall be a release to the Owner and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

Section 5. Delivery of Possession and Control to Owner.

- a. Upon written request of the Owner, the Bidder shall deliver to the Owner full possession and control of any portion of the Project, provided the Bidder shall have been paid at least ninety five percent (95%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the Project to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1f hereof with respect to such portion of the Project so delivered to the Owner shall be terminated; provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials and workmanship as contained in Article II Section 7, hereof.
- b. Where the construction of a Section as hereinbefore defined in Article II, Section 1c and Article III, Section 1c shall have been completed by the Bidder, the Owner agrees, after receipt of a written request from the Bidder, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1f hereof with respect to such Section so delivered to the Owner shall be terminated; provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials or workmanship as contained in Article II, Section 7 hereof.

Section 6. Assignment of Guarantees. All guarantees of materials and workmanship running in favor of the Bidder shall be transferred and assigned to the Owner prior to the time the Bidder receives final payment.



## ARTICLE V-REMEDIES

Section 1. Completion on Bidder's Default. If default shall be made by the Bidder or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Bidder and the Surety or Sureties upon the Contractor's Bond or Bonds a written notice requiring the Bidder to cause such default to be corrected forthwith. Unless, within twenty (20) days after the service of such notice upon the Bidder, such default shall be corrected or arrangements for the correction thereof satisfactory to the Owner shall be made by the Bidder or its Surety or Sureties, the Owner may take over the construction of the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Bidder, and the Bidder and its Surety or Sureties shall be liable to the Owner for any cost or expense in excess of the contract price occasioned thereby. In such event, the Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Bidder or any of its subcontractors, which may be situated at the site of the Project. The Owner, in such contingency, may exercise any rights, claims, or demands which the Bidder may have against third persons in connection with this contract, and for such purpose the Bidder does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

Section 2. Liquidated Damages. The time of the Completion of Construction of the Project is of the essence of the Contract. Should the Bidder neglect, refuse, or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the Bidder the sum of \$500.00 per day for each and every day that such construction is delayed on its completion beyond the specified time, as liquidated damages and not as a penalty; if the amount due and to become due from the Owner to the Bidder is insufficient to pay in full any such liquidated damages, the Bidder shall pay to the Owner the amount necessary to effect such payment in full; provided, however, that the Owner shall promptly notify the Bidder in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.

Section 3. Cumulative Remedies. Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute, and the pursuit of any right or remedy shall not be construed as an election; provided, however, that the provisions of Section 2 of this Article shall be the exclusive measure of damages for failure by the Bidder to complete the construction of the Project within the time herein agreed upon.

## ARTICLE VI-MISCELLANEOUS

### Section 1. Definitions.

- a. The term "Engineer" shall mean the engineer employed by the Owner to provide engineering services for the Project, and said engineer's duly authorized assistants and representatives.
- b. The term "Project" shall mean the substations or other major facilities described in the Plans and Specifications for Construction.
- c. The term "Completion of Construction" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof except the Bidder's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof, (2) the inventory referred to in Article III, Section 1 hereof, and (3) other final documents. The term "Completion of the Project" shall mean full performance by the Bidder of the Bidder's obligations under the contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner, shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.

Section 2. Patent Infringement. The Bidder shall save harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the Project.

Section 3. Permits for Explosives. All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Bidder.

Section 4. Compliance with Statutes and Regulations. The Bidder shall comply with all applicable statutes, ordinances, rules, and regulations pertaining to the work. The Bidder understands that the regulations and orders of governmental agencies having jurisdiction in the premises.

### Section 5. Equal Opportunity Provisions.

- a. Bidder's Representations.

The Bidder represents that:

it has \_\_\_\_\_, does not have \_\_\_\_\_, 100 or more employees, and if it has, that it has \_\_\_\_\_, has not \_\_\_\_\_, furnished the Equal Opportunity Employment Report.

Equal Opportunity Employment-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that, if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year, and that if this Contract will amount to more than \$10,000, the Bidder will file such report, as required by law and notify the Owner, in writing, of such filing prior to the Owner's acceptance of this Proposal.

b. Equal Opportunity Clause.

During the performance of this Contract, the Bidder agrees as follows:

- 1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or, national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.
- 2) The Bidder will include this Equal Opportunity Clause in every subcontractor purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
- 3) Certificate of Nonsegregated Facilities. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained

identical certification from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

Section 6. Franchises. The Bidder shall be under no obligation to obtain or assist in obtaining any franchises, authorizations, permits, or approvals required to be obtained by the Owner from federal, state, county, municipal, or other authorities, or any agreements between the Owner and third parties with respect to any matters incident to the construction and operation of the Project.

Section 7. Nonassignment of Contract. The Bidder shall perform directly and without subcontracting not less than twenty-five percent (25%) of the construction of the Project, to be calculated on the basis of the total contract price. The Bidder shall not assign the contract affected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm, or corporation for the performance of the Bidder's obligations hereunder or any part thereof, without the approval in writing of the Owner and of the Surety and Sureties on any bond furnished by the Bidder for the faithful performance of the Bidder's obligations hereunder. If the Bidder, with consent of the Owner, and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the Bidder shall be as fully responsible to the Owner for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Bidder would be for its own acts and omissions and those of persons directly employed by it.

Section 8. Extension to Successors and Assigns. Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

Section 9. Contractor. Upon acceptance of this Proposal, the successful Bidder shall be the Contractor, and all references in the Proposal to the Bidder shall apply to the Contractor.

Section 10. Addenda. The Bidder acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Items Attached:

Lists and Forms:

- a. List of Plans
- b. List of Owner-Furnished Material
- c. Proposed Materials
- d. Proposed Subcontractors
- e. Substation Construction Units
- f. Substation Construction Units and Prices
- g. Unit Adjustment Prices
- h. Proposal Signature by Bidder
- i. Acceptance

For Reference:

- a. Waiver and Release of Liens
- b. Certificate of Contractor
- c. Performance Bond
- d. Bidder's Qualifications (for Bidders not pre-approved)

**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION**

**LIST OF PLANS**

See PSE Drawing 001 TITLE SHEET – MN RIVER SUBSTATION, CITY OF CHASKA, MN  
dated 6/4/2020

# **INSTALLATION OF BREAKER 4 MN RIVER SUBSTATION**

## **LIST OF OWNER-FURNISHED MATERIALS**

| Item       | Quantity | Description                                | Approximate Shipping Dates |
|------------|----------|--------------------------------------------|----------------------------|
| B3         | 1        | 115 kV, 2000 Amp Disconnect Switch *       | To Be Determined           |
| 152-4      | 1        | 115 kV, 2000 SF6 Vacuum Circuit Breaker ** | On Hand                    |
| PT1A, PT1B | 1        | 115 kV PTs, phase A and B ***              | To Be Determined           |
| Panel 8    | 1        | Relay Panel 4 ****                         | To Be Determined           |
|            |          |                                            |                            |
|            |          |                                            |                            |

\* The 115 kV switch (B3) is to be mounted on an existing switch structure presently used as a bus support. The existing station post insulators and their mounting channels will need to be removed, the existing 4 inch bus field cut to fit and a terminal pads with expansion fittings installed.

\*\* The 115 kV SF6 circuit breaker is to be installed by the Electrical Contractor on an existing breaker pad. Anchor bolts will need to be drilled and epoxied into the pad.

\*\*\* The two 115 kV PTs are to be mounted on the stands furnished and installed by the Electrical Contractor on existing PT stand foundations and their secondarys wired to an existing PT junction box.

\*\*\*\* Relay panel 8 is to be installed in the substation control building next to existing panel 7. The Existing Sync panel, mounted on panel 7, will need to be moved to the end of the panel lineup.

**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION  
PROPOSED MATERIALS**

Bidder agrees that if Proposal is accepted, equipment and materials will be furnished in accordance with the following. After Proposal acceptance, any substitutions shall have prior approval from the Engineer and Owner. The Bidder shall list the manufacturer and type of the following equipment being proposed.

| Item         | Description                                             | Manufacturer | Type |
|--------------|---------------------------------------------------------|--------------|------|
| PTA and PT1B | PT Steel Stands                                         |              |      |
| DC3          | 125 V DC 30 Pole Space Distribution Panel with Breakers |              |      |
| ANN 4        | 12 Point Annunciator                                    |              |      |
|              |                                                         |              |      |
|              |                                                         |              |      |
|              |                                                         |              |      |



**INSTALATION OF BREAKER 4  
MN RIVER SUBSTATION**

**PROPOSED SUBCONTRACTORS**

List the name and address of all subcontractors who will perform work in relation to this contract:

Subcontractor

Work

NOTE: Failure to complete this list may result in rejection of bid. Statements such as “to be determined” are not acceptable.

## **INSTALLATION OF BREAKER 4 MN RIVER STBATATION**

### **SUBSTATION CONSTRUCTION UNITS**

Description of Construction Units. Each Construction Unit consists of a complete installation of the designated portion of a substation or switching station as specified on the drawings, together with connections to associated equipment. Each Construction Unit represents all labor and material, including necessary accessories completely installed and tested in satisfactory operation.

Group A. Structures. A Construction Unit consists of a structure, or structures, with bus supports, including insulators and fittings, buses, conductors, and overhead ground wires to adjacent structures within the station, grounding material to connect equipment with the ground bus, and associated material, including brackets, supports for equipment, clamps and connectors, all as specified in the drawings.

Group B. Three-Pole Group Operated Air Break Switches. A Construction Unit consists of one three-pole group operated air break switch with all accessories and operating mechanisms, as specified in the drawings.

Group C. Lightning Arresters. A Construction Unit consists of one single-phase lightning arrester.

Group D. Single Pole Disconnecting Switches. A Construction Unit consists of one single-pole disconnecting or by-pass switch, as specified in the drawings. If a fuse disconnect switch is specified, the fuse is included with the switch.

Group E. Circuit Breakers. A Construction Unit consists of one complete three-phase power circuit breaker complete with supporting frame and control cabinet, unless shown otherwise in the drawings, mounted as specified in the drawings.

Group F. Circuit Reclosers. A Construction Unit consists of a complete single-phase or three-phase oil circuit recloser, as specified in the drawings.

Group G. Meters, Relays, and Instrument Transformers. A Construction Unit consists of one meter, relay, potential transformer, or current transformer.

Group H. Transformers. A Construction Unit consists of one power transformer or one station service transformer, either single-phase or three-phase, as specified in the drawings.

Group I. Voltage Regulators. A Construction Unit consists of one single-phase or three-phase voltage regulator, as specified in the drawings.

Group J. Communications and Supervisory Control Equipment. A Construction Unit consists of carrier current equipment, microwave, or other types of communications and supervisory control equipment, as specified in the drawings.

Group K. Conduit and Cable. A Construction Unit consists of the wire, cable, conduit and accessories necessary to complete the installation of equipment in accordance with the specifications and drawings, where such installation has not been included in other Groups.

Group L. Foundations. A Construction Unit consists of concrete footings and foundations, except for the fence, as specified in the drawings.

Group M. Site Preparation. A Construction Unit consists of clearing, grading, drainage work, and surfacing, as specified in the drawings.

Group N. Fence. A Construction Unit consists of the complete installation of the fence, gates, etc., as specified in the drawings.

Group O. Station Grounding. A Construction Unit consists of the complete ground bus, including ground rods, grounding mats, or platforms, except as otherwise provided in other Groups, with connections to structures, equipment, and fence, as specified in the drawings.

Group P. Building. A Construction Unit consists of a control building or cabinet, on a foundation of Group L, and the facilities and equipment installed therein, as specified in the drawings, except as otherwise provided in other Groups.

Group Q. Other Electrical Equipment. The Engineer shall specify such additional Groups as may be necessary for the completion of the Project. Description of these Groups shall be provided by an addition to this Section.

**INSTALLATION OF BREAKER 4  
MN RIVER**

**UNIT ADJUSTMENT PRICES  
(GROUP Z)**

| Unit No.              | Name and Description of Construction Unit                | Pricing Unit | Unit Adjustment Price \$ |
|-----------------------|----------------------------------------------------------|--------------|--------------------------|
| <b>CONDUIT</b>        |                                                          |              |                          |
| Z3-1                  | Ridged Aluminum 4"                                       | Foot         |                          |
| Z3-4                  | Schedule 40 PVC 2"                                       | Foot         |                          |
| Z3-5                  | Schedule 40 PVC 3"                                       | Foot         |                          |
| <b>BUS</b>            |                                                          |              |                          |
| Z5-1                  | #2 AWG ACSR                                              | Foot         |                          |
| Z5-2                  | 2000 kcm AAC,                                            | Foot         |                          |
| <b>WIRE AND CABLE</b> |                                                          |              |                          |
| Z6-1                  | In Conduit                                               | Foot         |                          |
| Z6-2                  | Direct Bury                                              | Foot         |                          |
| Z6-3                  | In Tray and Wire Way                                     | Foot         |                          |
| Z6-4                  | Intra and Inter Panel Wiring Including Terminations      | Foot         |                          |
| <b>CONCRETE</b>       |                                                          |              |                          |
| Z7-1                  | Concrete (additional foundation work as may be required) | Cu. Yd.      |                          |
| Z7-2                  | Reinforcing Steel                                        | Lb.          |                          |

**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION**

**PROPOSAL SIGNATURE BY BIDDER**

\_\_\_\_\_  
Bidder

By

\_\_\_\_\_  
President

\_\_\_\_\_  
Address

Attest

\_\_\_\_\_  
Secretary

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

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed, in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed, in the corporate name by a duly authorized officer, and the corporate seal affixed and attested by the Secretary of the Corporation.

**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION**

**ACCEPTANCE**

The Owner hereby accepts the foregoing Proposal of the Bidder

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for the construction of the following project: MN Breaker 4 - Installation

The total contract price is \$\_\_\_\_\_

\_\_\_\_\_  
City of Chaska  
Owner

By

\_\_\_\_\_  
President

Attest

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date of Contract

**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION  
WAIVER AND RELEASE OF LIEN**

WHEREAS, the undersigned, \_\_\_\_\_ has furnished to  
*manufacturer, materialman, or subcontractor*

\_\_\_\_\_ the following: \_\_\_\_\_  
*name of contractor* *kind of material and services furnished*

in the construction of a project belonging to \_\_\_\_\_, known as  
*name of owner*

\_\_\_\_\_  
*project designation*

NOW, THEREFORE, the undersigned, \_\_\_\_\_  
*name of manufacturer, materialman or subcontractor*

for and in consideration \$\_\_\_\_\_, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said \_\_\_\_\_ for said project.  
*name of contractor*

Given under my (our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*name of manufacturer, materialman or subcontractor*

By \_\_\_\_\_, president, vice president, partner, or owner, or, if signed by other than one of the foregoing, accompanied by power of attorney signed by one of the foregoing in favor of the signer (use designation applicable).

**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION  
CERTIFICATE OF CONTRACTOR**

\_\_\_\_\_, certifies that he is the \_\_\_\_\_ of, the  
*title of office* *name of contractor*  
Contractor, in a Construction Contract dated \_\_\_\_\_, 20\_\_\_\_, entered into between the Contractor  
and City of Chaska, the Owner, for the construction of a Project known as  
*name of owner*

MN River Substation - Breaker 4 Installation; and that he is authorized to and does make this  
certificate on behalf of said Contractor in order to induce the Owner to make payment to the  
Contractor, in accordance with the provisions of said Construction Contract.

Undersigned further says that all persons who have furnished labor in connection with said  
construction have been paid in full, that the names of manufacturers, materialmen, and  
subcontractors that furnished material or services or both in connection with such construction and  
the kind or kinds of material or services or both so furnished are:

| NAME | KIND OF MATERIAL AND SERVICE |
|------|------------------------------|
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |

and that the releases of liens executed by all such manufacturers, materialmen, and subcontractors  
have been furnished the Owner.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION  
PERFORMANCE BOND**

KNOW ALL PERSONS that we \_\_\_\_\_

\_\_\_\_\_ as Principal, and \_\_\_\_\_

\_\_\_\_\_ as Surety, are held and firmly

bound unto City of Chaska hereinafter called the Owner, in the penal sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of the obligation is such that whereas the Principal has executed the attached Contract dated \_\_\_\_\_, 20\_\_\_\_, to: install circuit breaker 4, relay panel 8, and the associated control and relay modifications at the MN River Substation. General work includes the installation of the circuit breaker 4, a three phase disconnect switch 4B, two 115 kV bus PTs, relay panel 8 and the associated control wire and cable and control and relay circuit changes.

NOW THEREFORE, if the Principal shall:

1. Well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the terms of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and
2. Promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived;

then this obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

| Witness  | Individual Principal |
|----------|----------------------|
| By _____ | By _____ (Seal)      |
| By _____ | By _____ (Seal)      |
| By _____ | By _____ (Seal)      |

Corporate Principal

\_\_\_\_\_  
Business Address

By \_\_\_\_\_ (Affix)  
(Corporate)  
(Seal)

Attest:

By \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Title Corporate Surety

\_\_\_\_\_  
Business Address

By \_\_\_\_\_ (Affix)  
(Corporate)  
(Seal)

\_\_\_\_\_  
Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary  
of the Corporation named as Principal in the within bond, that \_\_\_\_\_

\_\_\_\_\_ who signed the said bond on behalf of the

Principal was \_\_\_\_\_ of said Corporation; that I know his signature, and his  
signature thereto is genuine, and that said bond was duly signed, sealed, and attested for in behalf of  
said Corporation by authority of its governing body.

By \_\_\_\_\_ (Affix)  
(Corporate)  
(Seal)

\*\*\*

**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION**

**BIDDER'S QUALIFICATIONS**

*To be submitted in accordance with the provisions set forth in "Notice and Instructions to Bidders" contained in the bidding documents for the project.*

The undersigned Bidder makes the following representations relating to its proposal to

\_\_\_\_\_ for  
(Business name, and address of Owner)  
\_\_\_\_\_

1. The Bidder maintains a permanent place of business at

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

2. The Bidder possesses adequate financial resources as indicated by the following abbreviated statement:

Financial condition at close of business \_\_\_\_\_, 20\_\_\_\_

**ASSETS:**

(a) Cash in bank and on hand \_\_\_\_\_ \$ \_\_\_\_\_

(b) Receivable-notes, open accounts and interest \_\_\_\_\_

(c) Stock and bonds \_\_\_\_\_

(d) Real estate, furniture and fixtures, materials \_\_\_\_\_

(e) Equipment \_\_\_\_\_

(f) Other assets (name) \_\_\_\_\_

\_\_\_\_\_

TOTAL ASSETS \$ \_\_\_\_\_

**LIABILITIES:**

(a) Payable-notes, open accounts and interest \_\_\_\_\_ \$ \_\_\_\_\_

(b) Real estate encumbrances \_\_\_\_\_

(c) Other encumbrances (name) \_\_\_\_\_

\_\_\_\_\_

(d) Reserves \_\_\_\_\_

(e) Capital stock paid up (all classes) \_\_\_\_\_

(f) Surplus--net worth \_\_\_\_\_

TOTAL LIABILITIES \$ \_\_\_\_\_

In addition to the foregoing, a complete and detailed financial statement will be furnished if required.

3. The following judgments are outstanding against the Bidder:

|                 | <i>Judgment Creditors</i> | <i>Where Docketed and Date</i> | <i>Amount</i> |
|-----------------|---------------------------|--------------------------------|---------------|
| (a)             | _____                     | _____                          | \$ _____      |
| (b)             | _____                     | _____                          | \$ _____      |
| Total Judgments |                           |                                | _____         |

4. In the event the contract is awarded to the Bidder, a surety bond in a penal sum not less than the maximum Contract price will be furnished by:

\_\_\_\_\_  
(Surety Company)

Date: \_\_\_\_\_ (signed) \_\_\_\_\_  
Representative of Surety Company

5. The Bidder will make available for use in connection with the proposed construction the following construction plant and equipment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. The Bidder has had the following experience on other similar work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. If awarded the contract for the construction of the Project, the Bidder will employ the construction superintendents and supervisors listed hereunder for work throughout the course of the construction of the Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attached hereto are signed statements of the qualifications of said superintendents and supervisors, including specific experience in supervision of construction of the type of facilities included in the plans and specifications.

8. The Bidder now has the following bonded jobs under contract:

|       |          |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

9. The Bidder possesses Contractor's License No. \_\_\_\_\_ for the State of \_\_\_\_\_ in which the Project is located, and said license expires on \_\_\_\_\_, 20\_\_\_\_\_.

10. The Bidder hereby represents and warrants that all statements set forth herein are true and correct. *(If the Bidder is a partnership, the partnership name must be signed, followed by the signature of at least one of the partners. If the Bidder is a corporation, the corporate name must be signed, followed by the signature of a duly authorized officer and the corporate seal affixed. A typewritten copy of all such names and signatures shall be appended. No alterations, erasures, corrections or interlineations will be permitted.)*

(OFFICIAL SEAL)

\_\_\_\_\_  
*Name of Bidder*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## DIVISION 1 – GENERAL REQUIREMENTS

### SECTION 01000 – INFORMATION AND REQUIREMENTS

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#### SECTION INDEX

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1. Location of Project
  2. Scope of Project
  3. Owner-Furnished Materials
  4. Work by Others
  5. Permits and Regulations
  6. Applications for Payment
  7. Trade Names and Catalog References
  8. Progress Meetings
  9. Field Engineering and Staking
  10. Codes and Standards
  11. Submittals
  12. Construction Record Plans
  13. Tests
  14. Contract Closeout
-

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## DIVISION 1 – GENERAL REQUIREMENTS

### SECTION 01000 – INFORMATION AND REQUIREMENTS

---

#### 1 LOCATION OF THE PROJECT

The project is located at 1040 Dahlen Lane, Chaska, Minnesota.

#### 2 SCOPE OF THE PROJECT

This contract provides for the installation of circuit breaker 4, relay panel 8, and the associated control and relay modifications. The Contractor is responsible for furnishing all material to complete this project with the exception of the material specifically noted as being furnished by the Owner.

The project includes, but is not necessarily limited to, the following:

- 2.1 Installation of a 115 kV, 2000 Amp SF6 circuit breaker. The pad for the breaker has been previously installed and the breaker is on hand and being stored on site. The Contractor is to move the breaker to the pad, assemble the breaker legs, and drill and epoxy in anchors. There is SF6 gas in the breaker, the Contractor is to top off the breaker SF6 as needed to bring the gas pressure to the manufacturer's recommended operating pressure. The breaker SF6 fill kit is stored in the breaker cabinet and the Owner has spare SF6 on hand. The Contractor is to furnish, install and terminate the control, instrumentation and power cables that are to be run from the breaker to the control building termination cabinet. The cables are to be run underground in three inch ridged galvanized conduit from the breaker cabinet to the substation cable trench system then in the cable trench to the termination cabinet. Flex conduit may be used between the buried conduit and the breaker cabinet. The Contractor is to ground the breaker stand and cabinet to the substation ground grid system. The Contractor is to install, two per phase, 2000 kcm AAC jumpers between the breaker and its disconnect switches, including two conductor NEMA 4-hole pad terminations and cable spacers.
- 2.2 Installation of two Owner furnished 115 kV CCVTs (RITZ model CVO123IRI). The CCVTs are to be mounted on Contractor furnished galvanized steel stands located on foundations that were previously installed in the substation. The Contractor is to install and terminate the CCVT secondary conductors. The CCVT secondary conductors are to be run in conduit, to an existing junction box located on the stand of a third CCVT that was presently installed. The Contractor is to install grounding to the substation ground system for the CCVTs and the CCVT stands. The Contractor is to install a second three phase fuse block, six 30A, 250 V fuses, two additional 6 point terminal blocks and the junction box wiring for the CCVT secondary. An eight conductor cable already pulled into the junction box from the termination cabinet is to be terminated on an existing 12 point terminal block to bring the CCVT secondary voltages into the termination cabinet. The eight conductor cable will need to be moved to a new set of terminal blocks in the termination cabinet.



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## DIVISION 1 – GENERAL REQUIREMENTS

### SECTION 01000 – INFORMATION AND REQUIREMENTS

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- 2.3 Installation of an Owner furnished 115 kV three-phase gang operated air break switch, assembled and installed on an existing switch structure, including any necessary mounting brackets and field drilled mounting holes. The contractor is to remove three station post insulator bus supports and cut the existing 4 inch bus for the switch installation. The removed material is to be given to the Owner. Install NEMA 4-hole expansion type terminations to connect the bus to the disconnect switch. The Contractor is to furnish and install a switch operator platform and ground the switch operator and the platform to the substation ground system. The contractor is to adjust the switch operation to the Owners satisfaction before setting the switch operator piercing bolts.
- 2.4 Installation of the Owner furnished relay panel 8. To make room for the relay panel 8 at the end of the relay panel lineup the Contractor is to move the existing Sync Scope swing panel to the new end of the relay panel lineup, mounting it off relay panel 8 or off the overhead cable tray. The Contractor will need to field fabricate or otherwise furnish the hardware needed to relocate the sync panel.
- 2.5 Furnish and install a 30 pole 225 Amp, 125 V DC distribution panel and DC circuit breakers, including conduit to the overhead cable tray, as shown on the drawings. The DC panel shall be a Square D type I-line (HCN) distribution panel with main lugs and FA branch two pole breakers.
- 2.6 Furnish and install a fourth 12 point Seekirk (model B1003-S4) annunciator panel, including conduit to the overhead cable tray and cables, as shown on the drawings.
- 2.7 The Contactor is to install additional Owner furnished terminal blocks, shorting blocks, blocking switches, fuses and fuse blocks, and auxiliary CTs in several of the existing relay panels, as shown on the drawings.
- 2.8 Remove existing control and relay wiring and install the new wiring as shown on the drawings, the Contractor is to furnish all multi-conductor cable and individual conductors, terminations, wire identification labels and wire ties. The Contractor is to install the cables, and individual conductors between equipment, and within and between the relay panels as indicated in the cable list and the wiring drawings.
- 2.9 The contractor is to off-load and store on site the Owner furnished relay panel 8, 115 kV switch and PTs if they arrive on site during the installation work.
- 2.10 Anchor bolts for the 115 kV switch to anchor to its pad, drill and epoxy in the anchor bolts.
- 2.11 Conduit both below and above grade for equipment interconnection wiring.

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## DIVISION 1 – GENERAL REQUIREMENTS

### SECTION 01000 – INFORMATION AND REQUIREMENTS

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- 2.12 Wiring between the substation equipment, the relay panels, the substation SCADA panel and the annunciator, that runs in cable tray will need to be multi-conductor cable suitable for installation in cable tray.
- 2.13 The Contractor shall provide personnel and equipment needed to assist with the logistics involved with the work of the Owner's substation commissioning engineer.
- 2.14 All other work and equipment necessary for a complete and operable facility.

### 3 OWNER FURNISHED MATERIALS

- 3.1 Equipment furnished by the Owner for installation by the Contractor is listed in the "List of Owner Furnished Materials", attached to the Contractor's Proposal and described in Division 16.
- 3.2 Drawings and other documentation for the Owner furnished 115 kV GOAB switch and the 115 kV CCVTs will be made available to the contractor in a timely manner.

### 4 WORK BY OTHERS

- 4.1 The Contractor is responsible for all equipment installation and project work except for the following:
  - a. Substation commissioning and final testing.

### 5 PERMITS AND REGULATIONS

- 5.1 Permits and licenses of a temporary nature, such as building permits, necessary for the prosecution of the work shall be obtained and paid for by the Contractor. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses.
- 5.2 The Contractor shall give all notices and comply with all laws, ordinances, building and construction codes, rules and regulations applicable to the work. If the Contractor observes that the plans or specifications are at variance therewith, the Contractor shall promptly notify the Engineer.

### 6 APPLICATIONS FOR PAYMENT

- 6.1 Submit 3 copies of Applications for Payment by the 15<sup>th</sup> of each month to the Owner, Attn: Mr. Andrew Romine, for review and recommendation for payment. Applications for Payment shall show the scheduled value of each item, total completed from the previous Application, work completed this period, total completed, and percent completed.

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## DIVISION 1 – GENERAL REQUIREMENTS

### SECTION 01000 – INFORMATION AND REQUIREMENTS

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- 6.2 The cost breakdown from the unit prices in the Contractor's Proposal may be used for the price breakdown for payment if desired by the Contractor.

#### 7 TRADE NAMES AND CATALOG REFERENCES

References in the specifications or on the plans to a manufacturers' name, make, model or catalog number is intended to be descriptive as to type and quality of equipment and material required and is not necessarily intended to preclude the use of another make of equipment or material equal in quality and performance. Substitute equipment and materials will be considered under the following conditions:

- 7.1 No manufacturer or product name specified: Any product meeting the specifications may be used.
- 7.2 Manufacturer or product name(s), or equal, specified: Any product meeting the specifications may be substituted.
- 7.3 Manufacturer or product name(s), or approved equal, specified: Substitutes must be approved by the Engineer.
- 7.4 Manufacturer or product name(s) specified, without stating an equal or approved equal: no substitutions allowed. Furnish the product or one of the products specified.

The Contractor shall be responsible for investigating the proposed substitute and determining that it meets or exceeds the specified product, for coordination of installation, and for any other changes which may be required for the work to be complete in all respects.

#### 8 PROGRESS MEETINGS

At the request of the Owner, meetings may be held at the project site to determine the progress of the work, to receive instructions from the Engineer or the Owner, and to expedite completion of the project. Subcontractors present at such meetings shall be represented by a person with full authority to act on behalf of the subcontractor.

#### 9 FIELD ENGINEERING AND STAKING

- 9.1 The Contractor shall provide field engineering services to establish grades, lines, and levels using recognized engineering survey practices.
- 9.2 The Contractor shall notify the Engineer at least 48 hours in advance of initial field staking of base lines and grade so that, if desired, the Engineer can have a representative present to observe the results of the field staking.

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## DIVISION 1 – GENERAL REQUIREMENTS

### SECTION 01000 – INFORMATION AND REQUIREMENTS

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- 9.3 The Owner reserves the right to change the placement of structures on the site at any time prior to start of the work and the Contractor shall not have any claims for any extras due to such changes, except to compensate for any changes in quantities on excavation, fill, grading, and material required.

## 10 CODES AND STANDARDS

- 10.1 Laws, Codes, and Regulations: The Contractor shall comply with and the work shall be performed in compliance with all laws, ordinances, building and construction codes, rules, and regulations applicable to the work, including the following:

- National Electric Safety Code (NESC)
- National Fire Protection Association (NFPA)
- National Electric Code (NEC)
- Occupational Safety and Health Act (OSHA)

- 10.2 Standards: All equipment and materials shall be furnished, installed, and tested in conformance with the latest revisions of the following standards, as applicable:

- American National Standards Institute, Inc. (ANSI)
- American Society for Testing and Materials (ASTM)
- Edison Electric Institute (EEI)
- Institute of Electrical and Electronic Engineers, Inc. (IEEE)
- Insulated Power Cable Engineers Association (IPCEA)
- National Electrical Manufacturers' Association (NEMA)
- Underwriters' Laboratories, Inc. (UL)

- 10.3 Conflicts: Where conflicts occur between codes and standards or between codes and standards and Specifications and Plans, the one establishing the more stringent requirements shall be followed.

## 11 SUBMITTALS

### 11.1 Construction Schedule:

- a. The Contractor shall within ten (10) days of award of the Contract submit a proposed construction schedule in the form of a bar chart, identifying the first day of each week. The bar chart shall show start and completion of activities of construction.

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## DIVISION 1 – GENERAL REQUIREMENTS

### SECTION 01000 – INFORMATION AND REQUIREMENTS

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- 12 The Contractor shall furnish with the construction schedule a list of delivery dates for materials furnished by the Contractor to be incorporated into the project.
- 13 The construction schedule and the material delivery dates shall be updated as may be necessary during the course of the project because of changes in the schedule or delivery dates, or if requested to do so by the Engineer.

#### 13.1 Welding Certificates:

The Contractor shall promptly after award of the Contract submit a copy of a welding certificate for each person assigned to do field welding on the project, showing that the person has passed tests specified by the AWS. Certificates must be submitted prior to performing any welding. Certificates are not required for non-structural tack welding.

#### 13.2 Shop Drawings and Product Information:

- a. The Contractor shall submit three sets of shop drawings and product information for the Engineer's review as soon as possible after award of the Contract, as required in each section of these specifications.
- 14 The Contractor shall be responsible for checking shop drawings and product information prior to submittal for errors, correctness of details, and conformance with the Contract, and for coordination between suppliers and subcontractors. The Contractor shall indicate with his submittal that he has checked and approved the shop drawings submitted.
- 15 The Engineer's review of shop drawings and product information shall not relieve the Contractor from errors, omissions, correctness of details or dimensions, or conformance with the Contract. The Contractor shall make corrections as required to obtain conformance with the Contract, whether such corrections are required during review or after fabrication, delivery, or installation of the materials concerned.
- 16 After review by the Engineer, furnish four copies of all shop drawings for record.

#### 17 CONSTRUCTION RECORD PLANS

The Contractor shall maintain during the course of the project a set of prints of the Plans and other drawings (such as interconnection drawings) which shall be marked to show deviations from the Plans and Specifications for Construction. These Plans and Drawings shall be furnished to the Engineer for record when the construction is completed.

#### 18 TESTS

- 18.1 The Contractor shall make tests and checks necessary to phase all apparatus and instruments, to determine that connections are properly made, and that all apparatus

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## DIVISION 1 – GENERAL REQUIREMENTS

### SECTION 01000 – INFORMATION AND REQUIREMENTS

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functions satisfactorily. Notify the Engineer when an installation is considered to be complete and in operating condition and ready for final tests.

- 18.2 When the installation will require final testing to be done by others, the Contractor shall furnish construction labor to disconnect and reconnect electrical or mechanical devices as required to perform such testing.

#### 19 CONTRACT CLOSEOUT

- 19.1 The Contractor shall clean all exterior and interior surfaces exposed to view and remove temporary labels, stains and foreign substances for equipment and facilities. The Contractor shall furnish matching paint and touch up equipment and facilities as required. All exposed surfaces requiring painting shall first be cleaned so as to be free of all rust, dirt, oil, or other material that would be detrimental to painting. Galvanized steel shall have damaged galvanizing repaired as specified in Division 5, Section 05100 - Structural Metal Framing.
- 19.2 The Contractor shall clean the site, picking up all trash and discarded material, sweeping paved areas, and raking other surfaces. The Contractor is responsible for the collection, removal and proper disposal of all trash and refuse that he generates during the course of his work.
- 19.3 The Contractor shall furnish the marked set of Construction Record Plans to the Engineer so that changes from the Plans and Specifications can be incorporated in the record drawings for the project.
- 19.4 The Contractor shall furnish four copies of all shop drawings to the Engineer.

#### END OF SECTION

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DIVISION 5 – STRUCTURAL

SECTION 05100 – SUBSTATION STRUCTURES

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1. General
  2. Codes and Standards
  3. Materials
  4. Fabrication
  5. Fasteners
  6. Delivery
  7. Repair of Galvanizing
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## DIVISION 5 – STRUCTURAL

### SECTION 05100 – SUBSTATION STRUCTURES

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#### 1 GENERAL

##### 1.1 Scope

- 1.1.1 This Section applies to supplying materials and the fabrication of steel structures for use in electrical substations. This work is to include the structural and equipment bolts, nuts, and washers as required and specified on the erection drawings.

##### 1.2 Substation Suppliers

- 1.2.1 It is the intent of these specifications that complete substations be fabricated and supplied by a single manufacturer regularly engaged in the fabrication of substation structures.
- 1.2.2 The manufacturer shall assign certified welders to all structural welding tasks and, upon request, shall submit certificates verifying that each person has passed tests specified by ASME or AWS, as applicable.

#### 2 CODES AND STANDARDS

- 2.1 Work shall be in accordance with applicable codes and standards of the following organizations:

- American Society of Testing and Materials (ASTM).
- American Welding Society (AWS).
- American Institute of Steel Construction (AISC).
- American Iron and Steel Institute (AISI).
- National Electrical Manufacturers Association (NEMA).

#### 3 MATERIALS

- 3.1 Steel substation components shall conform to the following manufacturing standards:

- Structural steel: ASTM A36
- Connection bolts and nuts: ASTM A394 or A307 galvanized
- Steel washers: ASTM A107
- Locknuts: M-F locknuts
- Anchor bolts: ASTM A307, A36
- Galvanizing: ASTM A123, A153, and A385



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## DIVISION 5 – STRUCTURAL

### SECTION 05100 – SUBSTATION STRUCTURES

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#### 4 FABRICATION

- 4.1 Fabricate structures in accordance with the erection drawings and AISC standards.
- 4.2 All welds shall be made in accordance with AWS standards using E-70 electrodes.
- 4.3 The material shall be straight, clean, and free of rust.
- 4.4 All cutting shall be neat and accurate to 1/32" plus or minus, unless otherwise noted. Holes shall be no more than 1/16" larger than the nominal bolt diameter, and shall be located with an accuracy of 1/32" plus or minus.
- 4.5 Metal protection: steel work shall be hot-dip galvanized after fabrication, unless otherwise specified. Galvanizing, tests, and inspection shall be in accordance with the latest revision of ASTM A123.
- 4.6 Straightening: members which are bent or out of line after galvanizing shall be carefully straightened with the use of a straightening roller machine. The use of sledges or other methods in which material or its finish may be mutilated shall not be allowed.
- 4.7 Marking: each individual piece shall be identified with the correct part number as shown on the shop drawings. Marking shall be done by stamping numerals or letters into the metal with not less than 1/2" high characters before galvanizing. The marking shall be clearly legible after galvanizing and shall be circled with a black marker.
- 4.8 Shop assembly: subassemblies of structures shall be preassembled in shop to extent necessary to ensure proper fit in field. Reaming of unfair holes will not be permitted.

#### 5 FASTENERS

- 5.1 Furnish at least 5 percent overage of each size bolt, nut, washer, and locknut as shown on erection drawings.
- 5.2 Bolts, nuts, washers, locknuts, and similar hardware shall be galvanized in accordance with ASTM A153. Excess spelter shall be removed by centrifugal spinning.

#### 6 DELIVERY

Delivery to be F.O.B. job site.

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DIVISION 5 – STRUCTURAL

SECTION 05100 – SUBSTATION STRUCTURES

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7 REPAIR OF GALVANIZING

Each hole drilled after galvanizing or any damaged galvanizing shall be re-galvanized by painting with “Galvanox” type 1 by Carboline-Subox Div., or equal. Application in accordance with manufacturer’s recommendation.

**END OF SECTION**

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DIVISION 5 – STRUCTURAL

SECTION 05200 – STEEL STRUCTURE ERECTION

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1. General
  2. Codes and Standards
  3. Materials
  4. Installation of Structures
  5. Repair of Galvanizing
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## DIVISION 5 – STRUCTURAL

### SECTION 05200 – STEEL STRUCTURE ERECTION

---

#### 1 GENERAL

##### 1.1 Scope

- 1.1.1 This Section applies to the fabrication of steel structures for use in electrical substations. Structural steel, structural and equipment bolts, nuts, and washers, as specified on the erection drawings, are to be supplied by others.

##### 1.2 Substation Suppliers

- 1.2.1 It is the intent that complete substations have been fabricated and supplied by a single manufacturer regularly engaged in the fabrication of substation structures.

#### 2 CODES AND STANDARDS

- 2.1 Work shall be in accordance with applicable codes and standards of the following organizations:

- American Society for Testing and Materials (ASTM).
- American Institute of Steel Construction (AISC).
- American Iron and Steel Institute (AISI).
- National Electrical Manufacturers Association (NEMA).

#### 3 MATERIALS

- 3.1 Steel substation components conform to the following manufacturing standards:

- Structural steel: ASTM A36
- Connection bolts and nuts: ASTM A394 or A307 galvanized
- Steel washers: ASTM A107
- Locknuts: M-F locknuts
- Anchor bolts: ASTM A307, A36
- Galvanizing: ASTM A123, A153 and A385

#### 4 INSTALLATION OF STRUCTURES

- 4.1 Assemble accurately as shown on erection drawings.
- 4.2 Follow match marks.
- 4.3 Handle materials carefully to prevent damage.

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## DIVISION 5 – STRUCTURAL

### SECTION 05200 – STEEL STRUCTURE ERECTION

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- 4.4 Slings, or other equipment used for picking up members or portions of structures, shall be of such material or protected in such a way as not to cut into corners of members, damage galvanizing, or distort or overstress members when heavy lifts are made. Members or portions of structures shall be raised in such a manner that no dragging against portions of structure already erected shall occur. A reasonable amount of drifting will be permitted. Re-drilling or other corrections, if required, shall be undertaken as authorized by the Engineer.
- 4.5 When portions of structures are being preassembled on the ground before erection, such assembly shall be on surfaces or blocking which will provide support to prevent distortion of structural steel and prevent dirt, mud or other foreign materials from adhering to the steel. All bolts shall be installed in all connections of preassembled portions or structure, and bolts shall be at least finger-tight.
- 4.6 Use light drifting necessary to draw holes together. Light drifting is defined as drifting without causing elongation of holes or deformation of steel members of the structure. Drifting to match unfair holes is not allowed. Use twist drills to enlarge holes to make connections.
- 4.7 Draw up bolted connections reasonably tight as work progresses. Tighten bolts after completion of structures. Only wrenches of proper size, which will not deform nuts or cut or flake galvanizing, shall be used. Bolts shall be normally installed so that nuts are on the outside or on top of structure members. All members shall be clean at the joints before being bolted.
- 4.8 The use of cutting torch or welding will not be permitted.
- 4.9 Install plumb, level, and solidly anchored foundations or supports furnished and installed under this Contract. Introduce temporary bracing required to support erection loads.
- 4.10 Grout under base-plates as specified in Section 03100.

## 5 REPAIR OF GALVANIZING

- 5.1 Each hole drilled after galvanizing or any damaged galvanizing shall be re-galvanized by painting with "Galvanox" Type 1 by Carboline-Subox Div., or equal, application in accordance with manufacturer's recommendations.

**END OF SECTION**

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DIVISION 16 – ELECTRICAL

SECTION 16100 – BASIC MATERIALS AND METHODS

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## DIVISION 16 – ELECTRICAL

### SECTION 16100 – BASIC MATERIALS AND METHODS

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#### 1 GENERAL

- 1.1 This section covers conduits, cable trays, cable trenches, underground duct systems, wire, cable, markers, nameplates, and other equipment and systems.

#### 2 RELATED SECTIONS

- Section 01000 - General Requirements
- Section 02200 - Structure Excavations and Backfilling
- Section 03100 - Cast-In-Place Concrete

#### 3 CODES AND STANDARDS

- National Electric Manufacturer's Association (NEMA)
- National Electric Code (NEC)
- Underwriters Laboratories (UL)
- National Electric Safety Code (NESC)
- Insulated Cable Engineers Association (ICEA)

#### 4 SUBMITTALS

- 4.1 Refer to Section 01000. Submit shop drawings and/or product information for the following:

- 4.1.1 Low voltage wire and cable
- 4.1.2 High voltage cables
- 4.1.3 Cable terminators
- 4.1.4 Panelboards
- 4.1.5 List of proposed nameplates and signs
- 4.1.6 15 kV disconnect switches, both ganged and hook stick operated
- 4.1.7 15 kV fused disconnect switches and fuses
- 4.1.8 Station post insulators and arresters

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#### 5 CONDUIT

Unless otherwise specified on the Plans or in the Specifications, conduits shall be in accordance with these requirements. If size is not indicated on the Plans, conduits shall be sized in accordance with the NEC.

- 5.1 Galvanized rigid steel conduit shall be used above grade inside and outside. If specified to be used underground, a protective coating of bitumastic or asphalt paint shall be applied to the conduit. Couplings, unions, and fittings shall be galvanized. Conduit bodies shall be weatherproof with gaskets and plated screws.
- 5.2 Rigid aluminum conduit may be used above grade inside and outside at the Contractor's option. Do not use underground or embedded in concrete. Couplings, unions, and fittings shall be aluminum alloy. Conduit bodies shall be weatherproof with gaskets and plated screws.
- 5.3 Rigid polyvinyl chloride conduit (PVC):
  - 5.3.1 Schedule 40 PVC conduit, unless otherwise indicated in the Plans and Specifications, shall be used below grade for low voltage power, control, and instrumentation cable installations.
  - 5.3.2 Schedule 80 PVC conduit, unless otherwise indicated in the Plans and Specifications, shall be used below grade for high voltage feeder cable exit and riser installations.
  - 5.3.3 The conduit shall be rated for 90°C conductors or cable and for use in direct sunlight. Screw type couplings recommended by the conduit manufacturer shall be used to join PVC and steel or aluminum conduit. The transition point shall be 6 inches above the finished grade.
- 5.4 Liquid tight flexible metal conduit shall be used where shown on the Plans, inside or outside, for short lengths between equipment terminal boxes and rigid conduit.
- 5.5 Install above grade conduits exposed both inside and outside unless otherwise shown on the Plans. Run parallel with, or at right angles to, lines of structures and buildings, unless otherwise shown on the Plans, and support at minimum intervals of 5 feet in a manner approved by the Engineer. Avoid pockets in conduit runs as much as possible. Unless the equipment into which conduit connects has threaded hubs, terminate conduit with 2 locknuts and an insulated bushing. Install expansion fittings in conduit runs over 10 feet.
- 5.6 Install direct buried conduit at a depth of 32 inches below finished grade for low voltage power, control, and instrumentation cable installations and 42 inches below grade for



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high voltage feeder cable exit and riser installations, unless shown otherwise on the Plans. Conduit shall be bedded in sand with a minimum of 3 inches of fine sand all around.

#### 6 CABLE TRAY

- 6.1 When shown on the Plans, cable tray shall be latter type with solid side rails, hot dip galvanized after fabrication or aluminum, with supports, couplings, elbows, tees, dropouts, and other fittings as required. Size and other requirements as specified on the Plans.

#### 7 CABLE TRENCH

- 7.1 When shown on the Plans, trench shall be precast concrete type as manufactured by Trenwa, Inc. or approved equal, size as shown on the Plans. Provide ground cable clips.
- 7.2 Install in accordance with the manufacturer's instructions and as shown on the Plans. Excavate and backfill in accordance with Section 02200. Install sand or gravel, bedding, and underdrain, if required, and conduit entrances as shown on the Plans. Install a minimum 4 inches bedding of fine sand in the trench to form a level bottom, just covering the frame members.

#### 8 UNDERGROUND DUCT SYSTEM

When shown on the Plans, underground duct systems shall be concrete encased type complete with manholes and handholes as shown in the Plans.

- 8.1 Ducts shall be Type EB for concrete encasement with plastic duct spacers furnished by the duct manufacturer, Carlon Type EB Power and Communications Duct or equal. Use duct endbells at duct terminations in manholes. Duct spacing, concrete cover, and burial depth shall be as shown on the Plans.
- 8.2 Manholes shall be precast type. The minimum size and design requirements are as shown on the Plans. Provide galvanized steel ladder and supports, galvanized steel pulling irons opposite each duct entrance, galvanized steel channel inserts for cable supports, and cable support brackets. Place channel inserts full length vertically, 2 on each side on manhole.
- 8.3 Install duct runs straight, except as shown on the Plans, sloped to avoid low spots and provide good drainage. Duct bank may be poured without forming provided trench walls do not cave. Tie down ducts to prevent floating during concrete pouring. Use manufacturer's spacers to maintain duct spacing. Pour each section of duct bank complete in one operation if possible. Begin pouring at one end toward the other end

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to allow the free end to move. Do not encase from each end toward the center. Do not use a mechanical vibrator.

- 8.4 Pull a mandrel through each duct after completing construction of the duct bank to clean the ducts. Mandrel shall be 1/4 inch smaller in diameter than the duct. If obstruction is encountered, or if there is evidence of a water pocket, that section shall be rebuilt at no cost to the Owner.

## 9 LOW VOLTAGE WIRE AND CABLE

Low voltage power, control, and instrumentation conductors shall be sized as indicated on the Plans or in the Specifications and shall meet the requirements specified below.

### 9.1 Single conductor in conduit above grade:

- 9.1.1 Minimum size #14 solid or stranded copper; #10 and larger stranded copper only, cross-linked polyethylene insulation, 600 volt, 75°C wet/ 90°C dry temperature rating, Type XHHW. Color coding shall be in accordance with NEC.

### 9.2 Multi-conductor control cable above and below grade:

- 9.2.1 Minimum size #14, stranded copper, 600 volt, 75°C wet/ 90°C dry temperature rating, for use inside or outside, covered or in direct sunlight, in wet or dry locations, in tray, conduit, duct, or direct burial.
- 9.2.2 30 mil cross linked polyethylene or ethylene propylene insulated and 45 mil polyethylene or neoprene cable jacket.
- 9.2.3 Color coding compounded in the insulation, not surface coated. Color-code in accordance with ICEA Method 1, Table K-1, (B, W, R, G) for 4 conductors or less, Table K-2 for 5 or more conductors.

### 9.3 Power and lighting cables above and below grade and direct buried:

- 9.3.1 Multi-conductor, cross-linked polyethylene insulation (Type XHHW), PVC jacket, for use inside or outside, in wet or dry locations, in tray, conduit, duct, or direct burial.

### 9.4 Instrumentation cable:

- 9.4.1 Minimum size #18 stranded tinned copper, 600 volt minimum, shielded, 90°C temperature rating wet or dry, for use inside or outside, covered or in direct sunlight, in wet or dry locations, in tray, conduit, duct, or direct burial.

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- 9.4.2 Shield of metalized foil or tinned copper braid providing 100 percent coverage against noise with a copper drain wire on each pair.
- 9.4.3 Single pair cable: Twisted, 15 mil PVC insulation, 4 mil nylon jacket, shielded, and 45 mil minimum PVC cable jacket. Color-coded black and red.
- 9.4.4 Multi-conductor cable: 15 mil PVC insulation, 4 mil nylon jacket, overall shield, and 45 mil minimum PVC cable jacket. Color-coded in accordance with ICEA Method 1, Table K-2.
- 9.4.5 Multi-twisted shielded pair cable shall be similar to Item 9.4.4 above, except it shall have an overall shield over the individual shielded pairs. Individual pairs color-coded in accordance with ICEA paired color code.
- 9.5 Internal switchboard wire: Minimum #14 AWG, 600 volt insulation, Type SIS.
- 9.6 Coaxial cable: Type RG-8U, 7 strands of #21 copper.
- 9.7 All control, instrumentation and low voltage terminations shall have compression type insulated lugs. Insulated ring lugs shall be used on CT circuits. Insulated fork lugs may be used on control, instrumentation and low voltage power circuits. Compression terminals shall be installed with a tool designed for the purpose and equipped with a ratchet or equivalent device to ensure full compression before the tool can be released.
- 9.8 All wire terminations shall be identified at both ends with printed labels denoting the wire destination. The wire destination labels shall be Brady labels or equivalent.
- 9.9 Each multi-conductor cable shall be permanently marked at each end and in pull boxes and junction boxes with the cable number as listed in the Cable Schedule. Cable markers shall be embossed, self-adhesive, plastic labeling tape, Dymo or equal. Color of the cable markers shall contrast with the cable jacket. Secure labels to cables using plastic electrical insulating tape wrapped around the cable at both ends of each label. Printable tubing heat shrunk around the cable, as well as printable tape, with a clear portion, that is wrapped around the cable will be acceptable for the cable markings.
- 9.10 No splices shall be made in cable unless authorized by the Engineer. When authorized, they shall be made only at boxes, outlets, panelboards, cabinets, cable trenches, or cable trays. All splices or joints shall be covered with insulation equal to that of the insulated conductors. Splices may be of the crimped or compression type. Wire and cable shall be spliced or jointed so as to be mechanically and electrically secure.

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#### 10 HIGH VOLTAGE CABLES

10.1 High voltage power cable shall be sized as indicated on the Plans or in the Specifications, and shall meet the requirements specified below.

10.1.1 Cable in duct or conduit shall be 15 kV, shielded, 90°C rating, UL Type MV-90, copper conductor semi-conducting conductor strand screen, ethylene-propylene (EP) insulation, 133 percent insulating level, insulation screen, copper shielding tape, polyvinylchloride (PVC) jacket, meeting the requirements of ICEA and AEIC, Okonite Okoguard-Okoseal, Kerite SPS, or approved equal. The cable shall be sunlight resistant, suitable for conduit, cable tray, or direct burial.

10.1.2 Cable terminators shall be porcelain type for outside terminations and inside type for terminations in equipment as manufactured by Joslyn. Terminators shall be furnished and installed in accordance with the manufacturer's recommendations.

10.1.3 Cables shall be installed with cable grips or other means so that the weight of the cable is not supported by the termination.

#### 10.2 Cable installation:

10.5.1 Cables shall be installed using pulling compounds of a type that contain no ingredients which will attack the cable materials, and which is recommended by the cable manufacturer for the type of cable being installed.

10.5.2 The minimum bending radius during installation and for training and positioning shall not be less than 12 times the single conductor outside diameter.

10.5.3 Maximum allowable pulling tensions shall not exceed the maximum safe pulling tensions recommended by the manufacturer for the type of cable being installed.

10.5.4 Cable shields shall be grounded where terminated in the substation, in a vault, and at equipment. Grounding of the cable shield shall be accomplished in accordance with the recommendations of the cable manufacturer and/or the terminator manufacturer.

10.5.5 Adequate seals shall be made to prevent water entering under the jacket. Cable ends must be sealed during storage and during installation to prevent water entering the cable. Seals shall be checked immediately after pulling and replaced, if necessary, before terminating.

10.5.6 The cable ducts shall be cleared of obstructions and water before pulling cable.

10.5.7 Cables in parallel must be installed in measured, equal lengths.

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10.3 The Contractor shall perform high voltage direct current (DC) proof testing on cables after installation in accordance with accepted testing practices and as follows:

10.3.1 Tests shall be performed only by qualified persons trained in high-voltage cable proof testing.

10.3.2 Before performing the high voltage DC tests, "Megger" the cable to be tested. Any cable which exhibits low "Megger" readings is questionable and should be cleaned before the high voltage DC test is performed.

10.3.3 Bring the DC voltage up to prescribed test level in 5 equal steps. Raise the voltage at an even rate, so as to reach the required step level in less than 10 seconds. Hold the voltage at each step for 60 seconds. Read and record the leakage current at the end of each hold period.

10.3.4 Hold the full test voltage for not less than 10 minutes or more than 15 minutes. Read and record the leakage current at 15 second intervals for the first 2 minutes and then every minute for the duration of the test.

10.3.5 Bring the test voltage control quickly and smoothly to zero. Read and record the voltage remaining on the cable after 30 seconds and 1 minute.

10.3.6 Record all data concerning the cable tested and the test results and submit 2 copies to the Engineer and 2 copies to the Owner.

10.3.7 DC test voltages shall be as follows:

| <u>Cable</u> | <u>Insulation<br/>Thickness (Mil)</u> | <u>DC Test<br/>Voltage (kV)</u> |
|--------------|---------------------------------------|---------------------------------|
| 5 kV         | 90                                    | 28                              |
|              | 115                                   | 36                              |
| 8 kV         | 115                                   | 36                              |
|              | 140                                   | 44                              |
| 15 kV        | 175                                   | 56                              |
|              | 220                                   | 64                              |
| 25 kV        | 260                                   | 80                              |
|              | 320                                   | 96                              |

## 11 WIRING DEVICES

11.1 Switches: Specification grade, 20 amperes, 1-pole, 2-pole, or 3-way, as shown on the Plans, with metal plates. For DC, use 2-pole rated 125 VDC.

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- 11.2 Receptacles: Specification grade, duplex type, 20 ampere, 125 VAC, with metal plate. For outdoors, provide 20 ampere GFI type receptacles with weatherproof lift lid cover plates.

#### 12 OUTLET BOXES

- 12.1 Size in accordance with NEC requirements. For indoors, use galvanized steel. Outdoors or wet indoor areas use weatherproof cast metal boxes and covers with threaded conduit hubs.

#### 13 JUNCTION BOXES

Provide junction boxes where shown on the Plans.

- 13.1 Boxes shall have hinged doors with gaskets, an interior removable panel for mounting equipment, and shall be as manufactured by Hoffman Engineering Co., or approved equal. Provide terminal blocks, fuses, and other equipment as shown on the Plans.
- 13.2 Enclosures shall be NEMA Type 1 for indoor use and NEMA Type 3 or 4 for outdoor use.
- 13.3 Doors with handles shall be lockable. Doors with cover clamps shall have captive hardware.
- 13.4 Terminal blocks shall be heavy duty, washerhead connecting screw type, #10 screw, 30 ampere, 600 volt, with insulating barriers and marking strips, General Electric Type EB-25 and / or EB-27 (shorting type) or approved equal. Provide legible permanent marking on the terminals.
- 13.5 Fuse blocks and fuses shall be class RK5 suitable for use on 250 VAC or 125 VDC systems. Fuses shall be Bussman Type FRN or approved equal.
- 13.6 Current and potential test switches shall be ABB type FT-1 switches.

#### 14 PANELBOARDS

Provide AC and DC circuit breaker panelboards where shown on the Plans.

- 14.1 All panelboards shall be from the same manufacturer and shall be factory assembled. Load center type panelboards are not acceptable. Main lugs or main breaker, branch breakers, and spare space shall be as shown on the Plans.
- 14.2 Enclosures shall be surface mounted, NEMA Type 1 for indoor use, and NEMA Type 4 for outdoor use.

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- 14.3 AC panels shall be single-phase, 3-wire, 120/240 VAC, Square D Type NQ with QOB branch breakers or approved equal. Breakers for convenience outlets shall be equipped with ground fault interrupters (GFI).
- 14.4 DC panels shall be 225 amp, 250 VDC, 2-wire, Square D Type I-Line (HCN) and FA branch breakers or approved equal. If called for on the drawings the main breaker shall be FD type otherwise it shall be main lugs. The bus shall be copper with silver plated connections. The breakers shall be bolt on type and the panel and the breakers have a minimum interrupting rating of 10 kA.
- 14.5 Complete the circuit directory inside the door using typed or neat legible lettering.

#### 15 METAL-OXIDE VARISTORS

Where shown on the Plans, provide metal-oxide varistors connected from conductor and/or shield to ground.

- 15.1 Varistors to be 320 VAC, 160 Joules, General Electric catalog number V320LA40B or approved equal.
- 15.2 Use insulating sleeves on pigtails. Use compression type connector with insulated sleeve for connections to terminal strips. Use insulated compression type splice for connection of pigtail to insulated grounding wire.

#### 16 NAMEPLATES AND SIGNS

Provide identifying nameplates and signs as specified below and as shown on the Plans.

- 16.1 Identifying nameplates: 1/8 inch black plastic laminate with white core, beveled edges, engraved with white letters, installed at the following locations:
  - 16.1.1 Substation name on the fence.
  - 16.1.2 Number identification on all circuit breakers.
  - 16.1.3 Number identification on all switches.
  - 16.1.4 Phase identification on major equipment, buses, switches, fuses, and instrument transformers.
  - 16.1.5 "Open" and "Closed" identification adjacent to switch operating handles.
  - 16.1.6 Lettering for substation equipment and switch numbers shall be at least 1 inch high. Lettering for phase markings shall be at least 2 inches high.

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### SECTION 16100 – BASIC MATERIALS AND METHODS

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16.2 Signs: Weather and sunlight resistant fiberglass, plastic, or aluminum, meeting the requirements of OSHA Standard 1910.145 and ANSI Z535, installed in the following locations:

16.2.1 "Warning High Voltage Inside Keep Out" signs, 10" x 14", on the gates and fence, spaced not more than 40 feet apart around the periphery of the substation fenced area, or as indicated on the Drawings.

16.2.2 "No Admittance" sign on each gate.

16.2.3 "No Smoking" sign on all substation building doors and on the inside.

16.3 Mounting:

16.3.1 Fence - Attach all 4 corners with #9 gauge solid, galvanized steel wire ties.

16.3.2 Structures - Brass machine screws or beam clamps.

16.3.3 Equipment and building - brass machine screws.

16.3.4 Signs shall be mounted on the outside of the fence, secured to the fence from the inside of the fence.

## 17 HOT STICK AND CONTAINER

When noted on the Plans, provide a hot stick and mounted canister container.

17.1 Adjustable type, maximum length 14 feet, minimum usable length 10 feet, collapsed length approximately 8 feet 4 inches with universal switch head and separate switch hook for universal head, Hastings Fiberglass Products or approved equal.

17.2 Container: Weatherproof canister, 6 inch diameter, PVC conduit and a canister container kit with fence mounting accessories as manufactured by Hastings Fiberglass Products, or approved equal. Install on the substation building outside wall at location indicated by owner.

**END OF SECTION**



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DIVISION 16 – ELECTRICAL

SECTION 16200 – BUS AND ACCESSORIES

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## DIVISION 16 – ELECTRICAL

### SECTION 16200 – BUS AND ACCESSORIES

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#### 1 GENERAL

- 1.1 This section covers the substation bus system including busses, connectors, insulators, and accessories.

#### 2 RELATED SECTIONS

- Section 01000 - General Requirements

#### 3 CODES AND STANDARDS

- American Society for Testing Material (ASTM).
- National Electrical Manufacturers Association (NEMA).
- American Welding Society (AWS).

#### 4 SUBMITTALS

- 4.1 Refer to Section 01000. Submit a list of connectors and fittings proposed to be used with product description sheets for products proposed other than specified.

#### 5 MATERIALS

##### 5.1 Rigid Bus:

- 5.1.1 Where indicated on the Drawings, rigid tube bus shall be Electrical Grade Schedule 40 seamless aluminum pipe equal to 6063-T6 alloy in accordance with ASTM B345 in the sizes shown on the Drawings.
- 5.1.2 Where indicated on the Drawings, aluminum universal angle bus, (UABC) shall be type 6101-T6 alloy extruded aluminum, in the sizes shown on the Drawings.

##### 5.2 Bus Accessories:

- 5.2.1 Bus accessories for rigid tube bus, including supports, adapters, branches, tee and angle fittings, terminals, taps, couplers, corona bells, etc., for use with aluminum bus, or connecting aluminum and copper components shall be of aluminum alloy SG70A in accordance with ASTM designation B26 (Aluminum Association Alloy Designation No. 356.) Fittings utilized shall be designed for making bolted connections unless otherwise designated. All fittings shall be of the appropriate size for the specific application.
- 5.2.2 Welding of bus and bus fittings may be allowed but only with the approval of the Engineer.

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## DIVISION 16 – ELECTRICAL

### SECTION 16200 – BUS AND ACCESSORIES

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- 5.3 Bolted Connections: Bolted connections will be used to connect bus to equipment or where specifically designated on the Drawings. Bolts for connecting aluminum to aluminum shall be 1/2" x 13 aluminum or stainless steel. Fasteners for connecting aluminum to copper shall be either (a) 1/2" x 13 bronze bolts coated with commercially pure tin, or (b) stainless steel bolts. Terminal connector pads shall have bolt patterns in accordance with the latest NEMA Standard CCD-1, "Power Connectors for Substations."
- 5.4 Corrosion Inhibiting Compounds: Corrosion inhibiting compounds utilized shall be No-Ox-Id or Penetrox-A.
- 5.5 ACSR Conductor: ACSR conductor shall be in accordance with ASTM B232 and B498.
- 5.6 Station Post Insulators: Light gray color.
- 5.6.1 15 kV - NEMA TR205, 110 kV BIL, 3-inch bolt circle.
- 5.6.2 23 kV - NEMA TR208, 150 kV BIL, 3-inch bolt circle
- 5.6.3 34.5 kV - NEMA TR210, 200 kV BIL, 3-inch bolt circle.
- 5.6.4 69 kV - NEMA TR216, 350 kV BIL, 3-inch bolt circle.
- 5.6.5 115 kV - NEMA TR286, 550 kV BIL, 5-inch bolt circle.
- 5.6.6 138 kV - NEMA TR288, 650 kV BIL, 5-inch bolt circle.

## 6 BUS SYSTEM INSTALLATION

- 6.1 Install bus, cable jumpers, fittings, and all connectors in complete accordance with recommendations of the manufacturer (and subject to the approval of the Engineer) unless otherwise specified.
- 6.2 Stranded conductor shall be installed without twists or kinks and shall be handled to avoid abrasions or other damage. Damaged conductor, tubing, or fittings shall be replaced or repaired to the satisfaction of the Engineer. No splices shall be allowed in overhead strain buses.
- 6.3 All horizontal ridged tube bus of 1-1/2" IPS Aluminum or larger with unsupported runs in excess of 7 feet shall have damping conductor loosely installed, size as shown on the Drawings.

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### SECTION 16200 – BUS AND ACCESSORIES

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- 6.4 All horizontal Aluminum Universal Angle Bus Conductor (UABC) with unsupported runs in excess of 12 feet shall have vibration dampers installed, as shown on the Drawings.
- 6.5 Jumpers and buses shall be smoothly formed, and adjacent runs shall be similarly and symmetrically shaped to provide a uniform pleasing appearance throughout.
- 6.6 All strain and rigid buses and all jumpers shall be cleaned of dirt, tags, marks, or tape or other material.
- 6.7 Utmost care shall be exercised in installing clamps, connectors, and other bolted devices. The contact surface of the clamp or connector and the bonding surface of the wire or bus tubing or channel shall be clean and bright, and an oxide inhibitor shall be applied. A steel brush is recommended as the principal cleaning instrument.
- 6.8 Bolts shall be tightened firmly, but threads must not be overstressed. Bolts in clamps over stranded conductor shall be tightened enough to flatten the lock washers, but not tight enough as to deform or damage the conductor.
- 6.9 Drill 1/4" diameter weep holes at low point of ridged tube bus run or at mid-span between bus supports.
- 6.10 All ridged tube bus ends shall be closed with corona free driven end caps.

## 7 ELECTRICAL CONNECTIONS

### 7.1 Aluminum to aluminum connections:

- 7.1.1 Bolts - aluminum alloy 2024-T4.
- 7.1.2 Nuts - aluminum alloy 6061-T6.
- 7.1.3 Two flat washers - aluminum alloy 2024-T4.
- 7.1.4 Split lock washer - aluminum alloy 7075-T6.
- 7.1.5 Torque requirements for lubricated aluminum bolts are as follows:

| <u>Bolt Size - In.</u> | <u>Torque Ft lbs.</u> |
|------------------------|-----------------------|
| 1/2                    | 25                    |
| 5/8                    | 40                    |
| 3/4                    | 60                    |

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### SECTION 16200 – BUS AND ACCESSORIES

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#### 7.2 Aluminum to copper connections:

7.2.1 Bolts - 18-8 stainless steel.

7.2.2 Nuts - 18-8 stainless steel.

7.2.3 Two flat washers - 18-8 stainless steel.

7.2.4 Belleville washer - 17-7PH stainless steel.

7.2.5 All connections shall be made with tin plated cable terminators or with copper/aluminum bimetallic terminal pad.

7.2.6 Arrange so that the copper or bronze is below the aluminum.

7.2.7 The bolted connection shall be tightened only so far as to flatten the Belleville washer.

#### 7.3 Copper to copper or bronze connections:

7.3.1 Bolts - silicone bronze or 18-8 stainless steel.

7.3.2 Nuts - silicone bronze or 18-8 stainless steel.

7.3.3 Two flat washers - silicone bronze or 18-8 stainless steel.

7.3.4 Split lock washer - silicone bronze or 18-8 stainless steel.

7.3.5 Torque requirements are as follows:

| <u>Bolt Size - In.</u> | <u>Torque Ft lbs.</u> |
|------------------------|-----------------------|
| 1/2                    | 40                    |
| 5/8                    | 55                    |
| 3/4                    | 70                    |

7.4 All mating surfaces shall be clean prior to installing bolted connectors. Oxide-inhibiting paste shall be used in making all aluminum to aluminum and aluminum to copper connections. The paste shall be applied, the aluminum surfaces wire-brushed through the paste, and additional paste applied, if necessary, to cover the contact area. Paste remaining after connections are tightened shall be retained as a seal against moisture. DO NOT wire brush connector tin plated surfaces. Oxide-inhibiting paste may be used on copper to copper or bronze connections, especially where the connection is subject to corrosion.

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DIVISION 16 – ELECTRICAL

SECTION 16200 – BUS AND ACCESSORIES

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8 ALUMINUM BUS WELDING

- 8.1 Welding is to be performed by certified welders. Welding shall be in accordance with the procedures of the American Welding Society for gas shielded arc welding of aluminum.
- 8.2 Welds shall be made using the metal-arc inert gas (MIG) consumable electrode method of shielding arc welding. Use 4043 alloy electrodes.
- 8.3 Clean grease from surfaces to be welded with a solvent and remove oxide by scrubbing with a stainless steel wire brush or stainless steel scouring pad.
- 8.4 Insert the tube fully into connector before making weld. If more than one pass is required, the original weld shall be wire brushed.

**END OF SECTION**

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DIVISION 16 – ELECTRICAL

SECTION 16400 – SUBSTATION EQUIPMENT

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SECTION INDEX

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  2. Related Sections
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## DIVISION 16 – ELECTRICAL

### SECTION 16400 – SUBSTATION EQUIPMENT

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#### 1 GENERAL

1.1 This section covers substation equipment.

1.2 The color of all equipment tanks and enclosures and of all porcelain shall be light gray, ANSI Z55.1 No. 70, unless specified otherwise.

#### 2 RELATED SECTIONS

- Section 01000 - General Requirements
- Section 16100 - Basic Materials and Methods

#### 3 CODES AND STANDARDS

- National Electrical Manufacturers Association (NEMA)
- Edison Electric Institute (EEI)
- American National Standards Institute (ANSI)
- Institute of Electrical and Electronics Engineers (IEEE)

#### 4 SUBMITTALS

4.1 Refer to Section 01000. Submit shop drawings and/or product information for all Contractor furnished material:

#### 5 POWER TRANSFORMER

Not applicable.

#### 6 CIRCUIT BREAKER

6.1 The Owner will furnish and the Contractor shall install a 115 kV, 40 kA, 2000A, three-phase SF6 circuit breaker on an existing breaker pad as called for on the project drawings. The Contractor shall place the circuit breaker on the existing pad, adjust the breaker stand legs as needed to obtain the required electrical clearances, drill and epoxy in anchors, install high voltage jumpers and grounding and top off the SF6 as may be needed. The circuit breaker is on hand and stored at the substation.

Follow all procedures as recommended by the manufacturer.

Pennsylvania Breaker - PB145 kV, O/N J01014-01



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DIVISION 16 – ELECTRICAL

SECTION 16400 – SUBSTATION EQUIPMENT

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7 CIRCUIT SWITCHER

Not applicable.

8 VOLTAGE REGULATORS

Not applicable.

9 RECLOSERS

Not applicable.

10 METAL-CLAD SWITCHGEAR

Not applicable

11 POTENTIAL TRANSFORMERS

11.1 The Owner will furnish and the Contractor shall install two (2) 115 kV voltage transformers. The voltage transformers will be capacitor coupled oil type, single bushing, for line to neutral connection, rated 145 kV ratio 1000,600:1, with two secondary windings, 110 kV BIL, 0.6Z relay accuracy, and a thermal burden rating of 1000 volt amperes. The Contractor is responsible for the high voltage primary jumpers, all secondary wiring, grounding, the PT stands and installation. The foundations for the PT stands are already installed.

Follow all procedures as recommended by the manufacturer.

Potential transformers will be RITZ CVO123IRI.

12 CURRENT TRANSFORMERS

Not applicable

13 METERING UNITS

Not applicable.

14 COUPLING CAPACITOR VOLTAGE TRANSFORMERS

Not applicable.

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## DIVISION 16 – ELECTRICAL

### SECTION 16400 – SUBSTATION EQUIPMENT

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#### 15 SWITCHES

##### 15.1 115 kV Disconnect Switch

15.1.1 The Owner will furnish and the Contractor shall install one (1) 115 kV, 2000 ampere horizontal mounted, vertical break, three-phase gang operated air break disconnect switch on an existing structure, as shown on the Plans. The existing steel switch stand structure may need to have field drilled holes to accommodate the mounting of the switch phases, and operator. Existing station post insulator bus supports are to be removed and returned to the Owner and the existing 115 kV bus cut to accommodate the switch installation. The Contractor is to furnish and install expansion bus connectors, grounding, including operator ground mat, high voltage jumpers, complete and ready for checkout and operation. The Contractor is to place the switch in proper adjustment and once the switch is operating to the Owners satisfaction, set the switch operator piercing bolts.

Follow all procedures as recommended by the manufacturer.

#### 16 FUSED DISCONNECTS

Not applicable.

#### 17 LIGHTNING ARRESTERS

Not applicable.

#### 18 STATION SERVICE TRANSFORMERS

Not applicable.

#### 19 LINE TRAPS

Not applicable.

#### 20 METERS

Furnished and installed by the Owner.

**END OF SECTION**

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DIVISION 16 – ELECTRICAL

SECTION 16900 – INSTRUMENTATION AND CONTROLS

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SECTION INDEX

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1. General
  2. Related Sections
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  5. Control Switchboards
  6. SCADA System RTU
  7. Annunciator
  8. Testing and Calibration
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## DIVISION 16 - ELECTRICAL

### SECTION 16900 - INSTRUMENTATION AND CONTROLS

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#### 1 GENERAL

- 1.1 This Section covers instrumentation, controls, control switchboards, supervisory control and data acquisition (SCADA) systems, communication systems, and appurtenant equipment and facilities.

#### 2 RELATED SECTIONS

- 2.1 Section 01000 - General Requirements  
2.2 Section 16100 - Basic Material and Methods

#### 3 CODES AND STANDARDS

#### 4 SUBMITTALS

- 4.1 Refer to Section 01000. Submit shop drawings and/or product information as specified.

#### 5 CONTROL SWITCHBOARDS

- 5.1 The Owner will furnish and the contractor shall install a relay panel (relay panel 8) as indicated on the plans. The Contractor is to assist with the off-lading of the relay panel when it arrives on site. The Contractor is to install the relay panel 8 at the end of the existing relay panel line up. The existing swing out sync panel now mounted on the side of relay panel 7 will need to be relocated to the end of the relay panel line up and mounted from relay panel 8 or off of the overhead cable tray.

#### 6 SCADA SYSTEM

- 6.1 The Contractor shall install the control and status wiring from the substation relay panels to the substation SCADA equipment, as called for on the project wiring diagrams. Wiring between the relay panels and the SCAD panel that runs in the cable tray will need to be multi-conductor cable suitable for installation in cable tray.

#### 7 ANNUNCIATOR

- 7.1 The Contractor shall furnish and install 12 point annunciator. The Contractor shall furnish and install wiring and cables from the substation relay panels to the annunciator, as called for on the project drawings and wiring diagrams. Wiring between the relay panels and the annunciator that run in the cable tray will need to be multi-conductor cable suitable for installation in cable tray. Conduit from the annunciator to the cable tray for the cable to the annunciator will need to be installed as part of this work.

The Annunciator shall be a Seekirk model B1003-S4.

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## DIVISION 16 – ELECTRICAL

### SECTION 16900 – INSTRUMENTATION AND CONTROLS

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#### 8 TESTING AND CALIBRATION

Testing of the instrumentation and control system before it is placed into service will be done by an independent testing service retained by the Owner. The Contractor shall provide labor to complete the wiring as necessary during the testing process and to correct deficiencies which may be found. The Contractor shall provide personnel and logistical equipment as needed to assist with the testing, and cooperate in every way with the testing service personnel. Scheduling of test personnel on site shall be coordinated with the Owner.

**END OF SECTION**

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DIVISION 16 – ELECTRICAL  
SECTION 16910 – CABLE SCHEDULE

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SECTION INDEX

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1. General
  2. Related Sections
  3. Codes and Standards
  4. Submittals
  5. Cable List
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DIVISION 16 – ELECTRICAL

SECTION 16910 – CABLE SCHEDULE

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1 GENERAL

1.1 This section covers the Cable Schedule.

2 RELATED SECTIONS

- Section 01000 - General Requirements
- Section 16100 - Basic Materials and Methods

3 CODES AND STANDARDS

3.1 Refer to Section 16100.

4 SUBMITTALS

4.1 Refer to Section 01000 and Section 16100.

5 CABLE LIST

5.1 Refer to substation drawing set.

**END OF SECTION**

**City of Chaska, MN - MN River Breaker 4 Installation**  
**Substation Construction Units and Prices**

|                    |                                                                                                                                                                                                                                                            | Quantity<br>(Lot) | Contractor<br>Furnished<br>LABOR | Contractor<br>Furnished<br>MATERIALS | Labor &<br>Materials | Extended Price<br>Labor and Materials |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------|--------------------------------------|----------------------|---------------------------------------|
| S5                 | 115 kV Switch support structure, modify structure and bus to accommodate the Owner furnished 115 kV switch B2                                                                                                                                              | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| S10                | PT stands for the 115 kV CCVT furnished and installed on the existing PT stand foundations (CCVTs frunished by the owner)                                                                                                                                  | 2                 |                                  |                                      | \$ -                 | \$ -                                  |
| E3                 | 115 kV CCVTs mounted on A2 PT stands, including high voltage jumpers, grounding, and secondary wiring to the existing JB and then to the termination cabinet                                                                                               | 2                 |                                  |                                      | \$ -                 | \$ -                                  |
| E2                 | 115kV, 2000 Amp 3Φ GOAB disconnect switch mounted on an existing structure, including high voltage bus connections switch, operator ground mat and grounding (switch furnished by Owner)                                                                   | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| E1                 | 115 kV Circuit breaker, installation, anchor bolts, hardware, grounding, high voltage jumpers and control and relay wiring to the termination cabinet (Breaker furnished by Owner)                                                                         | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| KK1                | Below grade conduit                                                                                                                                                                                                                                        | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| KK2                | Above grade conduit                                                                                                                                                                                                                                        | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| KK3                | Interconnection wiring between the equipment in the substation yard and the termintion cabinet, to include the conductor, conductor pulling and installation, termination and associated material and fittings.                                            | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| KK4                | Interconnection wiring between the termination cabinet and the relay panels, AC and DC distibution panels, annunciator, SCADA, the work is to include the conductor, conductor pulling and installation, termination and associated material and fittings. | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| KK5                | Removal of circuits and wires and the installation of new wiring and circuits as shown on the drawings                                                                                                                                                     | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| P1                 | 125 V DC distribution panel and branch breakers                                                                                                                                                                                                            | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| P2                 | 12 point annunciator                                                                                                                                                                                                                                       | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| P3                 | Installation of relay panel 8                                                                                                                                                                                                                              | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| P4                 | Installation of Owner furnished Aux CTs terminal blocks and switches in the relay panels and and the termination panel                                                                                                                                     | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| QQ30               | Miscellaneous equipment installation, material and wiring not otherwise called out                                                                                                                                                                         | 1                 |                                  |                                      | \$ -                 | \$ -                                  |
| <b>GRAND TOTAL</b> |                                                                                                                                                                                                                                                            |                   |                                  |                                      |                      | <b>\$ -</b>                           |





**PIEPERLINE** (a D/B/A of MP Systems, Inc.)

**DONOVAN CONSTRUCTION** (a D/B/A of MP Systems, Inc.)

August 10, 2020

City of Chaska, MN  
660 Victoria Drive  
Chaska, MN 55318

RE: Installation of Breaker 4

Dan,

MP Systems is pleased to provide the following proposal in response to Power System Engineering's request for pricing, for the above referenced project. All bid inclusions and exclusions are summarized below.

MP Systems General Foreman Tony Turdo will be assigned to this project to provide leadership in safety, quality, schedule adherence, and customer service. Tony brings 16 years of IBEW experience with 13 years focused on substation construction. He has worked his way up from Journeyman to his current General Foreman. His successes are attributed to his commitment to safety and customer satisfaction. His experience includes working with We Energies, ATC, Com-Ed, ITC, and several municipalities and cooperatives throughout WI, MN, IL, and IA. He has performed on and managed substation construction teams performing all aspects of work including planning, estimating, dressing 345 & 69 kV transformers; installing breakers, switches, switchgear, steel structures, bus work, concrete walls, site work, grounding, fencing, TRENWA, landscaping, and foundations. Tony also received a continuing education certificate in substation & design from the University of Wisconsin Madison.

Exclusions:

- Rock digging
- The task of dewatering and/or loss of production (downtime) due to ground water
- Sales & Use tax
- Soil testing
- Handling and disposal of contaminated spoils

MN Office  
13735 Aberdeen St. NE  
Ham Lake, MN 55304-6784  
Telephone: 651-484-9632  
Fax: 651-484-9652

Corporate Office  
5477 South Westridge Court  
New Berlin, WI 53151  
Telephone: 262-246-0280



**PIEPERLINE** (a D/B/A of MP Systems, Inc.)

**DONOVAN CONSTRUCTION** (a D/B/A of MP Systems, Inc.)

\*Per our conversation with the engineer we will be able to complete a portion of the work while the substation is energized.

If you have any questions regarding our proposal feel free to contact me at 414-254-6897.

Sincerely,  
PieperLine.

**Christopher Schwab**

Project Manager

Office: 262.879.8200

Cell: 414.254.6897

[chris.schwab@mp-systemsinc.com](mailto:chris.schwab@mp-systemsinc.com)

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City of Chaska, MN - MN River Breaker 4 Installation  
Substation Construction Units and Prices

|                    | Quantity<br>(Lot) | Contractor<br>Furnished<br>LABOR | Contractor<br>Furnished<br>MATERIALS | Labor &<br>Materials | Extended Price<br>Labor and Materials |
|--------------------|-------------------|----------------------------------|--------------------------------------|----------------------|---------------------------------------|
| S5                 | 1                 | \$ 4,123.49                      |                                      | \$ 4,123.49          | \$ 4,123.49                           |
| S10                | 2                 | \$ 206.18                        | \$ 1,322.50                          | \$ 1,528.68          | \$ 3,057.36                           |
| E3                 | 2                 | \$ 3,092.62                      |                                      | \$ 3,092.62          | \$ 6,185.24                           |
| E2                 | 1                 | \$ 15,050.72                     |                                      | \$ 15,050.72         | \$ 15,050.72                          |
| E1                 | 1                 | \$ 14,019.85                     |                                      | \$ 14,019.85         | \$ 14,019.85                          |
| KK1                | 1                 | \$ 2,544.68                      | \$ 200.00                            | \$ 2,744.68          | \$ 2,744.68                           |
| KK2                | 1                 | \$ 2,959.83                      | \$ 500.00                            | \$ 3,459.83          | \$ 3,459.83                           |
| KK3                | 1                 | \$ 8,630.79                      | \$ 2,000.00                          | \$ 10,630.79         | \$ 10,630.79                          |
| KK4                | 1                 | \$ 35,106.14                     | \$ 1,000.00                          | \$ 36,106.14         | \$ 36,106.14                          |
| KK5                | 1                 | \$ 5,772.88                      |                                      | \$ 5,772.88          | \$ 5,772.88                           |
| P1                 | 1                 | \$ 10,215.11                     | \$ 4,700.00                          | \$ 14,915.11         | \$ 14,915.11                          |
| P2                 | 1                 | \$ 1,649.39                      |                                      | \$ 1,649.39          | \$ 1,649.39                           |
| P3                 | 1                 | \$ 1,649.39                      |                                      | \$ 1,649.39          | \$ 1,649.39                           |
| P4                 | 1                 | \$ 3,298.79                      |                                      | \$ 3,298.79          | \$ 3,298.79                           |
| QQ30               | 1                 | \$ 23,073.26                     | \$ 10,714.00                         | \$ 33,787.26         | \$ 33,787.26                          |
| <b>GRAND TOTAL</b> |                   |                                  |                                      |                      | <b>\$ 156,450.92</b>                  |



**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION**

**CONTRACTOR'S PROPOSAL**  
**(Proposal shall be submitted in ink or typewritten)**

TO:

The City of Chaska  
(Hereinafter called the "Owner")

**ARTICLE I-GENERAL**

**Section 1. Offer to Construct.** The undersigned (hereinafter called the "Bidder") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor transportation, and other means required to construct the project known as the MN River Substation Breaker 4 Installation in strict accordance with the Plans and Specifications for Construction for the prices hereinafter stated.

**Section 2. Owner-Furnished Materials.** The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Bidder the material set forth in the attached "List of Owner Furnished Materials" attached to the end of this document, and the Bidder will give a receipt therefore in writing to the Owner. The Bidder, further, will, on behalf of the Owner, accept delivery of such materials indicated in the list as not delivered that may be subsequently delivered and will promptly forward the bill-of-lading to the Owner with any discrepancies of items delivered or shipping damage noted for payment of the supplier's invoice, together with the Bidder's receipt in writing for such materials. The materials referred to are on hand at, or will be delivered to, the locations specified in the list, and the Bidder will use such materials in constructing the Project.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached list. If the Owner furnishes, and the Bidder accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials listed as not delivered will be furnished to the Bidder as necessary during progress of the work.

Upon delivery, the Bidder shall promptly receive, unload, transport, and handle all materials and equipment listed as not delivered at its expense and shall be responsible for demurrage, if any.

**Section 3. Purchase of Materials Not Furnished By Owner.** The Bidder will purchase all materials and equipment (other than Owner-furnished materials) outright and not subject to any conditional sales agreements, bailment, lease, or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall become the property of the Owner when erected in place.

**Section 4. Proposal on Unit Basis.** The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this

Proposal, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the Project. Separate Construction Units are designated for each different arrangement which may be used in the construction of the Project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.

**Section 5. Familiarity with Conditions.** The Bidder has made a careful examination of the site of the Project to be constructed and of the Plans, Specifications, and form of Performance Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the Project, and has become acquainted with the labor conditions and state and local laws and regulations which would affect work on the proposed construction.

**Section 6. License.** The Bidder warrants that a Contractor's License (is) (is not) required, and, if required, it possesses Contractor's License No. \_\_\_\_\_ for the State of \_\_\_\_\_ in which the Project is located and said license expires on \_\_\_\_\_, 20\_\_.

**Section 7. Proposal Made In Good Faith.** The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.

**Section 8. Bidder's Financial Resources and Performance Bond.** The Bidder warrants that it possesses adequate financial resources and agrees that, in the event this Proposal is accepted, it will furnish a Performance Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Treasury Department as Acceptable Sureties.

In the event that the surety or sureties on the Performance Bond delivered to the Owner contemporaneously with the execution of the Contract or on any bond or bonds delivered in substitution thereof or in addition thereto shall at any time become unsatisfactory to the Owner, the Bidder agrees to deliver to the Owner another or an additional bond.

**Section 9. Taxes.** The unit price(s) for Construction Units in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof, to be incorporated in the Project as part of such Construction Units. The Bidder agrees to pay all such taxes, except taxes upon the sale, and purchase or use of Owner-furnished materials, and it is understood that, as to Owner-furnished materials, the values stated in the attached "List of Owner's Materials" include taxes upon the sale, purchase, or use of Owner-furnished materials, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to the Project, except as to the Owner-furnished materials.

**Section 10. Changes in Quantities.** The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall

be made shall be as set forth in the inventory. If the Owner changes the quantity of any unit or units specified in this Proposal by more than 15 percent, and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such 15 percent, shall be regarded as a change in the construction within the meaning of Article II, Section 1(d) of this Proposal.

Section 11. Description of Contract. The Notice and Instructions to Bidders, Plans, and Specifications for Construction, all attached hereto and made a part hereof together with the Proposal and Acceptance, constitute the contract. The Plans are identified in the attached "List of Plans" at the end of this document.



## ARTICLE II-CONSTRUCTION

### Section 1. Time and Manner of Construction.

- a. The Bidder agrees to commence construction of the Project on a date (hereinafter called the "Commencement Date") which shall be determined by the Owner after notice in writing of acceptance of the Proposal by the Owner and notice in writing from the Bidder that the Bidder has sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be later than ten (10) calendar days after date of acceptance of the Proposal by the Owner. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans, Specifications, and Construction Drawings by **November 16, 2020** or within 66 days (excluding Sundays) after the Commencement Date; provided, however, that the Bidder will not be required to perform any construction on such days when, in the judgment of the Owner, snow, rain, or wind, or the results of snow, rain, or frost make it impracticable to perform any operation of construction, and to the extent of the time lost due to the conditions described herein and approved in writing by the Owner, the time of completion set out above will be extended, if the Bidder makes a written request therefore to the Owner as provided in subsection b of this Section 1.
- b. This is a 'time is of the essence' contract. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Bidder, subcontractors, and material suppliers, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible; provided, however, that no such extension of the time for completion shall be granted the Bidder unless within ten (10) days after the happening of any event relied upon by the Bidder for such an extension of time the Bidder shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner.
- c. The sequence of construction shall be as set forth below, or if no sequence is set forth below, the sequence of construction shall be as determined by the Bidder, subject to the approval of the Owner. The Owner, acting through the Engineer may from time to time during the progress of the construction of the Project make such changes, additions to, or subtractions from the Plans and Specifications for Construction, List of Materials, and sequence of construction provided for in the previous paragraph, which are part of the Contractor's Proposal as conditions may warrant; provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Bidder shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to the Bidder of construction of the project shall be materially increased by any such change or addition, the Owner shall pay the Bidder for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Bidder, but no claim for additional compensation for any such change or addition will be considered unless the

Bidder shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

- d. The Bidder will not perform any work hereunder on Sundays, unless there is urgent need for such Sunday work and the Owner consents thereto in writing. The time for completion specified in subsection a of this Section 1 shall not be affected in any way by inclusion of this subsection nor by the Owner's consent or lack of consent to Sunday work hereunder.

**Section 2. Environmental Protection.** The Bidder shall perform work in such a manner as to maximize preservation of beauty and conservation of natural resources, and minimize marring and scarring of the landscape and silting of streams. The Bidder shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways, or pastures. The Bidder shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

**Section 3. Tools, Equipment, and Supervisory Personnel.** The Bidder agrees that, in the event this Proposal is accepted, it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified superintendents and foremen.

**Section 4. Changes in Construction.** The Bidder agrees to make such changes in construction previously installed in the Project by the Bidder as required by the Owner. The compensation for such changes shall be as agreed upon in writing by the Bidder and the Owner prior to commencement of work in connection with such changes.

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

**Section 5. Construction Not in Proposal.** The Bidder also agrees to do other work not herein provided for and which may be necessary in order to complete the project, or which the Owner may desire, when and as ordered by the Engineer and with the approval of the Owner. Such extra work shall be paid for at a fair and reasonable price to be mutually agreed upon before a Contract Change Order is issued.

If the nature of the work is such as to preclude making an estimate of cost prior to the execution of the work, or if a fair and reasonable price cannot be mutually agreed upon, then the Engineer, with the Owner's approval, may order the Bidder to proceed with the work on the basis that he be paid at a reasonable cost plus 15 percent. On items of this nature, the Bidder shall submit to the Engineer, as soon as possible after the completion of the work, a complete itemized breakdown of the cost of the work. Reasonable costs shall include the actual cost to the Bidder of all material used, of all labor employed, of foremen, and a reasonable rental for machinery and power tools, when such are required. Labor costs shall include all taxes, assessments, and fees paid by the Bidder on the employees' wages, such as compensation insurance, employees' liability insurance, OAB payments, and Social Security payments. Reasonable cost shall not include rental of small tools, or buildings or wages for the Bidder or his superintendent, public liability insurance, percentage on subcontractors, allowance for use of capital, or any fees, commissions, or profits. The Bidder shall, if requested, submit to the Engineer daily summaries of all labor time charged



to extra work, for the Engineer's approval, with such approved summaries to be the basis for calculating extra labor time.

**Section 6. Supervision and Inspection.**

- a. The Bidder shall cause the construction work on the Project to receive constant supervision by a competent superintendent (herein after called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ, in connection with the construction of the Project, capable, experienced, and reliable foremen and such skilled workmen as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent shall be binding upon the Bidder.
- b. The Owner reserves the right to require the removal from the Project of any employee of the Bidder if, in the judgment of the Owner, such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.
- c. The manner of construction of the Project, and all materials and equipment used therein, shall be subject to the inspection, tests, and approval of the Owner. The Bidder shall furnish all information required by the Owner concerning the nature or source of any materials incorporated or to be incorporated in the Project. The Owner shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor, relevant to the construction of the Project. The Bidder shall provide all reasonable facilities necessary for such inspection and tests. The Bidder shall have an authorized agent accompany the Engineer when final inspection is made and, if requested by the Owner, when any other inspection is made.
- d. In the event that the Owner shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Bidder and the Bidder's surety or sureties to have an inspection made by an engineer approved by the Owner for the purpose of determining the exact nature, extent, and location of such defects.
- e. The Engineer may recommend to the Owner that the Bidder suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work or because of the failure of the Bidder to comply with any of the provisions of the Contract; provided, however, that the Bidder shall not suspend work pursuant to this provision without written authority from the Owner to do so. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Bidder to comply with any of the provisions of this Contract. In the event that work is suspended by the Bidder

with the consent of the Owner, the Bidder, before resuming work, shall give the Owner at least twenty-four (24) hours' notice thereof in writing.

#### **Section 7. Defective Materials and Workmanship.**

- a. The acceptance of any materials, equipment (except Owner-furnished materials), or any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment, or workmanship found defective before final acceptance of the construction shall be replaced or remedied, as the case may be, by and at the expense of the Bidder. Any such condemned material or equipment shall be immediately removed from the site of the Project by the Bidder at the Bidder's expense. The Bidder shall not be entitled to any payment hereunder so long as any defective materials, equipment, or workmanship in respect to the Project, of which the Bidder shall have had notice, shall not have been replaced or remedied, as the case may be.
- b. Notwithstanding any certificate which may have been given by the Owner or the Engineer, if any materials, equipment (except Owner-furnished materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of Construction of the Project, the Bidder shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. If the Bidder shall be called upon to replace any defective materials or equipment or to remedy defective workmanship as herein provided, the Owner, if so requested by the Bidder, shall deenergize that section of the Project involved in such work. In the event of failure by the Bidder to do so, the Owner may replace such defective materials or equipment or remedy such defective workmanship, as the case may be, and in such event, the Bidder shall pay to the Owner the cost and expense thereof.

#### **Section 8. Working Hours.**

Work at the substation construction site shall only be done between the hours of 7:00 AM and 7:00 PM local time Monday through Friday and between 8:00 AM and 5:00 PM local time on Saturday. No work is to be done on Sunday.



## ARTICLE III-PAYMENTS AND RELEASE OF LIENS

### Section 1. Payments to Bidder.

- a. The Owner shall make partial payment to the Bidder for construction accomplished during the preceding month on the basis of completed Construction Units furnished and certified by the Bidder, recommended by the Engineer, and approved by the Owner solely for the purposes of payment; provided, however, that such approval shall not be deemed approval of the workmanship or materials. The Bidder shall submit a detailed schedule of values for labor and material/equipment included in the contract. Monthly requests for payment shall be submitted to the Engineer for review. Upon review, the Engineer will submit a recommendation for payment to the Owner for materials and equipment that has been delivered to the job site or stored in a location approved by the Owner and/or progress on installation of construction units. Only ninety five percent (95%) of each such estimate approved during the construction of the Project shall be paid by the Owner to the Bidder prior to Completion of the Project. Upon completion by the Bidder of the construction of the Project, the Engineer will prepare an inventory of the Project showing the total number and character of Construction Units and, after checking such inventory with the Bidder, will certify it to the Owner together with a certificate of the total cost of the construction performed. Upon the approval of such certificates by the Owner, the Owner shall make payment to the Bidder of all amounts to which the Bidder shall be entitled thereunder which shall not have been paid; provided, however, that such final payment shall be made not later than sixty (60) days after the date of Completion of Construction of the Project, as specified in the Certificate of Completion, unless withheld because of the fault of the Bidder.
- b. The Bidder shall be paid on the basis of the number of Construction Units actually installed at the direction of the Owner shown by the inventory; provided, however, that the total cost shall not exceed the maximum contract price for the construction of the Project as set forth in the Acceptance, unless such excess shall have been approved in writing by the Owner.
- c. Notwithstanding the provisions of Section 1a above, the Bidder may, by giving written notice thereof to the Owner, elect to receive payment in full for any Station of the Project upon:
  - 1) completion of construction of such Station as certified by the Owner's Engineer and approved by the Owner;
  - 2) submission to the Owner of the releases of lien and the certificate referred to in Section 2 hereof;
  - 3) submission to the Owner of the consent in writing by the Surety or Sureties on the Performance Bond to payment in full for such Station prior to Completion of the Project.
- d. No payment shall be due while the Bidder is in default in respect of any of the provisions of this Contract, and the Owner may withhold from the Bidder or the Owner based upon

e. All invoices and request for payment shall be submitted to the Engineer for review and payment recommendation. Invoices and requests for payment shall be addressed to:

**Section 2. Release of Liens and Certificate of Contractor.** (See sample Waiver and Release of Lien and sample Certificate of Contractor attached.) Upon the completion by the Bidder of the construction of the Project (or any Station thereof if the Bidder shall elect to receive payment in full for any Station when completed as provided above) but prior to final payment to the Bidder, the Bidder shall deliver to the Owner releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, materialmen, and subcontractors furnishing services or materials for the Project or such Station, and a certificate in the form attached hereto to the effect that all labor used on or for the Project or such Station has been paid and that all such releases have been submitted to the Owner.

7.F. Adopt Resolution 2020-73, Award Bid...



## ARTICLE IV-PARTICULAR UNDERTAKINGS OF THE BIDDER

**Section 1. Protection to Persons and Property.** The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, unless such instructions are incompatible with federal, state, or municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

- a. The Bidder shall at no time and under no circumstances cause or permit any employee of the Bidder to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Bidders.
- b. The Bidder shall so conduct the construction of the Project as to cause the least possible obstruction of public highways.
- c. The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations, or by local conditions.
- d. Temporary water, light, power, sanitary, and other utility service shall be arranged for by the Bidder for construction purposes at its own expense.
- e. The Bidder shall do all things necessary or expedient to properly protect any and all adjacent lines, highways, and any and all property of others from damage, and in the event that any such lines, highways, or other property are damaged in the course of construction of the Project, the Bidder shall, at its own expense, restore any or all of such damaged property immediately to as good a state as before such damage occurred.
- f. The Project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided, shall be under the charge and control of the Bidder, and during such period of control by the Bidder, all risks in connection with the construction of the Project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the Project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence. The Bidder shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence on the part of the Bidder or any of the Bidder's agents or employees during the control by the Bidder of the Project or any part thereof.
- g. Any and all excess earth, rock, debris, underbrush, and other useless material shall be removed by the Bidder from the site of the Project as rapidly as practicable as the work progresses.

- h. Upon violation by the Bidder of any of the provisions of this section, after written notice of such violation given to the Bidder by the Engineer or the Owner, the Bidder shall immediately correct such violation. Upon failure of the Bidder so to do, the Owner may correct such violation at the Bidder's expense; provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Bidder's expense without such prior notice to the Bidder.
- i. The Bidder shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.

**Section 2. Insurance.** The Bidder shall take out and maintain throughout the construction period insurance in the following minimum requirements:

- a. **Workmen's Compensation & Employer's Liability.** This insurance shall protect Bidder and the Company against all claims under applicable state workmen's compensation laws. The Bidder shall also be protected against all claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include "All States" endorsement.

The liability limits shall not be less than:

|                        |                             |
|------------------------|-----------------------------|
| Workmen's Compensation | Statutory                   |
| Employer's Liability   | \$1 Million (each employee) |

- b. **Comprehensive Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the Bidder against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The General Liability limits shall be not less than:

|               |                               |
|---------------|-------------------------------|
| Bodily Injury | \$1 Million (each person)     |
|               | \$1 Million (each occurrence) |

|                 |             |
|-----------------|-------------|
| Property Damage | \$1 Million |
|-----------------|-------------|

- c. **Comprehensive General Liability.** This insurance shall be written in comprehensive form and shall protect the Bidder against all claims arising from injuries to persons other than his employees or damage to property of the Owner or others arising out of any act of omission of the Bidder or his agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Bidder, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).



The liability limits shall be not less than:

|                 |                                                            |
|-----------------|------------------------------------------------------------|
| Bodily Injury   | \$2 Million (each person)<br>\$2 Million (each occurrence) |
| Property Damage | \$2 Million (each occurrence)<br>\$2 Million (aggregate)   |

- d. Installation Floater. The Bidder shall secure and maintain installation floater insurance on all materials and equipment installed under the Contract. This insurance shall protect the Bidder, the Owner, and the Engineer from all risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage designed for the circumstances which may occur in the particular work included in the Contract. No exclusions shall be permitted with respect to this policy unless specifically authorized by the Owner in writing. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner-furnished equipment and materials to be erected or installed by the Bidder not otherwise insured under builder's risk insurance.

Installation floater insurance shall provide for losses to be payable to the Bidder, the Owner, and the Engineer as their interests may appear. The policy shall contain a provision that, in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Bidder, the Owner, or the Owner's Engineer.

- e. Additional Named Insured. The Owner and its employees and agents, including the Engineer and representatives, shall be named additional insured on all insurance certificates.
- f. Cancellation Notice. The standard ACCORD will not be accepted as proof of insurance unless the cancellation provisions have been altered to assure the Owner at a minimum ten (10) days notice of cancellation.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections b and c of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Bidder shall furnish a certificate evidencing compliance with the foregoing requirements.

Section 3. Indemnification. To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and the Engineer and their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges

of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, or the Engineer or any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work by anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor or other person or organization under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Owner, the Contractor, or any of his subcontractors.

**Section 4. Release of Liability.** Acceptance by the Bidder of the last payment shall be a release to the Owner and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

**Section 5. Delivery of Possession and Control to Owner.**

- a. Upon written request of the Owner, the Bidder shall deliver to the Owner full possession and control of any portion of the Project, provided the Bidder shall have been paid at least ninety five percent (95%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the Project to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1f hereof with respect to such portion of the Project so delivered to the Owner shall be terminated; provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials and workmanship as contained in Article II Section 7, hereof.
- b. Where the construction of a Section as hereinbefore defined in Article II, Section 1c and Article III, Section 1c shall have been completed by the Bidder, the Owner agrees, after receipt of a written request from the Bidder, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1f hereof with respect to such Section so delivered to the Owner shall be terminated; provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials or workmanship as contained in Article II, Section 7 hereof.

**Section 6. Assignment of Guarantees.** All guarantees of materials and workmanship running in favor of the Bidder shall be transferred and assigned to the Owner prior to the time the Bidder receives final payment.



## ARTICLE V-REMEDIES

**Section 1. Completion on Bidder's Default.** If default shall be made by the Bidder or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Bidder and the Surety or Sureties upon the Contractor's Bond or Bonds a written notice requiring the Bidder to cause such default to be corrected forthwith. Unless, within twenty (20) days after the service of such notice upon the Bidder, such default shall be corrected or arrangements for the correction thereof satisfactory to the Owner shall be made by the Bidder or its Surety or Sureties, the Owner may take over the construction of the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Bidder, and the Bidder and its Surety or Sureties shall be liable to the Owner for any cost or expense in excess of the contract price occasioned thereby. In such event, the Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Bidder or any of its subcontractors, which may be situated at the site of the Project. The Owner, in such contingency, may exercise any rights, claims, or demands which the Bidder may have against third persons in connection with this contract, and for such purpose the Bidder does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

**Section 2. Liquidated Damages.** The time of the Completion of Construction of the Project is of the essence of the Contract. Should the Bidder neglect, refuse, or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the Bidder the sum of \$500.00 per day for each and every day that such construction is delayed on its completion beyond the specified time, as liquidated damages and not as a penalty; if the amount due and to become due from the Owner to the Bidder is insufficient to pay in full any such liquidated damages, the Bidder shall pay to the Owner the amount necessary to effect such payment in full; provided, however, that the Owner shall promptly notify the Bidder in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.

**Section 3. Cumulative Remedies.** Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute, and the pursuit of any right or remedy shall not be construed as an election; provided, however, that the provisions of Section 2 of this Article shall be the exclusive measure of damages for failure by the Bidder to complete the construction of the Project within the time herein agreed upon.

## ARTICLE VI-MISCELLANEOUS

### Section 1. Definitions.

- a. The term "Engineer" shall mean the engineer employed by the Owner to provide engineering services for the Project, and said engineer's duly authorized assistants and representatives.
- b. The term "Project" shall mean the substations or other major facilities described in the Plans and Specifications for Construction.
- c. The term "Completion of Construction" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof except the Bidder's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof, (2) the inventory referred to in Article III, Section 1 hereof, and (3) other final documents. The term "Completion of the Project" shall mean full performance by the Bidder of the Bidder's obligations under the contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner, shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.

Section 2. Patent Infringement. The Bidder shall save harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the Project.

Section 3. Permits for Explosives. All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Bidder.

Section 4. Compliance with Statutes and Regulations. The Bidder shall comply with all applicable statutes, ordinances, rules, and regulations pertaining to the work. The Bidder understands that the regulations and orders of governmental agencies having jurisdiction in the premises.

### Section 5. Equal Opportunity Provisions.

- a. Bidder's Representations.

The Bidder represents that:

it has X, does not have \_\_\_\_\_, 100 or more employees, and if it has, that it has X, has not \_\_\_\_\_, furnished the Equal Opportunity Employment Report.

Equal Opportunity Employment-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.



The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that, if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year, and that if this Contract will amount to more than \$10,000, the Bidder will file such report, as required by law and notify the Owner, in writing, of such filing prior to the Owner's acceptance of this Proposal.

b. Equal Opportunity Clause.

During the performance of this Contract, the Bidder agrees as follows:

- 1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or, national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.
- 2) The Bidder will include this Equal Opportunity Clause in every subcontractor purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
- 3) Certificate of Nonsegregated Facilities. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained

identical certification from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

**Section 6. Franchises.** The Bidder shall be under no obligation to obtain or assist in obtaining any franchises, authorizations, permits, or approvals required to be obtained by the Owner from federal, state, county, municipal, or other authorities, or any agreements between the Owner and third parties with respect to any matters incident to the construction and operation of the Project.

**Section 7. Nonassignment of Contract.** The Bidder shall perform directly and without subcontracting not less than twenty-five percent (25%) of the construction of the Project, to be calculated on the basis of the total contract price. The Bidder shall not assign the contract affected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm, or corporation for the performance of the Bidder's obligations hereunder or any part thereof, without the approval in writing of the Owner and of the Surety and Sureties on any bond furnished by the Bidder for the faithful performance of the Bidder's obligations hereunder. If the Bidder, with consent of the Owner, and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the Bidder shall be as fully responsible to the Owner for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Bidder would be for its own acts and omissions and those of persons directly employed by it.

**Section 8. Extension to Successors and Assigns.** Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

**Section 9. Contractor.** Upon acceptance of this Proposal, the successful Bidder shall be the Contractor, and all references in the Proposal to the Bidder shall apply to the Contractor.

**Section 10. Addenda.** The Bidder acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Items Attached:

Lists and Forms:

- a. List of Plans
- b. List of Owner-Furnished Material
- c. Proposed Materials
- d. Proposed Subcontractors
- e. Substation Construction Units
- f. Substation Construction Units and Prices
- g. Unit Adjustment Prices
- h. Proposal Signature by Bidder
- i. Acceptance

For Reference:

- a. Waiver and Release of Liens
- b. Certificate of Contractor
- c. Performance Bond
- d. Bidder's Qualifications (for Bidders not pre-approved)

**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION  
LIST OF PLANS**

See PSE Drawing 001 TITLE SHEET – MN RIVER SUBSTATION, CITY OF CHASKA, MN  
dated 6/4/2020



# **INSTALLATION OF BREAKER 4 MN RIVER SUBSTATION**

## **LIST OF OWNER-FURNISHED MATERIALS**

| Item    | Quantity | Description                                        | Approximate Shipping Dates |
|---------|----------|----------------------------------------------------|----------------------------|
| E2      | 1        | 115 kV, 2000 Amp Disconnect Switch *               | To Be Determined           |
| E1      | 1        | 115 kV, 2000 SF6 Vacuum Circuit Breaker ** (152-4) | On Hand                    |
| E3      | 2        | 115 kV PTs, phase A and B *** (PT1A, PT1B)         | To Be Determined           |
| Panel 8 | 1        | Relay Panel 4 ****                                 | To Be Determined           |

\* The 115 kV switch (E2) is to be mounted on an existing switch structure presently used as a bus support. The existing station post insulators and their mounting channels will need to be removed, the existing 4 inch bus field cut to fit and a terminal pads with expansion termination fittings installed.

\*\* The 115 kV SF6 circuit breaker (E1) is to be installed by the Electrical Contractor on an existing breaker pad. The Contractor shall furnish and install anchor bolts will need to be drilled and epoxied into the pad.

\*\*\* The two 115 kV PTs (E3) are to be mounted on the stands furnished and installed by the Electrical Contractor on existing PT stand foundations and their secondaries wired to an existing PT junction box.

\*\*\*\* Relay Panel 8 is to be installed in the substation control building next to existing Panel 7. The Existing Sync panel, mounted on Panel 7, will need to be moved to the end of the panel lineup.

**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION  
PROPOSED MATERIALS**

Bidder agrees that if Proposal is accepted, equipment and materials will be furnished in accordance with the following. After Proposal acceptance, any substitutions shall have prior approval from the Engineer and Owner. The Bidder shall list the manufacturer and type of the following equipment being proposed.

| Item  | Description                                                   | Manufacturer | Type |
|-------|---------------------------------------------------------------|--------------|------|
| E3    | PT Steel Stands (PT1A, PT1B)                                  |              |      |
| P1    | 125 V DC 30 Pole Space Distribution Panel with Breakers (DC3) |              |      |
| ANN 4 | 12 Point Annunciator                                          |              |      |
|       |                                                               |              |      |
|       |                                                               |              |      |
|       |                                                               |              |      |



**INSTALATION OF BREAKER 4  
MN RIVER SUBSTATION**

**PROPOSED SUBCONTRACTORS**

List the name and address of all subcontractors who will perform work in relation to this contract:

Subcontractor

Work

NOTE: Failure to complete this list may result in rejection of bid. Statements such as "to be determined" are not acceptable.

## INSTALLATION OF BREAKER 4 MN RIVER STBATATION

### SUBSTATION CONSTRUCTION UNITS

**Description of Construction Units.** Each Construction Unit consists of a complete installation of the designated portion of a substation or switching station as specified on the drawings, together with connections to associated equipment. Each Construction Unit represents all labor and material, including necessary accessories completely installed and tested in satisfactory operation.

**Group A. Structures.** A Construction Unit consists of a structure, or structures, with bus supports, including insulators and fittings, buses, conductors, and overhead ground wires to adjacent structures within the station, grounding material to connect equipment with the ground bus, and associated material, including brackets, supports for equipment, clamps and connectors, all as specified in the drawings.

**Group B. Three-Pole Group Operated Air Break Switches.** A Construction Unit consists of one three-pole group operated air break switch with all accessories and operating mechanisms, as specified in the drawings.

**Group C. Lightning Arresters.** A Construction Unit consists of one single-phase lightning arrester.

**Group D. Single Pole Disconnecting Switches.** A Construction Unit consists of one single-pole disconnecting or by-pass switch, as specified in the drawings. If a fuse disconnect switch is specified, the fuse is included with the switch.

**Group E. Circuit Breakers.** A Construction Unit consists of one complete three-phase power circuit breaker complete with supporting frame and control cabinet, unless shown otherwise in the drawings, mounted as specified in the drawings.

**Group F. Circuit Reclosers.** A Construction Unit consists of a complete single-phase or three-phase oil circuit recloser, as specified in the drawings.

**Group G. Meters, Relays, and Instrument Transformers.** A Construction Unit consists of one meter, relay, potential transformer, or current transformer.

**Group H. Transformers.** A Construction Unit consists of one power transformer or one station service transformer, either single-phase or three-phase, as specified in the drawings.

**Group I. Voltage Regulators.** A Construction Unit consists of one single-phase or three-phase voltage regulator, as specified in the drawings.

**Group J. Communications and Supervisory Control Equipment.** A Construction Unit consists of carrier current equipment, microwave, or other types of communications and supervisory control equipment, as specified in the drawings.

**Group K. Conduit and Cable.** A Construction Unit consists of the wire, cable, conduit and accessories necessary to complete the installation of equipment in accordance with the specifications and drawings, where such installation has not been included in other Groups.

**Group L. Foundations.** A Construction Unit consists of concrete footings and foundations, except for the fence, as specified in the drawings.

**Group M. Site Preparation.** A Construction Unit consists of clearing, grading, drainage work, and surfacing, as specified in the drawings.

**Group N. Fence.** A Construction Unit consists of the complete installation of the fence, gates, etc., as specified in the drawings.

**Group O. Station Grounding.** A Construction Unit consists of the complete ground bus, including ground rods, grounding mats, or platforms, except as otherwise provided in other Groups, with connections to structures, equipment, and fence, as specified in the drawings.

**Group P. Building.** A Construction Unit consists of a control building or cabinet, on a foundation of Group L, and the facilities and equipment installed therein, as specified in the drawings, except as otherwise provided in other Groups.

**Group Q. Other Electrical Equipment.** The Engineer shall specify such additional Groups as may be necessary for the completion of the Project. Description of these Groups shall be provided by an addition to this Section.

**INSTALLATION OF BREAKER 4  
MN RIVER**

**UNIT ADJUSTMENT PRICES  
(GROUP Z)**

| Unit No.                                   | Name and Description of Construction Unit                | Measuring Unit | Unit Adjustment Price \$ |
|--------------------------------------------|----------------------------------------------------------|----------------|--------------------------|
| <b>CONDUIT</b>                             |                                                          |                |                          |
| Z3-1                                       | Ridged Aluminum 4"                                       | Foot           | 9.00                     |
| Z3-4                                       | Schedule 40 PVC 2"                                       | Foot           | 4.00                     |
| Z3-5                                       | Schedule 40 PVC 3"                                       | Foot           | 5.00                     |
| <b>BUS</b>                                 |                                                          |                |                          |
| Z5-1                                       | #2 AWG ACSR                                              | Foot           | 10.00                    |
| Z5-2                                       | 2000 kcm AAC,                                            | Foot           | 15.00                    |
| <b>WIRE AND CABLE</b> <i>CONTROL CABLE</i> |                                                          |                |                          |
| Z6-1                                       | In Conduit                                               | Foot           | 7.00                     |
| Z6-2                                       | Direct Bury                                              | Foot           | 6.00                     |
| Z6-3                                       | In Tray and Wire Way                                     | Foot           | 5.00                     |
| Z6-4                                       | Intra and Inter Panel Wiring Including Terminations      | Foot           | 10.00                    |
| <b>CONCRETE</b>                            |                                                          |                |                          |
| Z7-1                                       | Concrete (additional foundation work as may be required) | Cu. Yd.        | N/A                      |
| Z7-2                                       | Reinforcing Steel                                        | Lb.            | N/A                      |



INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION

PROPOSAL SIGNATURE BY BIDDER

MP SYSTEMS INC  
Bidder

By  
Michael D. Tiller  
~~President~~  
Vice President

5477 S. WASTHIDE CR  
Address NEW BELLIN, WI

Attest  
[Signature]  
Secretary

Date: 8/10/2020

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed, in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed, in the corporate name by a duly authorized officer, and the corporate seal affixed and attested by the Secretary of the Corporation.



**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION**

**ACCEPTANCE**

The Owner hereby accepts the foregoing Proposal of the Bidder

\_\_\_\_\_

\_\_\_\_\_

for the construction of the following project: MN Breaker 4 - Installation

The total contract price is \$ \_\_\_\_\_

\_\_\_\_\_  
City of Chaska  
Owner

By

\_\_\_\_\_  
President

Attest

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date of Contract

**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION  
WAIVER AND RELEASE OF LIEN**

WHEREAS, the undersigned, \_\_\_\_\_ has furnished to  
*manufacturer, materialman, or subcontractor*

\_\_\_\_\_ the following: \_\_\_\_\_  
*name of contractor* *kind of material and services furnished*

in the construction of a project belonging to \_\_\_\_\_, known as  
*name of owner*

\_\_\_\_\_.  
*project designation*

NOW, THEREFORE, the undersigned, \_\_\_\_\_  
*name of manufacturer, materialman or subcontractor*

for and in consideration \$ \_\_\_\_\_, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said \_\_\_\_\_ for said project.  
*name of contractor*

Given under my (our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*name of manufacturer, materialman or subcontractor*

By \_\_\_\_\_, president, vice president, partner, or owner, or, if signed by other than one of the foregoing, accompanied by power of attorney signed by one of the foregoing in favor of the signer (use designation applicable).

# **INSTALLATION OF BREAKER 4 MN RIVER SUBSTATION CERTIFICATE OF CONTRACTOR**

\_\_\_\_\_, certifies that he is the \_\_\_\_\_ of, the  
*title of office* *name of contractor*  
 Contractor, in a Construction Contract dated \_\_\_\_\_, 20\_\_\_\_, entered into between the Contractor  
 and City of Chaska, the Owner, for the construction of a Project known as  
*name of owner*

**MN River Substation - Breaker 4 Installation**; and that he is authorized to and does make this  
 certificate on behalf of said Contractor in order to induce the Owner to make payment to the  
 Contractor, in accordance with the provisions of said Construction Contract.

Undersigned further says that all persons who have furnished labor in connection with said  
 construction have been paid in full, that the names of manufacturers, materialmen, and  
 subcontractors that furnished material or services or both in connection with such construction and  
 the kind or kinds of material or services or both so furnished are:

| NAME | KIND OF MATERIAL AND SERVICE |
|------|------------------------------|
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |
|      |                              |

and that the releases of liens executed by all such manufacturers, materialmen, and subcontractors  
 have been furnished the Owner.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature



**INSTALLATION OF BREAKER 4  
MN RIVER SUBSTATION**

**PERFORMANCE BOND**

KNOW ALL PERSONS that we \_\_\_\_\_

\_\_\_\_\_ as Principal, and \_\_\_\_\_

\_\_\_\_\_ as Surety, are held and firmly

bound unto City of Chaska hereinafter called the Owner, in the penal sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of the obligation is such that whereas the Principal has executed the attached Contract dated \_\_\_\_\_, 20\_\_\_\_, to: install circuit breaker 4, relay panel 8, and the associated control and relay modifications at the MN River Substation. General work includes the installation of the circuit breaker 4, a three phase disconnect switch 4B, two 115 kV bus PTs, relay panel 8 and the associated control wire and cable and control and relay circuit changes.

NOW THEREFORE, if the Principal shall:

1. Well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the terms of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and
2. Promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived;

then this obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

Witness

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Individual Principal

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

(Seal)

(Seal)

(Seal)

Corporate Principal

Business Address \_\_\_\_\_

By \_\_\_\_\_

(Affix)

(Corporate)

(Seal)

Attest:

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Corporate Surety

Business Address \_\_\_\_\_

By \_\_\_\_\_

(Affix)

(Corporate)

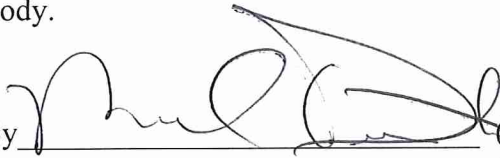
(Seal)

Title \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Michael Diederichs, certify that I am the \_\_\_\_\_ Secretary  
of the Corporation named as Principal in the within bond, that Michael Tillman

\_\_\_\_\_ who signed the said bond on behalf of the  
Principal was Assistant Secretary of said Corporation; that I know his signature, and his  
signature thereto is genuine, and that said bond was duly signed, sealed, and attested for in behalf of  
said Corporation by authority of its governing body.

By  (Affix)  
(Corporate)  
(Seal)

\*\*\*



# **INSTALLATION OF BREAKER 4 MN RIVER SUBSTATION**

## **BIDDER'S QUALIFICATIONS**

*To be submitted in accordance with the provisions set forth in "Notice and Instructions to Bidders" contained in the bidding documents for the project.*

The undersigned Bidder makes the following representations relating to its proposal to

CITY OF CHASKA for  
(Business name, and address of Owner)  
BREAKER 4 INSTALLATION

- The Bidder maintains a permanent place of business at  
5477 S. WESTRIDGE CT, NEW BELLIN MI
- The Bidder possesses adequate financial resources as indicated by the following abbreviated statement:  
Financial condition at close of business December 31, 2019

### ASSETS:

|                                                    |                      |
|----------------------------------------------------|----------------------|
| (a) Cash in bank and on hand                       | \$ <u>530,382</u>    |
| (b) Receivable-notes, open accounts and interest   | <u>10,530,523</u>    |
| (c) Stock and bonds                                | <u>-</u>             |
| (d) Real estate, furniture and fixtures, materials | <u>170,500</u>       |
| (e) Equipment                                      | <u>7,588,367</u>     |
| (f) Other assets (name) <u>Contract Assets</u>     | <u>2,976,286</u>     |
| <u>Other Assets</u>                                | <u>170,358</u>       |
| TOTAL ASSETS                                       | \$ <u>21,966,416</u> |

### LIABILITIES:

|                                                           |                      |
|-----------------------------------------------------------|----------------------|
| (a) Payable-notes, open accounts and interest             | \$ <u>3,554,116</u>  |
| (b) Real estate encumbrances                              | <u>-</u>             |
| (c) Other encumbrances (name) <u>Intercompany Payable</u> | <u>11,092,838</u>    |
| <u>Contract Liabilities</u>                               | <u>893,897</u>       |
| (d) Reserves                                              | <u>-</u>             |
| (e) Capital stock paid up (all classes)                   | <u>2,358,370</u>     |
| (f) Surplus--net worth                                    | <u>4,067,195</u>     |
| TOTAL LIABILITIES                                         | \$ <u>21,966,416</u> |

In addition to the foregoing, a complete and detailed financial statement will be furnished if required.

3. The following judgments are outstanding against the Bidder:

|                 | <i>Judgment Creditors</i> | <i>Where Docketed and Date</i> | <i>Amount</i> |
|-----------------|---------------------------|--------------------------------|---------------|
| (a)             | <u>N/A</u>                | <u></u>                        | \$ <u></u>    |
| (b)             | <u></u>                   | <u></u>                        | \$ <u></u>    |
| Total Judgments |                           |                                | <u></u>       |

4. In the event the contract is awarded to the Bidder, a surety bond in a penal sum not less than the maximum Contract price will be furnished by:

(Surety Company)

Date:  (signed)   
Representative of Surety Company

5. The Bidder will make available for use in connection with the proposed construction the following construction plant and equipment:

LULL, MANLIFT, SKID

6. The Bidder has had the following experience on other similar work:

NO ENERGIES, SUN BEARER, PLYMOUTH,  
ROLL ENERGY, CITY OF CHASKA, BATAVIA

7. If awarded the contract for the construction of the Project, the Bidder will employ the construction superintendents and supervisors listed hereunder for work throughout the course of the construction of the Project:

TONY TURBO

Attached hereto are signed statements of the qualifications of said superintendents and supervisors, including specific experience in supervision of construction of the type of facilities included in the plans and specifications.



8. The Bidder now has the following bonded jobs under contract:

|                 |                      |
|-----------------|----------------------|
| <u>KAKKAVIA</u> | \$ <u>120,000.00</u> |
| _____           | \$ _____             |
| _____           | \$ _____             |

9. The Bidder possesses Contractor's License No. \_\_\_\_\_ for the State of \_\_\_\_\_ in which the Project is located, and said license expires on \_\_\_\_\_, 20\_\_\_\_.

10. The Bidder hereby represents and warrants that all statements set forth herein are true and correct. *(If the Bidder is a partnership, the partnership name must be signed, followed by the signature of at least one of the partners. If the Bidder is a corporation, the corporate name must be signed, followed by the signature of a duly authorized officer and the corporate seal affixed. A typewritten copy of all such names and signatures shall be appended. No alterations, erasures, corrections or interlineations will be permitted.)*

(OFFICIAL SEAL)

MP SYSTEMS INC

Name of Bidder

8/10/2020

Date

Michael D. Tetreault

Signature

Vice President

Title

Date

Signature

Title



# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

MP SYSTEMS, INC.  
5477 S. Westridge Court  
New Berlin, WI 53151

### SURETY:

(Name, legal status and principal place of business)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196-1056

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

CITY OF CHASKA  
660 Victoria Drive, Chaska, MN 55318

**BOND AMOUNT:** Ten Percent of Amount bid  
(10% of Amount Bid)

### PROJECT:

(Name, location or address, and Project number, if any)

MN River Substation Installation of Breaker 4

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of August, 2020

  
(Witness)

MP SYSTEMS, INC.

(Principal)

(Seal)

  
(Title)

Michael Tillman, Vice President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Surety)

(Seal)

  
(Witness)

  
(Title)

Brian Krause, Attorney in Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly CODY, Roxanne JENSEN, Trudy A. SZALEWSKI, Jeffrey S. MOORE, Brian KRAUSE and Christopher K. HOVDEN, all of Green Bay, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of June, A.D. 2019.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



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

*Dawn E. Brown*  
Assistant Secretary  
Dawn E. Brown

Vice President  
Robert D. Murray

State of Maryland  
County of Baltimore

On this 12th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



August 13, 2020

City of Chaska  
660 Victoria Drive  
Chaska, MN 55318

***Subject: City of Chaska, MN River Substation Breaker Addition -  
Substation Construction Contractor - Recommendation***

Mr. Romine:

On August 11, 2020, in response to our request for proposal dated July 16, 2020, proposals to provide labor and material to install the breaker 4, and the associated equipment and relaying changes at the MN River Substation were received.

A summary of the proposals received is listed below:

| <u><b>Contractor</b></u> | <u><b>Proposal Price</b></u>                |
|--------------------------|---------------------------------------------|
| MP Systems               | \$153,805.92 (revised price - \$156,450.92) |
| MJ Electric              | \$176,993.00                                |
| Hooper                   | \$183,233.0                                 |

As can be seen from the above listing, the proposal from MP systems is the lowest cost, with the proposal from MJ Electric being the next lowest.

As part of the process of evaluating the proposals, MP Systems was contacted and their proposal discussed in some detail. MP Systems stated that they could not meet our desired date to complete the work due to long lead times for the substation steel and connectors. MP Systems was asked to look into what it might take to get the steel and connectors on time so that the project work could be completed on time. They were also asked if some of the work, such as the cables pulled to the CCVTs and the circuit breaker, and some other work done before the substation was taken out of service, thereby getting more time to complete the work. MP Systems submitted a revised proposal with their original price increased by \$2,645.00, bringing the cost for their revised proposal to \$156,450.92. With the revised proposal no exceptions to the specifications were taken and MP Systems expects to be able to complete the work by November 16, 2020, our desired completion date.

MP Systems submitted the lowest cost proposal and even with their revised proposal they had the lowest proposed price, and took no exceptions. Therefore we recommend that the revised proposal from MP Systems to the install the breaker 4, and the associated equipment and relaying work at the MN River Substation be accepted.

If this recommendation is accepted a resolution stating the Cities acceptance should be sent to MP Systems so that they can obtain the contractor's bond and get the long lead time items on order. The contractor's bond should be incorporated into three copies of the revised proposal and contract documents, signed by MP Systems and by Chaska on the acceptance pages, this will then complete the executed contracts for the breaker 4 installation work at the MN River Substation. MP Systems is to be

sent one copy of the completed MN River breaker 4 installation contract documents and the City should retain the other two.

We are including with this recommendation the revise proposal from MP Systems.

Let us know if there are questions concerning this matter.

Sincerely,

A handwritten signature in black ink that reads "Daniel Stark". The signature is written in a cursive, flowing style.

Daniel Stark

# REQUEST FOR ACTION CHASKA CITY COUNCIL 08/17/2020

**Subject: Pioneer Vista – Preliminary Plat & Rezoning**

Applicant: Lennar

Location: South of Pioneer Trail, East of Clover Ridge Drive, North of Twin Cities & Western Railroad

Case No.: 2020-15

Synopsis: Applicant seeks to obtain approval of a 54 unit townhome development on approximately 17 acres of land just north of Clover Ridge

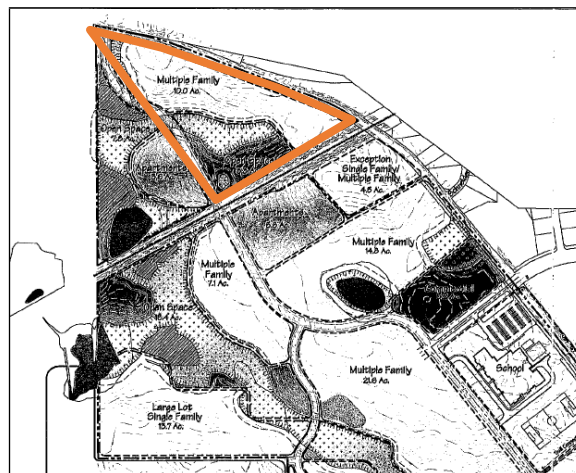
Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution and Ordinance

---

## **BACKGROUND**

Back in 2000 when the Clover Ridge development was being planned, the property just north of the Twin Cities & Western railroad was also conceptually looked at for use as multi-family. See below.



A concept Plan for Pioneer Vista was approved in May 2020.

## **Project Goals**

The identified goals in creating this new neighborhood include the following:

- A concept plan that considers the wetlands, open space, landscape buffering on the property.
- Views of the neighborhood from the surrounding streets and within the neighborhood.
- Attractiveness of the homes.
- Quality of home construction.

## **Comprehensive Plan & Land Use**

The Comprehensive Plan guides this area to be Medium Density Residential and Open Space. The proposal tonight is consistent with this guidance.

The parcel of land that this development encompasses is currently zoned Rural (R). The area in question is being rezoned to a more appropriate zoning district as a Planned Residential Development (PRD).

## **Adjacent properties**

The site is bound on the south by the Twin Cities & Western railway and the Clover Ridge development; to the west by Clover Ridge Drive; the north by Pioneer Trail; and the east by single family residential in Clover Ridge.

## **Existing Conditions**

The subject property is located on the western edge of Chaska. The site is 16.9 gross acres in size, 13.2 of which are developable, and is currently vacant open space which is thinly wooded and is not being utilized for agricultural purposes. One wetland has been delineated on the site which is 3.64 acres in size. There are some significant grades on the property so grading will be required to balance the site in preparation for home construction and stormwater management.

A tree survey has already been conducted on the property, which included the area west of Clover Ridge Drive. The survey shows that there are a number of eastern red cedars very small in caliper (1-2 inch caliper), plus a number of box elders and elms.

## **CURRENT PROPOSAL**

The preliminary plat and rezoning request for Pioneer Vista proposes 54 row townhome units (4.1 units/acre net density) off of a public street and cul de sac that stems from Clover Ridge Drive. The 54 units are dispersed across 11 separate buildings; ranging from 4 units per building up to 6 units. Each unit will be owner-occupied, thus resulting in their own lot.

The existing wetland is intended to remain undisturbed with appropriate buffers included with the development. Retention ponds and possibly infiltration basins will be created on site for purposes of stormwater treatment. An amenity or gather area of some type is proposed on the east side of the neighborhood near at the end of the cul de sac.

## **Layout**

Access for the new neighborhood will be from Clover Ridge Drive approximately 400 feet south of Pioneer Trail. This will be the only access into the development, which will terminate into a cul de sac on the easterly side of the site. The road and townhomes are mainly situated on the north side of the site to avoid impacting the wetland on the south side. The centerline building setback from Pioneer Trail requires that most of the townhome buildings to be situated south of the public street. There will only be three buildings on the north side of the street towards the entrance of the development.

The plan was designed to create a landscape buffer along Pioneer Trail and the northerly portion of Clover Ridge Drive so the public streetscape view will mostly be that of trees, shrubs, and grasses. Those travelling northbound on Clover Ridge Drive will have views of the large

open space and wetland area leading to views of landscaping at the rear perimeter of townhome buildings, as well as moderate views of the rear townhome elevations all of which will have a deck or porch. Due to the curvature of the internal private street of Pioneer Vista many of the townhome buildings are offset and angled from one another which creates visual variation and interest from the public view. Lennar's anti-monotony code will offer additional variation through the use of multiple color packages so each building will be unique from the next.

36 of the 54 homes have been intentionally angled to the open space, wetlands, and ponds so that will be their main focal point. Other homes will have views of landscape buffering and partial views of Pioneer Trail or Clover Ridge Drive and open space or neighborhoods beyond. With each home having a patio, deck, or porch these residents will have both indoor and outdoor viewsheds. The development will be nearly 50% open space and wetlands.

### **Transportation/ROW/Parking**

The preliminary plan proposes to provide for a public street with connectivity to Clover Ridge Drive. The plan appears to show road widths (60 feet) that are consistent with public street designs.

Townhouse units are required to provide two spaces per unit, plus at least one space per two units in common lots for visitor parking use. A 54 unit townhome development would require 27 visitor parking spaces. The plan is currently showing 27 visitor parking spaces on the street. In addition, it should be noted that each unit will have space for 4 cars to park within the garage and on the driveway (total of 216 private stall spaces).

### **Utilities**

Sewer and water utilities are available. Water and sewer are stubbed to the access point on the west. The plan proposes to have a public street with public utilities.

### **Stormwater**

Stormwater ponding is proposed as a part of this proposal on the south side of the site. It will be required that the developer provides adequate maintenance access into these areas, which is shown as a bituminous path at the end of the cul de sac. Stormwater ponding will have to meet all Carver County WMO and City standards.

### **Schedule**

Land development work could begin in Summer 2020 with construction on model homes beginning late Fall 2020. Ideally Lennar would have a home ready for the Spring 2021 Parade of Homes. The overall project will likely be developed in one or two phases. In most cases Lennar project sales at a rate of two homes per month. Therefore, based on the 54 homes the timeline for full occupancy would be approximately 24-30 months.

### **Setbacks**

Namely, the front yard setback should be no less than 20 feet. The setback between townhome buildings shall be 15 feet.

In addition to these setbacks, there are other setbacks that may apply to this site. See below:

| <b>SETBACKS</b>     |                                                              |
|---------------------|--------------------------------------------------------------|
| <b>Direction</b>    | <b>Setback</b>                                               |
| Pioneer Trail       | 125 feet from centerline                                     |
| Clover Ridge        | 20 feet                                                      |
| Wooded Steep Slopes | 50 feet building setback and 30 feet no grade/no mow setback |
| Wetlands            | 30 feet                                                      |
| Railway             | 50 feet                                                      |

### **Architecture**

Lennar will be the sole builder in this development. The Liberty townhomes are a two-story building consisting of four to six units per building. The Liberty series offers five floorplans each with 3 bedrooms, 2-3 bathrooms, front-loaded 2-car garage, and include a basement with option to finish. Each townhome unit will come furnished with some form of outdoor space. Walkout and Lookout units typically include an 8'x14' deck. Full basement and Slab-on-grade units include an 8'x8' patio. These townhomes have also been built, or are being built, in Lakeville, Rosemount, Woodbury, and Maple Grove. 54 units are proposed that will be built in 11 separate buildings ranging from 4-6 units per building. The base price range is \$310,000-\$320,000. Square footage will range from 1,720 square feet up to 1,830 square feet.

Lennar homes include varying amounts of stone on most facades and the siding materials consist of lap siding, shakes, or board and batten. Other architectural features available on selected facades include columns, gables, shutters, accentuated window trim and fascia, and decorative roof brackets and cornices. All Lennar townhome units are equipped with fire sprinklers. Lennar's design team will carefully plan the color packages of each building to avoid monotony and to ensure a visually appealing streetscape.

Staff would also point out that 360-degree architecture shall be used on the facades seen from public view. The applicant has provided pictures and drawings of the units, which shows articulation on the rear elevations. The articulation provided is 8 inch band boards that divide the first and second floors, color change between the first and second floors, 4 inch window trim on all windows, and gables with shakes in them on the roof line.

### **Trails & Sidewalks**

There are no public trail installations proposed as a part of this development nor are there trails called out for this area in the Comprehensive Plan. Because of this the developer will be required to pay trail fees, which will be wrapped into the Developer's Agreement. The adjacent regional trail system will be accessed via Clover Ridge Drive and Pioneer Trail. The developer has included a small trail off of the cul de sac that will provide access to the stormwater pond. The developer also looked at the potential in including a trail through the large wetland on site, however, has opted out of pursuing this due to the desire to not impact the wetland. Staff would suggest adding a loop around the stormwater pond to enhance the walking areas of the site. This can be done with a mulch trail that sits on the maintenance bench of the stormwater area. The developer would have to address this inclusion in their final submittal.

A sidewalk is provided on the south side of the public street up to the extent of the end of the cul de sac to provide access to the usable open space area. A sidewalk is not shown on the north side of the street as it was determined that it would be unneeded due to the fact that there are only 3 buildings and situated mainly on the west side.

### **Screening, Landscaping & Tree Preservation**

Because this development abuts the Twin Cities and Western railway it will be important that the homes that back up to this use have adequate screening. In addition, it will be important to see how the north edge adjacent to Pioneer Trail will be addressed for screening as the development abuts a major roadway. The applicant is showing a level of deciduous and coniferous plantings along the southeastern edge of the site abutting the railroad. They have also included a section drawing to show the relationship between the site and railroad. The railroad sits approximately 10 feet lower than the site. Existing trees will remain along the edge of this railroad. The applicant is showing a level of deciduous and coniferous trees along the northwestern edge of Pioneer Trail. They have also included a section drawing to show the relationship between the site and road. The road sits approximately 8 feet higher than the first floor of the buildings.

The applicant has also included a detail plan in their preliminary submittal to show the landscaping around each of the buildings. Each building will have a level of shrubs around the sides and rears to help enhance the edges.

The applicant has already conducted and submitted a tree survey as a part of this proposal. As noted previously, the survey shows that there are a number of eastern red cedars very small in caliper (1-2 inch caliper), plus a number of box elders and elms. Per observation, there were no significant, valuable trees noted by staff in the areas impacted by development. The developer has indicated that there will be a level of preservation along the railroad corridor and wetland area. The tree preservation plan indicates that the southern edge of the site (abutting the railroad) will be untouched in terms of tree removal. Some tree removal will occur along the edges of the wetland and proposed stormwater pond, and most of the tree removal will occur on the north side of the site where the road and buildings will be located.

### **Parkland & Amenities**

A park is not planned for this development, nor does the Comprehensive Plan guide the area for a public park. The developer will be required to pay park dedication fees.

For multi-family residential developments (townhomes), it is required to show a level of gathering open space options that can be used by the residents. For townhomes, 1,000 square feet of common open gathering space per unit is required. There will be a community gathering space east of the cul-de-sac including a grilling area with tables, a fire pit with benches, flat-graded play area, and a trail extending from the end of the cul-de-sac to the ponding area. The regional trail system will be accessed via Clover Ridge Drive and Pioneer Trail. Lennar's townhome communities attract a wide range of demographics, including first-time home buyers, young to middle-aged singles, small families, divorcees, and empty-nesters. The open space and community amenities, as well as access to regional trails, will cater towards all of these demographics.



It was noted during the Concept Plan the desire to utilize the wetland for trails and providing usable open space. Lennar will not pursue a trail through the wetland as that would require impacts to the wetland which they are trying to avoid. There is also limited space to grade a 5-foot wide flat strip for a trail between the wetland, wetland buffer, stormwater pond, and railroad right-of-way. Placement of a trail in this area would require grading a flat area that would cause the ponding area to expand and the only option to expand the pond would be in the designated open space area where the fire pit and grill area are proposed. This would lead to the removal of more trees along the railroad corridor and a significant reduction in the proposed open space. This is why Lennar has decided not to show a path around the stormwater pond. City Staff would, however, request that the developer incorporate a mulch trail extending from the pond maintenance trail around the extent of the stormwater pond to help provide a more enhanced pedestrian route in the usable open space area.

The developer has also considered adding a tot lot to the site. However, in their years of experience building townhome communities these tot lots, after the community has been established for a few years, are an amenity that are significantly underutilized in the long term. The developer may choose to install a tot lot during the construction process or as sales in the community progress, but they prefer this decision be left to Lennar based on market conditions. Staff would agree that the addition of a tot lot is best added if market conditions would support such amenity. There is an area on the east side of the three northern buildings that could be a good placement for this if they choose to add one in the future.

### **Preliminary Plat**

The request this evening is for preliminary plat of 54 lots for a 54 unit townhome development. Two additional lots are shown to hold common open space, and the usable amenity area. The outlots are as follows:

- Outlot A: Wetland and Stormwater Pond area to be owned by the City of Chaska
- Outlot B: Land for future development to be owned by Chaska Investment

### **Rezoning**

The approximately 17-acre property is being rezoned from Rural (R) to Planned Residential District (PRD-76).

### **Development Costs (Infrastructure Improvements)**

The City of Chaska has a number of area-wide development cost such as, but not limited to:

- Arterial Road Network
- Collector Roads
- Storm Sewer
- Trails
- Parks

Prior to final platting, the developer will need to work with City Staff to determine which of these are applicable and what those fees will be.

### **PLANNING COMMISSION ACTION TAKEN 8/12/2020:**

Motion to recommend to City Council approval of the Pioneer Vista Preliminary Plat for a 54 unit townhome development on 17 acres of land, subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
  - a. Project Narrative (pgs 1-5), prepared by Lennar, undated
  - b. Title Sheet (pg C1.01), prepared by Sambatek, date July 29, 2020
  - c. Overall Site-PRD Plan (pg C3.01), prepared by Sambatek, date July 29, 2020
  - d. Site-PRD Plan-West (pg C3.02), prepared by Sambatek, date July 29, 2020
  - e. Site-PRD Plan-East (pg C3.03), prepared by Sambatek, date July 29, 2020
  - f. Overall Grading Plan (pg C4.01), prepared by Sambatek, date July 29, 2020
  - g. Grading Plan-West (pg C4.02), prepared by Sambatek, date July 29, 2020
  - h. Grading Plan-East (pg C4.03), prepared by Sambatek, date July 29, 2020
  - i. Erosion Control Phase 1 (pg C5.01), prepared by Sambatek, date July 29, 2020
  - j. Erosion Control Phase 2 (pg C5.02), prepared by Sambatek, date July 29, 2020
  - k. Erosion Control Notes & Details (pg C5.03), prepared by Sambatek, date July 29, 2020
  - l. Overall Utility Plan (pg C6.01), prepared by Sambatek, date July 29, 2020
  - m. Utility Plan-West (pg C6.02), prepared by Sambatek, date July 29, 2020
  - n. Utility Plan-East (pg C6.03), prepared by Sambatek, date July 29, 2020
  - o. Overall Storm Sewer Plan (pg C7.01), prepared by Sambatek, date July 29, 2020
  - p. Storm Sewer Plan-West (pg C7.02), prepared by Sambatek, date July 29, 2020
  - q. Storm Sewer Plan-East (pg C7.03), prepared by Sambatek, date July 29, 2020
  - r. Street Plan-West (pg C8.01), prepared by Sambatek, date July 29, 2020
  - s. Street Plan-East (pg C8.02), prepared by Sambatek, date July 29, 2020
  - t. Overlay Plan (pg C8.03), prepared by Sambatek, date July 29, 2020
  - u. Tree Inventory Plan (pg L0.0), prepared by Sambatek, date July 29, 2020
  - v. Tree Preservation List (pg L0.1), prepared by Sambatek, date July 29, 2020
  - w. Details (pg C9.01-C9.03), prepared by Sambatek, date July 29, 2020
  - x. Overall Landscape Plan (pg L1.01), prepared by Sambatek, date July 29, 2020
  - y. Landscaping Plan-West (pg L1.02), prepared by Sambatek, date July 29, 2020
  - z. Landscaping Plan-East (pg L1.03)
  - aa. Landscape Details and Notes (pg L1.04), prepared by Sambatek, date July 29, 2020
  - bb. 54 Unit Residential Neighborhood Site Plan, prepared by Sambatek, date July 29, 2020
  - cc. Section/Elevations, prepared by Sambatek, date July 29, 2020
  - dd. Home Plans (pgs 1-28), prepared by Lennar
2. Adherence with the City Engineer's Memo dated August 6, 2020.
3. Adherence with the Carver County Public Works Memo, dated August 6, 2020.
4. Provision that a mulch trail be added around the stormwater pond, and to be addressed at final submittal.
5. Sidewalk shall be designed to be level and not sloped with the driveway and to be shown on the final plans.
6. Adherence to the following building setbacks:
  - a. Front (from Street Right of Way): 20 feet
  - b. Between Buildings: 15 feet
  - c. Clover Ridge Drive: 20 feet
  - d. Pioneer Trail: 125 feet from centerline
  - e. Railroad: 50 feet
7. Provision of 360 degree architecture be used on all facades seen from public view.
8. Prior to final plat approval, developer shall enter into an agreement with the City for the provision of necessary infrastructure and associated development costs.
9. Preservation of wetlands and a 30 foot buffer.
10. Provision of a storm water management plan meeting City and Carver County WMO standards.
11. Provision of a construction traffic plan with appropriate traffic signage to be coordinated and approved by the City Engineer.

12. Construction traffic shall not use the existing Clover Ridge neighborhood streets and shall be limited to Pioneer Trail only.
13. Evaluation by the City Engineer of sight line at Clover Ridge Drive and development entrance intersection.
14. Incorporation of a tot lot as a part of the usable open space.

Motion to recommend approval of the rezoning of the site from Rural (R) to Planned Residential District (PRD-76).

**CITY COUNCIL ACTION REQUESTED**

**Motion to adopt Resolution No. 2020-67 approving the preliminary plat for a 54 unit townhome development on 17 acres of land (PC#2020-15)**

**Motion to adopt Ordinance No. 979 approving the rezoning from Rural (R) to Planned Residential District (PRD-76).**

**CITY OF CHASKA  
CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE** 08/17/2020 **RESOLUTION NO.** 2020-67

**MOTION BY COUNCILMEMBER** \_\_\_\_\_ **SECOND BY COUNCILMEMBER** \_\_\_\_\_

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**Resolution approving the Preliminary Plat for Pioneer Vista/Lennar/PC #2020-15**

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WHEREAS, the proposed Pioneer Vista community would consist of 54 row townhome units (4.1 units/acre net density) off of a public street that stems from Clover Ridge Drive; and

WHEREAS, the existing wetland is intended to remain undisturbed with appropriate buffers included with the development; and

WHEREAS, access for the new neighborhood will be from Clover Ridge Drive approximately 400 feet south of Pioneer Trail; and

WHEREAS, this will be the only access into the development, which will terminate into a cul de sac on the easterly side of the site; and

WHEREAS, the Preliminary Plan proposes to provide for a public street with connectivity to Clover Ridge Drive; and

WHEREAS, townhouse units are required to provide two spaces per unit, plus at least one space per two units in common lots for visitor parking use; and

WHEREAS, a 54 unit townhome development would require 27 visitor parking spaces; and

WHEREAS, the plan is currently showing 27 visitor parking spaces on the street; and

WHEREAS, in addition, it should be noted that each unit will have space for 4 cars to park within the garage and on the driveway (total of 216 private stall spaces); and

WHEREAS, there are no public trail installations proposed as a part of this development nor are there trails called out for this area in the Comprehensive Plan, and because of this the developer will be required to pay trail fees, which will be wrapped into the Developer's Agreement; and

WHEREAS, a sidewalk is provided on the south side of the public street up to the extent of the end of the cul de sac to provide access to the usable open space area; and

WHEREAS, a sidewalk is not shown on the north side of the street as it was determined that it would be unneeded due to the fact that there are only 3 buildings and situated mainly on the west side; and

WHEREAS, because this development abuts the Twin Cities and Western railway it will be important that the homes that back up to this use have adequate screening; and

WHEREAS, it will be important to see how the north edge adjacent to Pioneer Trail will be addressed for screening as the development abuts a major roadway; and

WHEREAS, the applicant is showing a level of deciduous and coniferous plantings along the southeastern edge of the site abutting the railroad; and

WHEREAS, existing trees will remain along the edge of this railroad; and

WHEREAS, the applicant is showing a level of deciduous and coniferous trees along the northwestern edge of Pioneer Trail; and

WHEREAS, each building will have a level of shrubs around the sides and rears to help enhance the edges; and

WHEREAS, a park is not planned for this development, nor does the Comprehensive Plan guide the area for a public park, and the developer will be required to pay park dedication fees; and

WHEREAS, the tree preservation plan indicates that the southern edge of the site (abutting the railroad) will be untouched in terms of tree removal; and

WHEREAS, there will be a community gathering space east of the cul-de-sac including a grilling area with tables, a fire pit with benches, flat-graded play area, and a trail extending from the end of the cul-de-sac to the ponding area; and

WHEREAS, City Staff would, however, request that the developer incorporate a mulch trail extending from the pond maintenance trail around the extent of the stormwater pond to help provide a more enhanced pedestrian route in the usable open space area; and

WHEREAS, the request this evening is for preliminary plat of 54 lots for a 54 unit townhome development; and

WHEREAS, two additional lots are shown to hold common open space, and the usable amenity area; and

WHEREAS, the outlots are as follows:

- Outlot A: Wetland and Stormwater Pond area to be owned by the City of Chaska
- Outlot B: Land for future development to be owned by Chaska Investment; and

WHEREAS, on August 12, 2020 the Planning Commission recommended approval to the City Council of the Preliminary Plat for Pioneer Vista (PC#2020-15); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Preliminary Plat for Pioneer Vista (PC#2020-15), subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
  - a. Project Narrative (pgs 1-5), prepared by Lennar, undated
  - b. Title Sheet (pg C1.01), prepared by Sambatek, date July 29, 2020
  - c. Overall Site-PRD Plan (pg C3.01), prepared by Sambatek, date July 29, 2020
  - d. Site-PRD Plan-West (pg C3.02), prepared by Sambatek, date July 29, 2020
  - e. Site-PRD Plan-East (pg C3.03), prepared by Sambatek, date July 29, 2020
  - f. Overall Grading Plan (pg C4.01), prepared by Sambatek, date July 29, 2020
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  - j. Erosion Control Phase 2 (pg C5.02), prepared by Sambatek, date July 29, 2020
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  - t. Overlay Plan (pg C8.03), prepared by Sambatek, date July 29, 2020
  - u. Tree Inventory Plan (pg L0.0), prepared by Sambatek, date July 29, 2020
  - v. Tree Preservation List (pg L0.1), prepared by Sambatek, date July 29, 2020
  - w. Details (pg C9.01-C9.03), prepared by Sambatek, date July 29, 2020
  - x. Overall Landscape Plan (pg L1.01), prepared by Sambatek, date July 29, 2020
  - y. Landscaping Plan-West (pg L1.02), prepared by Sambatek, date July 29, 2020
  - z. Landscaping Plan-East (pg L1.03)
  - aa. Landscape Details and Notes (pg L1.04), prepared by Sambatek, date July 29, 2020
  - bb. 54 Unit Residential Neighborhood Site Plan, prepared by Sambatek, date July 29, 2020
  - cc. Section/Elevations, prepared by Sambatek, date July 29, 2020
  - dd. Home Plans (pgs 1-28), prepared by Lennar
2. Adherence with the City Engineer's Memo dated August 6, 2020.
  3. Adherence with the Carver County Public Works Memo, dated August 6, 2020.
  4. Provision that a mulch trail be added around the stormwater pond, and to be addressed at final submittal.
  5. Sidewalk shall be designed to be level and not sloped with the driveway and to be shown on the final plans.
  6. Adherence to the following building setbacks:
    - a. Front (from Street Right of Way): 20 feet
    - b. Between Buildings: 15 feet
    - c. Clover Ridge Drive: 20 feet
    - d. Pioneer Trail: 125 feet from centerline
    - e. Railroad: 50 feet
  7. Provision of 360 degree architecture be used on all facades seen from public view.
  8. Prior to final plat approval, developer shall enter into an agreement with the City for the provision of necessary infrastructure and associated development costs.
  9. Preservation of wetlands and a 30 foot buffer.
  10. Provision of a storm water management plan meeting City and Carver County WMO standards.
  11. Provision of a construction traffic plan with appropriate traffic signage to be coordinated and approved by the City Engineer.
  12. Construction traffic shall not use the existing Clover Ridge neighborhood streets and shall be limited to Pioneer Trail only.
  13. Evaluation by the City Engineer of sight line at Clover Ridge Drive and development entrance intersection.
  14. Incorporation of a tot lot as a part of the usable open space.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 17<sup>th</sup> day of August, 2020.

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Mark Windschitl, Mayor

Attest: \_\_\_\_\_

Chaska Deputy Clerk

**CITY OF CHASKA**

**ORDINANCE NO. 979**

**MOTION BY COUNCILMEMBER \_\_\_\_\_, SECOND BY COUNCILMEMBER \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 229 (ZONING ORDINANCE)  
BY REZONING CERTAIN REAL ESTATE WITHIN THE CITY OF CHASKA**

THE CITY COUNCIL OF THE CITY OF CHASKA DO ORDAIN:

Section I.     Rezoning. The boundaries of the Zoning Districts as established by Ordinance No. 229 and as shown on the Zoning Map of Chaska, Minnesota are hereby amended as follows:

The following described real estate is hereby removed from the Rural (R) zoning district and rezoned to Planned Residential District No. 76 (PRD-76) for all of Blocks 1-2 and Outlot A of the recorded plat of Pioneer Vista.

The following graphic exhibits shall serve as the general guide for development of the area:

- a. Title Sheet (pg C1.01), prepared by Sambatek, date July 29, 2020
- b. Overall Site-PRD Plan (pg C3.01), prepared by Sambatek, date July 29, 2020
- c. Site-PRD Plan-West (pg C3.02), prepared by Sambatek, date July 29, 2020
- d. Site-PRD Plan-East (pg C3.03), prepared by Sambatek, date July 29, 2020
- e. Overall Grading Plan (pg C4.01), prepared by Sambatek, date July 29, 2020
- f. Grading Plan-West (pg C4.02), prepared by Sambatek, date July 29, 2020
- g. Grading Plan-East (pg C4.03), prepared by Sambatek, date July 29, 2020
- h. Erosion Control Phase 1 (pg C5.01), prepared by Sambatek, date July 29, 2020
- i. Erosion Control Phase 2 (pg C5.02), prepared by Sambatek, date July 29, 2020
- j. Erosion Control Notes & Details (pg C5.03), prepared by Sambatek, date July 29, 2020
- k. Overall Utility Plan (pg C6.01), prepared by Sambatek, date July 29, 2020
- l. Utility Plan-West (pg C6.02), prepared by Sambatek, date July 29, 2020
- m. Utility Plan-East (pg C6.03), prepared by Sambatek, date July 29, 2020

- n. Overall Storm Sewer Plan (pg C7.01), prepared by Sambatek, date July 29, 2020
- o. Storm Sewer Plan-West (pg C7.02), prepared by Sambatek, date July 29, 2020
- p. Storm Sewer Plan-East (pg C7.03), prepared by Sambatek, date July 29, 2020
- q. Street Plan-West (pg C8.01), prepared by Sambatek, date July 29, 2020
- r. Street Plan-East (pg C8.02), prepared by Sambatek, date July 29, 2020
- s. Overlay Plan (pg C8.03), prepared by Sambatek, date July 29, 2020
- t. Tree Inventory Plan (pg L0.0), prepared by Sambatek, date July 29, 2020
- u. Tree Preservation List (pg L0.1), prepared by Sambatek, date July 29, 2020
- v. Details (pg C9.01-C9.03), prepared by Sambatek, date July 29, 2020
- w. Overall Landscape Plan (pg L1.01), prepared by Sambatek, date July 29, 2020
- x. Landscaping Plan-West (pg L1.02), prepared by Sambatek, date July 29, 2020
- y. Landscaping Plan-East (pg L1.03)
- z. Landscape Details and Notes (pg L1.04), prepared by Sambatek, date July 29, 2020
- aa. 54 Unit Residential Neighborhood Site Plan, prepared by Sambatek, date July 29, 2020
- bb. Section/Elevations, prepared by Sambatek, date July 29, 2020
- cc. Home Plans (pgs 1-28), prepared by Lennar

Section II. **PRD-76 District regulations.**

Permitted uses and regulations applicable to the PRD-76 District shall be as follows:

**A. Intent**

The intent of PRD-76 is to create a townhome housing development typically low in density to preserve the natural amenities and open space character.

**B. Permitted Uses**

Permitted uses shall be townhome dwellings at a maximum gross density of 3.2 units per acre and customary accessory uses.

**1. Townhomes**

The following described real estate shall be limited in its use to Townhomes for Lots 1-12, Block 1, and Lots 1-42, Block 2 all in the plat of Pioneer Vista, Carver County, Minnesota.



**2. Common Open Space & Amenity Area**

The following described real estate shall be limited in its use to common open space and amenity area for Lot 13, Block 1 and Lot 43, Block 2 all in the plat of Pioneer Vista, Carver County, Minnesota.

**C. Building Setbacks**

Minimum building setbacks shall be as follows:

1. From Street Right of Way: 20 feet
2. From Clover Ridge Drive: 20 feet
3. Between Buildings: 15 feet
4. From Centerline of Pioneer Trail: 125 feet
5. From Railroad right of way: 50 feet
6. From wetlands: 30 feet

**D. Development Regulations**

Development regulations shall be as follows:

1. Maximum gross density shall be 3.2 units/acre.
2. Decks, deck stairs and Patios can go up to rear property line, and cannot encroach into common area.
3. 4 inch window trim required on all windows.
4. Sidewalk provided only on the south side of the public street up to the east side of the cul de sac.
5. 360-degree architecture shall be provided for all corner lots and all lots whose rear or sides are visible from public right's-of-way or across from open spaces. 360-degree architecture is defined as a home that has similar style and quality window, door, trim and decorative moldings on all exterior elevations of the home. Each building will be required to meet this regulation.
6. Colors shall be varied between each building.
7. One Monument sign is allowed and shall be setback at least 10 feet from property lines, be no greater than 50 square feet in area, no greater than 6 feet in height, and lighting shall only be provided by an external light source.

**E. Outlots**

The following described real estate shall be limited in its use to wetland and stormwater pond to be owned by the City of Chaska for all of Outlot A, and land for future development to be owned by Chaska Investment for all of Outlot B, all in the plat of Pioneer Vista, Carver County, Minnesota.

Section III.    Effective Date.    This Ordinance shall be in full force and effect from and after its date of passage, adoption, and publication according to law.

Passed and adopted by the City Council of the City of Chaska, Minnesota this 17<sup>th</sup> day of August, 2020.

---

Mark Windschitl, Mayor

Attest: \_\_\_\_\_  
Deputy Clerk



## City of Chaska Memorandum

**To:** Planning Commission  
**From:** Matt Clark  
**Date:** August 6<sup>th</sup>, 2020  
**Subject:** Pioneer Vista Preliminary Plat Plan

The proposed Pioneer Vista home development site abuts just south of Pioneer Trail and borders Clover Ridge Drive and accounts in total of nearly 17 acres of which approximately 13 acres is proposed for development. The existing drainage patterns over site slope to an existing wetland that is approximately 3.5 acres in size. Mass grading over the 13 acres is proposed that will satisfy both housing development and for stormwater management. The proposed grading plan does a nice job in protecting the existing wetland complex with no impacts being proposed with the development. As the grading plan continues to be worked on a storm water management plan that meets all agency requirements will be required prior to grading work occurring on the site.

Gravity sanitary sewer and water main are available at the stub street and are readily available to service the planned development near the access point from Clover Ridge Drive. Originally when the concept plan was presented the developer proposed private streets and utilities. The layout has been repurposed to accommodate setbacks that meet City standards for public streets and utilities. The final construction documents will need to be consistent with all City standards and policies.

During the Concept Plan a traffic study was not recommended to be completed since the development area was accounted for with previous traffic analysis. The extension of Clover Ridge Drive in this area was completed in 2008 and is designated as a local City collector road designed to manage higher traffic volumes to support neighborhood development. Previous area development approvals involved traffic analyses for the planning and design extension of Clover Ridge Drive. Further, the realignment of Pioneer Trail which serves as an artery to the County transportation system included traffic projections that considered the broader development planned in the Clover Ridge neighborhood area for access consideration to the highway. It will be important that with the development construction access utilize the regional county highway system to access the development via Pioneer Trail with the proper signs to limit construction traffic through the neighborhood streets.

MC



## **NARRATIVE: Pioneer Vista Townhome Community**

U.S. Home Corp, dba Lennar, is pleased to submit this Preliminary Plat and Rezoning request for City review of the proposed townhome community at Pioneer Trail and Clover Ridge Drive.

### **Developer/Builder**

Lennar (Josh Metzger)  
[Josh.Metzer@Lennar.com](mailto:Josh.Metzer@Lennar.com)  
952-249-3068

### **Owner Representative**

Chaska Investment Limited Partnership  
[mbenson@wallingfordproperties.net](mailto:mbenson@wallingfordproperties.net)  
952-835-4111 x 104

### **Lennar Core Values and Guiding Principles**

Our commitment to Quality, Value, and Integrity is the underlying foundation upon which Lennar was built, and these three fundamental principles still guide us in caring for our customers, associates, shareholders, and community.

- **Quality**: Lennar continually maximizes the quality of its building efforts. Not only do we harness our national purchasing power to increase quality building materials while lowering costs to deliver greater value, but we observe internal quality assurance programs and external third-party inspection processes to guarantee the quality of every new home.
- **Value**: Lennar delivers unprecedented value through its industry-leading incentives. Our Everything's Included® approach gives buyers the new home features and finishes they want at the best possible value, while a personal myLennar account simplifies the homeownership experience with easy-to-access tools, resources, and rewards. Also, our family of companies can assist with mortgage, title, and insurance needs to ensure a smooth closing.
- **Integrity**: At Lennar, we are committed to doing the right thing for the right reason. We are dedicated to being an innovator in the industry, constantly focused on improving the quality of our homes and approaching each day with the highest level of integrity for our customers, associates, shareholders, trade partners, community, and environment.

### **Existing Conditions**

*(please see Existing Conditions exhibit)*

The subject property is located on the western edge of Chaska and is bounded by Pioneer Trail on the north, Clover Ridge Drive on the west and south, and the Twin Cities and Western Railroad on the southeast. The site is 16.9 gross acres in size, 13.2 of which are developable, and is currently vacant open space which is thinly wooded and is not being utilized for agricultural purposes. One wetland has been delineated on the site which is 3.64 acres in size. There are some significant grades on the property so grading will be required to balance the site in preparation for home construction and stormwater management.

### **Development Overview**

- **Homes**: The proposed Pioneer Vista community will consist of 54 row townhomes (4.1 units/acre) from our Liberty series. Infrastructure: The townhomes will ideally be served by public street and utilities.
- **Wetlands & Ponding**: The existing wetland is intended to remain undisturbed with appropriate buffers included with the development. A stormwater pond with filtration bench will be created on site for purposes of stormwater treatment. The wetland and stormwater pond will be platted in Outlot A which will be deeded to the City.
- **Landscaping**: Trees will be planted around the perimeter of the development and amongst the townhome buildings as well as trees being preserved, where possible, along the railroad corridor to

serve as a landscape buffer for new residents of Pioneer Vista and existing residents of neighboring developments.

- Amenity Area: We are proposing a community gathering space east of the cul-de-sac including a grilling area with tables, a fire pit with benches, and a trail extending from the end of the cul-de-sac to the ponding area.
- Homeowners Association: Lennar will form its own HOA which will cover community snow removal, landscaping/mowing, maintenance of building exteriors (siding, roofing), trash removal, recycling (if not included as a City service), and maintenance of community open space, grill area, and fire pit.
- Parking: Pioneer Court will be a public street with a curb-to-curb width of 32 feet. Most of Pioneer Court is single-loaded meaning there are driveways only on one side. Our site plan illustrates there is sufficient space for at least 27 on-street parking spaces.
- Developer/Builder: Lennar will act as both developer of the property and builder of the homes within Pioneer Vista.

### **Proposed Homes and Architecture**

*(please see exterior renderings, photos, and floorplans)*

The Liberty townhomes are a two-story building consisting of four to six units per building. The Liberty series offers five floorplans each with 3 bedrooms, 2-3 bathrooms, front-loaded 2-car garage, and include a basement with option to finish. Each townhome unit will come furnished with some form of outdoor space. Walkout and Lookout units typically include an 8'x14' deck. Full basement and Slab-on-grade units include an 8'x8' patio. These townhomes have also been built, or are being built, in Lakeville, Rosemount, Woodbury, and Maple Grove.

- **2-Story Liberty Townhome (row-style basement townhome)**

|                           |                                                     |
|---------------------------|-----------------------------------------------------|
| <u>Total Units</u> :      | 54 (11 buildings, 4-6 units per building)           |
| <u>Base Price Range</u> : | **\$310,000 - \$320,000                             |
| <u>Square Footage</u> :   | 1,720 - 1,830 (3 bedrooms, 2-3 baths, 2-car garage) |
| <u>Bedroom</u> :          | 3 bedrooms                                          |
| <u>Bathrooms</u> :        | 2-3 bathrooms                                       |
| <u>Garage</u> :           | front-loaded two-car garage                         |

*\*\*Pricing is estimated and subject to change based on current market conditions at time of sales.*

Lennar homes include varying amounts of stone on front facades and siding materials consist of lap siding, shakes, or board and batten. Other architectural features available on selected facades include columns, gables, shutters, accentuated window trim and fascia, and decorative roof brackets and cornices. All Lennar townhome units are equipped with fire sprinklers. Architectural renderings of the townhomes are included with this submittal. Lennar's design team will carefully plan the color packages of each building to avoid monotony and to ensure a visually appealing streetscape.

### **Infrastructure**

Pioneer Vista is located adjacent to existing residential development. As a result, all infrastructure is readily available and adequately sized to handle additional development. No trunk infrastructure will need to be constructed to serve this development. Watermain, sanitary sewer, and storm sewer are available in Clover Ridge Drive at our proposed community entrance.

An existing culvert carries stormwater from the existing wetland on the subject property westward under Clover Ridge Drive to a larger wetland. Stormwater will be treated in a stormwater pond located on the southeast side of the community. Street and townhome drainage will be collected by storm sewer and discharged into the City storm sewer system or stormwater pond for treatment. The treated stormwater is then discharged into the

local the wetland complex. The development's stormwater system will be designed to meet City and County standards.

Access for the new neighborhood will be from Clover Ridge Drive approximately 400 feet south of Pioneer Trail. This will be the only access as we are proposing this as a cul-de-sac street. Clover Ridge Drive is designed to accommodate the daily traffic that will be generated by this new townhome community. As mentioned previously, the townhome community will be served by public street and utilities.

#### **Open Space and Community Amenity Area**

The Pioneer Vista community will be nearly 50% open space and wetlands. With 36 of the 54 homes backing directly up to the open space and wetlands the natural environment will be a strong aesthetic of the neighborhood. As mentioned above, there will be a community gathering space east of the cul-de-sac including a grilling area with tables, a fire pit with benches, flat-graded play area, and a trail extending from the end of the cul-de-sac to the ponding area. The regional trail system will be accessed via Clover Ridge Drive and Pioneer Trail. Our townhome communities attract a wide range of demographics, including first-time home buyers, young to middle-aged singles, small families, divorcees, and empty-nesters. Our open space and community amenities, as well as access to regional trails, will cater towards all of these demographics.

Lennar will not pursue a trail through the wetland as that would require impacts to the wetland which we are trying to avoid. There is also limited space to grade a 5-foot wide flat strip for a trail between the wetland, wetland buffer, stormwater pond, and railroad right-of-way. Placement of a trail in this area would require grading a flat area that would cause the ponding area to expand and our only option to expand the pond would be in the designated open space area where the fire pit and grill area are proposed. This would lead to the removal of more trees along the railroad corridor and a significant reduction in the proposed open space. This is why we are not showing a path around the stormwater pond.

#### **Viewsheds**

- Views from Pioneer Trail and Clover Ridge Drive: The Concept Plan was designed to create a landscape buffer along Pioneer Trail and the northerly portion of Clover Ridge Drive so the public streetscape view will mostly be that of trees, shrubs, and grasses. Those travelling northbound on Clover Ridge Drive will have views of the large open space and wetland area leading to views of landscaping at the rear perimeter of townhome buildings, as well as moderate views of the rear townhome elevations all of which will have a deck or porch. Due to the curvature of the internal private street of Pioneer Vista many of the townhome buildings are offset and angled from one another which creates visual variation and interest from the public view. Lennar's anti-monotony code will offer additional variation through the use of multiple color packages so each building will be unique from the next.
- Views from homes: As previously mentioned, 36 of the 54 homes have been intentionally angled to the open space, wetlands, and ponds so that will be their main focal point. Other homes will have views of landscape buffering and partial views of Pioneer Trail or Clover Ridge Drive and open space or neighborhoods beyond. With each home having a patio, deck, or porch these residents will have both indoor and outdoor viewsheds.

#### **Connectivity to Area Resources and Amenities**

The subject property's proximity to the following area resources and amenities are a major part of what we believe will make this a quality and successful community:

- Downtown Chaska;
- Chaska Town Course and Hazeltine National Golf Club;
- Eastern Carver County Schools;
- Chaska Community Park and access to Chaska's vast recreational trail network;

- Wide variety of retail and dining establishments;
- Two Twelve Medical Center.

### **Description of Requests**

Lennar is requesting a rezoning of the subject property from R-Rural to PRD-Planned Residence Development which will provide flexibility and creativity in the homesite configuration which will result in an efficient use of land through the preservation of existing wetlands and open space. The PRD zoning will also match that of surrounding neighborhoods.

The Chaska Comprehensive Plan guides the subject property both Medium Density Residential and Open Space. The portion of the property guided Medium Density Residential will be developed as townhomes. The portion guided Open Space will remain open space. Therefore, our proposed plan is in conformance with the Chaska Comprehensive Plan.

Land uses surrounding the subject property include:

- North – single-family homes (Bella Vista), townhomes, Chaska Town Course;
- South/Southeast – single-family and townhomes (Clover Field);
- South/Southwest – vacant land guided for high density residential;
- West – vacant land zoned and guided for low density residential.

### **Chaska Core Strategies**

The following is a summary of how Pioneer Vista contributes to and supports the City's core strategies.

#### ➤ Chaska's High Quality of Life is Enhanced

Pioneer Vista will offer existing Chaska residents, or those looking to live in Chaska, the opportunity to purchase a new home within the City, particularly first time home buyers and empty nesters. This new neighborhood will provide new homeowners with access to golf courses, retail and dining, medical facilities, regional transportation, a quality school, City parks and trail system, and proximity to downtown Chaska. The new neighborhood will also include a large preserved wetland and open space area with trails. This development will establish a homeowner's association which will facilitate and encourage the residents to maintain and strengthen their neighborhood.

#### ➤ Taxpayers Perceive they are Getting Cost-Effective Service

As an infill development, all infrastructure is in place to serve the new homes. The City will receive a significant amount of infrastructure impact fees and park dedication fees, of which little will be expended with this development. In addition, the new homes will generate tax revenue, a significant increase from the current vacant status of the property. This will aid the City in providing cost-effective services to Chaska residents.

#### ➤ Well-Planned and Orderly Community Development is a Priority

Development of this infill site is highly efficient and desirable from an infrastructure and orderly growth standpoint. It makes efficient use of the significant amount of public infrastructure immediately accessible in Clover Ridge Drive. The proposed townhome community with preserved open space is consistent with the Medium Density Residential and Open Space land use designations. The proximity of homes and the proposed amenity/gathering area will encourage and enhance community relations. And as mentioned, Lennar homes include quality materials including stone, vinyl, and LP in varying styles such as lap siding, shakes, and board and batten. The townhome buildings will be angled to create a pleasing coving effect and Lennar's anti-monotony code will offer additional variation through the use of multiple color packages.

#### ➤ A Sense of Community and Small Town Values are Maintained

Adding new residents to this location is ideal from the standpoint of the broader community. These new residents will strengthen and add vibrancy to the nearby golf courses, restaurants, retail establishments, schools, and City parks and trail system. Downtown businesses are also likely to benefit from the addition of a new community within Chaska. The Pioneer Vista neighborhood will also form its own sense of community at the neighborhood level with the use of the community amenity area, trails, open space, and participation within the Pioneer Vista homeowners association.

➤ A Commitment to Excellence

Excellence in Pioneer Vista will be evident in many ways:

- A concept plan that considers the wetlands, open space, landscape buffering on the property.
- Views of the neighborhood from the surrounding streets and within the neighborhood.
- Attractiveness of the homes.
- Quality of home construction.

**Schedule**

Land development work hopefully begin in Summer 2020 with construction on model homes beginning late Fall 2020. Ideally we would have a home ready for the Spring 2021 Parade of Homes. The overall project will likely be developed in one or two phases. Our grading and street/utility contractors will create their construction traffic plans which will be submitted to the City for review prior to grading and street/utility installation, respectively. In most cases we project sales at a rate of two homes per month. Therefore, based on the 54 homes the timeline for full occupancy would be approximately 24-30 months.

Lennar has a long standing history of building successful communities throughout the Twin Cities, including similar communities under development at Avonlea (Lakeville), Highlands of Falmoor Glen (Rosemount), Harvest Commons (Woodbury), and Rush Creek Commons (Maple Grove). We invite you to visit any of these communities and our website at <https://www.lennar.com/new-homes/minnesota/minneapolis-st-paul>. We look forward to working with the City of Chaska and thank the City for its support.

Regards,

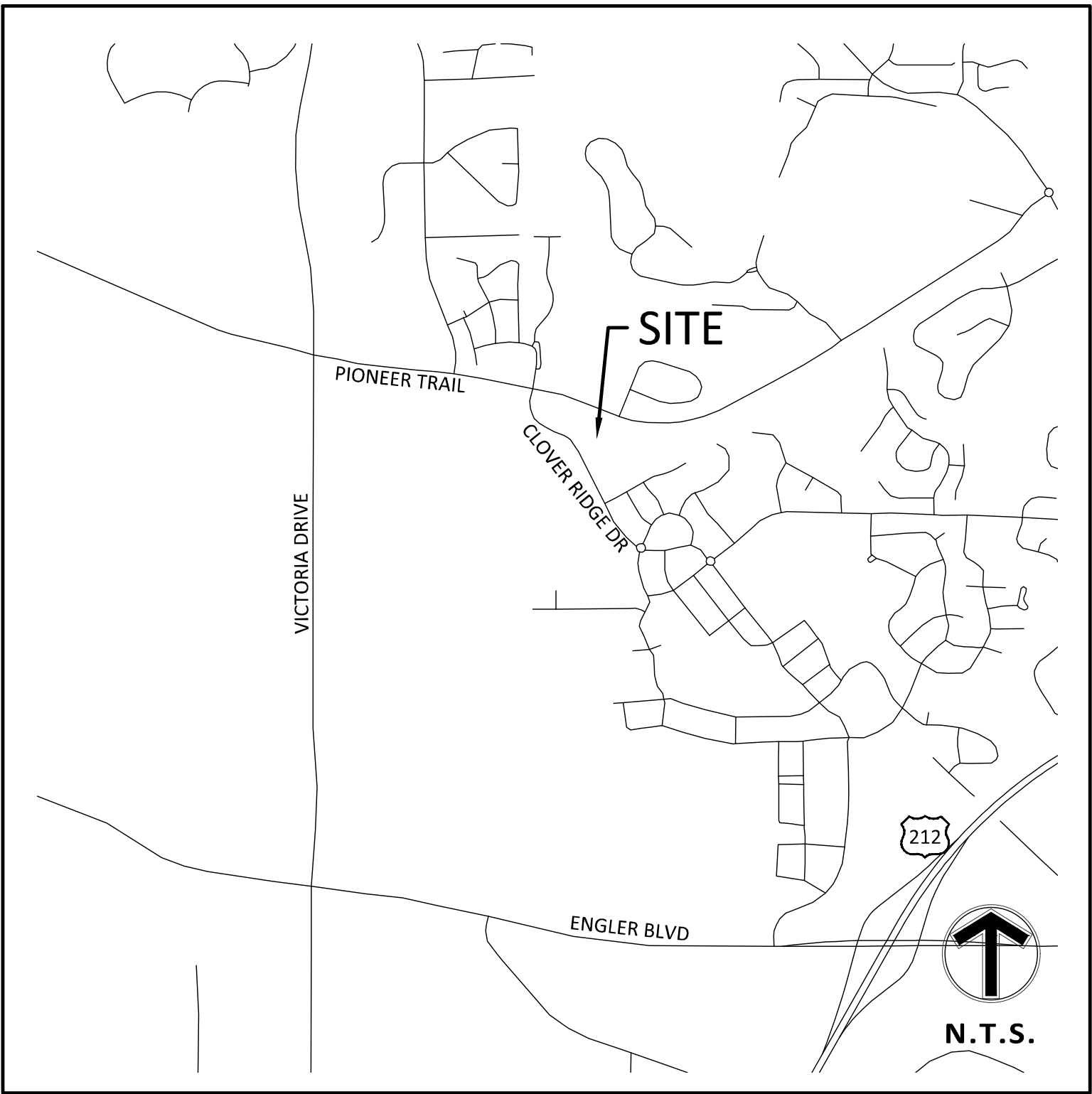
Josh Metzger  
Land Entitlement Manager  
Lennar Minnesota



Preliminary Site Development Plans

for  
Pioneer Vista  
Chaska, Minnesota

Presented by:  
Lennar



VICINITY MAP  
NO SCALE

CONSULTANT CONTACT LIST:

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EMAIL: JOSH.METZER@LENNAR.COM  
CONTACT: JOSH METZER

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EMAIL: ELUTH@SAMBATEK.COM  
CONTACT: ERIC LUTH

ARCHITECT  
COMPANY  
ADDRESS  
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CONTACT:

SURVEYOR  
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952-995-2000  
HVLOO@BRAUNINTERTEC.COM  
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TEL 763-476-6010  
WDELANEY@SAMBATEK.COM  
CONTACT: WILLIAM DELANEY

| SHEET INDEX |                                 |
|-------------|---------------------------------|
| SHEET       | DESCRIPTION                     |
| C1.01       | TITLE SHEET                     |
| C3.01       | OVERALL SITE-PRD PLAN           |
| C3.02       | SITE-PRD PLAN - WEST            |
| C3.03       | SITE-PRD PLAN - EAST            |
| C4.01       | OVERALL GRADING PLAN            |
| C4.02       | GRADING PLAN - WEST             |
| C4.03       | GRADING PLAN - EAST             |
| C5.01       | EROSION CONTROL PHASE I         |
| C5.02       | EROSION CONTROL PHASE II        |
| C5.03       | EROSION CONTROL NOTES & DETAILS |
| C6.01       | OVERALL UTILITY PLAN            |
| C6.02       | UTILITY PLAN - WEST             |
| C6.03       | UTILITY PLAN - EAST             |
| C7.01       | OVERALL STORM SEWER PLAN        |
| C7.02       | STORM SEWER PLAN - WEST         |
| C7.03       | STORM SEWER PLAN - EAST         |
| C8.01       | STREET PLAN - WEST              |
| C8.02       | STREET PLAN - EAST              |
| C8.03       | OVERLAY PLAN                    |
| C9.01       | DETAILS                         |
| C9.02       | DETAILS                         |
| C9.03       | DETAILS                         |
| L0.0        | TREE INVENTORY PLAN             |
| L0.01       | TREE PRESERVATION LIST          |
| L1.01       | OVERALL LANDSCAPING PLAN        |
| L1.02       | LANDSCAPING PLAN - WEST         |
| L1.03       | LANDSCAPING PLAN - EAST         |
| L1.04       | LANDSCAPE DETAILS AND NOTES     |

GOVERNING SPECIFICATIONS

CITY OF CHASKA SPECIFICATIONS (2019)  
CITY ENGINEER'S ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS (2013)  
MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (2018 EDITION)

Client



Project  
PIONEER VISTA

Location  
CHASKA, MN

Certification

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

Eric T. Luth  
Registration No. 50478    Date: 07/07/2020

If applicable, contact us for a wet signed copy of this plan which is available upon request at Sambatek's, Minnetonka, MN office.

Summary

Designed: JEB    Drawn: CIS  
Approved: ETL    Book / Page:  
Phase: PRELIM.    Initial Issue: 07/07/2020

| Revision History |                                 |
|------------------|---------------------------------|
| No.              | Date By    Submittal / Revision |
| 07/07/20         | CITY SUBMITTAL                  |
| 07/29/20         | CITY COMMENTS                   |

Sheet Title  
TITLE SHEET

Sheet No.    Revision  
C1.01

Project No.    22254



Client



Project  
PIONEER VISTA

Location  
CHASKA, MN

Certification

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

Eric T. Luth  
Registration No. 50478 Date: 07/07/2020  
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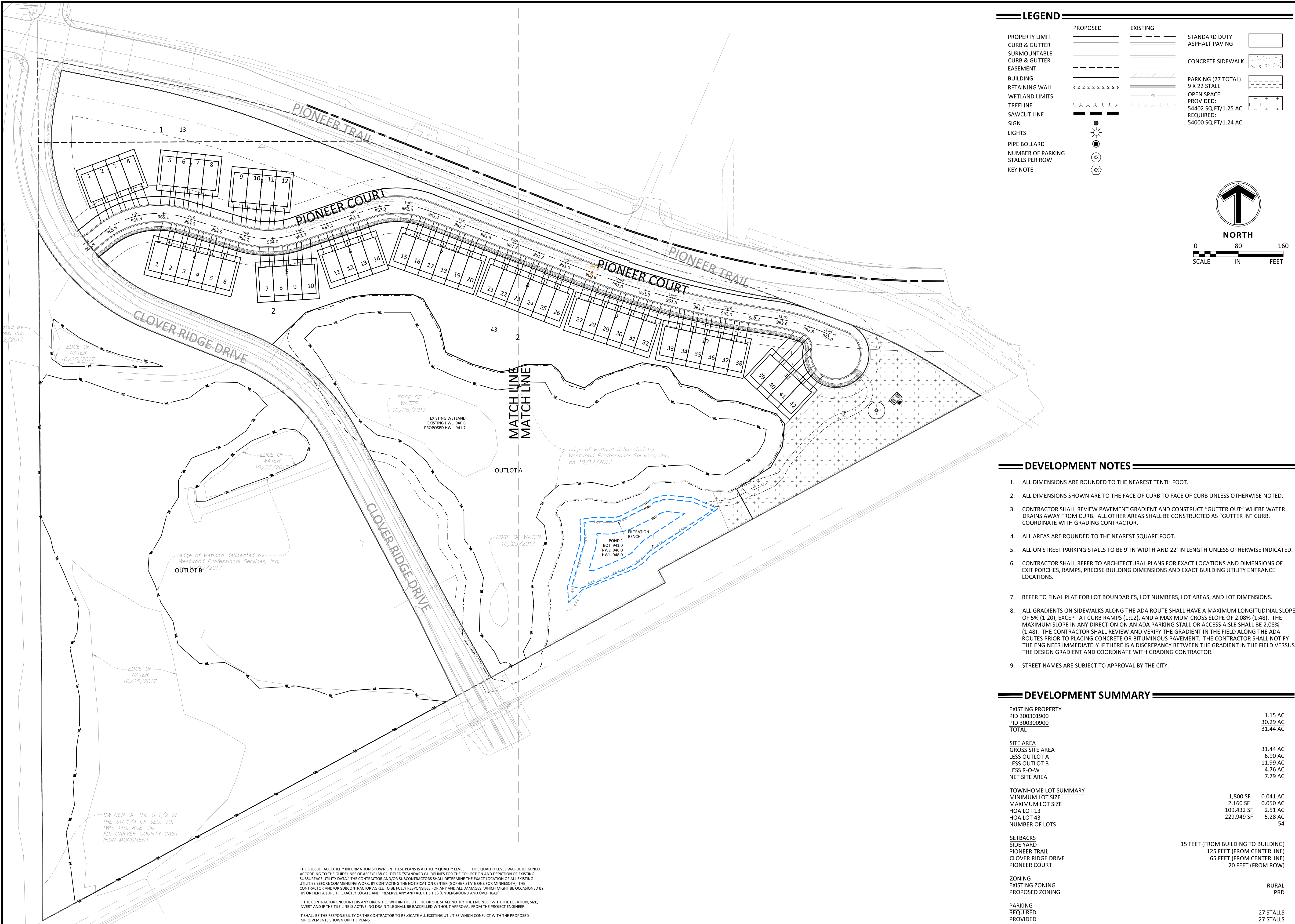
Revision History

| No.      | Date By | Submittal / Revision |
|----------|---------|----------------------|
| 07/07/20 |         | CITY SUBMITTAL       |
| 01/29/20 |         | CITY COMMENTS        |

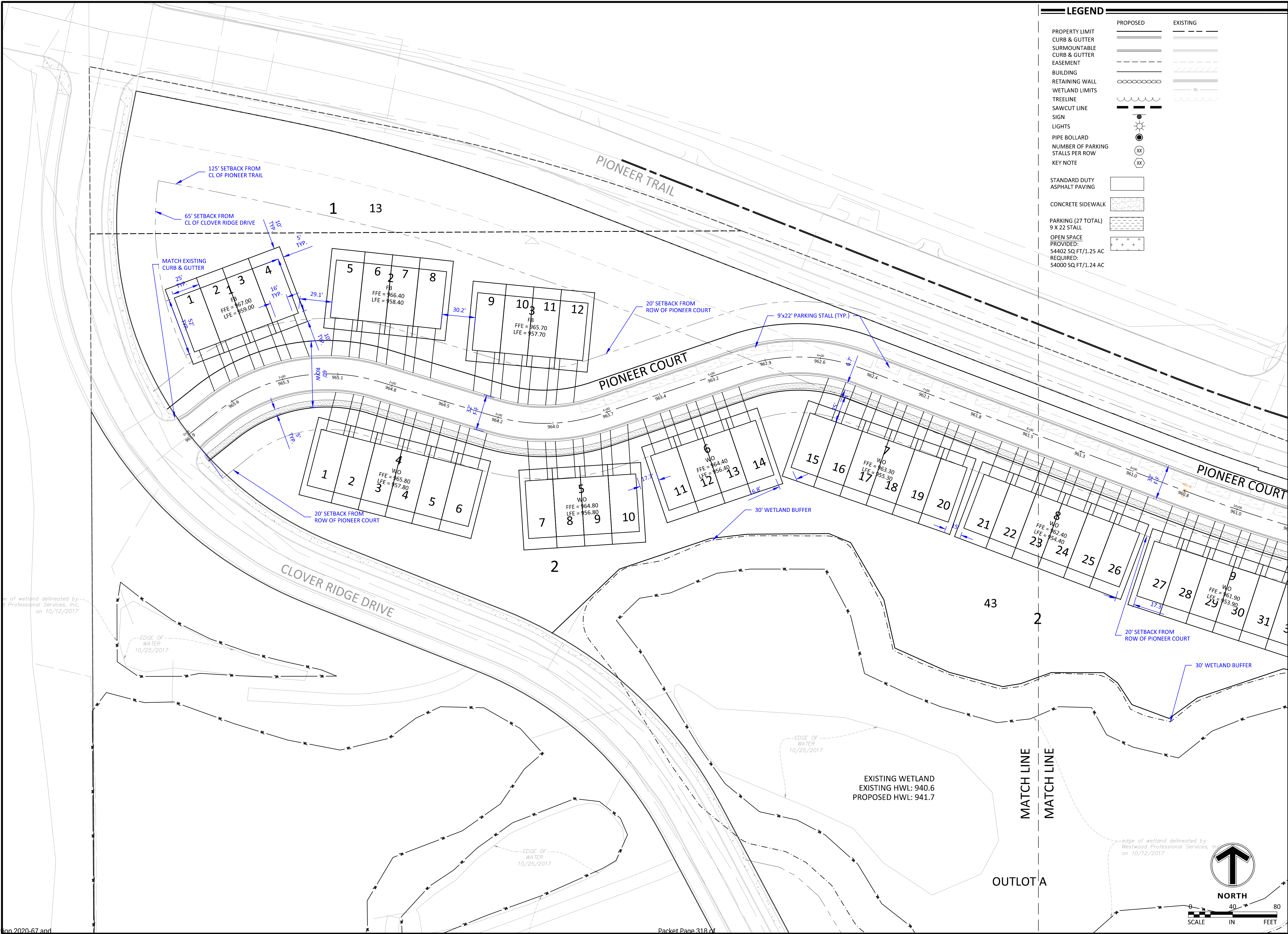
Sheet Title  
OVERALL  
SITE-PRD PLAN

Sheet No. Revision  
C3.01

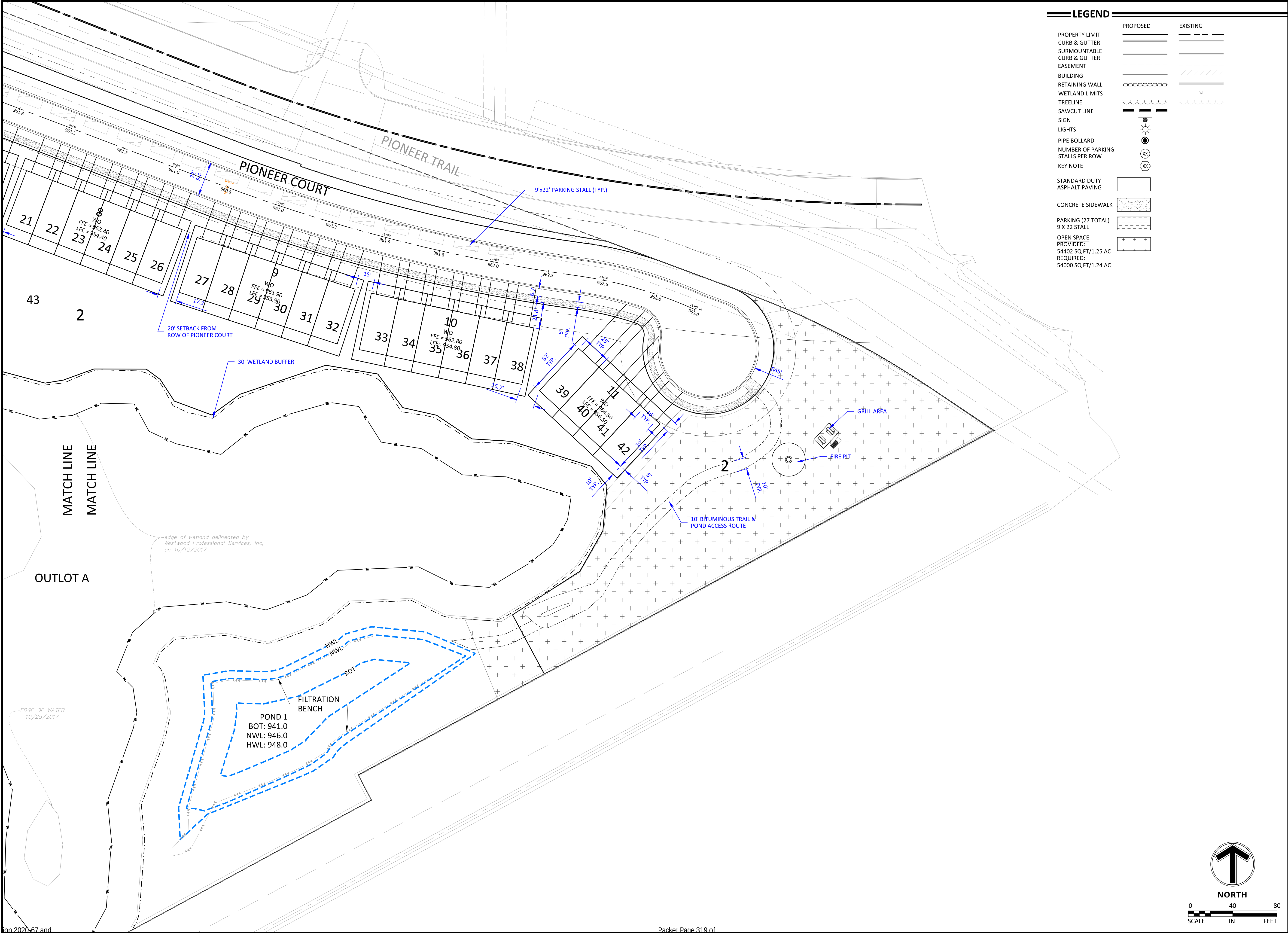
Project No. 22254











| LEGEND                           |          |
|----------------------------------|----------|
| PROPOSED                         | EXISTING |
| PROPERTY LIMIT                   |          |
| CURB & GUTTER                    |          |
| SURMOUNTABLE CURB & GUTTER       |          |
| EASEMENT                         |          |
| BUILDING                         |          |
| RETAINING WALL                   |          |
| WETLAND LIMITS                   |          |
| TREELINE                         |          |
| SAWCUT LINE                      |          |
| SIGN                             |          |
| LIGHTS                           |          |
| PIPE BOLLARD                     |          |
| NUMBER OF PARKING STALLS PER ROW |          |
| KEY NOTE                         |          |
| STANDARD DUTY ASPHALT PAVING     |          |
| CONCRETE SIDEWALK                |          |
| PARKING (27 TOTAL) 9 X 22 STALL  |          |
| OPEN SPACE                       |          |
| PROVIDED: 54402 SQ FT/1.25 AC    |          |
| REQUIRED: 54000 SQ FT/1.24 AC    |          |

**Sambatek**  
www.sambatek.com  
12800 Whitewater Drive, Suite 300  
Minnetonka, MN 55343  
763.476.6010 telephone  
763.476.8532 facsimile  
Engineering | Surveying | Planning | Environmental

**Client**  
**LENNAR**

**Project**  
**PIONEER VISTA**

**Location**  
**CHASKA, MN**

**Certification**  
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

Eric T. Luth  
Registration No. 50478 Date: 07/07/2020  
If applicable, contact us for a wet signed copy of this plan which is available upon request at Sambatek's, Minnetonka, MN office.

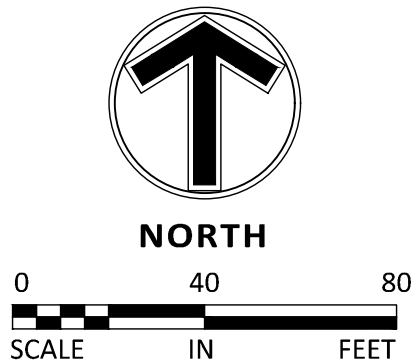
**Summary**  
Designed: JEB Drawn: CIS  
Approved: ETL Book / Page:  
Phase: PRELIM. Initial Issue: 07/07/2020

**Revision History**  
No. Date By Submittal / Revision  
07/07/20 CITY SUBMITTAL  
07/29/20 CITY COMMENTS

**Sheet Title**  
**SITE-PRD PLAN - EAST**

**Sheet No. Revision**  
**C3.03**

**Project No.** 22254





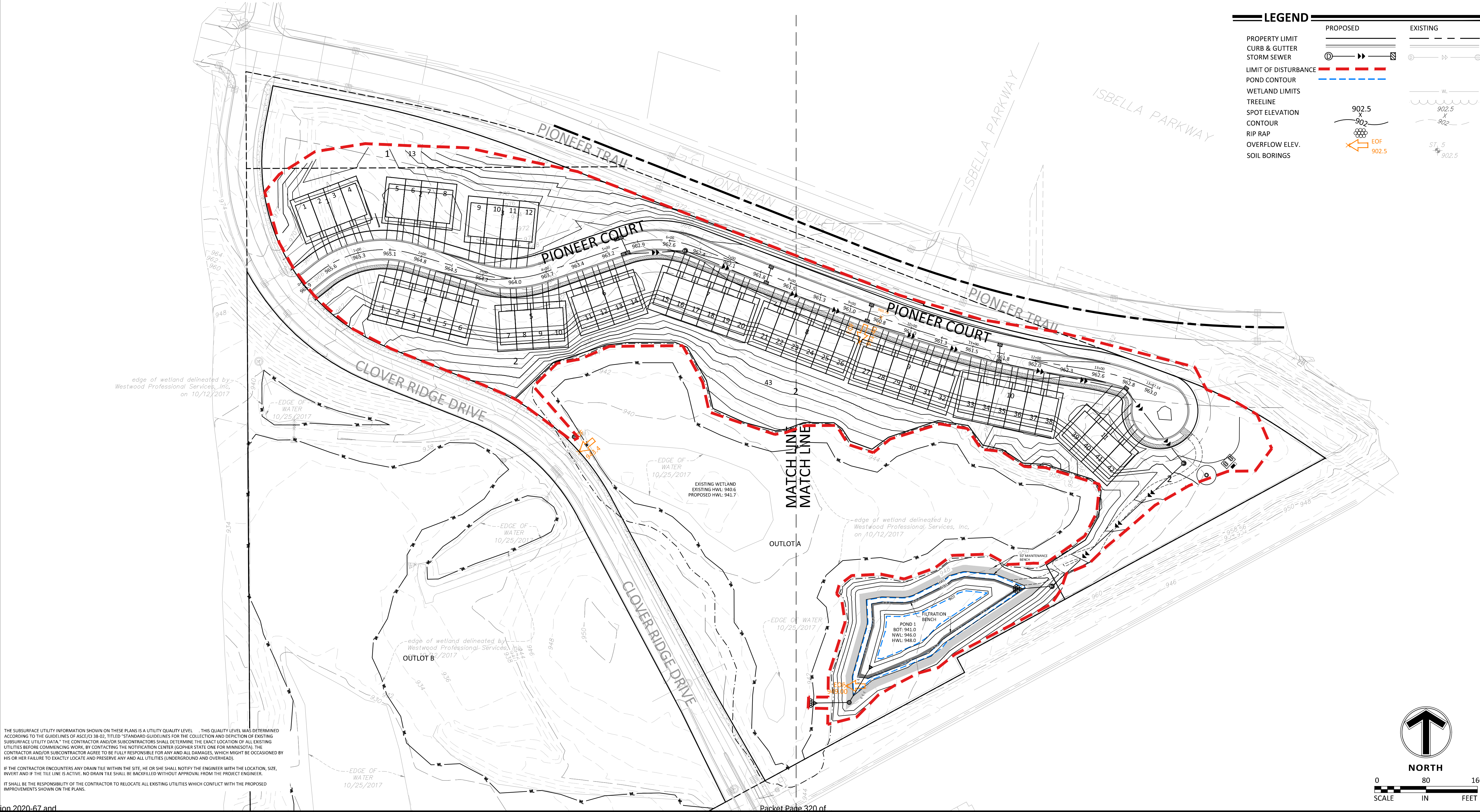
1. PROPOSED CONTOURS ARE TO FINISHED SURFACE ELEVATION. SPOT ELEVATIONS ALONG PROPOSED CURB DENOTE GUTTER GRADE.
2. CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB.
3. ALL GRADIENT ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE IN 2.00% (1:50). CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT. COORDINATE ALL WORK WITH PAVING CONTRACTOR.
4. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
5. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
6. CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.

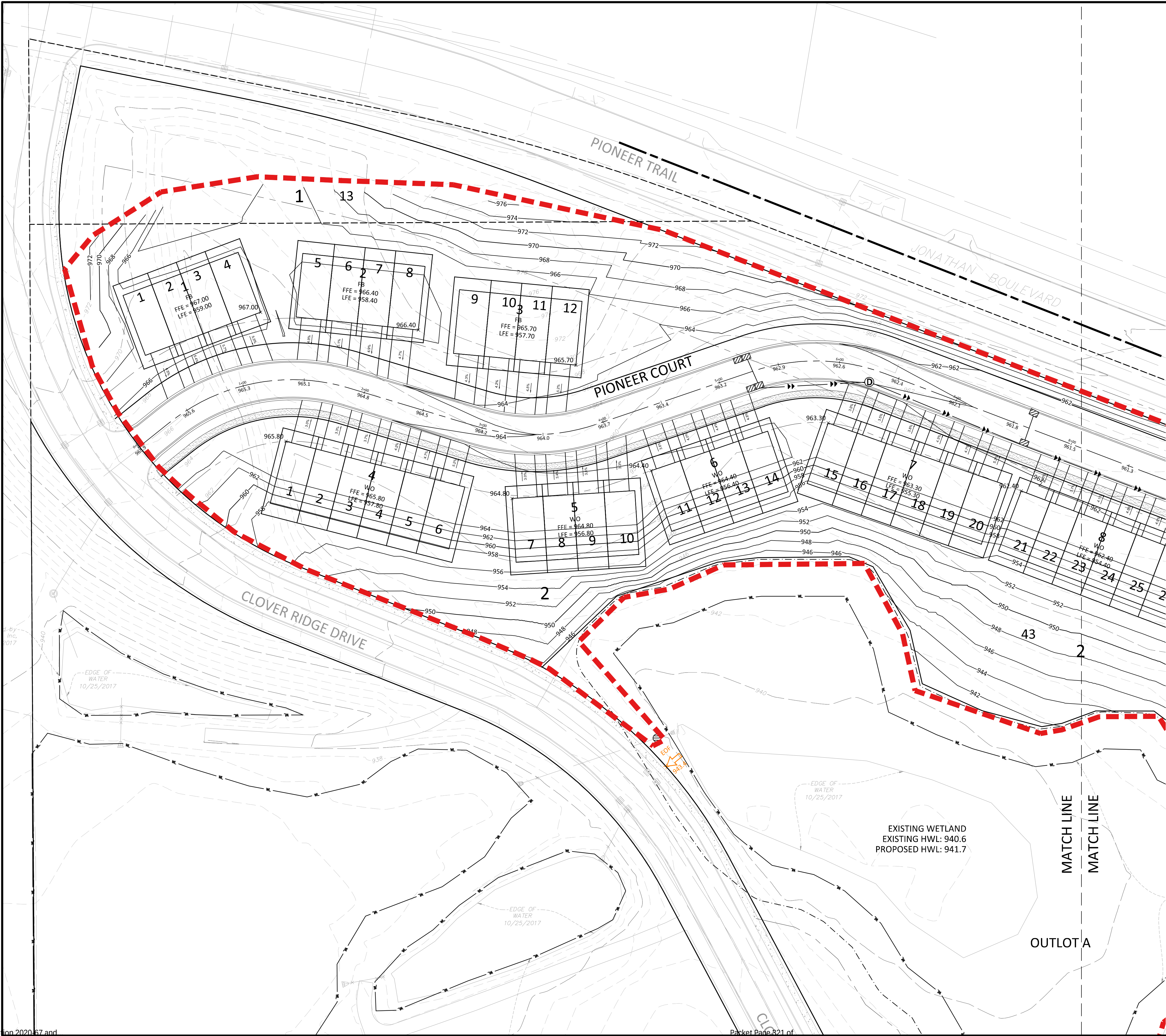
13. TRENCH BORROW CONSTRUCTION: IF FOLLOWED BY THE OWNER, CONTRACTOR SHALL COMPLETE "TRENCH BORROW" EXCAVATION IN AREAS DIRECTED BY THE ENGINEER IN ORDER TO OBTAIN STRUCTURAL MATERIAL. TREES SHALL NOT BE REMOVED OR DAMAGED AS A RESULT OF THE EXCAVATION, UNLESS APPROVED BY THE ENGINEER. THE EXCAVATION SHALL COMMENCE A MINIMUM OF 10 FEET FROM THE LIMB OF THE NEAREST ADJACENT TREE. EXCAVATION SHALL BE SHALLOW WITH A MINIMUM SLOPE OF 1:1 HORIZONTAL TO 1 FOOT VERTICAL (1:1) DOWNWARD AND OUTWARD FROM THE FINISHED SURFACE GRADE ELEVATION. THE TRENCH BORROW EXCAVATION SHALL BE BACKFILLED TO THE PROPOSED FINISHED GRADE ELEVATION, AND SHALL BE COMPACTED

15.D. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.

AN ADDITIONAL COURSE OF BLOCK MAY NEED TO BE ADDED TO THE FOUNDATION OR THE GRADING PLAN MANY NEED TO BE ADJUSTED ACCORDINGLY TO MEET THIS CODE REQUIREMENT.

[illegible]





LEGEND

PROPERTY LIMIT  
CURB & GUTTER  
STORM SEWER  
LIMIT OF DISTURBANCE  
POND CONTOUR  
WETLAND LIMITS  
TREELINE  
SPOT ELEVATION  
CONTOUR  
RIP RAP  
OVERFLOW ELEV.  
SOIL BORINGS

PROPOSED

EXISTING

902.5  
X  
902  
X  
EOE  
902.5

902.5  
X  
902  
X  
ST 5  
902.5



www.sambatek.com

12800 Whitewater Drive, Suite 300  
Minnetonka, MN 55343

763.476.6010 telephone  
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Engineering | Surveying | Planning | Environmental

Client

LENNAR

Project  
PIONEER VISTA

Location  
CHASKA, MN

Certification

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

Eric T. Luth  
Registration No. 50478 Date: 07/07/2020

If applicable, contact us for a wet signed copy of this plan which is available upon request at Sambatek's, Minnetonka, MN office.

Summary

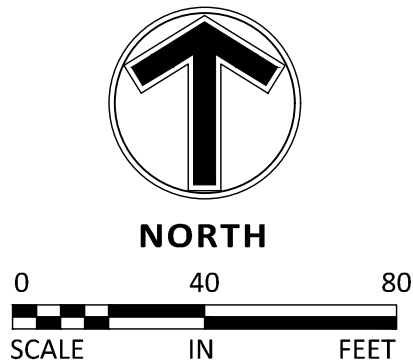
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|----------------|---------------------------|
| Designed: JEB  | Drawn: CIS                |
| Approved: ETL  | Book / Page:              |
| Phase: PRELIM. | Initial Issue: 07/07/2020 |

| Revision History |                              |
|------------------|------------------------------|
| No.              | Date By Submittal / Revision |
| 07/07/20         | CITY SUBMITTAL               |
| 07/29/20         | CITY COMMENTS                |

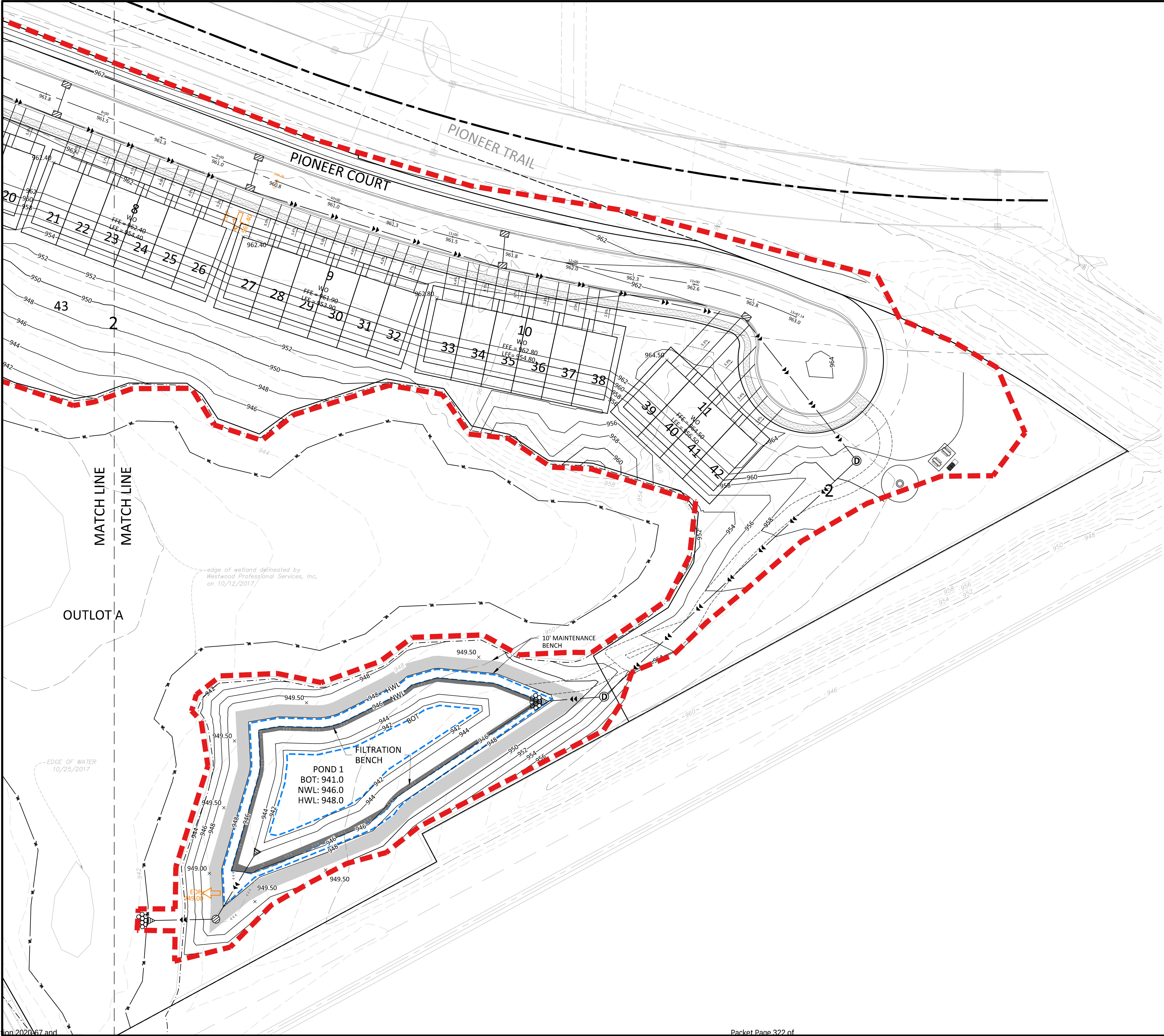
Sheet Title  
GRADING PLAN  
- WEST

Sheet No. Revision  
C4.02

Project No. 22254







LEGEND

PROPERTY LIMIT

CURB & GUTTER

STORM SEWER

LIMIT OF DISTURBANCE

POND CONTOUR

WETLAND LIMITS

TREELINE

SPOT ELEVATION

CONTOUR

RIP RAP

OVERFLOW ELEV.

SOIL BORINGS

PROPOSED

EXISTING

902.5

X

902

EO

902.5

ST. 5

X

902.5

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Summary

Designed: JEB

Approved: ETL

Phase: PRELIM.

Drawn: CIS

Book / Page:

Initial Issue: 07/07/2020

| Revision History |                |
|------------------|----------------|
| No.              | Date By        |
| 07/07/20         | CITY SUBMITTAL |
| 07/29/20         | CITY COMMENTS  |

Sheet Title

GRADING PLAN

- EAST

Sheet No. Revision

C4.03

Project No.

22254

NORTH

0

40

80

SCALE

IN

FEET

8.A. Adopt Resolution 2020-67 and

Jul 29, 2020 - 2:34pm - User: Cuyversson L:\PROJECTS\22254\CAD\Civil\Sheets\22254-C4 GRAD.dwg

Page 28 of 79

Packet Page 322 of



Client



Project  
**PIONEER VISTA**

Location  
**CHASKA, MN**

Certification

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Sheet Title  
**EROSION  
CONTROL  
PHASE I**

Sheet No. Revision  
**C5.01**

Project No. 22254

NOTE TO CONTRACTOR

THE EROSION CONTROL PLAN SHEETS ALONG WITH THE REST OF THE SWPPP MUST BE KEPT ONSITE UNTIL THE NOTICE OF TERMINATION IS FILED WITH THE MPCA. THE CONTRACTOR MUST UPDATE THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPs DESIGNED TO CORRECT PROBLEMS IDENTIFIED. AFTER FILING THE NOTICE OF TERMINATION, THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS, AND ALL REVISIONS TO IT MUST BE SUBMITTED TO THE OWNER, TO BE KEPT ON FILE IN ACCORDANCE WITH THE RECORD RETENTION REQUIREMENTS DESCRIBED IN THE SWPPP NARRATIVE.

EROSION CONTROL MATERIALS

| ITEM                  | UNIT        | QUANTITY |
|-----------------------|-------------|----------|
| SILT FENCE            | LINEAR FEET | 3,820    |
| CONSTRUCTION ENTRANCE | UNIT        | 1        |

\* REFER TO SHEET C5.03 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

LEGEND

|                                                                                           | PROPOSED | EXISTING |
|-------------------------------------------------------------------------------------------|----------|----------|
| CURB & GUTTER                                                                             |          |          |
| STORM SEWER                                                                               |          |          |
| DRAINTILE                                                                                 |          |          |
| CONTOUR                                                                                   |          |          |
| RIP RAP                                                                                   |          |          |
| OVERFLOW ELEV.                                                                            |          |          |
| SILT FENCE                                                                                |          |          |
| SILT DIKE                                                                                 |          |          |
| LIMITS OF DISTURBANCE                                                                     |          |          |
| SOIL BORINGS                                                                              |          |          |
| DIRECTION OF OVERLAND FLOW                                                                |          |          |
| TEMPORARY DIVERSION DITCH                                                                 |          |          |
| CHECK DAM                                                                                 |          |          |
| LIMITS OF DRAINAGE SUB-BASIN                                                              |          |          |
| TREE PROTECTION FENCE                                                                     |          |          |
| BIO-ROLL                                                                                  |          |          |
| INLET PROTECTION DEVICE 1                                                                 |          |          |
| INLET PROTECTION DEVICE 2                                                                 |          |          |
| INLET PROTECTION DEVICE 3                                                                 |          |          |
| TEMPORARY STONE CONSTRUCTION ENTRANCE                                                     |          |          |
| TEMPORARY SEDIMENT BASIN                                                                  |          |          |
| TEMPORARY STORAGE AND PARKING AREA                                                        |          |          |
| TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP) |          |          |



THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOMPH STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



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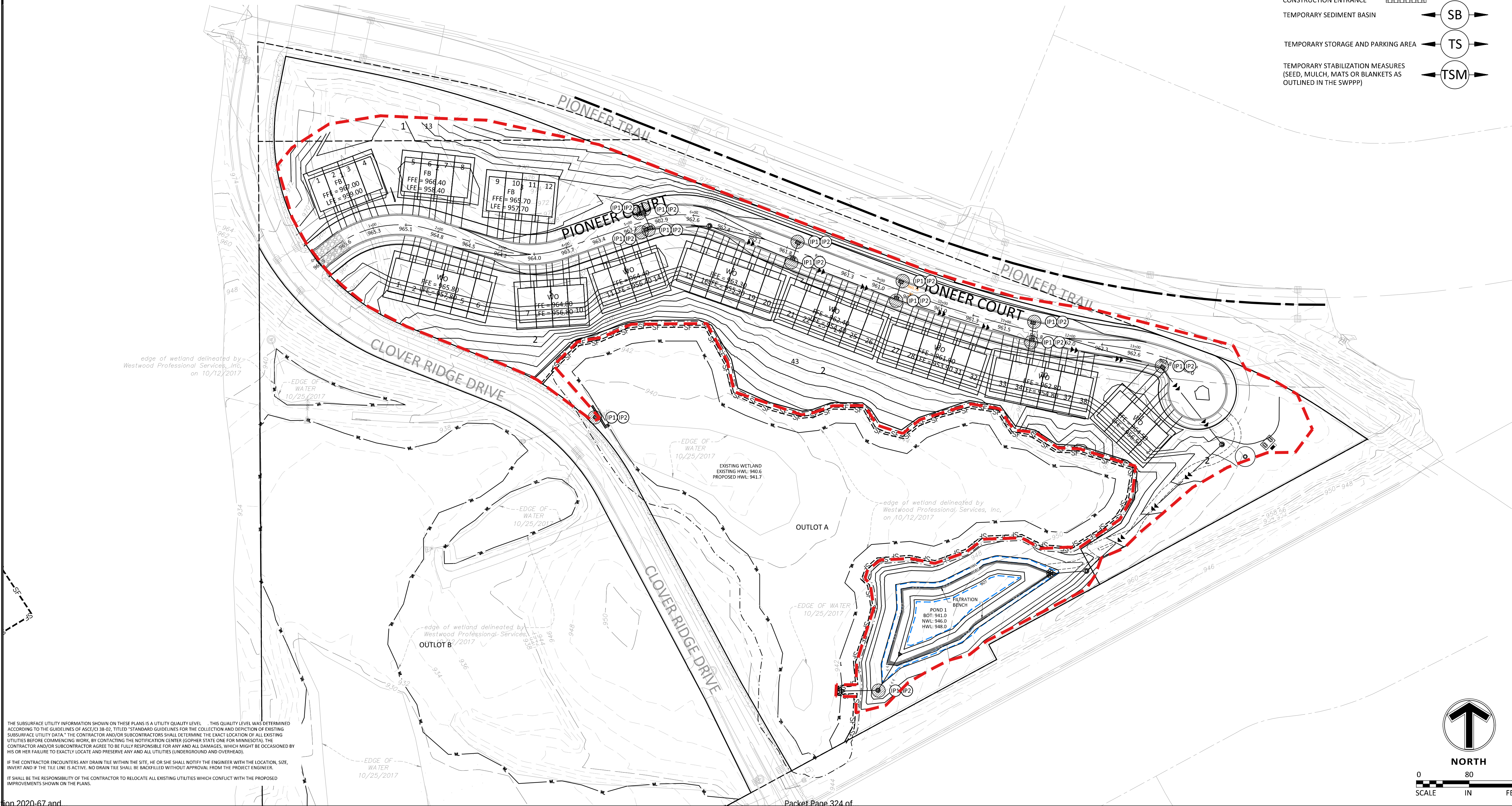
EROSION CONTROL MATERIALS  
QUANTITIES

| ITEM                           | UNIT        | QUANTITY |
|--------------------------------|-------------|----------|
| SILT FENCE                     | LINEAR FEET | 3,820    |
| CONSTRUCTION ENTRANCE          | UNIT        | 1        |
| INLET PROTECTION DEVICE (IP-1) | UNIT        | 13       |
| INLET PROTECTION DEVICE (IP-2) | UNIT        | 13       |

\* REFER TO SHEET C5.03 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

LEGEND

|                                                                                           | PROPOSED | EXISTING |
|-------------------------------------------------------------------------------------------|----------|----------|
| CURB & GUTTER                                                                             |          |          |
| STORM SEWER                                                                               |          |          |
| DRAINTILE                                                                                 |          |          |
| CONTOUR                                                                                   |          |          |
| RIP RAP                                                                                   |          |          |
| OVERFLOW ELEV.                                                                            |          |          |
| SILT FENCE                                                                                |          |          |
| SILT DIKE                                                                                 |          |          |
| LIMITS OF DISTURBANCE                                                                     |          |          |
| SOIL BORINGS                                                                              |          |          |
| DIRECTION OF OVERLAND FLOW                                                                |          |          |
| TEMPORARY DIVERSION DITCH                                                                 |          |          |
| CHECK DAM                                                                                 |          |          |
| LIMITS OF DRAINAGE SUB-BASIN                                                              |          |          |
| TREE PROTECTION FENCE                                                                     |          |          |
| BIO-ROLL                                                                                  |          |          |
| INLET PROTECTION DEVICE 1                                                                 |          |          |
| INLET PROTECTION DEVICE 2                                                                 |          |          |
| INLET PROTECTION DEVICE 3                                                                 |          |          |
| TEMPORARY STONE CONSTRUCTION ENTRANCE                                                     |          |          |
| TEMPORARY SEDIMENT BASIN                                                                  |          |          |
| TEMPORARY STORAGE AND PARKING AREA                                                        |          |          |
| TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP) |          |          |



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Client



Project  
PIONEER VISTA

Location  
CHASKA, MN

Certification

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Eric T. Luth  
Registration No. 50478 Date: 07/07/2020  
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Approved: ETL Book / Page:  
Phase: PRELIM. Initial Issue: 07/07/2020

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| No.      | Date By | Submittal / Revision |
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| 07/29/20 |         | CITY COMMENTS        |

Sheet Title  
EROSION  
CONTROL  
PHASE II

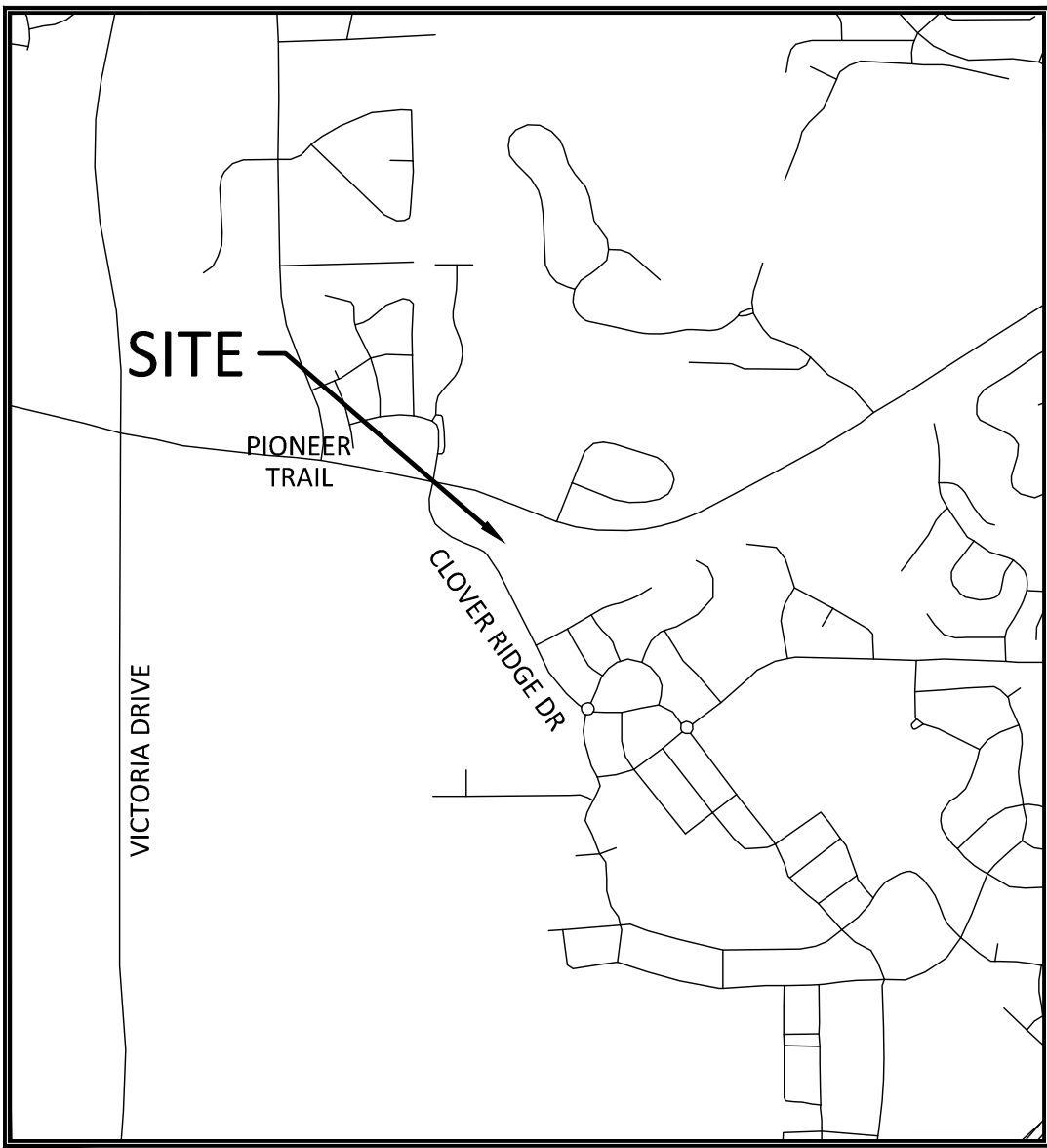
Sheet No. Revision

C5.02

Project No. 22254



EROSION & SEDIMENTATION CONTROL NOTES & DETAILS / "SITE MAP"



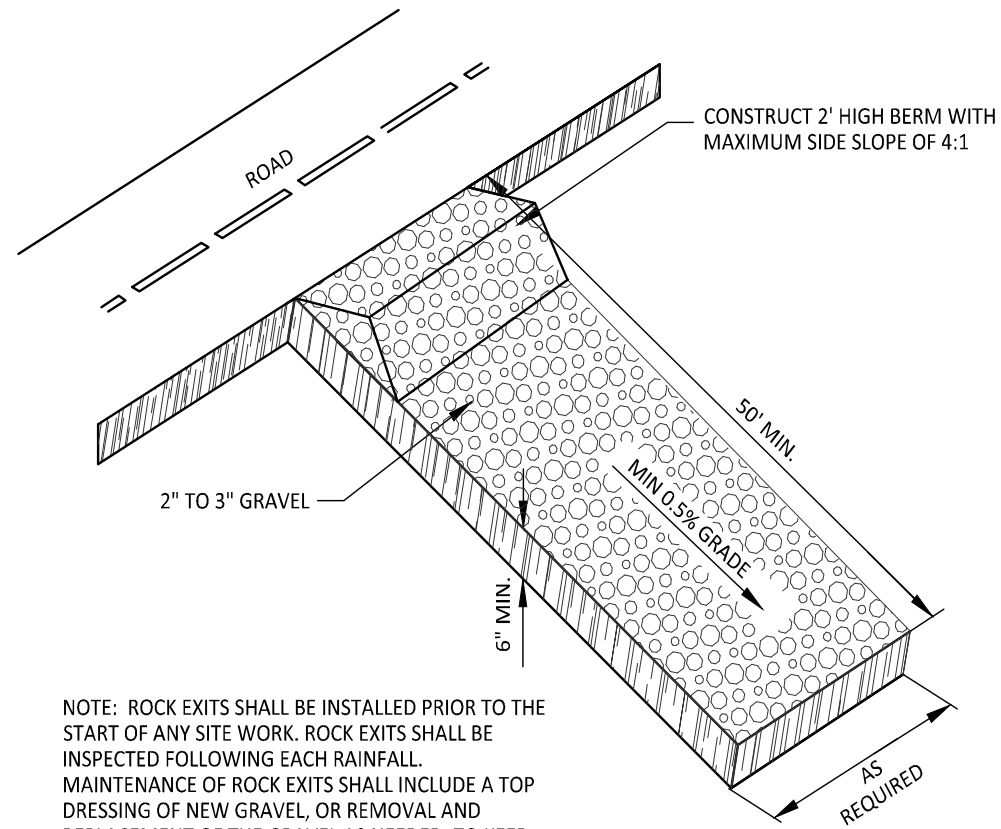
SITE LOCATION MAP

NOT TO SCALE



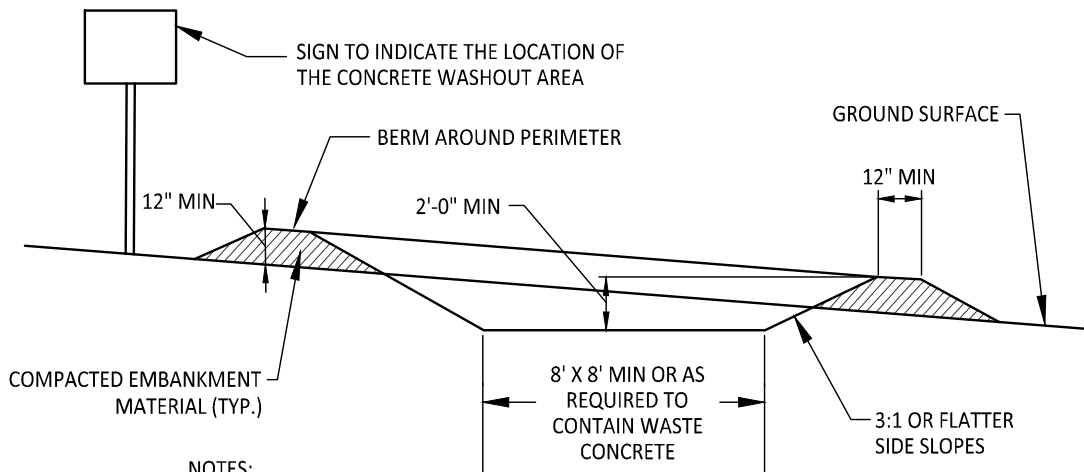
USGS MAP

NOT TO SCALE



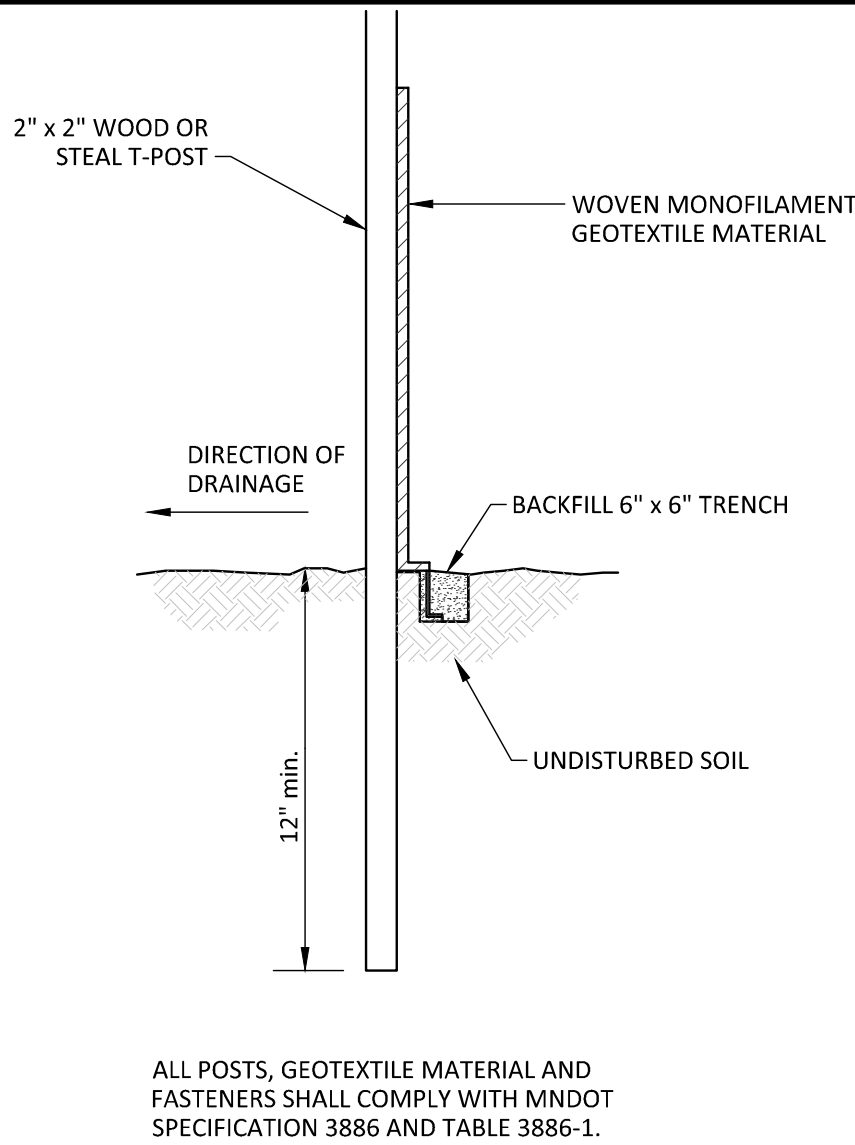
ROCK EXIT DRIVE

NOT TO SCALE



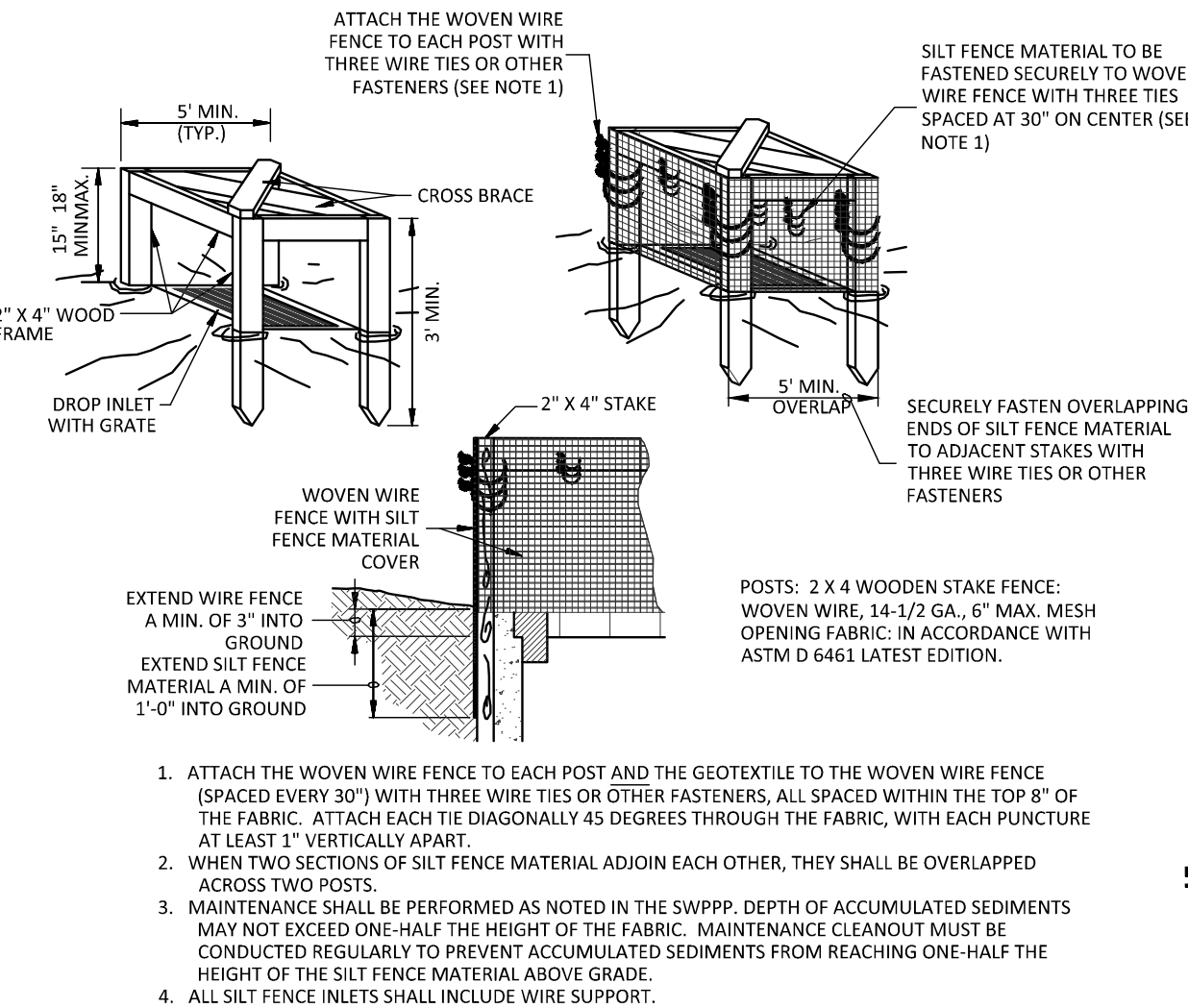
CONCRETE WASHOUT AREA

NOT TO SCALE



SILT FENCE

N.T.S.



SILT FENCE INLET PROTECTION (IP-1)

NOT TO SCALE

GENERAL EROSION NOTES:

- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME. WHERE A CONFLICT EXISTS BETWEEN LOCAL JURISDICTIONAL STANDARD SPECIFICATIONS AND SAMBATEK STANDARD SPECIFICATIONS, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
- THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPRISED OF THIS DRAWING (EROSION & SEDIMENTATION CONTROL PLAN-ESC PLAN), THE STANDARD DETAILS, THE PLAN NARRATIVE, AND ITS APPENDICES, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING & SUBMITTING THE APPLICATION FOR THE MPCA GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE SWPPP AND THE STATE OF MINNESOTA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT, ISSUED AUGUST 1, 2018) AND BECOME FAMILIAR WITH THE CONTENTS. THE SWPPP AND ALL OTHER RELATED DOCUMENTS MUST BE KEPT AT THE SITE DURING CONSTRUCTION.
- CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED BY THE SWPPP & PERMITS. CONTRACTOR SHALL OVERSEE THE INSPECTION & MAINTENANCE OF THE BMP'S AND EROSION PREVENTION FROM BEGINNING OF CONSTRUCTION UNTIL CONSTRUCTION IS COMPLETED, IS APPROVED BY ALL AUTHORITIES, AND THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE MPCA BY EITHER THE OWNER OR OPERATOR AS APPROVED ON PERMIT. ADDITIONAL BMP'S SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
- CONTRACTOR SHALL COMPLY WITH TRAINING REQUIREMENTS IN PART 21.1-21.3 OF THE GENERAL PERMIT.
- BMP'S AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- ESC PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
- CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THE ESC PLANS SHALL BE CLEARLY DELINEATED (E.G. WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) ON THE DEVELOPMENT SITE BEFORE WORK BEGINS. GROUND DISTURBING ACTIVITIES MUST NOT OCCUR OUTSIDE THE LIMITS OF DISTURBANCE.
- GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) MUST BE LIMITED TO A DEFINED AREA OF THE SITE AND SHALL BE CONTAINED AND PROPERLY TREATED OR DISPOSED. NO ENGINE DEGREASING IS ALLOWED ON SITE.
- ALL LIQUID AND SOLID WASTES GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. A COMPACTED CLAY LINER IS NOT ACCEPTABLE. THE LIQUID AND SOLID WASTES MUST NOT CONTACT THE GROUND, AND THERE MUST NOT BE RUNOFF FROM THE CONCRETE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES. SELF-CONTAINED CONCRETE WASHOUTS ON CONCRETE DELIVERY TRUCKS ARE ALLOWED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- SOLID WASTE: COLLECTED SEDIMENT, ASPHALT & CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION & DEMOLITION DEBRIS & OTHER WASTES MUST BE DISPOSED OF PROPERLY & MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
- HAZARDOUS MATERIALS: OIL, GASOLINE, PAINT & ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE & DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.
- ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE SWPPP, SHALL BE INITIATED AS SOON AS PRACTICABLE AND PRIOR TO SOIL DISTURBING ACTIVITIES UPSLOPE.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED SHALL BE TEMPORARILY SEEDED, WITHIN 7 DAYS OF INACTIVITY. SEEDING SHALL BE IN ACCORDANCE WITH MN/DOT SEED MIXTURE NUMBER 21-111 OR 21-112 DEPENDING ON THE SEASON OF PLANTING (SEE MN/DOT SPECIFICATION SECTION 2575.3) SEEDING METHOD AND APPLICATION RATE SHALL CONFORM TO MN/DOT SPECIFICATION SECTION 2575.3. TEMPORARY MULCH SHALL BE APPLIED IN ACCORDANCE WITH MN/DOT SPECIFICATION SECTION 2575.3F1 AND 2575.3G. ALTERNATIVELY, HYDRAULIC SOIL STABILIZER IN ACCORDANCE WITH MN/DOT SPECIFICATION SECTION 2575.3H MAY BE USED IN PLACE OF TEMPORARY MULCH.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED IN ACCORDANCE WITH THE TIME TABLE DESCRIBED ABOVE. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN FOR VEGETATIVE COVER.
- CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT FROM CONVEYANCES & FROM TEMPORARY SEDIMENTATION BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHED BACK INTO THE BASIN, CONVEYANCES, OR DRAINAGEWAYS DISCHARGING OFF-SITE OR TO SURFACE WATERS. THE CLEANOUT OF PERMANENT BASINS MUST BE SUFFICIENT TO RETURN THE BASIN TO DESIGN CAPACITY.
- ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BMP'S. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS & CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB & GUTTER SYSTEMS OR CONDUITS & DITCHES.
- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, CHECK DAMS, INLET PROTECTION DEVICES, ETC.) TO PREVENT EROSION.
- ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

MAINTENANCE NOTES:

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. THE DESIGNATED CONTACT PERSON NOTED ON THIS PLAN MUST ROUTINELY INSPECT THE CONSTRUCTION ON SITE ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

- ALL SILT FENCES MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE FENCE. THESE REPAIRS MUST BE MADE WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
- TEMPORARY AND PERMANENT SEDIMENTATION BASINS MUST BE DRAINED AND THE SEDIMENT REMOVED WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME. DRAINAGE AND REMOVAL MUST BE COMPLETED WITHIN 72 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS (SEE PART 10.1-10.5 OF THE GENERAL PERMIT).
- SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS, MUST BE INSPECTED FOR EVIDENCE OF SEDIMENT BEING DEPOSITED BY EROSION. CONTRACTOR MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGEWAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS, AND RE-STABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. THE REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. CONTRACTOR SHALL USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) CALENDAR DAYS OF OBTAINING ACCESS. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK.
- CONSTRUCTION SITE VEHICLE EXIT LOCATIONS MUST BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING ONTO PAVED SURFACES. TRACKED SEDIMENT MUST BE REMOVED FROM ALL OFF-SITE PAVED SURFACES, WITHIN 24 HOURS OF DISCOVERY, OR IF APPLICABLE, WITHIN A SHORTER TIME TO COMPLY WITH PART 9.11-9.12 OF THE GENERAL PERMIT.
- CONTRACTOR IS RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMP'S, AS WELL AS ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S, FOR THE DURATION OF THE CONSTRUCTION WORK AT THE SITE. THE PERMITTEE(S) ARE RESPONSIBLE UNTIL ANOTHER PERMITTEE HAS ASSUMED CONTROL (ACCORDING TO PART 3.1 TO 3.8 OF THE MPCA GENERAL PERMIT) OVER ALL AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED OR THE SITE HAS UNDERGONE FINAL STABILIZATION, AND A (N.O.T.) HAS BEEN SUBMITTED TO THE MPCA.
- IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A MANNER AND AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS (E.G., FUGITIVE SEDIMENT IN STREETS COULD BE WASHED INTO STORM SEWERS BY THE NEXT RAIN AND/OR POSE A SAFETY HAZARD TO USERS OF PUBLIC STREETS).
- ALL INFILTRATION AREAS MUST BE INSPECTED TO ENSURE THAT NO SEDIMENT FROM ONGOING CONSTRUCTION ACTIVITIES IS REACHING THE INFILTRATION AREA AND THESE AREAS ARE PROTECTED FROM COMPACTION DUE TO CONSTRUCTION EQUIPMENT DRIVING ACROSS THE INFILTRATION AREA.

AREA SUMMARY IN ACRES

|                                |           |
|--------------------------------|-----------|
| PAVEMENT AREA                  | 2.14 AC±  |
| BUILDING AREA                  | 1.61 AC±  |
| SEEDDED AREA                   | 13.07 AC± |
| TOTAL DISTURBED                | 16.82 AC± |
| PRE - CONSTRUCTION IMPERVIOUS  | 0.00 AC±  |
| POST - CONSTRUCTION IMPERVIOUS | 3.75 AC±  |

|                                           |
|-------------------------------------------|
| DEVELOPER/OWNER:<br>TBD                   |
| SITE OPERATOR / GENERAL CONTRACTOR<br>TBD |
| SUPERINTENDENT:<br>TBD                    |

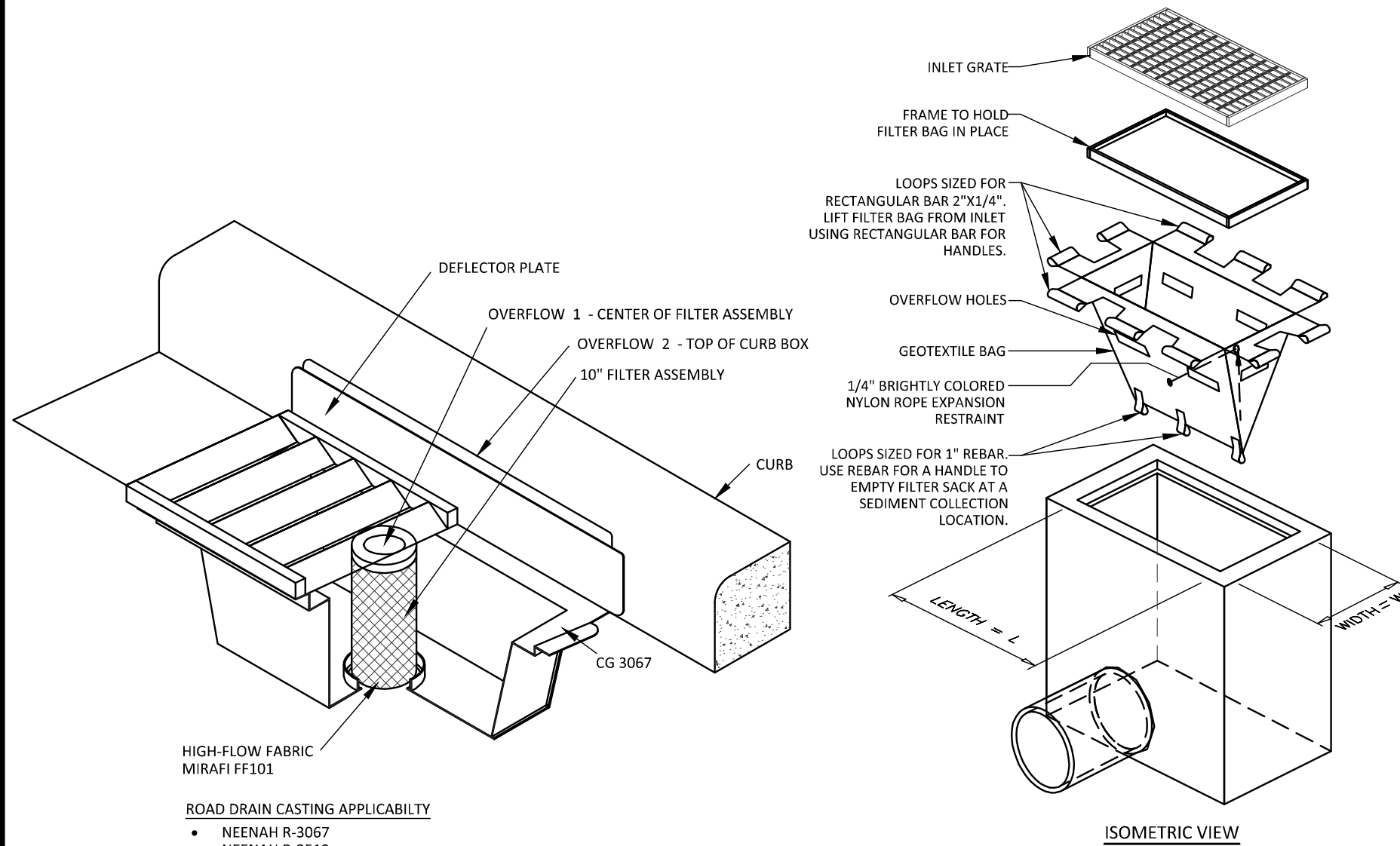
SEQUENCE OF CONSTRUCTION

PHASE I:

- INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCES.
- PREPARE TEMPORARY PARKING AND STORAGE AREA.
- CONSTRUCT THE SILT FENCES ON THE SITE.
- INSTALL INLET PROTECTION DEVICES ON EXISTING STORM STRUCTURES, AS SHOWN ON THE PLAN.
- CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS, AS REQUIRED.
- CLEAR AND GRUB THE SITE.
- BEGIN GRADING THE SITE.
- START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.

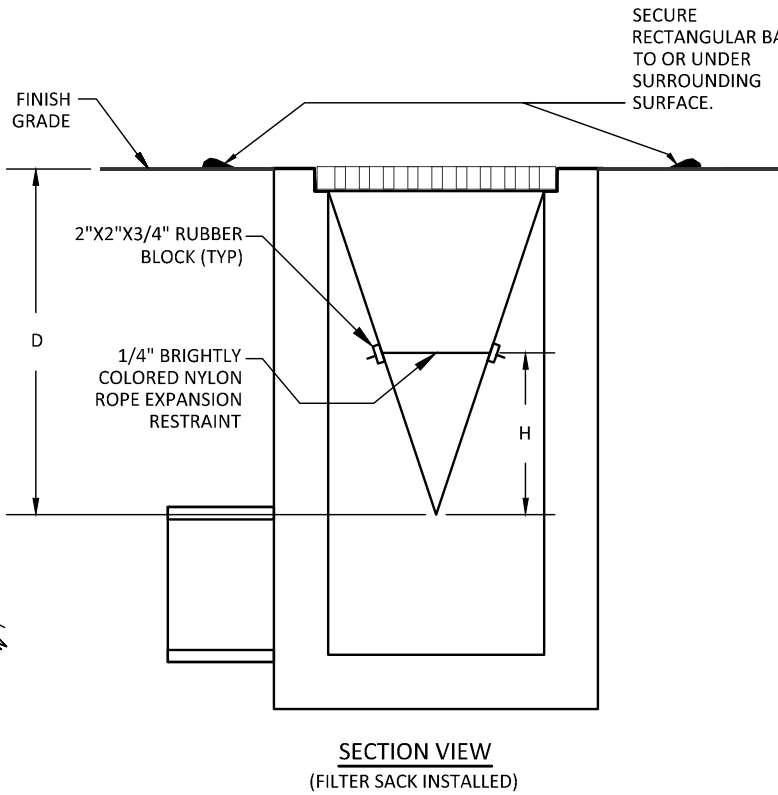
PHASE II:

- TEMPORARILY SEED DENUDEED AREAS.
- INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
- INSTALL RIP RAP AROUND OUTLET STRUCTURES.
- INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
- PREPARE SITE FOR PAVING.
- PAVE SITE.
- INSTALL INLET PROTECTION DEVICES.
- COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
- REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES UPON FINAL STABILIZATION OF THE SITE.



ROAD DRAIN INLET PROTECTION (IP-2)

NOT TO SCALE



INLET PROTECTION (IP-3)

N.T.S.

FOR USE ONLY IN PAVED AREAS WHERE SEDIMENT LOADS ARE EXPECTED TO BE VERY LOW. FILTER SACK MUST HAVE OVERFLOW HOLES TO PREVENT PONDING.



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763.476.6010 telephone  
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Engineering | Surveying | Planning | Environmental

Client



Project  
PIONEER VISTA

Location  
CHASKA, MN

Certification

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Eric T. Luth

Registration No. 50478 Date: 07/07/2020

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Summary

Designed: JEB Drawn: CIS  
Approved: ETL Book / Page:  
Phase: PRELIM Initial Issue: 07/07/2020

Revision History

| No.      | Date By        | Submittal / Revision |
|----------|----------------|----------------------|
| 07/07/20 | CITY SUBMITTAL |                      |
| 07/29/20 | CITY COMMENTS  |                      |

Sheet Title  
EROSION  
CONTROL  
NOTES &  
DETAILS

Sheet No. Revision

C5.03

Project No. 22254



UTILITY CONSTRUCTION NOTES

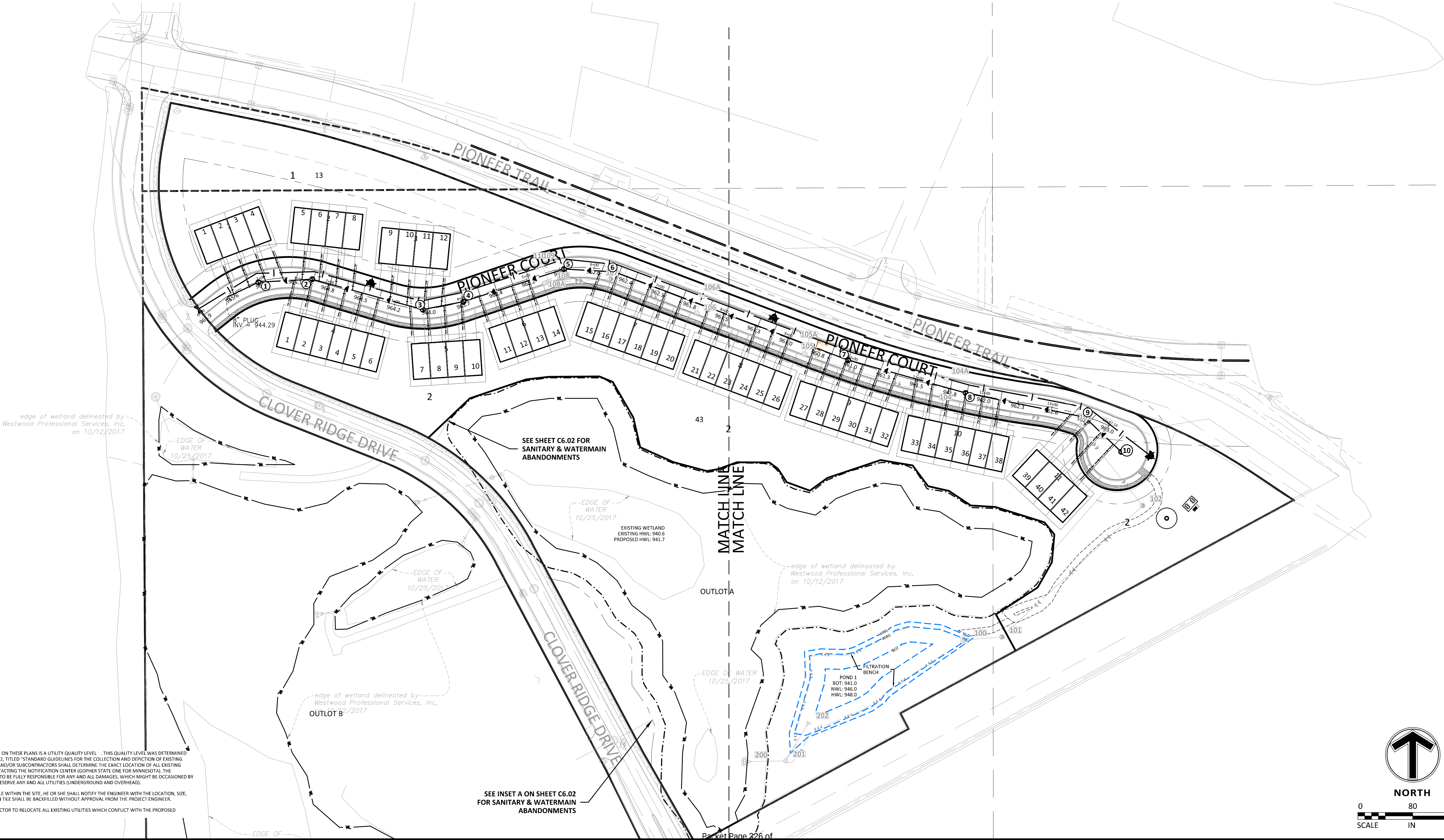
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    - ALL WATERMAIN TO HAVE 7.5-FEET OF COVER OVER TOP OF WATERMAIN.
    - PROVIDE THRUST BLOCKING AND MECHANICAL JOINT RESTRAINTS ON ALL WATERMAIN JOINTS PER CITY STANDARDS.
  - ALL STORM SEWER PIPE TO BE SMOOTH INTERIOR DUAL WALL HDPE PIPE WITH WATER TIGHT GASKETS, UNLESS NOTED OTHERWISE.
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  - ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
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- ADDRESS: \_\_\_\_\_
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LEGEND

|                        | PROPOSED | EXISTING |
|------------------------|----------|----------|
| CURB & GUTTER          |          |          |
| STORM SEWER            |          |          |
| SANITARY SEWER         |          |          |
| WATERMAIN              |          |          |
| SANITARY SEWER SERVICE |          |          |
| WATERMAIN SERVICE      |          |          |
| EASEMENT               |          |          |
| DRAINTILE              |          |          |
| GAS LINE               |          |          |
| ELECTRIC               |          |          |
| TELEPHONE              |          |          |
| LIMIT OF DISTURBANCE   |          |          |
| POND CONTOUR           |          |          |



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Engineering | Surveying | Planning | Environmental

Client



Project  
PIONEER VISTA

Location  
CHASKA, MN

**Certification**  
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Eric T. Luth  
Registration No. 50478 Date: 07/07/2020  
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**Summary**  
Designed: JEB Drawn: CIS  
Approved: ETL Book / Page:  
Phase: PRELIM. Initial Issue: 07/07/2020

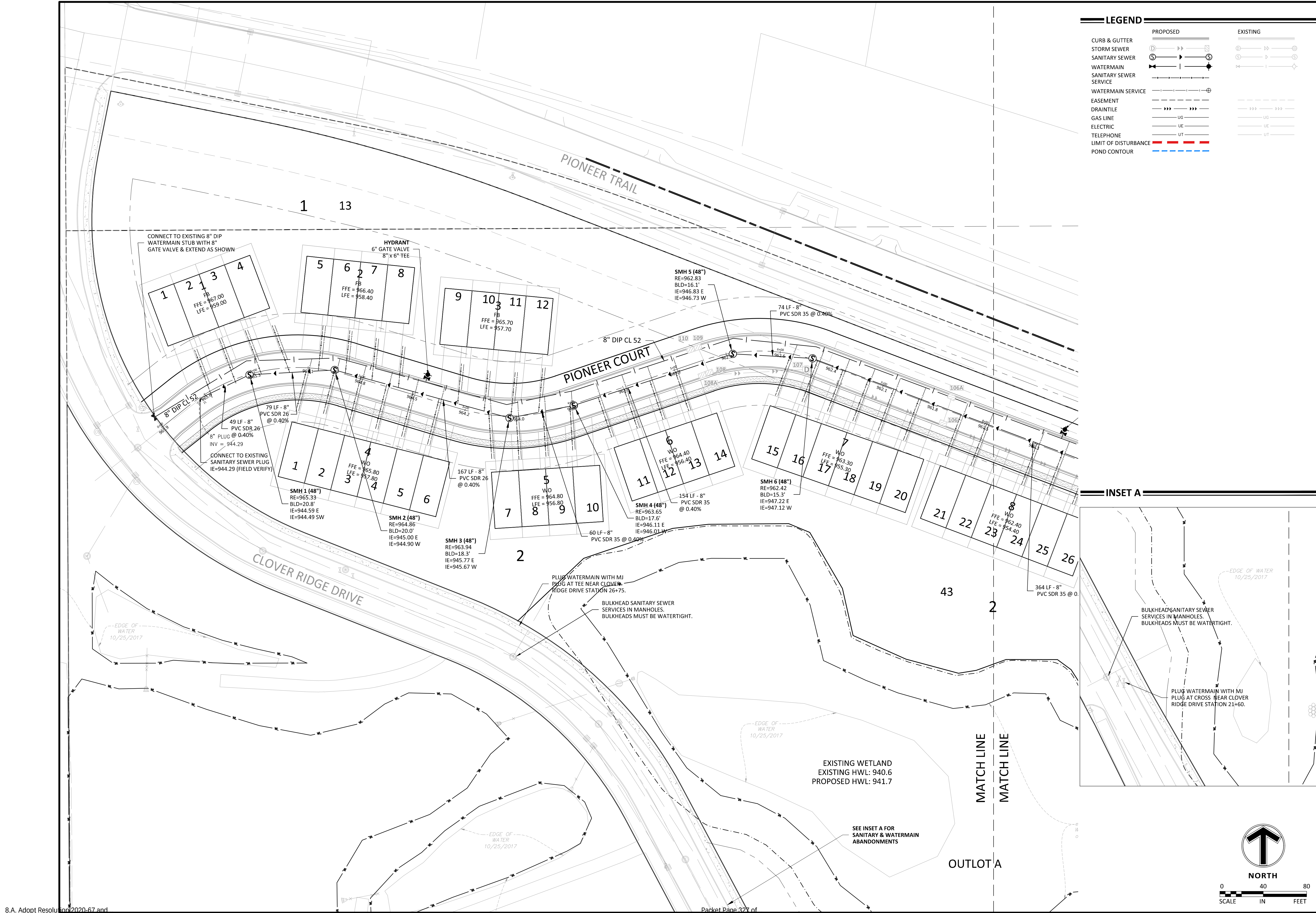
**Revision History**  
No. Date By Submittal / Revision  
07/07/20 CITY SUBMITTAL  
07/29/20 CITY COMMENTS

Sheet Title  
OVERALL  
UTILITY PLAN

Sheet No. Revision  
C6.01

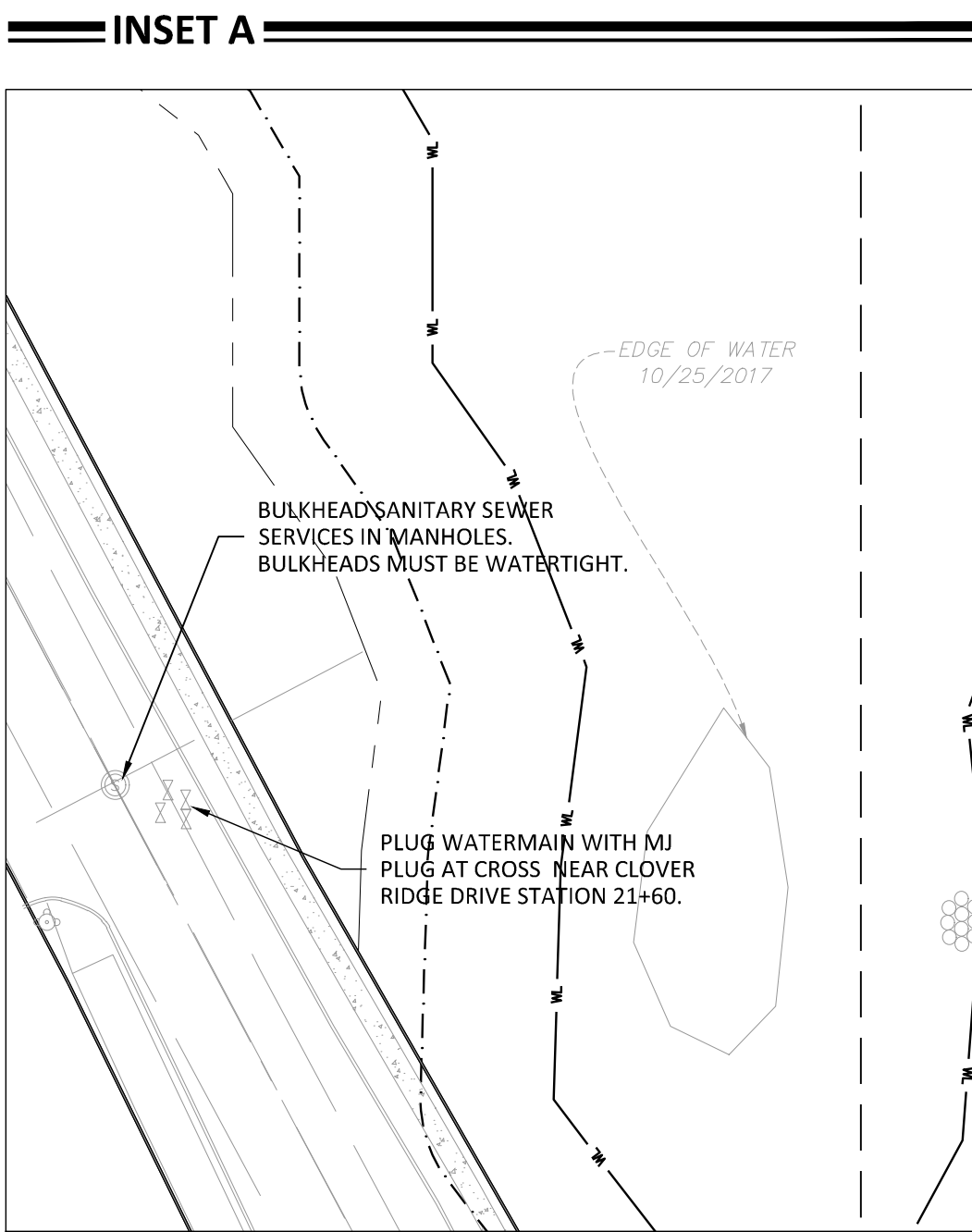
Project No. 22254





**LEGEND**

|                        | PROPOSED | EXISTING |
|------------------------|----------|----------|
| CURB & GUTTER          |          |          |
| STORM SEWER            |          |          |
| SANITARY SEWER         |          |          |
| WATERMAIN              |          |          |
| SANITARY SEWER SERVICE |          |          |
| WATERMAIN SERVICE      |          |          |
| EASEMENT               |          |          |
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**LENNAR**

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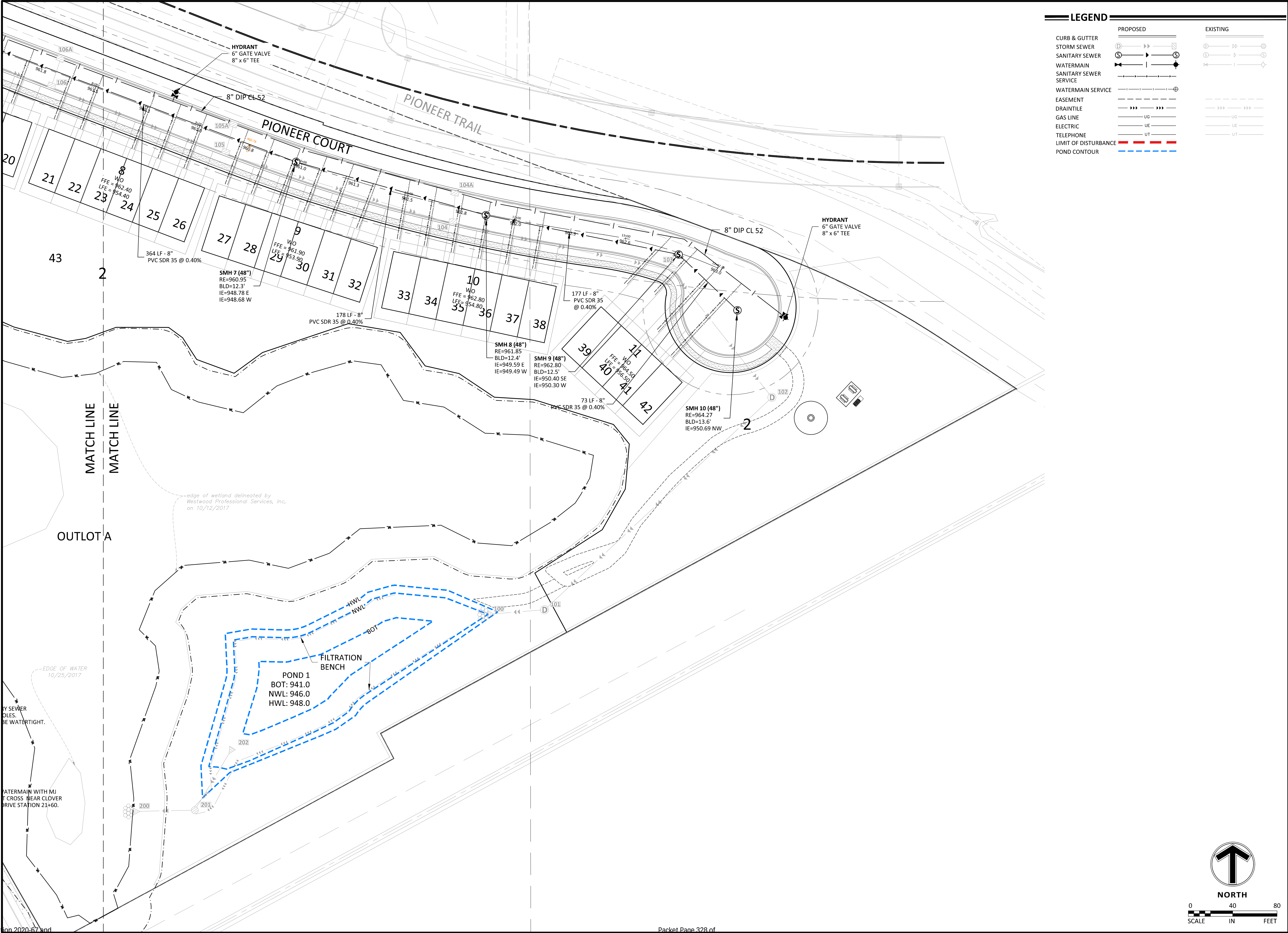
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Phase: PRELIM. Initial Issue: 07/07/2020

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|------------------|------------------------------|
| No.              | Date By Submittal / Revision |
| 07/07/20         | CITY SUBMITTAL               |
| 07/29/20         | CITY COMMENTS                |

**Sheet Title**  
**UTILITY PLAN - WEST**

**Sheet No. Revision**  
**C6.02**  
**Project No. 22254**







UTILITY CONSTRUCTION NOTES

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| POND CONTOUR           |          |          |



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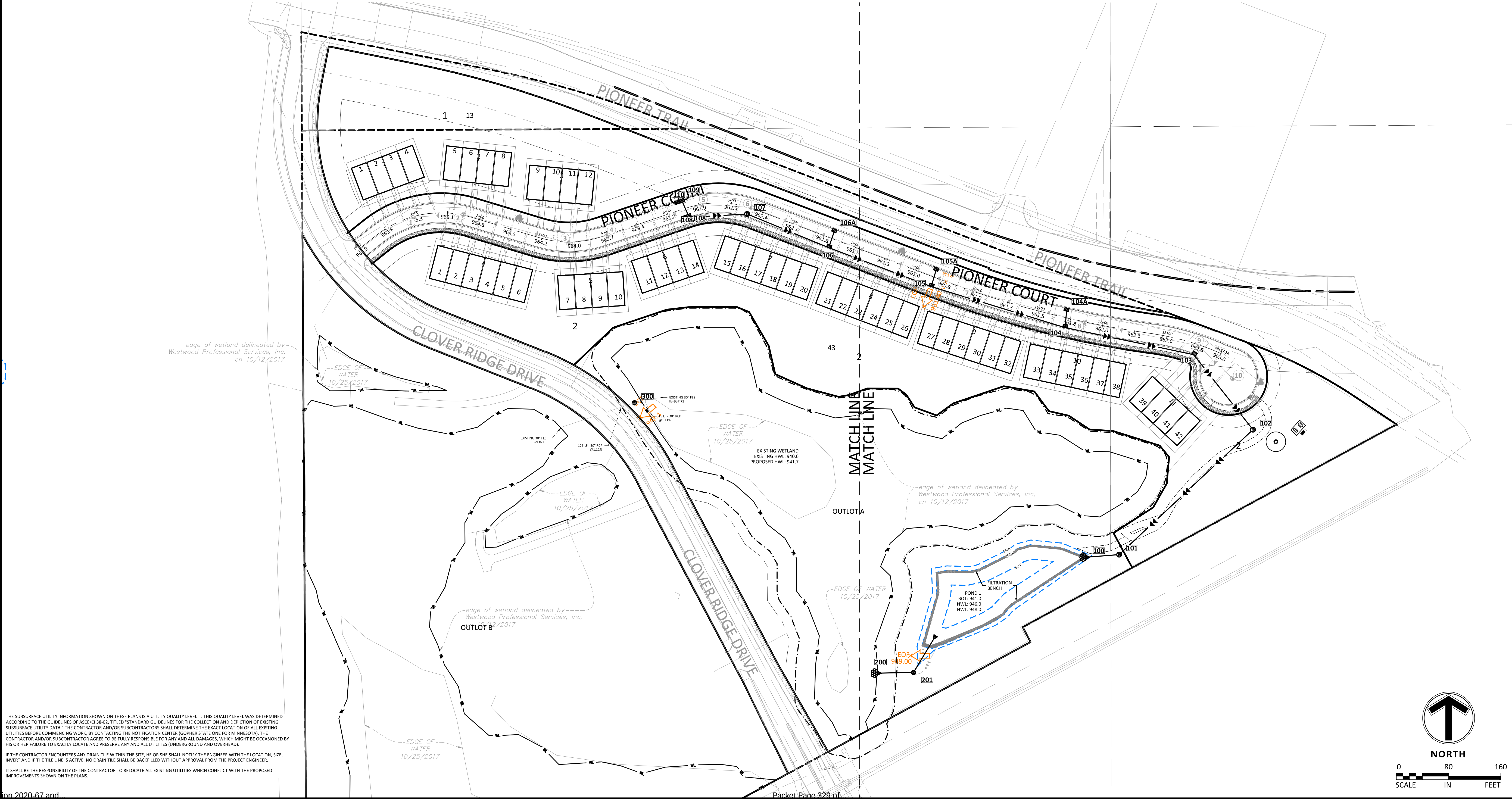
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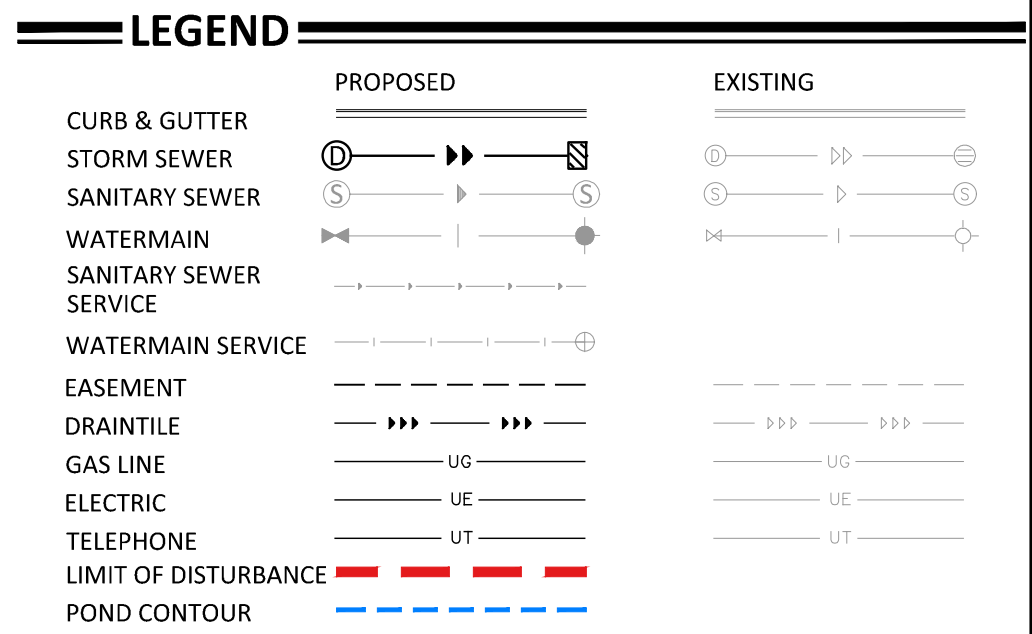
Sheet Title  
OVERALL  
STORM SEWER  
PLAN

Sheet No. Revision  
C7.01

Project No. 22254







| Structure Table |      |       |       |     |       |          |
|-----------------|------|-------|-------|-----|-------|----------|
| STR. #          | TYPE | DIA.  | RIM   | BLD | IE    | CASTING  |
| 100             | FES  | 30°Ø  | 947.5 |     |       |          |
| 101             | STMH | 48°Ø  | 954.2 | 7.7 | 946.5 | R-1642   |
| 102             | STMH | 48°Ø  | 961.3 | 7.6 | 953.7 | R-1642   |
| 103             | CBMH | 48°Ø  | 962.3 | 8.0 | 954.3 | R-3067V  |
| 104A            | CB   | 2'X3' | 961.1 | 4.0 | 957.1 | R-3067V  |
| 104             | CBMH | 48°Ø  | 961.1 | 6.1 | 955.1 | R-3067V  |
| 105             | CBMH | 48°Ø  | 960.2 | 4.3 | 955.9 | R-3067BV |
| 105A            | CB   | 2'X3' | 960.2 | 4.0 | 956.2 | R-3067BV |
| 106             | CBMH | 48°Ø  | 961.1 | 4.3 | 956.8 | R-3067V  |
| 106A            | CB   | 2'X3' | 961.1 | 4.0 | 957.1 | R-3067V  |
| 107             | STMH | 48°Ø  | 962.0 | 4.6 | 957.4 | R-1642   |
| 108             | CBMH | 2'X3' | 962.4 | 4.5 | 957.9 | R-3067V  |
| 108A            | CB   | ??°Ø  | 962.4 | 4.0 | 958.7 | R-3067V  |
| 109             | CBMH | 48°Ø  | 962.4 | 4.0 | 958.4 | R-3067V  |
| 110             | CB   | 2'X3' | 962.4 | 4.0 | 958.4 | R-3067V  |
| 200             | FES  | 24°Ø  | 947.0 |     |       |          |
| 201             | OCS  | 48°Ø  | 949.0 | 6.7 | 942.3 | R-3067V  |
| 202             | FES  | 24°Ø  | 947.2 | 2.7 | 944.5 |          |
| 300             | OCS  | 60°Ø  | 941.6 |     |       | R-3067V  |

**LENNAR®**

**Location**  
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Approved: ETL      Book / Page:  
Phase: PRELIM.      Initial Issue: 07/07/2020

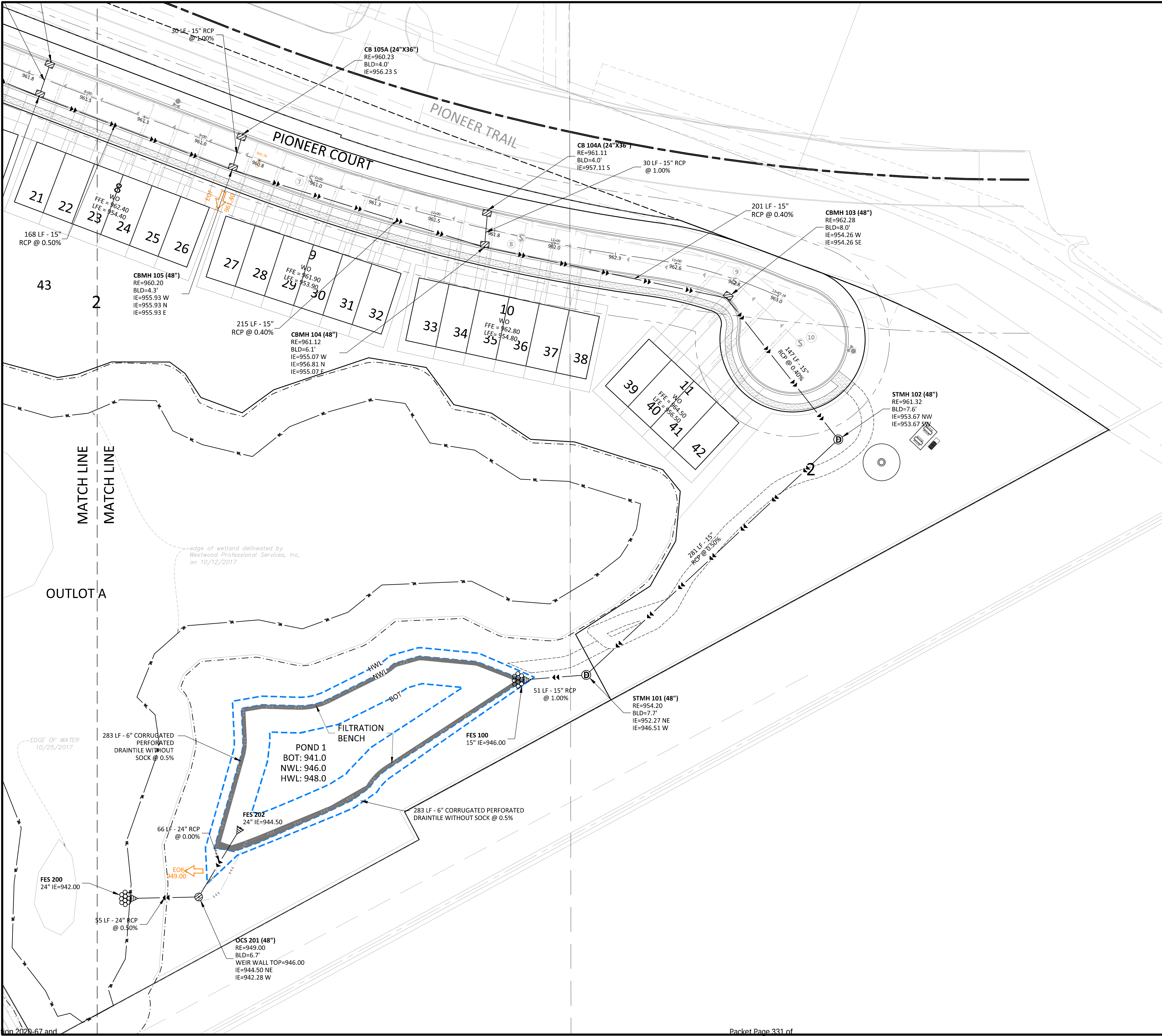
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|----------|---------|----------------------|
| 07/07/20 |         | CITY SUBMITTAL       |
| 07/29/20 |         | CITY COMMENTS        |

**Sheet Title**  
**STORM SEWER**  
**PLAN - WEST**

Sheet No. Revision  
**C7.02**

**Project No.** 22254





LEGEND

CURB & GUTTER

STORM SEWER

SANITARY SEWER

WATERMAIN

SANITARY SEWER SERVICE

WATERMAIN SERVICE

EASEMENT

DRAINTILE

GAS LINE

ELECTRIC

TELEPHONE

LIMIT OF DISTURBANCE

POND CONTOUR

PROPOSED

EXISTING

| Structure Table |      |       |       |     |       |          |
|-----------------|------|-------|-------|-----|-------|----------|
| STR. #          | TYPE | DIA.  | RIM   | BLD | IE    | CASTING  |
| 100             | FES  | 30"Ø  | 947.5 |     |       |          |
| 101             | STMH | 48"Ø  | 954.2 | 7.7 | 946.5 | R-1642   |
| 102             | STMH | 48"Ø  | 961.3 | 7.6 | 953.7 | R-1642   |
| 103             | CBMH | 48"Ø  | 962.3 | 8.0 | 954.3 | R-3067V  |
| 104A            | CB   | 2'X3' | 961.1 | 4.0 | 957.1 | R-3067V  |
| 104             | CBMH | 48"Ø  | 961.1 | 6.1 | 955.1 | R-3067V  |
| 105             | CBMH | 48"Ø  | 960.2 | 4.3 | 955.9 | R-3067BV |
| 105A            | CB   | 2'X3' | 960.2 | 4.0 | 956.2 | R-3067BV |
| 106             | CBMH | 48"Ø  | 961.1 | 4.3 | 956.8 | R-3067V  |
| 106A            | CB   | 2'X3' | 961.1 | 4.0 | 957.1 | R-3067V  |
| 107             | STMH | 48"Ø  | 962.0 | 4.6 | 957.4 | R-1642   |
| 108             | CBMH | 2'X3' | 962.4 | 4.5 | 957.9 | R-3067V  |
| 108A            | CB   | 7'7"Ø | 962.4 | 4.0 | 958.4 | R-3067V  |
| 109             | CBMH | 48"Ø  | 962.4 | 4.0 | 958.4 | R-3067V  |
| 110             | CB   | 2'X3' | 962.4 | 4.0 | 958.4 | R-3067V  |
| 200             | FES  | 24"Ø  | 947.0 |     |       |          |
| 201             | OCS  | 48"Ø  | 949.0 | 6.7 | 942.3 | R-3067V  |
| 202             | FES  | 24"Ø  | 947.2 | 2.7 | 944.5 |          |
| 300             | OCS  | 60"Ø  | 941.6 |     |       | R-3067V  |

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12800 Whitewater Drive, Suite 300

Minnetonka, MN 55343

763.476.6010 telephone

763.476.8532 facsimile

Engineering | Surveying | Planning | Environmental

Client

LENNAR

Project

PIONEER VISTA

Location

CHASKA, MN

Certification

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

Eric T. Luth

Registration No. 50478

Date: 07/07/2020

If applicable, contact us for a wet signed copy of this plan which is available upon request at Sambatek's, Minnetonka, MN office.

Summary

Designed: JEB

Drawn: CIS

Approved: ETL

Book / Page:

Phase: PRELIM.

Initial Issue: 07/07/2020

| Revision History |                | No. Date By |               | Submittal / Revision |  |
|------------------|----------------|-------------|---------------|----------------------|--|
| 07/07/20         | CITY SUBMITTAL | 01/29/20    | CITY COMMENTS |                      |  |

Sheet Title

STORM SEWER

PLAN - EAST

Sheet No. Revision

C7.03

Project No.

22254

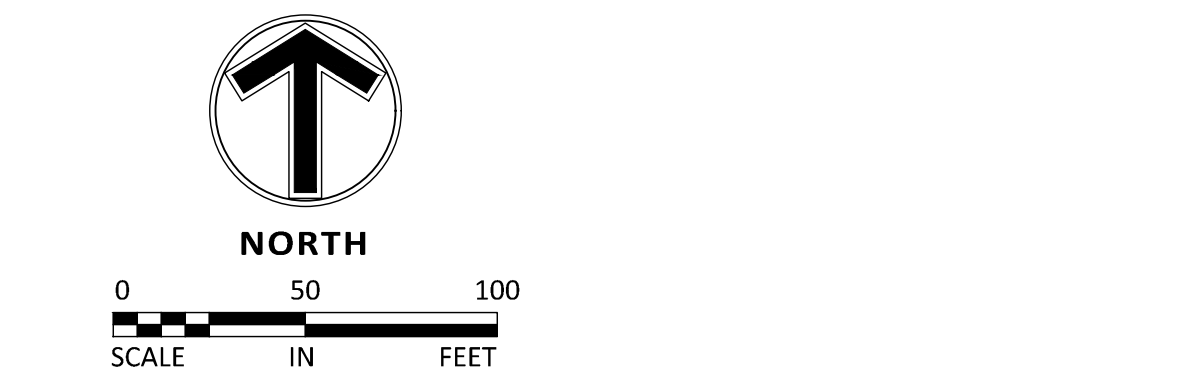
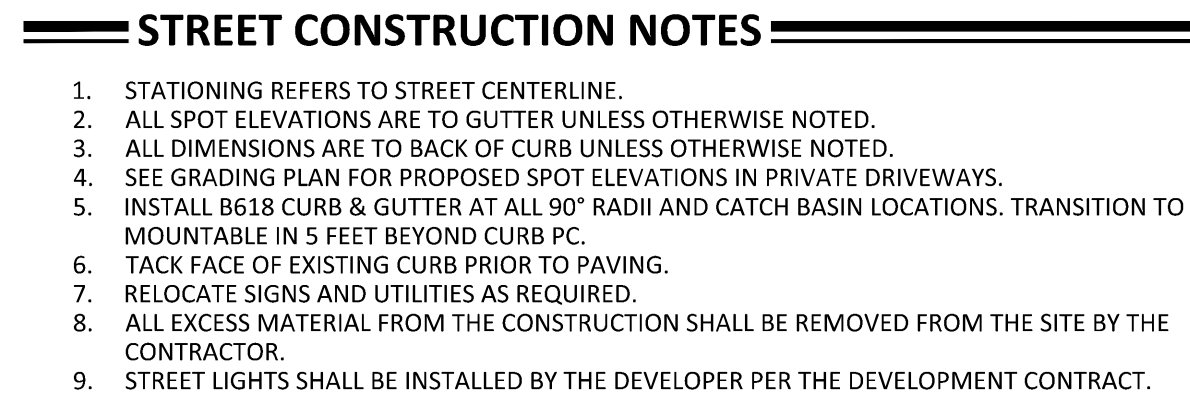
8.A. Adopt Resolution 2020-67 and

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Packet Page 331 of

Page 37 of 79





THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL \_\_\_\_\_ THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/ISO 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUB-CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (Gopher State ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUB-CONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MAY BE OCCASIONED BY ANY FAILURE TO CORRECTLY IDENTIFY OR LOCATE EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN LINE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE LINE IS ACTIVE. NO DRAIN LINE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



**Location**  
**CHASKA, MN**

Eric T. Luth  
Registration No. 50478 Date: 07/07/2020  
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|------------------|------------------------------|
| No.              | Date By Submittal / Revision |
| 07/07/20         | CITY SUBMITTAL               |
| 07/29/20         | CITY COMMENTS                |

Sheet No. Revision  
**C8.01**

**Project No.** 22254



Client



Project  
PIONEER VISTA

Location  
CHASKA, MN

Certification

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Registration No. 50478 Date: 07/07/2020  
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Summary

Designed: JEB Drawn: CIS  
Approved: ETL Book / Page:  
Phase: PRELIM. Initial Issue: 07/07/2020

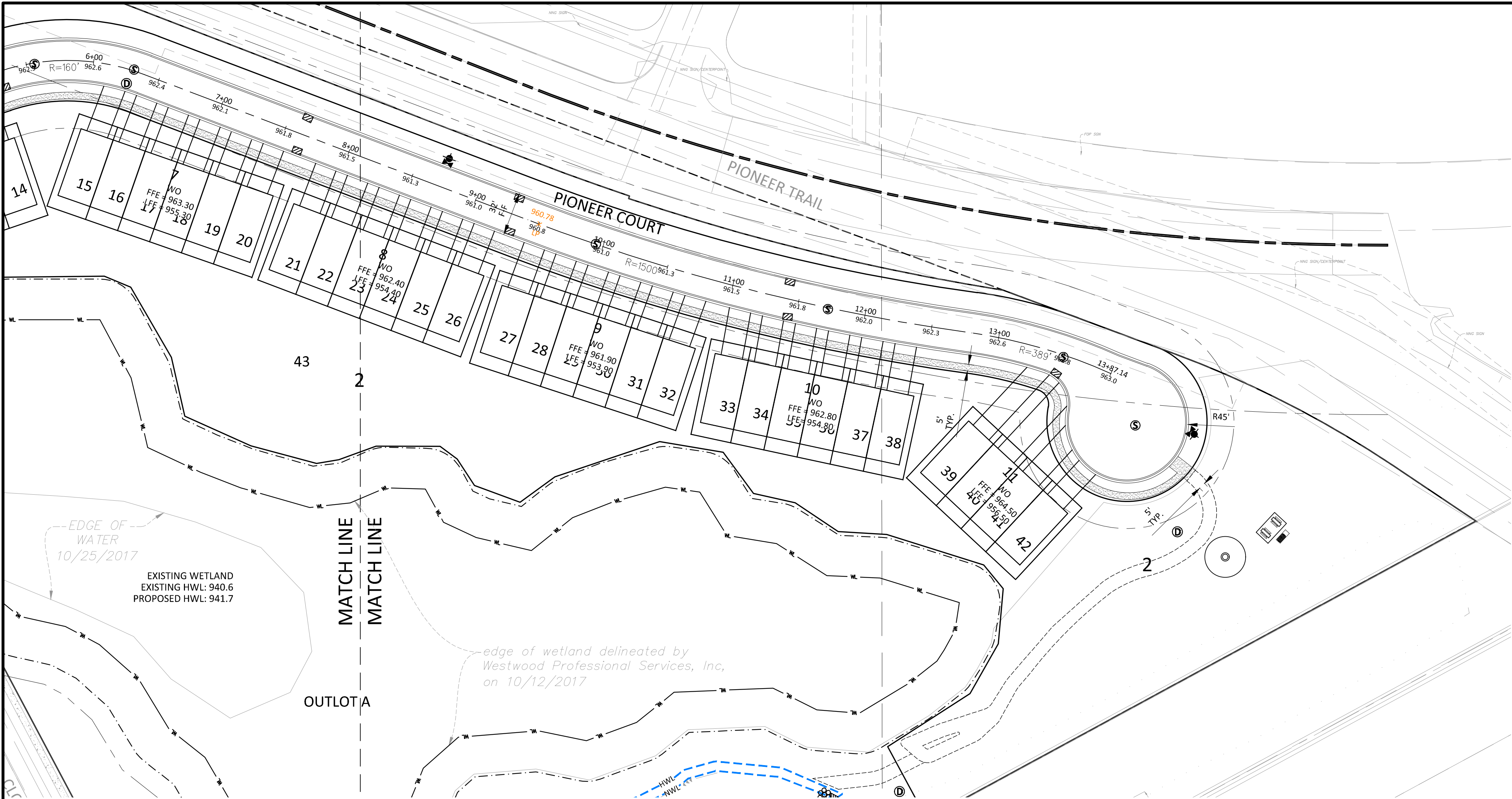
Revision History

| No.      | Date By | Submittal / Revision |
|----------|---------|----------------------|
| 07/07/20 |         | CITY SUBMITTAL       |
| 07/29/20 |         | CITY COMMENTS        |

Sheet Title  
STREET PLAN -  
EAST

Sheet No. Revision  
C8.02

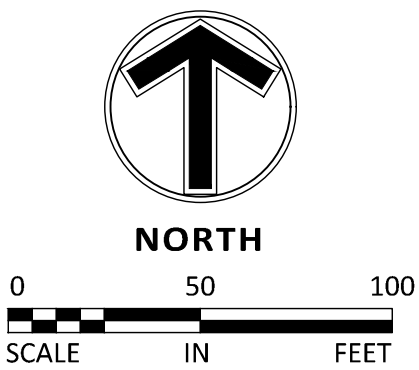
Project No. 22254



**LEGEND**

|                                             | PROPOSED | EXISTING |
|---------------------------------------------|----------|----------|
| SURMOUNTABLE CURB & GUTTER                  |          |          |
| STORM SEWER                                 |          |          |
| SANITARY SEWER                              |          |          |
| WATERMAIN                                   |          |          |
| EASEMENT                                    |          |          |
| LIMIT OF DISTURBANCE                        |          |          |
| POND CONTOUR                                |          |          |
| SAWCUT BITUMINOUS                           |          |          |
| STREET LIGHT (TO BE INSTALLED BY DEVELOPER) |          |          |
| CONCRETE SIDEWALK                           |          |          |
| SPOT ELEVATION                              |          |          |

- STREET CONSTRUCTION NOTES**
- STATIONING REFERS TO STREET CENTERLINE.
  - ALL SPOT ELEVATIONS ARE TO GUTTER UNLESS OTHERWISE NOTED.
  - ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
  - SEE GRADING PLAN FOR PROPOSED SPOT ELEVATIONS IN PRIVATE DRIVEWAYS.
  - INSTALL B618 CURB & GUTTER AT ALL 90° RADII AND CATCH BASIN LOCATIONS. TRANSITION TO MOUNTABLE IN 5 FEET BEYOND CURB PC.
  - TACK FACE OF EXISTING CURB PRIOR TO PAVING.
  - RELOCATE SIGNS AND UTILITIES AS REQUIRED.
  - ALL EXCESS MATERIAL FROM THE CONSTRUCTION SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.
  - STREET LIGHTS SHALL BE INSTALLED BY THE DEVELOPER PER THE DEVELOPMENT CONTRACT.

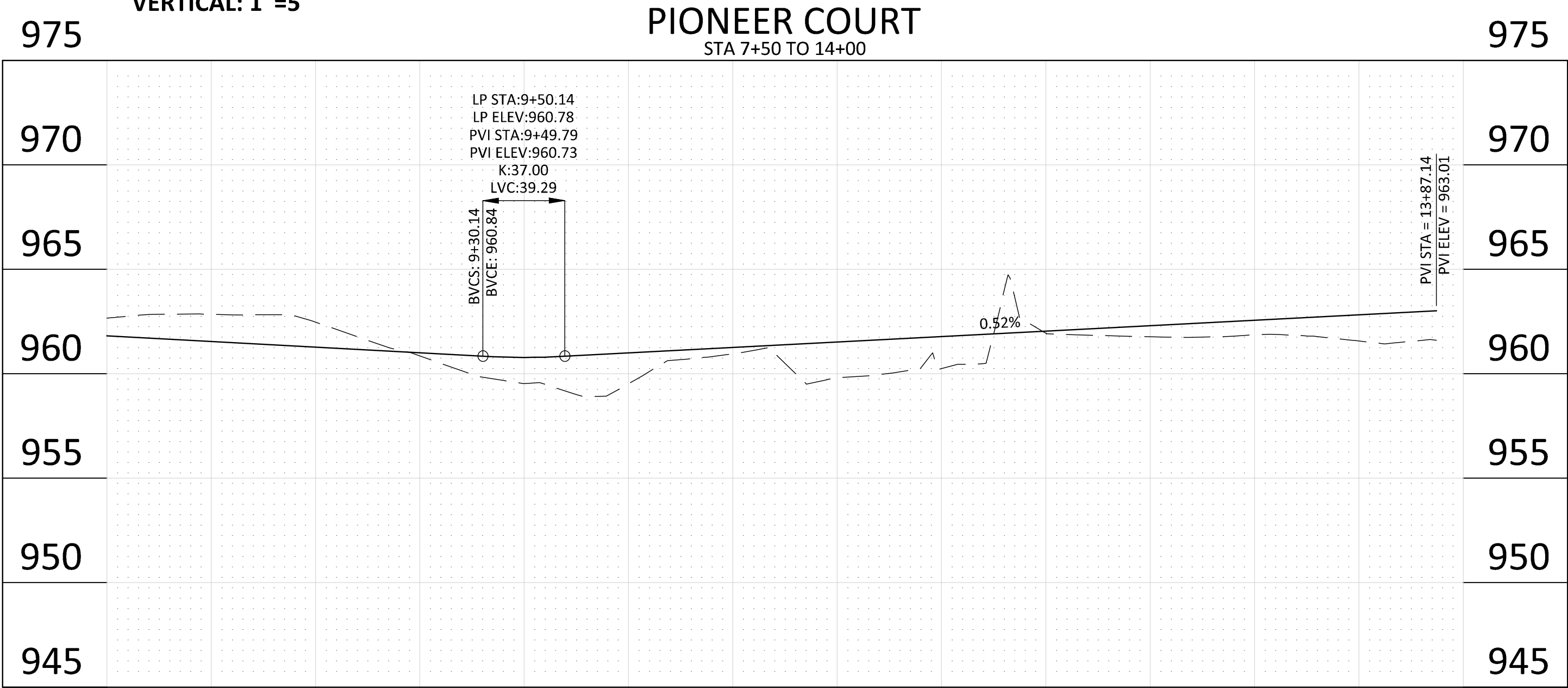


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SCALE  
HORIZONTAL: 1"=50'  
VERTICAL: 1"=5'



|       |        |       |        |       |        |       |        |       |        |       |        |       |        |       |        |       |        |       |        |       |        |       |        |
|-------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|--------|
| 962.8 | 961.54 | 962.5 | 961.27 | 960.9 | 961.00 | 959.5 | 960.78 | 959.5 | 960.99 | 961.0 | 961.25 | 959.8 | 961.51 | 960.2 | 961.77 | 962.0 | 962.03 | 961.8 | 962.29 | 961.9 | 962.56 | 961.6 | 962.82 |
| 8+00  |        | 8+50  |        | 9+00  |        | 9+50  |        | 10+00 |        | 10+50 |        | 11+00 |        | 11+50 |        | 12+00 |        | 12+50 |        | 13+00 |        | 13+50 |        |

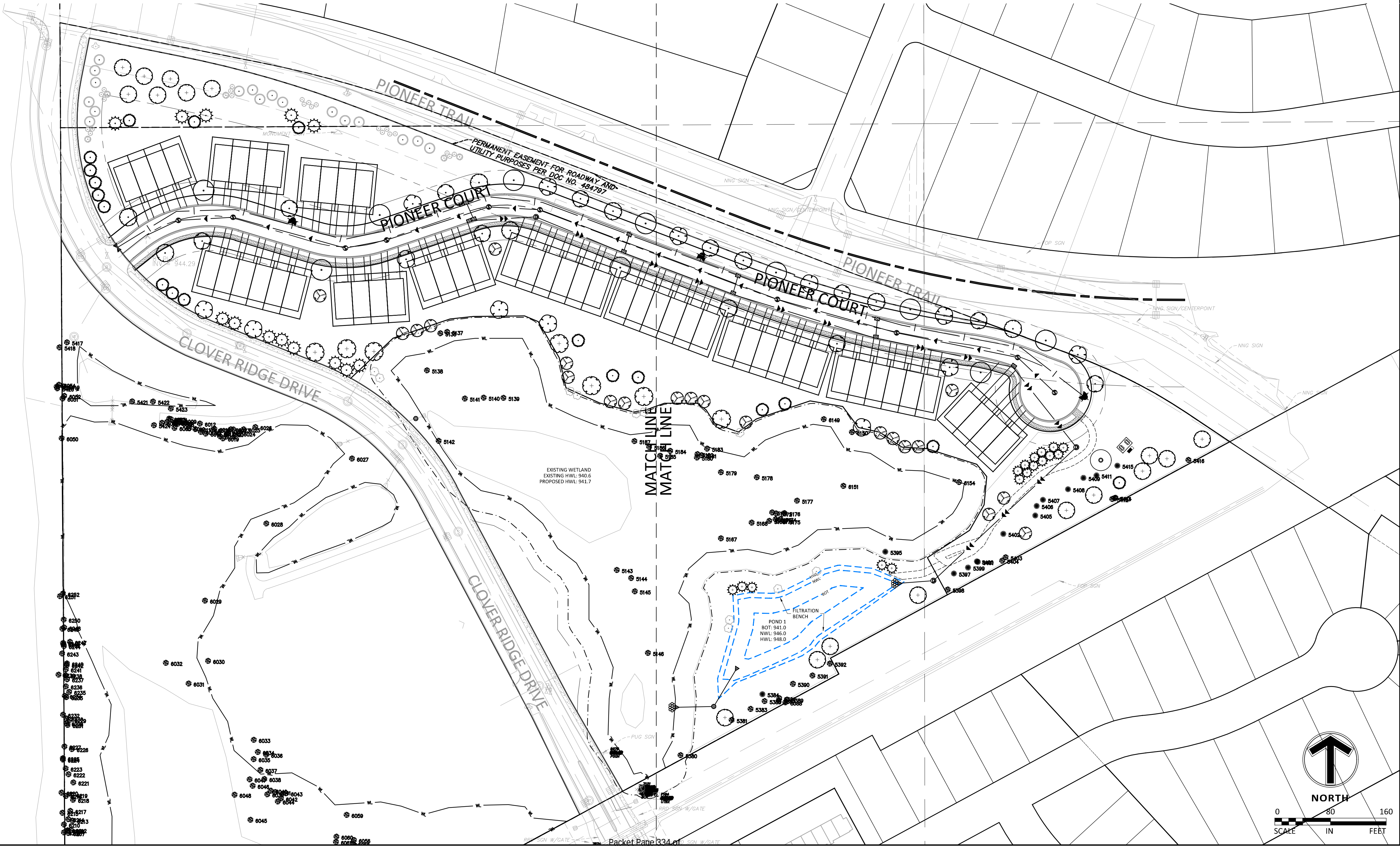


| TREE SCHEDULE |      |                                                        |       |          |      |     |      |         |         |      |    |
|---------------|------|--------------------------------------------------------|-------|----------|------|-----|------|---------|---------|------|----|
| TREES         | CODE | BOTANICAL / COMMON NAME                                | CONT  | CAL      | SIZE | QTY | EAST | OVERALL | WALKOUT | WEST |    |
|               | SG   | Acer freemanii 'Sienna Glen' / Sienna Glen Maple       | B & B | 2.5" Cal |      | 10  | 4    |         |         |      | 6  |
|               | RB   | Betula nigra 'Cully' TM / Heritage Birch               | B & B | 2.5" Cal |      | 21  | 12   |         |         |      | 9  |
|               | HB   | Celtis occidentalis / Common Hackberry                 | B & B | 2.5" Cal |      | 13  | 6    |         |         |      | 7  |
|               | HL   | Gleditsia triacanthos 'Skyline' / Skyline Honey Locust | B & B | 2.5" Cal |      | 9   | 4    |         |         |      | 5  |
|               | SO   | Quercus bicolor / Swamp White Oak                      | B & B | 2.5" Cal |      | 7   | 1    |         |         |      | 6  |
|               | BO   | Quercus macrocarpa / Burr Oak                          | B & B | 2.5" Cal |      | 17  | 10   |         |         |      | 7  |
|               | BL   | Tilia americana 'Boulevard' / Boulevard Linden         | B & B | 2.5" Cal |      | 10  | 5    |         |         |      | 5  |
| CONIFERS      | CODE | BOTANICAL / COMMON NAME                                | CONT  | CAL      | SIZE | QTY | EAST | OVERALL | WALKOUT | WEST |    |
|               | BF   | Abies balsamea / Balsam Fir                            | B & B |          | 6'   | 17  | 17   |         |         |      |    |
|               | JN1  | Juniperus virginiana / Eastern Red Cedar               | B & B |          | 6'   | 17  |      |         |         |      | 17 |
|               | BS   | Picea glauca densata / Black Hills Spruce              | B & B |          | 6'   | 13  |      |         |         |      | 13 |
|               | WP   | Pinus strobus / White Pine                             | B & B |          | 6'   | 18  | 4    |         |         |      | 14 |
| DRN. TREES    | CODE | BOTANICAL / COMMON NAME                                | CONT  | CAL      | SIZE | QTY | EAST | OVERALL | WALKOUT | WEST |    |
|               | SS   | Malus x 'Spring Snow' / Spring Snow Crab Apple         | B & B | 2" Cal   |      | 3   |      |         |         |      | 3  |

| GROUND COVER SCHEDULE  |         |                                                   |      |            |
|------------------------|---------|---------------------------------------------------|------|------------|
| PLANT SCHEDULE OVERALL |         |                                                   |      |            |
| GROUND COVERS          | CODE    | BOTANICAL / COMMON NAME                           | CONT | QTY        |
|                        | 35-241  | MNDOT Seed Mix 35-241 / General Mesic Prairie Mix | Seed | 175,881 sf |
|                        | 25-151  | MNDOT Seed Mix 25-151 / High Maintenance Turf     | Seed | 32,539 sf  |
|                        | 33-261  | MNDOT Seed Mix 33-261 / Ponds and Wet Areas       | Seed | 5,143 sf   |
|                        | TUR HIG | Turf Sod Highland Sod / Sod                       | Sod  | 52,185 sf  |

| CHASKA LANDSCAPE CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| CALCULATIONS<br>TWO TREE PER 50 FEET OF PUBLIC STREET FRONT<br>(1387 / 50) * 2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | REQUIRED | PROPOSED |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 56       | 80       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | XX       | XX       |
| 9.6.4.1 Tree Planting<br>a) In addition to general requirements for landscaping in all districts as set forth in Subsection 9.6.3, all new subdivisions shall be required to provide, at the Developer's expense, one overstory deciduous trees per every fifty (50) feet along public streets, on each side, minimum 2-½ inch caliper. The trees may be distributed throughout the subdivision and need not necessarily be spaced fifty (50) feet apart. Such required trees shall be planted within six (6) months of home occupancy. Credit for preservation of existing trees may be given as determined by the Community Development Department. |          |          |

| LEGEND                |          |          |                              |
|-----------------------|----------|----------|------------------------------|
| PROPERTY LIMIT        | PROPOSED | EXISTING |                              |
| CURB & GUTTER         |          |          | STANDARD DUTY ASPHALT PAVING |
| EASEMENT              |          |          | CONCRETE PAVING              |
| BUILDING              |          |          | CONCRETE SIDEWALK            |
| RETAINING WALL        |          |          |                              |
| WETLAND LIMITS        |          |          |                              |
| TREELINE              |          |          |                              |
| LANDSCAPE EDGING      |          |          |                              |
| STORM SEWER           |          |          |                              |
| SANITARY SEWER        |          |          |                              |
| FORCEMAIN (SAN.)      |          |          |                              |
| WATERMAIN             |          |          |                              |
| YARDDRAIN             |          |          |                              |
| LIMITS OF DISTURBANCE |          |          |                              |
| TREE PROTECTION FENCE |          |          |                              |
| SIGN                  |          |          |                              |
| PIPE BOLLARD          |          |          |                              |
| RIPRAP                |          |          |                              |





12800 Whitewater Drive, Suite 300  
Minnetonka, MN 55343  
763.476.6010 telephone  
763.476.8532 facsimile

Engineering | Surveying | Planning | Environmental

Client



Project

PIONEER VISTA

Location

CHASKA, MN

Certification

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

William L. Delaney  
Registration No. 40252      Date: 07/07/2020

This certification is not valid unless wet signed in blue ink. If applicable, contact us for a wet signed copy of this survey which is available upon request at Sambatek, Minnetonka, MN office.

Summary

Designed: JEB      Drawn: CIS  
Approved: ETL      Book / Page:  
Phase: PRELIM.      Initial Issue: 07/07/2020

Revision History

| No.      | Date By | Submittal / Revision |
|----------|---------|----------------------|
| 07/07/20 |         | CITY SUBMITTAL       |
| 07/29/20 |         | CITY COMMENTS        |

Sheet Title

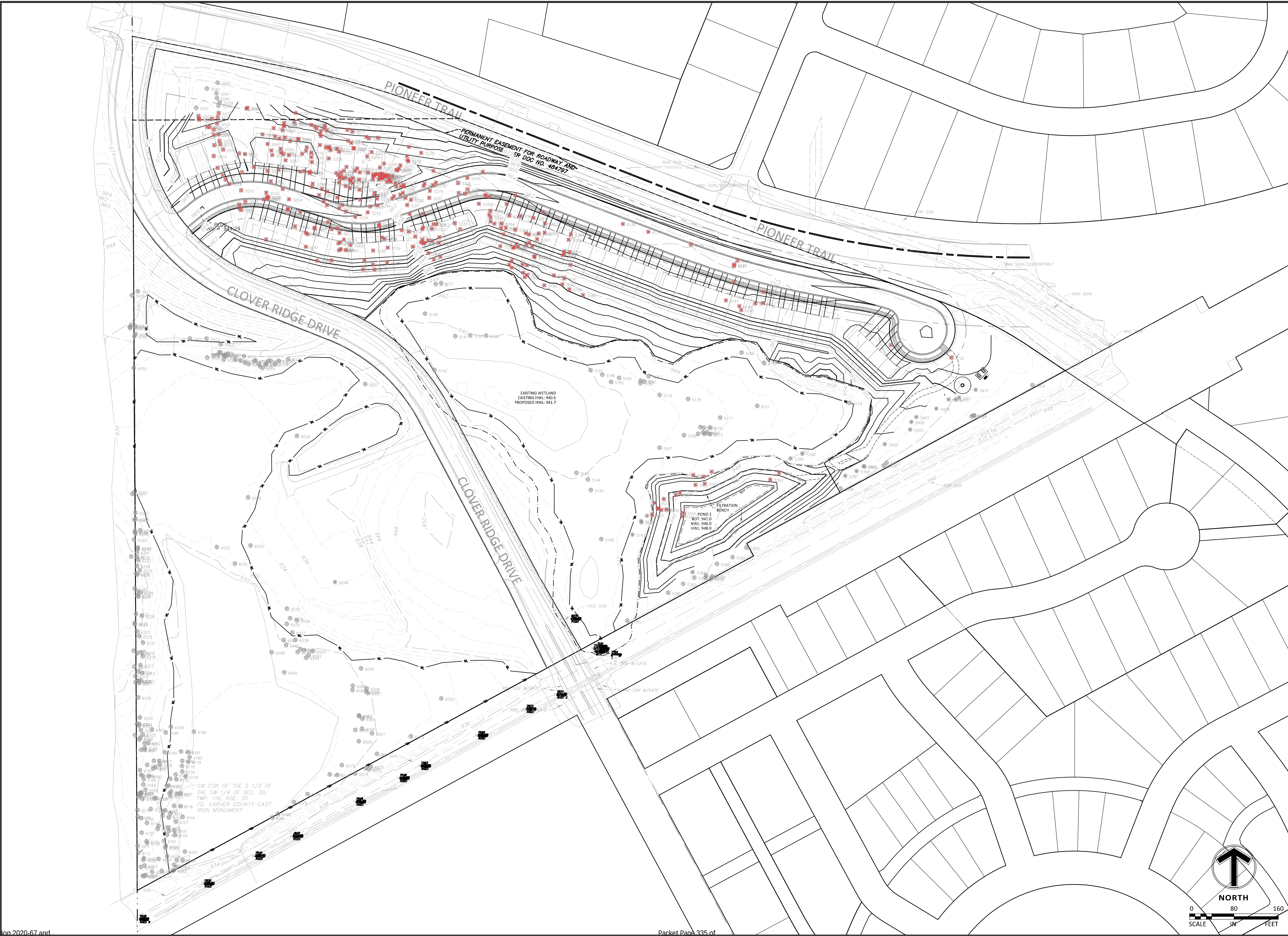
OVERLAY PLAN

Sheet No.    Revision

C8.03

Project No.      22254

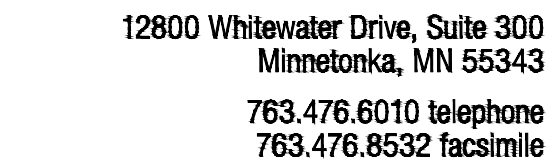












## Client



# Project PIONEER VISTA

**Location**  
**CHASKA, MN**

## Certification

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

Eric T. Luth  
Registration No. 50478    Date: 07/07/2020

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## Summary

Designed: JEB      Drawn: CJS  
Approved: ETL      Book / Page:  
Phase: PRELIM.      Initial Issue: 07/07/2020

## Revision History

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|-----|----------|----------------------|
|     | 07/07/20 | CITY SUBMITTAL       |
|     | 07/29/20 | CITY COMMENTS        |

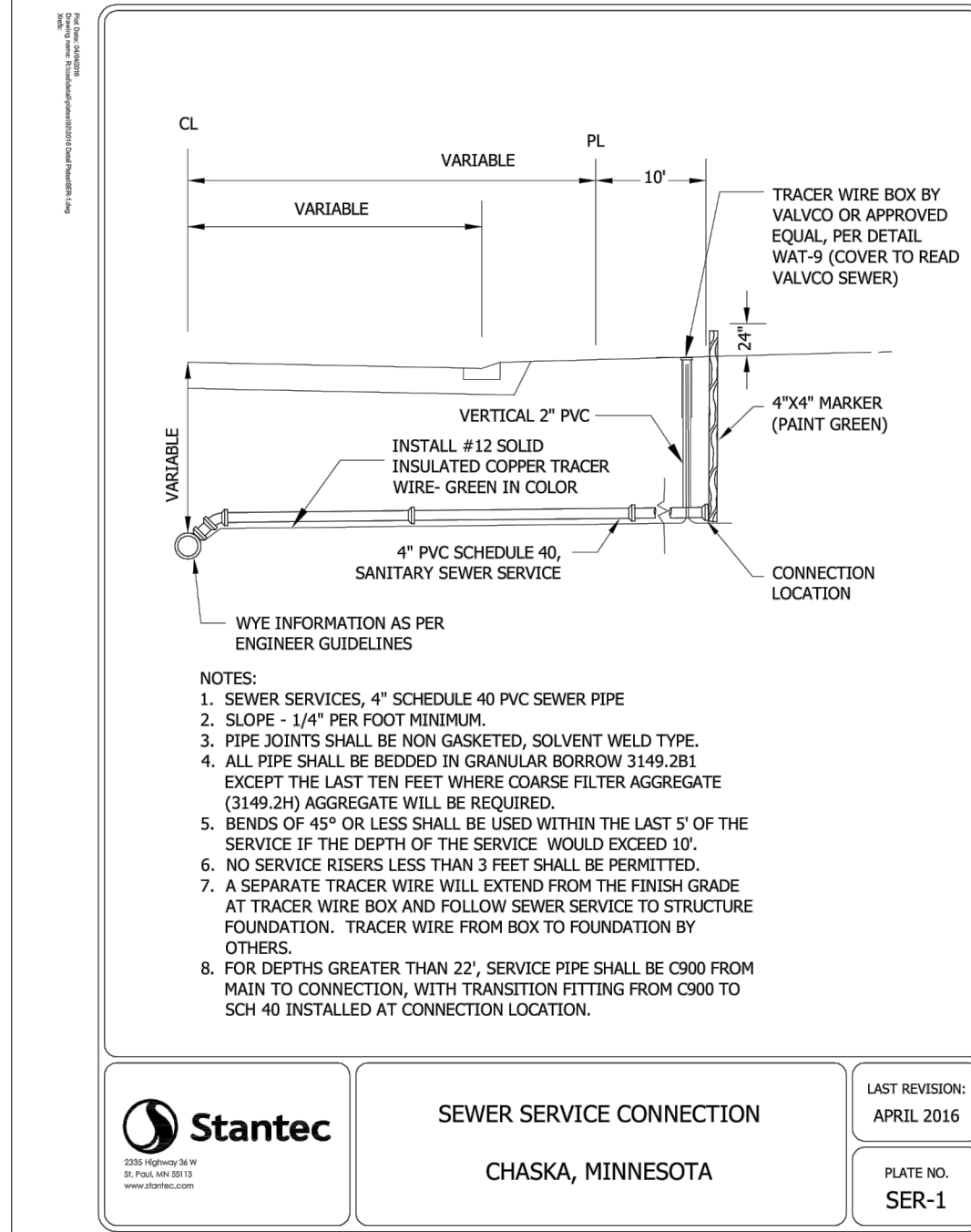
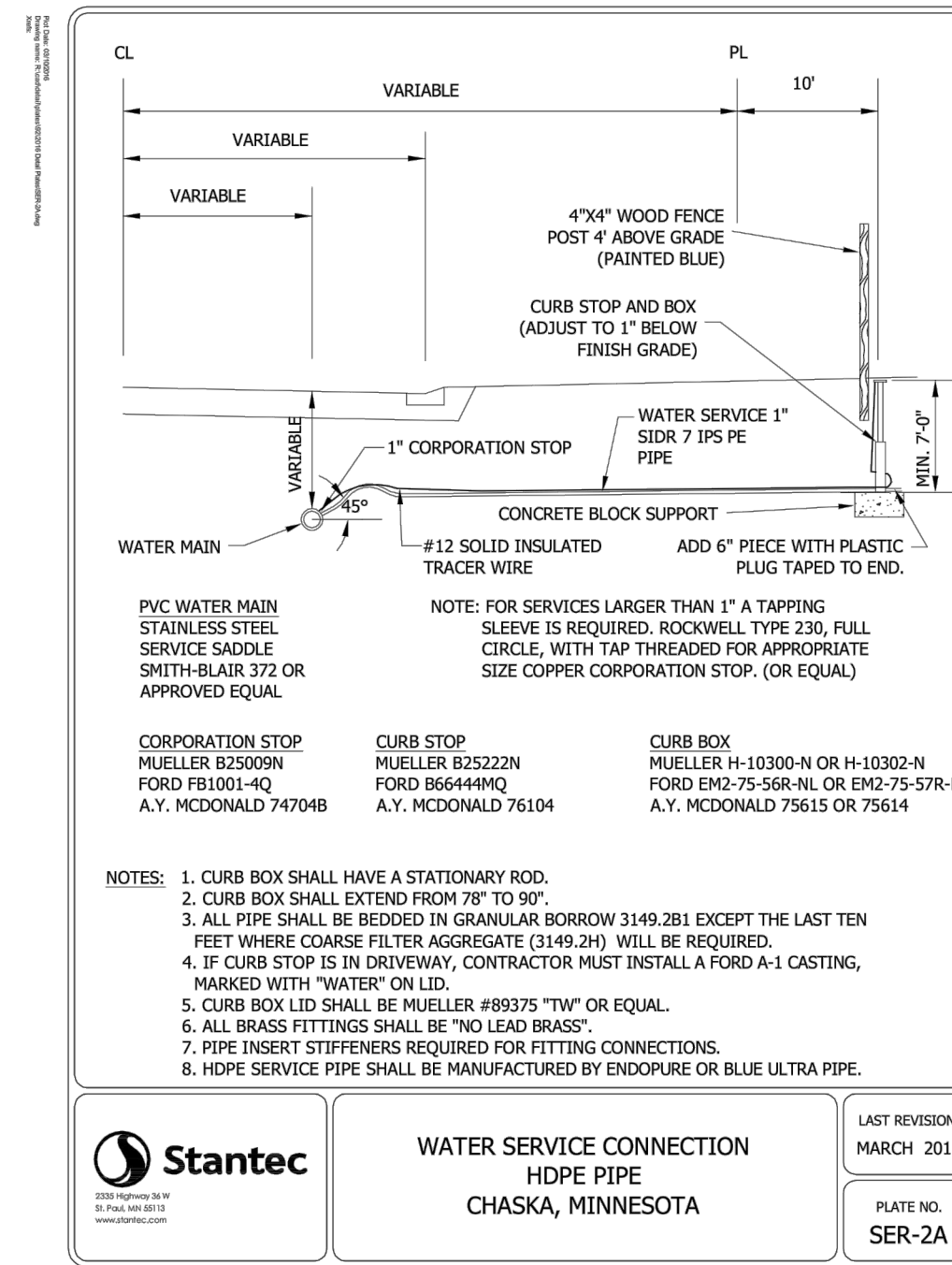
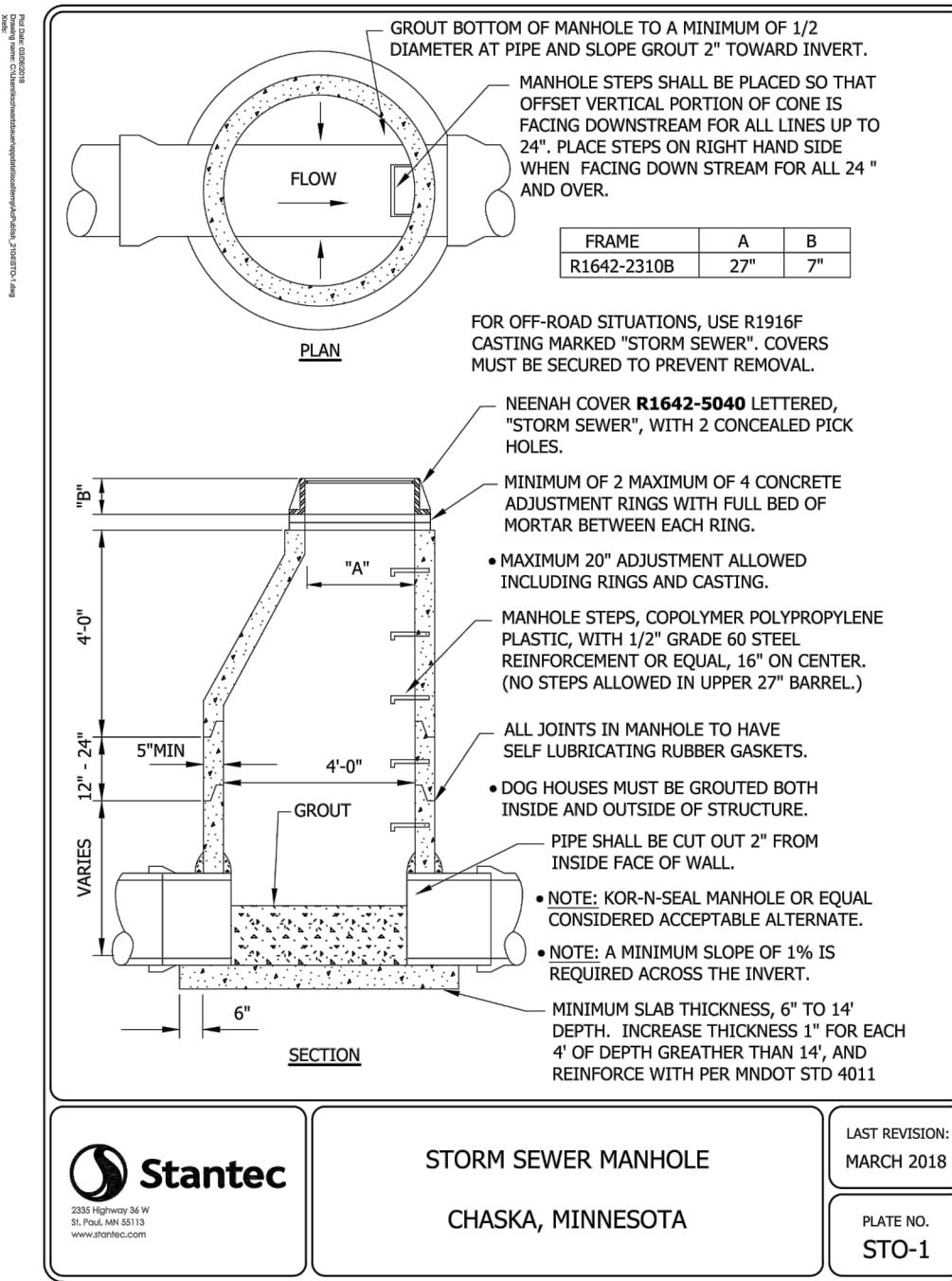
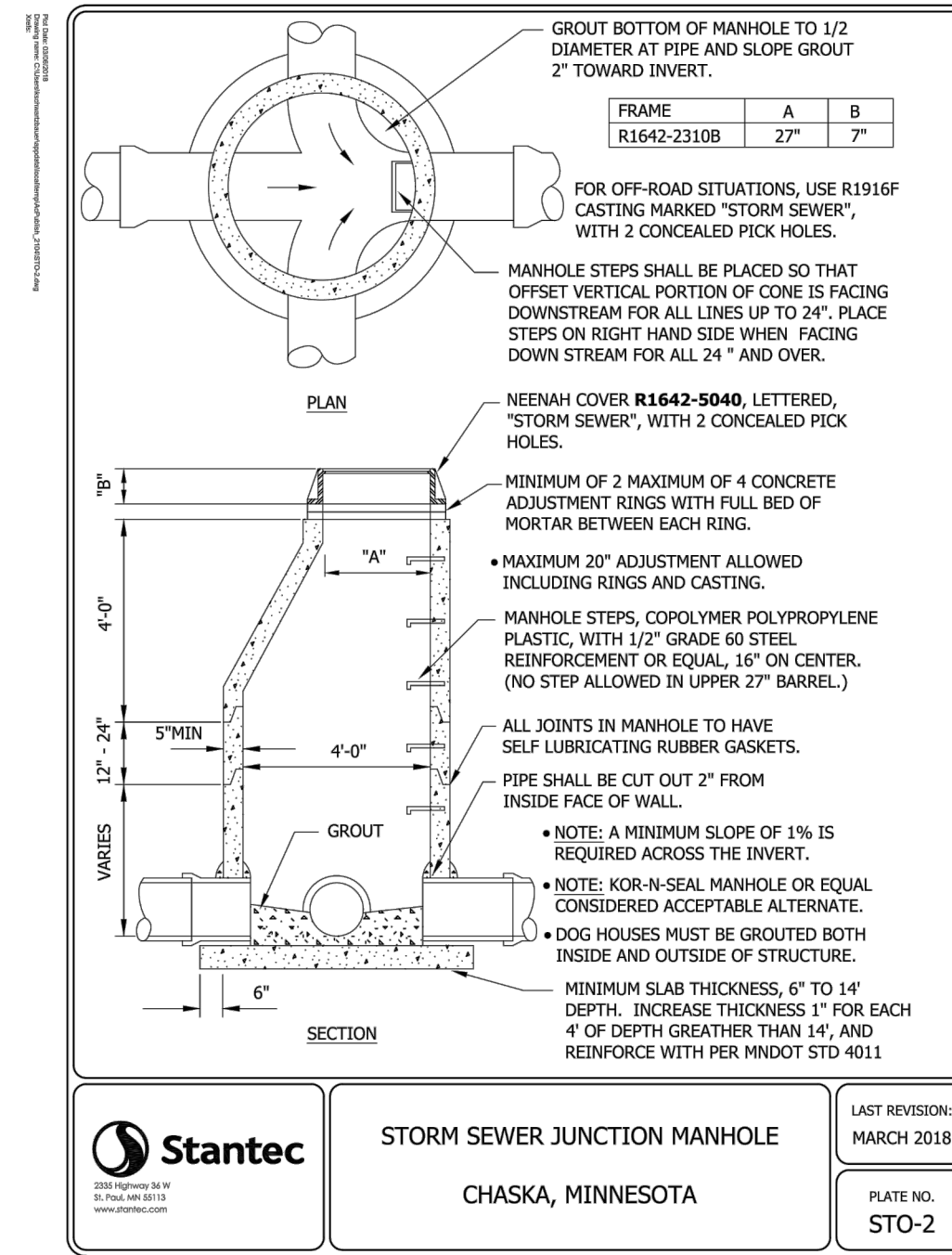
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## DETAILS

Sheet No. Revision

## C9.01

**Project No.** 22254

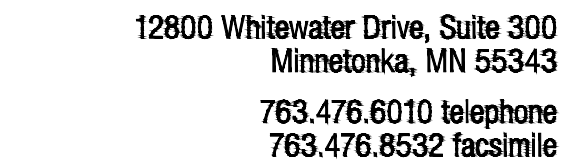


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Packet Page 337 of





## Client

## Client

**LENNAR®**

# Project PIONEER VISTA

**Location**  
**CHASKA, MN**

Eric T. Luth  
Registration No. 50478 Date: 07/07/2020  
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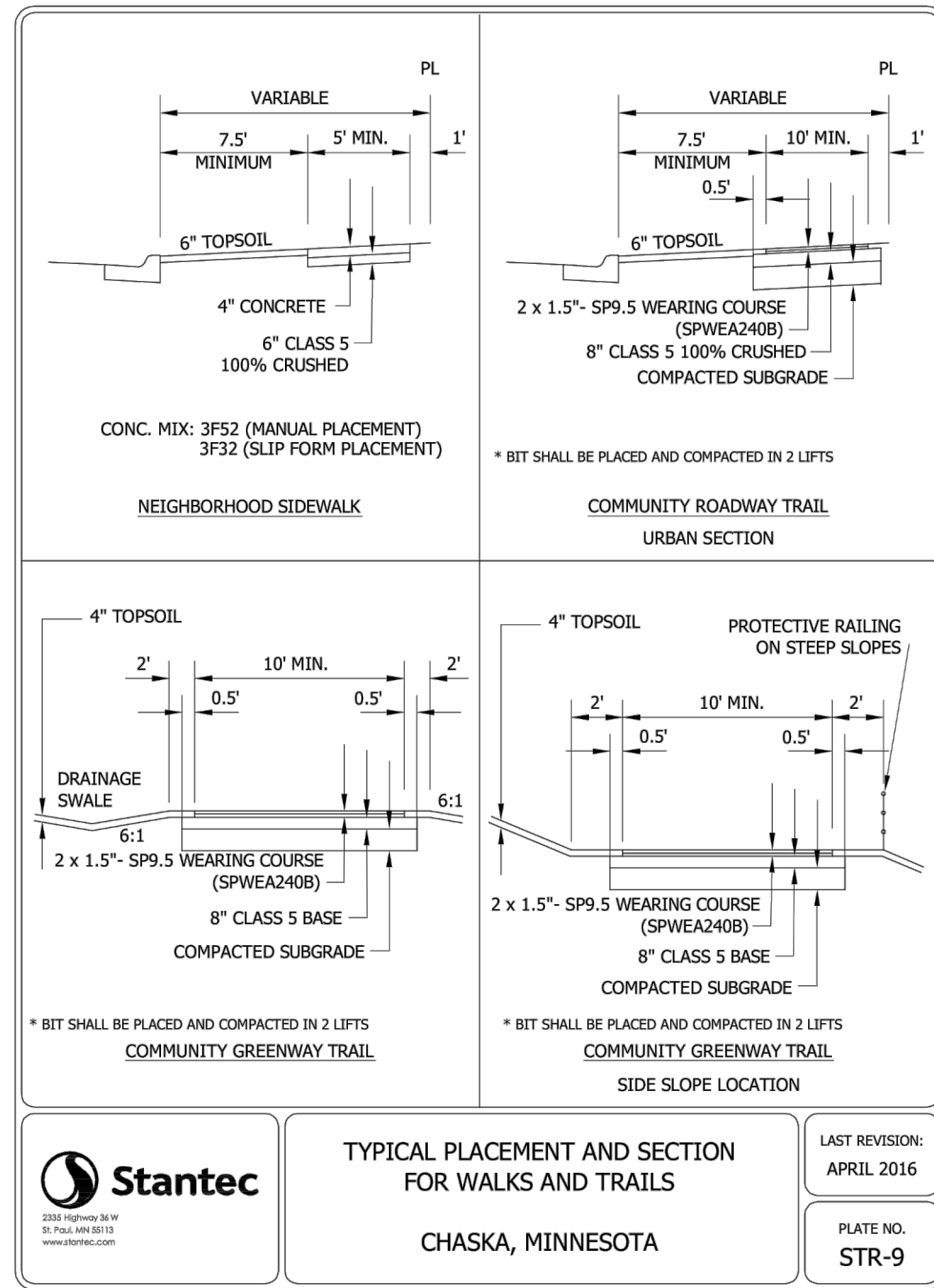
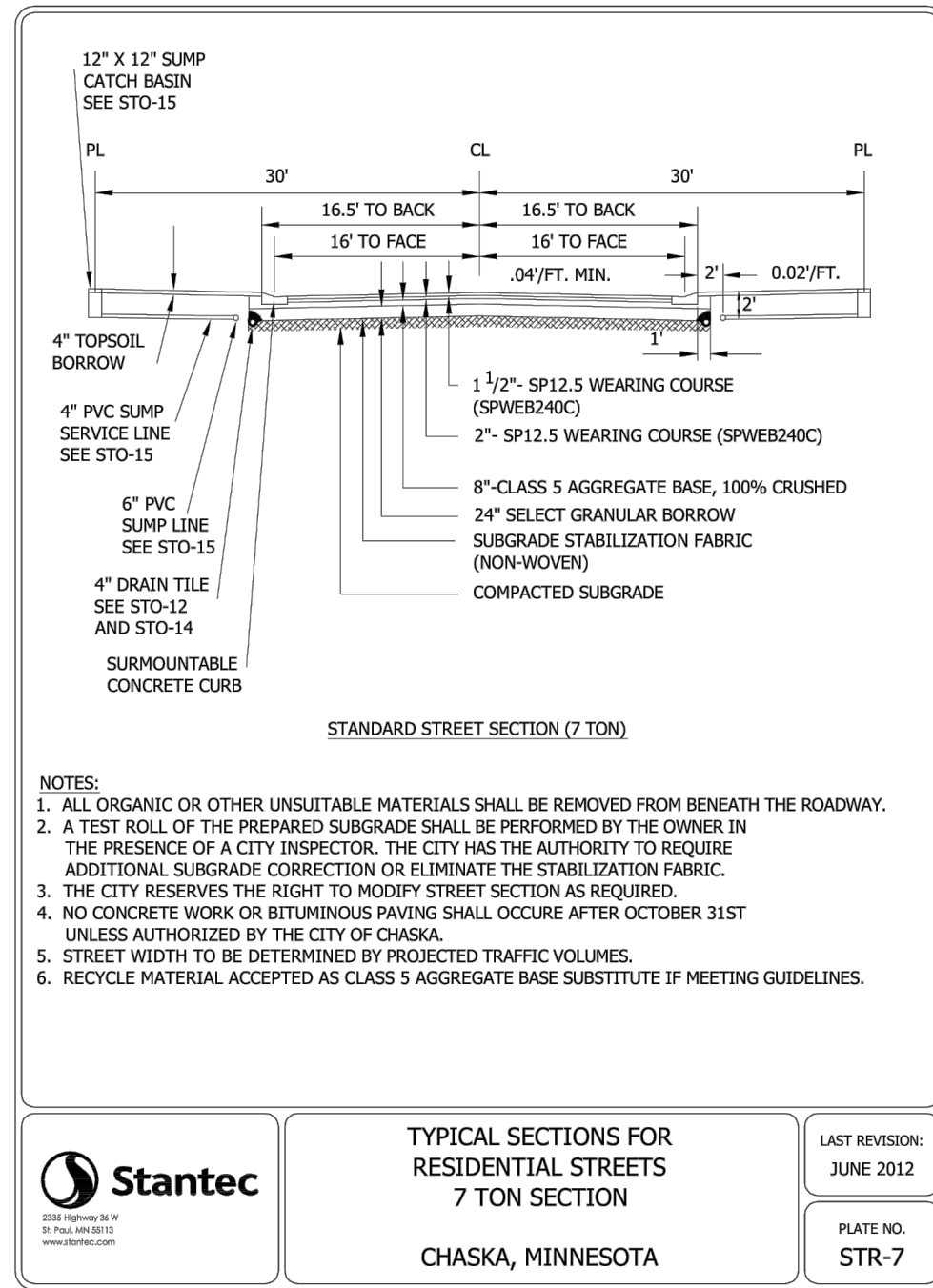
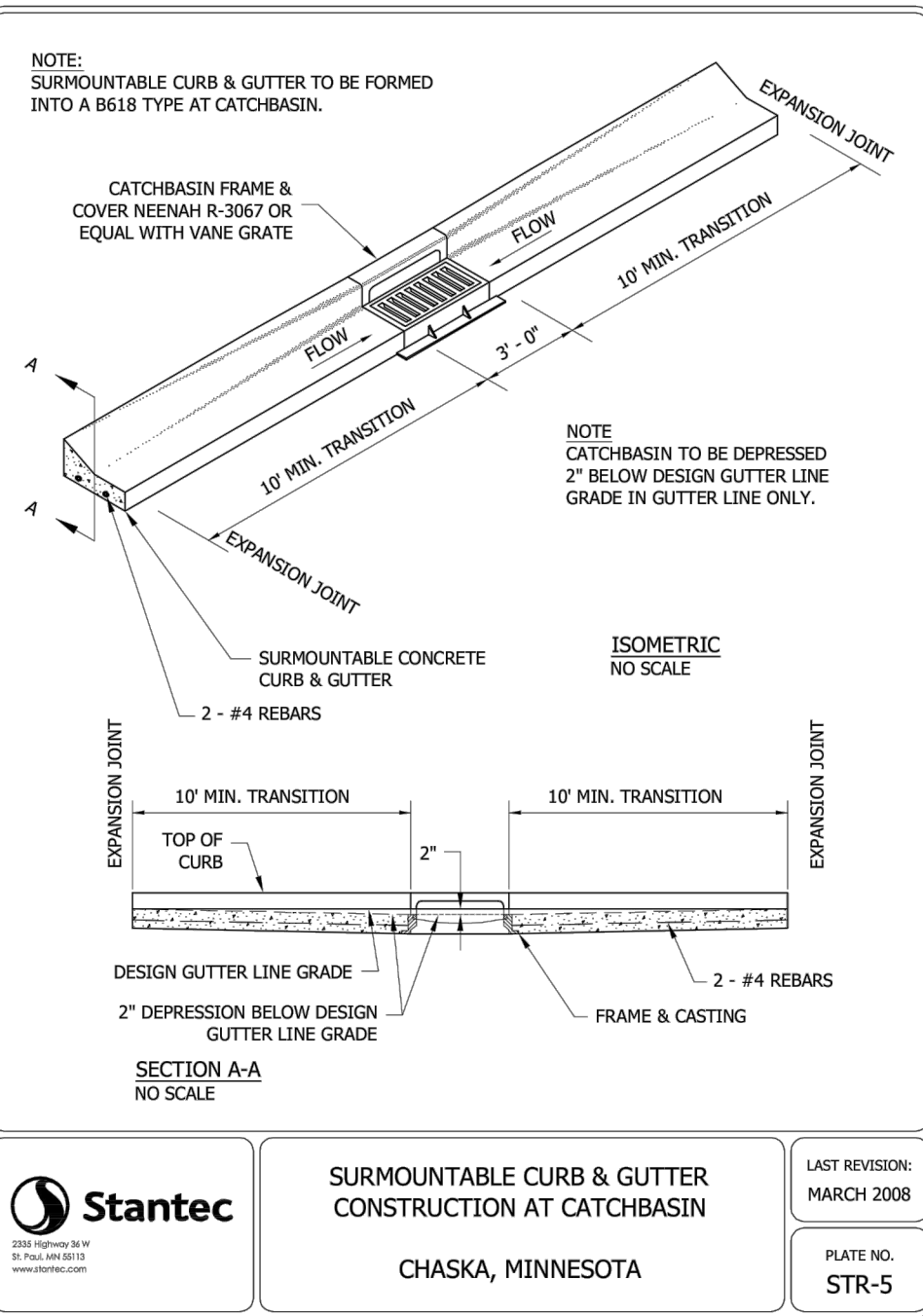
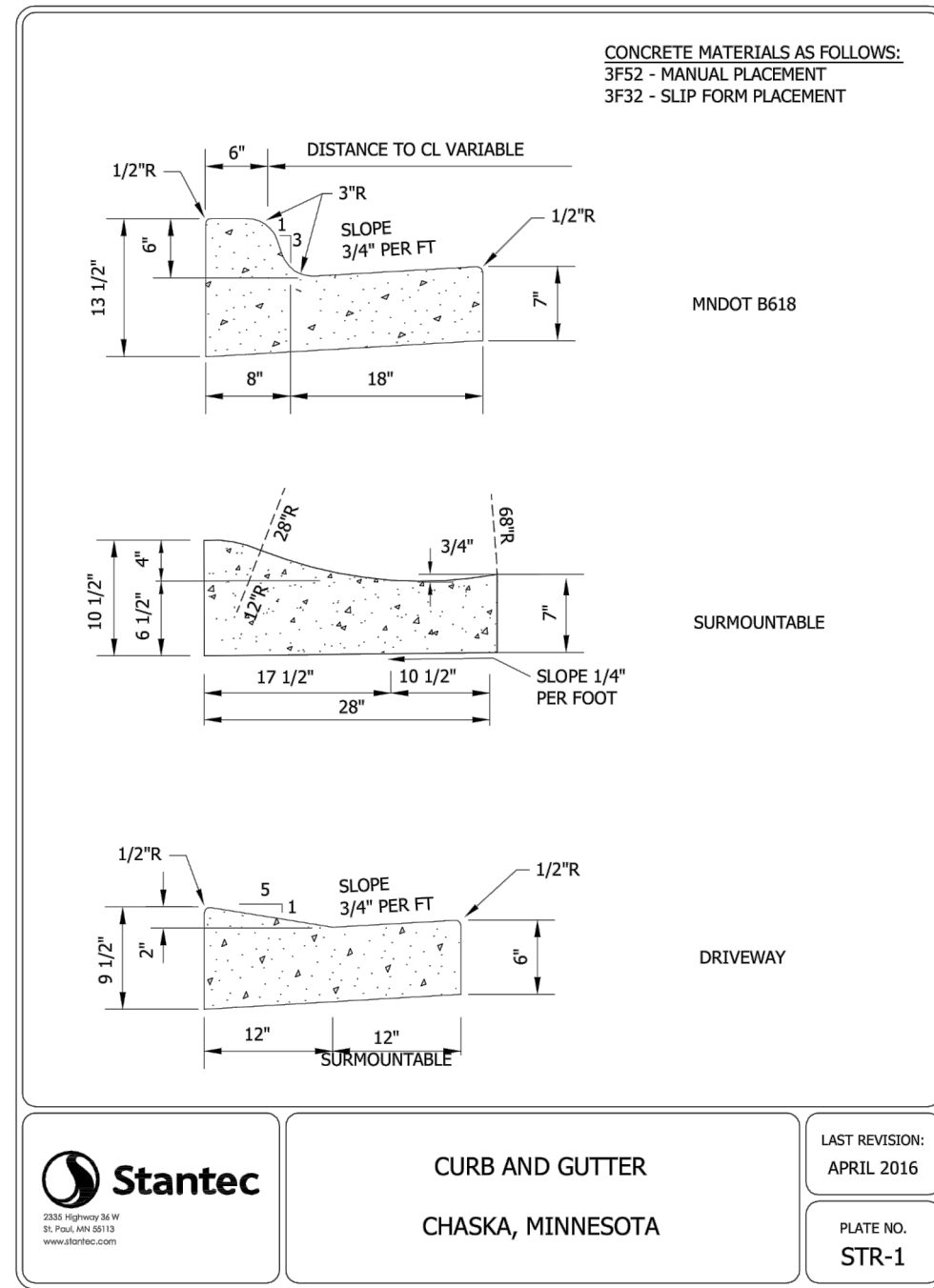
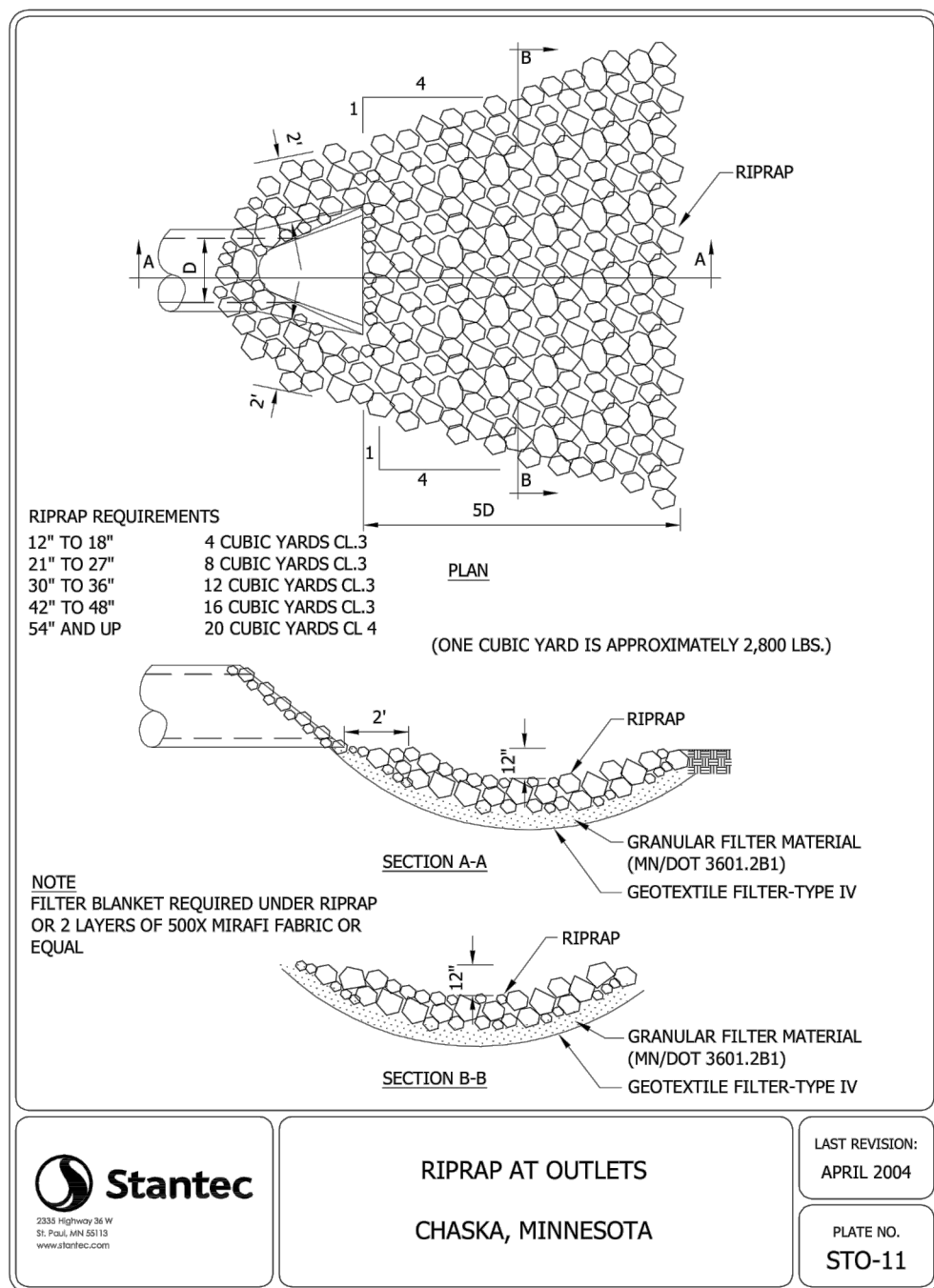
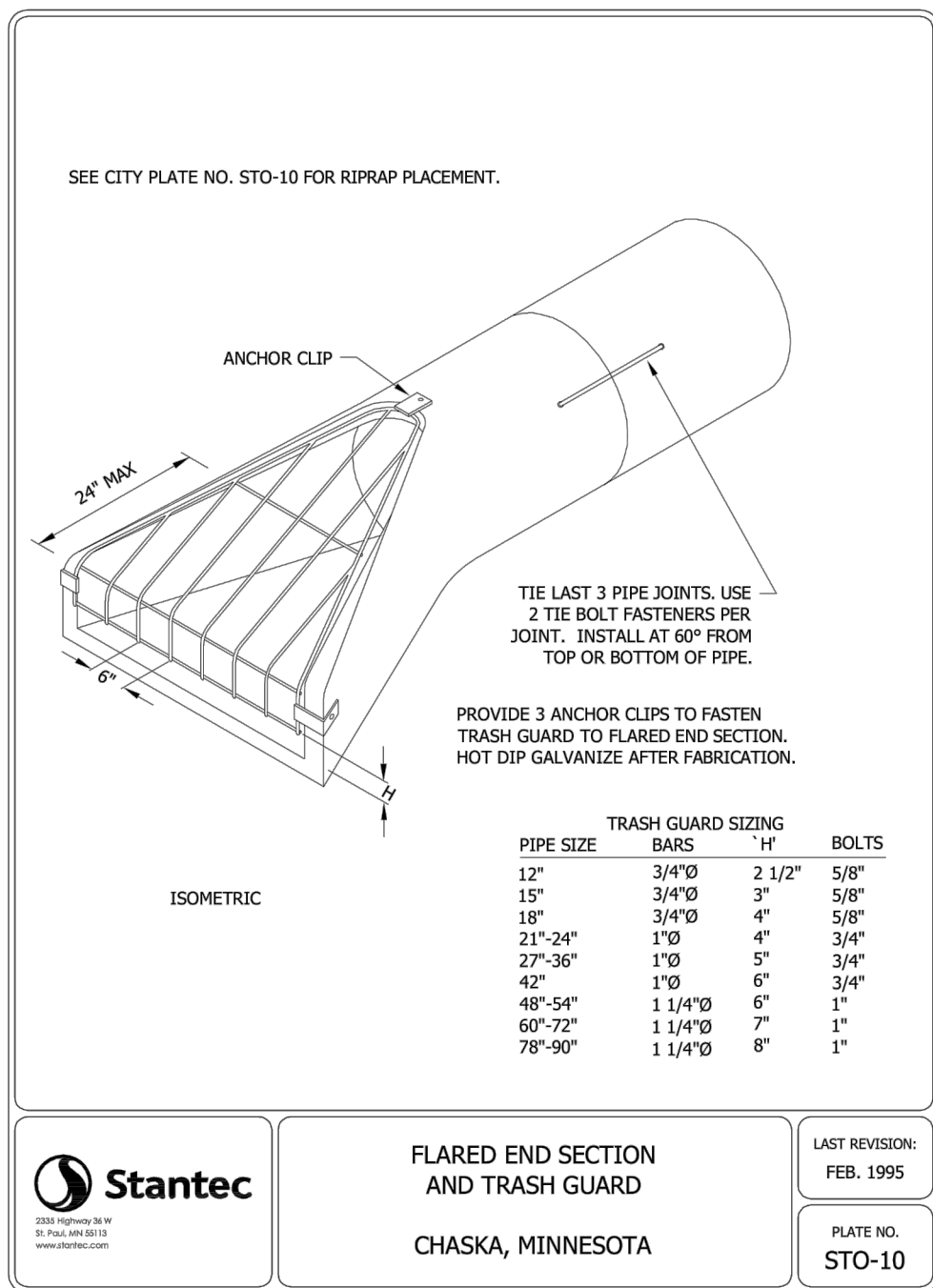
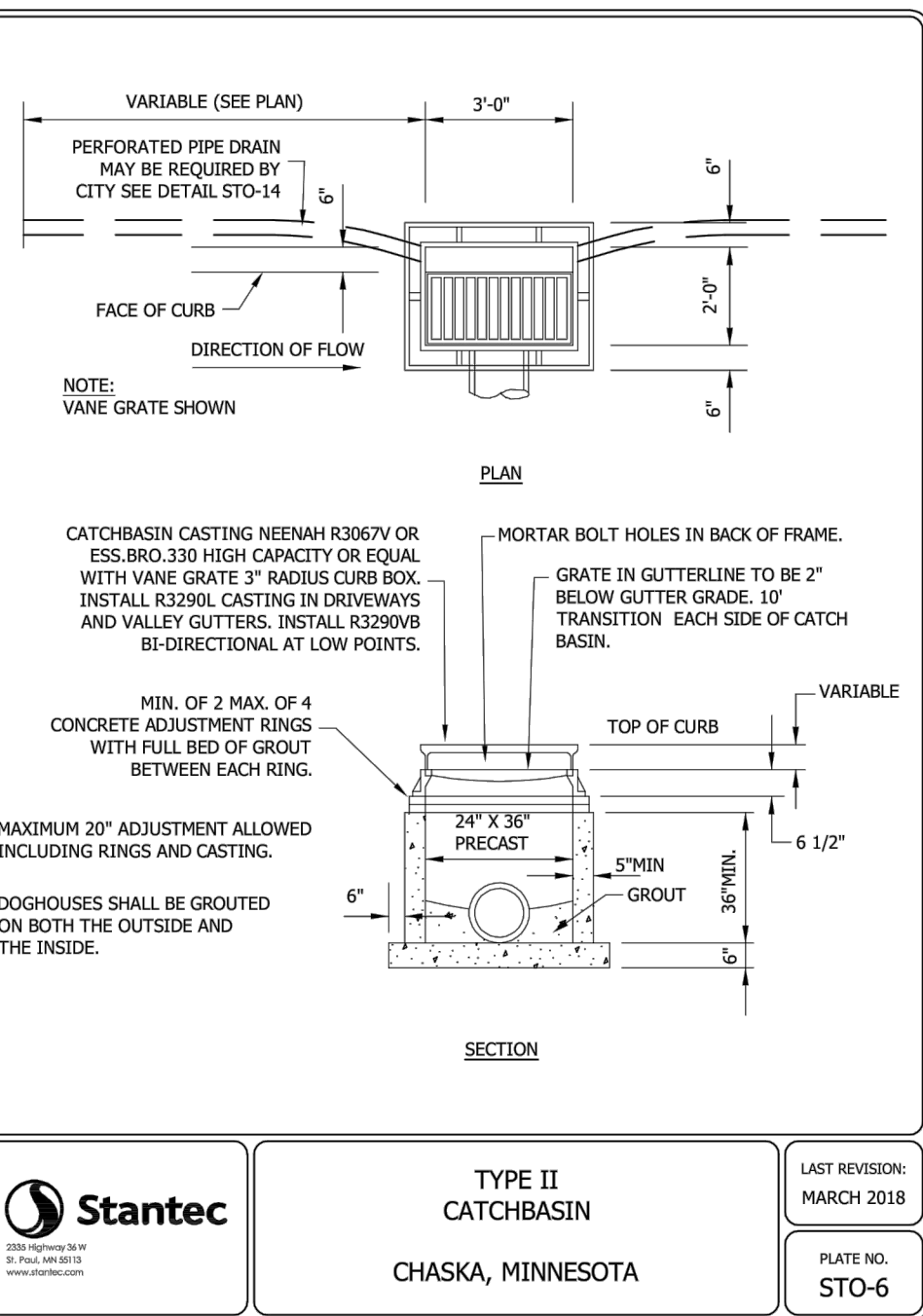
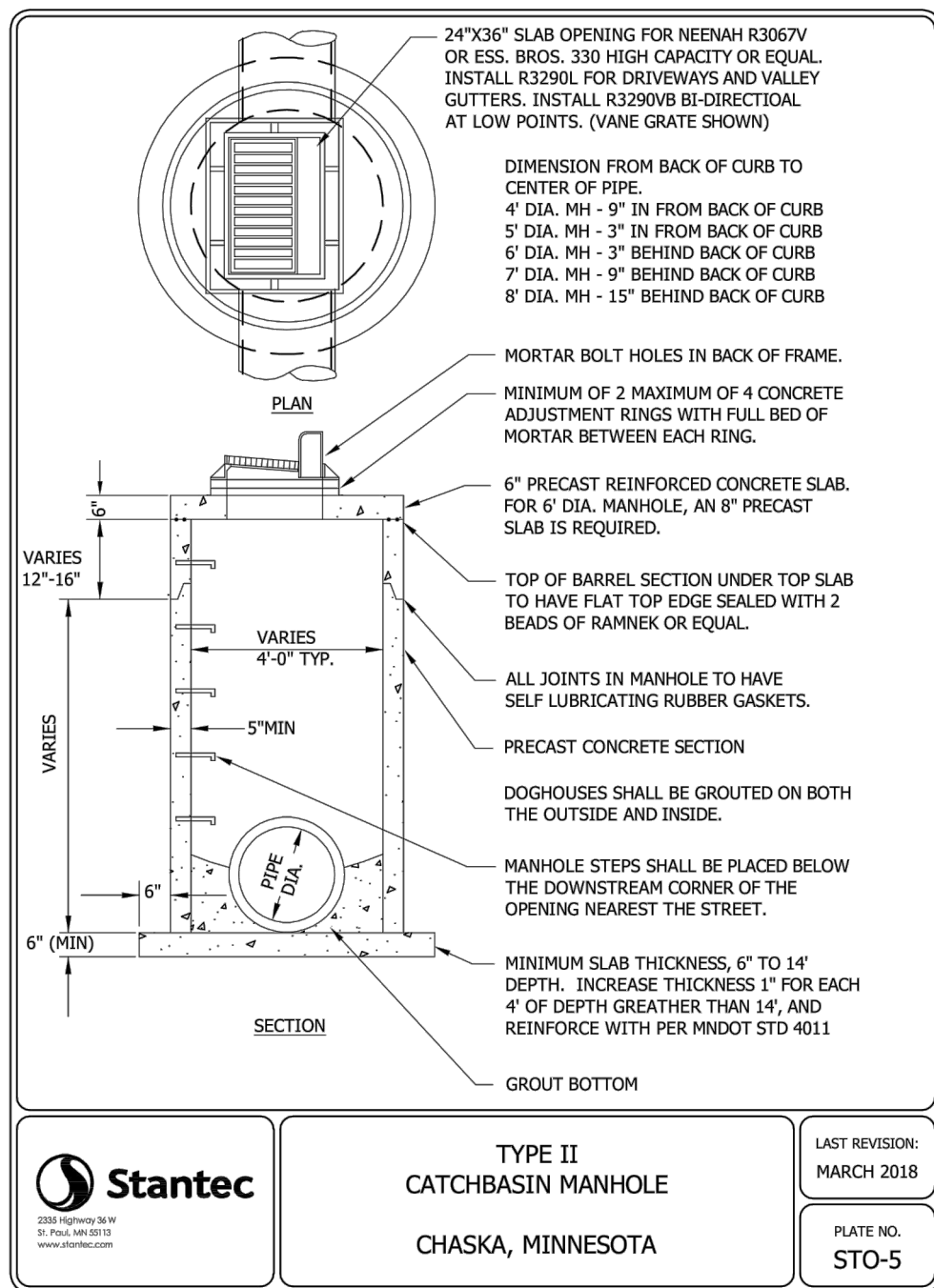
| Revision History |                              |
|------------------|------------------------------|
| No.              | Date By Submittal / Revision |
| 07/07/20         | CITY SUBMITTAL               |
| 07/29/20         | CITY COMMENTS                |

## Sheet Title

# DETAILS

Sheet No. Revision  
**C9.02**

**Project No.** 22254



IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, DEPTH AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

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Packet Page 338 of



THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL \_\_\_\_\_. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOMPH STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

Client



Project  
PIONEER VISTA

Location  
CHASKA, MN

Certification

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

Eric T. Luth  
Registration No. 50478 Date: 07/07/2020  
If applicable, contact us for a wet signed copy of this plan which is available upon request at Sambatek's, Minnetonka, MN office.

Summary

Designed: JEB Drawn: CIS  
Approved: ETL Book / Page:  
Phase: PRELIM. Initial Issue: 07/07/2020

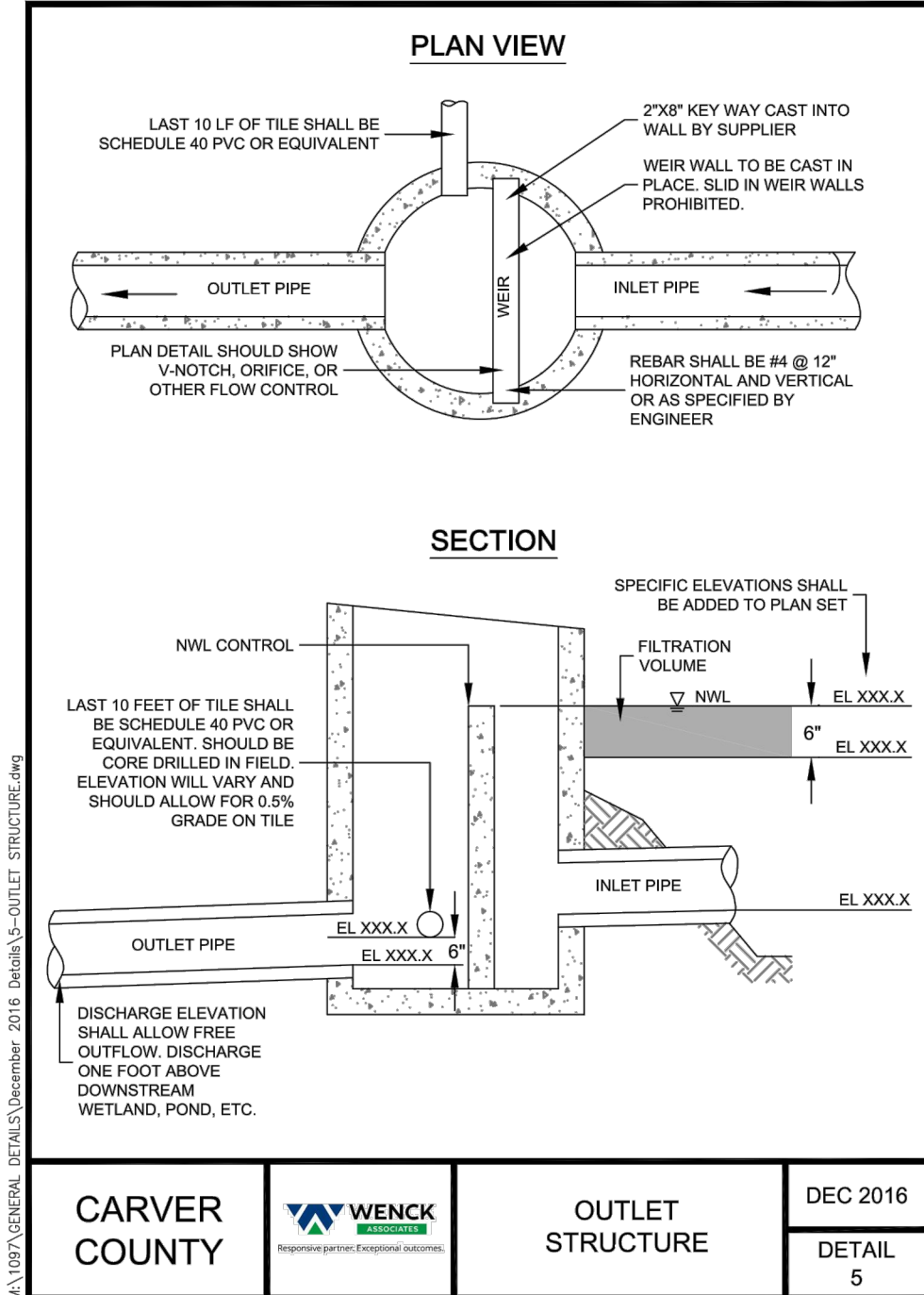
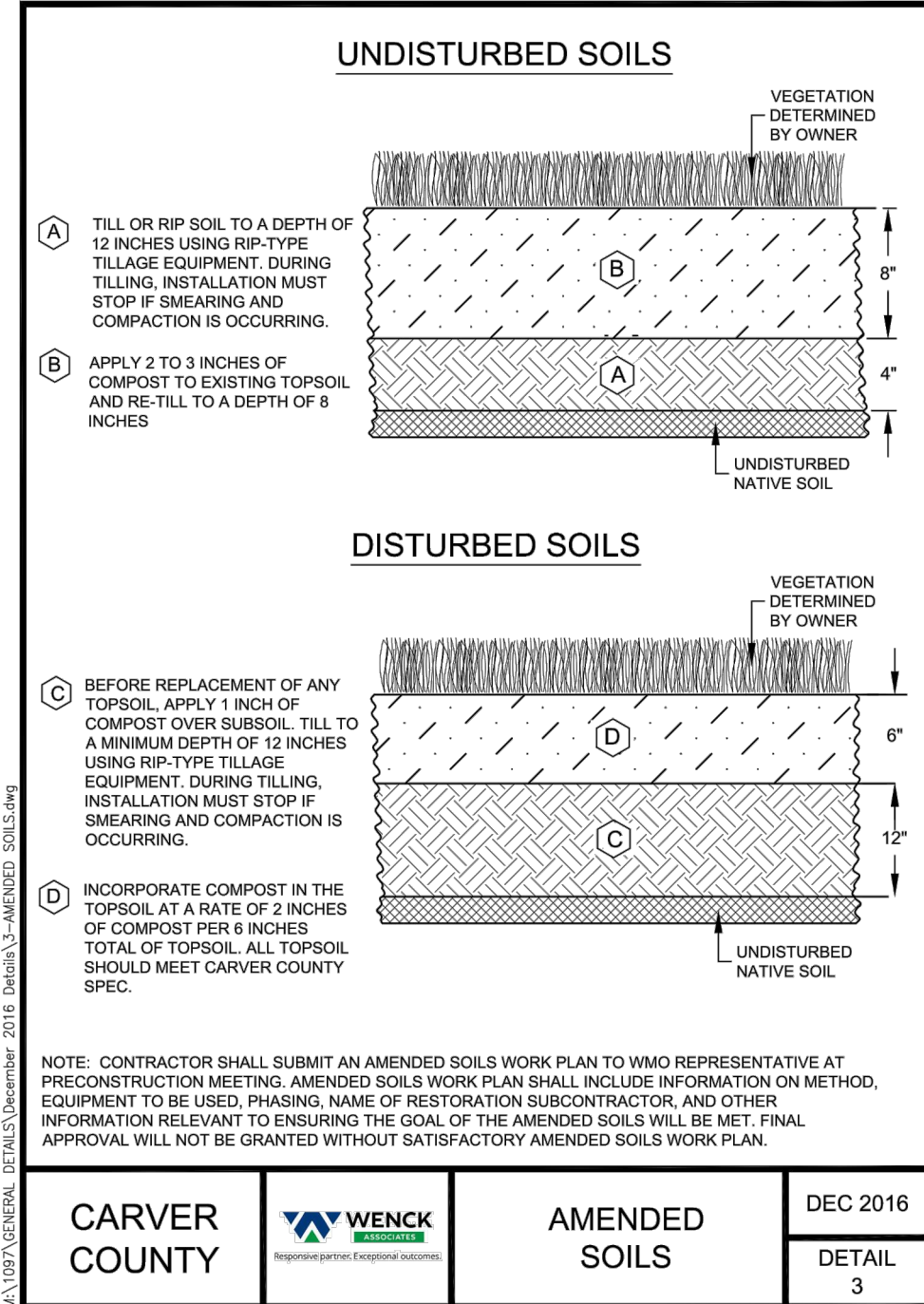
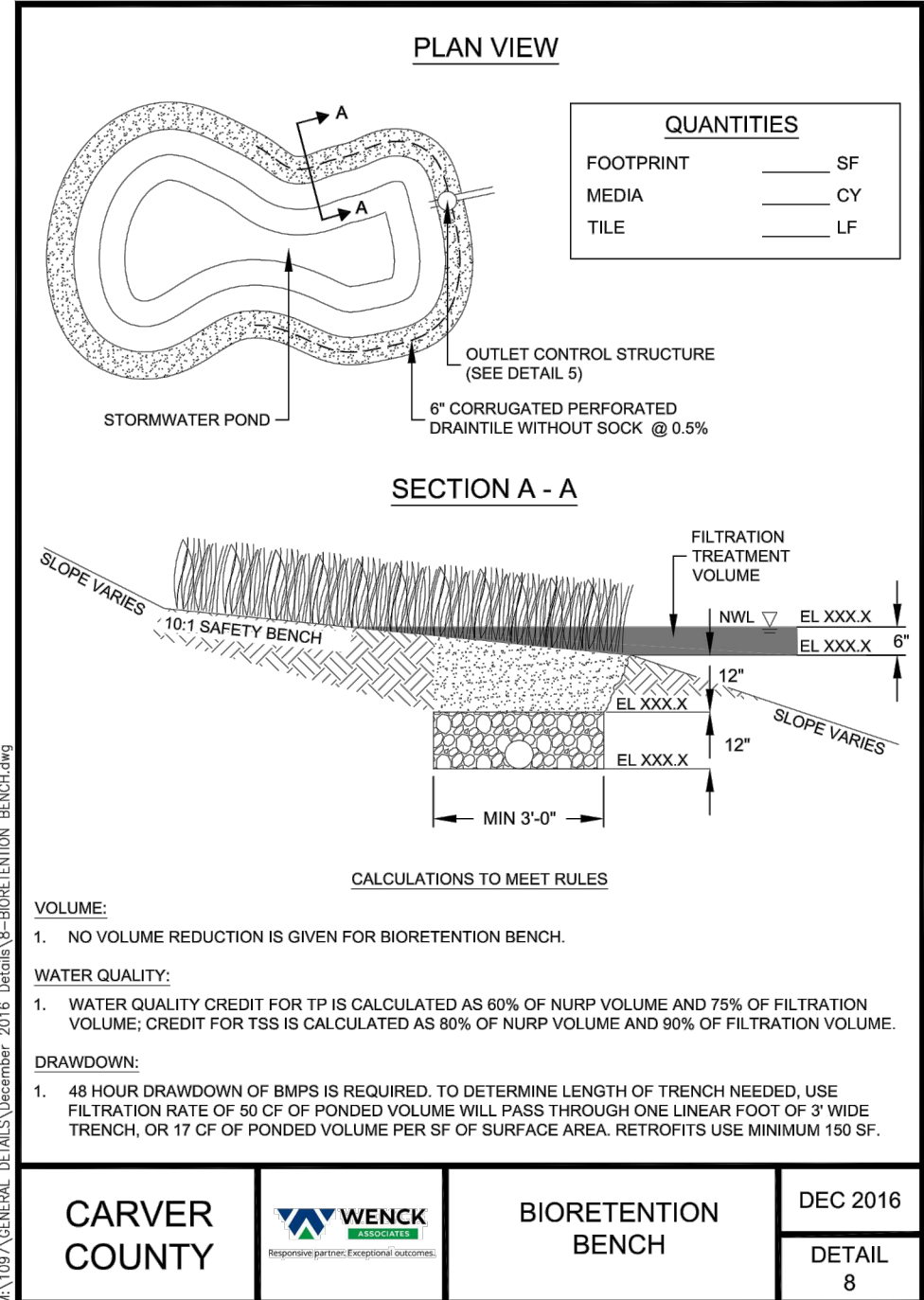
Revision History

| No.      | Date | By | Submittal / Revision |
|----------|------|----|----------------------|
| 07/07/20 |      |    | CITY SUBMITTAL       |
| 07/29/20 |      |    | CITY COMMENTS        |

Sheet Title  
DETAILS

Sheet No. Revision  
C9.03

Project No. 22254





GROUND COVER SCHEDULE

| PLANT SCHEDULE OVERALL |         |                                                   |      |            |
|------------------------|---------|---------------------------------------------------|------|------------|
| GROUND COVERS          | CODE    | BOTANICAL / COMMON NAME                           | CONT | QTY        |
|                        | 35-241  | MNDOT Seed Mix 35-241 / General Mesic Prairie Mix | Seed | 179,669 sf |
|                        | 25-151  | MNDOT Seed Mix 25-151 / High Maintenance Turf     | Seed | 32,644 sf  |
|                        | 33-261  | MNDOT Seed Mix 33-261 / Ponds and Wet Areas       | Seed | 4,793 sf   |
|                        | TUR HIG | Turf Sod Highland Sod / Sod                       | Sod  | 52,185 sf  |

CHASKA LANDSCAPE CODE

CALCULATIONS

TWO TREE PER 50 FEET OF PUBLIC STREET FRONT  
(1387 / 50) \* 2)

REQUIRED

56  
XX  
XX

PROPOSED

80  
XX  
XX

9.6.4.1 Tree Planting

a) In addition to general requirements for landscaping in all districts as set forth in Subsection 9.6.3, all new subdivisions shall be required to provide, at the Developer's expense, one overstory deciduous trees per every fifty (50) feet along public streets, on each side, minimum 2-½ inch caliper. The trees may be distributed throughout the subdivision and need not necessarily be spaced fifty (50) feet apart. Such required trees shall be planted within six (6) months of home occupancy. Credit for preservation of existing trees may be given as determined by the Community Development Department.

LEGEND

|                       |  |          |  |          |  |                              |  |
|-----------------------|--|----------|--|----------|--|------------------------------|--|
| PROPERTY LIMIT        |  | PROPOSED |  | EXISTING |  | STANDARD DUTY ASPHALT PAVING |  |
| CURB & GUTTER         |  |          |  |          |  | CONCRETE PAVING              |  |
| EASEMENT              |  |          |  |          |  | CONCRETE SIDEWALK            |  |
| BUILDING              |  |          |  |          |  |                              |  |
| RETAINING WALL        |  |          |  |          |  |                              |  |
| WETLAND LIMITS        |  |          |  |          |  |                              |  |
| TREELINE              |  |          |  |          |  |                              |  |
| LANDSCAPE EDING       |  |          |  |          |  |                              |  |
| STORM SEWER           |  |          |  |          |  |                              |  |
| SANITARY SEWER        |  |          |  |          |  |                              |  |
| FORCEMAIN (SAN.)      |  |          |  |          |  |                              |  |
| WATERMAIN             |  |          |  |          |  |                              |  |
| YARDDRAIN             |  |          |  |          |  |                              |  |
| LIMITS OF DISTURBANCE |  |          |  |          |  |                              |  |
| TREE PROTECTION FENCE |  |          |  |          |  |                              |  |
| SIGN                  |  |          |  |          |  |                              |  |
| PIPE BOLLARD          |  |          |  |          |  |                              |  |
| RIPRAP                |  |          |  |          |  |                              |  |

www.sambatek.com

12800 Whitewater Drive, Suite 300  
Minnetonka, MN 55343

763.476.6010 telephone  
763.476.8532 facsimile

Engineering | Surveying | Planning | Environmental

Client

LENNAR

Project

PIONEER VISTA

Location

CHASKA, MN

Certification

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

William L. Delaney

Registration No. 40252      Date: 07/07/2020

This certification is not valid unless wet signed in blue ink. If applicable, contact us for a wet signed copy of this survey which is available upon request at Sambatek, Minnetonka, MN office.

Summary

Designed: JEB

Drawn: CIS

Approved: ETL

Book / Page:

Phase: PRELIM.

Initial Issue: 07/07/2020

Revision History

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|----------|---------|----------------------|
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Sheet Title

OVERALL  
LANDSCAPING  
PLAN

Sheet No.    Revision

L1.01

Project No.

22254

8.A. Adopt Resolution 2020-67 and

Jul 29, 2020 - 2:37pm - User: Cuyyerson L:\PROJECTS\22254\CAD\Civil\Sheets\22254-L1-LSCP.dwg

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Client

**LENNAR**

Project  
**PIONEER VISTA**

Location  
**CHASKA, MN**

Certification

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William L. Delaney  
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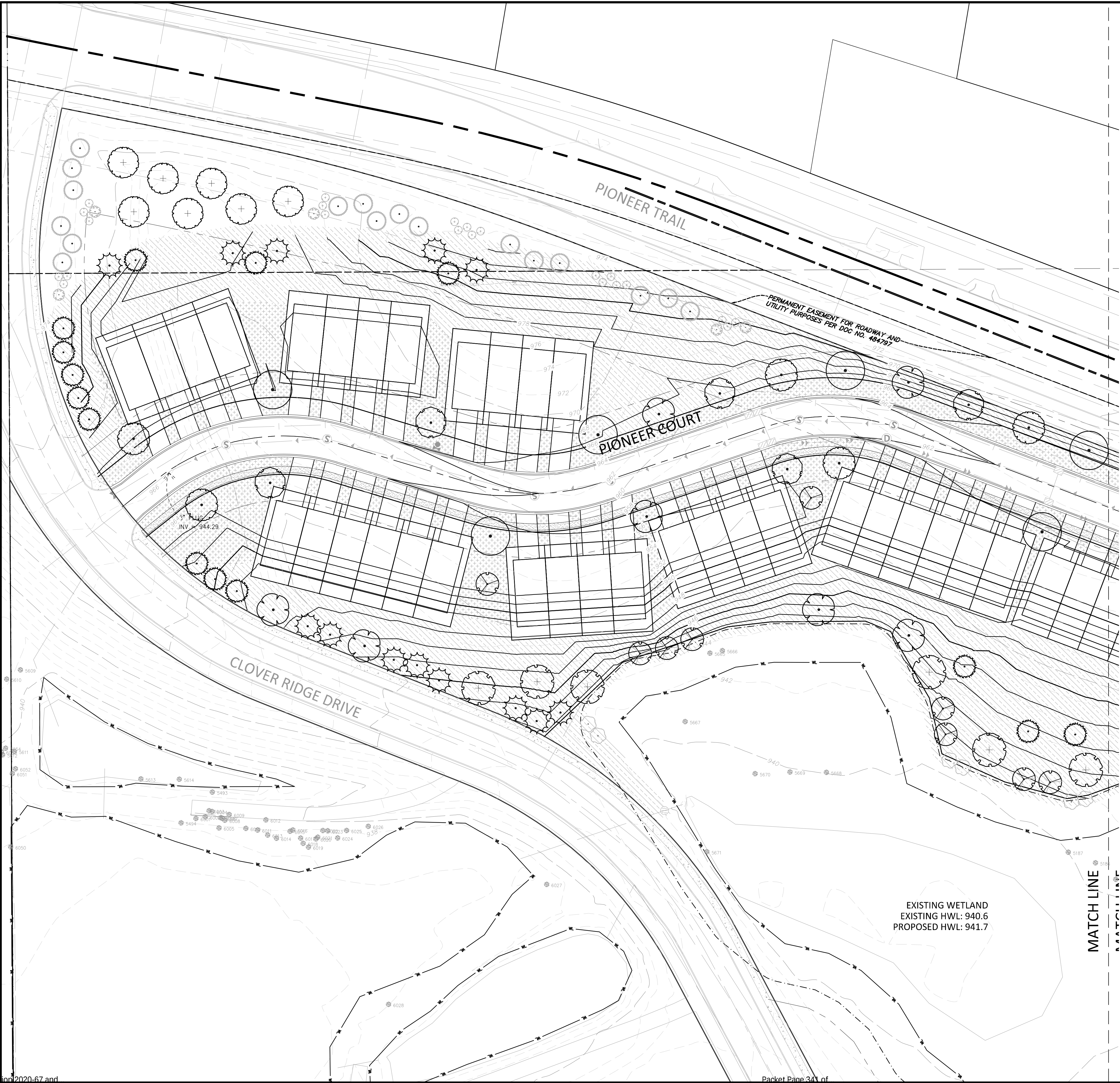
Revision History

| No.      | Date By | Submittal / Revision |
|----------|---------|----------------------|
| 07/07/20 |         | CITY SUBMITTAL       |
| 07/29/20 |         | CITY COMMENTS        |

Sheet Title  
**LANDSCAPING  
PLAN - WEST**

Sheet No. Revision  
**L1.02**

Project No. 22254

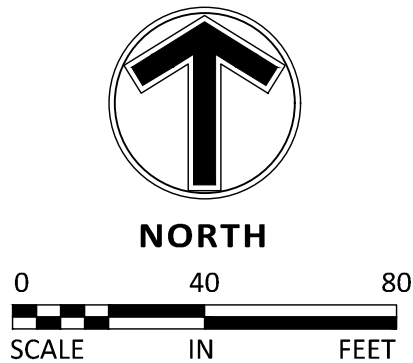


LEGEND

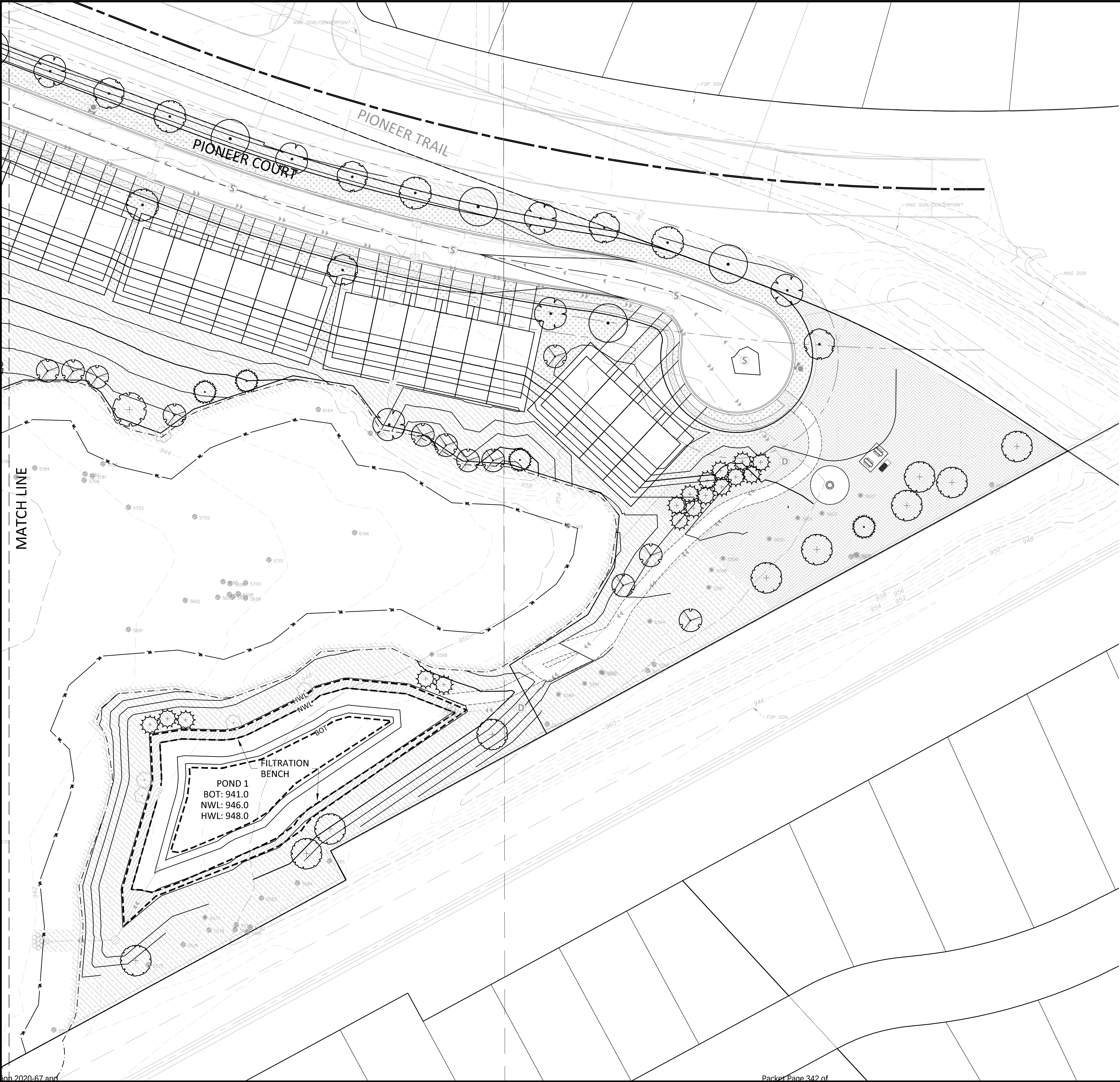
|                       | PROPOSED | EXISTING |                              |
|-----------------------|----------|----------|------------------------------|
| PROPERTY LIMIT        | ---      | ---      | STANDARD DUTY ASPHALT PAVING |
| CURB & GUTTER         | ---      | ---      | CONCRETE PAVING              |
| EASEMENT              | ---      | ---      | CONCRETE SIDEWALK            |
| BUILDING              | ---      | ---      |                              |
| RETAINING WALL        | ---      | ---      |                              |
| WETLAND LIMITS        | ---      | ---      |                              |
| TREELINE              | ---      | ---      |                              |
| LANDSCAPE EDING       | ---      | ---      |                              |
| STORM SEWER           | ---      | ---      |                              |
| SANITARY SEWER        | ---      | ---      |                              |
| FORCEMAIN (SAN.)      | ---      | ---      |                              |
| WATERMAIN             | ---      | ---      |                              |
| YARDDRAIN             | ---      | ---      |                              |
| LIMITS OF DISTURBANCE | ---      | ---      |                              |
| TREE PROTECTION FENCE | ---      | ---      |                              |
| SIGN                  | ---      | ---      |                              |
| PIPE BOLLARD          | ---      | ---      |                              |
| RIPRAP                | ---      | ---      |                              |

PLANT SCHEDULE

| PLANT SCHEDULE WEST                                                                   |      |                                                                   |       |         |      |     |
|---------------------------------------------------------------------------------------|------|-------------------------------------------------------------------|-------|---------|------|-----|
| TREES                                                                                 | CODE | BOTANICAL / COMMON NAME                                           | CONT  | CAL     | SIZE | QTY |
|    | SG   | Acer freemanii 'Sienna Glen' / Sienna Glen Maple                  | B & B | 2.5"Cal |      | 6   |
|    | RB   | Betula nigra 'Cully' TM / Heritage Birch                          | B & B | 2.5"Cal |      | 9   |
|    | HB   | Celtis occidentalis / Common Hackberry                            | B & B | 2.5"Cal |      | 7   |
|    | HL   | Gleditsia triacanthos 'Skyline' / Skyline Honey Locust            | B & B | 2.5"Cal |      | 5   |
|    | SO   | Quercus bicolor / Swamp White Oak                                 | B & B | 2.5"Cal |      | 6   |
|    | BO   | Quercus macrocarpa / Burr Oak                                     | B & B | 2.5"Cal |      | 7   |
|    | BL   | Tilia americana 'Boulevard' / Boulevard Linden                    | B & B | 2.5"Cal |      | 5   |
| CONIFERS                                                                              | CODE | BOTANICAL / COMMON NAME                                           | CONT  | CAL     | SIZE | QTY |
|   | JVI  | Juniperus virginiana / Eastern Red Cedar                          | B & B |         | 6'   | 17  |
|  | BS   | Picea glauca densata / Black Hills Spruce                         | B & B |         | 6'   | 13  |
|  | WP   | Pinus strobus / White Pine                                        | B & B |         | 6'   | 14  |
| SHRUBS                                                                                | CODE | BOTANICAL / COMMON NAME                                           | CONT  |         |      | QTY |
|  | FNG  | Forsythia x 'Northern Gold' / Northern Gold Forsythia             | 5 gal |         |      | 22  |
|  | SDI  | Salix discolor / Pussy Willow                                     | 5 gal |         |      | 6   |
|  | SRS  | Sambucus racemosa 'Sutherland Golden' / Cutleaf Golden Elderberry | 5 gal |         |      | 5   |







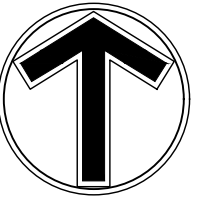
LEGEND

|                       |          |          |                              |  |
|-----------------------|----------|----------|------------------------------|--|
| PROPERTY LIMIT        | PROPOSED | EXISTING | STANDARD DUTY ASPHALT PAVING |  |
| CURB & GUTTER         |          |          | CONCRETE PAVING              |  |
| EASEMENT              |          |          | CONCRETE SIDEWALK            |  |
| BUILDING              |          |          |                              |  |
| RETAINING WALL        |          |          |                              |  |
| WETLAND LIMITS        |          |          |                              |  |
| TREELINE              |          |          |                              |  |
| LANDSCAPE EDING       |          |          |                              |  |
| STORM SEWER           |          |          |                              |  |
| SANITARY SEWER        |          |          |                              |  |
| FORCEMAIN (SAN.)      |          |          |                              |  |
| WATERMAIN             |          |          |                              |  |
| YARDDRAIN             |          |          |                              |  |
| LIMITS OF DISTURBANCE |          |          |                              |  |
| TREE PROTECTION FENCE |          |          |                              |  |
| SIGN                  |          |          |                              |  |
| PIPE BOLLARD          |          |          |                              |  |
| RIPRAP                |          |          |                              |  |

PLANT SCHEDULE

PLANT SCHEDULE EAST

| TREES    | CODE | BOTANICAL / COMMON NAME                                | CONT  | CAL      | SIZE | QTY |
|----------|------|--------------------------------------------------------|-------|----------|------|-----|
|          | SG   | Acer freemanii 'Sienna Glen' / Sienna Glen Maple       | B & B | 2.5" Cal |      | 4   |
|          | RB   | Betula nigra 'Cully' TM / Heritage Birch               | B & B | 2.5" Cal |      | 12  |
|          | HB   | Celtis occidentalis / Common Hackberry                 | B & B | 2.5" Cal |      | 6   |
|          | HL   | Gleditsia triacanthos 'Skyline' / Skyline Honey Locust | B & B | 2.5" Cal |      | 4   |
|          | SO   | Quercus bicolor / Swamp White Oak                      | B & B | 2.5" Cal |      | 1   |
|          | BO   | Quercus macrocarpa / Burr Oak                          | B & B | 2.5" Cal |      | 10  |
|          | BL   | Tilia americana 'Boulevard' / Boulevard Linden         | B & B | 2.5" Cal |      | 5   |
| CONIFERS | CODE | BOTANICAL / COMMON NAME                                | CONT  | CAL      | SIZE | QTY |
|          | BF   | Abies balsamea / Balsam Fir                            | B & B |          | 6'   | 17  |
|          | WP   | Pinus strobus / White Pine                             | B & B |          | 6'   | 4   |
| SHRUBS   | CODE | BOTANICAL / COMMON NAME                                | CONT  |          |      | QTY |
|          | SDI  | Salix discolor / Pussy Willow                          | 5 gal |          |      | 5   |



0 40 80  
SCALE IN FEET

Client



Project  
**PIONEER VISTA**

Location  
**CHASKA, MN**

Certification

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William L. Delaney  
Registration No. 40252 Date: 07/07/2020

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Summary

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Revision History

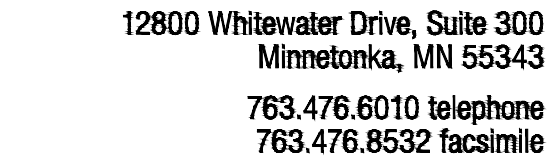
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| 07/07/20 |         | CITY SUBMITTAL       |
| 07/29/20 |         | CITY COMMENTS        |

Sheet Title  
**LANDSCAPING  
PLAN - EAST**

Sheet No. Revision  
**L1.03**

Project No. 22254





## Client

# Project PIONEER VISTA

# Certification

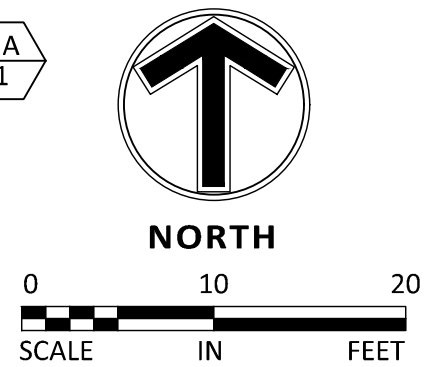
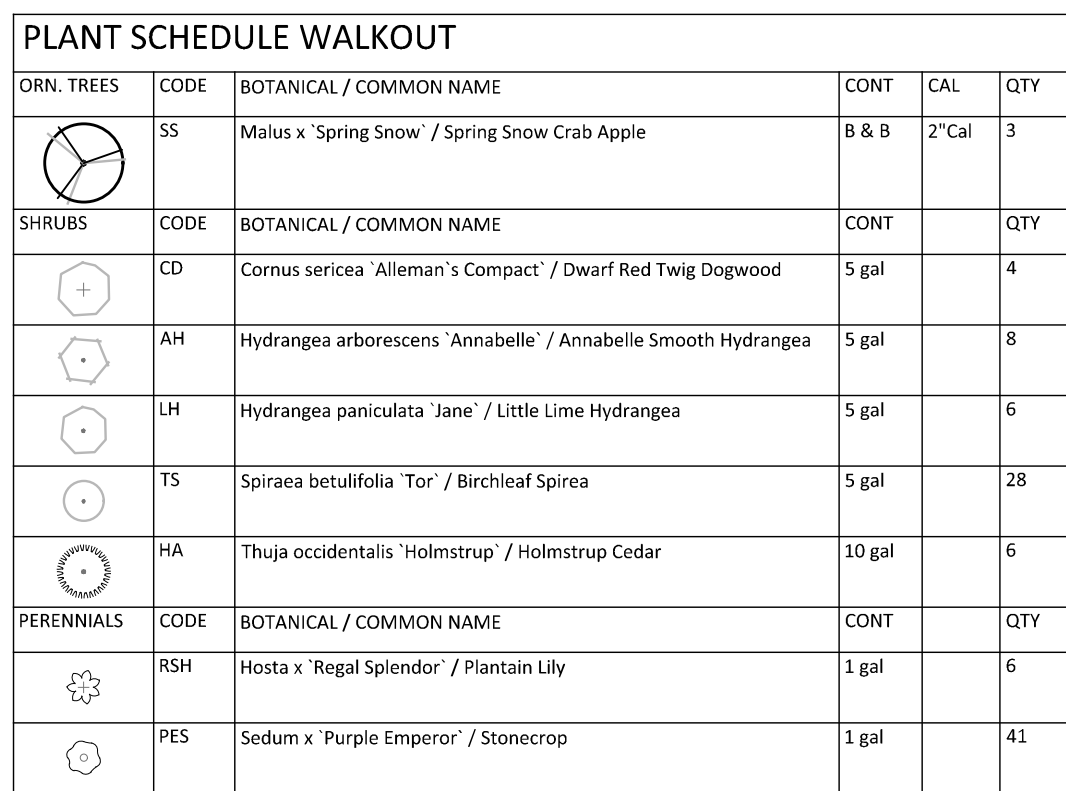
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# Summary

|                |                           |
|----------------|---------------------------|
| Designed: JEB  | Drawn: CJS                |
| Approved: ETL  | Book / Page:              |
| Phase: PRELIM. | Initial Issue: 07/07/2020 |

**Sheet Title**  
**LANDSCAPE**  
**DETAILS AND**  
**NOTES**

**Project No.** 22254



## Packet Page 343 of

**GENERAL NOTES:**

- PLANTING NOTES:**

1. NO PLANTS SHALL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
2. A GRANULAR PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANT BEDS AT THE MANUFACTURER'S RECOMMENDED RATE PRIOR TO PLANT INSTALLATION.
3. ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-Z60.1-2003, TESTED BY THE NATIONAL ASSOCIATION OF NURSERMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS.
4. OVERSTORY TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE PLANTED SURFACES.
5. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE LANDSCAPE LEGEND.
6. PLANT MATERIALS TO BE INSTALLED PER PLANTING DETAILS.
7. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
8. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION.
9. NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS PROVIDED IN WRITING BY THE LANDSCAPE ARCHITECT.
10. ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIALS PRIOR TO INSTALLATION.
11. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
12. MULCH: DOUBLE SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DETRIMENTAL MATERIAL, IN ALL MASS PLANTING BEDS AND FOR TREES, UNLESS INDICATED AS ROCK MULCH ON DRAWINGS. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY ON-SITE FOR APPROVAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 3" FOR SHRUB BEDS, TREE RINGS, AND 3" FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED.
13. BUILDING MAINTENANCE STRIP: WHERE NO LANDSCAPE PLANTING BEDS EXIST ADJACENT TO A BUILDING FOUNDATION, CONTRACTOR SHALL INSTALL A 16" MULCH MAINTENANCE STRIP.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLANS.
15. USE ANTI-DESICCANT (WILTPROOF OR APPROVED EQUIV) ON DECIDUOUS PLANTS MOVED IN LEAF AND FOR EVERGREENS MOVED ANYTIME. APPLY AS PER MANUFACTURER'S INSTRUCTION. ALL EVERGREENS SHALL BE SPRAYED IN THE LATE FALL FOR WINTER PROTECTION DURING WARRANTY PERIOD.
16. WRAP ALL SMOOTH-BARKED DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO DECEMBER 1 AND REMOVE WRAPPING AFTER MAY 1. TREE WRAPPING MATERIAL SHALL BE WHITE TWO-WALLED PLASTIC SHEETING APPLIED FROM TRUNK FLARE TO THE FIRST BRANCH.
17. ALL DECIDUOUS, PINE, AND LARCH PLANTINGS SHALL RECEIVE RODENT PROTECTION PER MNDOT 2571.33.2
18. PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE FRIABLE LOAM CONTAINING A LIBERAL AMOUNT (4% MIN.) OF HUMUS AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH MNDOT SPECIFICATION 3877 TYPE B SELECT TOPSOIL. MIXTURE SHALL BE FREE FROM HARDPAK SUBSOIL, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1 AND 7.5 AND 10-10-10 FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS, INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED IN A 6" LAYER AND ROTO-TILLING IT INTO THE TOP 12" OF SOIL AT A 1:1 RATIO; ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED.
19. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THAT EACH EXCAVATED TREE AND SHRUB PIT

**TURF NOTES:**

TURF ESTABLISHMENT SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE M/MDOT 2105 AND 2575 EXCEPT AS MODIFIED BELOW:

1. ALL AREAS TO RECEIVE SOD SHALL ALSO RECEIVE 6" OF TOPSOIL PRIOR TO INSTALLING SOD. TOPSOIL SHALL BE FREE OF TREE ROOTS, STUMPS, BUILDING MATERIAL, AND TRASH, AND SHALL BE FREE OF STONES LARGER THAN 1 1/2" INCHES IN ANY DIMENSION.
2. WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF DRIVE, WALK, OR RAMP.
3. SOD SHALL BE Laid PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, SOD SHALL BE STAKED SECURELY.
4. TURF ON ALL OTHER AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED BY SEEDING, MULCHING AND FERTILIZING. SEED MIXTURE NO.25-121 WILL BE PLACED AT THE RATE OF 65 POUNDS PER ACRE.
5. ALL DISTURBED AREAS TO BE TURF SEED, ARE TO RECEIVE 6" TOP SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. FOR SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES INSTALL EROSION CONTROL BLANKET.
6. ALL DISTURBED AREAS TO RECEIVE NATIVE SEED, ARE TO RECEIVE PLANTING SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. FOR SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES INSTALL EROSION CONTROL BLANKET.

1. ALL STREET AND PARKING LOT TREES SHALL BE LIMBED UP TO THE FOLLOWING HEIGHTS:
  - 1.1. 2" CAL. TREES: LOWEST BRANCH 6' HT.
  - 1.2. 3" CAL.+ TREES: LOWEST BRANCH 7' HT.
2. TREE CANOPY WIDTH SHALL BE RELATIVE TO HEIGHT/CALIPER OF TREE AND TYPE OF TREE.
  - 2.1. 1" CALIPER/6-8' HT. 3-4' WIDTH MIN.
  - 2.2. 2" CALIPER/12-14' HT. 4-5' WIDTH MIN.
  - 2.3. 3" CALIPER/14-16' HT. 6-7' WIDTH MIN.
3. CANOPY TREES SHALL NOT HAVE CO-DOMINATE LEADERS IN LOWER HALF OF TREE CROWN.
4. ALL TREES SHALL HAVE SYMMETRICAL OR BALANCED BRANCHING ON ALL SIDES OF THE TREE.
5. TREES SHALL NOT BE TIPPED PRUNED.
6. TREES AND THE RULE OF PHYSICAL DAMAGE FROM SHIPPING AND HANDLING. DAMAGED TREES SHALL BE REJECTED.
7. SUMMER DUG TREES SHALL HAVE ROOTBALL SIZE INCREASED BY 20%
8. TREES WHICH EXCEED RECOMMENDED CALIPER TO HEIGHT RELATIONSHIP SHALL BE REJECTED.

**IRRIGATION NOTES:**

1. IRRIGATION SYSTEM TO BE DESIGN/BUILD. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL OF SYSTEM LAYOUT PRIOR TO INSTALLATION.
2. ALL SOD TO RECEIVE SPRAY OR ROTOR IRRIGATION HEADS WITH MINIMUM DESIGN OF 1" IRRIGATION PER WEEK.
3. ALL PLANT BEDS TO RECEIVE DRIP LINE IRRIGATION , WITH A MINIMUM DESIGN OF .25" IRRIGATION PER WEEK.



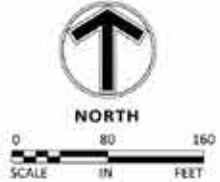


07.29.2020

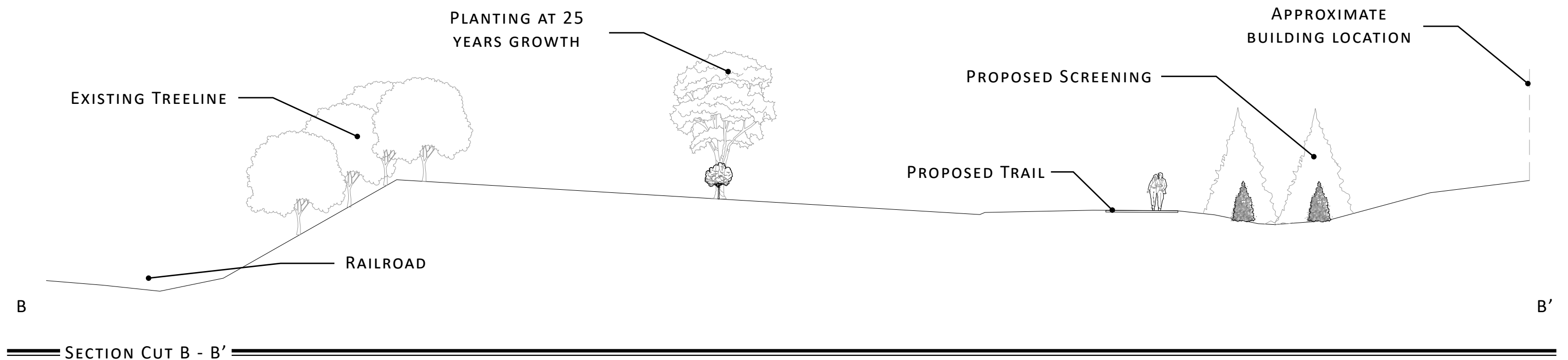
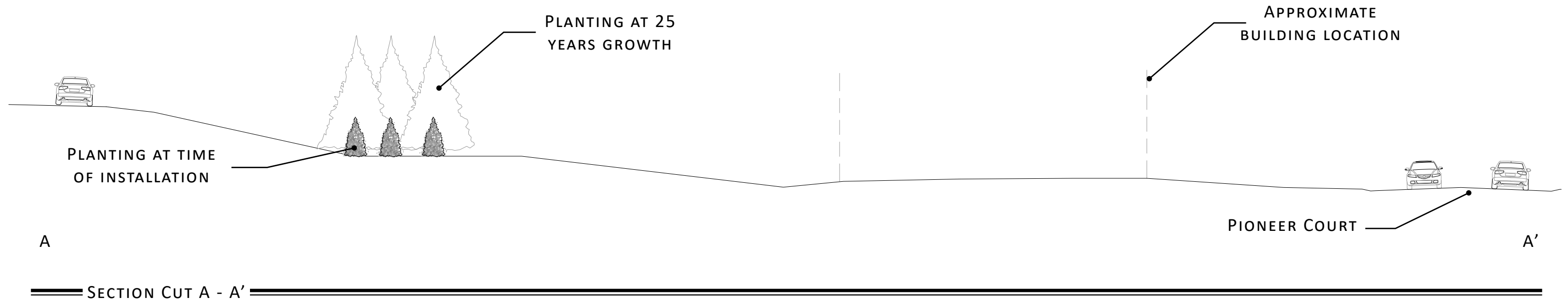
# PIONEER VISTA

CHASKA, MN

54 UNIT RESIDENTIAL NEIGHBORHOOD SITE PLAN  
 Packet Page 344 of...



































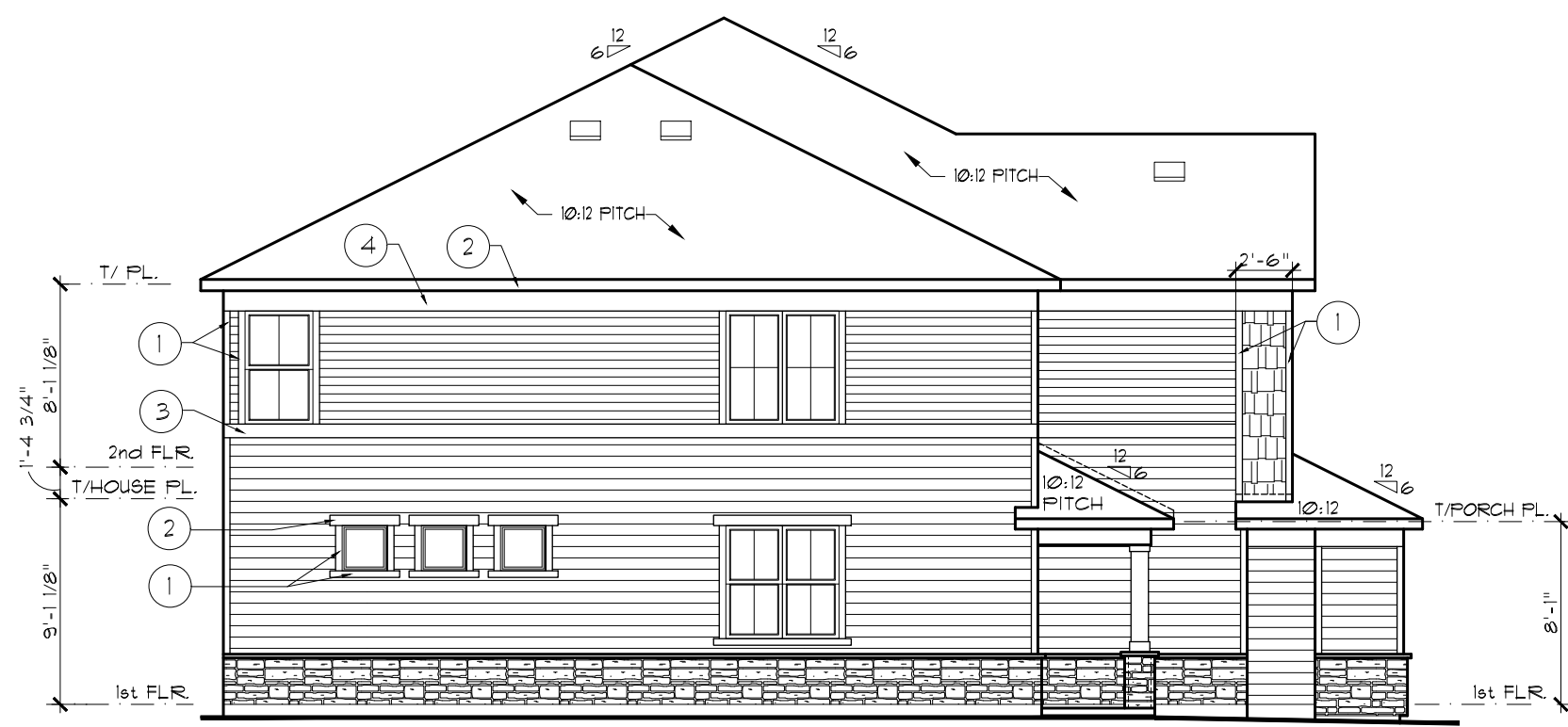












## 09 SIDE ELEV. STONE END

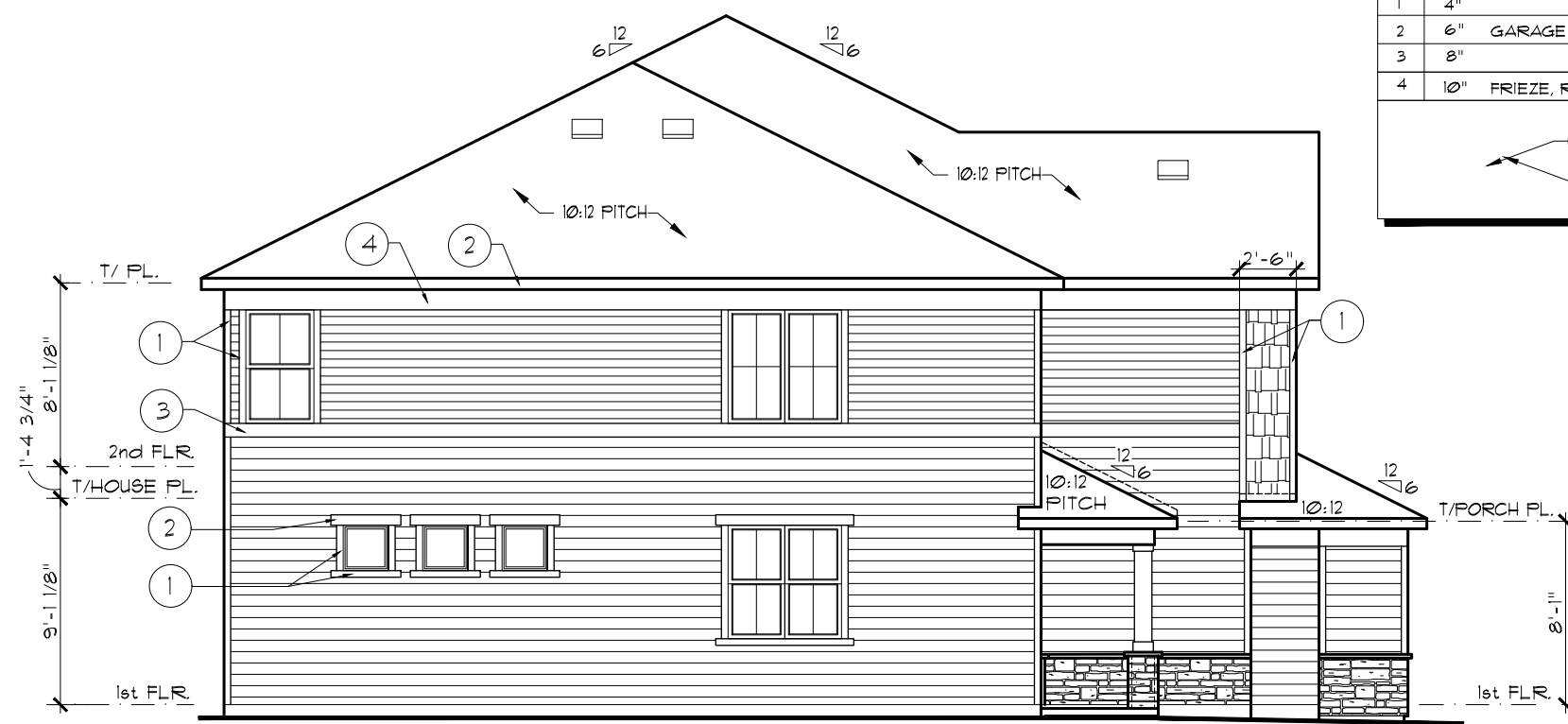
SCALE: 1/8" = 1'-0"

### ELEVATION NOTES:

- STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.
- BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.

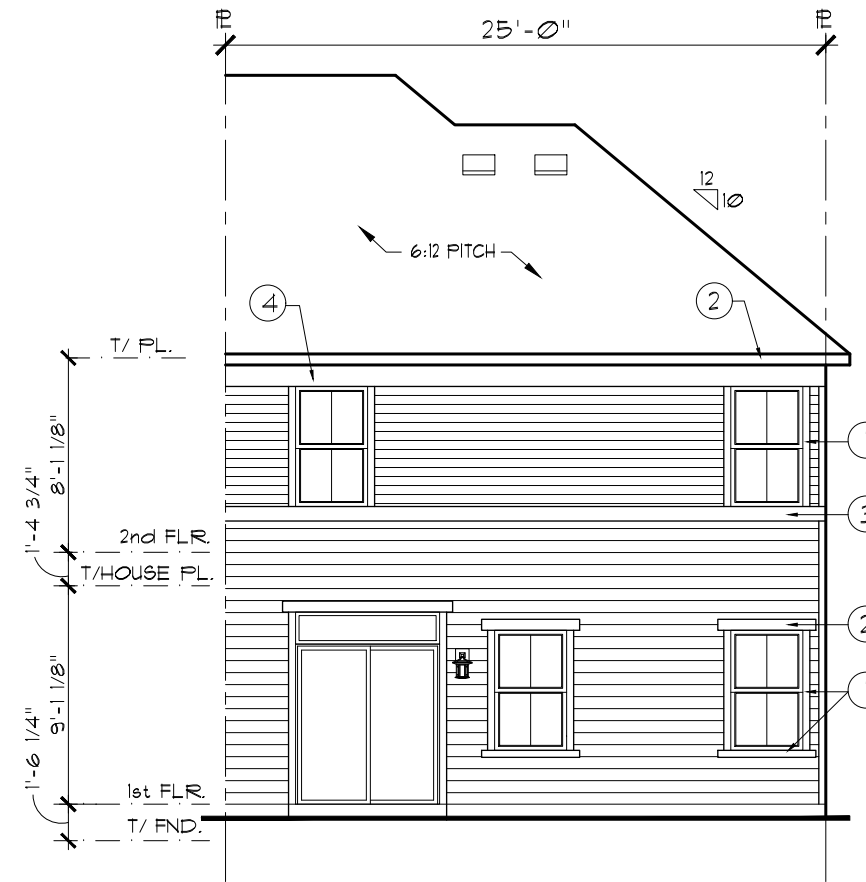
### EXTERIOR TRIM KEY

| 1 | 4"  |                                                      |
|---|-----|------------------------------------------------------|
| 2 | 6"  | GARAGE INNER JAMBS, WINDOW SILLS, GABLE RAKE, FASCIA |
| 3 | 8"  |                                                      |
| 4 | 10" | FRIEZE, RETURNS                                      |
|   |     | KEYNOTE SYMBOL                                       |
|   |     | MATERIAL ON TRIM KEY                                 |
|   |     | LOCATION OF MATERIAL                                 |



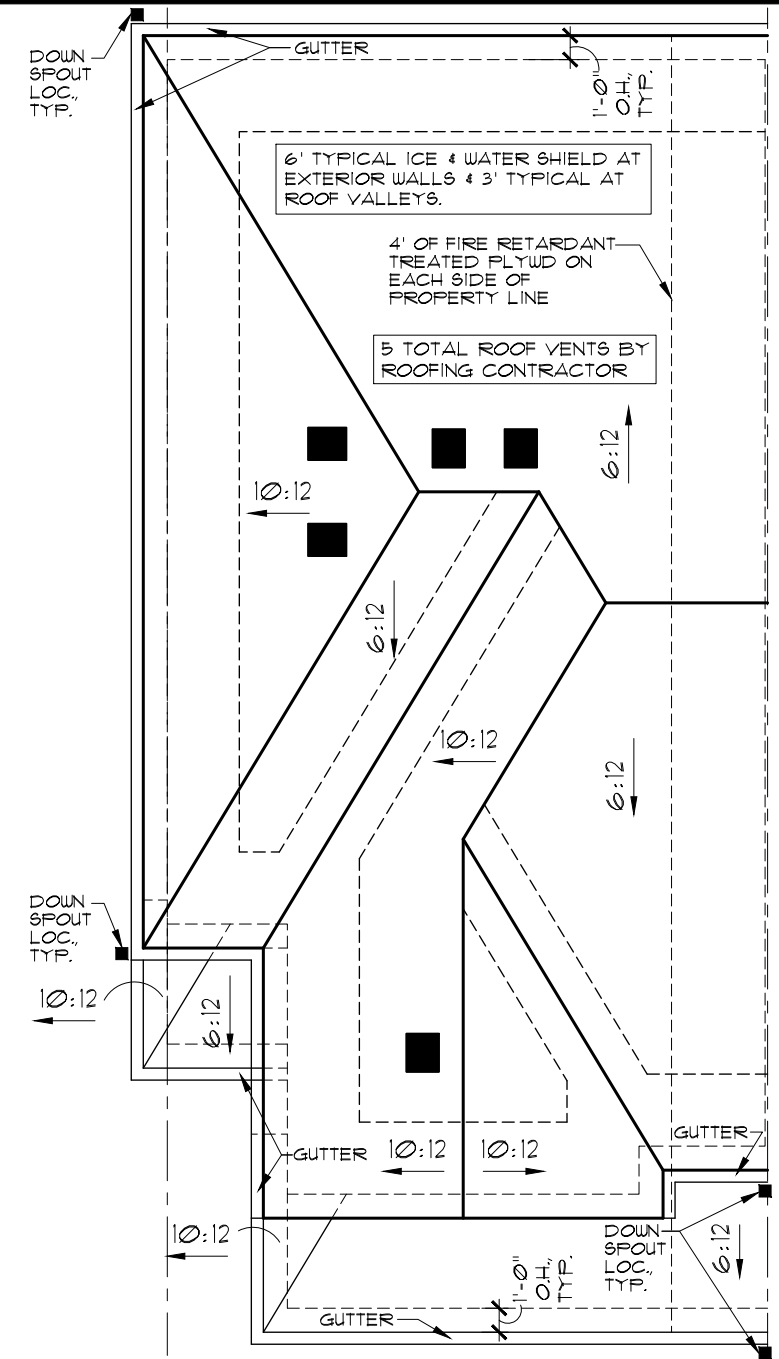
## 02 SIDE ELEV. SIDING END

SCALE: 1/8" = 1'-0"



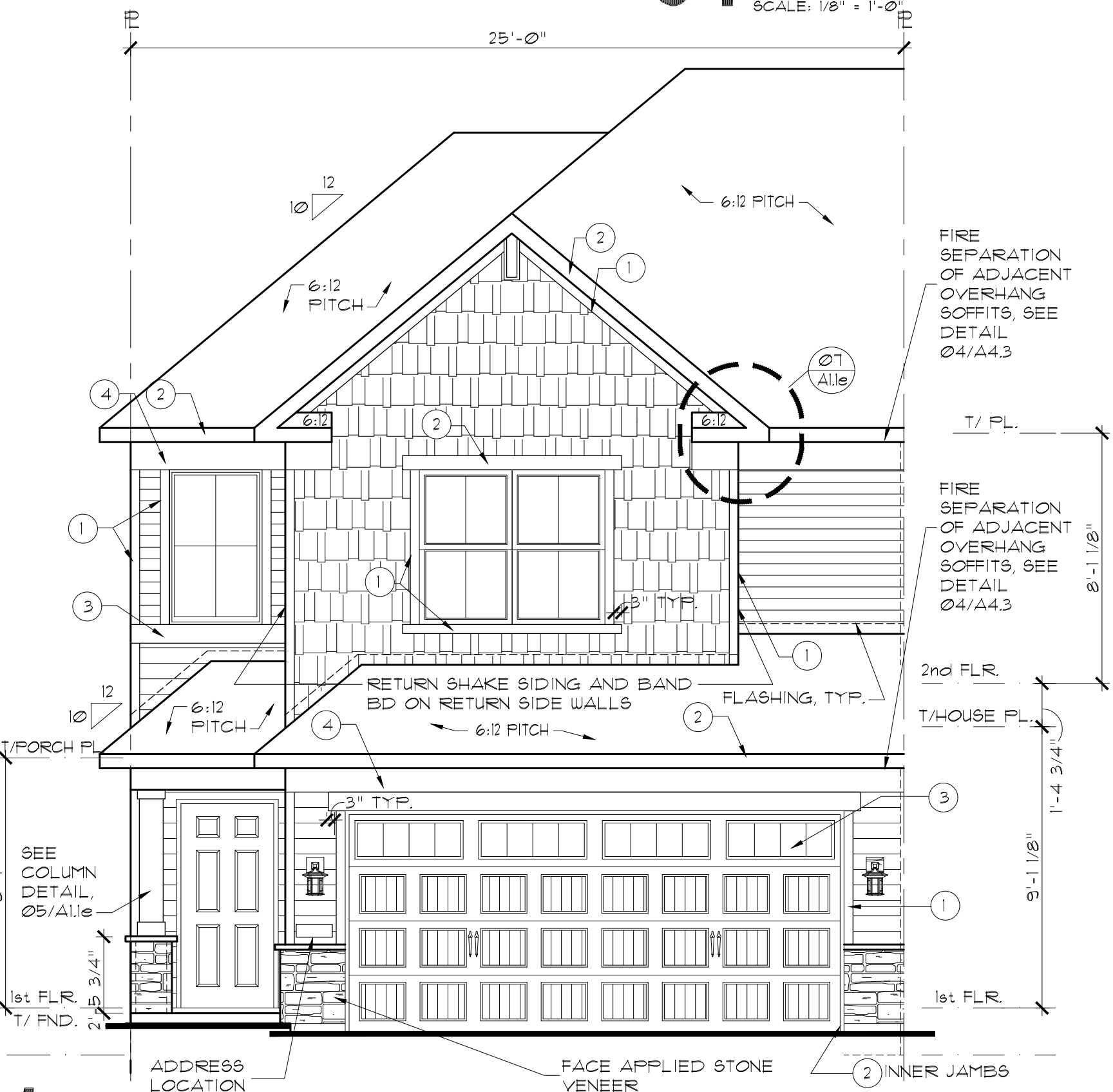
## 03 REAR ELEVATION

SCALE: 1/8" = 1'-0"



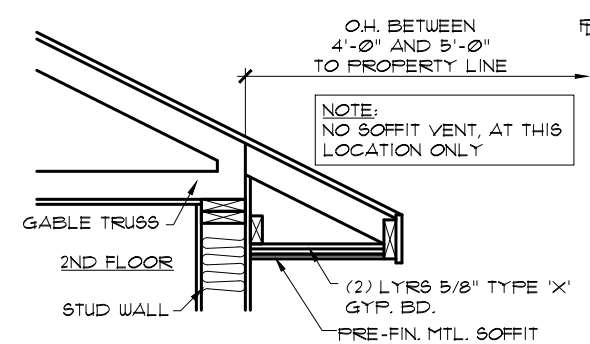
## 04 ROOF PLAN

SCALE: 1/8" = 1'-0"



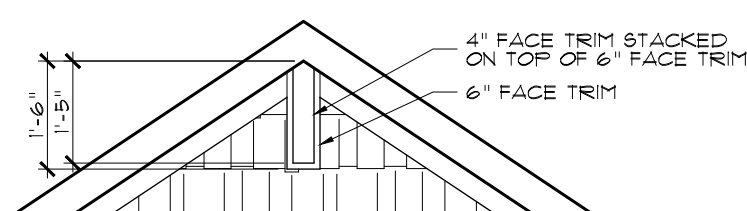
## 01 FRONT ELEVATION - END UNIT (ELEV. C)

SCALE: 1/4" = 1'-0"



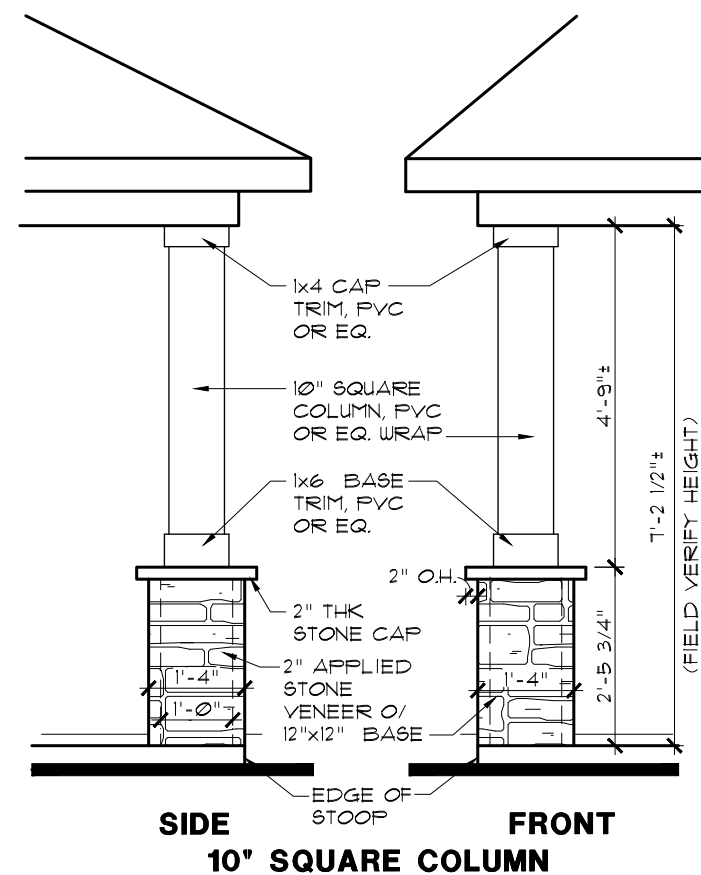
## 07 FIRE-RATED EAVE

SCALE: 1/2" = 1'-0"



## 08 GABLE TRIM DETAIL

SCALE: 3/8" = 1'-0"



## 05 COLUMN DETAIL

SCALE: 3/8" = 1'-0"

| REV. # | DATE     | REMARKS                |
|--------|----------|------------------------|
| 1      | 6-5-19   | ISSUE FOR CONSTRUCTION |
| 2      | 10-31-19 | Q1 2020 PLAN REVISIONS |
| 2      | 12-6-19  | FRAME WALK REVISIONS   |
| 2      | 01-31-20 | Q2 2020 PLAN REVISIONS |
| 4      | 3-2-20   | CHANGED FORCH COLUMN   |

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|               |         |       |                     |              |          |          |          |                |              |          |
|---------------|---------|-------|---------------------|--------------|----------|----------|----------|----------------|--------------|----------|
| FILE NAME:    | EC08A11 | MODEL | RALEIGH E/1         | SET NO.      | EC08     | DRAWN BY | CGW, SRE | COMMUNITY NAME | FALMOOR GLEN | END UNIT |
| SHEET NUMBER: | A1.10   | SHEET | ELEVATIONS/ROOF PLN | OPTION INFO: | END UNIT |          |          |                |              |          |

LENNAR®



1. STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.

2. BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.

| EXTERIOR TRIM KEY |     |                                                    |
|-------------------|-----|----------------------------------------------------|
| 1                 | 4"  |                                                    |
| 2                 | 6"  | GARAGE INNER JAMB, WINDOW SILL, GABLE RAKE, FAUCET |
| 3                 | 8"  |                                                    |
| 4                 | 10" | FRIEZE, RETURN                                     |

KEYNOTE SYMBOL

MATERIAL ON TRIM KEY

LOCATION OF MATERIAL

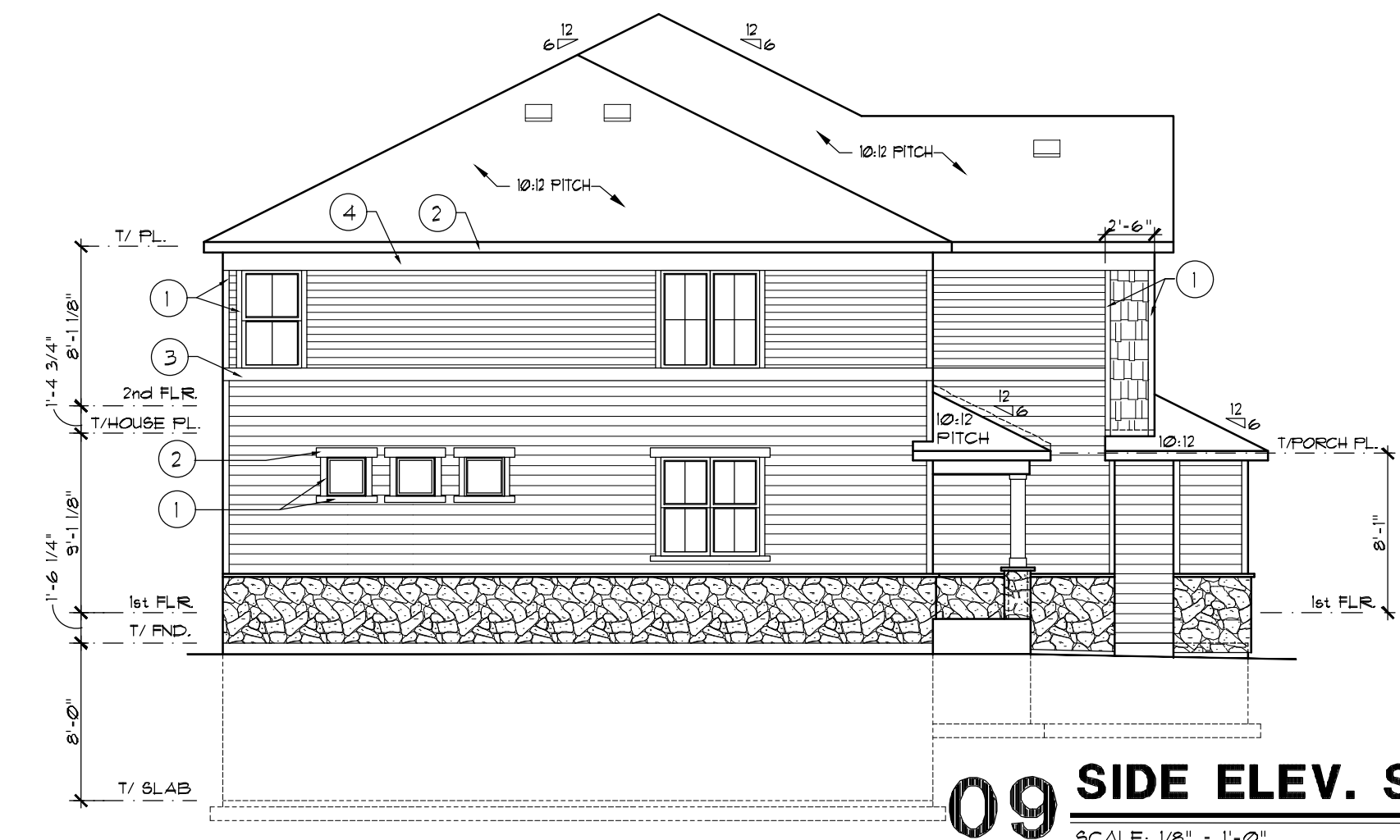


| REV. # | DATE     | REMARKS                |
|--------|----------|------------------------|
|        | 6-5-19   | ISSUE FOR CONSTRUCTION |
| 1      | 10-31-19 | Q1 2020 PLAN REVISIONS |
| 2      | 12-6-19  | FRAME WALK REVISIONS   |
| 2      | 01-31-20 | Q2 2020 PLAN REVISIONS |
| 4      | 3-2-20   | CHANGED PORCH COLUMN   |
|        |          |                        |

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|                                 |                               |                |           |
|---------------------------------|-------------------------------|----------------|-----------|
| FILE NAME:<br>ECOBall<br>XREF6: | LENNAR®                       |                |           |
|                                 | MODEL                         | SET NO.        |           |
|                                 | RALEIGH E/1                   | ECOB           |           |
|                                 |                               | DRAWN BY       | CRAW, SRE |
|                                 | SHEET                         | COMMUNITY NAME |           |
|                                 | ELEVATIONS/ROOF PLAN          | FALMOOR GLEN   |           |
| SHEET NUMBER:<br><b>A1.11</b>   | OPTION INFO:<br>INTERIOR UNIT | INTERIOR UNIT  |           |





**09 SIDE ELEV. STONE END**  
SCALE: 1/8" = 1'-0"



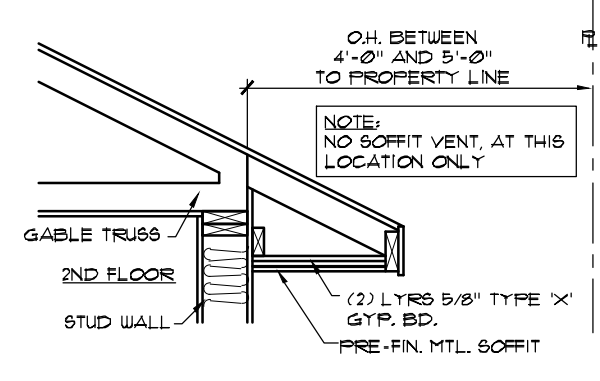
**02 SIDE ELEV. SIDING END**  
SCALE: 1/8" = 1'-0"

**ELEVATION NOTES:**

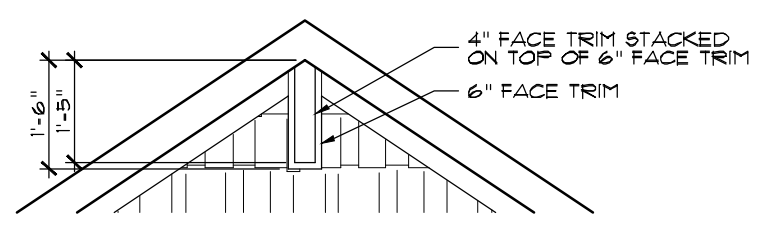
1. STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.
2. BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.

| EXTERIOR TRIM KEY |                                                         |
|-------------------|---------------------------------------------------------|
| 1                 | 4"                                                      |
| 2                 | 6" GARAGE INNER JAMBS, WINDOW SILLS, GABLE RAKE, FASCIA |
| 3                 | 8"                                                      |
| 4                 | 10" FRIEZE, RETURNS                                     |

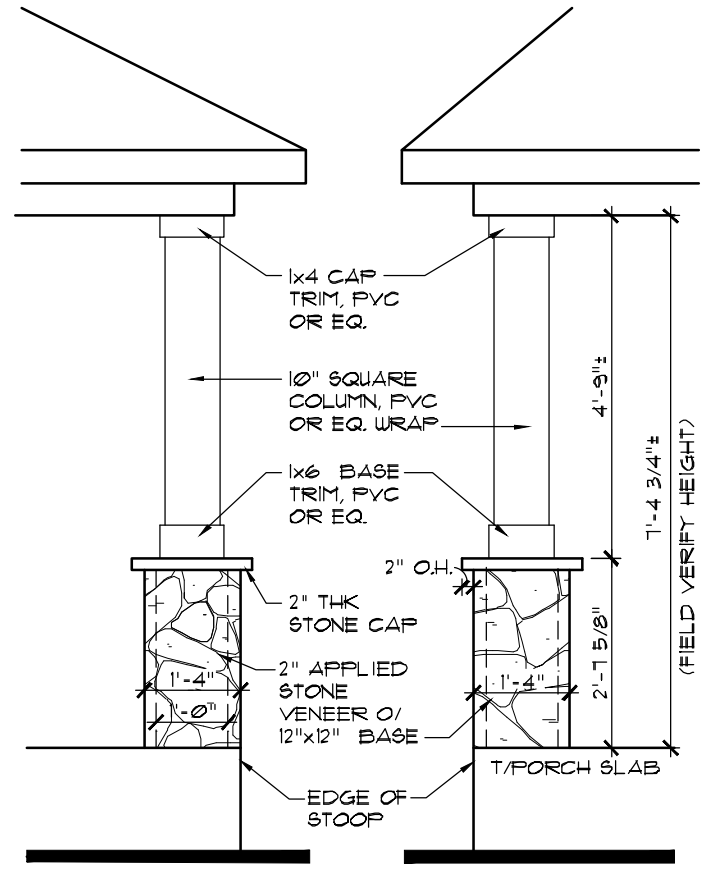
KEYNOTE SYMBOL  
MATERIAL ON TRIM KEY  
LOCATION OF MATERIAL



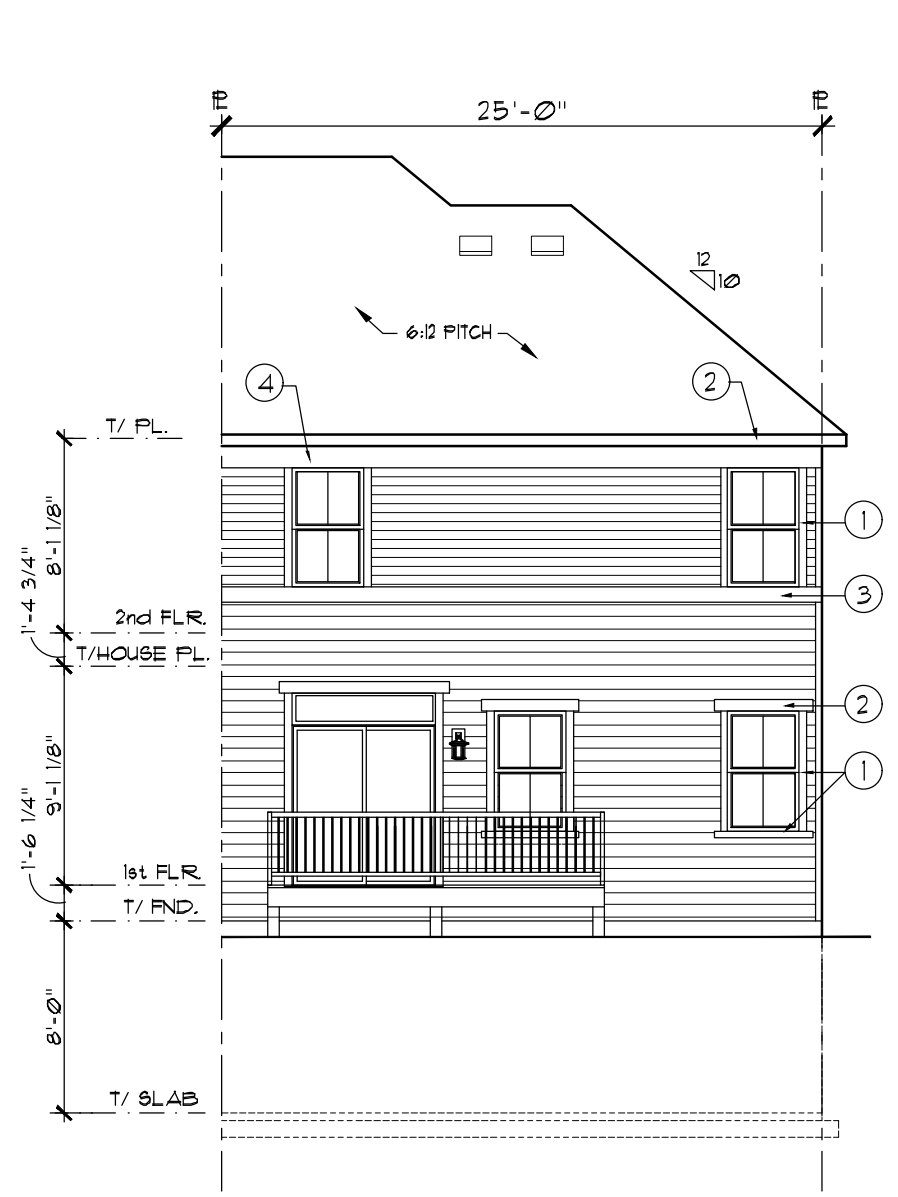
**07 FIRE-RATED EAVE**  
SCALE: 1/2" = 1'-0"



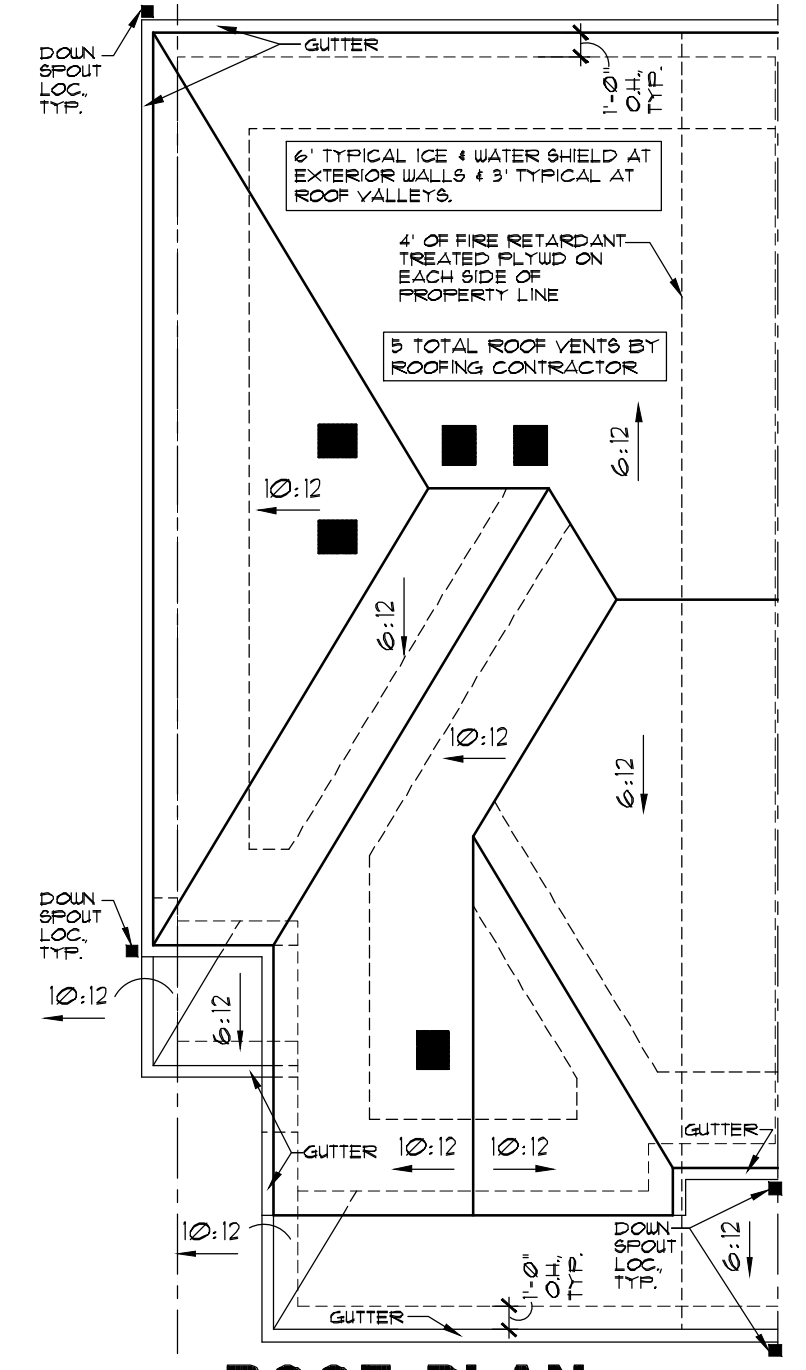
**08 GABLE TRIM DETAIL**  
SCALE: 3/8" = 1'-0"



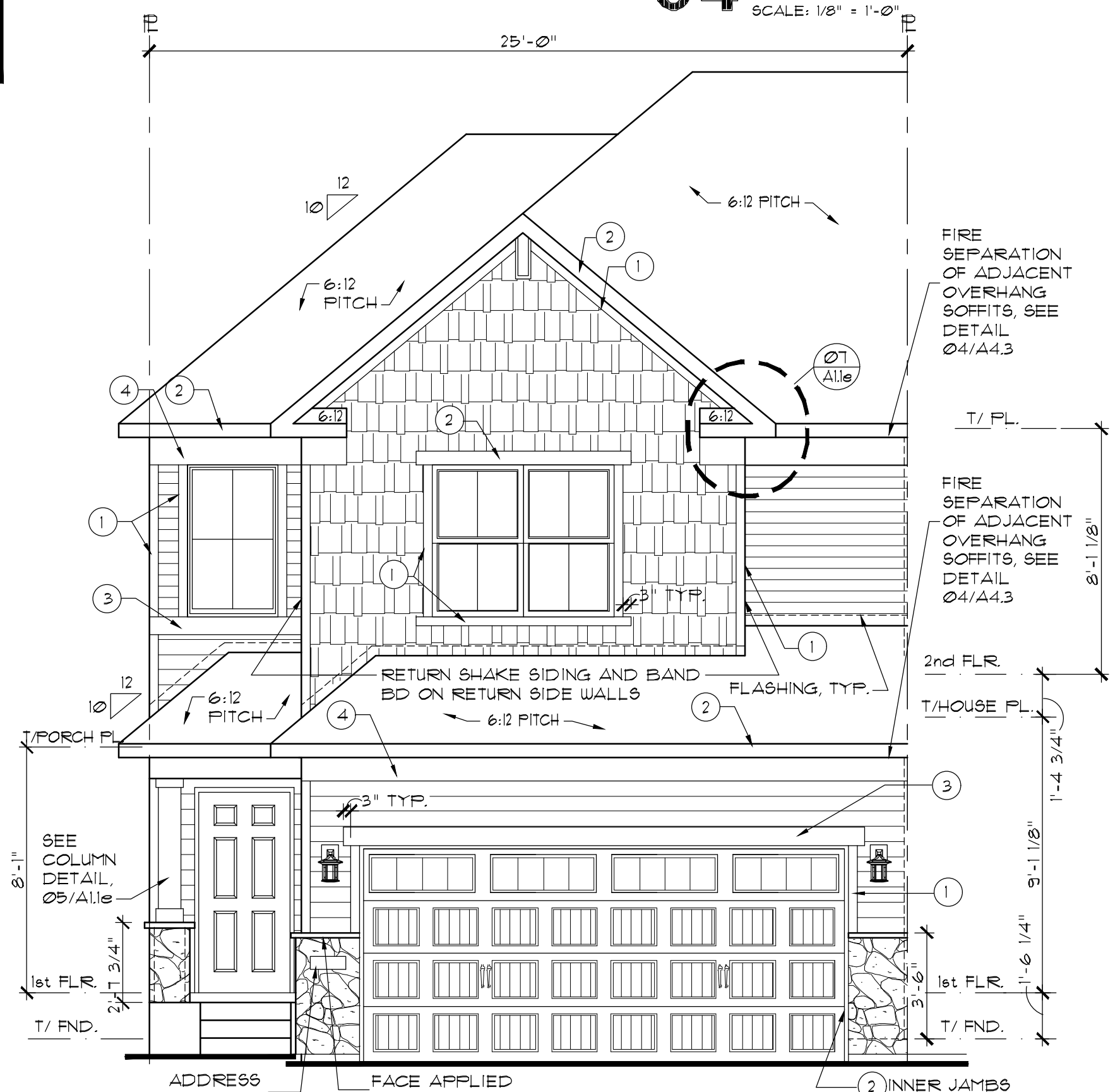
**05 COLUMN DETAIL**  
SCALE: 3/8" = 1'-0"



**03 REAR ELEVATION**  
SCALE: 1/8" = 1'-0"



**04 ROOF PLAN**  
SCALE: 1/8" = 1'-0"

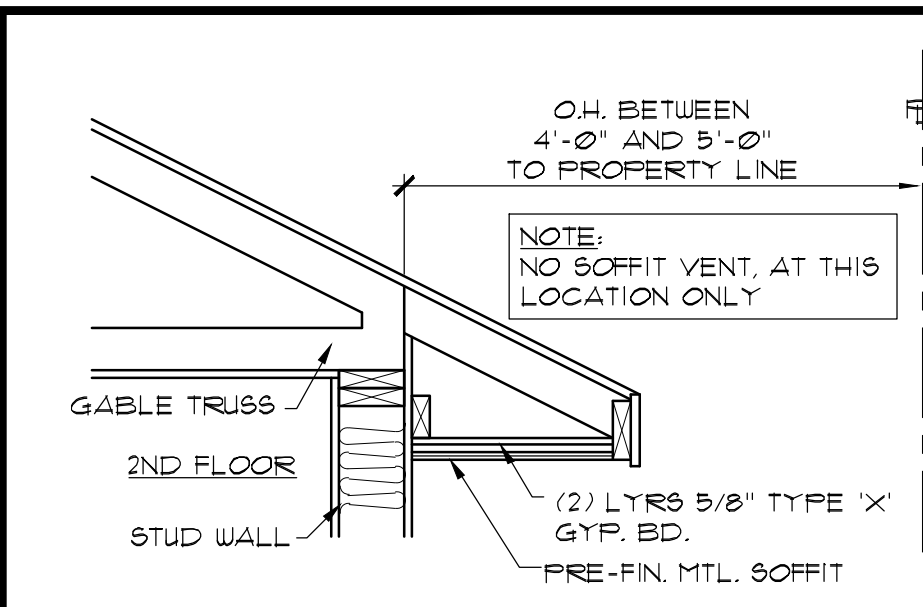


**01 FRONT ELEVATION - END UNIT (ELEV. C)**  
SCALE: 1/4" = 1'-0"

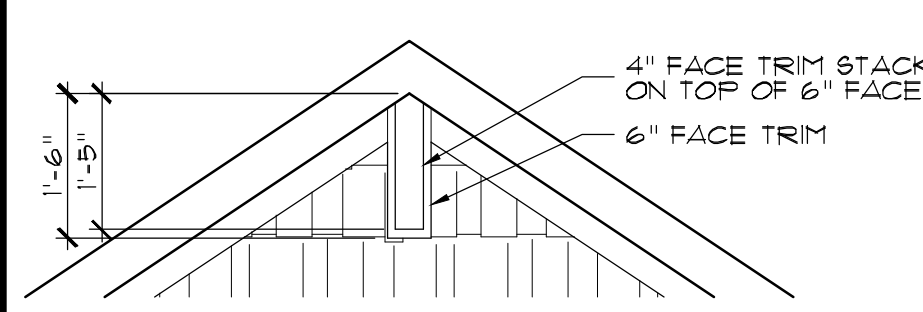
| REV. # | DATE     | REMARKS                |
|--------|----------|------------------------|
| 1      | 6-1-18   | ISSUE FOR CONSTRUCTION |
| 2      | 10-31-19 | Q1 2020 PLAN REVISIONS |
| 3      | 01-31-20 | Q2 2020 PLAN REVISIONS |
| 4      | 3-2-20   | CHANGED PORCH COLUMN   |

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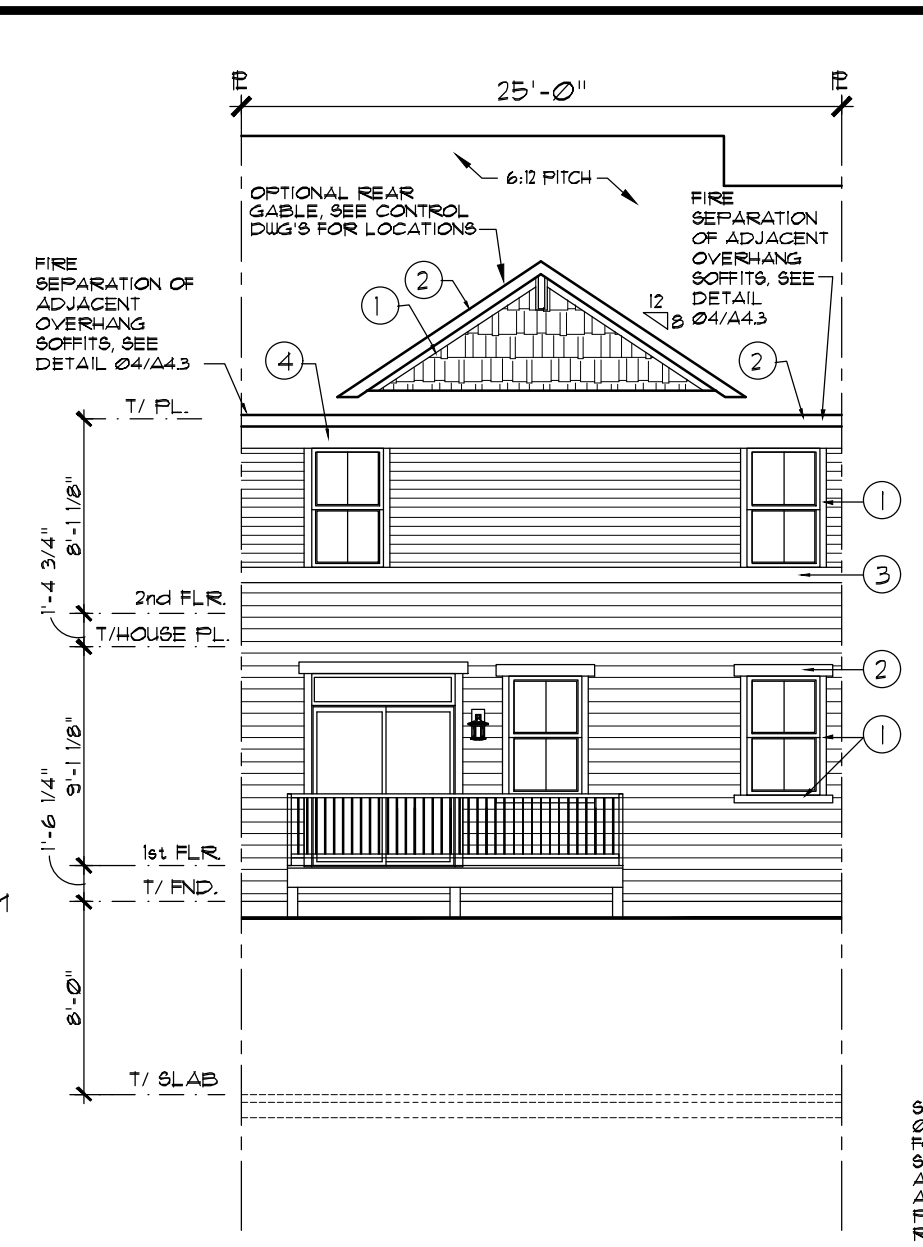
|                     |                   |                           |                             |
|---------------------|-------------------|---------------------------|-----------------------------|
| <b>LENNAR</b>       |                   | <b>END UNIT</b>           |                             |
| FILE NAME: EC05A1   | SCT NO. EC05-0000 | MODEL RICHMOND E/1        | COMMUNITY NAME FALMOOR GLEN |
| XREFS:              | DRAWN BY CGW, SRE | SHEET ELEVATIONS/ROOF PLN | OPTION INFO: END UNIT       |
| SHEET NUMBER: A1.1e |                   |                           |                             |



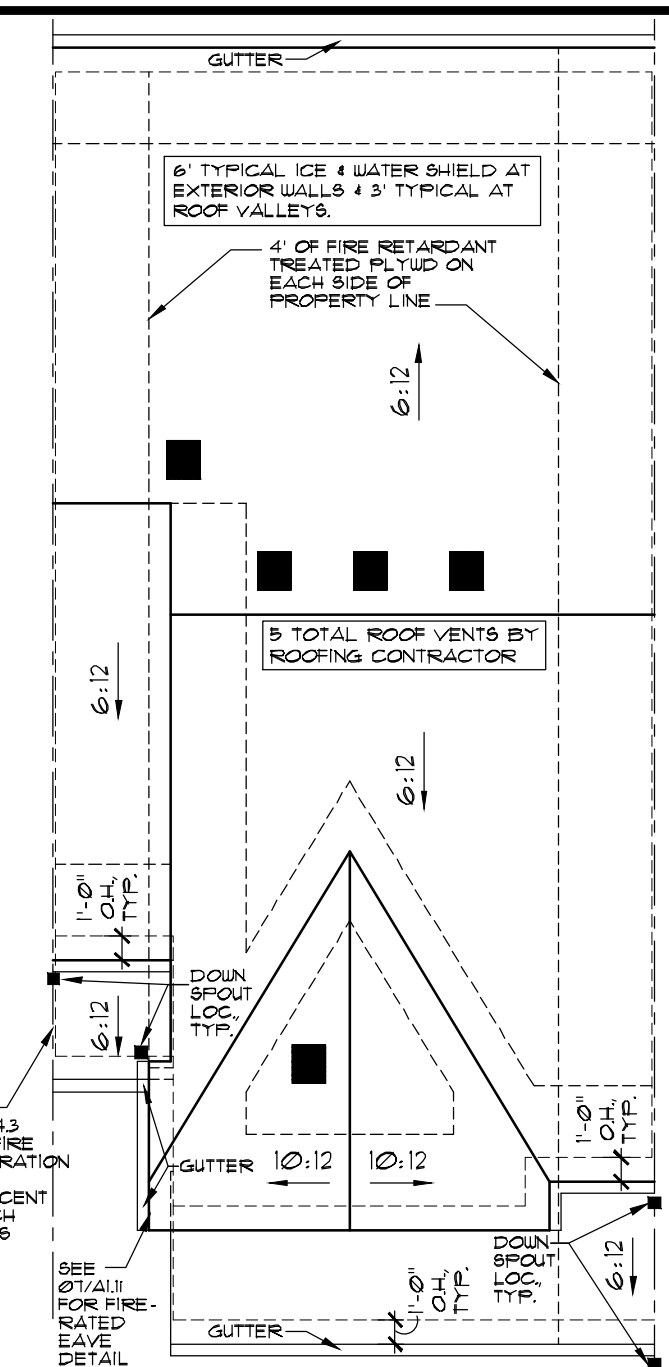
**07 FIRE-RATED EAVE**  
SCALE: 3/4" = 1'-0"



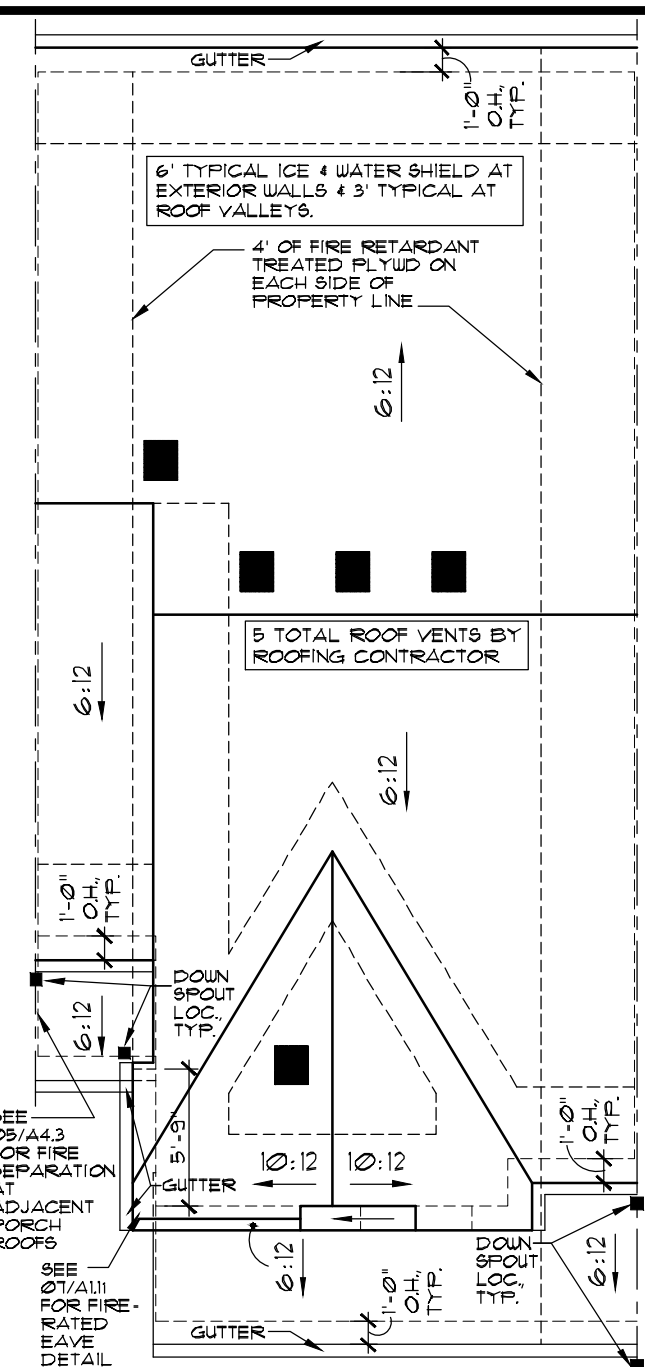
**08 GABLE TRIM DETAIL**  
SCALE: 1/2" = 1'-0"



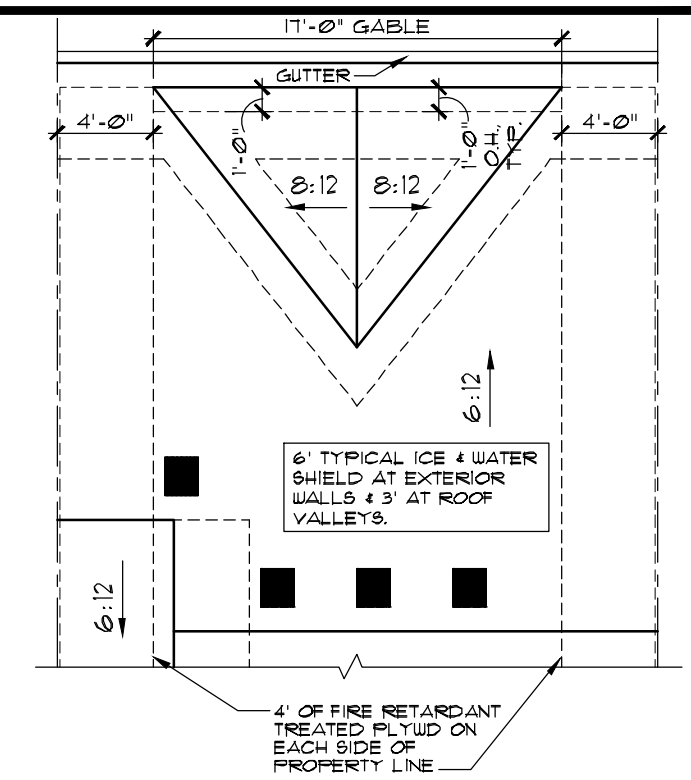
**03 REAR ELEVATION**  
SCALE: 1/8" = 1'-0"



**04 ROOF PLAN A**  
SCALE: 1/8" = 1'-0"



**05 ROOF PLAN B**  
SCALE: 1/8" = 1'-0"



**06 PART. ROOF PLAN REAR GABLE DET.**  
SCALE: 1/8" = 1'-0"

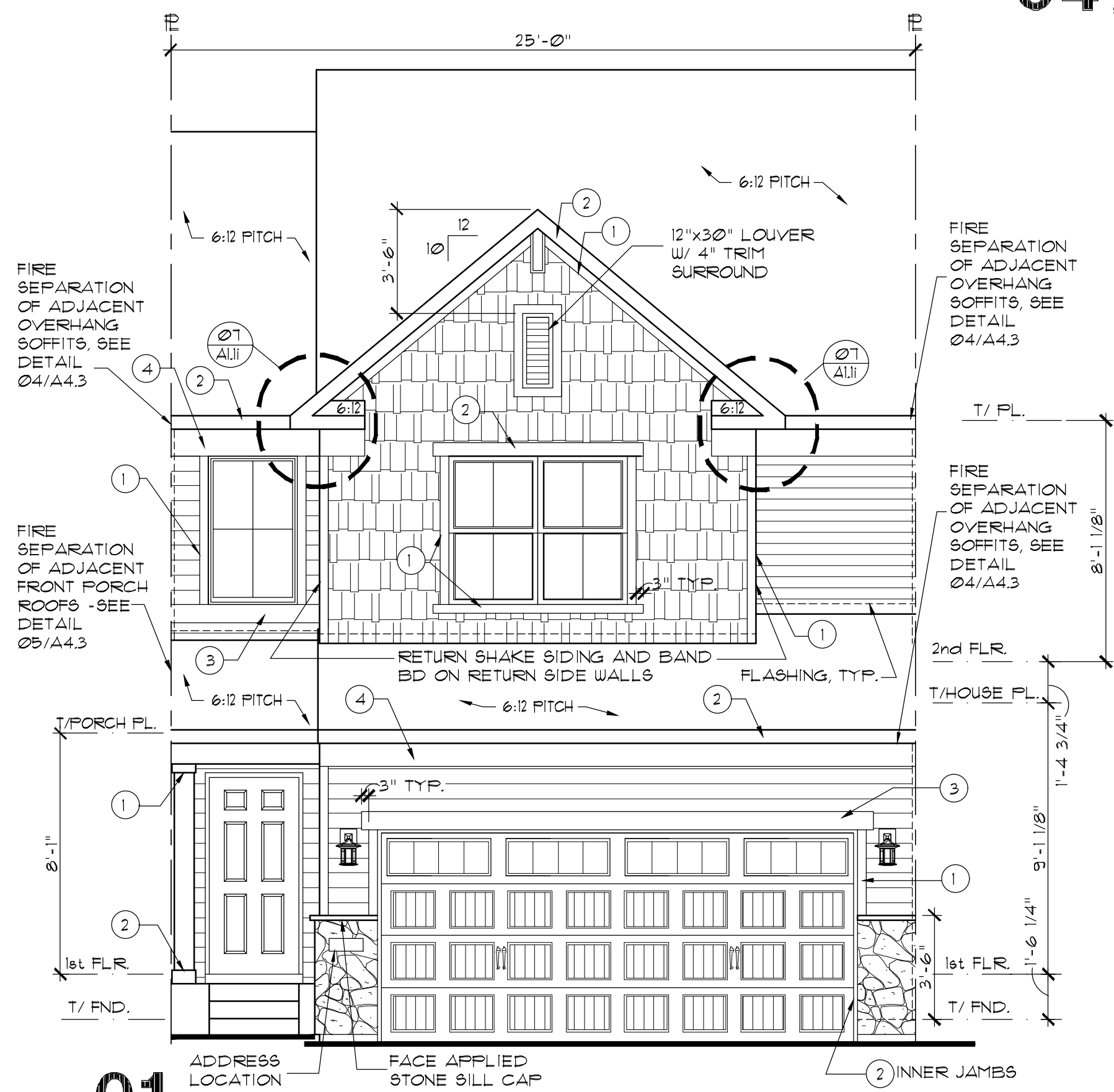
**ELEVATION NOTES:**

- STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.
- BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.

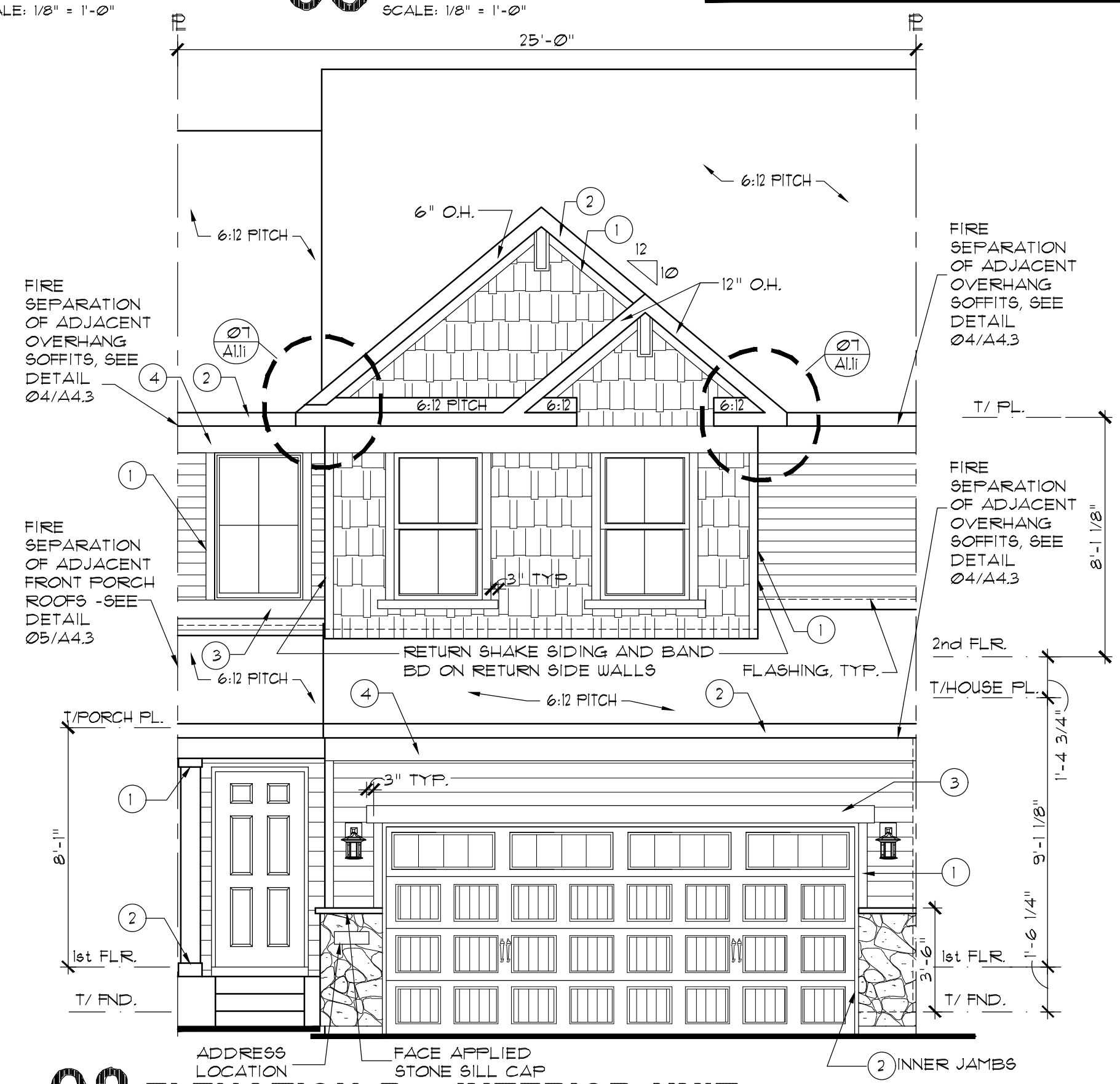
| EXTERIOR TRIM KEY    |     |
|----------------------|-----|
| 1                    | 4"  |
| 2                    | 6"  |
| 3                    | 8"  |
| 4                    | 10" |
| KEYNOTE SYMBOL       |     |
| MATERIAL ON TRIM KEY |     |
| LOCATION OF MATERIAL |     |

| REV. # | DATE     | REMARKS                |
|--------|----------|------------------------|
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| 3      | 01-31-20 | Q2 2020 PLAN REVISIONS |

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**01 ELEVATION A - INTERIOR UNIT**  
SCALE: 1/4" = 1'-0"



**02 ELEVATION B - INTERIOR UNIT**  
SCALE: 1/4" = 1'-0"

|                            |              |                   |
|----------------------------|--------------|-------------------|
| <b>LENNAR</b>              |              | FILE NAME: EC05A1 |
| MODEL                      | EC05A1       | XREFS:            |
| SHEET                      | RICHMOND E/1 |                   |
| DRAWN BY CGW, SEE          |              |                   |
| COMMUNITY NAME             |              |                   |
| <b>FALMOOR GLEN</b>        |              |                   |
| ELEVATIONS/ROOF PLN        |              |                   |
| OPTION INFO: INTERIOR UNIT |              |                   |
| <b>A1.11</b>               |              |                   |

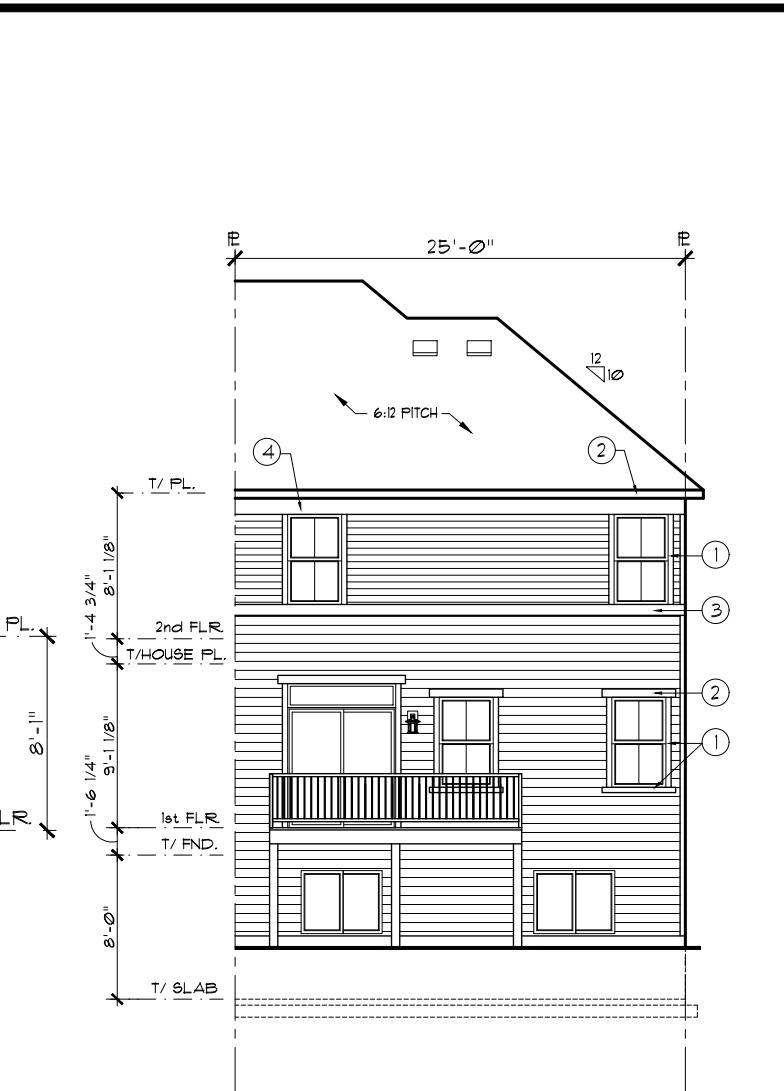




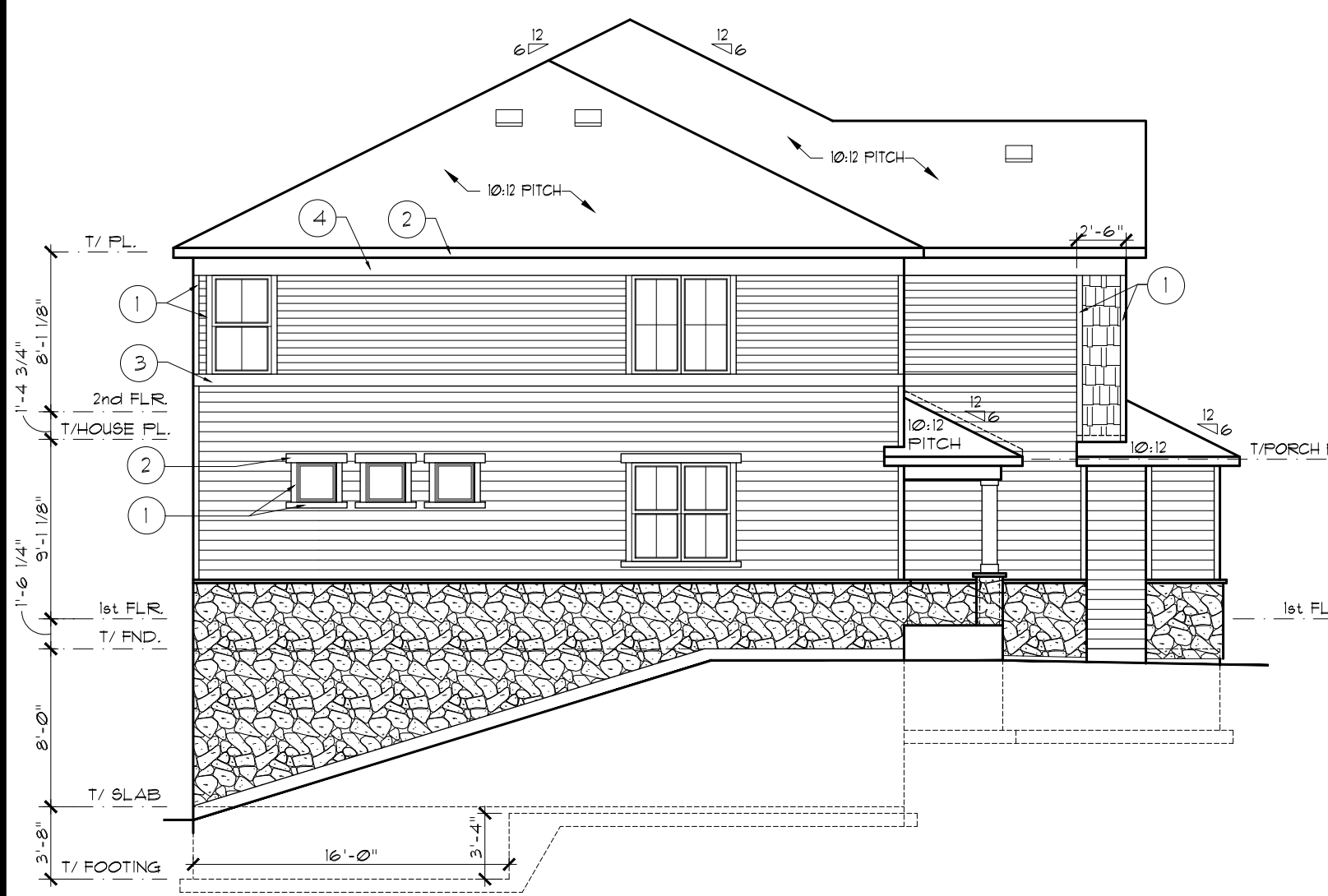
**06 LOOKOUT SIDE ELEV. STONE END**  
SCALE: 1/8" = 1'-0"



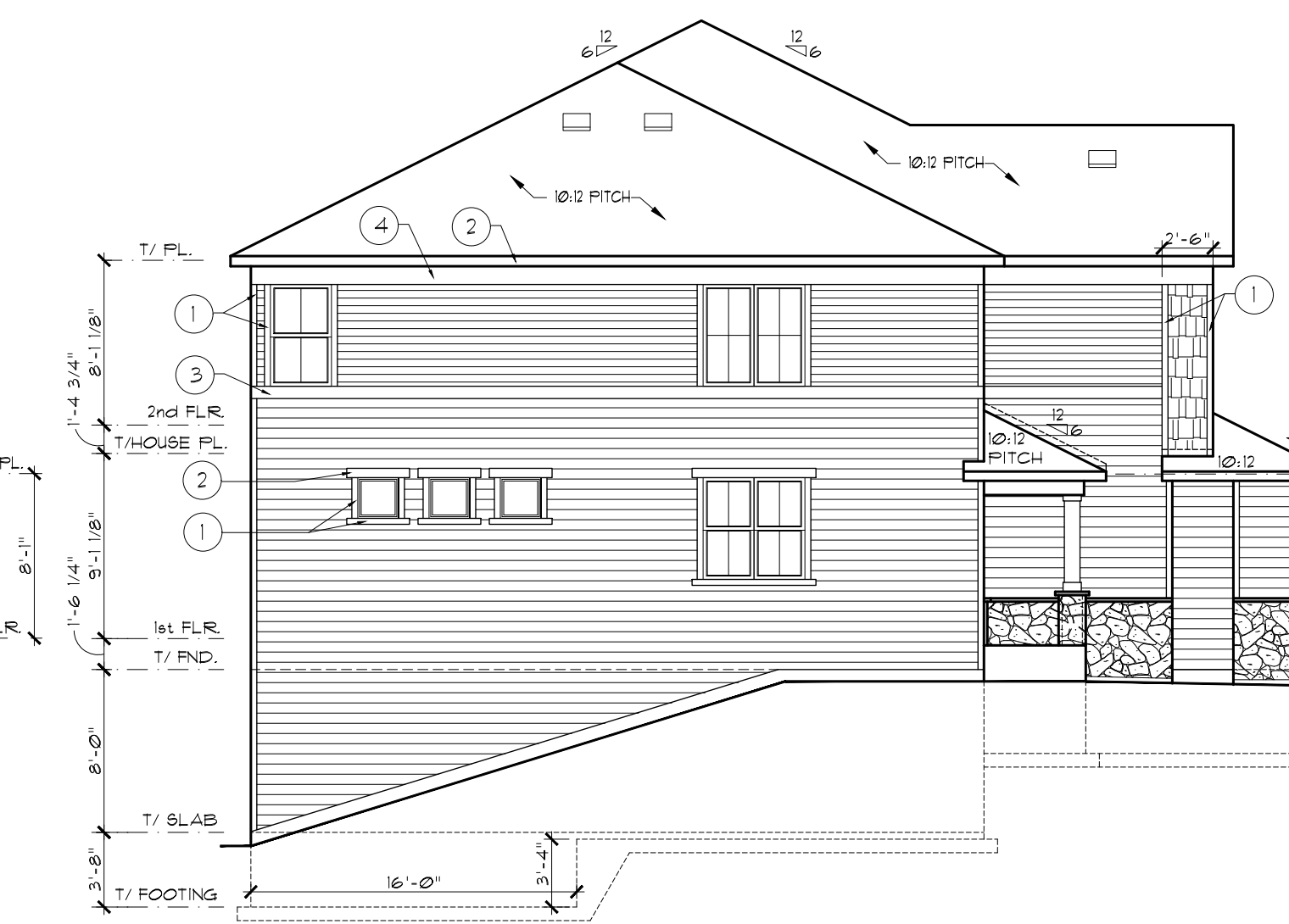
**05 LOOKOUT SIDE ELEV. SIDING END**  
SCALE: 1/8" = 1'-0"



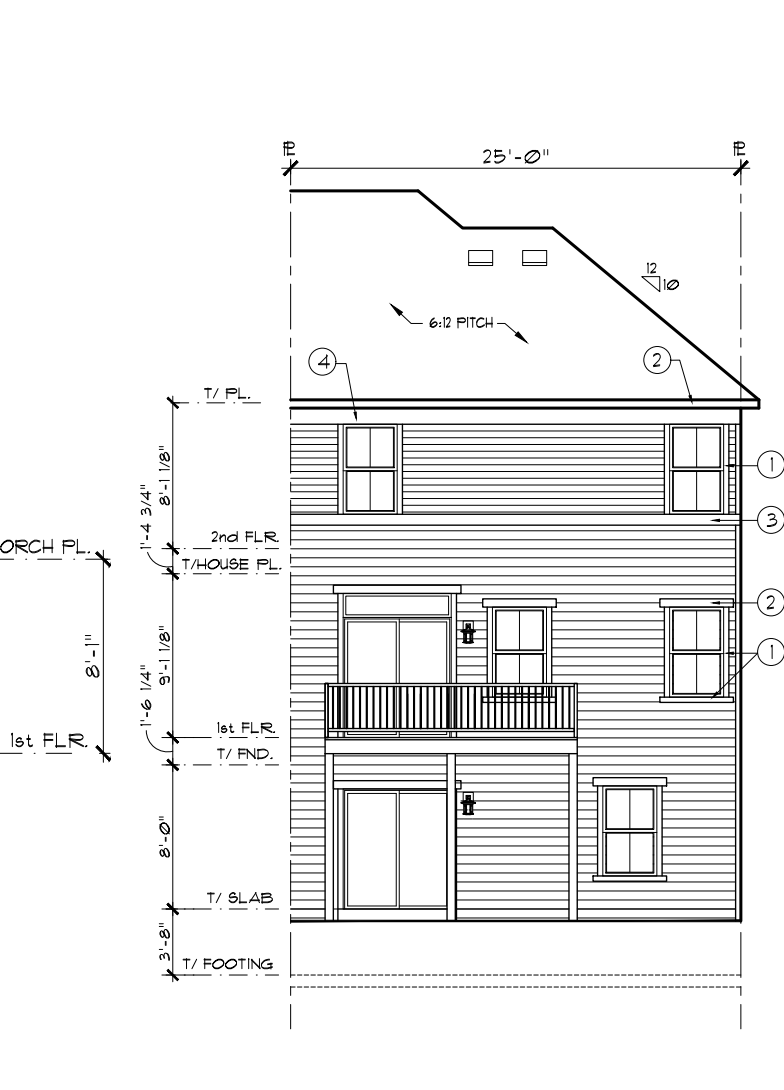
**04 LOOKOUT REAR ELEVATION**  
SCALE: 3/32" = 1'-0"



**03 WALKOUT SIDE ELEV. STONE END**  
SCALE: 1/8" = 1'-0"



**02 WALKOUT SIDE ELEV. SIDING END**  
SCALE: 1/8" = 1'-0"

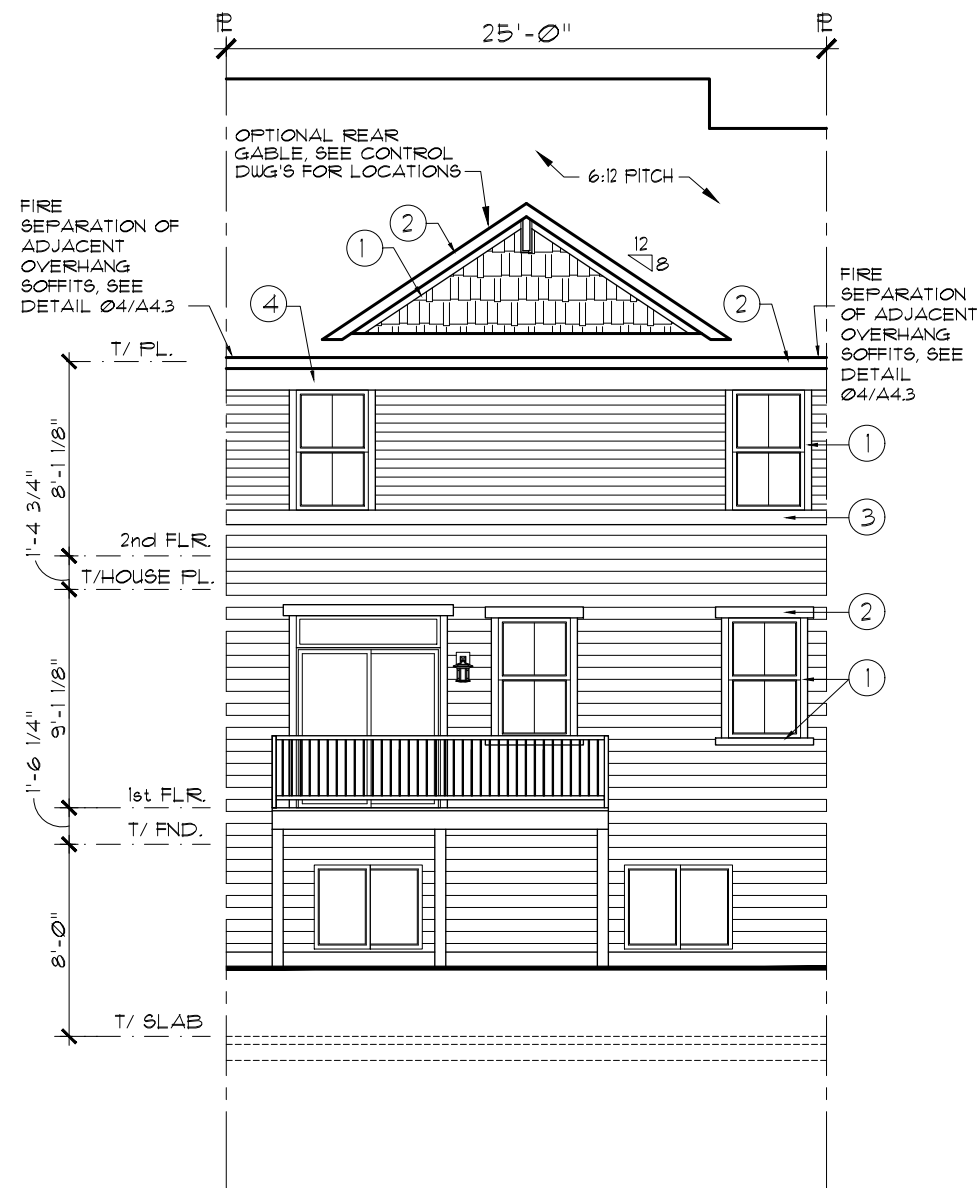


**01 WALKOUT REAR ELEVATION**  
SCALE: 3/32" = 1'-0"

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| REV. # | DATE     | REMARKS                |
|--------|----------|------------------------|
| 1      | 6-1-18   | ISSUE FOR CONSTRUCTION |
| 2      | 10-31-19 | Q1 2020 PLAN REVISIONS |
| 3      | 01-31-20 | Q2 2020 PLAN REVISIONS |
| 4      | 3-2-20   | CHANGED PORCH COLUMN   |

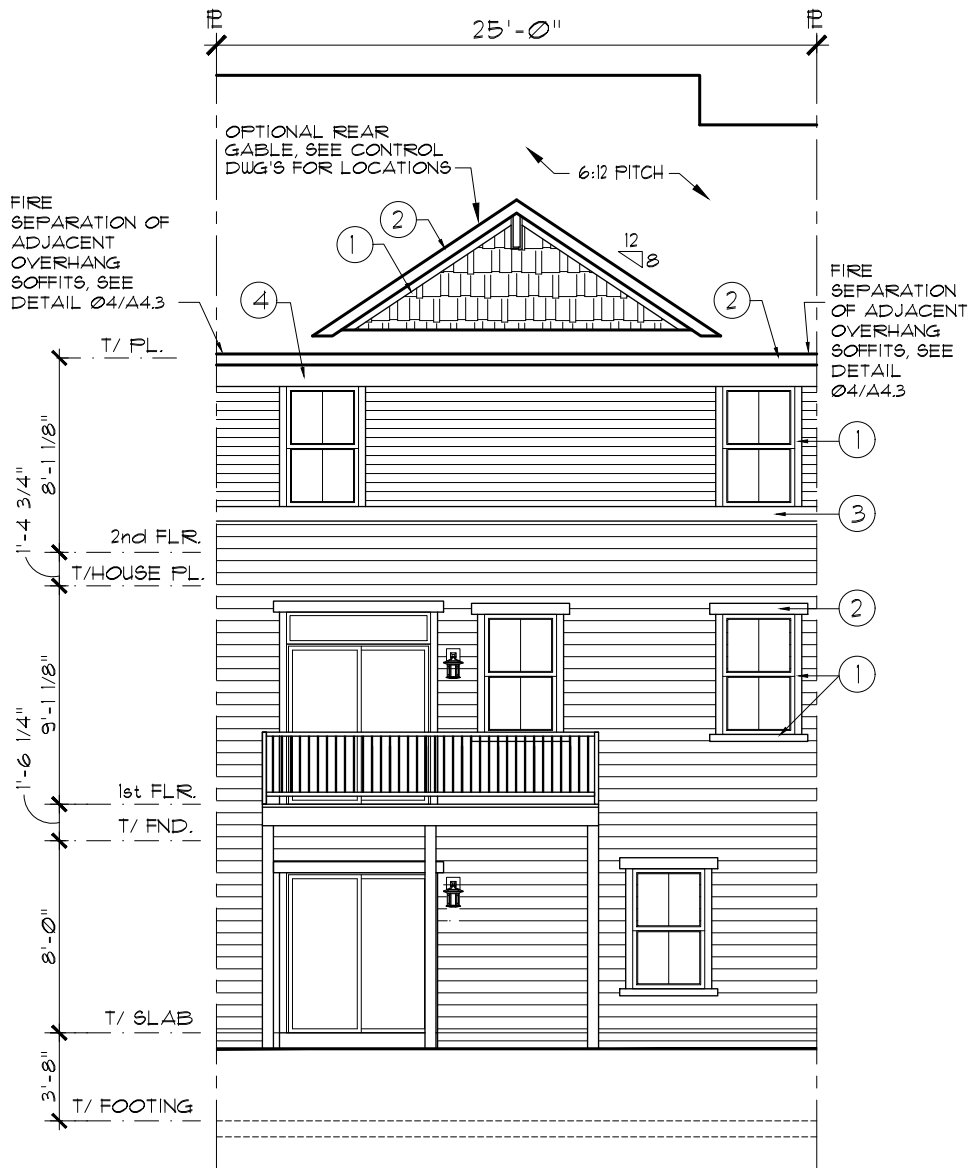
|                       |                       |                                       |                                        |
|-----------------------|-----------------------|---------------------------------------|----------------------------------------|
| FILE NAME:<br>EC05A11 | MODEL<br>RICHMOND E/1 | SHEET<br>ELEVATIONS/ROOF PLN          | SHEET NUMBER:<br><b>A1.26</b>          |
| XREFS:                | DRAWN BY<br>CGU, SRE  | COMMUNITY NAME<br><b>FALMOOR GLEN</b> | OPTION INFO:<br>END UNIT L.O. AND W.O. |
|                       | SET NO.<br>EC05-0000  | <b>END UNIT</b>                       |                                        |



- ELEVATION NOTES:**
1. STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.
  2. BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.

| EXTERIOR TRIM KEY                                                                                                                                                       |     |                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------------------------------------|
| 1                                                                                                                                                                       | 4"  |                                                      |
| 2                                                                                                                                                                       | 6"  | GARAGE INNER JAMBS, WINDOW SILLS, GABLE RAKE, FASCIA |
| 3                                                                                                                                                                       | 8"  |                                                      |
| 4                                                                                                                                                                       | 10" | FRIEZE, RETURNS                                      |
| <div><div></div><div>1</div><div>KEYNOTE SYMBOL</div></div> <div><div></div><div>MATERIAL ON TRIM KEY</div></div> <div><div></div><div>LOCATION OF MATERIAL</div></div> |     |                                                      |

**01 LOOKOUT REAR ELEVATION**  
SCALE: 1/8" = 1'-0"



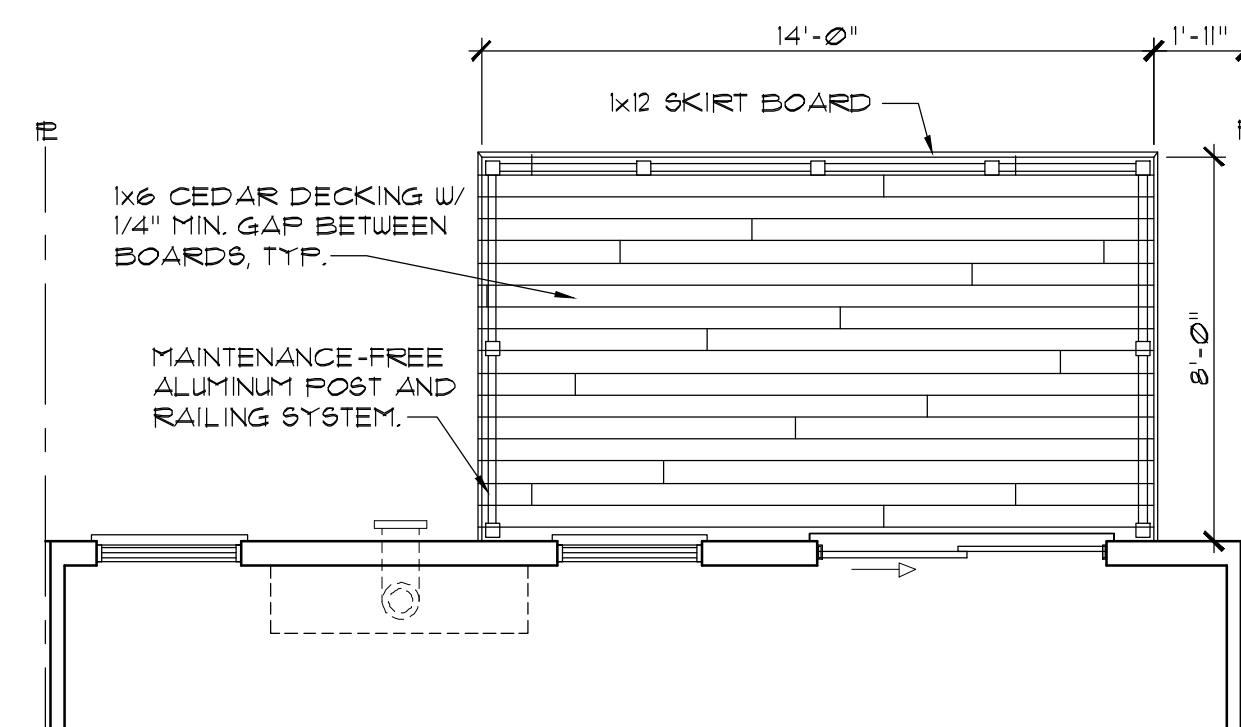
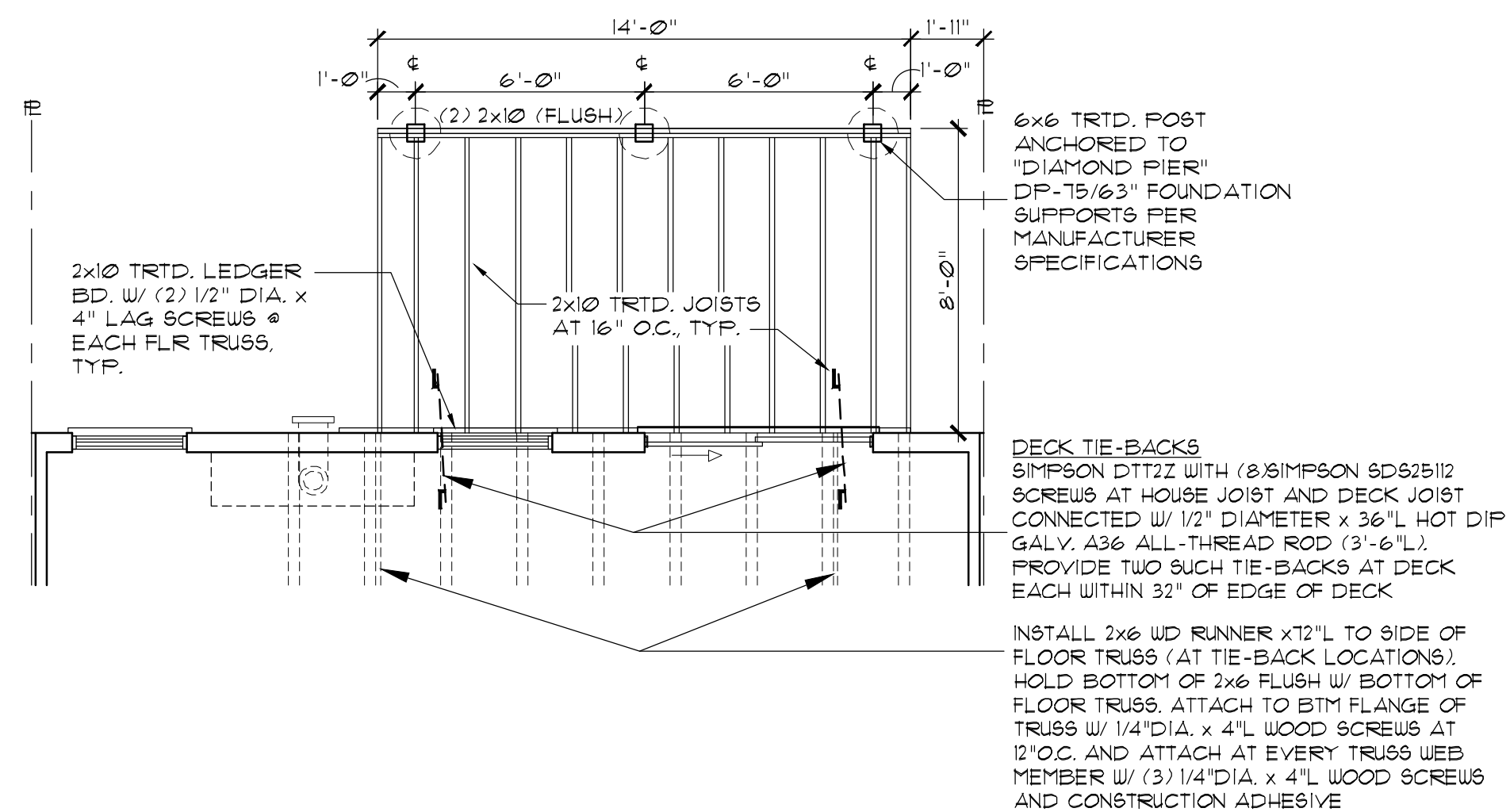
**02 WALKOUT REAR ELEVATION**  
SCALE: 1/8" = 1'-0"

| REMARKS |          |
|---------|----------|
| DATE    | 6-1-18   |
| REV. #  | 1        |
| DATE    | 10-31-19 |
| REV. #  | 2        |
| DATE    | 01-31-20 |
| REV. #  |          |
| DATE    |          |
| REV. #  |          |
| DATE    |          |
| REV. #  |          |
| DATE    |          |
| REV. #  |          |

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|                       |                                           |
|-----------------------|-------------------------------------------|
| <b>LENNAR®</b>        |                                           |
| FILE NAME:<br>EC05A11 | MODEL<br>RICHMOND E/1                     |
| XREFS:                | SHEET<br>ELEVATIONS/ROOF PLN              |
|                       | OPTION INFO<br>INTERIOR UNIT L.O. AND W.O |
|                       | <b>A1.21</b>                              |
|                       | <b>FALMOOR GLEN</b>                       |
|                       | <b>INTERIOR UNIT</b>                      |
|                       | SET NO.<br>EC05-0000                      |
|                       | DRAWN BY<br>CGW, SRE                      |
|                       | COMMUNITY NAME                            |

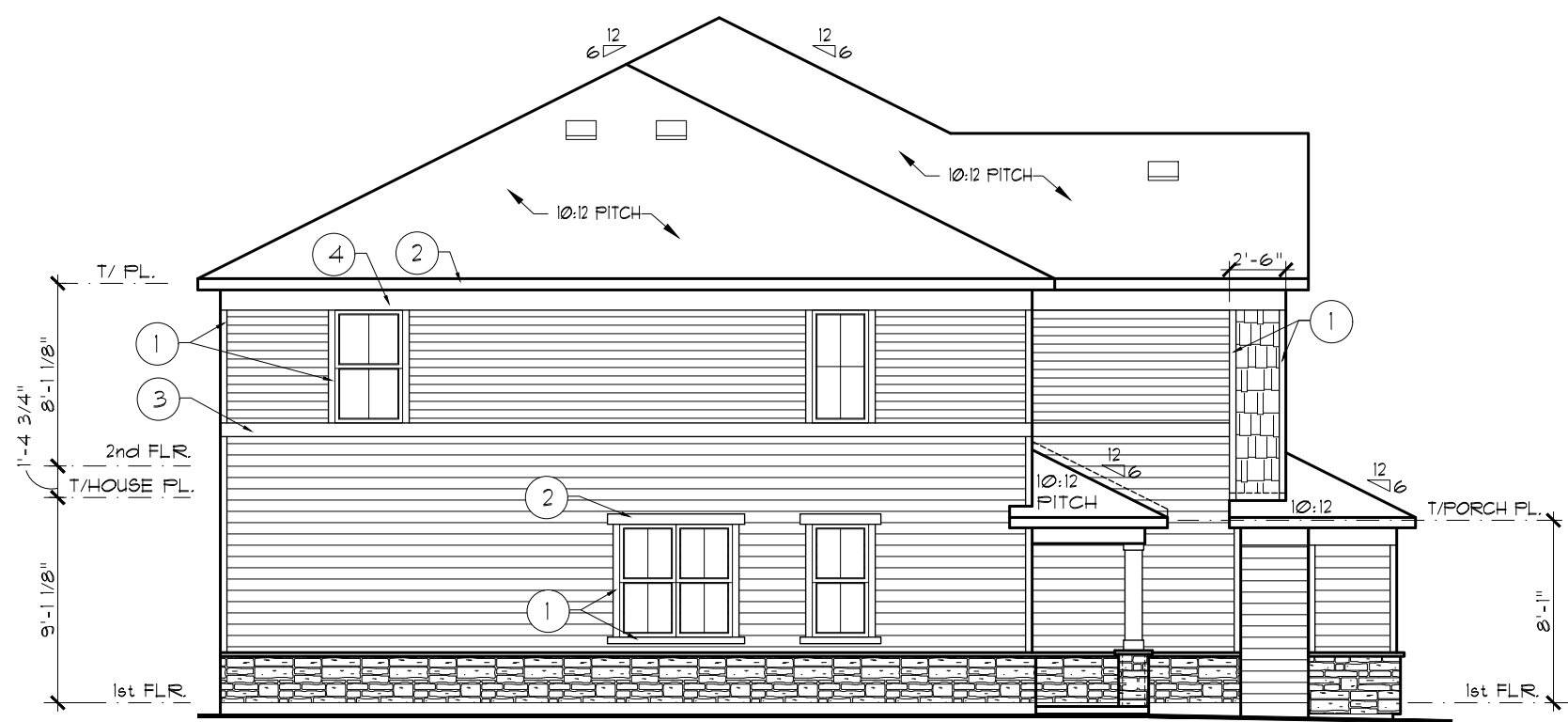




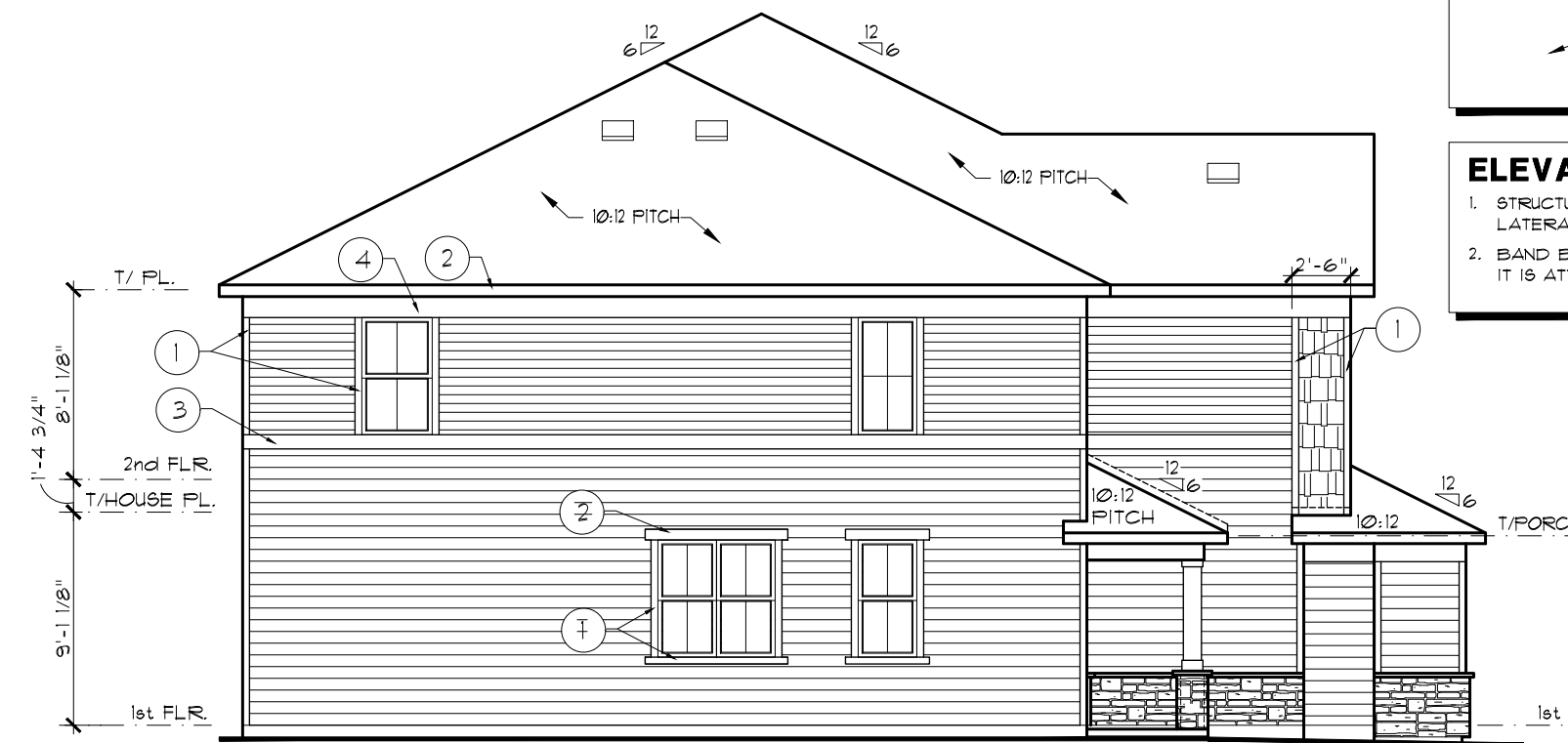
| REV. # | DATE     | REMARKS                |
|--------|----------|------------------------|
|        | 6-11-18  | ISSUE FOR CONSTRUCTION |
| 1      | 10-31-19 | Q1 2020 PLAN REVISIONS |
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|        |          |                        |
|        |          |                        |
|        |          |                        |
|        |          |                        |

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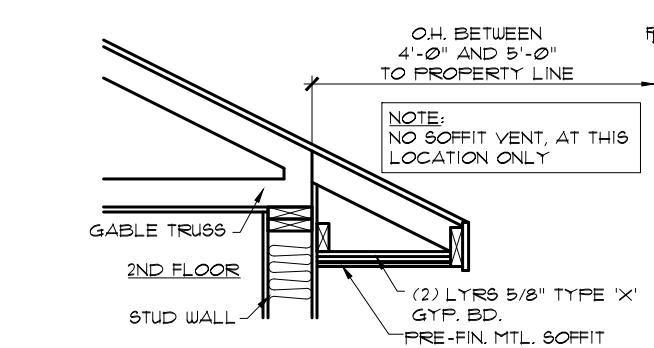
|                      |                |  |                       |  |                     |  |
|----------------------|----------------|--|-----------------------|--|---------------------|--|
| <b>FILE NAME:</b>    | <b>LENNAR®</b> |  |                       |  |                     |  |
| <b>ECOBAY1</b>       |                |  |                       |  |                     |  |
| <b>XREFS:</b>        |                |  |                       |  |                     |  |
|                      | <b>MODEL</b>   |  | <b>RICHMOND E/1</b>   |  |                     |  |
|                      | <b>SHEET</b>   |  | <b>DECK DETAILS</b>   |  |                     |  |
| <b>SHEET NUMBER:</b> | <b>A4.7</b>    |  | <b>OPTION INFO:</b>   |  | <b>ALL</b>          |  |
|                      |                |  | <b>SET NO.</b>        |  | <b>EC05-0000</b>    |  |
|                      |                |  | <b>DRAWN BY</b>       |  | <b>CGLW GRE</b>     |  |
|                      |                |  | <b>COMMUNITY NAME</b> |  | <b>FALMOOR GLEN</b> |  |



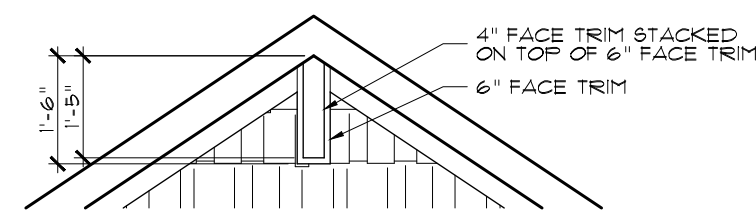
**09 SIDE ELEV. STONE END**  
SCALE: 1/8" = 1'-0"



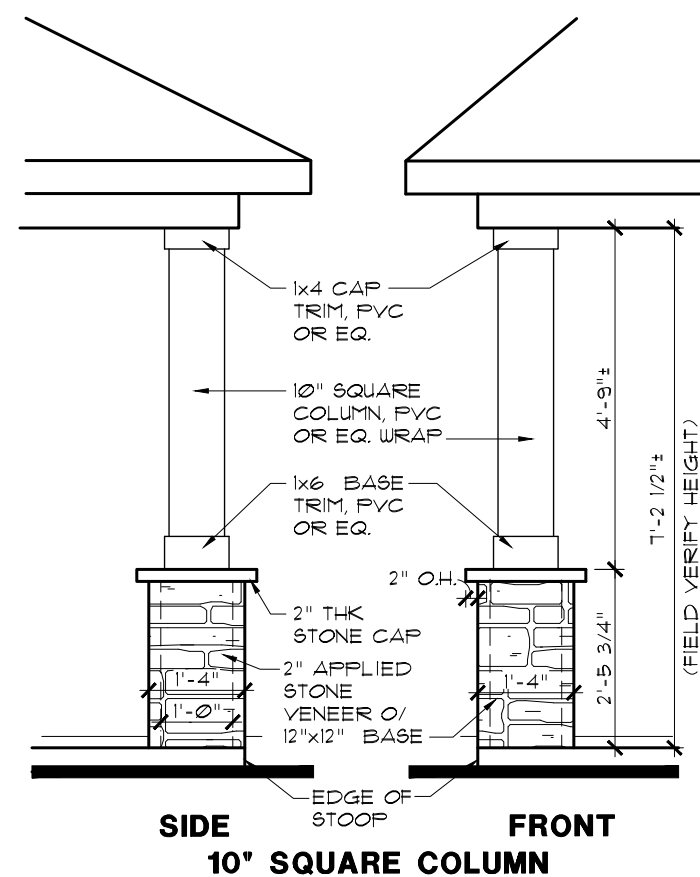
**02 SIDE ELEV. SIDING END**  
SCALE: 1/8" = 1'-0"



**07 FIRE-RATED EAVE**  
SCALE: 1/2" = 1'-0"



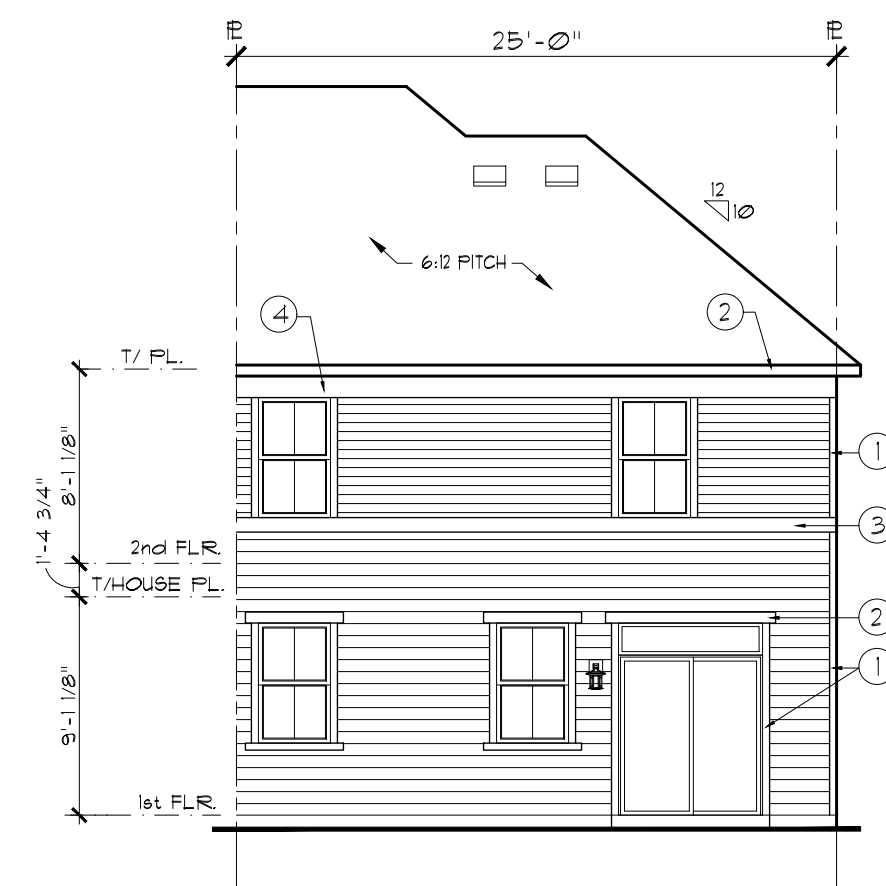
**08 GABLE TRIM DETAIL**  
SCALE: 3/8" = 1'-0"



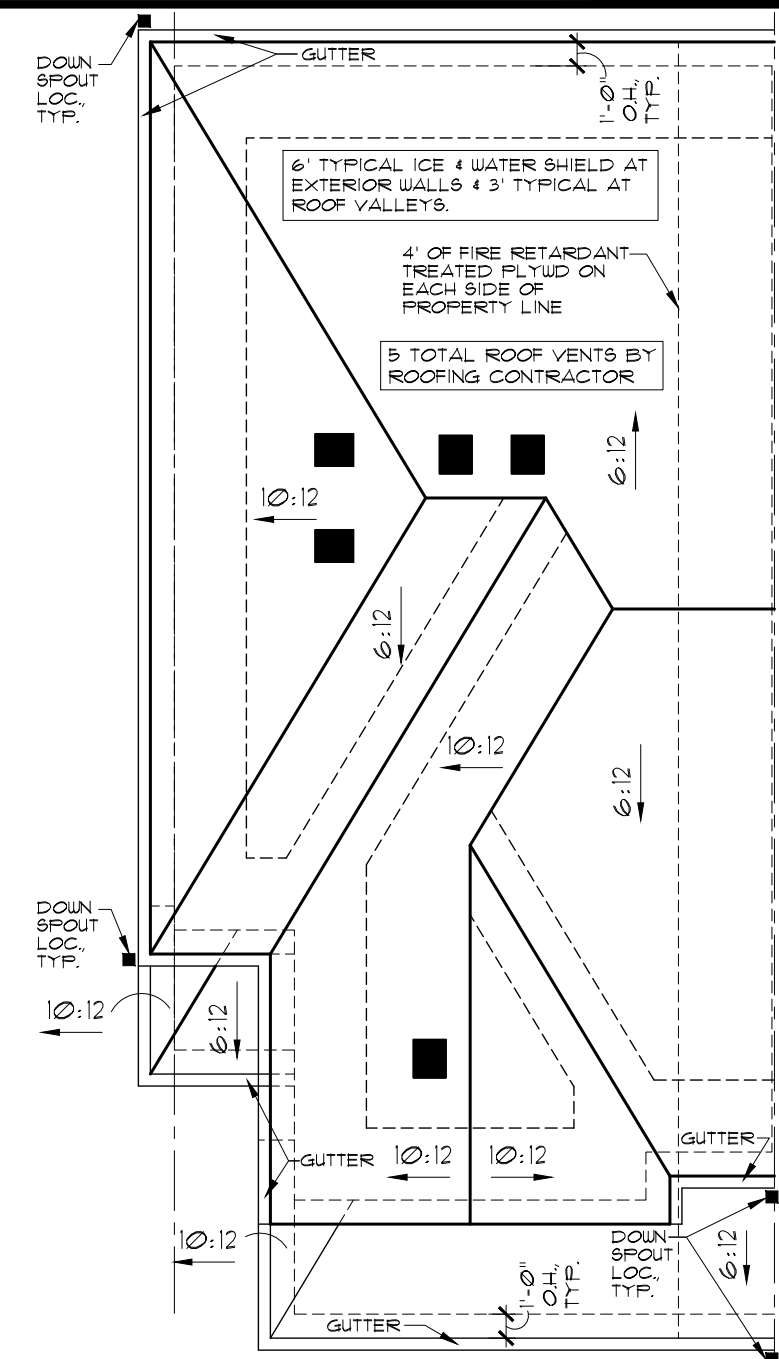
**05 COLUMN DETAIL**  
SCALE: 3/8" = 1'-0"

| EXTERIOR TRIM KEY                                    |     |
|------------------------------------------------------|-----|
| 1                                                    | 4"  |
| 2                                                    | 6"  |
| 3                                                    | 8"  |
| 4                                                    | 10" |
| GARAGE INNER JAMBS, WINDOW SILLS, GABLE RAKE, FASCIA |     |
| FRIEZE, RETURNS                                      |     |
| KEYNOTE SYMBOL                                       |     |
| MATERIAL ON TRIM KEY                                 |     |
| LOCATION OF MATERIAL                                 |     |

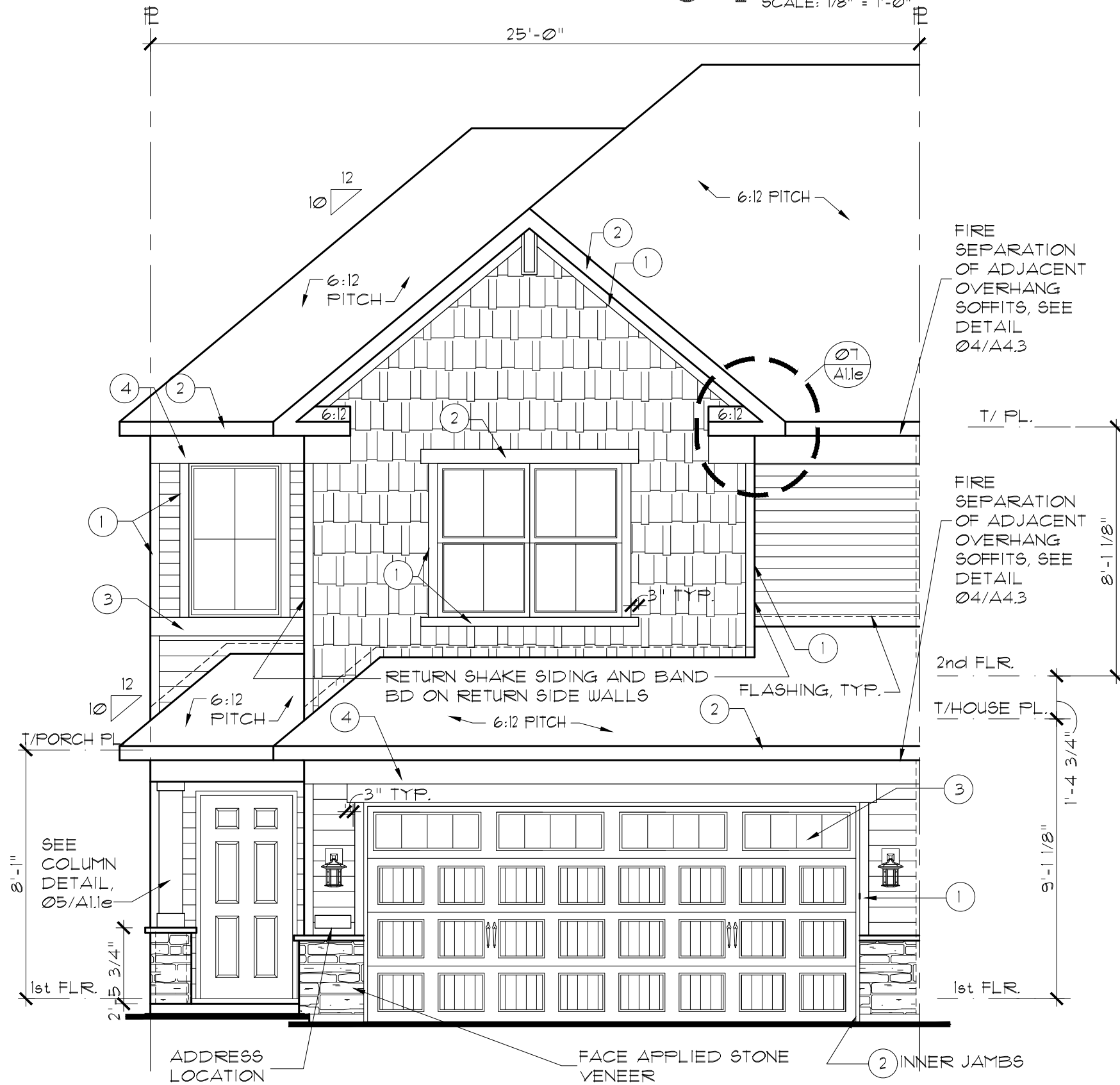
**ELEVATION NOTES:**  
1. STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.  
2. BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.



**03 REAR ELEVATION**  
SCALE: 1/8" = 1'-0"



**04 ROOF PLAN**  
SCALE: 1/8" = 1'-0"



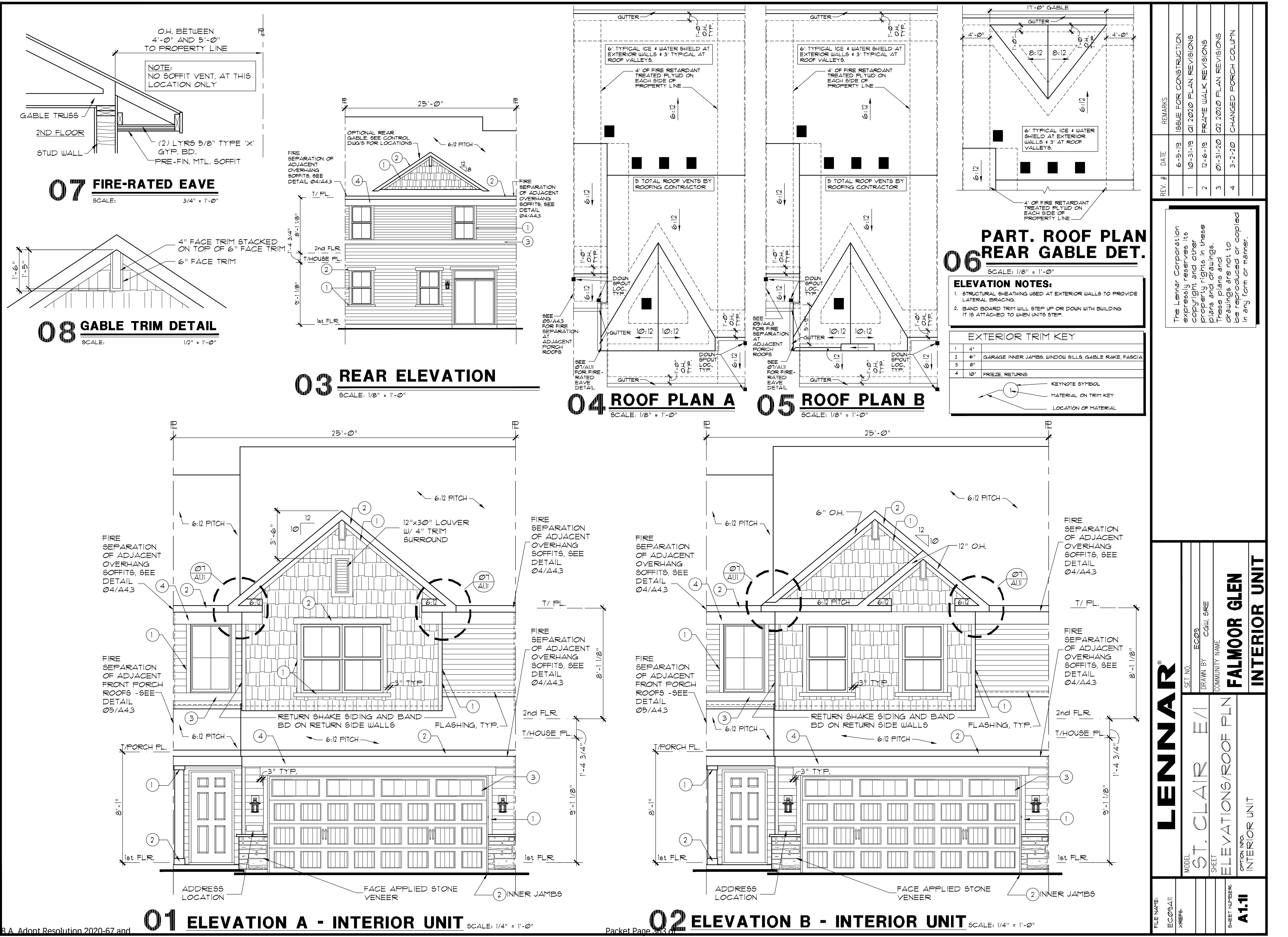
**01 FRONT ELEVATION - END UNIT (ELEV. C)**  
SCALE: 1/4" = 1'-0"

| REV. # | DATE     | REMARKS                |
|--------|----------|------------------------|
| 1      | 6-5-19   | ISSUE FOR CONSTRUCTION |
| 2      | 10-31-19 | Q1 2020 PLAN REVISIONS |
| 3      | 12-6-19  | FRAME WALK REVISIONS   |
| 4      | 01-31-20 | Q2 2020 PLAN REVISIONS |
| 5      | 3-2-20   | CHANGED FORCH COLUMN   |

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|                               |  |                     |  |  |  |
|-------------------------------|--|---------------------|--|--|--|
| FILE NAME:<br>EC03A11         |  | LENNAR®             |  |  |  |
| XREFS:                        |  |                     |  |  |  |
|                               |  |                     |  |  |  |
|                               |  |                     |  |  |  |
|                               |  | SET NO. EC03        |  |  |  |
|                               |  | DRAWN BY CGW, SRE   |  |  |  |
|                               |  | COMMUNITY NAME      |  |  |  |
|                               |  | FALMOOR GLEN        |  |  |  |
|                               |  | END UNIT            |  |  |  |
| MODEL                         |  | ST. CLAIR E/I       |  |  |  |
| SHEET                         |  | ELEVATIONS/ROOF PLN |  |  |  |
| OPTION INFO:                  |  | END UNIT            |  |  |  |
| SHEET NUMBER:<br><b>A1.10</b> |  |                     |  |  |  |





| REMARKS                |  | DATE     |  | REV. # |  |
|------------------------|--|----------|--|--------|--|
| ISSUE FOR CONSTRUCTION |  | 6-5-19   |  | 1      |  |
| Q1 2020 PLAN REVISIONS |  | 10-31-19 |  | 2      |  |
| FRAME WALK REVISIONS   |  | 12-6-19  |  | 3      |  |
| Q2 2020 PLAN REVISIONS |  | 01-31-20 |  | 4      |  |
| CHANGED PORCH COLUMN   |  | 3-2-20   |  |        |  |

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| FILE NAME: |  | MODEL         |  | SHEET               |  | SHEET NUMBER: |  |
|------------|--|---------------|--|---------------------|--|---------------|--|
| EC05A11    |  | ST. CLAIR E/I |  | ELEVATIONS/ROOF PLN |  | A1.11         |  |
| XREFS:     |  | DRAWN BY      |  | COMMUNITY NAME      |  | OPTION INFO:  |  |
|            |  | EC09          |  | FALMOOR GLEN        |  | INTERIOR UNIT |  |
|            |  | CGW, SRE      |  | INTERIOR UNIT       |  |               |  |



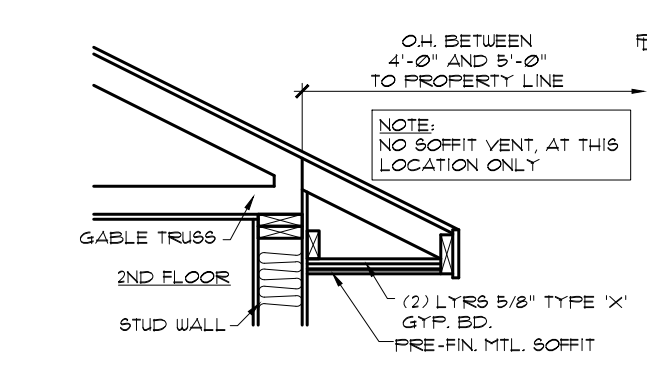
**09 SIDE ELEV. STONE END**  
SCALE: 1/8" = 1'-0"



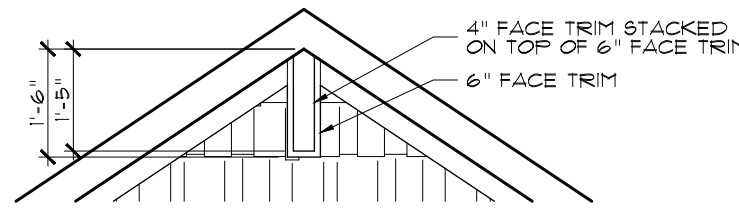
**02 SIDE ELEV. SIDING END**  
SCALE: 1/8" = 1'-0"

| EXTERIOR TRIM KEY    |     |
|----------------------|-----|
| 1                    | 4"  |
| 2                    | 6"  |
| 3                    | 8"  |
| 4                    | 10" |
| KEYNOTE SYMBOL       |     |
| MATERIAL ON TRIM KEY |     |
| LOCATION OF MATERIAL |     |

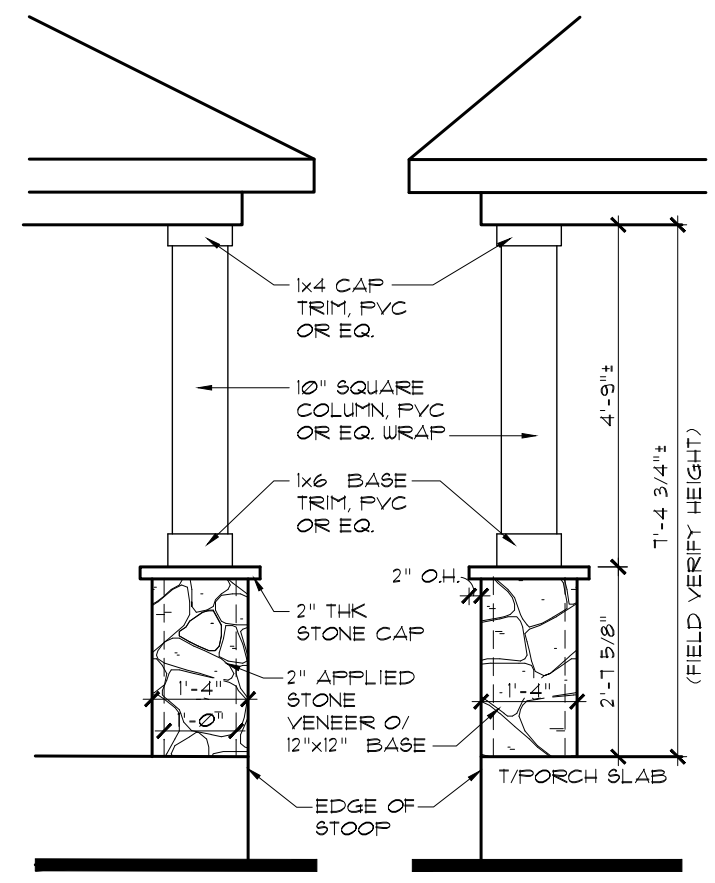
- ELEVATION NOTES:**
- STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.
  - BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.



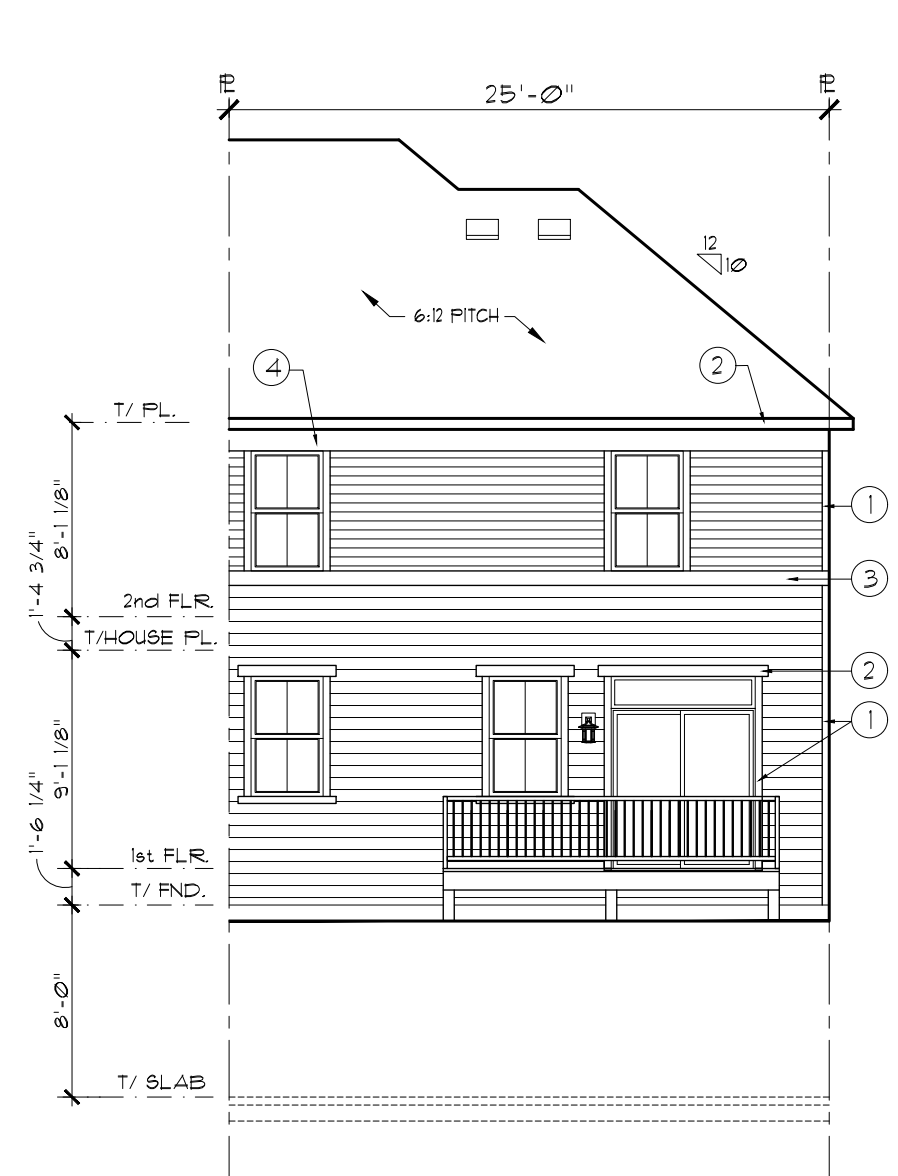
**07 FIRE-RATED EAVE**  
SCALE: 1/2" = 1'-0"



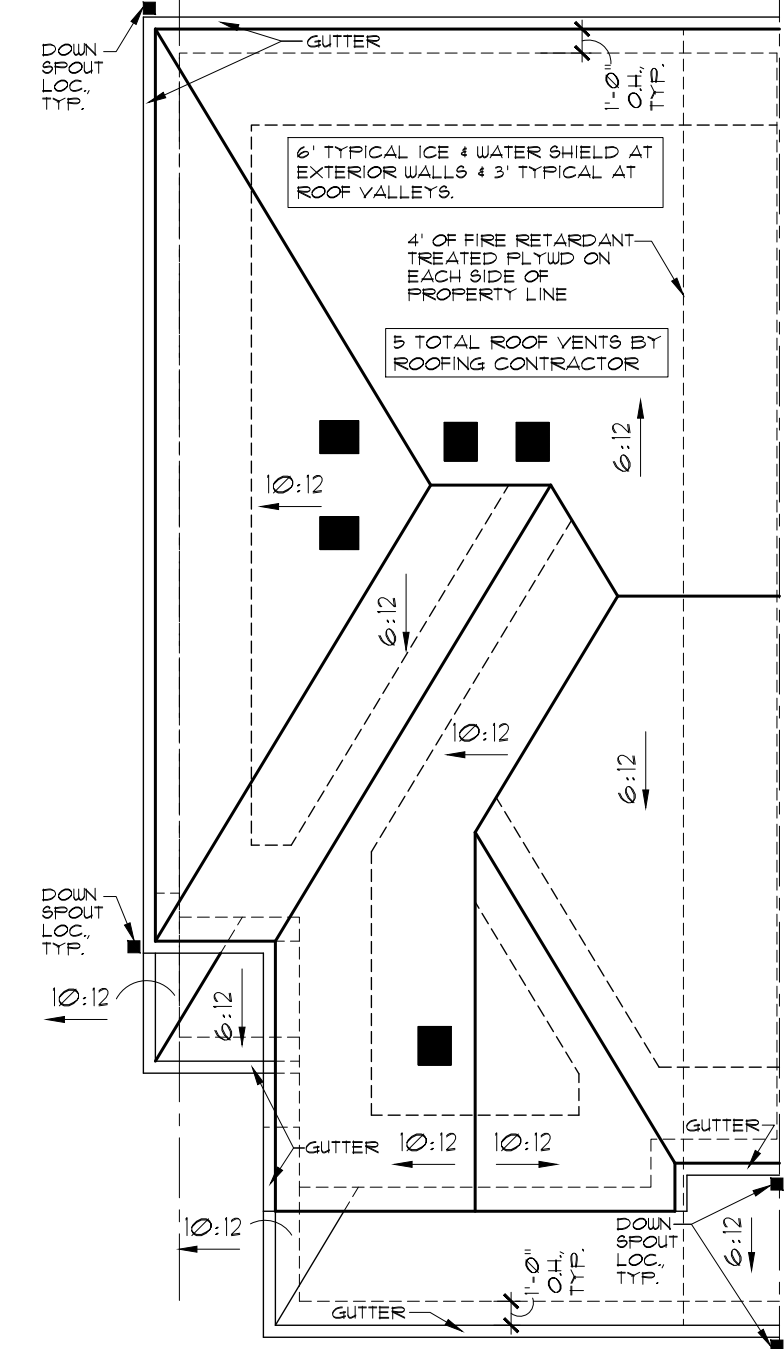
**08 GABLE TRIM DETAIL**  
SCALE: 3/8" = 1'-0"



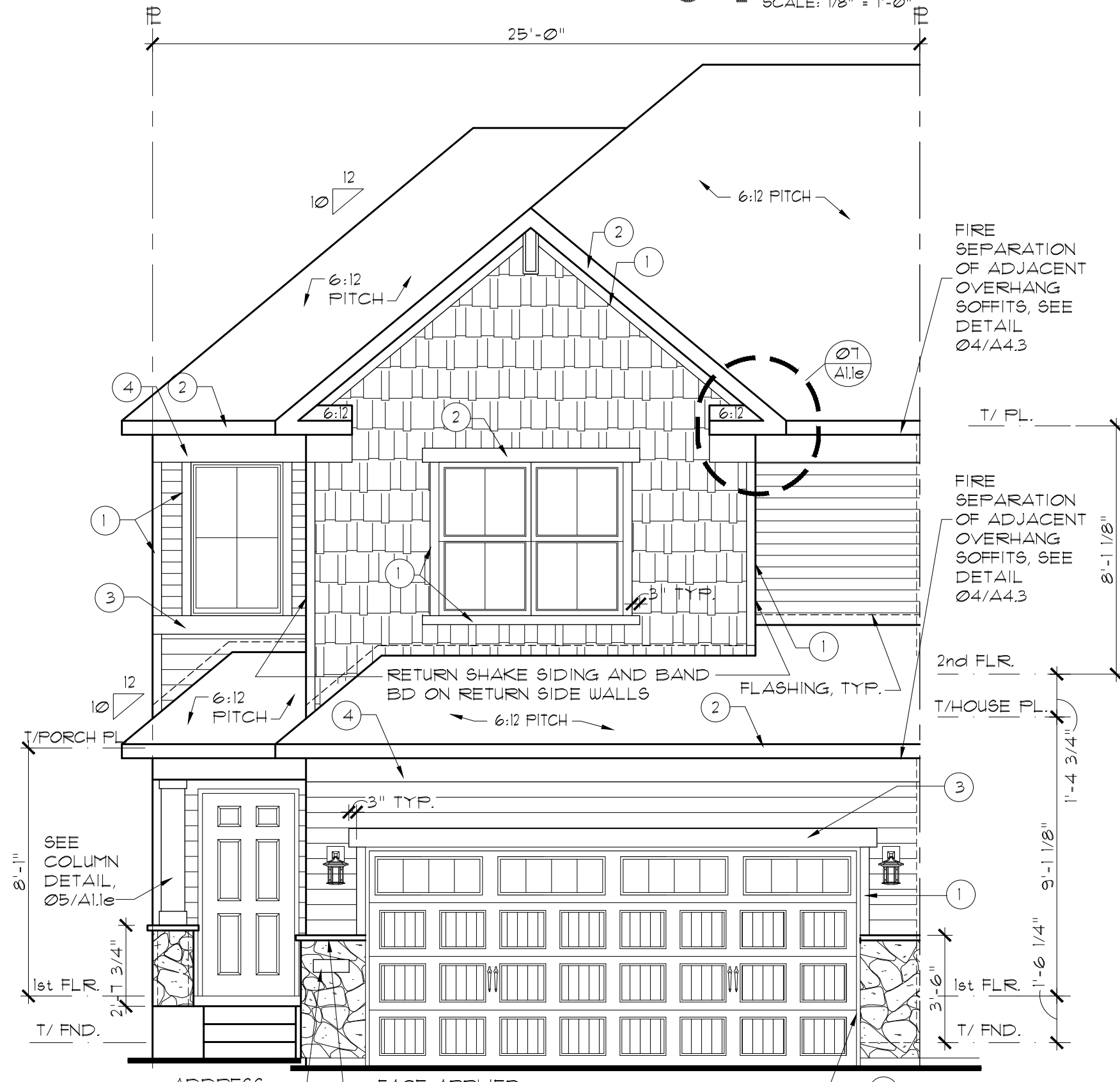
**05 COLUMN DETAIL**  
SCALE: 3/8" = 1'-0"



**03 REAR ELEVATION**  
SCALE: 1/8" = 1'-0"



**04 ROOF PLAN**  
SCALE: 1/8" = 1'-0"



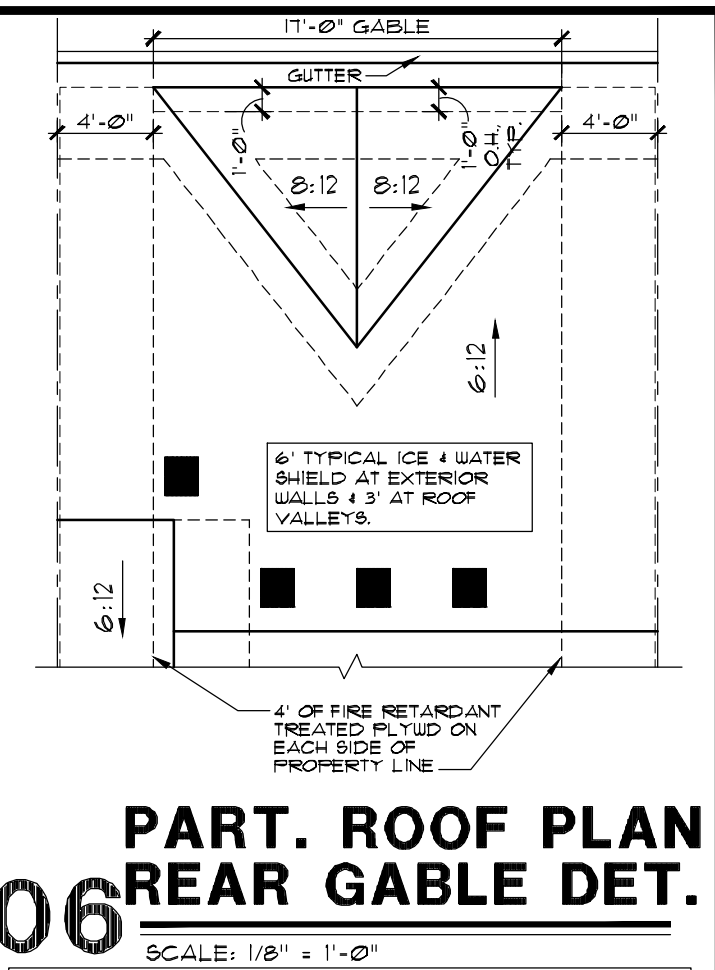
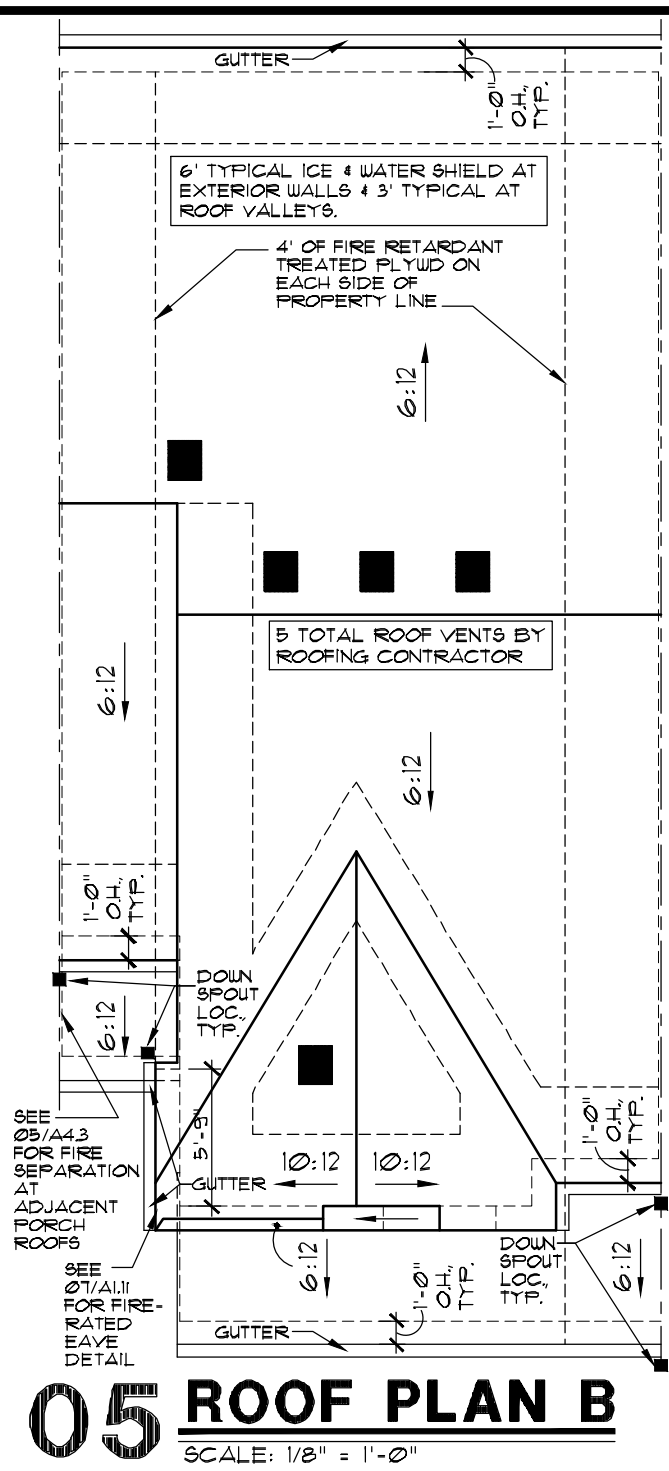
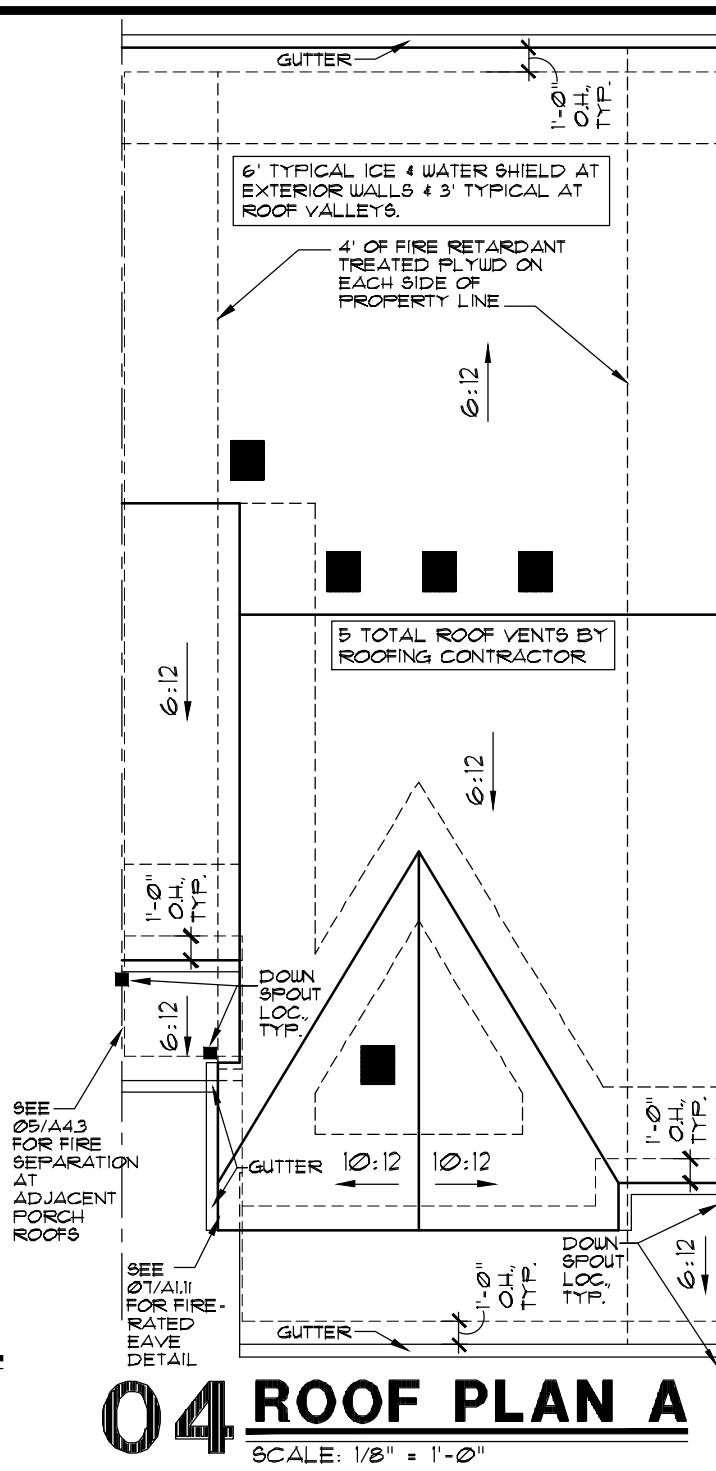
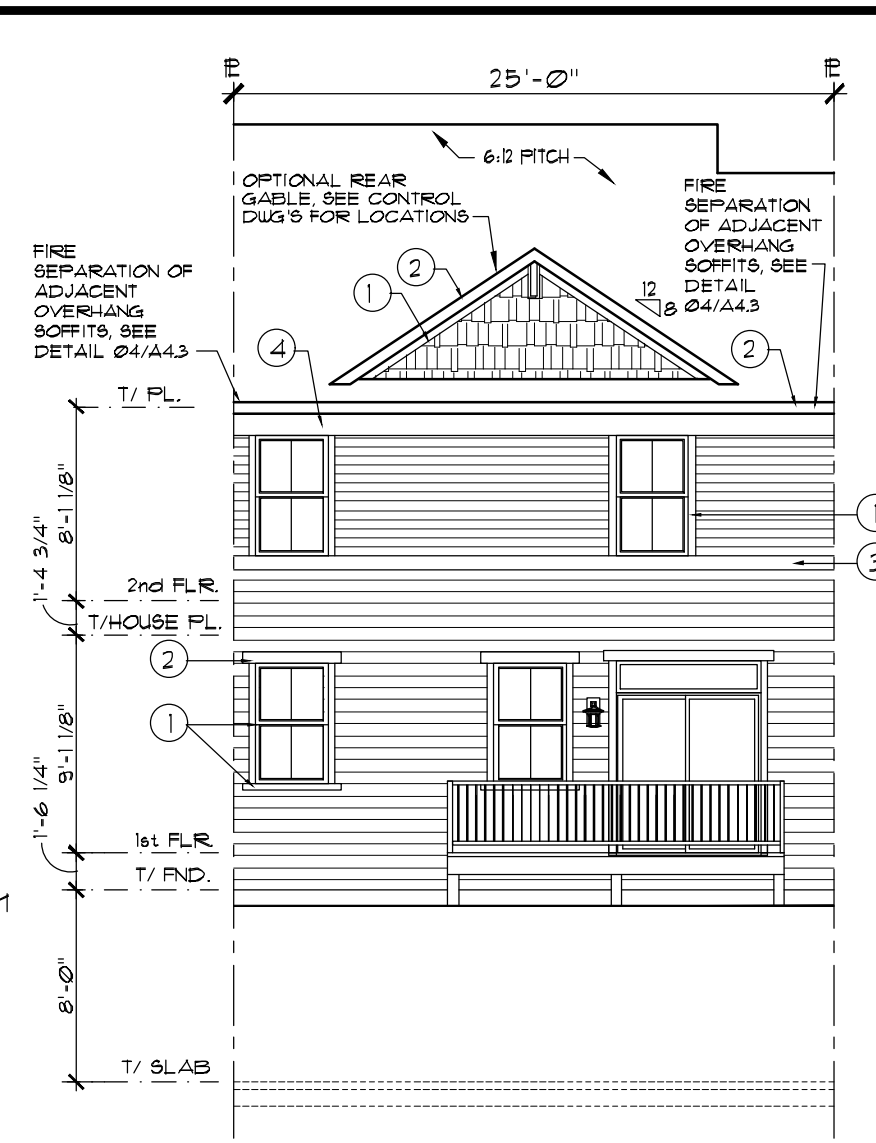
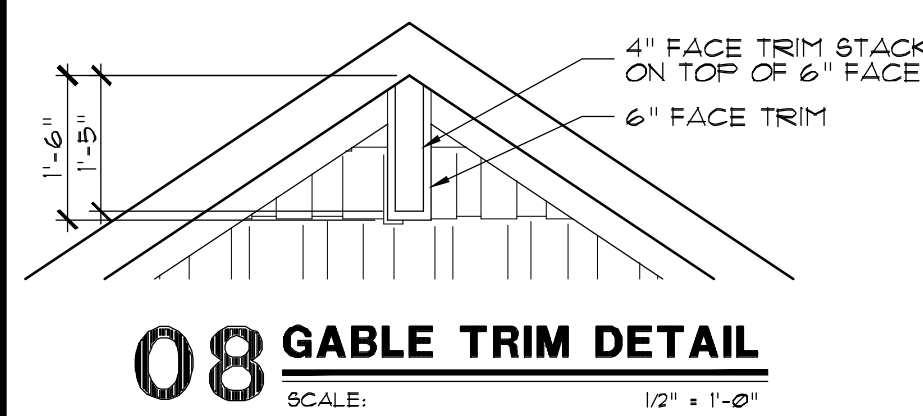
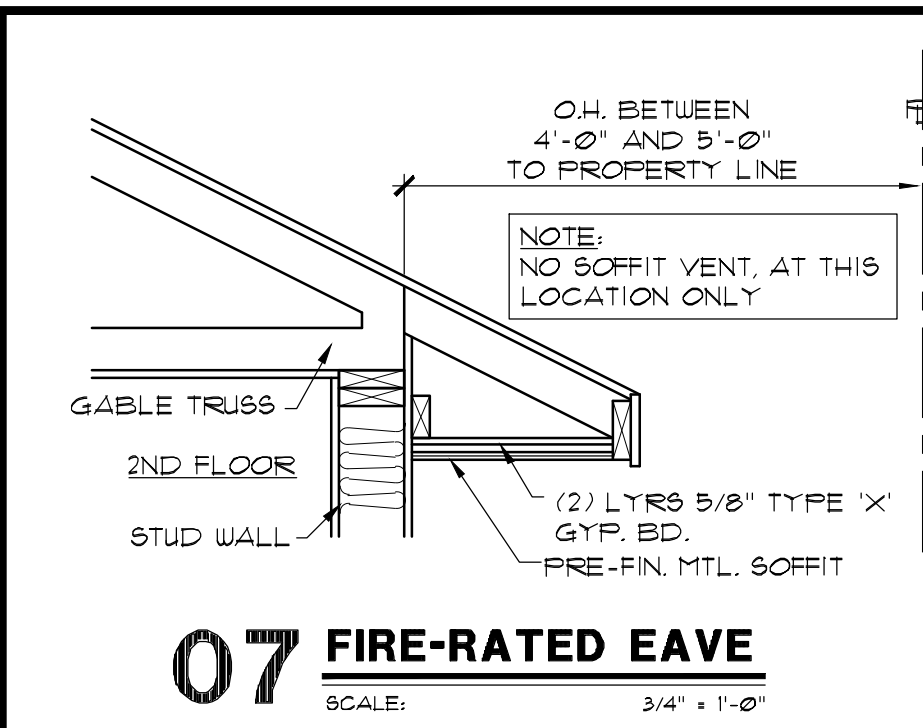
**01 FRONT ELEVATION - END UNIT (ELEV. C)**  
SCALE: 1/4" = 1'-0"

| REV. # | DATE      | REMARKS                |
|--------|-----------|------------------------|
| 1      | 6-5-19    | ISSUE FOR CONSTRUCTION |
| 2      | 10-31-19  | Q1 2020 PLAN REVISIONS |
| 3      | 1-31-2020 | Q2 2020 PLAN REVISIONS |
| 4      | 3-2-2020  | CHANGED PORCH COLUMN   |

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|                |  |                     |              |
|----------------|--|---------------------|--------------|
| <b>LENNAR®</b> |  | SET NO.             | EC06-0000    |
| MODEL          |  | DRAWN BY            | CGW, SRE     |
| SHEET          |  | COMMUNITY NAME      | FALMOOR GLEN |
| SHEET NUMBER:  |  | ELEVATIONS/ROOF PLN | END UNIT     |
| OPTION INFO:   |  | END UNIT            | A1.1e        |





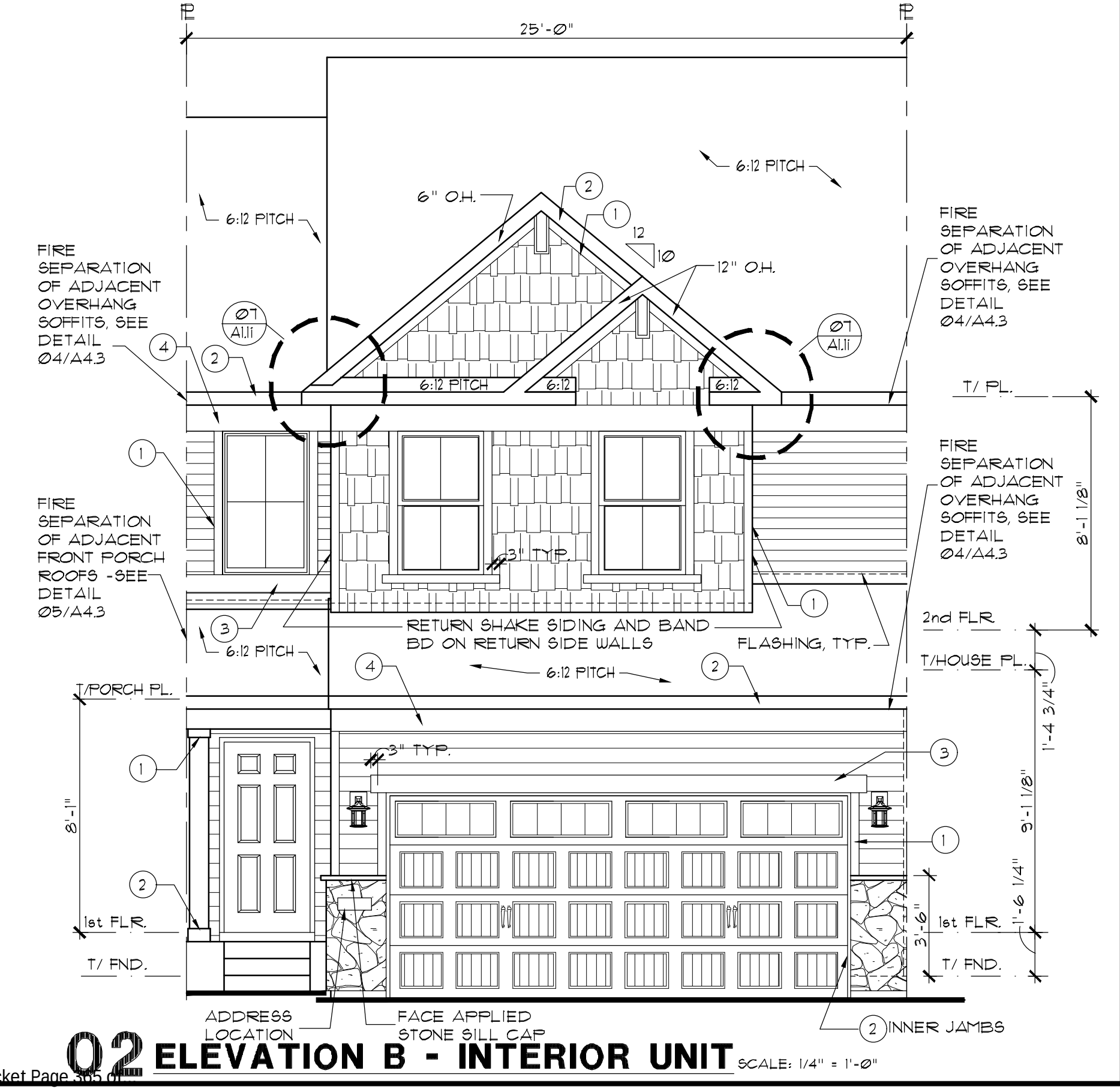
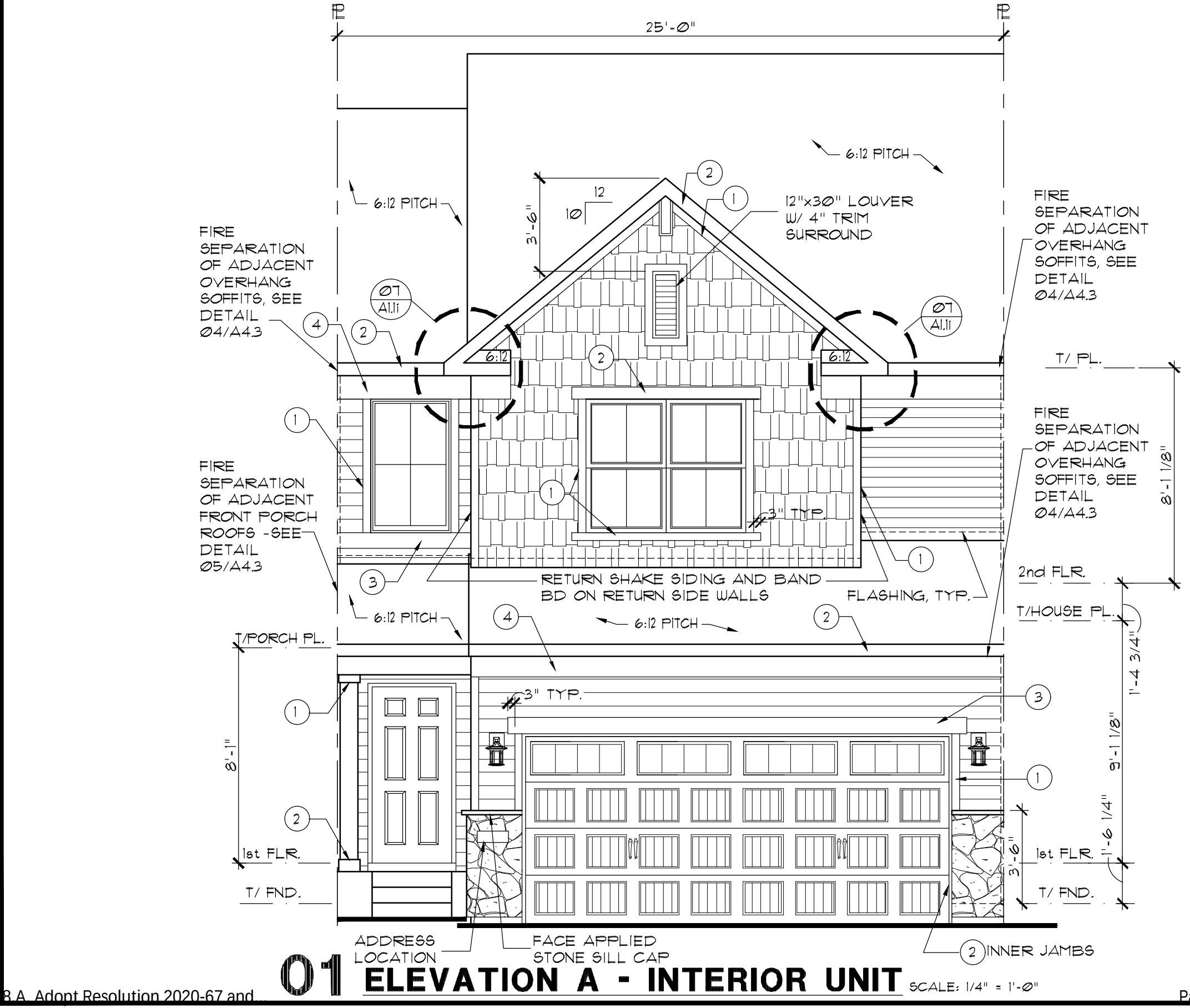
**ELEVATION NOTES:**

- STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.
- BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.

**EXTERIOR TRIM KEY**

| 1 | 4"  |
|---|-----|
| 2 | 6"  |
| 3 | 8"  |
| 4 | 10" |

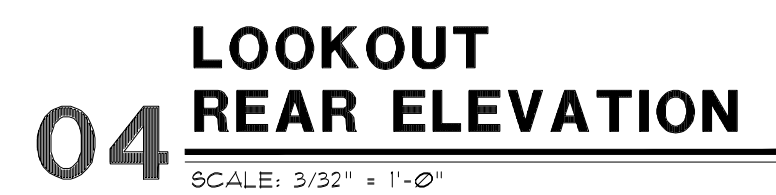
KEYNOTE SYMBOL  
MATERIAL ON TRIM KEY  
LOCATION OF MATERIAL



| REV. # | DATE       | REMARKS                |
|--------|------------|------------------------|
| 1      | 6-5-19     | ISSUE FOR CONSTRUCTION |
| 2      | 10-31-19   | Q1 2020 PLAN REVISIONS |
| 3      | 01-31-2020 | Q2 2020 PLAN REVISIONS |

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|               |                     |                |               |
|---------------|---------------------|----------------|---------------|
| FILE NAME:    | EC06A11             | XREFS:         | EC06-0000     |
| MODEL         | ST. CROIX E/1       | DRAWN BY       | CGW, SRE      |
| SHEET         | ELEVATIONS/ROOF PLN | COMMUNITY NAME | FALMOOR GLEN  |
| SHEET NUMBER: | A1.11               | OPTION INFO:   | INTERIOR UNIT |



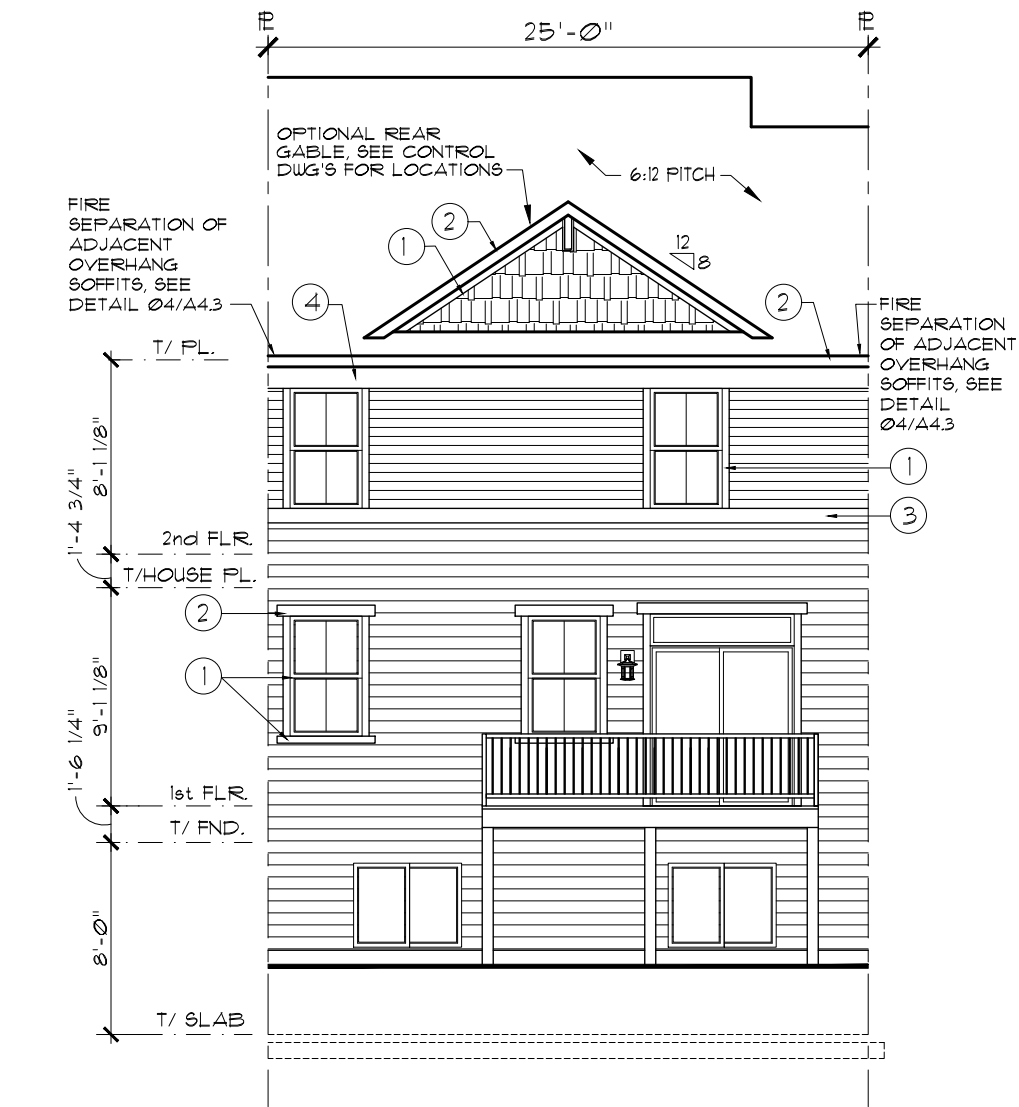
**ELEVATION NOTES:**

1. STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.
2. BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.

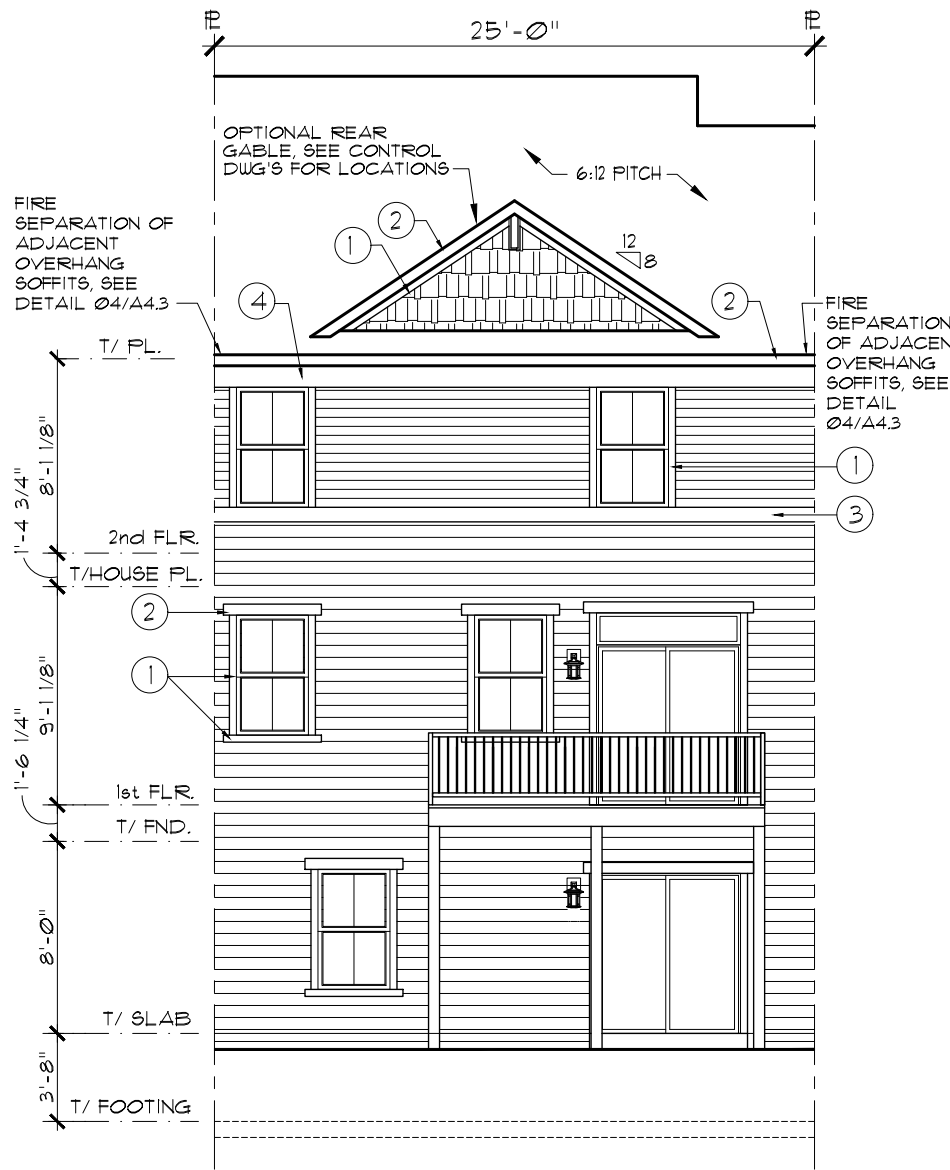


|                              |  |                                               |  |                                       |  |
|------------------------------|--|-----------------------------------------------|--|---------------------------------------|--|
| FILE NAME:<br><b>EC06A11</b> |  | <b>LENNAR®</b>                                |  |                                       |  |
| XREFS:                       |  |                                               |  |                                       |  |
|                              |  |                                               |  |                                       |  |
|                              |  |                                               |  |                                       |  |
|                              |  |                                               |  |                                       |  |
| SHEET NUMBER:<br><b>A12e</b> |  | MODEL<br><b>ST. CROIX E/1</b>                 |  | SET NO.<br><b>EC06-0000</b>           |  |
|                              |  | SHEET<br><b>ELEVATIONS/ROOF PLAN</b>          |  | DRAWN BY<br><b>CGW, SRE</b>           |  |
|                              |  |                                               |  | COMMUNITY NAME<br><b>FALMOOR GLEN</b> |  |
|                              |  | OPTION INFO:<br><b>END UNIT L.O. AND W.O.</b> |  | <b>END UNIT</b>                       |  |





01 LOOKOUT REAR ELEVATION  
SCALE: 1/8" = 1'-0"



02 WALKOUT REAR ELEVATION  
SCALE: 1/8" = 1'-0"

ELEVATION NOTES:

1. STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.
2. BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.

EXTERIOR TRIM KEY

|   |     |                                                     |
|---|-----|-----------------------------------------------------|
| 1 | 4"  |                                                     |
| 2 | 6"  | GARAGE INNER JAMBS, WINDOW SILL, GABLE RAKE, FASCIA |
| 3 | 8"  |                                                     |
| 4 | 10" | FRIEZE, RETURNS                                     |

KEYNOTE SYMBOL  
MATERIAL ON TRIM KEY  
LOCATION OF MATERIAL

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LENNAR®

MODEL  
ST. CROIX E/1

SHEET  
ELEVATIONS/ROOF PLN

OPTION INFO:  
INTERIOR UNIT L.O. AND W.O.

COMMUNITY NAME  
FALMOOR GLEN

INTERIOR UNIT

SHEET NUMBER:  
A1.21

FILE NAME:  
EC06A11

XREFS:

SET NO.  
EC06-0000

DRAWN BY  
CGW, SRE

REMARKS

DATE

REV. #

ISSUE FOR CONSTRUCTION

Q1 2020 PLAN REVISIONS

Q2 2020 PLAN REVISIONS

Q3 2020 PLAN REVISIONS

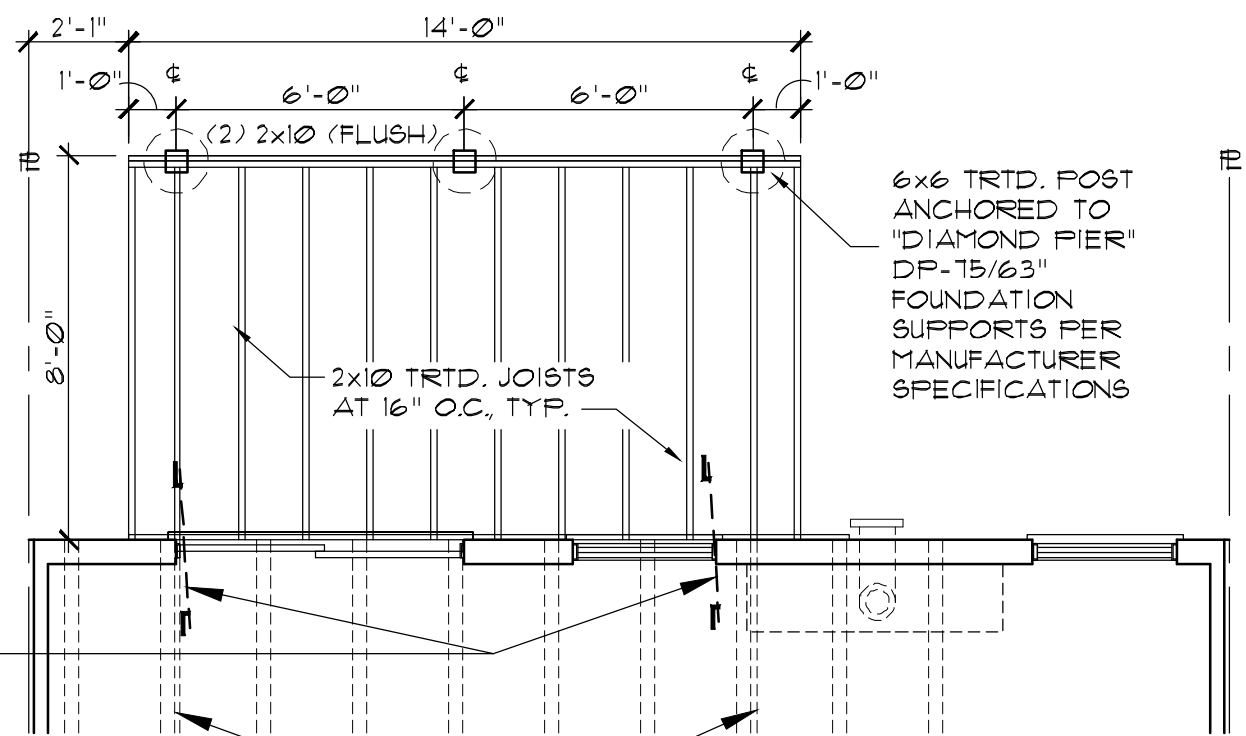
Q4 2020 PLAN REVISIONS

Q5 2020 PLAN REVISIONS

Q6 2020 PLAN REVISIONS

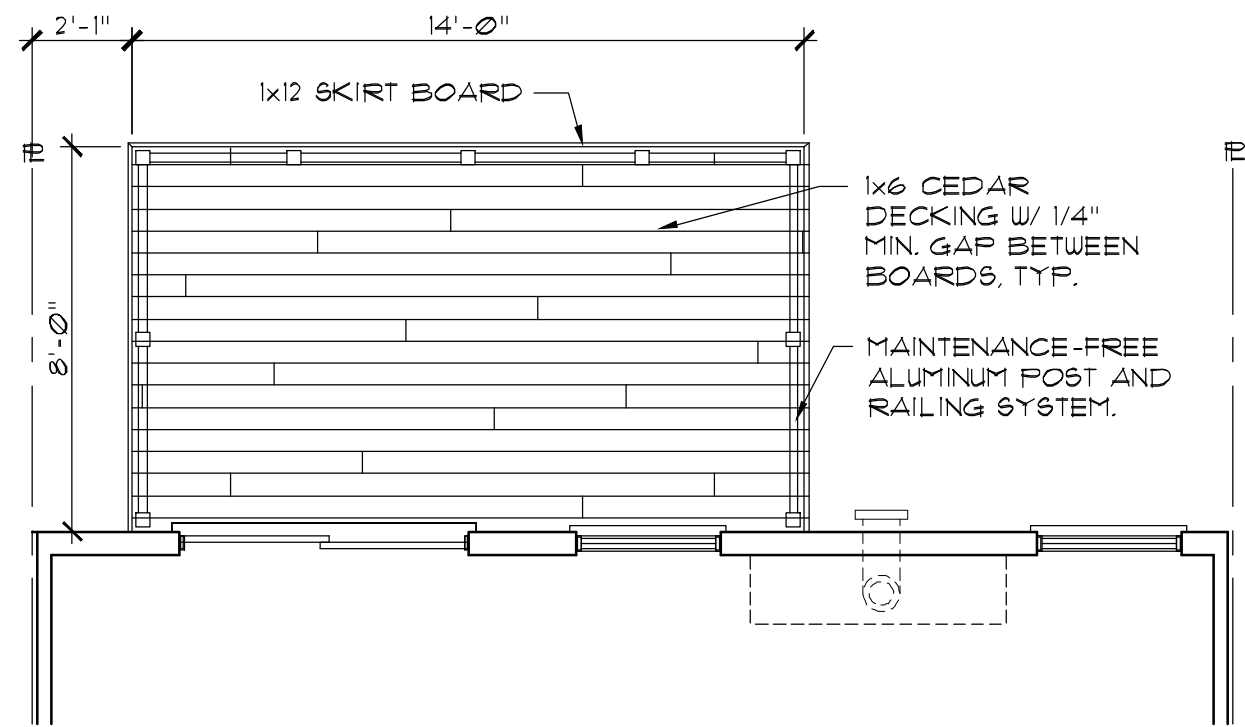
DECK TIE-BACKS  
SIMPSON DTT2Z WITH (2) SIMPSON SD625112  
SCREWS AT HOUSE JOIST AND DECK JOIST  
CONNECTED W/ 1/2" DIAMETER x 36" L HOT  
DIP GALV. A36 ALL-THREAD ROD (3'-6" L).  
PROVIDE TWO SUCH TIE-BACKS AT DECK  
EACH WITHIN 32" OF EDGE OF DECK

INSTALL 2x6 WD RUNNER x 12" L TO SIDE OF  
FLOOR TRUSS (AT TIE-BACK LOCATIONS).  
HOLD BOTTOM OF 2x6 FLUSH W/ BOTTOM OF  
FLOOR TRUSS. ATTACH TO BTM FLANGE OF  
TRUSS W/ 1/4" DIA. x 4" L WOOD SCREWS AT  
12" O.C. AND ATTACH AT EVERY TRUSS WEB  
MEMBER W/ (3) 1/4" DIA. x 4" L WOOD SCREWS  
AND CONSTRUCTION ADHESIVE



**03** DECK FOUNDATION & FRAMING PLAN - 8' x 14'

SCALE: 1/4" = 1'-0"

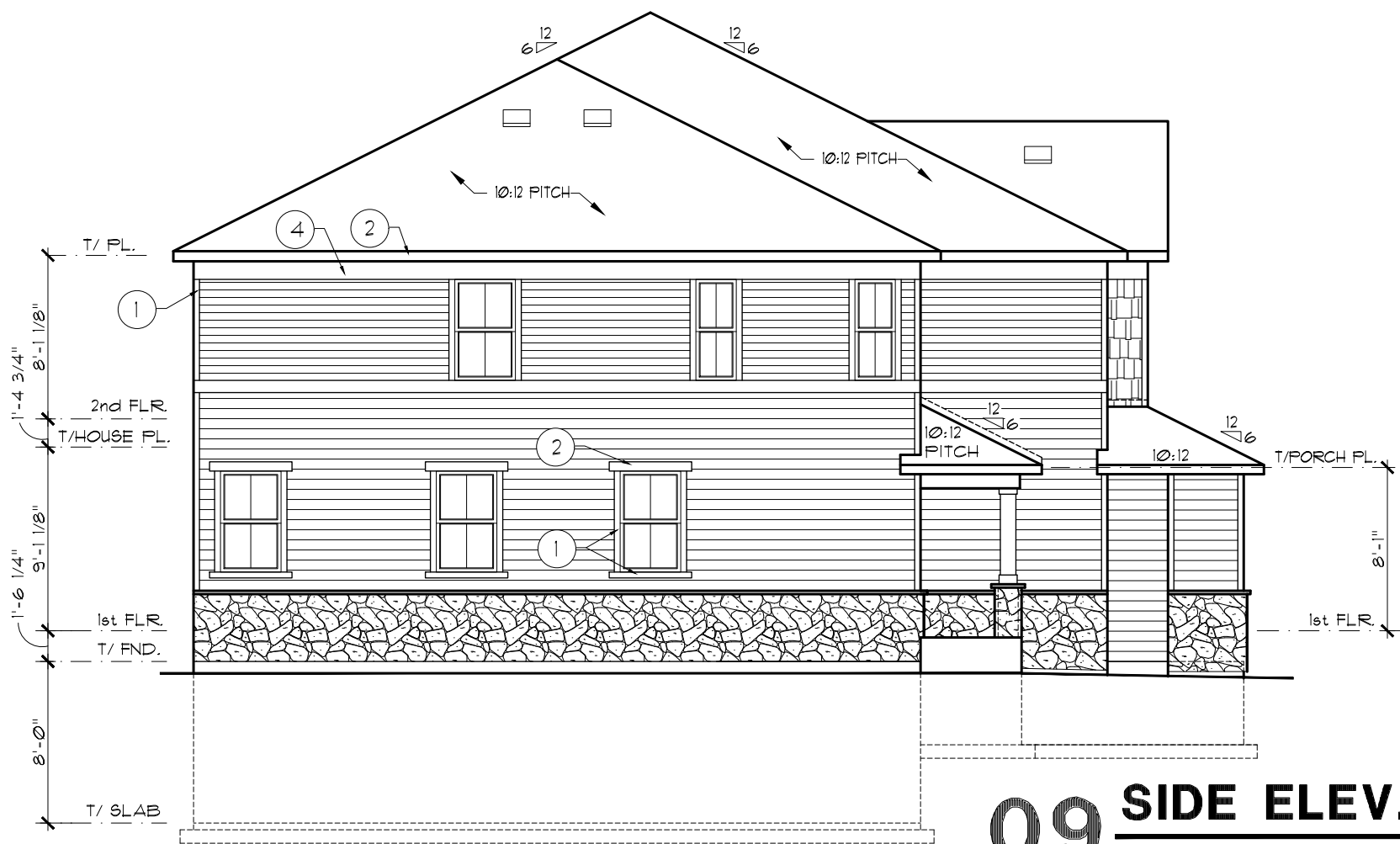


**04** DECK & RAIL PLAN - 8' x 14'

SCALE: 1/4" = 1'-0"

|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  |        |            |                        |
|------------------------------|--|------------------------|--|------------------------------------|--|---------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------|------------|------------------------|
| FILE NAME:<br>ECO06A4T       |  | MODEL<br>ST. CROIX E/I |  | SET NO.                            |  | COMMUNITY NAME<br><b>FALMOOR GLEN</b> |  | <div>The Lennar Corporation expressly reserves its copyright and other property rights in these plans and drawings. These plans and drawings are not to be reproduced or copied in any form or manner.</div> |  |        |            |                        |
| XREFS:                       |  |                        |  | DRAWN BY<br>ECO06-0000<br>CGW, SRE |  |                                       |  |                                                                                                                                                                                                              |  |        |            |                        |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  |        |            |                        |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  |        |            |                        |
| SHEET NUMBER:<br><b>A4.7</b> |  | SHEET<br>DECK DETAILS  |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  | REV. # | DATE       | REMARKS                |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  | 1      | 6-5-19     | ISSUE FOR CONSTRUCTION |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  | 2      | 10-31-19   | Q1 2020 PLAN REVISIONS |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  |        | 01-31-2020 | Q2 2020 PLAN REVISIONS |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  |        |            |                        |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  |        |            |                        |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  |        |            |                        |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  |        |            |                        |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  |        |            |                        |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  |        |            |                        |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  |        |            |                        |
|                              |  |                        |  |                                    |  |                                       |  |                                                                                                                                                                                                              |  |        |            |                        |





**09 SIDE ELEV. STONE END**  
SCALE: 1/8" = 1'-0"

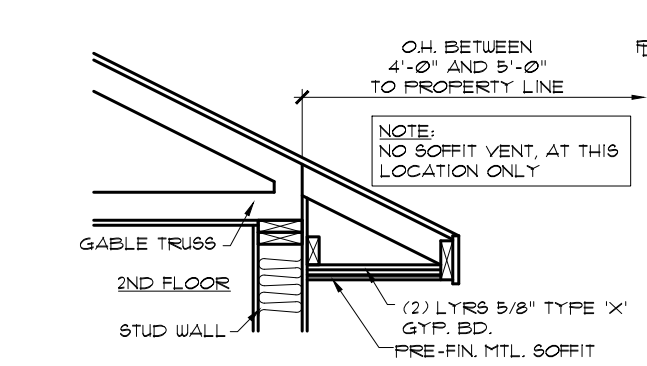
| EXTERIOR TRIM KEY    |                                                        |
|----------------------|--------------------------------------------------------|
| 1                    | 4" WINDOW TRIM                                         |
| 2                    | 6" GARAGE INNER JAMBS, WINDOW TRIM, GABLE RAKE, FASCIA |
| 3                    | 8"                                                     |
| 4                    | 10" FRIEZE, RETURNS                                    |
| KEYNOTE SYMBOL       |                                                        |
| MATERIAL ON TRIM KEY |                                                        |
| LOCATION OF MATERIAL |                                                        |

**ELEVATION NOTES:**

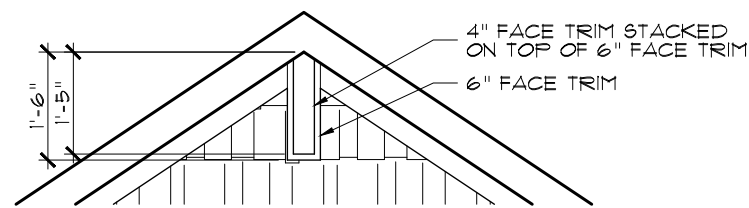
1. STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.
2. BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.



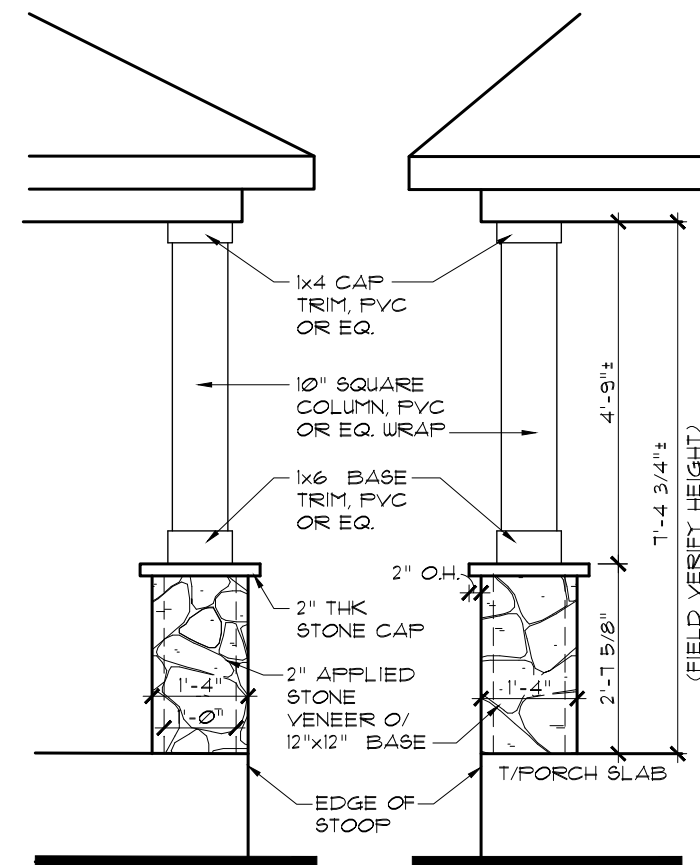
**02 SIDE ELEV. SIDING END**  
SCALE: 1/8" = 1'-0"



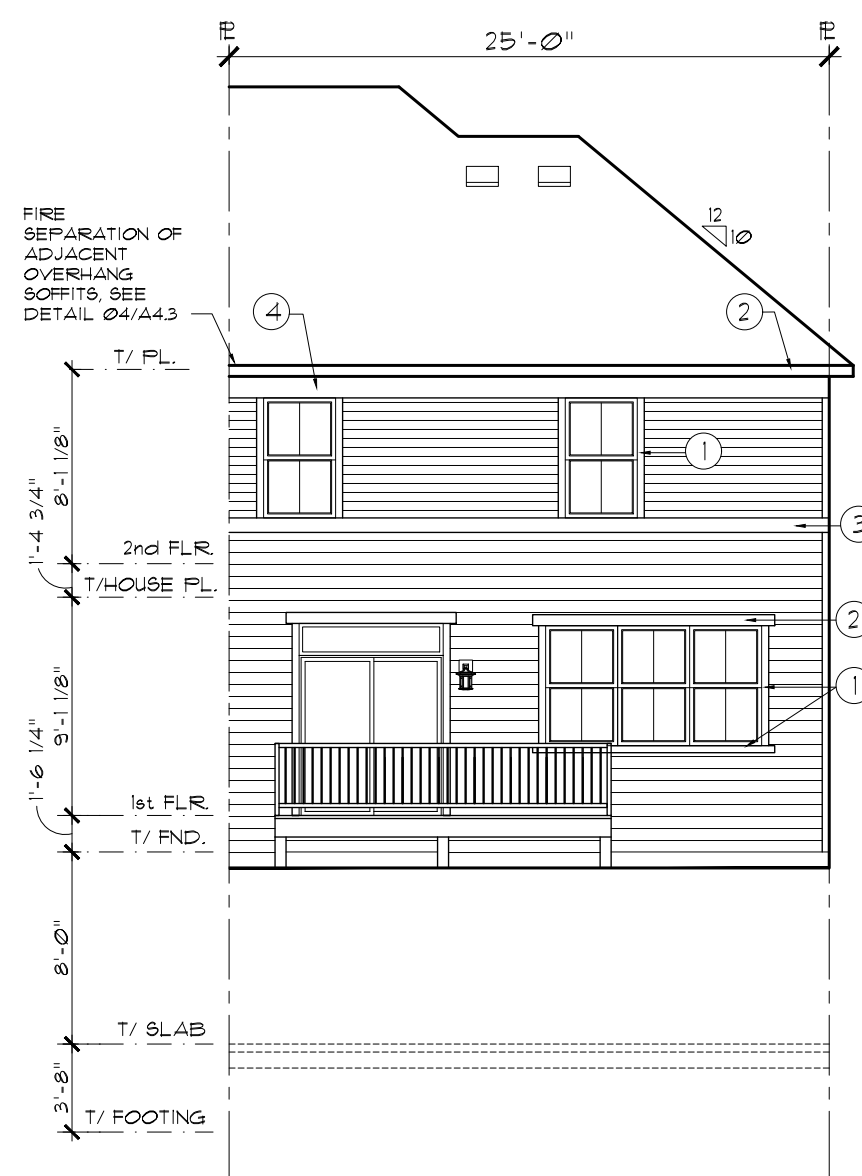
**07 FIRE-RATED EAVE**  
SCALE: 1/2" = 1'-0"



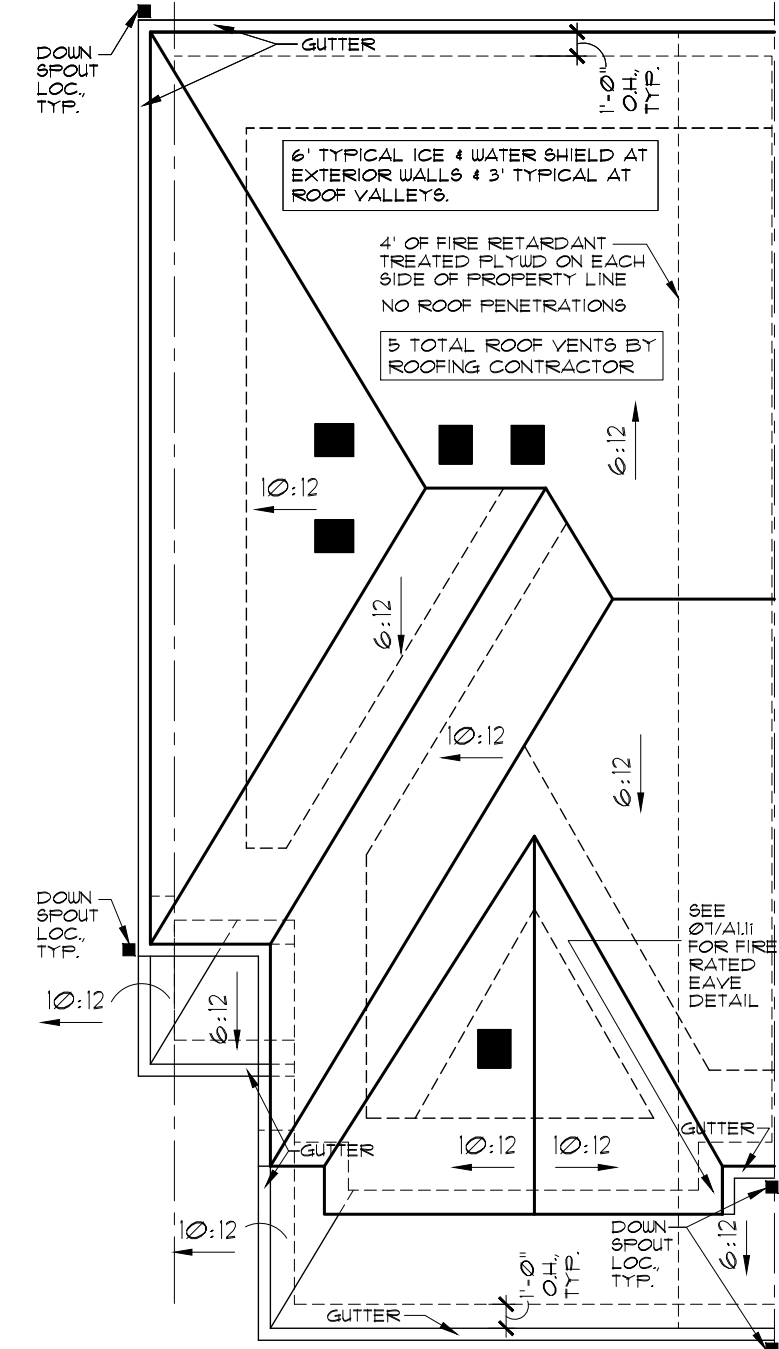
**08 GABLE TRIM DETAIL**  
SCALE: 3/8" = 1'-0"



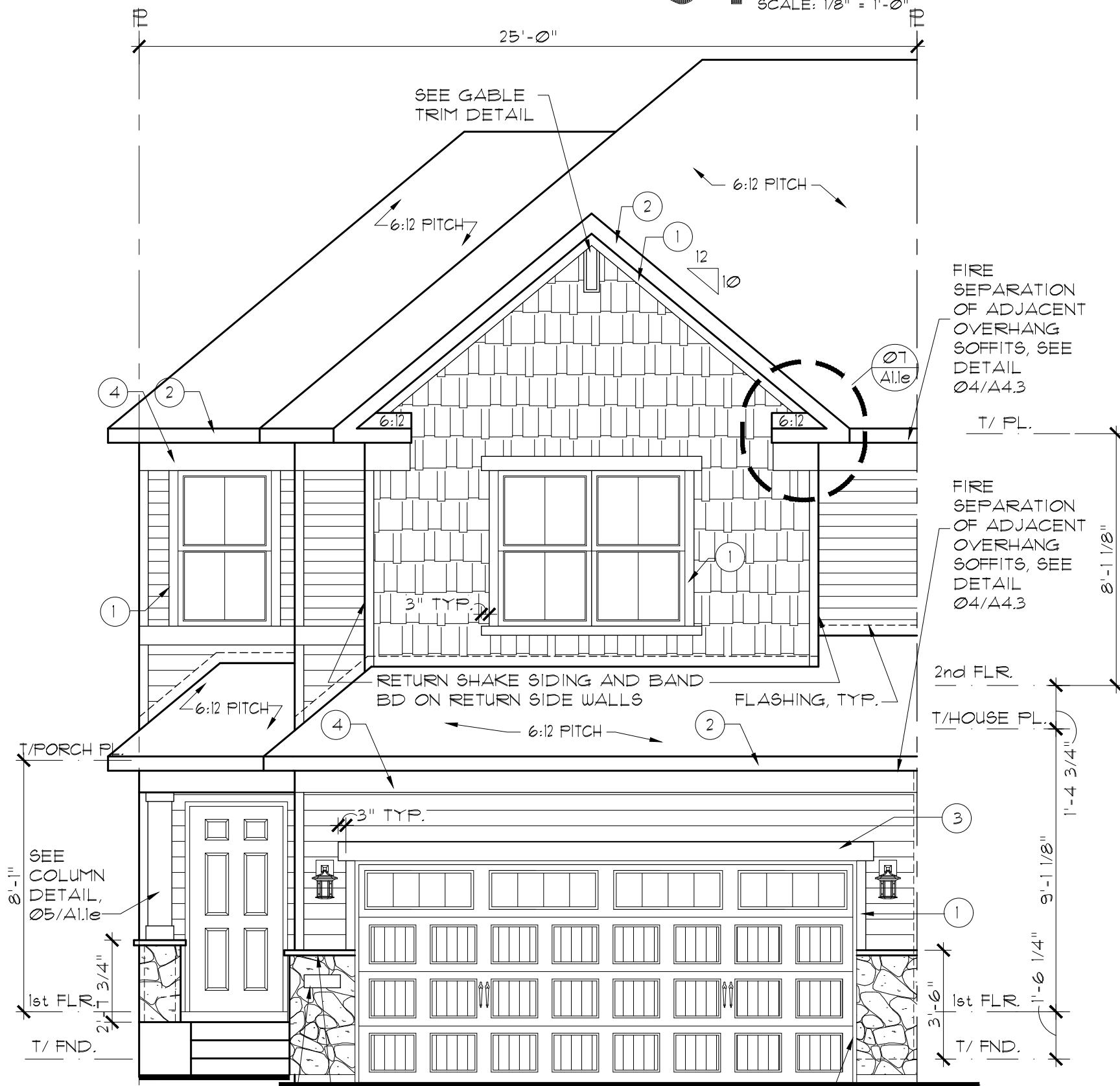
**05 COLUMN DETAIL**  
SCALE: 3/8" = 1'-0"



**03 REAR ELEVATION**  
SCALE: 1/8" = 1'-0"



**04 ROOF PLAN**  
SCALE: 1/8" = 1'-0"



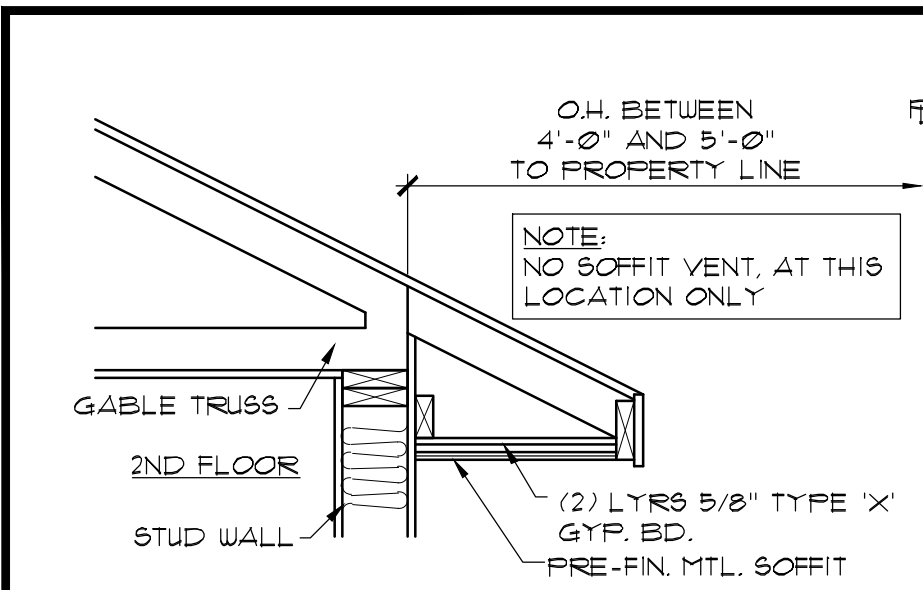
**01 FRONT ELEVATION - END UNIT (ELEV. C)**  
SCALE: 1/4" = 1'-0"

| REV. # | DATE     | REMARKS                |
|--------|----------|------------------------|
| 1      | 6-5-19   | ISSUE FOR CONSTRUCTION |
| 2      | 10-31-19 | Q1 2020 PLAN REVISIONS |
| 3      | 01-31-20 | Q2 2020 PLAN REVISIONS |
| 4      | 3-2-20   | CHANGED FORCH COLUMN   |

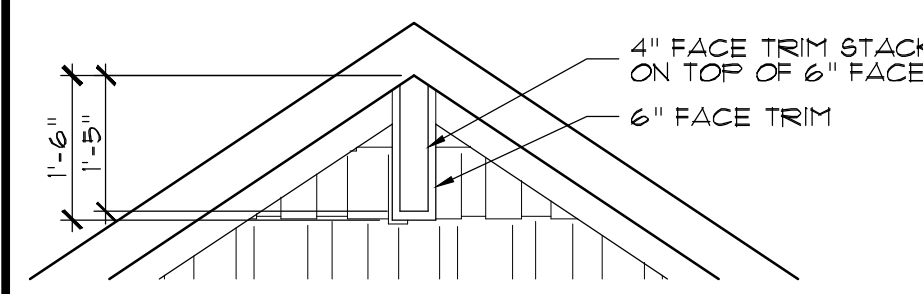
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|                    |  |                    |  |                              |  |                       |  |
|--------------------|--|--------------------|--|------------------------------|--|-----------------------|--|
| FILE NAME: ECOTAIL |  | MODEL: TAYLOR E/   |  | SHEET: ELEVATIONS/ROOF PLN   |  | SHEET NUMBER: A1.10   |  |
| XREFS:             |  | DRAWN BY: CGW, SRE |  | COMMUNITY NAME: FALMOOR GLEN |  | OPTION INFO: END UNIT |  |
| SET NO.:           |  | ECOT-0000          |  | END UNIT                     |  |                       |  |

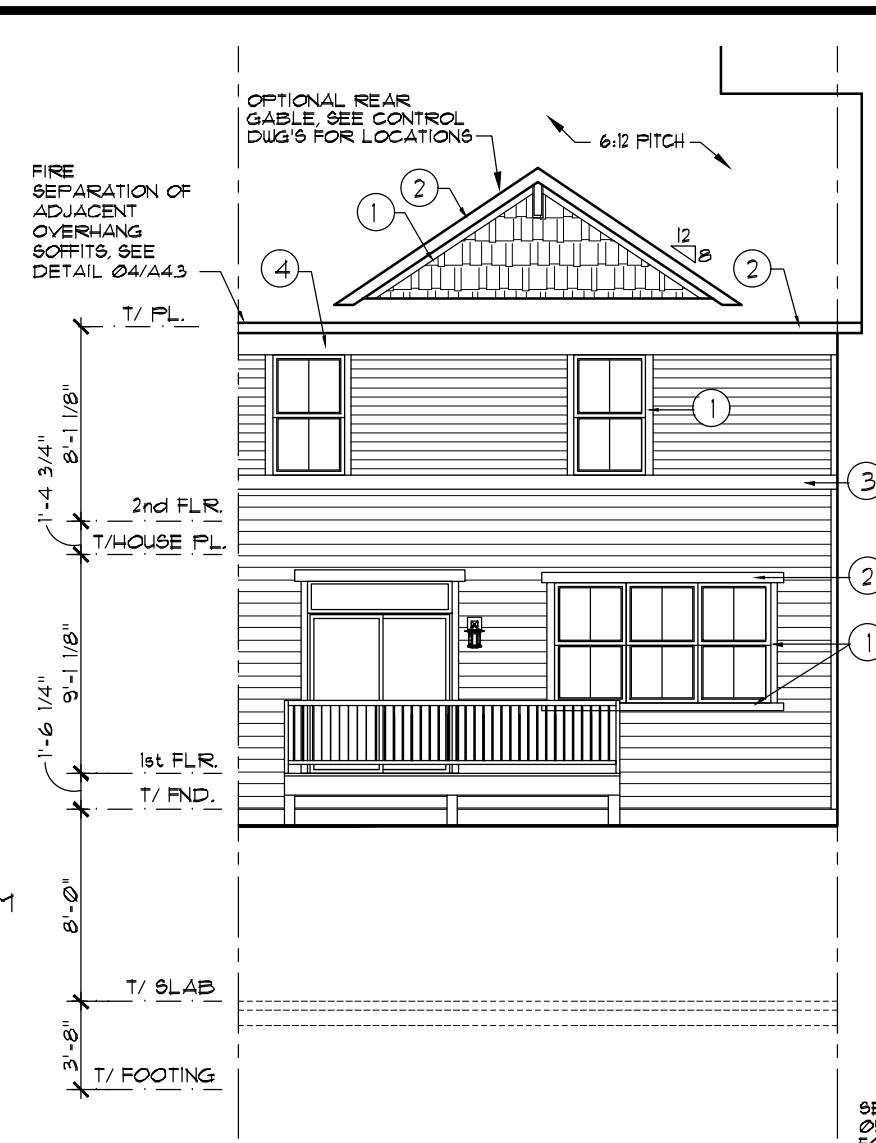
**LENNAR**



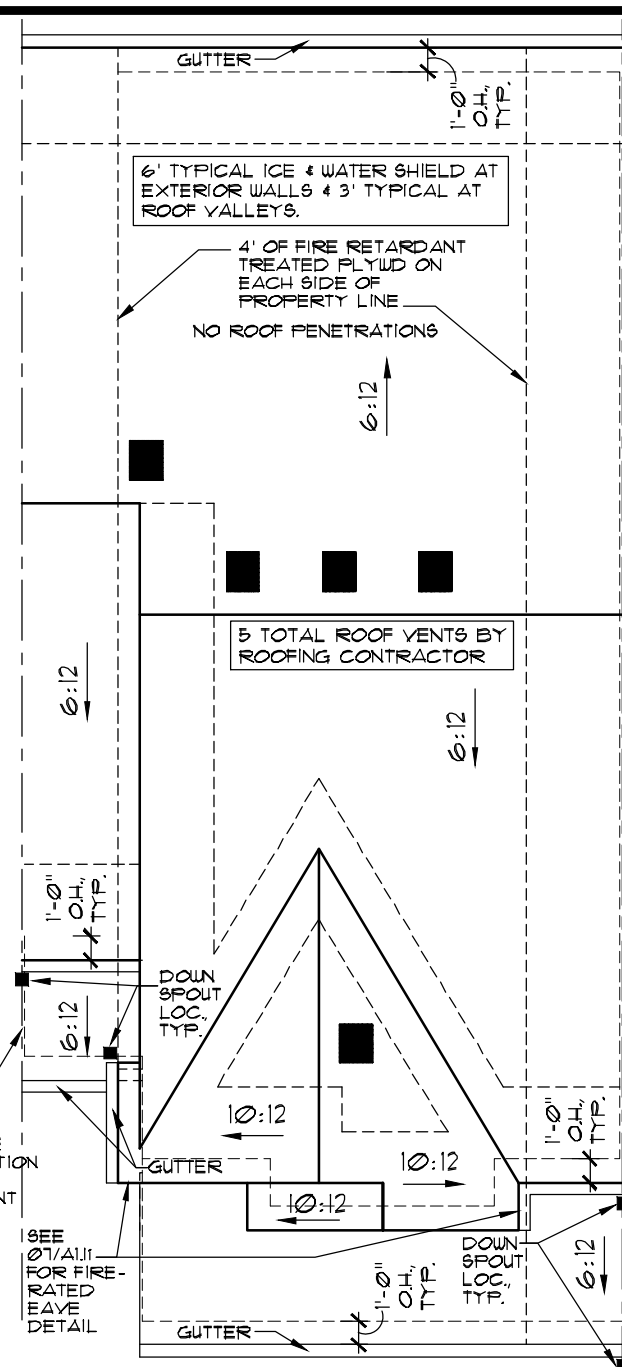
**07 FIRE-RATED EAVE**  
SCALE: 3/4" = 1'-0"



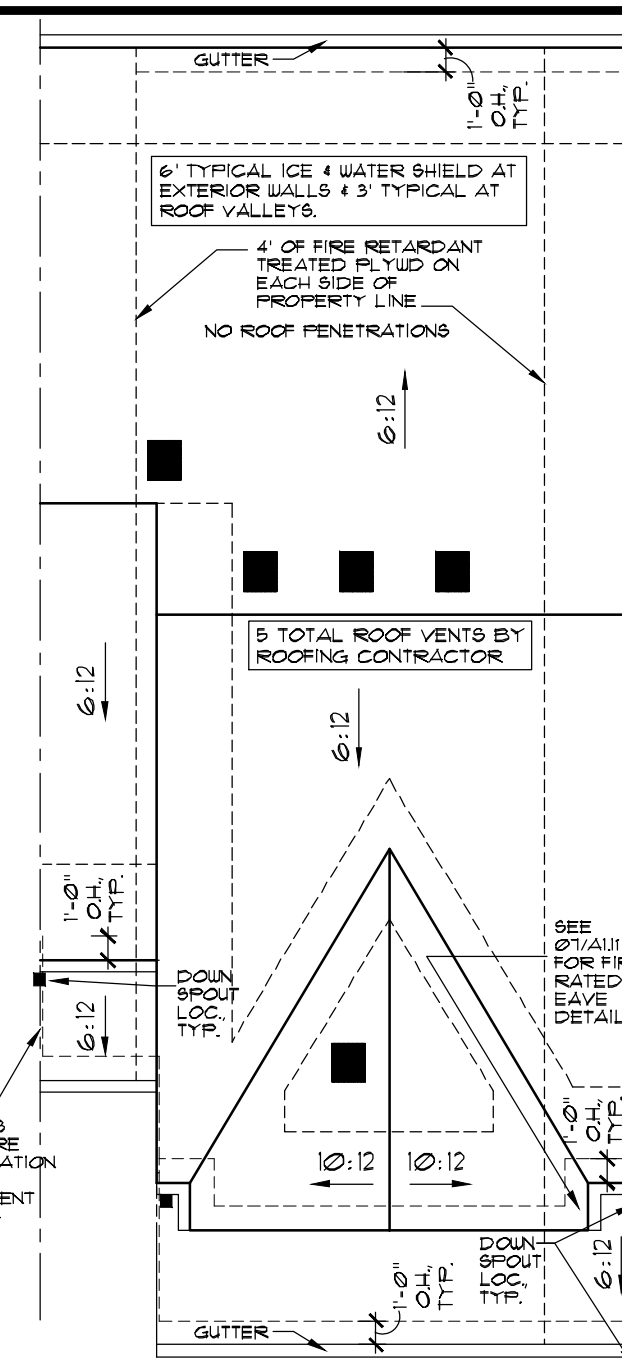
**08 GABLE TRIM DETAIL**  
SCALE: 1/2" = 1'-0"



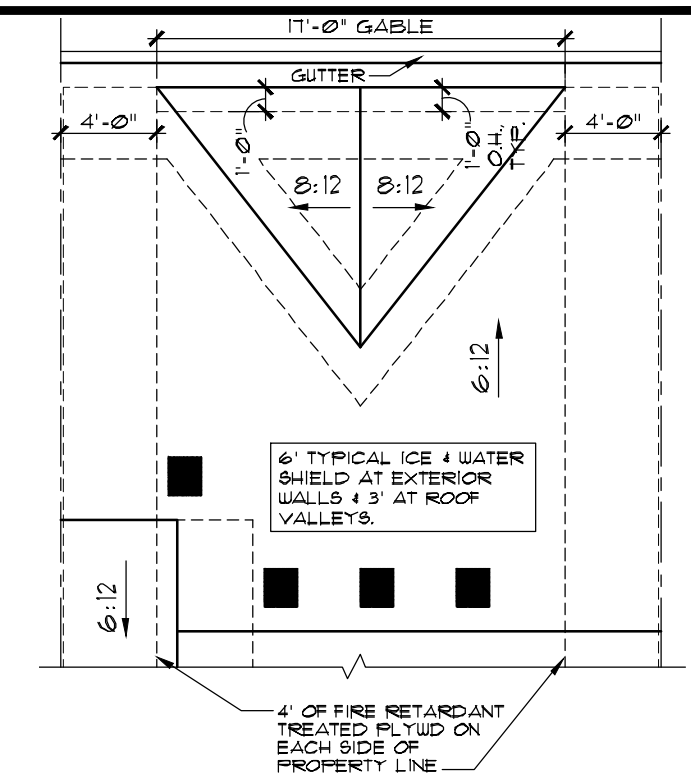
**03 REAR ELEVATION**  
SCALE: 1/8" = 1'-0"



**04 ROOF PLAN A**  
SCALE: 1/8" = 1'-0"



**05 ROOF PLAN B**  
SCALE: 1/8" = 1'-0"



**06 PART. ROOF PLAN REAR GABLE DET.**  
SCALE: 1/8" = 1'-0"

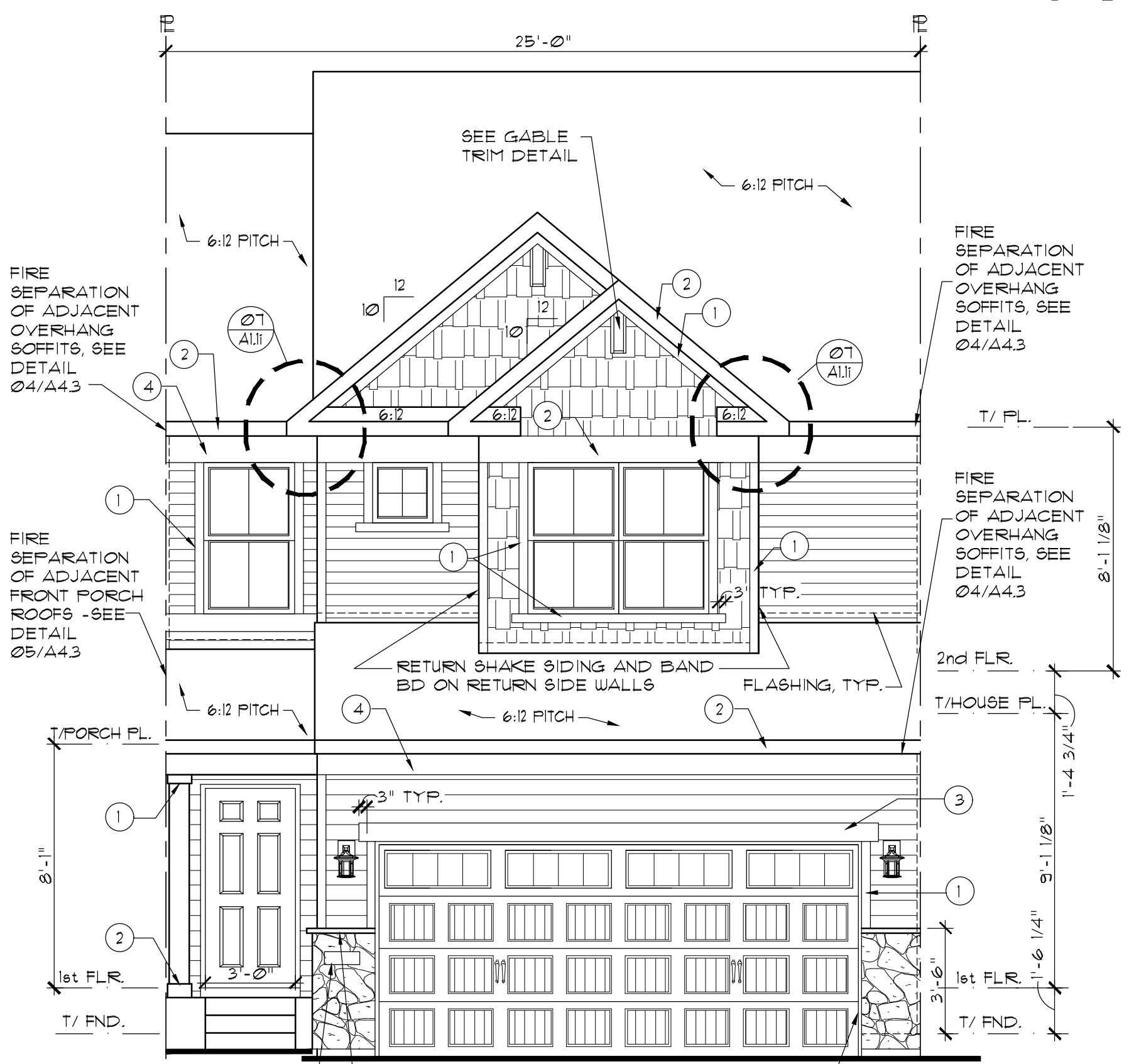
- ELEVATION NOTES:**
- STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.
  - BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.

| EXTERIOR TRIM KEY |                                                        |
|-------------------|--------------------------------------------------------|
| 1                 | 4" WINDOW TRIM                                         |
| 2                 | 6" GARAGE INNER JAMBS, WINDOW TRIM, GABLE RAKE, FASCIA |
| 3                 | 8"                                                     |
| 4                 | 10" FRIEZE, RETURNS                                    |

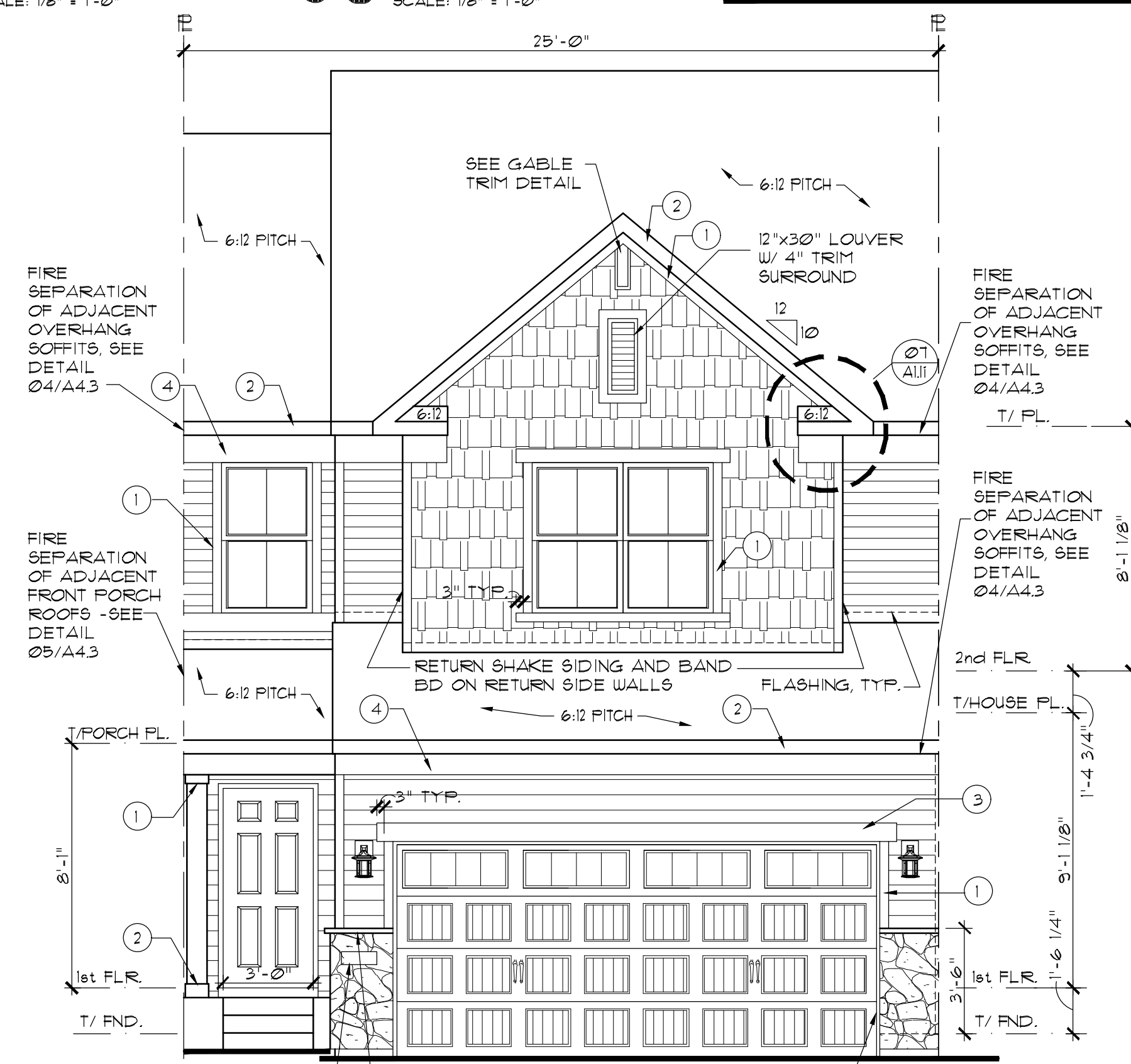
KEYNOTE SYMBOL  
MATERIAL ON TRIM KEY  
LOCATION OF MATERIAL

| REV. # | DATE     | REMARKS                |
|--------|----------|------------------------|
| 1      | 6-5-19   | ISSUE FOR CONSTRUCTION |
| 2      | 10-31-19 | Q1 2020 PLAN REVISIONS |
| 3      | 01-31-20 | Q2 2020 PLAN REVISIONS |

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**01 ELEVATION A - INTERIOR UNIT**  
SCALE: 1/4" = 1'-0"



**02 ELEVATION B - INTERIOR UNIT**  
SCALE: 1/4" = 1'-0"

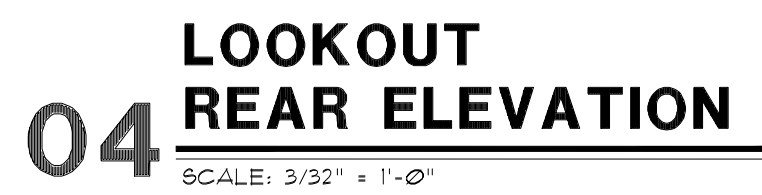
**LENNAR**

MODEL: TAYLOR E/I  
SHEET: ELEVATIONS/ROOF PLN  
OPTION INFO: INTERIOR UNIT

FILE NAME: ECOTAIL XREF6:  
DRAWN BY: CGW, SRE  
COMMUNITY NAME: FALMOOR GLEN  
SHEET NUMBER: A1.11

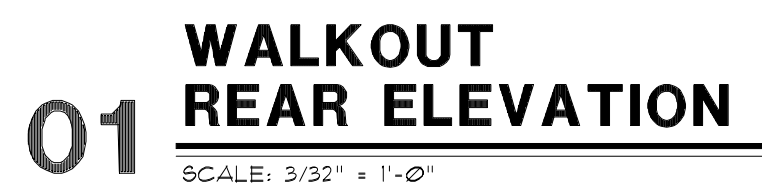
INTERIOR UNIT



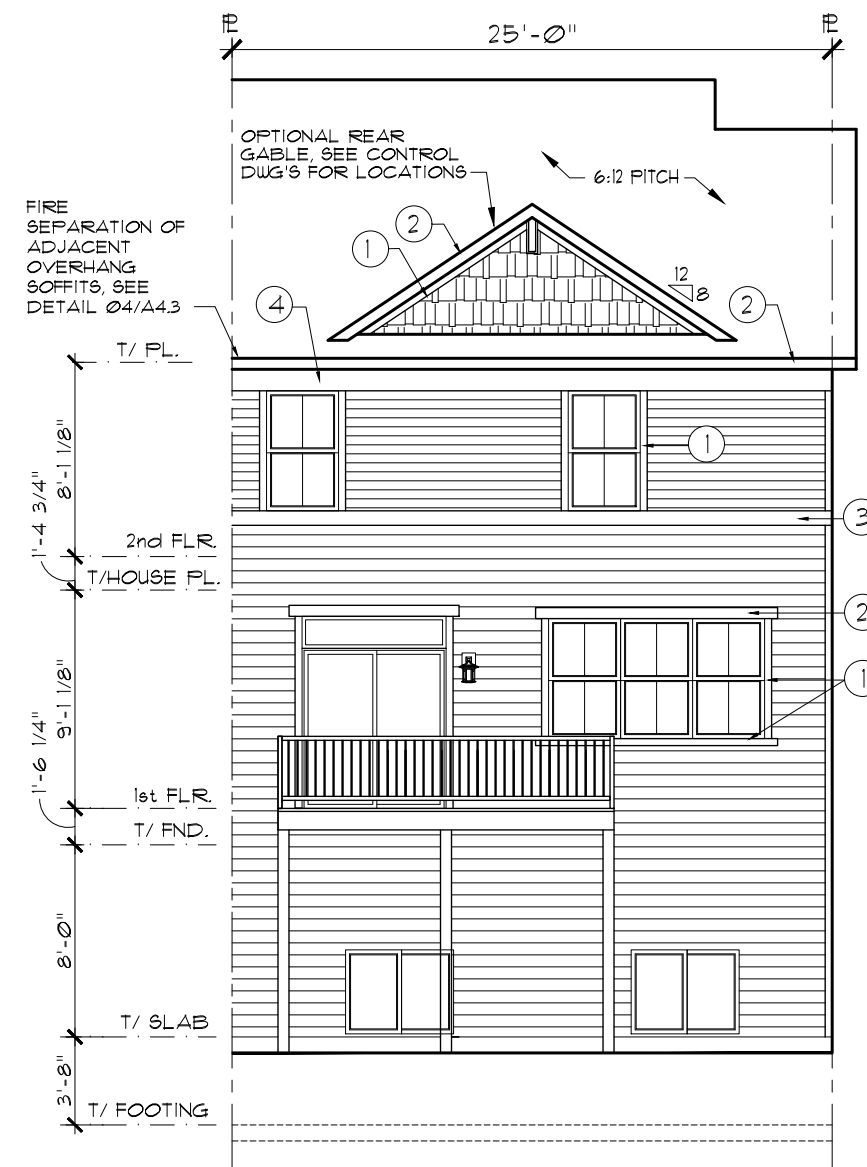


### ELEVATION NOTES:

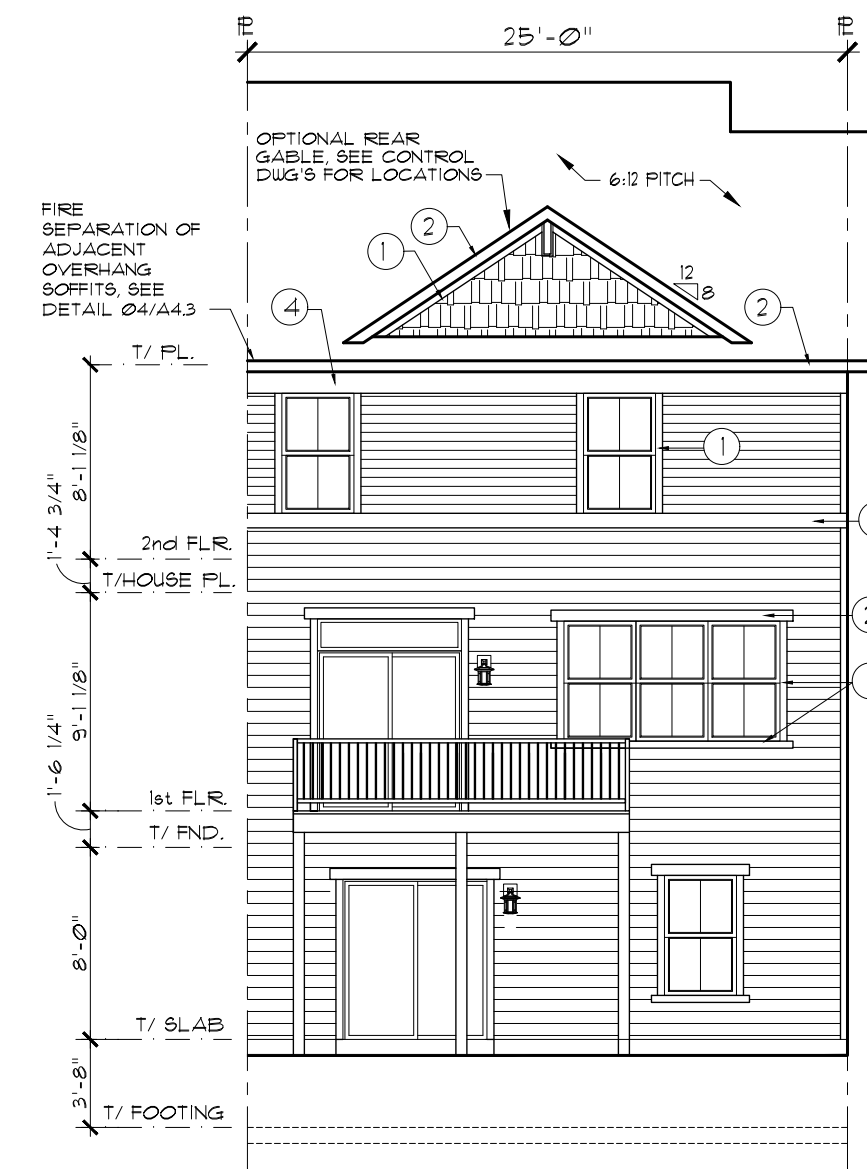
1. STRUCTURAL SHEATHING USED AT EXTERIOR WALLS TO PROVIDE LATERAL BRACING.
2. BAND BOARD TRIM WILL STEP UP OR DOWN WITH BUILDING IT IS ATTACHED TO WHEN UNITS STEP.



|                                                                                                                                                                                                              |  |                                        |  |                        |  |                      |  |                                |  |          |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|--|------------------------|--|----------------------|--|--------------------------------|--|----------|--|
| FILE NAME:<br>EC07AIL                                                                                                                                                                                        |  | MODEL<br>TAYLOR E/I                    |  | SET NO.<br>EC01-0000   |  | DRAWN BY<br>CGW, SRE |  | COMMUNITY NAME<br>FALMOOR GLEN |  | END UNIT |  |
| XREFS:                                                                                                                                                                                                       |  | SHEET<br>ELEVATIONS/ROOF PLN           |  |                        |  |                      |  |                                |  |          |  |
|                                                                                                                                                                                                              |  |                                        |  |                        |  |                      |  |                                |  |          |  |
| SHEET NUMBER:<br><b>A120</b>                                                                                                                                                                                 |  | OPTION INFO:<br>END UNIT L.O. AND W.O. |  |                        |  |                      |  |                                |  |          |  |
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| REV. #                                                                                                                                                                                                       |  | DATE                                   |  | REMARKS                |  |                      |  |                                |  |          |  |
| 1                                                                                                                                                                                                            |  | 6-5-19                                 |  | ISSUE FOR CONSTRUCTION |  |                      |  |                                |  |          |  |
| 2                                                                                                                                                                                                            |  | 10-31-19                               |  | Q1 2020 PLAN REVISIONS |  |                      |  |                                |  |          |  |
| 3                                                                                                                                                                                                            |  | 01-31-20                               |  | Q2 2020 PLAN REVISIONS |  |                      |  |                                |  |          |  |
|                                                                                                                                                                                                              |  | 3-2-20                                 |  | CHANGED FORCH COLUMN   |  |                      |  |                                |  |          |  |
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## 01 LOOKOUT REAR ELEVATION



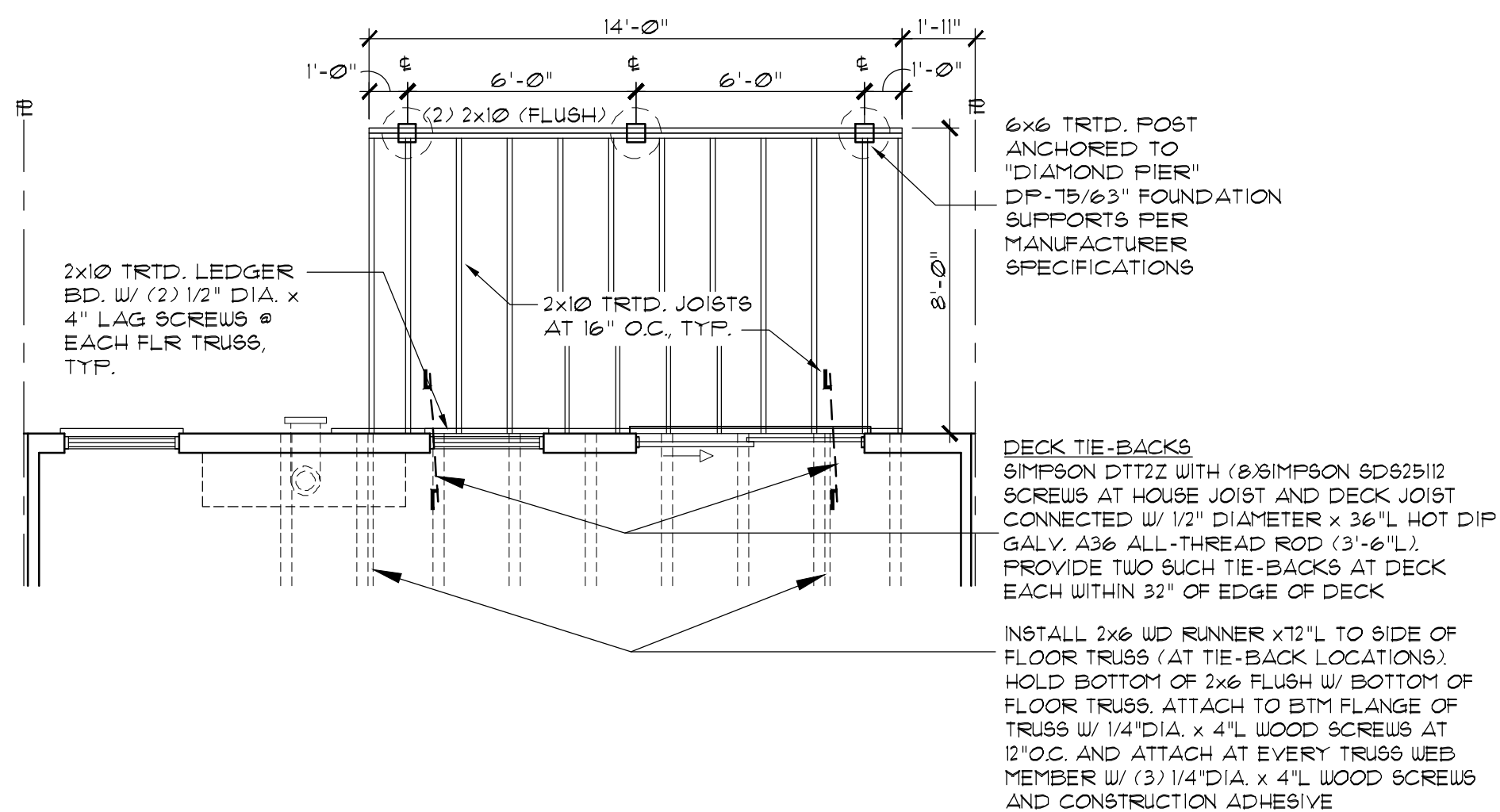
## 02 WALKOUT REAR ELEVATION

| REV. # | DATE     | REMARKS                |
|--------|----------|------------------------|
|        | 6-5-19   | ISSUE FOR CONSTRUCTION |
| 1      | 10-31-19 | Q1 2020 PLAN REVISIONS |
| 2      | 01-31-20 | Q2 2020 PLAN REVISIONS |
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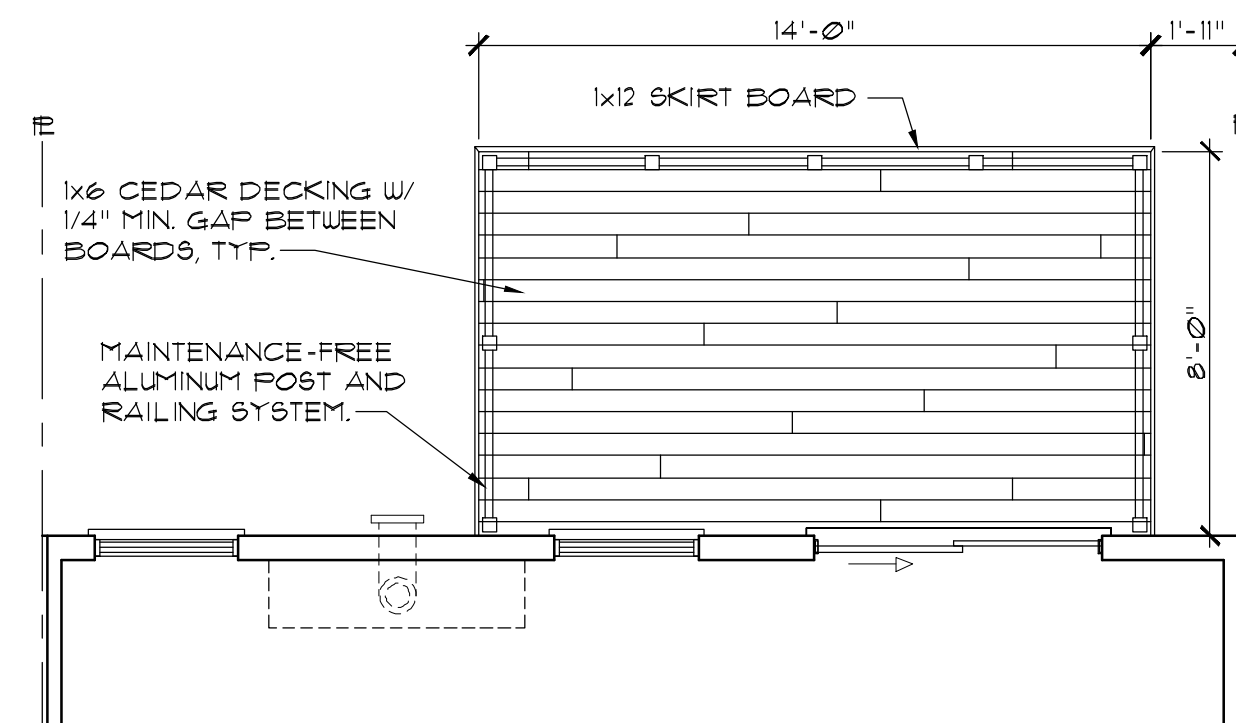
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|                               |                                                                                                                                                                                                                  |                      |           |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------|
| FILE NAME:<br>EC07A11         | <div> <div>LENNAR®</div> <div> <div>MODEL</div> <div>TAYLOR E/I</div> <div>SHEET</div> <div>ELEVATIONS/ROOF PLAN</div> <div> <div>OPTION INFO:</div> <div>INTERIOR UNIT L.O. AND W.O.</div> </div> </div> </div> | SET NO.              | EC07-0000 |
| X-REFS:                       |                                                                                                                                                                                                                  | DRAWN BY             | CGW, GRE  |
|                               |                                                                                                                                                                                                                  | COMMUNITY NAME       |           |
|                               |                                                                                                                                                                                                                  | <b>FALMOOR GLEN</b>  |           |
|                               |                                                                                                                                                                                                                  | <b>INTERIOR UNIT</b> |           |
| SHEET NUMBER:<br><b>A1.21</b> |                                                                                                                                                                                                                  |                      |           |





**01 DECK FOUNDATION & FRAMING PLAN - 8' x 14'**  
SCALE: 1/4" = 1'-0"



**02 DECK & RAIL PLAN - 8' x 14'**  
SCALE: 1/4" = 1'-0"

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| REV. # | DATE     | REMARKS                |
|--------|----------|------------------------|
| 1      | 01-31-19 | Q1 2020 PLAN REVISIONS |
| 2      | 01-31-20 | Q2 2020 PLAN REVISIONS |
|        |          |                        |
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|                                                                           |                       |                      |                      |                                       |
|---------------------------------------------------------------------------|-----------------------|----------------------|----------------------|---------------------------------------|
| <b>LENNAR®</b><br><b>TAYLOR E/I</b><br><b>DECK DETAILS</b><br><b>A4.7</b> | MODEL<br>EC01447      | SET NO.<br>EC01-0000 | DRAWN BY<br>CGW, SRE | COMMUNITY NAME<br><b>FALMOOR GLEN</b> |
|                                                                           | SHEET<br>DECK DETAILS | OPTION INFO<br>ALL   |                      |                                       |
|                                                                           |                       |                      |                      |                                       |
|                                                                           |                       |                      |                      |                                       |

**REQUEST FOR ACTION  
CHASKA CITY COUNCIL  
08/17/2020**

**Subject: Encroachment into Wooded Steep Slope & Setbacks for Tract B of RLS No. 117 — Variance Request for Dwelling Unit**

Applicant: Karyn & Nick Acevedo

Location: South of Cardinal Street, West of Highway 41

Case No.: 2020-16

Synopsis: Applicant is requesting the approval of a variance request for a dwelling unit to encroach into wooded steep slopes and its associated setbacks

Prepared By: Elizabeth Hanson

Recommendation: Motion to adopt Resolution

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**BACKGROUND**

The subject property is legally described as Tract B of Registered Land Survey (RLS) No. 117. This RLS was approved in May 18, 1998 by the City, which platted two residential properties (Tract A and Tract B). Tract A contained the existing home of Greg Ohnsorg, and Tract B was created for a future residence to be built on it.

The approvals created certain easements on the property. One being a scenic and drainage easement on the north side of Tract B to preserve the wooded ravine. A cross access easement and joint driveway maintenance agreement was also created to allow access to both parcels from Cardinal Street.

**Existing Conditions**

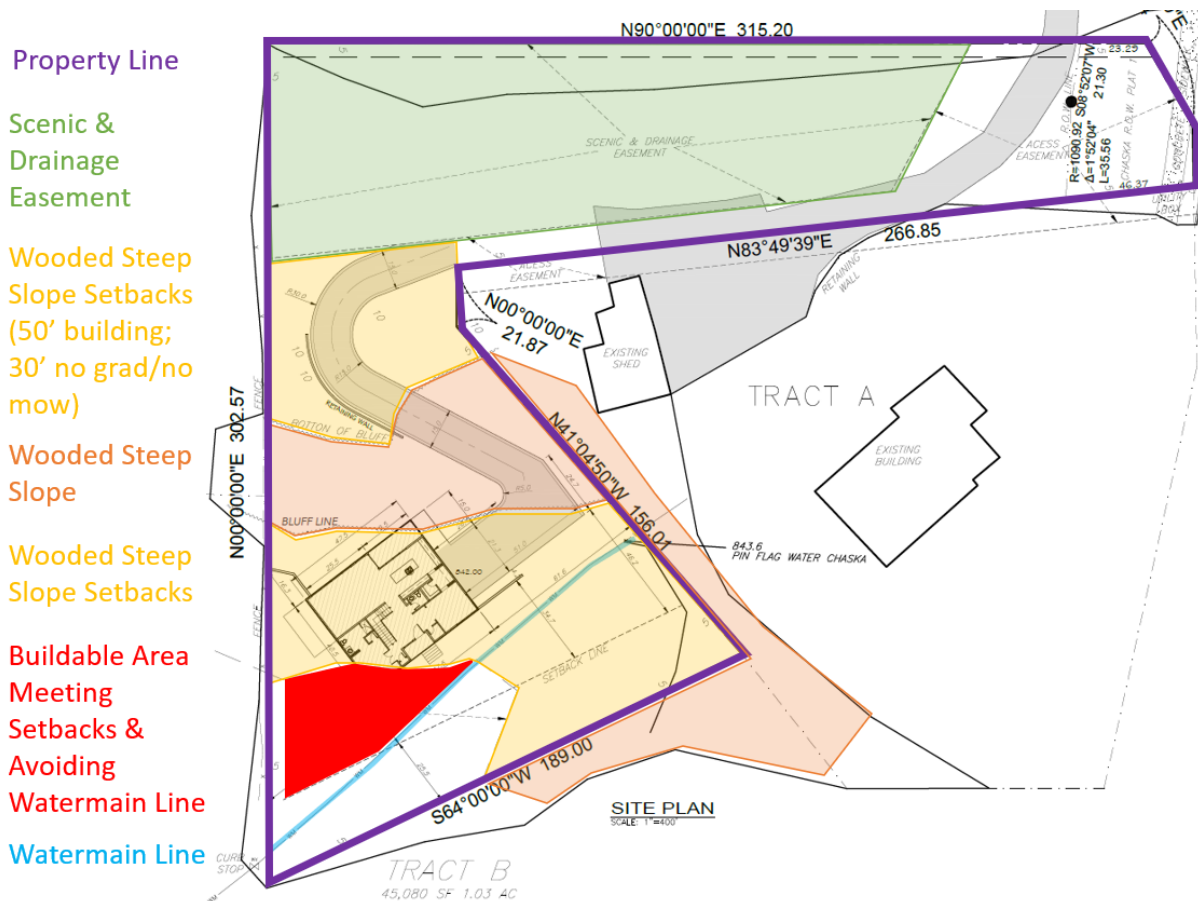
The property, Tract B, is approximately 1 acre in size and is made up of two separate parcels (PIDs 305480030 and 305480040), but they are contiguous. Its shape is also very irregular. As stated above, a scenic & drainage easement exists on the north side of the property, which was put in place to protect the wooded ravine system. A cross access easement exists just south of the scenic & drainage easement, which is 20 feet wide and runs across 10 feet of the southern portion of Tract B and 10 feet of the northern portion of Tract A. This easement allows dual usage from Tract A & B of the driveway from Cardinal Street.

The property is entirely wooded. Wooded steep slope delineations exist in the middle of the parcel. A tree survey was completed in May of this year. The summary outcome was the entire Tract B consists of 89 existing trees that are taller than six (6) feet in height and greater than six (6) inches in diameter (dbh). These trees were tagged and classified and catalogued by species and their condition. Of the 89 catalogued trees, only six (6) were in "Good" condition



and four (4) were in "Great" condition. These 10 trees in good and great condition are being preserved with the project.

A watermain line exists on the south side of the property. Please see below for visual representation of the above pieces.



## Utilities

Municipal sanitary sewer and water main utilities are available in the area for connection or extension to serve the proposed home. City staff will continue to work with applicant on the connection options to public utilities which is a requirement for properties located within the City's municipal utility service area.

## Land Use

The property is currently zoned Medium Density Residential (R2).

## VARIANCE FACTS

In order for a variance to be granted, the applicant must provide a written statement containing the following:

- Conditions that create a hardship (see hardship definition below) that would prohibit reasonable development without a Variance;

- Conditions on the property that create a hardship that are not present on similar sized lots in the same area and zoning district; and
- Relationships with abutting property that will not be adversely affected by the Variance.

Minnesota State Statute in Chapter 462.357, Subdivision 6, (2), defines "undue hardship" as: "... means the property in question cannot be put to a reasonable use if used under conditions allowed the official controls, the plight of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone shall not constitute an undue hardship if reasonable use of the property exists under the terms of the ordinance..."

The general standards for approval of a variance are found in Section 14.8.1, of the Zoning Ordinance, which states the following:

"The City Council may grant variances from the literal provisions of this Ordinance where their strict enforcement would cause undue hardship because of circumstances unique to the individual property under consideration, and to grant such variances only when it is demonstrated that such actions will be in keeping with the spirit and intent of this Ordinance.

"Undue hardship" as used in connection with the granting of a variance means the property in question cannot be put to a reasonable use if used under conditions required by the official controls, the plight of the landowner is due to circumstances unique to his property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. Undue hardship also includes, but is not limited to, inadequate access to direct sunlight for solar energy systems.

Economic considerations alone shall not constitute an undue hardship if reasonable use for the property exists under the terms of this Ordinance. Variances shall be granted for earth-sheltered construction as defined herein when in harmony with this Ordinance.

The City Council may not permit as a variance any use that is not permitted under the Ordinance for property in the district where the affected person's land is located. The City Council may permit as a variance the temporary use of a one family dwelling as a two family dwelling. The City Council may impose conditions in the granting of a variance to insure compliance and to protect adjacent properties."

The following are some of the questions Staff asks with each variance request.

- The variance shall not impair the health, safety, comfort and general welfare of the public?
- The variance shall not be contrary to the intent and purpose of the Comprehensive Plan, Official Map or any ordinances of the City?
- Variances shall not allow a use in a district that is not otherwise allowed?
- The variance should not be greater than necessary to accomplish the landowner's objective?
- Are there alternative locations, development concepts or space requirements that would reduce or eliminate the request?



- The variance, if granted, would not alter the essential character of the locality (neighborhood)?
- Conforming to City Code, the property could not be put to a "reasonable" use?
- The variance would improve an existing non-conforming condition.
- The variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood?

## **STAFF EVALUATION**

The applicant is requesting a variance from Section 9.9.3 which states:

*"Wooded land with an eighteen (18) percent slope or greater shall be preserved in its natural state for environmental value, particularly to deter soil erosion on the steep slopes/ravines and protect natural wildlife habitat areas. In addition, buildings (except for residential decks as regulated in Subsection 3.2j) and parking shall be set back at least fifty (50) feet from the edge of the eighteen (18) percent slope and a thirty (30) foot "no-grade/mow" zone provided for adjacent to the edge of the eighteen (18) percent slope for purposes of erosion control. The point of measurement shall be where slopes of eighteen (18) percent or greater exist. No building or structures shall be constructed on wooded slopes of eighteen (18) percent or more in grade."*

The applicant is proposing to locate a new home and driveway within areas delineated as wooded steep slopes as well as the associated building (50 feet) and buffer (30 feet) setbacks from such wooded steep slopes.

The applicant has stated that the reasoning for the area chosen for the home's footprint is that it's the flattest part of the lot and the proposed orientation of the home presents the least amount of impact to the edge of slopes and tree removal. There is also a watermain line that dissects the southern portion of the property that the applicant is avoiding. The driveway path is designed to take advantage of existing contours and follow the topography so as not to dissect through directly to the home at a much steeper grade than allowed by Code. The driveway path will pass through approximately 60 linear feet of steep slope as defined as >18% grade and wooded. The total driveway length is 115.82 feet and they propose to use permeable pavers to mitigate water runoff that contributes to erosion.

In terms of reasonableness, strict adherence to the dimensional standards of Section 9.9.3 of Chaska City Code, in this case, would otherwise preclude a reasonably-sized home to be constructed, and a driveway would not be able to reach the home. Additionally, if the 50' steep slope setback were enforced on this lot, then the buildable area for a home would be approximately 500 square feet (20' x 25') with no driveway. To not allow a variance would result in a practical difficulty in using the property for a reasonable use (a home for a family). The applicant also feels that the proposed location of the house is the most reasonable and practical area on which to situate a house on the property, as it is the flattest area with the least amount of impact to the healthiest trees on the lot as determined by an arborist.

This property is unique due to the existing topographical and physical characteristics of the lot, particularly steep slopes as defined by Code and the irregular parcel shape. Neither of these

circumstances were caused by the landowner / applicant. The applicant feels these factors should be considered when reviewing and issuing a decision for the variance.

The applicant feels that placing a home on this property would not change the essential character of the locality. The property is zoned R-2, and it is surrounded by other residential properties. Additionally, there is surrounding property (Hammers) that is slated for large-scale residential development (Del Webb at Chaska) to the north and west. The applicant believes a home would fit perfectly in this location.

***The variance shall not impair the health, safety, comfort and general welfare of the public?***

The variance will not impair the health, safety, comfort and general welfare of the public. The proposal calls for a residence, which is consistent with the anticipation for this lot and with the use of surrounding lots. The variance to encroach into the wooded steep slopes and setbacks would be to allow for a platted lot to be used reasonably for a residence.

***The variance shall not be contrary to the intent and purpose of the Comprehensive Plan, Official Map or any ordinances of the City?***

The variance will not be contrary to the intent and purpose of the Comprehensive Plan, Official Map or any ordinances of the City. The Comprehensive Plan shows that this lot is planned for residential. The Zoning Map zones this property for Medium Density Residential. The proposal for a residence is consistent with this. When the property was platted in 1998 it was done for the intention of having a residence on it.

***Variances shall not allow a use in a district that is not otherwise allowed?***

The variance will not allow a use in the zoning district that is not otherwise allowed. The property is zoned Medium Density Residential (R2) and the proposed use for a residence meets the zoning.

***The variance should not be greater than necessary to accomplish the landowner's objective?***

The variance proposal is not greater than necessary to accomplish the landowner's objective. The applicant is proposing a residence and driveway that is typical on other lots. They have opted to build up versus building out. The garage will be a tuck under garage, which will be less expanse compared to other attached garages. They have also placed the driveway that would not create a slope that would be contrary to code. There is a watermain on the south side of the site that prohibits the building pad to be moved more south away from the wooded steep slope. The building pad is in a location that would allow the five healthiest trees on the lot to be preserved. The driveway is also a limited width (15 feet where 24 feet is typical) leading up to the home to provide less disturbance on the slope area.

This lot presented a few challenges due to its topography, shape and tree coverage. The applicant did explore another driveway layout which took a more direct path to the house. However, this other driveway option would have resulted in a grade of greater than 10% as



well as greater potential for scouring and erosion along the property line and into the neighboring property over time. It also would have cut through much more of the Wooded Steep Slope area as compared with the driveway path they are currently proposing. The currently proposed driveway path avoids significant trees in good health; it follows the existing contours of the land to avoid erosion and scouring, minimizes to the greatest extent the encroachment over wooded steep slopes, and it allows for a gradual driveway grade per City code requirements. Note that the applicant proposes installing permeable pavers for the entire length of the driveway to reduce stormwater runoff and the grading plan illustrates a unique way of channelizing any additional runoff with a natural permeable gutter system that is designed to minimize water volume and slow the flow during rain events. For any other "uncaptured" water, the applicant is proposing concrete gutters alongside the driveway edge that would slowly empty into a catch basin with headwall at the bottom of the driveway. The applicant feels these measures are more than adequate to alleviate any concerns with runoff.

In addition, the property is made up of 89 trees that are 6 inches and more in caliper. 10 of these trees were determined to be good or great condition. These trees will be preserved, and it was the applicant's desire to find a building pad and driveway location that did not disturb these trees. Only 18 trees of the 89 will be removed as a part of the project. The site will still remain very wooded once the home is constructed.

***Are there alternative locations, development concepts or space requirements that would reduce or eliminate the request?***

There are not alternatives for the placement of a building pad on this lot that would lessen the impact to the wooded steep slope and setbacks. The applicant was limited to the southwesterly portion of the site for a building pad due to the wooded steep slopes, setbacks and presence of a watermain on the south side of the site. Pushing the building pad more south would encroach into the watermain; pushing the building pad more north or east would impact the wooded steep slope area even further. The applicant has picked a location that provided the flattest spot and least impact into the wooded steep slope while protecting the good/great condition trees. The driveway was also placed to follow the natural contours of the land that would not exceed the slope requirements for a driveway. The driveway will be made with permeable pavers to lessen the impervious surface on the lot.

The applicant did explore a few other house design options which were either larger or had a more sprawling design with attached garages and portions of the home that jet out and would have resulted in having to remove more trees due to the shape. It was a challenge to keep the home as compact as possible for a family of six. The house is not proposed farther south on the lot for a few reasons. First, the proposed location really offers the flattest, open area and the house is orientated SE/NW which follows the existing topographic contours well. Next, the existing trees along the southern property line will offer better sound attenuation from Hwy 41 and particularly when vehicles noisily pass over the bridge below. On this note, the house location would also avoid a significant tree (#86, Red Oak in Great condition) located along the southern edge which has a protected root zone. The house location also avoids an existing water line and corresponding easement to the neighbors' home on Tract A. Re-routing that water line would result in pushing it farther south, and would require removal of even more trees, including the significant tree mentioned above. Lastly, moving the home farther south would still not result in avoidance of the Wooded Steep Slope 50-foot no-build buffer zone. The

applicants were truly trying to design the best and most reasonable layout with minimal impact as possible. It is worth noting once again that this driveway and house layout avoids the removal of ALL significant trees in "good" and "great" condition, as well as their protected root zones (PRZ).

***The variance, if granted, would not alter the essential character of the locality (neighborhood)?***

The variance would not alter the essential character of the locality. The proposal for a residence fits in with the zoning district's permitted uses and the surrounding uses of this lot.

***Conforming to City Code, the property could not be put to a "reasonable" use?***

The property could not be put to reasonable use if it had to conform to wooded steep slope preservation and meeting the required setbacks. The applicant has stated that the buildable area meeting code and setbacks would only amount to 500 square feet, plus there would be no opportunity for a driveway. A typical sized home these days amounts to approximately 1,800-2,600 square feet for a building footprint; some even larger found in Chaska's neighborhoods (2,500-3,500 square foot building footprint in Red Cedar Creek; ~2,500 square feet in Founders Ridge; ~2,700 square feet in Hammers Addition just north of this site on Highland Drive). The applicant is only proposing a home of approximately 1,900 square feet in building footprint, which is relatively smaller compared to most building footprints being built these days.

***The variance would improve an existing non-conforming condition.***

The variance would not improve an existing non-conforming condition.

***The variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood?***

The variance will not impair the surrounding properties. The proposal will not congest the public street, increase the danger of fire, endanger public safety, or substantially diminish and impair property values within the neighborhood. The variance will allow the construction of a residence on the lot, which has been previously anticipated with the platting approvals done in 1998.

**FINDINGS**

Staff feels as if there is undue hardship on the applicant, and therefore a variance should be granted, for the following reasons:

1. The property in question cannot be put to a reasonable use under the current regulations and setbacks.
2. Staff feels the plight of the landowner is due to circumstances unique to their property not created by the landowner. The wooded steep slope delineations are a natural formation.



3. Staff also feels that the variance, if granted, will not alter the essential character of the area. A residence was anticipated with the approval of the RLS No. 117 in 1998.
4. There is not a reasonable alternative to the variance. The home and driveway are proposed in a location that would be less invasive on healthy trees as determined by an arborist and on the wooded steep slope. The location is also on the flattest and in the most westerly portion of the site providing the most separation between this home and the existing home on Tract A. The watermain on the south side of the site also prohibits moving the building pad further south and away from the wooded steep slope.
5. The proposed home and driveway are not greater than necessary to accomplish the landowner's objective. The home and driveway were designed to be reasonable and sensitive to its context. The size of the home is not more than what is seen in typical neighborhoods. The driveway is smaller than typical driveway widths. And trees will be saved that are in good/great condition.

**PLANNING COMMISSION ACTION TAKEN 08/12/2020:**

Motion to recommend approval of the major variance request to encroach into wooded steep slope and its setbacks for a new residence on Tract B of RLS No. 117 (Zoning Ordinance 9.9.3), to the City Council based on the following conditions of approval and findings:

**CONDITIONS OF APPROVAL:**

1. Approvals shall be based on the following graphic exhibits:
  - a. Narrative (pgs 1-4), submitted by Nick & Karyn Acevedo, dated July 7, 2020
  - b. Response Letter (pgs 1-3), submitted by Nick & Karyn Acevedo, dated July 27, 2020
  - c. Aerial Exhibit, dated January 23, 2018
  - d. Title Sheet & Site Plan, prepared by Bonila's Drawing Service, dated June 2020
  - e. Tree Inventory, prepared by Bonila's Drawing Service, dated June 2020
  - f. Tree Inventory, prepared by Rehder Forestry Consulting, dated May 24, 2020
  - g. Architectural Elevations, prepared by Bonila's Drawing Service, dated June 2020
2. The property would need to connect to City utilities in order to issue a building permit.
3. The property owner would need to coordinate with their adjoining neighbors on connecting to City utilities.
4. The final site plan will need to adhere to Engineering standards and building policy prior to building permit issuance.
5. City standard fees for area and connections are required prior to building permit issuance, where applicable.
6. Installation of a fire hydrant or fire sprinkling of the home if the home is more than 400 feet away from a fire hydrant.
7. Provision that permeable pavers are used on the driveway.

## **FINDINGS:**

1. The property in question cannot be put to a reasonable use under the current regulations and setbacks.
2. Staff feels the plight of the landowner is due to circumstances unique to their property not created by the landowner. The wooded steep slope delineations are a natural formation.
3. Staff also feels that the variance, if granted, will not alter the essential character of the area. A residence was anticipated with the approval of the RLS No. 117 in 1998.
4. There is not a reasonable alternative to the variance. The home and driveway are proposed in a location that would be less invasive on healthy trees as determined by an arborist and on the wooded steep slope. The location is also on the flattest and in the most westerly portion of the site providing the most separation between this home and the existing home on Tract A. The watermain on the south side of the site also prohibits moving the building pad further south and away from the wooded steep slope.
5. The proposed home and driveway are not greater than necessary to accomplish the landowner's objective. The home and driveway were designed to be reasonable and sensitive to its context. The size of the home is not more than what is seen in typical neighborhoods. The driveway is smaller than typical driveway widths. And trees will be saved that are in good/great condition.

## **CITY COUNCIL ACTION REQUESTED**

**Motion to adopt Resolution No. 2020-68 approving the major variance request to encroach into wooded steep slope and its setbacks for a new residence on Tract B of RLS No. 117 (Zoning Ordinance 9.9.3) (PC #2020-16).**



**CITY OF CHASKA  
CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE** 08/17/2020 **RESOLUTION NO.** 2020-68

**MOTION BY COUNCILMEMBER** \_\_\_\_\_ **SECOND BY COUNCILMEMBER** \_\_\_\_\_

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**Resolution approving the Variance to Encroach into Wooded Steep Slope and  
Setbacks for Tract B of RLS No. 117/Karyn & Nick Acevedo/PC #2020-16**

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WHEREAS, the applicant is requesting a variance from Section 9.9.3 which states:

"Wooded land with an eighteen (18) percent slope or greater shall be preserved in its natural state for environmental value, particularly to deter soil erosion on the steep slopes/ravines and protect natural wildlife habitat areas. In addition, buildings (except for residential decks as regulated in Subsection 3.2j) and parking shall be set back at least fifty (50) feet from the edge of the eighteen (18) percent slope and a thirty (30) foot "no-grade/mow" zone provided for adjacent to the edge of the eighteen (18) percent slope for purposes of erosion control. The point of measurement shall be where slopes of eighteen (18) percent or greater exist. No building or structures shall be constructed on wooded slopes of eighteen (18) percent or more in grade."; and

WHEREAS, the applicant is proposing to locate a new home and driveway within areas delineated as wooded steep slopes as well as the associated building (50 feet) and buffer (30 feet) setbacks from such wooded steep slopes; and

WHEREAS, the applicant has stated that the reasoning for the area chosen for the home's footprint is that it's the flattest part of the lot and the proposed orientation of the home presents the least amount of impact to the edge of slopes and tree removal; and

WHEREAS, there is also a watermain line that dissects the southern portion of the property that the applicant is avoiding; and

WHEREAS, the driveway path is designed to take advantage of existing contours and follow the topography so as not to dissect through directly to the home at a much steeper grade than allowed by Code; and

WHEREAS, the driveway path will pass through approximately 60 linear feet of steep slope as defined as >18% grade and wooded; and

WHEREAS, the total driveway length is 115.82 feet and they propose to use permeable pavers to mitigate water runoff that contributes to erosion; and

WHEREAS, the variance will not impair the health, safety, comfort and general welfare of the public; and

WHEREAS, the variance will not be contrary to the intent and purpose of the Comprehensive Plan, Official Map or any ordinances of the City; and

WHEREAS, the variance will not allow a use in the zoning district that is not otherwise allowed; and

WHEREAS, the variance proposal is not greater than necessary to accomplish the landowner's objective; and

WHEREAS, there are not alternatives for the placement of a building pad on this lot that would lessen the impact to the wooded steep slope and setbacks; and

WHEREAS, the variance would not alter the essential character of the locality; and

WHEREAS, the property could not be put to reasonable use if it had to conform to wooded steep slope preservation and meeting the required setbacks; and

WHEREAS, the variance would not improve an existing non-conforming condition; and

WHEREAS, the variance will not impair the surrounding properties; and

WHEREAS, on August 12, 2020 the Planning Commission recommended approval to the City Council of the Variance to Encroach into Wooded Steep Slope and Setbacks for Tract B of RLS No. 117 (PC #2020-16); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Variance to Encroach into Wooded Steep Slope and Setbacks for Tract B of RLS No. 117 (PC #2020-16), subject to the following conditions and findings:

**CONDITIONS OF APPROVAL:**

1. Approvals shall be based on the following graphic exhibits:
  - a. Narrative (pgs 1-4), submitted by Nick & Karyn Acevedo, dated July 7, 2020
  - b. Response Letter (pgs 1-3), submitted by Nick & Karyn Acevedo, dated July 27, 2020
  - c. Aerial Exhibit, dated January 23, 2018
  - d. Title Sheet & Site Plan, prepared by Bonila's Drawing Service, dated June 2020
  - e. Tree Inventory, prepared by Bonila's Drawing Service, dated June 2020
  - f. Tree Inventory, prepared by Rehder Forestry Consulting, dated May 24, 2020
  - g. Architectural Elevations, prepared by Bonila's Drawing Service, dated June 2020
2. The property would need to connect to City utilities in order to issue a building permit.
3. The property owner would need to coordinate with their adjoining neighbors on connecting to City utilities.
4. The final site plan will need to adhere to Engineering standards and building policy prior to building permit issuance.
5. City standard fees for area and connections are required prior to building permit issuance, where applicable.
6. Installation of a fire hydrant or fire sprinkling of the home if the home is more than 400 feet away from a fire hydrant.
7. Provision that permeable pavers are used on the driveway.

**FINDINGS:**

1. The property in question cannot be put to a reasonable use under the current regulations and setbacks.



2. Staff feels the plight of the landowner is due to circumstances unique to their property not created by the landowner. The wooded steep slope delineations are a natural formation.
3. Staff also feels that the variance, if granted, will not alter the essential character of the area. A residence was anticipated with the approval of the RLS No. 117 in 1998.
4. There is not a reasonable alternative to the variance. The home and driveway are proposed in a location that would be less invasive on healthy trees as determined by an arborist and on the wooded steep slope. The location is also on the flattest and in the most westerly portion of the site providing the most separation between this home and the existing home on Tract A. The watermain on the south side of the site also prohibits moving the building pad further south and away from the wooded steep slope.
5. The proposed home and driveway are not greater than necessary to accomplish the landowner's objective. The home and driveway were designed to be reasonable and sensitive to its context. The size of the home is not more than what is seen in typical neighborhoods. The driveway is smaller than typical driveway widths. And trees will be saved that are in good/great condition.

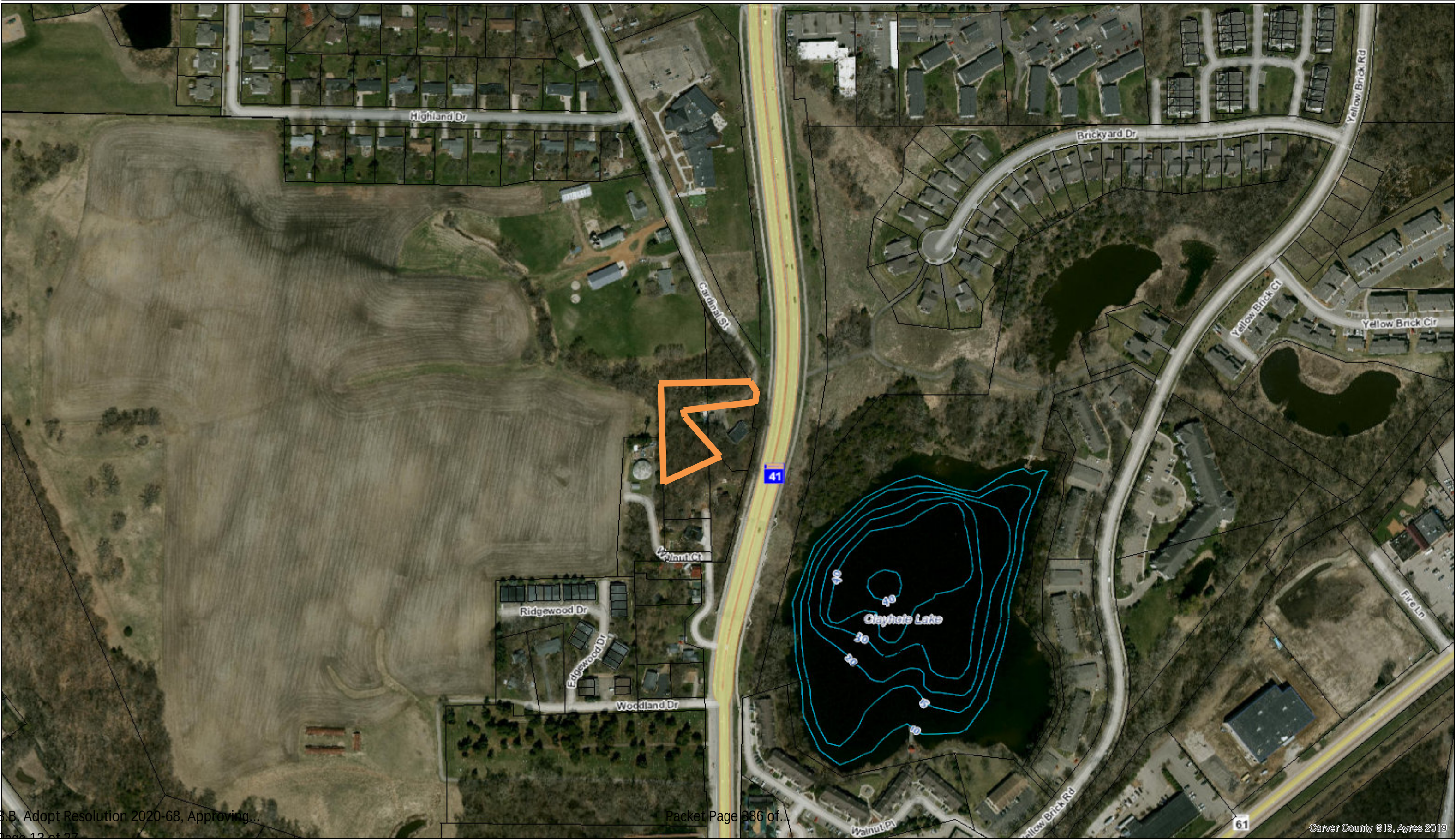
Passed and adopted by the City Council of the City of Chaska, Minnesota, this 17<sup>th</sup> day of August, 2020.

---

Mark Windschitl, Mayor

Attest: \_\_\_\_\_  
Chaska Deputy Clerk







July 7, 2020  
City of Chaska  
Attn: Elizabeth Hanson, AICP  
One City Hall Plaza  
Chaska, MN 55318

Dear Ms. Hanson,

Enclosed please find a variance application for our contiguous properties located along (unassigned 10XX) Cardinal Street, PIDs 305480040 and 305480030. Collectively, these parcels are designated as "Tract B," comprising approximately one acre. We are seeking a variance from Section 9.9.3 of the Special Regulations ordinance regarding setbacks from steep slopes (defined as 18% slope AND wooded), as impact would be unavoidable due to the inherent characteristics of the lot.

#### **INTRODUCTION**

The subject property is zoned R-2 Medium Density Residential which allows for a residential dwelling unit; our proposed use is in keeping with the zoning designation, as we seek to construct a single-family home on the property. However, in order to make use of this parcel, the driveway would cross a portion of wooded steep slopes and the house would encroach into the 50-foot bluff setback. For this reason, we are seeking approval for a variance from the requirements of Code in order to accommodate an otherwise permitted use on the property.

Included with this application:

- Aerial Site Exhibit showing subject property
- Site Plan, Survey including:
  - Lot dimensions (located along all property lines)
  - Acreage & square footage (located bottom left under text *TRACT B*)
  - Property lines and easements
    - Includes Scenic & Drainage Easement
    - 25' Setback from rear (southern) property line
    - 5' setbacks from side property lines
    - Bluff line edges
    - 50' bluff line
    - 30' buff no-mow setback
    - Water Main Line
    - 20' Wide Sanitary Sewer Easement
- Grading / Drainage Plan
  - Existing & proposed 1' contours
  - Wooded steep slope 18% delineated
  - Finished Floor Elevations (on all corners)

- Erosion Control Measures during construction
- Building Elevations including height and materials
  - Materials are shown, but not labeled. Exterior materials include vinyl lap siding, stone/brick, vinyl panels, and either an shingled (shown) or steel (possibly) roof.
- Registered Survey
- Tree Inventory & report
- \$566 Variance Application fee

## **POTENTIAL IMPACTS & MITIGATION**

### **TREES**

A tree inventory was conducted 5/20/20 by Rehder Forestry Consulting. The summary outcome was the entire Tract B consists of 89 existing trees that are taller than six (6) feet in height and greater than six (6) inches in diameter (dbh). These trees were tagged and classified and catalogued by species and their condition. Of the 89 catalogued trees, only six (6) were in "Good" condition and four (4) were in "Great" condition. Collectively, these 10 trees **WILL BE PRESERVED** and are shown on the Tree Inventory Site Plan. We do anticipate removing 15 trees which are considered "Fair/Poor/Dead" condition, and these are also shown on the Tree Inventory Site Plan. Following is the itemized detail:

**TOTAL TREES = 89**

**"GOOD/GREAT" = 10**

**"POOR/FAIR = 76**

**"DEAD" = 3**

#### **"GOOD/GREAT" TREES PRESERVED = 10**

- TAG ID 18 – Sugar Maple (Good)
- TAG ID 19 – Hackberry (Good)
- TAG ID 21 – Sugar Maple (Good)
- TAG ID 25 – Sugar Maple (Good)
- TAG ID 27 – Sugar Maple (Good)
- TAG ID 29 – Hackberry (Good)
- TAG ID 46 – Hackberry (Great)
- TAG ID 50 – Hackberry (Great)
- TAG ID 76 – Red Oak (Great)
- TAG ID 86 – Red Oak (Great)

#### **"FAIR/POOR/DEAD" TREES TO BE REMOVED = 15**

- TAG ID 52 – American Basswood (Fair)
- TAG ID 53 – Boxelder (Poor, excessive lean)
- TAG ID 55 – Smoothbark Hickory (Fair)
- TAG ID 60 – American Basswood (Fair)
- TAG ID 61 – Boxelder (Poor, excessive lean)
- TAG ID 62 – American Elm (Dead, Dutch Elm disease)
- TAG ID 63 – Boxelder (Fair)
- TAG ID 66 – American Basswood (Poor, poor form)
- TAG ID 67 – American Basswood (Fair)



- TAG ID 68 – American Basswood (Fair)
- TAG ID 70 – American Elm (Fair)
- TAG ID 71 – American Basswood (Fair)
- TAG ID 72 – American Basswood (Poor, poor form)
- TAG ID 73 – American Basswood (Fair)
- TAG ID 75 – American Basswood (Fair)

### **STEEP SLOPES**

A survey was conducted in May of 2020 and wooded areas with a slope of 18% and greater were identified and delineated. The survey was utilized as a backdrop in designing a home plan for a family of six that would fit into the existing site conditions and with minimum impact. Once slopes were identified, we engaged City planning staff to seek additional feedback from a staff perspective.

On June 3, 2020, we met on-site with City Planner, Liz Hanson, to walk the property and confirm the edges of steep slopes following professional delineation by the surveyor. We were able to identify areas of concern and assess the best placement for the home's footprint. The area chosen for the home's footprint is the flattest part of the lot and the proposed orientation of the home presents the least amount of impact to the edge of slopes and tree removal. The driveway path is designed to take advantage of existing contours and follow the topography so as not to dissect through directly to the home at a much steeper grade than allowed by Code.

### **CONSTRUCTION RUNOFF & NEIGHBORING PROPERTIES**

During a phone conversation with our neighbor to the East, Andrew Brodman, he mentioned that when the church to the north was remodeling, the northern end of the driveway was experiencing severe runoff during rain events that carried debris such as gravel and miscellaneous materials that ended up clogging his drainage basin, causing flooding. Considering this, our goal is to minimize potential runoff as much as possible—not only during construction, but also for the long-term. To minimize erosion and runoff during construction, we will implement contractor-grade silt fencing around key areas where the grade slopes down towards the Brodman's property. Other effective measures, if needed, would include the use of contractor-grade soil erosion control blankets or grids. However, due to the extent of tree cover and established root systems along the eastern portion of our property, we believe silt fencing will adequately address potential impacts while the driveway is being constructed. Should a situation arise during construction, we are willing to immediately rectify any of our neighbors' concerns.

### **DRIVEWAY DESIGN**

The driveway path will pass through approximately 60 linear feet of *steep slope* as defined as  $\geq 18\%$  grade and wooded. The total driveway length is 115.82 feet and we propose to use permeable pavers to mitigate water runoff that contributes to erosion. We feel that permeable pavers offer an excellent solution and significantly reduces the amount of pervious surface. Please reference the Grading & Erosion Control Plan for illustration.

### **VARIANCE CONSIDERATIONS**

We feel that our request for a Variance is in keeping with MN Statute Sec. 462 as it pertains to variances:

**REASONABLENESS**

In terms of reasonableness, strict adherence to the dimensional standards of Section 9.9.3 of Chaska City Code, in this case, would otherwise preclude a reasonably-sized home for a family of six to be constructed, and a driveway would not be able to reach the home. Additionally, if the 50' steep slope setback were enforced on this lot, then the buildable area for a home would be approximately 500 square feet (20' x 25') with no driveway. To not allow a variance would result in a practical difficulty in using the property for a reasonable use (a home for a family). We also feel that the proposed location of the house is the most reasonable and practical area on which to situate a house on the property, as it is the flattest area with the least amount of impact.

**UNIQUENESS**

This property is unique due to the existing topographical and physical characteristics of the lot, particularly *steep slopes* as defined by Code and the irregular parcel shape. Neither of these circumstances were caused by the landowner / applicant. We feel these factors should be considered when reviewing and issuing a decision for the variance.

**ESSENTIAL CHARACTER**

We feel that placing a home on this property would not change the essential character of the locality. The property is zoned R-2, and it is surrounded by other residential properties. Additionally, there is surrounding property that is slated for large-scale residential development to the north and west. We believe a home would fit perfectly in this location.

**CONCLUSION**

It is our hope that you would carefully review and thoughtfully consider this request for a variance as we feel it is in keeping with the surrounding property and locale, and it would be in harmony with the intent of the ordinance and future land use as per the comprehensive plan. We have taken extensive measures to mitigate potential impacts and have designed the home to fit in the best way possible onto the property as well. We appreciate your consideration and look forward to keeping Chaska as our hometown.

Very Sincerely,



Nick & Karyn Acevedo



July 27, 2020  
City of Chaska  
Attn: Elizabeth Hanson, AICP  
One City Hall Plaza  
Chaska, MN 55318

Dear Ms. Hanson,

Per your request, we are happy to provide more information and clarification for our Wooded Steep Slope Setback Variance submittal. Below are the responses to your questions in your letter dated July 7, 2020.

1. *Narrative with additives:*

- *Summary of pervious and impervious calculations on the lot:*
  - i. Existing pervious - 33,810 SF
  - ii. Proposed impervious - 1,923.75 SF
  - iii. Total impervious – 5.6%
- *Explain what the size of the impacts/variations are (how much of the home and driveway are encroaching)*
  - i. Approximately 60 feet of the proposed driveway would pass through the “Wooded Steep Slope” area on the property. The Wooded Steep Slope area dissects through the middle portion of the lot and is, therefore, unavoidable. The home is located outside of the Wooded Steep Slope area but would sit nearly entirely within the 50-foot no-build buffer zone which extends from the southern bluff line. The 50-foot no-build buffer zone encompasses the southern portion of the property almost entirely to the southern property line and is, therefore, unavoidable.
- *Elaborate on how the site plan considered is the least invasive and most reasonable option in terms of use of the site; in other words, is this the minimal amount needed for reasonable use of the site*
  - i. This lot presented a few challenges due to its topography, shape and tree coverage. We did explore another driveway layout which took a more direct path to the house. However, this other driveway option would have resulted in a grade of greater than 10% as well as greater potential for scouring and erosion along the property line and into the neighboring property over time. It also would have cut through much more of the Wooded Steep Slope area as compared with the driveway path we are currently proposing. The currently proposed driveway path avoids significant trees in good health; it follows the existing contours of the land to avoid erosion and scouring, minimizes to the greatest extent the encroachment over wooded steep slopes, and it allows for a gradual driveway grade per City code requirements. Note that we propose installing permeable pavers for the entire length of the driveway to reduce stormwater runoff and the grading plan illustrates a unique way of channelizing any additional runoff with a natural permeable gutter system that is designed to minimize water volume and slow the flow during rain events. For any other

“uncaptured” water, we are proposing concrete gutters alongside the driveway edge that would slowly empty into a catch basin with headwall at the bottom of the driveway. We feel these measures are more than adequate to alleviate any concerns with runoff.

- *Elaborate on how the home was designed to create less impacts to the setbacks/trees/wooded steep slope (ie. Was the direction focused more on building upwards versus outwards?)*
    - i. With regard to the home design and position, it was really tailored to fit within the flattest area of the lot to the extent possible. Our home design is not sprawling; we tried to keep it as compact as possible with a tuck-under garage and an overall design that built *upwards* rather than *outwards*. One challenge was to achieve a design with all five bedrooms on the same level. As parents, we did not want any of our children sleeping on separate levels for safety and security reasons. We managed to achieve this with all bedrooms on the upper level, thereby making the footprint even more compact.
  - *Were other site layout options explored? If so, please explain them and why they did not work. Is this the most minimal site layout explored? Why wasn't the building footprint pushed more south away from the wooded steep slope and closer to the rear setback line?*
    - i. We did explore a few other house design options which were either larger or had a more sprawling design with attached garages and portions of the home that jet out and would have resulted in having to remove more trees due to the shape. It was a challenge to keep the home as compact as possible for a family of six. The house is not proposed farther south on the lot for a few reasons. First, the proposed location really offers the flattest, open area and the house is orientated SE/NW which follows the existing topographic contours well. Next, the existing trees along the southern property line will offer better sound attenuation from Hwy 41 and particularly when vehicles noisily pass over the bridge below. On this note, the house location would also avoid a significant tree (#86, Red Oak in Great condition) located along the southern edge which has a protected root zone. The house location also avoids an existing water line and corresponding easement to our neighbors' home. Re-routing that water line would result in pushing it farther south, and would require removal of even more trees, including the significant tree mentioned above. Lastly, moving the home farther south would still not result in avoidance of the Wooded Steep Slope 50-foot no-build buffer zone. We were truly trying to design the best and most reasonable layout with minimal impact as possible. It is worth noting once again that this driveway and house layout avoids the removal of ALL significant trees in “good” and “great” condition, as well as their protected root zones (PRZ).
2. *Sewer and Water Plan (what has been put together thus far)*
- Because this property (and the neighboring property) is not currently serviced by City sewer, we had proposed a septic tank along the western property line, just north of the house location. The proposed septic tank would have been designed so that once the City brings sewer to the property's edge, the line could be extended in the future to the stub. However, since the advent of the approved residential development to the west, connection to City sewer would be possible. We provided staff with two options for



connection (Option A & B), and “B” was the preferred option. Both Options A and B are included with this narrative. An item to note is that the neighboring property has a sewer easement running through the northern end of our property that is intended for future use as well. In the 1990s, City staff and the mayor advised the previous landowner to place a sewer easement across Tract B in the event that the Hammers’ property would one day become developed (again, which is happening now). This sewer easement was a condition imposed at the time in order to approve a lot split. With respect to water, we are proposing to utilize the existing water tank to the west and tap into the existing water line on the City’s property. Same for electric, there should be a transformer on the City property to the west, so we would propose to bring power from there. Again, the sewer proposal options are presented with this letter.

3. *Site Plan, with these additives/changes:*

- *Show building and driveway footprint with all wooded steep slope delineations and setbacks on one exhibit*
  - i. Included
- *Clarify what the ‘ruler’ looking areas are on the SW, SE and middle portions of the Grading Plan*
  - i. Those grid marks are the grading lines showing the elevations of how grading would occur on the site.

4. *Tree Preservation Plan showing:*

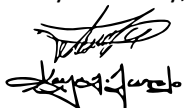
- *If any trees will be impacted from sewer and water upgrades*
  - i. The Tree Inventory provided with our submittal does show those trees that would remain and those proposed for removal. Significant trees are identified by a circle around the tree icon (look closely). As stated in my previous letter, there are 89 trees on the property. 10 of them are significant trees with a rating of good/great. The rest are either fair, poor or dead. All 10 good/great trees will be preserved. 15 fair/poor/dead trees will be removed TOTAL and that includes sewer and water upgrades as well.

5. *Please also be aware that if the home is more than 400 feet away from a fire hydrant it will need to be fire sprinkled.*

- We propose a hydrant on the southwestern edge of our property that would could be serviced by the existing water line/tank. In the event of an emergency, it is unrealistic for a fire truck to utilize the City property’s water tank access road due to the very steep grade and inability to turn around. Instead, our proposed 15-foot wide driveway and turn-around area would offer adequate room for a fire truck and emergency vehicles, and they could access the hydrant on the property.

Thank you for the opportunity to respond to your letter. We hope this provides more clarity and thoroughly answer your questions. We are happy to discuss further with you if you have additional questions.

Very Sincerely,



Nicolas & Karyn Acevedo

**Aerial Exhibit**

**PID 305480040**

**PID 305480030**

**Project Site Area**

**41**

**41**

Surdex 2016, Carver County GIS

**Surdex 2016, Carver County GIS**



Property Line

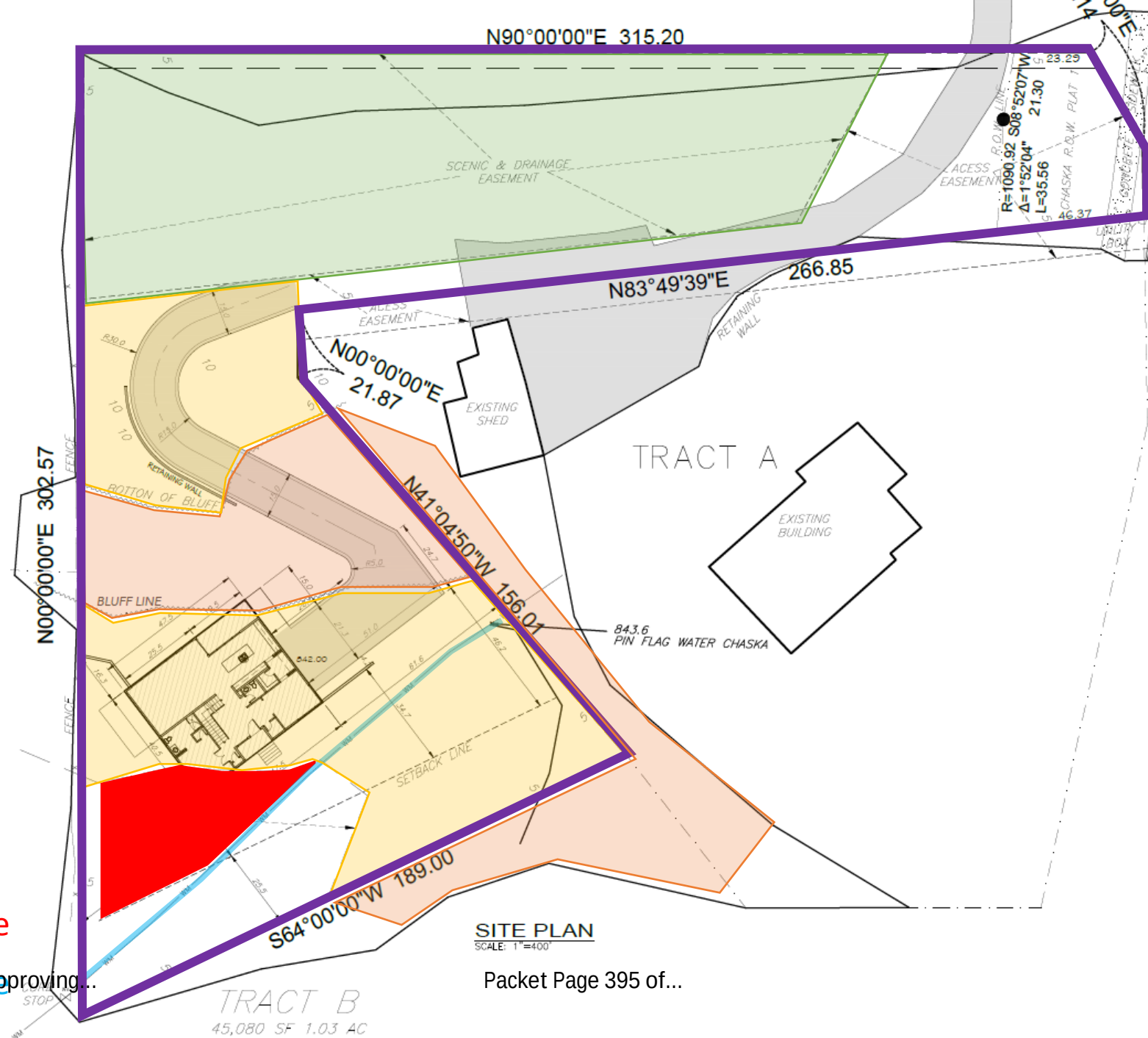
Scenic &  
Drainage  
Easement

Wooded Steep  
Slope Setbacks  
(50' building;  
30' no grad/no  
mow)

Wooded Steep  
Slope

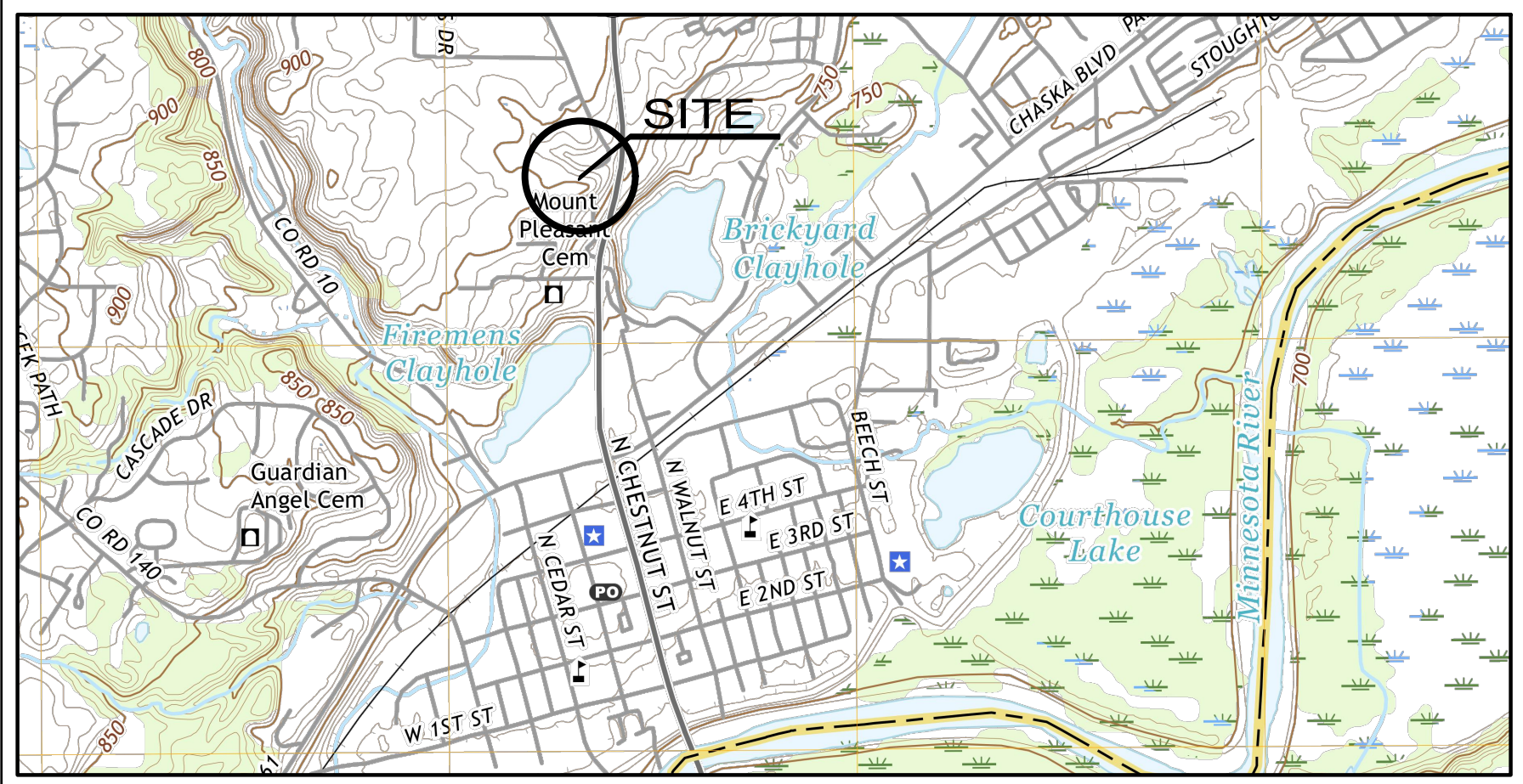
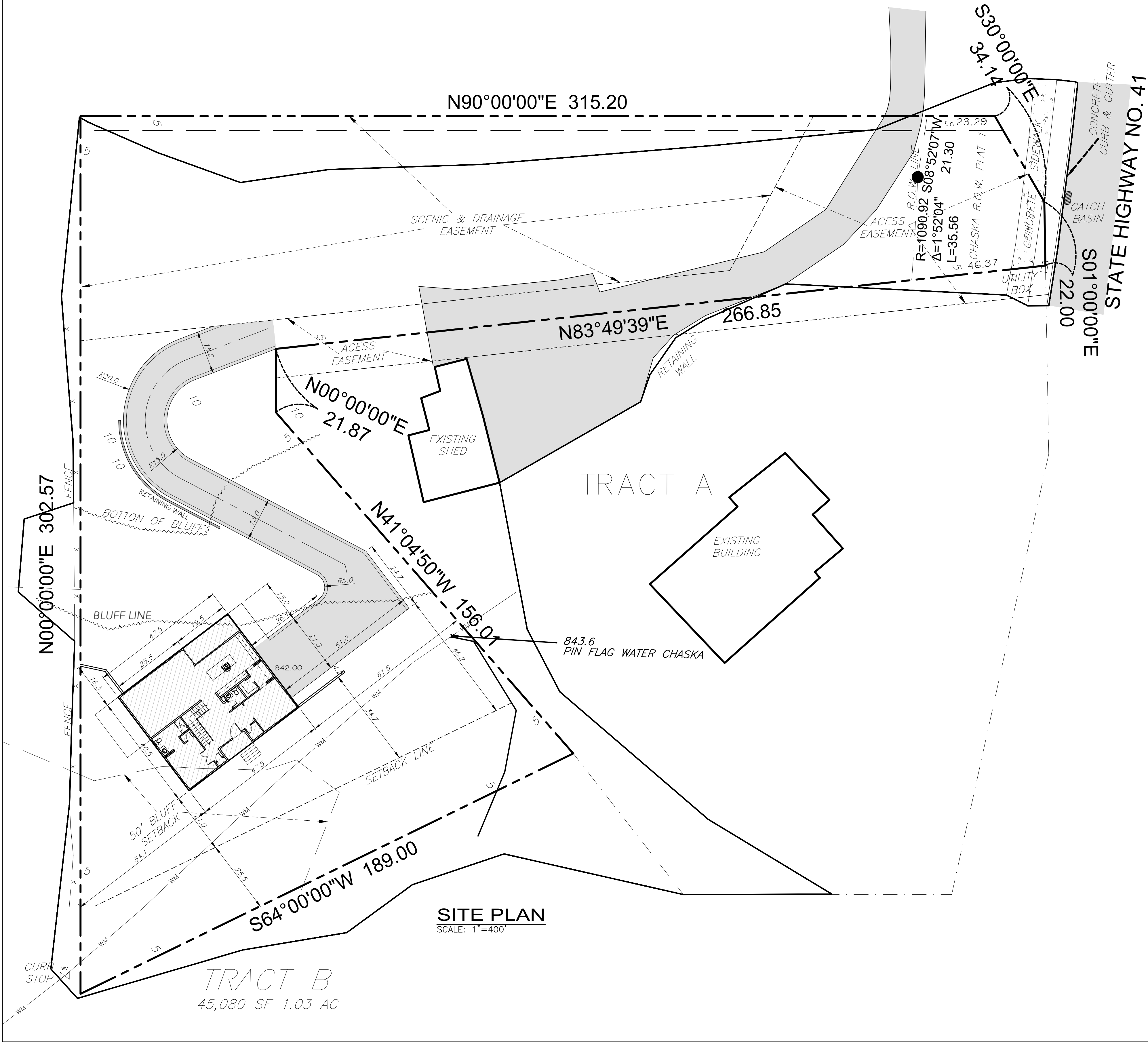
Wooded Steep  
Slope Setbacks

Buildable Area  
Meeting  
Setbacks &  
Avoiding  
Watermain Line

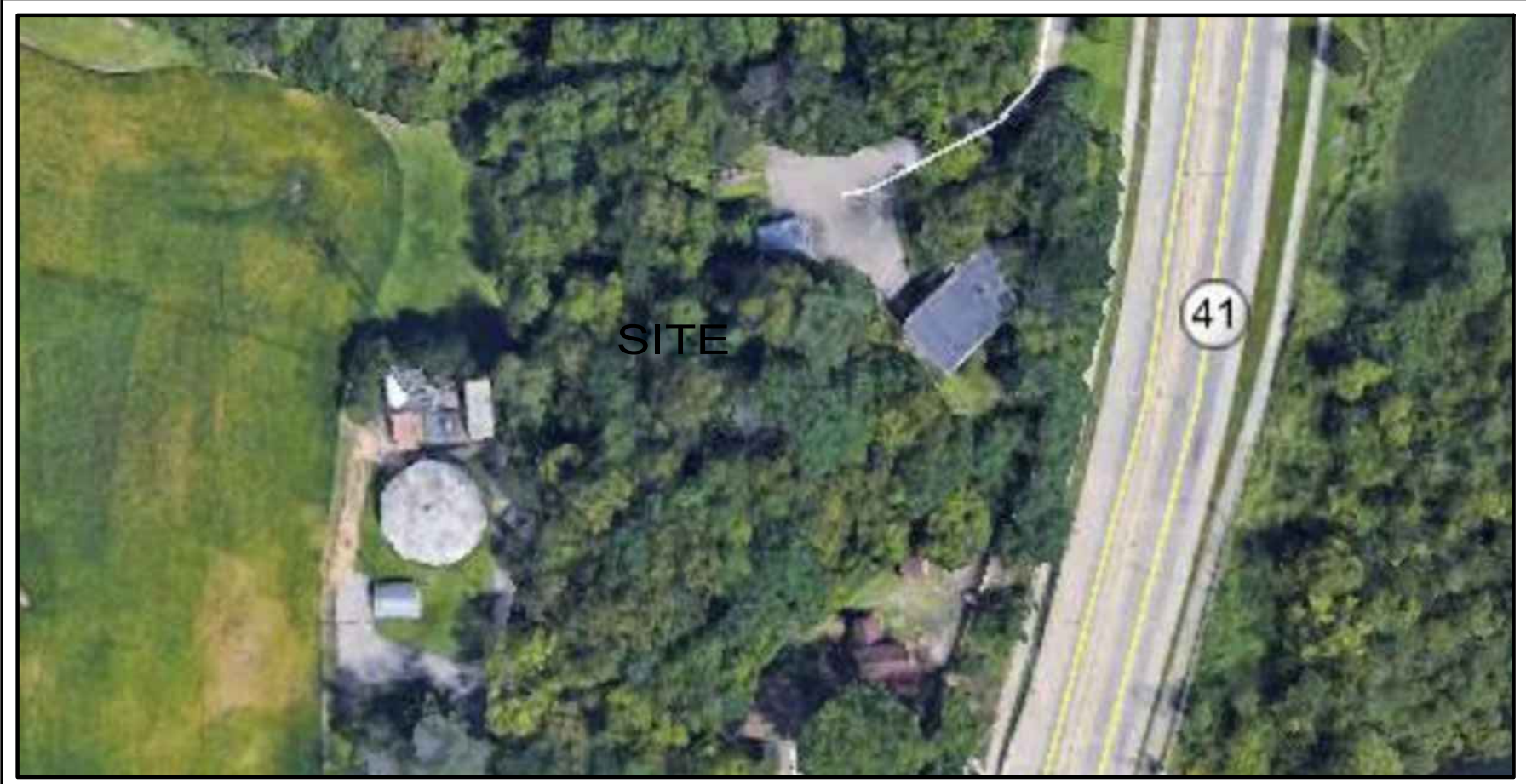




WORKING DRAWINGS FOR CONSTRUCTION  
CUSTOM HOUSE PROPERTY OF:  
**ACEVEDO'S FAMILY RESIDENCE**  
CHASKA, MINNESOTA 55318



**LOCATION MAP**  
TOPOGRAPHIC MAP (USGS) COORDINATEDS: 44°47'43.2" N / 93°36'09.5" W  
SCALE:1:24,000



**AERIAL PHOTO**  
NOT TO SCALE

- DENOTES SET IRON PIPE MONUMENT
- DENOTES FOUND IRON PIPE MONUMENT
- DENOTES PROPOSED DRAINAGE DIRECTION
- ⊕ DENOTES SERVICE LOCATION
- DENOTES WOOD HUB
- 000.0 DENOTES EXISTING ELEVATION
- 000.0 DENOTES PROPOSED ELEVATION
- HE=000.0 DENOTES HUB ELEVATION
- 000 ----- DENOTES EXISTING CONTOUR
- 000 ----- DENOTES PROPOSED CONTOUR
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE

**Bohlen**  
**Surveying & Associates**

31432 Foliage Avenue  
Northfield, MN 55057  
Phone: (507) 645-7768  
tomeara@bohlersurveying.com

1682 Cliff Road E.  
Burnsville, MN 55337  
Phone: (952) 895-9212  
Fax: (952) 895-9259

**PROPERTY DESCRIPTION**  
TRACT B, REGISTERED LAND SURVEY NO. 117, CITY OF CHASKA, CARVER COUNTY, MINNESOTA.

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

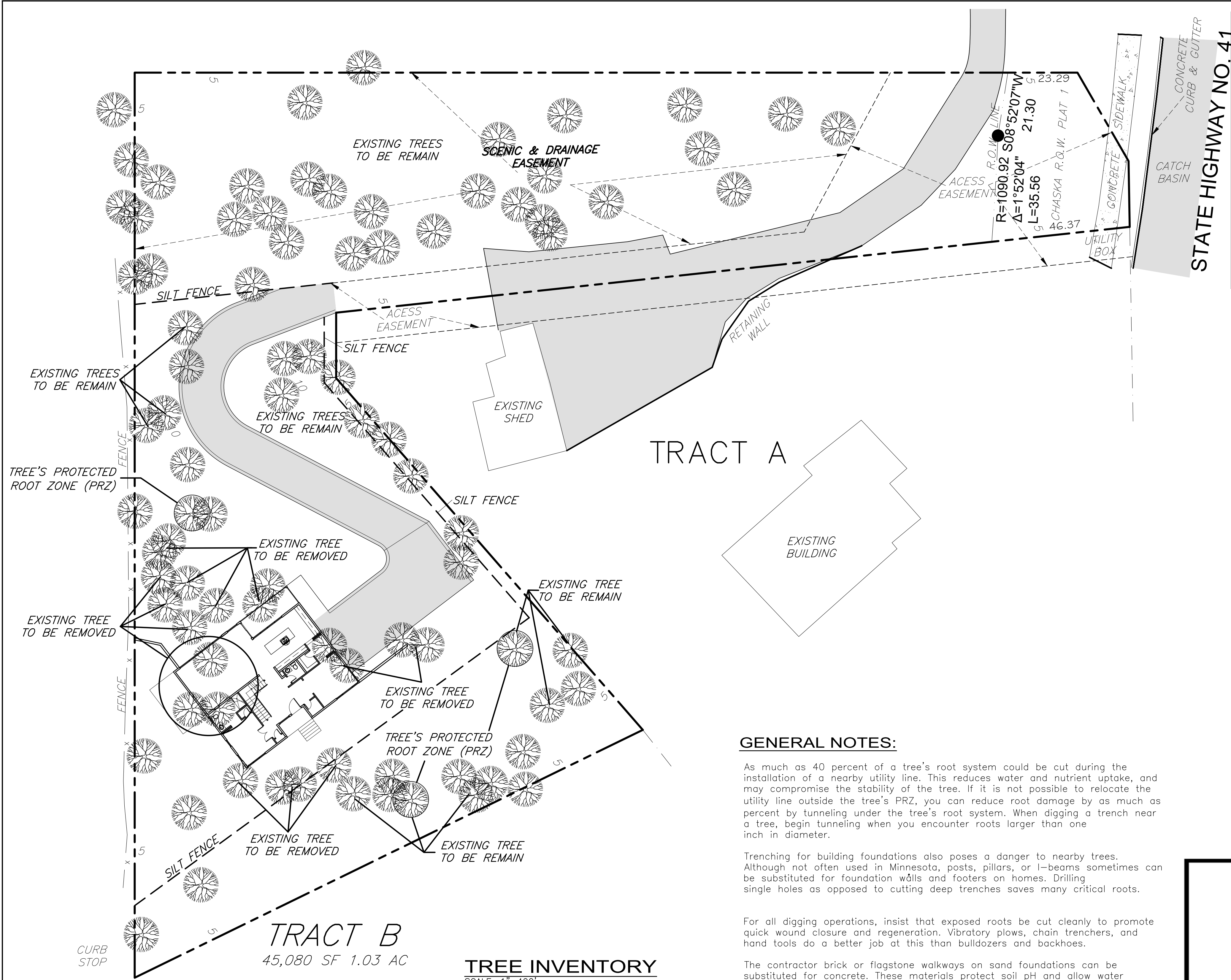
DATE: 5-7-2020  
THOMAS J. O'MEARA, LAND SURVEYOR  
MINNESOTA LICENSE NO. 46167

|                                                                                                                                                                                                                                                              |      |    |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|---------|
| <b>B.D.S.</b><br>DERECHOS DE PROCESAR PLANOS<br>Y DISEÑO DE PROYECTOS DE CONSTRUCCION<br>PROHIBIDA LA REPRODUCCION PARCIAL<br>O TOTAL, TODO PLANO, DIBUJO, DISEÑO<br>ESPECIFICACION CONTENIDA EN ESTA HOJA<br>SON PROPIEDAD DE:<br>BONILLA'S DRAWING SERVICE |      |    |         |
| R E V I S I O N S                                                                                                                                                                                                                                            | DATE | BY | REMARKS |
|                                                                                                                                                                                                                                                              |      |    |         |
|                                                                                                                                                                                                                                                              |      |    |         |
|                                                                                                                                                                                                                                                              |      |    |         |
|                                                                                                                                                                                                                                                              |      |    |         |
| PROPERTY: <b>ACEVEDO'S FAMILY RESIDENCE</b><br>10XX CARDINAL STREET CHASKA, MINNESOTA 55318                                                                                                                                                                  |      |    |         |
| SHEET TITLE: <b>TITLE SHEET &amp; SITE PLAN</b><br>SCALE: 1"=400'                                                                                                                                                                                            |      |    |         |
| APPROVED BY:                                                                                                                                                                                                                                                 |      |    |         |
| CHECKED BY:                                                                                                                                                                                                                                                  |      |    |         |
| DRAWN BY: L. BONILLA                                                                                                                                                                                                                                         |      |    |         |
| DATE: JUNE / 2020                                                                                                                                                                                                                                            |      |    |         |
| DRAWING NO.: <b>SI-1</b>                                                                                                                                                                                                                                     |      |    |         |
| SHEET NO.: <b>1</b> OF <b>-</b>                                                                                                                                                                                                                              |      |    |         |









**GENERAL NOTES:**

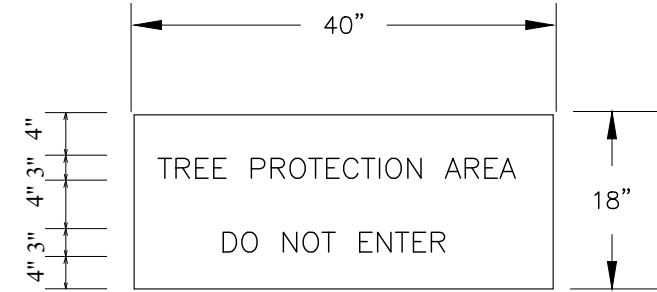
As much as 40 percent of a tree's root system could be cut during the installation of a nearby utility line. This reduces water and nutrient uptake, and may compromise the stability of the tree. If it is not possible to relocate the utility line outside the tree's PRZ, you can reduce root damage by as much as percent by tunneling under the tree's root system. When digging a trench near a tree, begin tunneling when you encounter roots larger than one inch in diameter.

Trenching for building foundations also poses a danger to nearby trees. Although not often used in Minnesota, posts, pillars, or I-beams sometimes can be substituted for foundation walls and footers on homes. Drilling single holes as opposed to cutting deep trenches saves many critical roots.

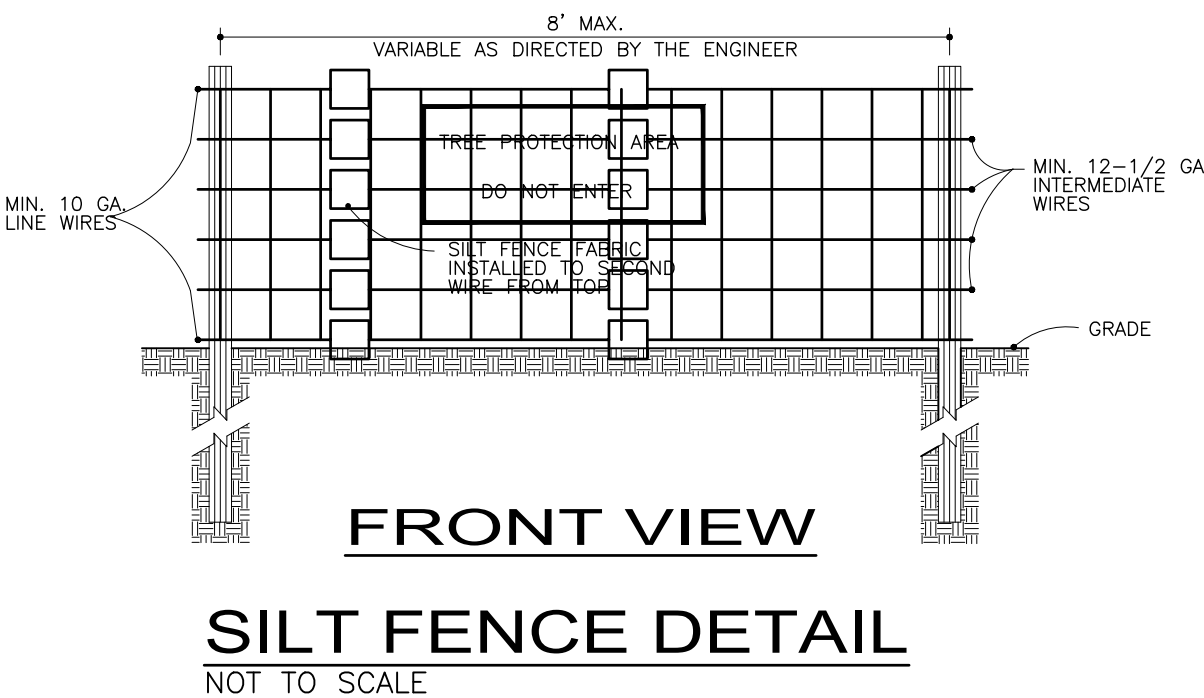
For all digging operations, insist that exposed roots be cut cleanly to promote quick wound closure and regeneration. Vibratory plows, chain trenchers, and hand tools do a better job at this than bulldozers and backhoes.

The contractor brick or flagstone walkways on sand foundations can be substituted for concrete. These materials protect soil pH and allow water and oxygen penetration. Preserve natural contouring by spanning uneven areas with wooden walkways elevated on posts. Where additional pavement strength is needed (e.g., driveways), concrete requires less excavation than asphalt. "Structural soils" may be used under pavement to allow for both adequate pavement base strength and tree root penetration. Structural soils are composed of 80% stone chips, 20% clay-loam soil, and a polymer binding.

NOTES:  
WARNING SIGNS TO BE MADE OF DURABLE, WEATHERPROOF MATERIAL.  
LETTERS TO BE 3" HIGH MINIMUM, CLEARLY LEGIBLE AND SPACED AS DETAILED.  
SIGNS SHALL BE PLACED AT 50' MAXIMUM INTERVALS.  
PLACE A SIGN AT EACH END OF LINEAR TREE PROTECTION AND 50' ON CENTER THEREAFTER.  
FOR TREE PROTECTION AREAS LESS THAN 200' IN PERIMETER, PROVIDE NO LESS THAN ONE SIGN PER PROTECTION AREA.  
ATTACH SIGNS SECURELY TO FENCE POSTS AND FABRIC.  
MAINTAIN TREE PROTECTION FENCE THROUGHOUT DURATION OF PROJECT.  
ADDITIONAL SIGNS MAY BE REQUIRED BY CITY OF RALEIGH INSPECTIONS DEPARTMENT BASED ON ACTUAL FIELD CONDITIONS.  
PLACE A SIGN AT EACH END OF LINEAR TREE PROTECTION AND 50' ON CENTER THEREAFTER.

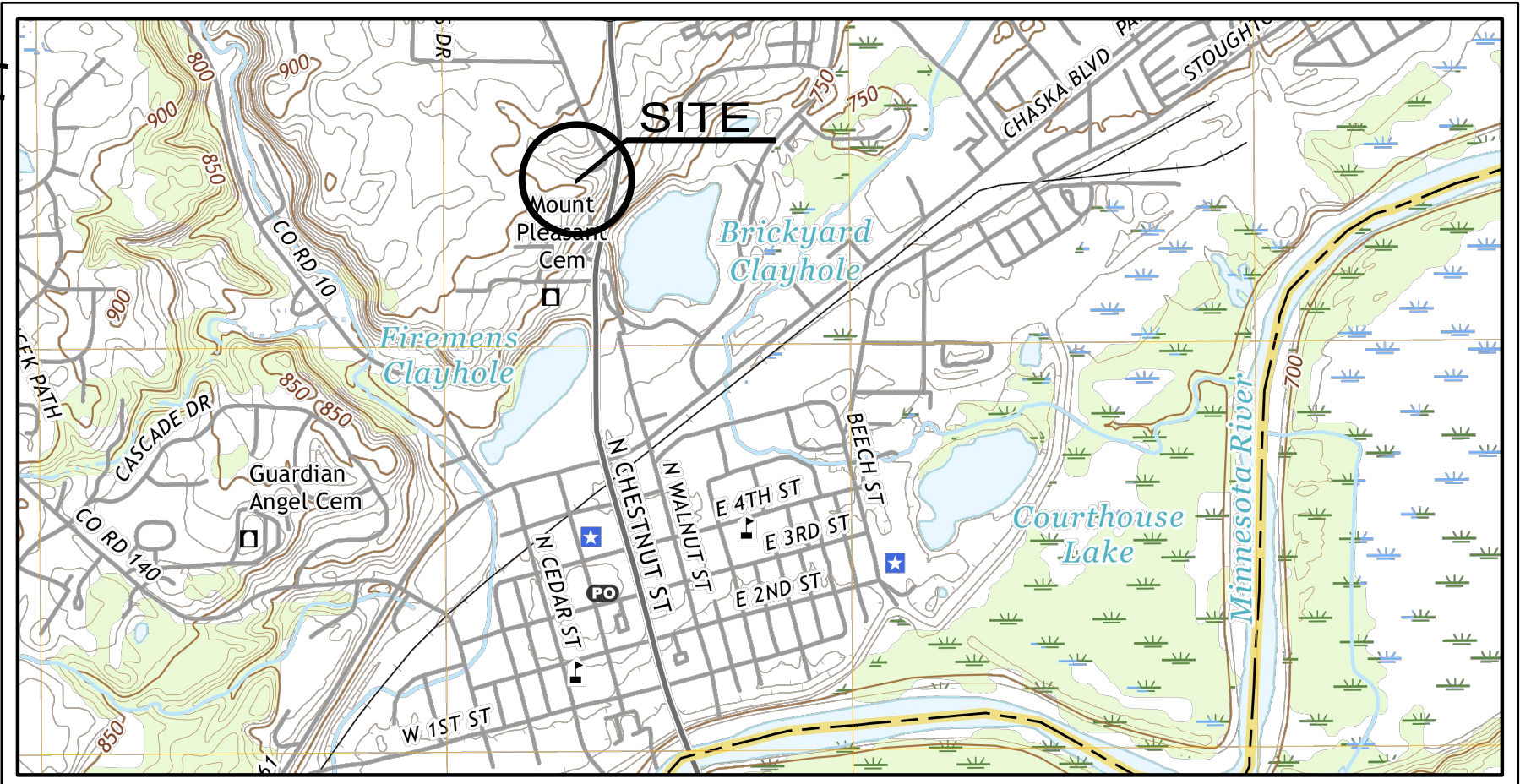


**WARNING SIGN DETAIL**



**SILT FENCE DETAIL**

NOTE:  
-USE SILT FENCE ONLY WHEN DRAINAGE AREA DOES NOT EXCEED 1/4 ACRE AND NEVER IN AREAS OF CONCENTRATED FLOW  
-END OF SILT FENCE NEEDS TO BE TURNED UPHILL.



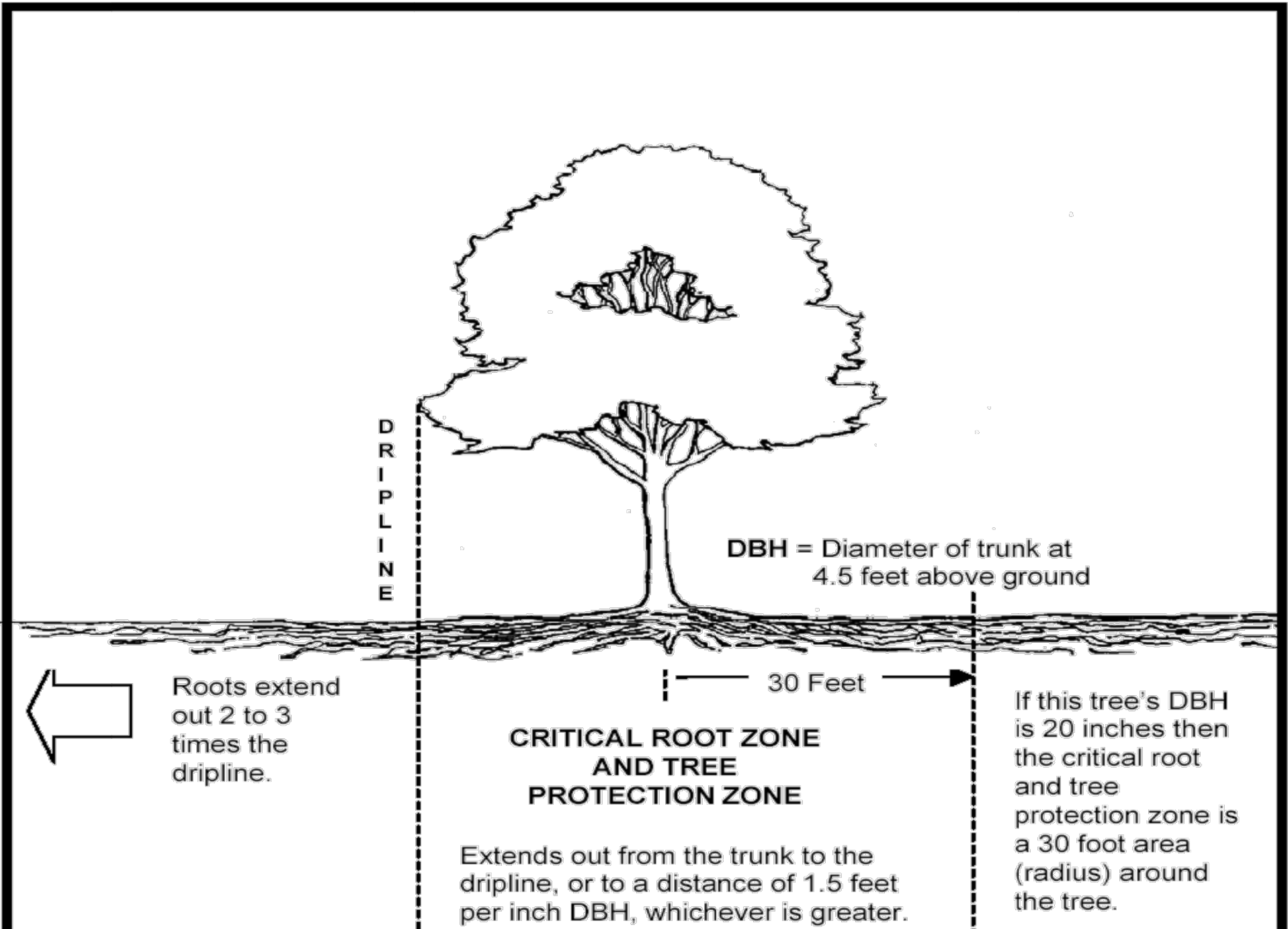
**LOCATION MAP**

TOPOGRAPHIC MAP (USGS)  
SCALE:1:24,000  
COORDINATEDS: 44°47'43.2" N / 93°36'09.5"W



**AERIAL VIEW**

NOT TO SCALE



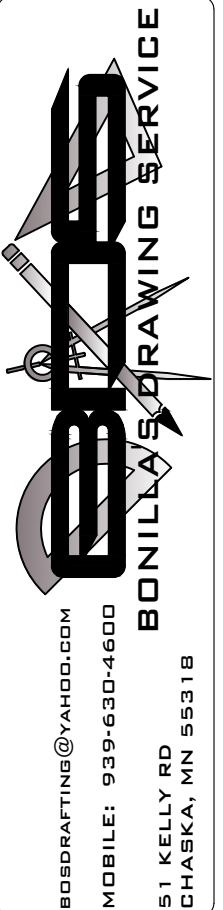
**B.D.S.**

DERECHOS DE PROCESAR PLANOS  
Y DISEÑO DE PROYECTOS DE CONSTRUCCION  
PROHIBIDA LA REPRODUCCION PARCIAL  
O TOTAL. TODO PLANO, DIBUJO, DISEÑO  
ESPECIFICACION CONTENIDA EN ESTA HOJA  
SON PROPIEDAD DE:  
BONILLA'S DRAWING SERVICE

| REVISIONS | DATE | BY | REMARKS |
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| 2         |      |    |         |
| 3         |      |    |         |
| 4         |      |    |         |
| 5         |      |    |         |
| 6         |      |    |         |

**ACEVEDO'S FAMILY RESIDENCE**

10XX CARDINAL STREET CHASKA, MINNESOTA 55318



**TREE INVENTORY**

PROPRIETARY:  
SHEET TITLE:  
SCALE: 1"=400'

APPROVED BY:  
DATE: 5/24/2020  
Rehder Forestry Consulting

CHECKED BY:  
DRAWN BY: L. BONILLA

DATE: JUNE / 2020  
DRAWING NO.: SI-3

SHEET NO.: 3 OF -



# TREE INVENTORY

*SITE:*  
**XXX CARDINAL ST  
CHASKA, MN**

*CLIENT:*  
**KARYN O'BRIEN**

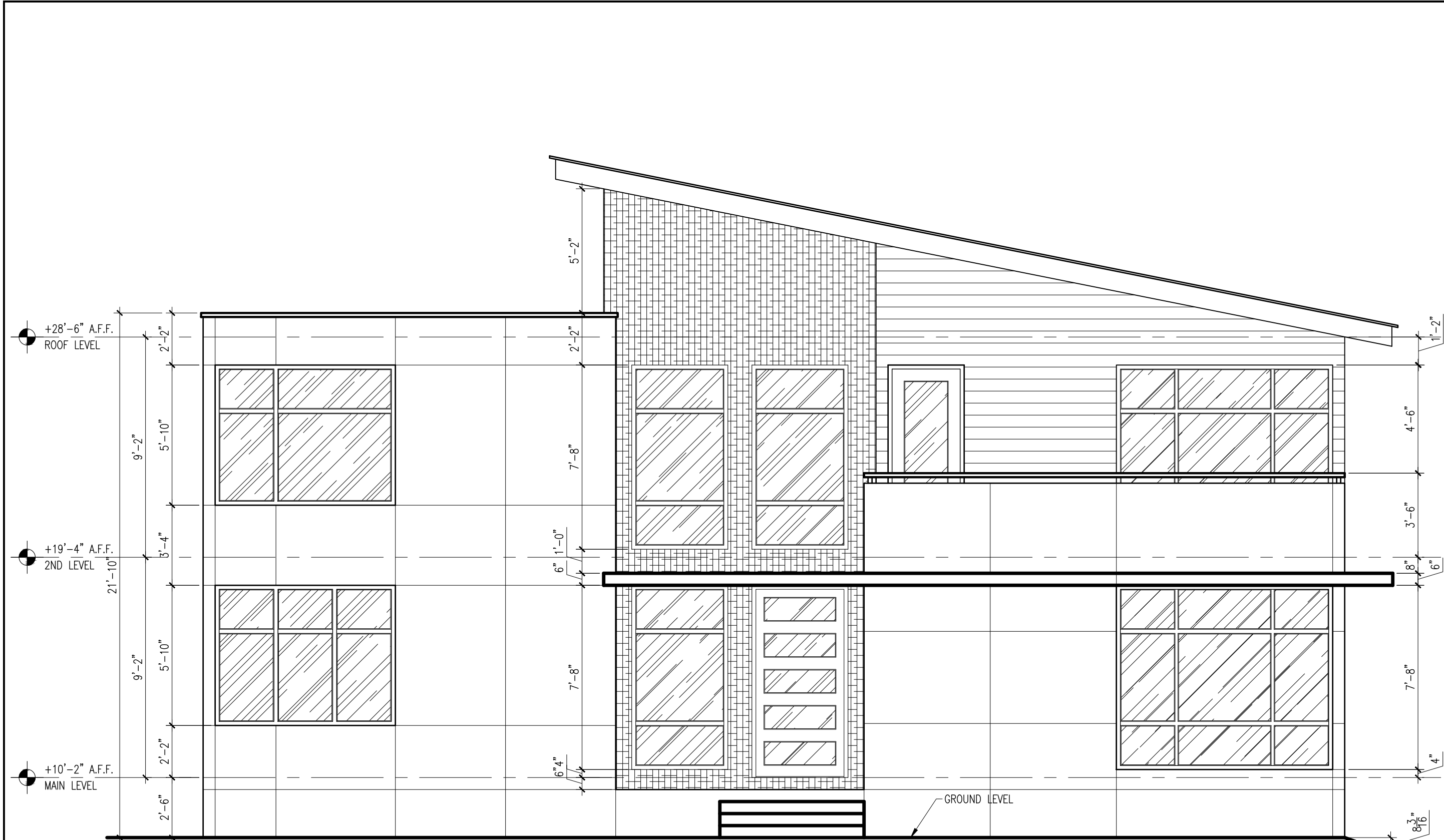
**DATE: 5/24/2020**



**Rehder Forestry Consulting**

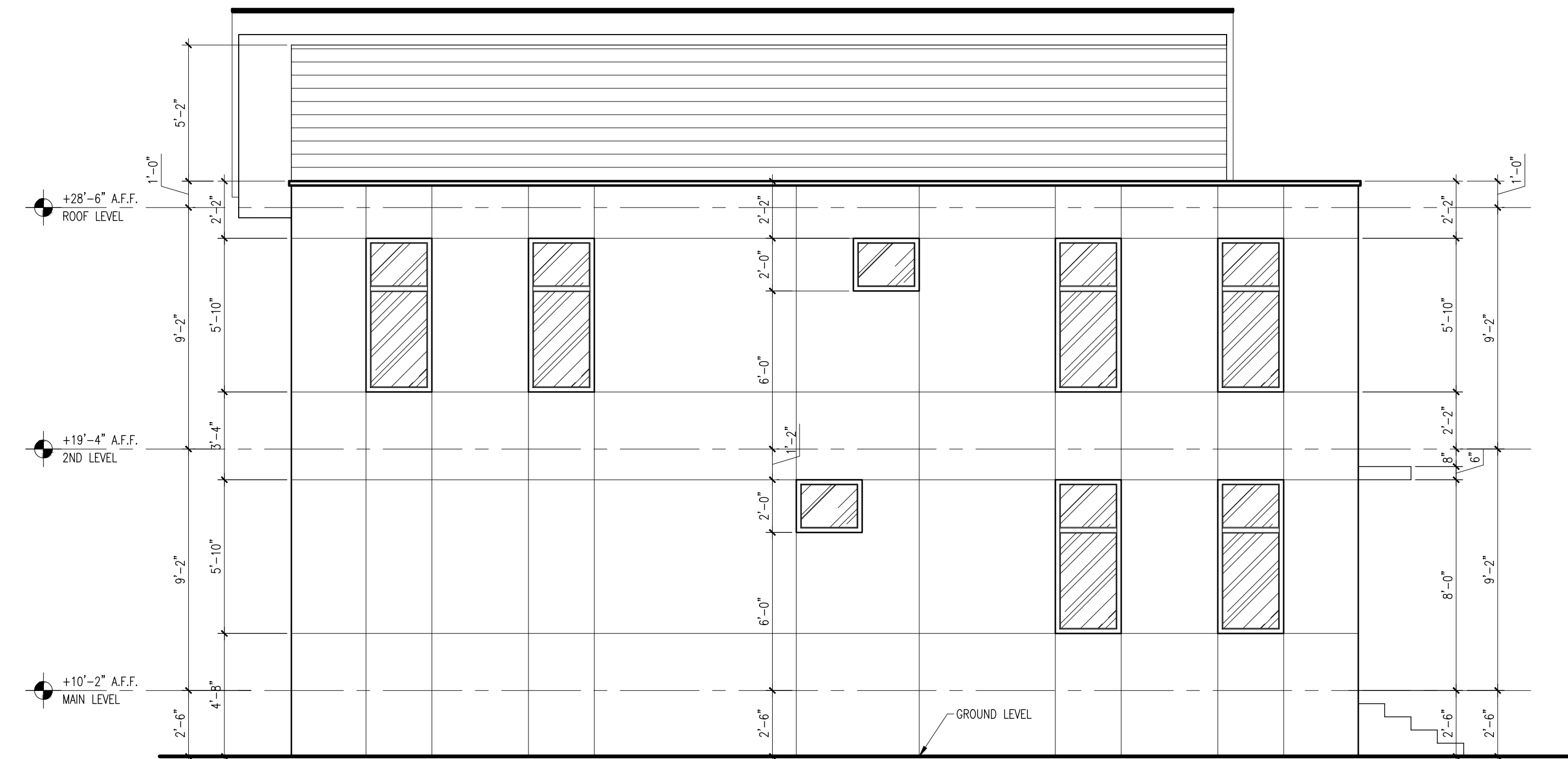


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



ARCHITECTURAL FRONT ELEVATION

SCALE: 1/4"=1'-0"



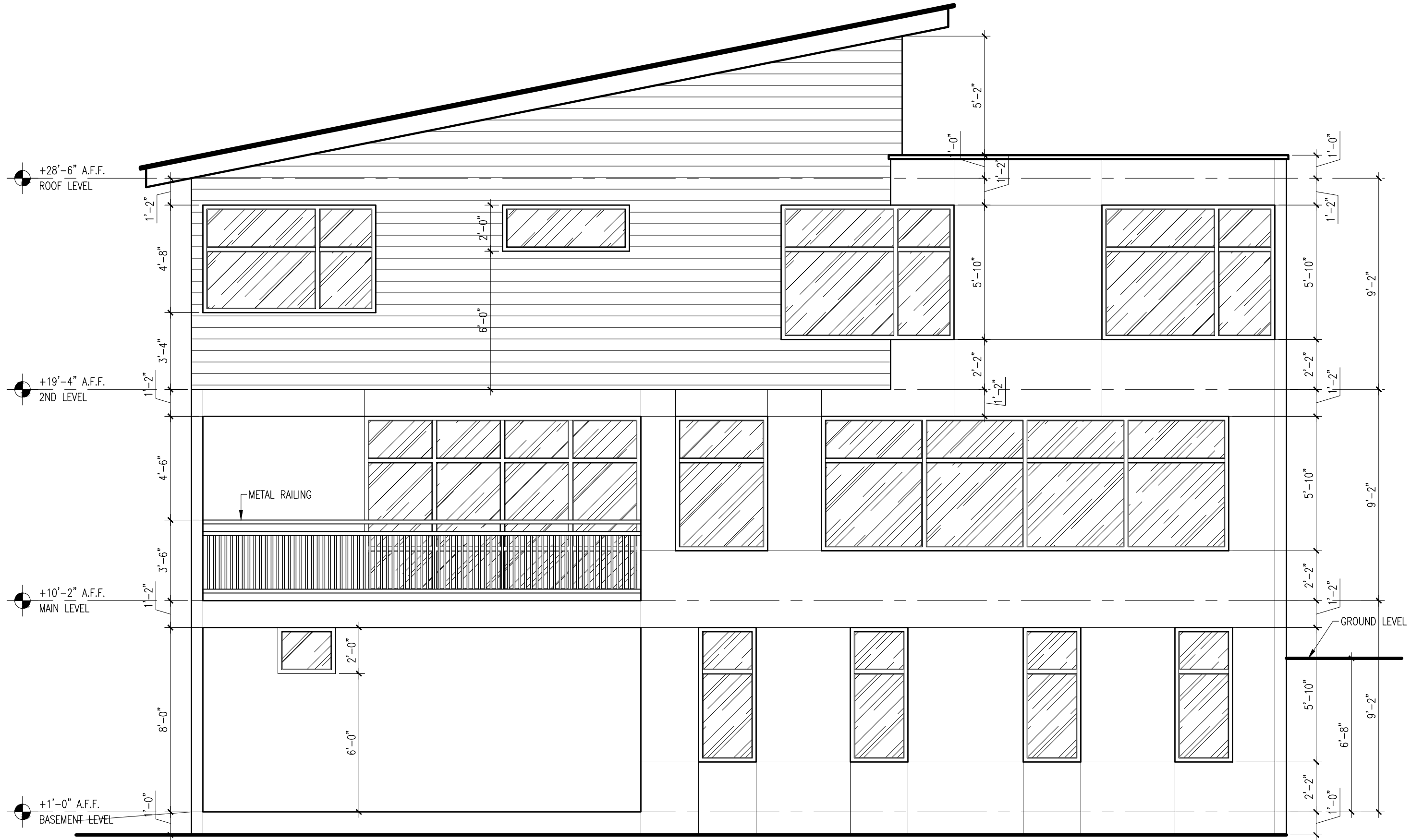
ARCHITECTURAL LEFT ELEVATION

SCALE: 1/4"=1'-0"



ARCHITECTURAL RIGHT ELEVATION

SCALE: 1/4"=1'-0"



ARCHITECTURAL REAR ELEVATION

SCALE: 1/4"=1'-0"

B.D.S.  
DERECHOS DE PROCESAR PLANOS  
Y DISEÑO DE PROYECTOS DE CONSTRUCCION  
PROHIBIDA LA REPRODUCCION PARCIAL  
O TOTAL, TODO PLANO, DIBUJO, DISEÑO  
ESPECIFICACION CONTENIDA EN ESTA HOJA  
SON PROPIEDAD DE:  
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PROPRIETARY: ACEVEDO'S FAMILY RESIDENCE  
CHASKA, MINNESOTA 55318

SHEET TITLE: ARCHITECTURAL ELEVATIONS

SHEET NO.: 4 OF 11

SCALE: 1/4"=1'-0"

APPROVED BY:

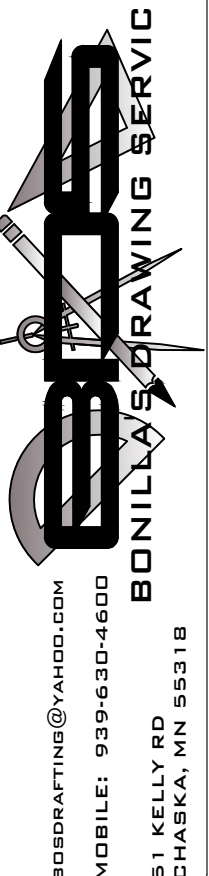
CHECKED BY:

DRAWN BY: L. BONILLA

DATE: JUNE / 2020

DRAWING NO.: A-4

SHEET NO.: 4 OF 11



BONILLA'S DRAWING SERVICE  
BONILLADRAWING@YAHOO.COM  
MOBILE: 939-630-4600  
51 KELLY RD  
CHASKA, MN 55318

8.B. Adopt Resolution 2020-68, Approving...

Packet Page 400 of...



# **REQUEST FOR ACTION CHASKA CITY COUNCIL 8/17/2020**

**Subject: Resolution of Support for Carver County's Federal Funding Application for Highway 41 and CSAH 10 Mobility and Access Improvement**

Prepared By: Nate Kabat

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## **Background**

Carver County staff have been conducting a process involving City staff to develop a corridor improvement plan for County Road 10/Engler Boulevard beginning at the intersection with County Road 61 and ending just past County Road 43 in Laketown Township. Traffic forecasts show that County Road 10 will continue to be a primary County connection and will become the highest trafficked County Road as cities in eastern Carver County continue to develop. For these reasons, the City Council and County have identified this corridor as a priority for improvements. A work session was held with City Council on May 4, 2020 to explain the planned corridor improvements; the plan has not changed significantly since this presentation.

The planning process is now substantially complete, and the County is working towards submitting a request to the regional solicitation process. A successful regional solicitation process would award funding to support project implementation.

## **Update**

The section of Engler Blvd. proposed to be included in the regional solicitation request begins at Park Ridge Drive on the east, stretches to Bavaria Road on the west, and includes the State Highway 41 intersection. As displayed in the attachment to this report, the improvements would include roundabouts at Park Ridge Drive and Bavaria Road, remove the left out option at Royal Oak Dr., maintain full intersections at White Oak Drive and Crest Drive, and install a north-south pedestrian underpass on the east side of the CSAH 10/Hwy 41 intersection among other safety and efficiency enhancements. This section of roadway improvements is programmed for implementation in 2025.

Not included in the improvements proposed for regional solicitation funding, but of high priority to the City, are an east-west pedestrian underpass on the north side of the CSAH 10/Hwy 41 intersection connecting the neighborhood to the schools and a trail connection along Engler to connect Ridge Lane to Old Audubon Road. Funding for the east-west pedestrian underpass is being pursued under the Safe Routes to School (SRTS) program. Per the current corridor plan, the trail connection along Engler is slated to be built when that section of road is improved in 10+ years. Given the need for that connection based on existing demand by the established neighborhoods on that section of road, staff from the County and City have agreed to develop a

plan to implement an interim the connection to serve the community until the permanent trail connection can be built with the planned roadway improvements.

As the attached funding plan displays, the total project cost is estimated at \$19.6 million. Based on the County's cost share policy for CIP projects, the City's cost participation would be \$5,440,000 without the regional solicitation award. A successful regional solicitation award would bring the City's cost share down to \$2,329,764.

City staff consider a complete project for implementation to include a successful regional solicitation award, a successful SRTS award, and an implementable trail connection on Engler from Ridge Lane to Old Audubon Road.

### **Recommendation**

City Council has identified Engler Road as a priority corridor. A successful regional solicitation application for the segment of Engler between Bavaria Road and Park Ridge Drive is a critical step to implementation of improvements identified by the corridor plan. Additionally, the trail connection on Engler from Ridge Lane to Old Audubon Road is a critical missing link in the City's pedestrian trail system that cannot wait 10+ years for improvement as demand exists today. As such, staff recommends Council approve a resolution supporting Carver County's federal funding application for Highway 41 and CSAH 10 mobility and access improvement, and direct staff to work with the County to implement a trail connection along Hwy 10 connecting Ridge Lane to Old Audubon Road.

### **CITY COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2020-65 supporting Carver County's federal funding application for Highway 41 and CSAH 10 mobility and access improvement, and direct staff to work with the County to implement a trail connection along Hwy 10 connecting Ridge Lane to Old Audubon Road.



**CITY OF CHASKA  
CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE** 08/17/2020 **RESOLUTION NO.** 2020-65

**MOTION BY COUNCILMEMBER** \_\_\_\_\_ **SECOND BY COUNCILMEMBER** \_\_\_\_\_

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**A Resolution of Support for Carver County's Federal Funding Application for  
Highway 41 and CSAH 10 Mobility and Access Improvement**

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**WHEREAS**, every two years the Metropolitan Council solicits funding applications for the Regional Solicitation to distribute federal transportation funds to locally initiated projects serving regional transportation needs; and

**WHEREAS**, the Metropolitan Council estimates approximately \$180 million in federal transportation funding is available for Fiscal Year 2024 and 2025; and

**WHEREAS**, eligible projects compete within three modal categories: Roadways Including Multimodal Elements; Transit and Travel Demand Management; and Bicycle and Pedestrian Facilities, and each modal category includes multiple application categories for a total of eleven funding categories; and

**WHEREAS**, the Roadways Including Multimodal Elements modal category includes the Strategic Capacity (Roadway Expansion) application category with a maximum federal transportation funding award of \$10 million; and

**WHEREAS**, Carver County partnered with the Minnesota Department of Transportation (MnDOT) and the City of Chaska on the Highway 10 Corridor Study to identify coordinated roadway improvements to address significant existing transportation mobility and safety issues on County State Aid Highway (CSAH) 10 and specifically at the intersection of CSAH 10 and State Trunk Highway (TH) 41; and

**WHEREAS**, the Highway 10 Corridor Study included a robust technical analysis, concept development, concept evaluation, and a diversified and broad public engagement strategy to identify and build consensus for short and long-term roadway concepts and recommendations; and

**WHEREAS**, Carver County, in partnership with MnDOT and the City of Chaska, is seeking federal transportation funds to reconstruct and expand CSAH 10 between Bavaria Rd. and Park Ridge Dr. with intersection safety and mobility improvements at Bavaria Rd., White Oak Dr., TH 41, and Park Ridge Dr./Skyview Dr. and bicycle and pedestrian improvements throughout the corridor; and

**WHEREAS,** Carver County will provide funding towards the local match and partner with MnDOT and the City of Chaska to contribute to the overall local match and project funding; and

**WHEREAS,** the Safe Routes to School trail underpass on the north side of the Highway 41 and CSAH 41 intersection is an integral connection and part of the complete project delivery; and

**NOW THEREFORE BE IT RESOLVED,** that the City Council of the City of Chaska, Minnesota, supports and endorses Carver County's submittal of the application titled Highway 41 and CSAH 10 Mobility and Access Improvement to the Metropolitan Council's Regional Solicitation to reconstruct and expand CSAH 10 between Bavaria Rd. and Park Ridge Dr. with intersection safety and mobility improvements; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Chaska, Minnesota, agrees to financially participate with Carver County and MnDOT in providing local matching funding at such time the project is awarded federal funding subject to agreement on the project details.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 17th day of August 2020.

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Mark Windschitl, Mayor

Attest: \_\_\_\_\_  
Chaska Deputy Clerk



# CSAH 10 Corridor Improvements

## Regional Solicitation Funding Plan

August 2020

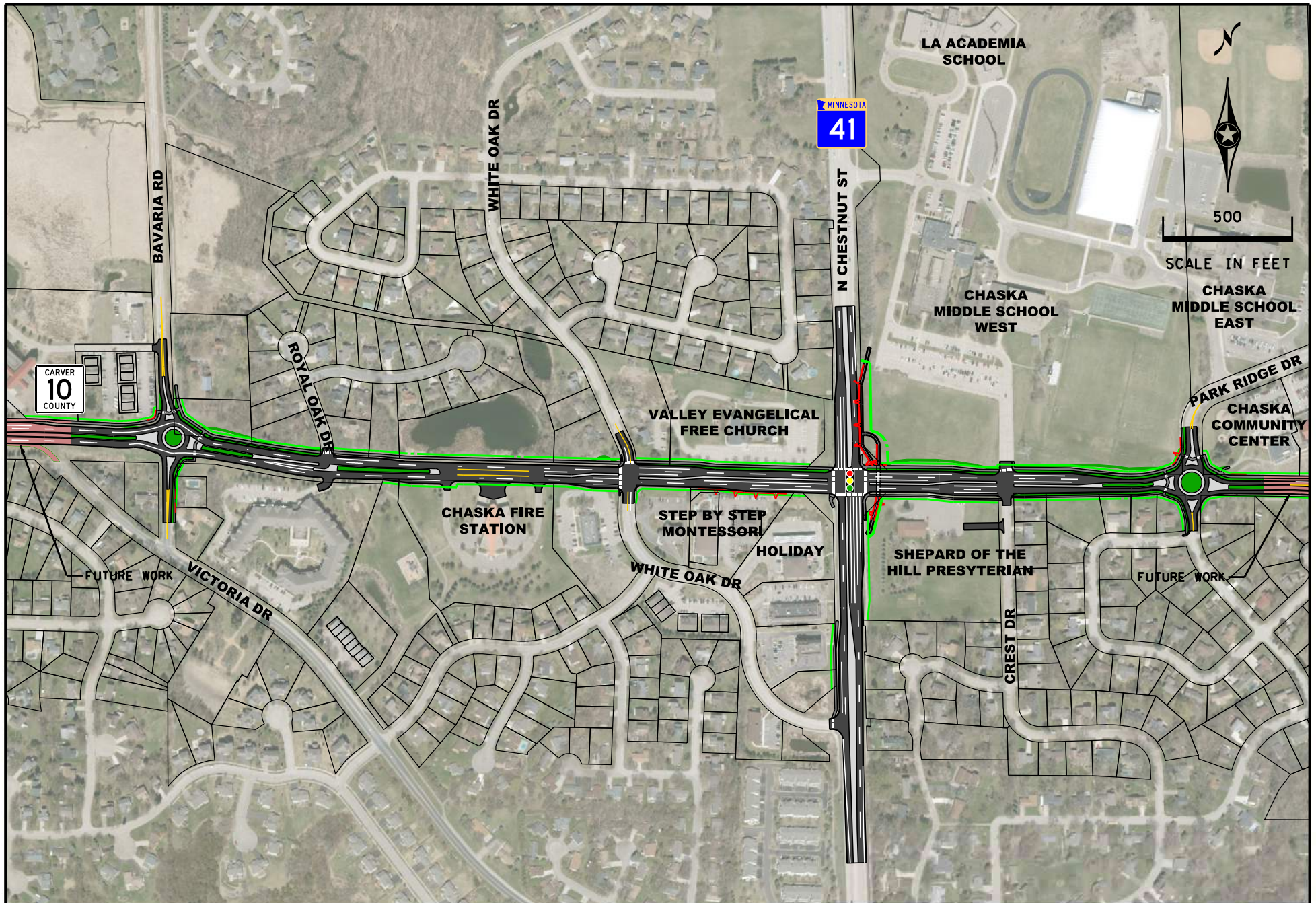


**DRAFT**

| Component                                                                      | Construction Year | Construction        | ROW                | Engineering / Const. Admin. | Total               |
|--------------------------------------------------------------------------------|-------------------|---------------------|--------------------|-----------------------------|---------------------|
| <b>CSAH 10/TH 41 Roadway Expansion</b>                                         | <b>2025</b>       | <b>\$13,830,000</b> | <b>\$1,230,000</b> | <b>\$2,780,000</b>          | <b>\$17,840,000</b> |
| MnDOT                                                                          |                   | \$1,780,000         | \$60,000           | \$390,000                   | \$2,230,000         |
| Carver County                                                                  |                   | \$8,010,000         | \$1,100,000        | \$1,940,000                 | \$11,050,000        |
| City of Chaska                                                                 |                   | \$4,040,000         | \$70,000           | \$450,000                   | \$4,560,000         |
| <b>CSAH 10/TH 41 Roadway Expansion<br/>Regional Solicitation Funds Awarded</b> | <b>2025</b>       | <b>\$13,830,000</b> | <b>\$1,230,000</b> | <b>\$2,780,000</b>          | <b>\$17,840,000</b> |
| Regional Solicitation Funds                                                    |                   | \$9,049,600         | \$0                | \$0                         | \$9,049,600         |
| MnDOT                                                                          |                   | \$615,265           | \$60,000           | \$390,000                   | \$1,065,265         |
| Carver County                                                                  |                   | \$2,768,692         | \$1,100,000        | \$1,940,000                 | \$5,808,692         |
| City of Chaska                                                                 |                   | \$1,396,444         | \$70,000           | \$450,000                   | \$1,916,444         |
| <b>TH 41 North Pedestrian Underpass<br/>SRTS</b>                               | <b>2025</b>       | <b>\$1,400,000</b>  | <b>\$80,000</b>    | <b>\$280,000</b>            | <b>\$1,760,000</b>  |
| MnDOT                                                                          |                   | \$0                 | \$0                | \$0                         | \$0                 |
| Carver County                                                                  |                   | \$700,000           | \$40,000           | \$140,000                   | \$880,000           |
| City of Chaska                                                                 |                   | \$700,000           | \$40,000           | \$140,000                   | \$880,000           |
| <b>TH 41 North Pedestrian Underpass<br/>SRTS Funds Awarded</b>                 | <b>2025</b>       | <b>\$1,400,000</b>  | <b>\$80,000</b>    | <b>\$280,000</b>            | <b>\$1,760,000</b>  |
| Regional Solicitation Funds                                                    |                   | \$933,360           | \$0                | \$0                         | \$933,360           |
| MnDOT                                                                          |                   | \$0                 | \$0                | \$0                         | \$0                 |
| Carver County                                                                  |                   | \$233,320           | \$40,000           | \$140,000                   | \$413,320           |
| City of Chaska                                                                 |                   | \$233,320           | \$40,000           | \$140,000                   | \$413,320           |
| <b>Total Investment<br/>No Funding Awarded</b>                                 |                   | <b>\$15,230,000</b> | <b>\$1,310,000</b> | <b>\$3,060,000</b>          | <b>\$19,600,000</b> |
| MnDOT                                                                          |                   | \$1,780,000         | \$60,000           | \$390,000                   | \$2,230,000         |
| Carver County                                                                  |                   | \$8,710,000         | \$1,140,000        | \$2,080,000                 | \$11,930,000        |
| City of Chaska                                                                 |                   | \$4,740,000         | \$110,000          | \$590,000                   | \$5,440,000         |
| <b>Total Investment<br/>All Requested Funding Awarded</b>                      |                   | <b>\$15,230,000</b> | <b>\$1,310,000</b> | <b>\$3,060,000</b>          | <b>\$19,600,000</b> |
| Requested Funding                                                              |                   | \$9,982,960         | \$0                | \$0                         | \$9,982,960         |
| MnDOT                                                                          |                   | \$615,265           | \$60,000           | \$390,000                   | \$1,065,265         |
| Carver County                                                                  |                   | \$3,002,012         | \$1,140,000        | \$2,080,000                 | \$6,222,012         |
| City of Chaska                                                                 |                   | \$1,629,764         | \$110,000          | \$590,000                   | \$2,329,764         |

Notes:

1. All costs shown in construction year dollars at 3% inflation.
2. ROW costs subject to change during final design



# PROPOSED CONDITIONS

## HIGHWAY 10 & 41 IMPROVEMENTS PROJECT

8.C. Adopt Resolution 2020-65, Resolution...

Packet Page 406 of...





# **REQUEST FOR ACTION CHASKA CITY COUNCIL 08/17/2020**

**Subject: Resolution to Deploy Funding Provided to the City by the CARES Act**

Prepared By: Nate Kabat, Assistant City Administrator

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## **Background**

In June of this year the Legislature and Governor allocated Federal CARES Act dollars to Cities and local governments to be used for activities responding to the COVID-19 virus. The City of Chaska received \$2,081,049 through this allocation. Since that time, the City has been developing a plan to deploy the funds.

Federal guidance is the use of funds should meet the three overarching tests:

- 1) Necessary and due to COVID-19,
- 2) Not accounted for in the most recent budget, and
- 3) Incurred within the covered period which for Minnesota cities is March 1, 2020 to November 15, 2020.

In addition to the Federal guidance, staff have developed this plan based on the following local goals that guide our community's COVID response:

- 1) Advance the City's Emergency Operations goal to secure continuity of services while keeping the public and staff safe from COVID-19,
- 2) Protect the City's financial position by utilizing funds for expenses incurred for COVID-19 response,
- 3) Assist the community to fill unmet needs resulting from the impacts of COVID-19.

State statute mandates the funds be fully expended by November 15, 2020, which presents a very tight timeline to evaluate options, develop plans, and implement programs. Any funds not expended by the November 15 deadline must be remitted to Carver County, unspent County funds ultimately get returned to the State. City staff have been working on multiple fronts to evaluate options and develop plans over the last few months. The following will outline options explored and provide a staff recommendation to proceed.

## **Update**

Over the last few months staff have evaluated options for expenditure of the CARES Act funds to maximize the stated goals. The City has engaged with staff to identify needs internally related to response, Leo A Daly architects and RJM construction management to evaluate facilities, and has engaged in communications with the Carver County CDA to understand business and community supports being provided across the County for COVID support.



Through the evaluations, uses for the funds have been identified in the following areas listed by priority:

*Priority 1: Expenses related to emergency response, reopening the Chaska Community Center, and continuing City operations.*

Estimated Costs: Up to \$500,000

Federal guidance states that a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Following this guidance, the City will look to recuperate emergency response costs related to COVID. Incurred costs at the Community Center include shields to protect front desk staff, electrical connections to relocate the fitness equipment from the fitness room into the gym for social distancing, and supplies to ensure appropriate cleaning procedures and safety precautions can be implemented. Organization wide, supplies have been obtained to ensure safety and cleaning procedures are implemented and IT upgrades have also been made to support staff working from home. These expenses meet the three overarching tests in Federal guidance and are therefore reimbursable by CARES funds and staff will seek to recover these costs as much as feasible through this source.

*Priority 2: Improvements necessary to reopen the Chaska Library, City Hall, and ensure continued operational safety at the Community Center.*

Estimated Costs: Up to \$1,600,000

These improvements come from needs identified by the study conducted by Leo A Daly and RJM. While the study identified many facility needs, staff have worked to prioritize implementation with the following objectives:

- Meet the three overarching tests in Federal guidance,
- Bring focus and greater control to public interactions at City Hall,
- Create separate controlled access to the Library which gives the Library direct control of its operations,
- Reduce touchpoints and increase sanitization at buildings with higher public access.

With these objectives in mind, the following building improvements have been identified for implementation:

- Library vestibule renovation. A new, separate entrance to the Library directly off of City Hall Plaza will be built. This improvement enables the Library to fully manage visitor traffic independent from City Hall. This increased control promotes separation for visitors and staff to the facilities to improve safety and limit points of potential exposure.
- City Hall lobby renovation. The City Hall lobby will be renovated to relocate and expand the front desk area. The Valley Conference Room will be converted into office space. These changes allow the Utility Billing Group to fully relocate to the first floor. Utility Billing is the highest in-person customer service function at City Hall. This relocation will focus customer traffic to the first-floor entrance area, which limits exposure for other staff. The new area will also be designed to provide appropriate spacing and separations

for staff under social distancing guidelines. The co-location of Utility Billing, which is currently split between first and second floors of City Hall will also promote improved service delivery.

- City Hall level 2 renovation. Several changes are identified for second floor. First, the Bluff Conference Room will be converted to office space for the Building Division. A service window will be created in this location that will be used to handle building permit transactions. This focused point of service will provide for greater separation and limit staff interaction and exposure for these transactions. The office space will be designed to create appropriate spacing and separation for social distancing guidelines to be met. The service window will also improve point of sale transaction capabilities for building permits. Second, the current front desk will be removed, and a wall will be installed with a controlled access door. This will create improved staff security and further limit exposure points. The City Clerk and Administration Clerk will move their workspaces to this area and the spaces will be designed with adequate spacing and separation for social distancing guidelines. Next, the City Administrator's office will be moved to the Planning Conference Room. The move of the City Administrator and the Utility Billing Division will free up space in City Hall to create a larger conference room and break room space that will enable meetings and breaktimes to be held with the ability to provide social distancing for staff and meeting participants. Where current meeting spaces can accommodate 3-4 people at most while social distancing, the new space will have room for 6-8 people which is a more typical meeting size. Larger meetings will be held in the Council Chambers.
- Police Department office area upgrades. The bullpen area, which is currently an open space with no separation or room for distancing will be reconfigured into separate cubical areas to allow patrol officers safe space for completing office work. The sally port leading onto Pine St., will be converted into office space for detectives to use. Currently the detective staff office in a former breakroom area with six cubicles in the space that can only accommodate four at most under social distance guidelines. The small shared space is not safe for PD staff and the converted sally port space will address this.
- Community Center entrance upgrades. Automatic doors will be installed at the main vestibule and ice rink vestibule. These two entrance points are the two highest used in the facility. By installing automatic doors, significant shared touch points are removed which benefits the public by decreasing exposure risk.
- HVAC ionization upgrades. Twenty locations across all City buildings have been identified to install HVAC ionizers. These inserts into the existing system work to treat and purify air by capturing microscopic particles including viruses. With COVID being an airborne virus, this improvement to air quality is a significant prevention intervention for all facility users.

The improvements outlined above are necessary to safely reopen City facilities and are not improvements the City has budgeted for or even considered prior to COVID. The facility space needs that the City has identified in previous years are not addressed by this plan and will need to remain a priority to be addressed within the next few years.

To implement these facility improvements, the City would enter into contracts with Leo A Daly to complete design and with RJM to oversee construction. Staff have obtained guidance from the City Attorney that with these improvements being in response to COVID under the current



City emergency declaration, RJM would have the ability to secure contractors through its competitive process without the need to implement a public bid process.

### *Priority 3: Facility and Community Needs*

Estimated Costs: Up to \$200,000

As the City has pivoted to a remote work environment for many staff in an effort to keep staff safe and able to continue providing core services, this change in work environment has created new strains on the City's IT infrastructure. The IS division has identified technology improvements necessary to improve secure access to the City's network for the many staff that continue to work remotely. CARES Act funds can support the improvements that the City seeks to implement as it responds to COVID.

Additionally, the Carver County CDA is utilizing funds allocated to it by the Carver County Board to create one-time business and housing support programs to address COVID impacts. For businesses, a small business emergency assistance program has been created that will take applications from local small businesses that have seen a qualifying decrease in revenue due to the impacts of COVID response. Qualifying businesses will be awarded based on a randomized selection process. The CDA has contracted with NextStage to administer this program. NextStage is administering similar programs in other metro counties as well. Carver County Cities have the opportunity to contribute funds to this program and benefit from administration efficiencies with NextStage. Funds contributed by Cities are only available to businesses located within that City. The CDA's housing assistance approach has created multiple programs to assist homeowners, renters, and unhoused populations. Staff are continuing to discuss with the CDA options that could be pursued in this area.

This option will only be pursued in the case that funds remain available following the reimbursements and building improvements outlined in Priorities 1 and 2. If this option is pursued, staff will bring details back to Council before proceeding.

### *Implementation*

Staff requests flexibility in its ability to proceed with the priorities listed above. In particular, the building improvements outlined in Priority 2 are dependent on final design and engineering to fully assess cost and feasibility. While the items described are intended for implementation and do maximize the ability for City buildings to serve the public, engineering challenges, delivery of material, and final costs are all variables that can only become understood after completing final design and engineering. In order to proceed with that, and in order to meet the tight timeline of November 15, the City needs to enter into contracts with Leo A Daly to complete design and RJM to manage construction. Those contracts are attached. Staff requests Council to authorize staff to enter into these contracts and implement the described improvements with the ability to adjust as engineering, supply, and cost factors dictate. Under this approach, proceeding with Priority 3 would occur if funds remain unused after implementing the first two priorities.

For the reasons outlined above, the projects are described with an up to expense. Through this process, staff will manage the project budgets to not exceed the up to amounts and not exceed

to total CARES Act allocation. A lower priority will not be pursued until staff has certainty that funds are available to proceed in support of that priority. Council can anticipate a future budget amendment to be presented that would make adjustments to reflect the CARES Act fund uses.

**Recommendation**

Staff recommends Council authorize staff to execute the priorities listed above as described. Staff recommends Council approve the resolution authorizing execution of an AIA B133 Owner Architect Agreement with Leo Daly and an AIA A133 Construction Management Agreement and Exhibits with RJM Construction in order to deploy funding provided to the City by the Corona Virus Aid Relief and Economic Security (CARES) Act

**CITY COUNCIL ACTION REQUESTED**

Motion to authorize staff to execute the identified priorities for funding provided by the Corona Virus Aid Relief and Economic Security (CARES) Act, and to approve Resolution No. 2020-72 authorizing execution of an AIA B133 Owner Architect Agreement with Leo Daly and an AIA A133 Construction Management Agreement and Exhibits with RJM Construction in order to deploy funding provided to the City by the Corona Virus Aid Relief and Economic Security (CARES) Act.



**CITY OF CHASKA  
CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE:** 8/17/2020 **RESOLUTION NO.:** 2020-72

**MOTION BY COUNCILMEMBER** \_\_\_\_\_ **SECOND BY COUNCILMEMBER** \_\_\_\_\_

---

**A Resolution Authorizing Execution of an AIA B133 Owner Architect Agreement with Leo Daly and an AIA A133 Construction Management Agreement and Exhibits with RJM Construction in Order to Deploy Funding Provided to the City by the Corona Virus Aid Relief and Economic Security (CARES) Act**

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The City Council of the City of Chaska, Carver County, Minnesota resolves as follows:

WHEREAS, the City has received an allocation of \$2,081,049 in CARES Act funding; and

WHEREAS, CARES Act funds may only be used for specific limited purposes; and

WHEREAS, the City, in consultation with Leo Daly and RJM Construction, has identified various physical structure improvements which are necessary and appropriate before certain buildings can be re-opened to the public or fully utilized because of COVID-19 concerns; and

WHEREAS, in multiple buildings and departments there are needed improvements to mitigate the impact of COVID-19 in locations generally described as:

- A. City Hall Level 1, Main Lobby;
- B. Library entry vestibule;
- C. City Hall Level 1, Administrative Office entry and new breakroom; and
- D. Police Station Sally Port and Bullpen; and
- E. Chaska Community Center vestibules at main entry and ice rink entry; and
- F. Incorporation of bipolar ionization elements within the duct work at seventeen (17) locations across Chaska facilities (collectively, A through F are the "Desired Work").

WHEREAS, the City Council has seen the presentations at its August 17, 2020 meeting of Leo Daly, the architect, and RJM Construction, the construction manager, detailing the Desired Work and explaining why the Desired Work is reasonable, necessary and appropriate to mitigate immediate COVID-19 risk in the various structures and the locations where the Desired Work is

to be performed and the presentations of Leo Daly and RJM are incorporated into this Resolution as support for the decision of the City Council; and

WHEREAS, the City cannot safely open City Hall, the library, and portions of the police station due to COVID-19 because of physical space-related issues with distancing, spacing, contact points and overall safety; and

WHEREAS, the doors at the main entrance and ice entrance at the Community Center are high risk touch points for COVID-19 that should be modified to provide for automatic opening to reduce the spread of COVID-19; and

WHEREAS, the studies conducted by the City indicated that air quality in City buildings has been degraded due to COVID-19 and that the health and safety of City employees and to the public is at risk and the risk can be mitigated by installation of bipolar ionization elements; and

WHEREAS, all of the Desired Work is a direct result of COVID-19 and the City would not be engaging in the Desired Work but for COVID-19; and

WHEREAS, none of the Desired Work is included in the City's budget for 2020; and

WHEREAS, the Desired Work has not yet commenced, but will be completed by November 15, 2020; and

WHEREAS, the CARES Act requires that the work conducted using CARES Act funds by the City be substantially complete and paid for by November 15, 2020; and

WHEREAS, due to the limited time to complete the Desired Work, the City believes it is in its best interests to retain a construction manager.

WHEREAS, Leo Daly estimates that they will have construction plans prepared and available on or about September 7, 2020; and

WHEREAS, because of the impact of COVID-19, the need to reopen certain City structures and the limitations on the use of CARES Act funds, there is inadequate time to go through the statutory competitive bidding requirements and have the Desired Work substantially completed by November 15, 2020; and

WHEREAS, the City of Chaska has previously adopted an Emergency Resolution in relation to the COVID-19 Pandemic; and

WHEREAS, M.S. §12.37(2) gives to the City the power in light of the exigencies of the disaster to conduct certain activities without time-consuming procedures and formalities prescribed by law pertaining to the performance of public work and entering into contracts, amongst other matters; and

WHEREAS, notwithstanding emergency powers available to the City, RJM, although not conducting traditional bidding as prescribed in M.S. §471.345, will endeavor to solicit proposals from two (2) or more vendors in each trade to facilitate fair competition.



NOW, THEREFORE, be it resolved the City Council of the City of Chaska as follows:

- A. The above-referenced Recitals constitute Findings of Fact and are incorporated fully into the body of the Resolution; and
- B. The City shall enter into the following agreements:
  - 1. AIA B133 with Leo Daly in the form provided in the Council packet;
  - 2. AIA A133 and Exhibit A (a Guaranteed Maximum Price) and Exhibit B (Insurance and Bonds) with RJM Construction; and
  - 3. The AIA A201 General Conditions Contract are approved and ratified; and
  - 4. The City will only execute the GMP Amendment to the AIA A133 Agreement with RJM Construction provided that the cost in the GMP Amendment does not exceed \$1,400,000 and if the cost is not in excess of \$1,400,000, this Resolution provides authority for the City to execute the GMP Amendment without coming back to the City Council for subsequent approval; and
  - 5. The City Staff is authorized to reduce the scope of the Desired Work if the cost of the Desired Work and the architectural fees will exceed the available CARES Act funding; and
  - 6. RJM Construction is authorized and empowered to solicit proposals and quotes from various subcontractors and, after a consultation with City Staff, enter into contracts or subcontracts for the performance of the Desired Work without following the formalities of competitive bidding

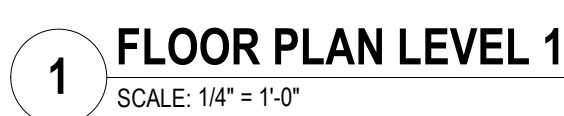
Passed and adopted by the City Council of the City of Chaska, Minnesota, this 17<sup>th</sup> day of August, 2020 on a vote of \_\_\_\_ ayes and \_\_\_\_ nays, with the votes indicated below.

\_\_\_\_\_  
Mark Windschitl, Mayor

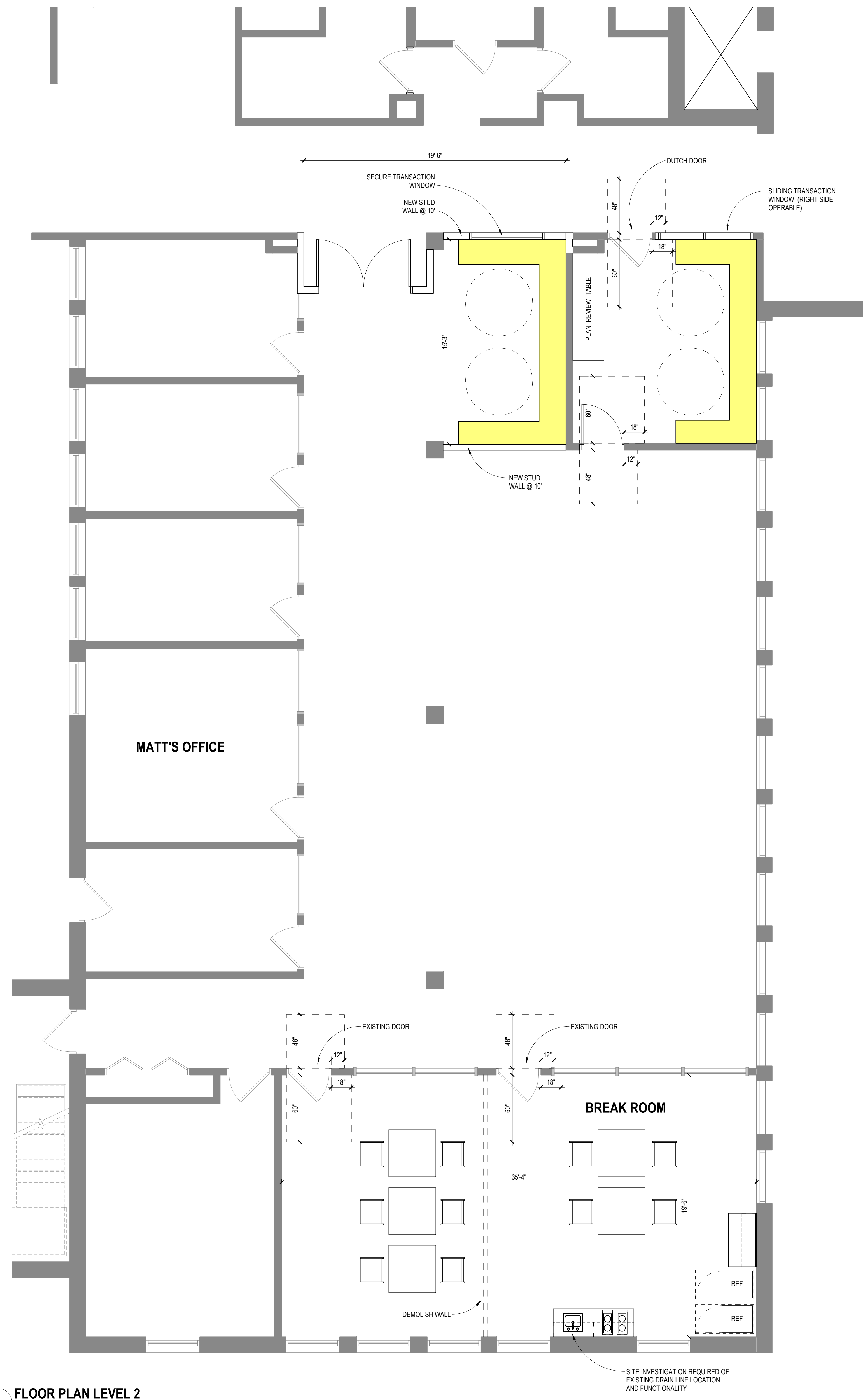
Attest: \_\_\_\_\_  
Denise Beebe, Senior Clerk

Mark Windschitl: \_\_\_\_\_  
Jon Grau: \_\_\_\_\_  
Taylor Hubbard: \_\_\_\_\_  
McKayla Hatfield: \_\_\_\_\_  
Mike Huang: \_\_\_\_\_









1 FLOOR PLAN LEVEL 2  
SCALE: 1/4" = 1'-0"

## LEVEL TWO LAYOUT STUDY

# CHASKA CITY HALL

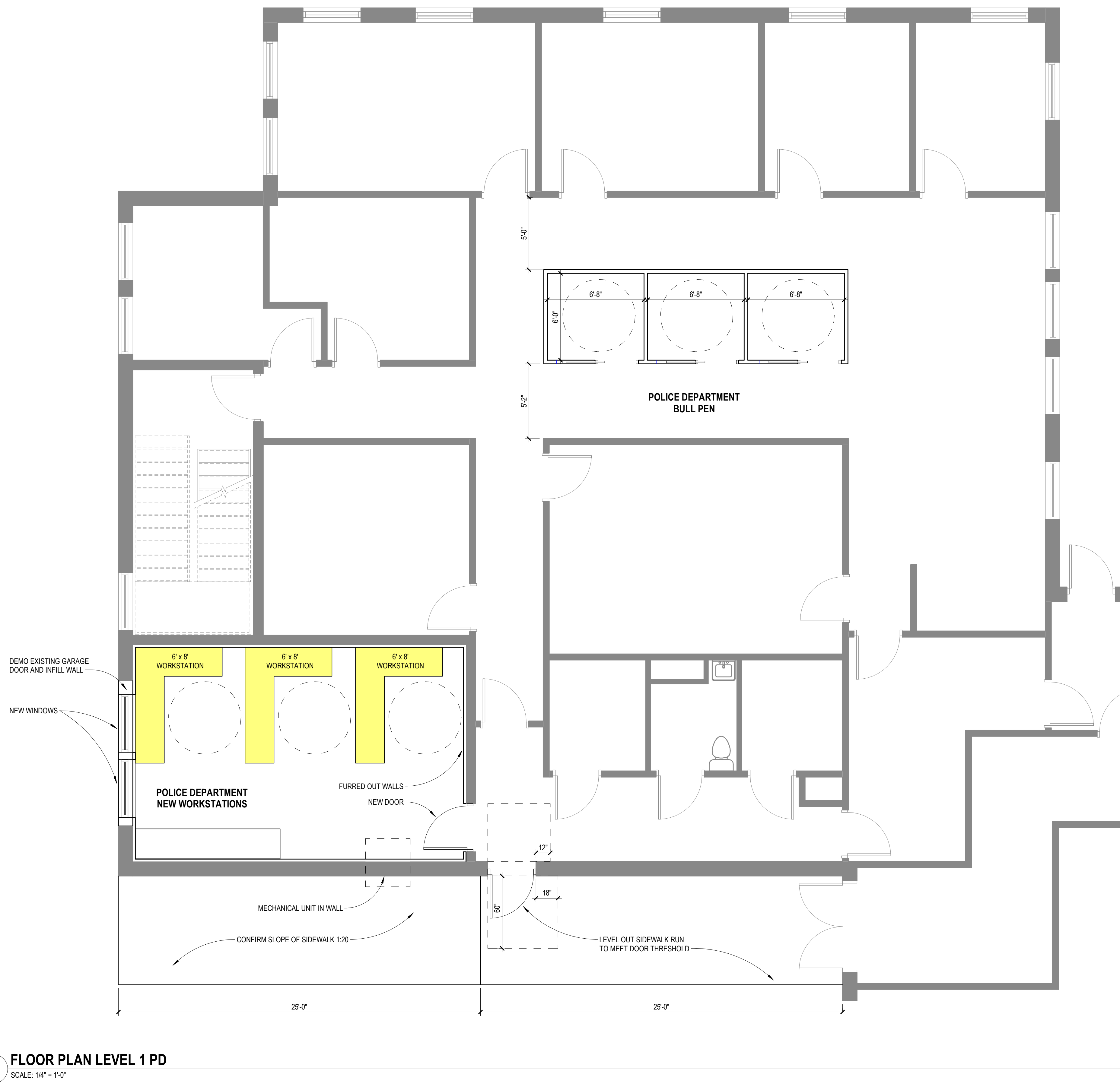
UPDATED 08/05/2020

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Project Number 07/20/20

LEO A DALY







PLANNING

ARCHITECTURE

ENGINEERING

INTERIORS

For: City of Chaska – COVID Related Facility Improvements

From: LEO A DALY

Date: 8/13/2020

Re: DRAFT Schedule

ABU DHABI  
ATLANTA  
AUSTIN  
CHICAGO  
CONROE  
COLLEGE STATION  
CORPUS CHRISTI  
DALLAS  
DAMMAM  
DOHA  
FORT WORTH  
FRISCO  
HOUSTON  
LANSING  
LAS VEGAS  
LOS ANGELES  
MIAMI  
MINNEAPOLIS  
OMAHA  
ORANGE  
SAN ANTONIO  
SAN JOSE  
SAN MARCOS  
WACO  
WASHINGTON DC  
WEST PALM BEACH

## LAD Schedule

## RJM Schedule

|                                                 |                                                                                                   |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>Council Approval:</b> Aug 17                 | <b>Begin direct negotiations with subs</b><br><br><b>Plan procurement of long lead time items</b> |
| <b>Permit Set:</b> Aug 18 – Sept 7              |                                                                                                   |
| <b>Chaska user group page turn:</b> Sept 7      |                                                                                                   |
| <b>Permit Set Review:</b> Sept 7 - 14           |                                                                                                   |
| <b>Construction:</b> Sept 14 – Nov 15 (9 weeks) |                                                                                                   |
| <b>Construction completion:</b> Nov 15          |                                                                                                   |





# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

Chaska Cares Facility Improvements  
One City Hall Plaza  
Chaska, MN 55318

### THE OWNER:

(Name, legal status and address)

City of Chaska  
One City Hall Plaza  
Chaska, MN 55318

### THE ARCHITECT:

(Name, legal status and address)

Leo A Daly  
730 Second Ave S., Suite 1300  
Minneapolis, MN 55402-2416

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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User Notes:

(878129513)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES





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8.3, 15.1.6.2

**Work, Definition of**

**1.1.3**

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

#### § 1.1.9 Punch List

The term Punch List means, collectively, unfinished items of the construction of the Project, the non-completion of which would not materially affect the use of the Project, and which are capable of being completed within thirty (30) days of substantial completion.

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## **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are intended to be complementary. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

## **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications. Provided that all payments are made by Owner to architect when due, the Instruments of Service become property of the Owner, which will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

## **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

## **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building

Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Intentionally Deleted**

*(Paragraphs deleted)*

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently and willfully fails to carry out Work in accordance with the Contract Documents, and fails within a 10-day period after receipt of written notice from the owners to commence and continue correction of such work, the Owner may issue a written order to the Contractor to stop the Work, or any portion

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thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### § 2.6 Contingency

Contractor shall maintain a contingency within the Guaranteed Maximum Price to cover costs which are properly reimbursable as the Cost of the Work but are not the basis for a Change Order ("Contractor's Contingency"). The Contractor's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the Cost of the Work. Savings from any line item for the Cost of the Work as set forth on Exhibit D (calculated as the difference between the initial estimate for an individual line item and its actual cost) shall be allocated to the Contractor's Contingency; provided, however, that any amounts remaining in the Contractor's Contingency; provided, however, that any amounts remaining in the Contractor's Contingency after final completion of the Work shall remain with Owner. The Owner and the Contractor acknowledges that the cost estimating process is not exact, and the Contractor's Contingency is included to adjust the estimate for quantity and price estimate inaccuracies and other eventualities which have been taken into precise account in the establishment of the Cost of the Work as set forth in Exhibit D. The Contractor shall regularly report on the status and use of the Owner with an accounting of (i) the current Contractor's Contingency amount; (ii) contributions to the Contractor's Contingency since the last Application of Payment; and (iii) deductions from the Contractor's Contingency since the last Application for Payment. Contractor reserves the right to draw on the Contractor's Contingency to cover unanticipated or increased costs of construction as it deems necessary for the completion of the Project. Costs properly reimbursable through the Contractor's Contingency included but shall not be limited to, the following:

- .1 additional costs incurred as a result of the buyout of any Subcontractor in excess of its estimated cost, excluding costs incurred in connection with any owner-mandated Subcontractor in excess of the estimated cost of the Subcontractor's portion of the Work, which shall be the responsibility of Owner;
- .2 costs associated with any default by a Subcontractor; provided however, that Contractor shall endeavor in good faith to recover any damages from Subcontractor arising out of such default;
- .3 costs related to changes in construction means and methods;
- .4 costs associated with accelerating or re-sequencing the Work as necessary to maintain the schedule for the Work; and
- .5 any costs associated with price escalation in materials or labor rates.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

§ 3.1.1 The Contractor in this A201-2017 General Conditions, as modified, shall be RJM Construction, LLC upon assignment of the awarded bids as described in the A133-2019 section 6.2, from Owner to RJM Construction, LLC as Construction Manager at Risk. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have sole authority to bind the

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Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

**§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** The Contractor shall, before starting each portion of the Work, review the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized such error, inconsistency, omission, difference, or nonconformity and knowingly failed to report it.

**§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall coordinate the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. Nothing in this paragraph, or in any other portion of these General Conditions, the Agreement, or any of the Contract Documents is meant to nor shall create a duty owed by the Contractor to any person or entity other than the Owner.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

#### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services reasonably necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Contract Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Other than the above, the Contractor makes no other warranty, representation, or guarantee, whether express or implied, and such are expressly disclaimed.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

#### § 3.6 Taxes

The Contractor shall pay sales, consumer, unemployment, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 3.7.4 Concealed or Unknown Conditions

If the Contractor, Owner, or Architect encounter conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the encountering party

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shall promptly provide notice to the other entities referenced in this Section 3.7.4 before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 Superintendent**

The Contractor shall employ a competent superintendent approved by Owner and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed, unless such person is no longer able to perform the duties due to death, disability or termination of employment.

*(Paragraphs deleted)*

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's approval a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

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§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.5 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor, in making this representation, is relying on the Architect's having fully coordinated the design drawings.

§ 3.12.6 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.8 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work and are specifically identified in an exhibit to the Contract, or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

*(Paragraphs deleted)*

§ 3.12.8.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services,

certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.8, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.8.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 3.18 Indemnification by Contractors**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, except to the extent such claim, damage, loss, or expense is caused by an act or omission of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.1.



**§ 3.18.2** The indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**§ 3.18.3 Indemnification by Owner and Affiliates**

To the fullest extent permitted by law, the Owner and its affiliates shall indemnify and hold harmless the Contractor, including the Contractor's agents, employees, Subcontractors, and Consultants from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent acts of the Owner and its affiliates, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, except to the extent such claim, damage, loss, or expense is caused by an act or omission of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section 3.18.3.

**ARTICLE 4 ARCHITECT**

**§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

**§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work is in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work, or in the activities of the Owner, Contractor, or separate Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness, but in no event later than fourteen (14) days after such request. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.



§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted responsively in submitting names as required.

*(Paragraph deleted)*

## § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor copies of the Contract Documents to which the Subcontractor will be bound, and Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of known discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not then apparent or reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect, with twenty-four (24) hours written notice to the Contractor, will allocate the cost among those responsible.



## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work and stating a proposed basis for the change prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 The Construction Change Directive shall provide for an adjustment to the Contract Sum. The adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

The Architect's determination, as specified above, shall not be less than the actual costs expended by the Contractor in performing the changed Work. If the Contractor believes the Architect's determination is less than its actual costs (incurred or projected) in performing the Work, the Contractor may initiate dispute resolution procedures pursuant to Article 15.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Owner may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Owner's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Owner's order for a minor change without prior notice to the Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time, subject to the Contractor's right to assert a claim for additional costs and/or time pursuant to Article 15.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date as established in Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 The Contractor must conform to the current construction schedule.

§ 8.2.5 The Contractor must maintain at the Site, available for review, a copy of the current construction schedule.

§ 8.2.6 The Contractor represents that the Guaranteed Maximum Price includes all costs, overhead and profit, which may be incurred throughout the Contract Time and the period between substantial and final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the work prior to the expiration of the Contract Time but for any claimed delay.

### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work (1) by changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, epidemics (including COVID-19), adverse governmental actions, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (3) by delay authorized by the Owner pending mediation and binding dispute resolution; or (4) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be reasonably extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

### § 8.3.4 Force Majeure

§ 8.3.4.1 Events of "Force Majeure" shall consist of the following: Acts of God, weather events, acts of war, terrorist acts, riots or other civil unrest, newly announced or enacted governmental restrictions or other acts by governmental bodies (local, national or foreign), including but not limited to the imposition of tariffs or other trade restrictions, labor disputes (excluding disputes with laborers on the Project), labor shortages (including but not limited to the unavailability of qualified and properly trained labor forces), unavoidable material shortages, usual transportation delays, unusual delays in obtaining necessary permits granted by applicable governmental authority, vandalism, fire, flood, earthquake or other natural disaster or any other casualty loss, or any other events beyond the reasonable control of the Contractor (except those set forth in Section 8.3.1).

§ 8.3.4.2 If the Contractor is delayed at any time in the commencement or progress of the Work by an event of Force Majeure, the Contractor shall provide written notice to the Owner within a reasonable time after the Contractor first recognizes the occurrence of any event of Force Majeure and has assessed its impact to the Project. In the event of Force Majeure, the Contract Time shall be extended on a day-for-day basis for the entire period of time associated with the event of Force Majeure, and the Contract Sum shall be increased by the amount attributable to the Force Majeure event by Change Order, subject to the Owner's right to Object, pursue a Claim under Article 15, and a final determination of the Claim.

§ 8.3.4.3 Notwithstanding the foregoing, if the cumulative amount of all delays due to weather is fifteen (15) days or less, the Contractor shall bear its additional expenses and the Owner will bear its extra expenses. The date of Substantial Completion established in this Agreement shall include this initial fifteen (15) day period. If the cumulative amount of all delays due to weather exceeds fifteen (15) days, the Contract Time shall be extended, and the Contract Sum shall be increased as set forth in Section 8.3.4.2, subject to the Owner's right to object and pursue a claim under Article 15.

§ 8.3.4.4 If an unavoidable material shortage or delay in delivery occurs, the Contractor shall have the obligation to use commercially reasonable efforts to substitute the delayed material with material of comparable kind and quality, or to substitute or supplement the delivery method, as the case may be, provided the Contractor obtains the Owner's prior

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consent, which shall not unreasonably be withheld. Anything to the contrary herein notwithstanding, if the Contractor substitutes the delayed material or substitutes or supplements the delivery method in accordance with this Section 8.3.4.4, and as a result the unavoidable material shortage or delay in delivery does not cause a delay to the critical path of the Work, then the unavoidable material shortage or delay in the delivery shall not be considered a Force Majeure event; provided, however, that any additional costs incurred by Contractor in avoiding such a delay shall be added to the Contract Sum by Change Order.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### **§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of Work for which the Contractor does not intend to pay a Subcontractor or material supplier, except for self-perform work.

**§ 9.3.1.3** Applications for Payment must be on AIA Document G702, supported by AIA Document G703 or such other supporting schedule, reasonably required by the Owner. The Application must be notarized and supported by sufficient data to demonstrate the Contractor's right to payment to the reasonable satisfaction of the Owner and the Architect.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or

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encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

**§ 9.3.4** The amount of each monthly Application for Payment must include the value of each line item as indicated on the approved Schedule of Values to the extent completed, less retainage of five percent (5%).

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments to Subcontractors or suppliers for labor, materials or equipment;
- .4 damage to the Owner or a Separate Contractor; or
- .5 persistent failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than ten days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors' and suppliers' amounts paid by the Owner to the Contractor for subcontracted Work. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.5 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.6 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

*(Paragraphs deleted)*

## § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a list of items to be completed or corrected prior to final payment ("Punch List"). Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon

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notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. For any partial occupancy or use, the Owner shall reduce retainage proportionately to the Contractor at the time of the partial occupancy or use.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, including completion of all items \_\_\_\_\_ on the Punch List for the work, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond

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satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**§ 9.10.6** Subject to the Contract, the retainage will not be paid to the Contractor until all of the following conditions have been satisfied: (A) the Contractor has fully performed the Contract; (B) the Contractor has completed all Punch list items to the reasonable satisfaction of the Owner and the Architect; (C) the Owner has provided all Project close-out documents, including any warranties, manuals, product specifications and name and address of each Subcontractor or supplier; and (D) all permits and approvals needed to operate the Project.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

*(Paragraphs deleted)*

§ 10.2.8 To the extent that Owner continues to occupy any part of the Project site or adjacent property during construction, Owner shall be responsible for keeping its employees, invitees and other persons under its control out of the Project site.

#### § 10.2.9 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Nothing in this Section 10.3 or elsewhere in this contract shall be construed as a requirement that the Contractor perform any Work relating to a hazardous substance or material unless expressly required by the Contract Documents.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from

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performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred, including reasonable attorneys' fees and costs.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

#### **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.



**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project or to the completed project or structure, or to the property adjacent to the Project site, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. This Section 11.3.1 is expressly amended to allow Contractor to subrogate against Contractor's own subcontractors at any tier.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

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### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. In addition, the Owner shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Architect, their consultants, any engineer hired by the Owner, and/or by any other contractor under contract with the Owner or anyone directly or indirectly employed by any such party, or anyone for whose acts such parties may be liable.

#### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work and to make a claim for breach of warranty, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.



§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

*(Paragraphs deleted)*

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents, including those obligations incurred prior to the date of the assignment. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals as provided for in the Contract Documents. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, persistent suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 60 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 persistently refuses or fails to supply enough properly skilled workers or proper materials;

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- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 persistently disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and reasonable overhead and profit on work not executed. The payments referenced in this paragraph are not the exclusive remedy of the Contractor. Such payments are instead cumulative of any other rights, claims, or entitlements the Contractor may possess, including but not limited to, claims arising out of a breach of the Agreement by the Owner prior to termination for convenience, claims arising from some other provision of the Agreement or these General Conditions, and/or claims arising under common law.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Intentionally Deleted

*(Paragraphs deleted)*

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and had an adverse effect on the scheduled construction.

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes but is not limited to

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, diminution in value, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be



referred to the Initial Decision Maker for decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, a decision by the Initial Decision Maker shall be required as a condition precedent to mediation of any Claim. If a decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render a decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The decision by the Initial Decision Maker shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of a decision by the Initial Decision Maker at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of a decision by the Initial Decision Maker, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the decision of the Initial Decision Maker.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§ 15.3 Mediation**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing,

delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

*(Paragraph deleted)*

**§ 15.4 Arbitration**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration.

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

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve related questions of law or fact, and (3) the arbitrations employ reasonably similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.





# AIA<sup>®</sup> Document A133<sup>™</sup> – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the 21<sup>st</sup> day of July in the year Two Thousand Twenty  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

City of Chaska  
One City Hall Plaza  
Chaska, MN 55318

and the Construction Manager:  
(Name, legal status, address, and other information)

RJM Construction, LLC  
830 Boone Avenue N.  
Golden Valley, MN 55427

for the following Project:  
(Name, location, and detailed description)

Chaska Cares Facility Improvements  
One City Hall Plaza  
Chaska, MN 55318

The Architect:  
(Name, legal status, address, and other information)

Leo A Daly  
730 Second Ave S., Suite 1300  
Minneapolis, MN 55402-2416

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.  
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner’s program for the Project, as described in Section 4.1.1:  
*(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)*

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

§ 1.1.3 The Owner’s budget for the Guaranteed Maximum Price, as defined in Article 6:  
*(Provide total and, if known, a line item breakdown.)*

TBD



§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

November 14, 2020

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

Nate Kabat  
Assistant City Administrator  
One City Hall Plaza  
Chaska, MN 55318

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

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:  
*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

§ 1.1.11 The Architect's representative:  
*(List name, address, and other contact information.)*

Leif Eikevik  
 Leo A Daly  
 730 Second Ave S., Suite 1300  
 Minneapolis, MN 55402-2416

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
*(List name, address, and other contact information.)*

Brad Barickman  
 RJM Construction, LLC  
 830 Boone Avenue North  
 Golden Valley, MN 55427

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
*(List any Owner-specific requirements to be included in the staffing plan.)*

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
*(List any Owner-specific requirements for subcontractor procurement.)*

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

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

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adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to ensure that the prime contractors and their subcontractors and suppliers provide an adequate supply of workers, equipment and materials. The Construction Manager shall manage the prime contractors to perform the Work in an expeditious and economical manner consistent with the Owner's interest. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. Notwithstanding any language to the contrary in this Agreement or in AIA A201 General Conditions, as modified by the Owner, the Construction Manager shall not perform any of the Work with its own forces or with affiliated entities.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The

Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 Deleted in its entirety.

### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. Subject to written disclaimer or qualification from the Owner as to accuracy, the Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### § 3.1.6 Cost Estimates

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

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval. All contracts for the work shall be directly negotiated by Construction Manager.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

#### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document.

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

#### § 3.1.15 Subcontract Form

Subcontracts or other agreements shall conform to the applicable provisions of this Agreement and shall not be on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract or other agreement is awarded on a cost plus a fee, the Construction Manager shall provide in the Subcontract or other agreement for the Owner to receive the same audit rights with regard to the Subcontractor or counterparty as the Owner receives with regard to the Construction Manager in Section 10 herein.

### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The

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Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.2.10 The Guaranteed Maximum Price Amendment shall include a construction schedule for the Work.

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### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

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

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### § 3.3.2.3 Monthly Report

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

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

#### § 4.1.2 Intentionally Deleted.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

## § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

## § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

## ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

\$10,000 – August 2020 – September 2020

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

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| Individual or Position | Rate |
|------------------------|------|
|------------------------|------|

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six ( 6 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
(Insert rate of monthly or annual interest agreed upon.)

At the legal rate prevailing.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:  
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

The Construction Manager’s Fee shall be three percent ( 3 %) of the Cost of the Work. The Construction Manager’s Fee shall be invoiced as a stipulated sum based on the Guaranteed Maximum Price as stated in the Guaranteed Maximum Price Amendment.

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

For changes in the Work, the Construction Manager’s Fee shall be three percent ( 3 %) of the increases in the Cost of the Work. There shall be no decrease in the Construction Manager’s fee for deductive change orders.

§ 6.1.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent ( %) of the standard rental rate paid at the place of the Project. . [If Applicable: Include a schedule of equipment with agreed-upon charges on an hourly, daily, and/or monthly basis - schedule should also include a standard amount or mark-up for minor repairs, fuel oil, and grease]

§ 6.1.6 Liquidated damages, if any:

§ 6.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

## **§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. In addition to Construction Manager's Fee, General Conditions and Contingency, the Guaranteed Maximum Price will be determined based upon public bids for prime contracts, which awarded bids will be assigned to Construction Manager for administration pursuant to subcontract agreements to be entered into between Construction Manager and the awarded bidder, as well as the General Conditions of the Contract for Construction, A201-2017 as modified. Construction Manager will not self-perform any work under this Agreement. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

If actual Cost of the Work and the Construction Manager's fee total less than Guaranteed Maximum Price, as may be adjusted by change to the Work, then the savings will be returned to Owner.

## **§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## **ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

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## § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

### Reimbursement rates per hours of service:

- Superintendent \$114.90/hour
- General Foreman \$114.90/hour
- Assistant Superintendent \$98.90/hour
- Carpenter Foreman \$86.90/hour
- Lead Carpenter \$84.90/hour
- Journeyman Carpenter \$83.90/hour
- Laborer Foreman \$80.90/hour
- General Laborer \$76.90/hour
- Apprentices are 75% of a Carpenter and Laborer
- Operator \$106.90/hour
- Trucking \$77.90/hour

Rates shall be subject to May 1 annual revisions to the Bargaining Laboring Agreements.

### Reimbursement rates per hours of service wherever employed in connection with the work as follows:

- Project Principal/Chief Estimator \$169.40/hour
- Sr. Project Manager \$132.40/hour
- Project Manager \$117.40/hour
- Scheduler/BIM \$97.40/hour
- Risk Management \$169.40/hour
- MEP Director \$132.40/hour
- Project Engineer \$85.40/hour
- Estimator \$117.40/hour
- Project Administration \$56.40/hour
- General Superintendent \$122.90/hour
- General Foreman \$114.90/hour
- Field Superintendent \$114.90/hour
- Safety Director \$122.90/hour
- Quality Control Director \$122.90/hour

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

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**§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

**§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. **[If applicable: attach a schedule of equipment and associated charges]**

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

**§ 7.6.1.3** The cost for the insurance and bonds required by the Contract Documents and set forth in Sections 7.6.1 through 7.6.1.2 shall not exceed one percent (1%) of the Guaranteed Maximum Price.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

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§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.  
The Electronic Documentation cost rate is \$1.50 per \$1000 of revenue.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

## § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager;

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or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

## **§ 7.9 Costs Not To Be Reimbursed**

**§ 7.9.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

## **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 9.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

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§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. Owner payment obligations to Construction Manager and Construction Manager payment obligation to the prime contractors shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes, Section 471.425, specifically including subdivision 4a requiring the Construction Manager to pay subcontractors within 10-days of receipt of payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

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§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, less retainage allowed in Section 11.1.8.1, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%)

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**§ 11.1.8.1.1** The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 11.1.8.2** Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

Retainage shall be reduced to 2.5 percent (2.5%) upon substantial completion.

**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

Owner shall, at Substantial Completion, be entitled to retain one hundred and fifty percent (150%) of the reasonable estimated cost of any incomplete Work and contested Claims. Such withheld amount shall be paid to the Construction Manager monthly as such incomplete Work is completed and Claims are settled.

**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## **§ 11.2 Final Payment**

**§ 11.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

**§ 11.2.2** Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

**§ 11.2.2.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

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**§ 11.2.2.2** Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 11.2.2.3** If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

**§ 11.2.3** The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**§ 11.2.4** If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

### **§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

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## **ARTICLE 12 DISPUTE RESOLUTION**

### **§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

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**§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☒ [ X ] Arbitration pursuant to Article 15 of AIA Document A201–2017

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other: *(Specify)*

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

**ARTICLE 13 TERMINATION OR SUSPENSION****§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager

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under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### **§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

## **§ 13.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## **ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1** Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Three Million Dollars (\$ 3,000,000 ) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident, and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) disease/each employee, and One Million Dollars (\$ 1,000,000 ) disease policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

§ 14.3.1.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

| Coverage                     | Limits                                                                                                                                                                 |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Employer’s Liability         | Limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000 ) disease/each employee, and one million (\$ 1,000,000 ) disease policy limit |
| Performance and Payment Bond | Full Contract Price                                                                                                                                                    |
| Builders Risk                | By Owner (City of Chaska)                                                                                                                                              |

**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

### **§ 14.3.2 Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 14.5** Other provisions:

## **ARTICLE 15 SCOPE OF THE AGREEMENT**

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

**§ 15.2** The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager at Risk where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as amended.
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, as amended, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as amended
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .6 Other Exhibits:  
*(Check all boxes that apply.)*

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
*(Insert the date of the E234-2019 incorporated into this Agreement.)*

Init.



[ ] Supplementary and other Conditions of the Contract:

| Document | Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Date | Pages |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|
| 7        | Other documents, if any, listed below:<br><i>(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)</i> |      |       |

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

|                                                                                                                                                                                                                         |                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <div>DocuSigned by:<br/><i>Ted Beckman</i><br/>(7846551744E7C1)</div> <div>_____<br/><b>CONSTRUCTION MANAGER</b> (Signature)</div> <div>Ted Beckman, Senior Vice President<br/>_____<br/>(Printed name and title)</div> | <div>_____<br/><b>OWNER</b> (Signature)</div> <div>_____<br/>(Printed name and title)</div> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|



# AIA Document A133™ – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 21st day of July in the year 2020, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the "Agreement")

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

for the following **PROJECT:**

*(Name and address or location)*

Chaska Cares Facility Improvements  
One City Hall Plaza  
Chaska, MN 55318

**THE OWNER:**

*(Name, legal status, and address)*

City of Chaska  
One City Hall Plaza  
Chaska, MN 55318

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

RJM Construction, LLC  
830 Boone Avenue N.  
Golden Valley, MN 55427

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. The Guaranteed Maximum Price is not a line item Guaranteed Maximum Price. The Contractor may reallocate sums from one-line item of the itemized statement of the Guaranteed Maximum Price to another line item. This may be done without the execution of a Change Order, if the Scope of Work is not changed as a result of or in connection with

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.



such reallocation. reimbursement by the Owner, except as otherwise provided by the Contract Documents.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$ ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
(Provide itemized statement below or reference an attachment.)

RJM Estimate Summary dated XX/XX/XXXX is incorporated and attached.

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Contractor’s Guaranteed Maximum Price contains a contingency of \$xxxxx.xx to cover risks inherent in providing a Guaranteed Maximum Price for the Project. Contractor shall maintain a contingency within the Guaranteed Maximum Price to cover costs which are properly reimbursable as the Cost of the Work but are not the basis for a Change Order ("Contractor’s Contingency"). The Contractor’s Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the Cost of the Work. Savings from any line item for the Cost of the Work (calculated as the difference between the initial estimate for an individual line item and its actual cost) shall be allocated to the Contractor’s Contingency; provided, however, that any amounts remaining in the Contractor’s Contingency; after final completion of the Work shall remain with Owner subject to Section 6.2 of the Agreement. The Owner and the Contractor acknowledge that the cost estimating process is not exact, and the Contractor’s Contingency is included to adjust the estimate for quantity and price estimate inaccuracies and other eventualities which have been taken into precise account in the establishment of the Cost of the Work. The Contractor shall regularly report on the status and use of the Owner with an accounting of (i) the current Contractor’s Contingency amount; (ii) contributions to the Contractor’s Contingency since the last Application of Payment; and (iii) deductions from the Contractor’s Contingency since the last Application for Payment. Contractor reserves the right to draw on the Contractor’s Contingency to cover unanticipated or increased costs of construction as it deems necessary for the completion of the Project. Costs properly reimbursable through the Contractor’s Contingency include but shall not be limited to, the following:

- .1 additional costs incurred as a result of the buyout of any Subcontractor in excess of its estimated cost, excluding costs incurred in connection with any owner-mandated Subcontractor in excess of the estimated cost of the Subcontractor’s portion of the Work, which shall be the responsibility of Owner;
- .2 costs associated with any default by a Subcontractor; provided however, that Contractor shall endeavor in good faith to recover any damages from Subcontractor arising out of such default;
- .3 costs related to changes in construction means and methods;
- .4 costs associated with accelerating or re-sequencing the Work as necessary to maintain the schedule for the Work; and
- .5 any costs associated with price escalation in materials or labor rates.

§ A.1.1.6 Alternates

§ A.1.1.6.1 Alternates, if any, included in the Guaranteed Maximum Price:

| Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Price |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <div><div>Init.</div><div>8.D. Adopt Resolution 2020-2</div><div>Page 80 of...</div></div> <div><div>AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:58:11 ET on 08/14/2020 under Order No.2082841979 which expires on 08/08/2021, is not for resale, is licensed for one-time use only, and used in accordance with the AIA Contract Documents Terms of Service. To report copyright violations, e-mail copyright@aia.org. (1432762200)</div><div>User Notes:</div></div> |       |

**§ A.1.1.6.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
|------|-------|---------------------------|

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

**§ A.1.1.7** Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

**§ A.1.1.8** The schedule for completion of the Work is attached hereto as Exhibit A and incorporated herein by reference.

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ A.2.1** The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of execution of this Amendment.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

### § A.2.3 Substantial Completion

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☒ By the following date: November 14, 2020.

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|-----------------|-----------------------------|

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

Init.



ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

§ A.3.1.2 The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ A.3.1.3 The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ A.3.1.4 The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

| Item | Price |
|------|-------|
|------|-------|

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

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

DocuSigned by:

Ted Beckman

7457525E7FAE414

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Ted Beckman, Senior Vice President

(Printed name and title)

(Printed name and title)

Init.

8.D. Adopt Resolution 2020-72

Page 83 of...





# AIA<sup>®</sup> Document A133<sup>™</sup> – 2019 Exhibit B

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 21st day of July in the year Two Thousand Twenty  
(In words, indicate day, month and year.)

for the following **PROJECT:**  
(Name and location or address)

Chaska Cares Facility Improvements  
One City Hall Plaza  
Chaska, MN 55318

**THE OWNER:**  
(Name, legal status, and address)

City of Chaska  
One City Hall Plaza  
Chaska, MN 55318

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

RJM Construction, LLC  
830 Boone Avenue N.  
Golden Valley, MN 55427

### TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

#### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction.

#### ARTICLE B.2 OWNER'S INSURANCE

##### § B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction. Article 11 of A201<sup>™</sup>–2017 contains additional insurance provisions.

Init.

## § B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

## § B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

### Cause of Loss

### Sub-Limit

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

### Coverage

### Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

## § B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

Init.



#### § B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- ☒ **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☒ **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☒ **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

#### § B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

Init.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.  
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ B.2.5.2 Other Insurance**  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

**Coverage**

**Limits**

**ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**

**§ B.3.1 General**

**§ B.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

**§ B.3.1.2 Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

**§ B.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ B.3.2 Construction Manager's Required Insurance Coverage**

**§ B.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:  
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

**§ B.3.2.2 Commercial General Liability**

**§ B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ( \$ 1,000,000 ) each occurrence, Three Million Dollars ( \$ 3,000,000 ) general aggregate, and ( \$ ) aggregate for products-completed operations hazard, providing coverage for claims including

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- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

**§ B.3.2.2.2** The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ B.3.2.4** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ B.3.2.5** Workers' Compensation at statutory limits.

**§ B.3.2.6** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollars (\$ 1,000,000 ) policy limit.

**§ B.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ B.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

### § B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- [ X ] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.*

*Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- [ ] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.

- [ ] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [ ] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the

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construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**  
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

**Coverage**

Employer's Liability

**Limits**

Limits not less than one million (\$1,000,000 )  
each accident, one million (\$1,000,000 )  
disease/each employee, and one million (\$  
1,000,000 ) disease policy limit

- a. RJM limits of insurance as per limits in  
attached RJM Certificate of Insurance dated  
XX/XX/XXXX – Exhibit "X"

**§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

**Type**

**Penal Sum (\$0.00)**

Payment Bond on the guaranteed maximum price

Performance Bond on the guaranteed maximum price

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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# AIA® Document B133™ – 2019

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

**AGREEMENT** made as of the 14th day of August in the year 2020  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

City of Chaska, Minnesota  
One City Hall Plaza  
Chaska, MN 55318

and the Architect:  
(Name, legal status, address, and other information)

LEO A DALY  
730 Second Avenue South, Suite 1300,  
Minneapolis, MN 55402

for the following Project:  
(Name, location, and detailed description)

City of Chaska COVID-Related Improvements, Design and Construction Phase

The Construction Manager (if known):  
(Name, legal status, address, and other information)

RJM Construction  
830 Boone Ave. N.  
Golden Valley, MN 55427

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### ARTICLE 1 INITIAL INFORMATION

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

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Refer to Exhibit B, containing documentation of the findings of the COVID-assessment and layouts for improving the City Hall, Library Entry, Community Center vestibules, and Police Department.

§ 1.1.2 The Project's physical characteristics:

*The Project involves multiple buildings and departments within the City of Chaska. These include: City Hall Level 1 main lobby, Library entry vestibule, City Hall Level 2 administrative office entry and new break room, Police station sally port and Police station bull pen, Chaska Community Center vestibules at Main Entry and Rink Entry, and incorporation of Bipolar Ionization elements within ductwork at 17 locations across Chaska facilities.*

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

\$1,700,000 estimated construction budget, not including soft costs or Owner's costs

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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- Construction Document Set Submission: Sept 7, 2020  
.2 Construction commencement date: Sept 15, 2020

- .3 Substantial Completion date or dates:

Nov 13, 2020 – Mechanical  
Nov 14, 2020 - Community Center  
November 15, 2020 - City Hall

All dates are dependent upon a formal construction schedule to be provided by Construction Manager

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

- ☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

*No fast track design or multi-phase delivery needed.*

*(Paragraphs deleted)*

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

N/A

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

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:  
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

RJM Construction

*(Paragraphs deleted)*

Owner to contract A/V, Security and FF&E Consultants

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

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*(List name, address, and other contact information.)*

Leif Eikevik  
Senior Project Manager  
730 Second Avenue South, Suite 1300  
Minneapolis, MN 55402-2416

Michelle Watanabe  
Senior Architect  
730 Second Avenue South, Suite 1300  
Minneapolis, MN 55402-2416

Cindy McCleary  
Managing Principal  
730 Second Avenue South, Suite 1300  
Minneapolis, MN 55402-2416

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Leo A Daly

.2 Mechanical Engineer:

Leo A Daly

.3 Electrical Engineer:

Leo A Daly

§ 1.1.12.2 Consultants retained under Supplemental Services:

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

Refer to LEO A DALY proposal, dated May 20th (attached as Exhibit A)

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

*(Paragraph deleted)*

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## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

*(Paragraphs deleted)*

§ 2.6.1 Commercial General Liability with policy limits of one million dollars (\$1,000,000) for each occurrence and one million (\$ 1,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of five hundred thousand dollars (\$500,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than five hundred thousand (\$ 500,000) each accident, and five hundred thousand (\$ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of one millions dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Umbrella policies, if any, shall follow form of the underlying policies.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, and if requested by Owner or otherwise required herein, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3.1 The Owner agrees that the Architect is not responsible for damages arising from any circumstances beyond the Architect's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in timely manner; failure of performance by the Owner or the Owner's other designers, contractor, or any of their subcontractors; or discovery of any hazardous substances or differing and unforeseeable site conditions.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents. The Architect shall respond to applicable design requirements imposed by those authorities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's

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proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

*(Paragraphs deleted)*

### § 3.5 Construction Documents Phase Services

§ 3.5.1 The performance of the scope of work herein and contract is contingent upon the Owner's approval on August 17 of the COVID-Related Facility Assessment Memo, and concept design Layouts for Chaska Community Center, City Hall, Chaska Library and Chaska Police Department to be presented to Chaska City Council that same day, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.1.1 Substantial changes to the Assessment scope on or after August 17 would necessitate an Add Service.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall review and comment on the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms, as developed and prepared by the Owner and Construction Manager. the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) specifications that include the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on November 15<sup>th</sup>, 2020.

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§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 The Architect shall participate in weekly coordination calls during the Construction Phase with the Owner and Construction Manager.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspection to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 To no extent shall Architect's inspections under this Agreement relieve the Contractor, or any of Owner's other consultants or contractors, of their liability for any errors, omissions, or defects

§ 3.6.2.3 The Architect shall notify the Owner of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to the Owner inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, a decision made in good faith by the Architect shall not give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.4 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.5 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.6 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and

inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and take appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of a deviation from the requirements of the Contract Documents unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written acknowledgement of the specific deviation safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

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### § 3.6.6 Project Completion

#### § 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

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| Supplemental Services                                                          | Responsibility<br>(Architect, Owner, or not provided) |
|--------------------------------------------------------------------------------|-------------------------------------------------------|
| § 4.1.1.1 Assistance with Selection of Construction Manager                    | Not provided                                          |
| § 4.1.1.2 Programming                                                          | Not provided                                          |
| § 4.1.1.3 Multiple Preliminary Designs                                         | Completed                                             |
| § 4.1.1.4 Measured drawings                                                    | Not provided, reliant on existing building drawings   |
| § 4.1.1.5 Existing facilities surveys                                          | Owner                                                 |
| § 4.1.1.6 Site evaluation and planning                                         | Architect, included in basic services                 |
| § 4.1.1.7 Building Information Model management responsibilities               | Architect, included in basic services                 |
| § 4.1.1.8 Development of Building Information Models for post construction use | Not provided                                          |
| § 4.1.1.9 Civil engineering                                                    | Architect, included in basic services                 |
| § 4.1.1.10 Landscape design                                                    | Not provided                                          |
| § 4.1.1.11 Architectural interior design                                       | Architect, included in basic services                 |
| § 4.1.1.12 Value analysis / Value engineering                                  | Not provided                                          |
| § 4.1.1.13 Cost estimating                                                     | Owner                                                 |
| § 4.1.1.14 On-site project representation                                      | Provided in base as periodic onsite representation    |
| § 4.1.1.15 Conformed documents for construction                                | Owner                                                 |
| § 4.1.1.16 As-designed record drawings                                         | Not provided                                          |
| § 4.1.1.17 As-constructed record drawings                                      | Not provided, unless otherwise notified               |
| § 4.1.1.18 Post-occupancy evaluation                                           | Not provided                                          |
| § 4.1.1.19 Facility support services                                           | Not provided                                          |
| § 4.1.1.20 Tenant-related services                                             | Not provided                                          |
| § 4.1.1.21 Architect's coordination of the Owner's consultants                 | Under CM, assuming coordination with design drawings  |
| § 4.1.1.22 Telecommunications/data design                                      | Owner                                                 |
| § 4.1.1.23 Security evaluation and planning                                    | Owner                                                 |
| § 4.1.1.24 Commissioning                                                       | Not provided                                          |
| § 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3              | Not provided                                          |
| § 4.1.1.26 Historic preservation                                               | Not provided                                          |
| § 4.1.1.27 Furniture, furnishings, and equipment design                        | Owner                                                 |
| § 4.1.1.28 Other services provided by specialty Consultants                    |                                                       |
| § 4.1.1.29 Other Supplemental Services                                         |                                                       |
|                                                                                |                                                       |

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

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(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

(Paragraph deleted)

#### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, public presentations to community or City Council or others public groups beyond the August 17 Council approval meeting.
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- .16 Substantial design or scope changes after the August 17, 2020 council meeting.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt

written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents, are repetitive, or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Four ( 4 ) visits each to the site by the Architect, Mechanical Engineer, Electrical engineer during construction
- .3 One ( 1 ) trip for inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents. Assumes one (1) visit per each substantial completion date, with 3 dates currently expected. Total amounts to three (3) visits each for the Architect, Mechanical, and Electrical engineer.
- .4 one ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within four ( 4 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner



selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

*(Paragraph deleted)*

§ 5.5.1 The Owner shall furnish all needed existing building information and drawings associated with the project areas.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 NA

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

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

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

*(Paragraph deleted)*

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

### § 6.5

*(Paragraphs deleted)*

Due to the limitations of the current construction schedule and funding window ending on November 15, a value engineering phase or exercise would be prohibitive to the successful completion of the project.

§ 6.6 If the Owner chooses to proceed with revisions to cost of construction or scope after August 17, Architect shall, as an Additional Service, incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.



§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement, or as otherwise limited by this Agreement.

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

§ 8.1.5 Mutual Waiver and Release Against Individual Employees. Consultant and Owner agree to release, waive, discharge, and covenant not to sue individual employees of the other party from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or the result of any loss or injury stemming from the performance of the Agreement that may be sustained, regardless of whether such loss is caused by the negligence of the employee and

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regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law—except in cases of gross negligence or willful misconduct.

## § 8.2 Mediation

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

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

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

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

*(Check the appropriate box.)*

- ☒ [ X ] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [ ] Litigation in a court of competent jurisdiction
- ☐ [ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## § 8.3 Arbitration

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

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

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

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

**§ 8.3.4 Consolidation or Joinder**

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

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No additional set fee requested if terminated for convenience, just unpaid services and any reasonable amounts actually incurred due to early termination, if any.

**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

N/A

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate on November 15, 2021, one year after substantial completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

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

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

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project, as well as name the Owner and Project in the Architect's promotional and professional materials, to include submission of the Project to industry award programs. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

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

- .1 Lump Sum  
(Insert amount)

(Paragraphs deleted)\$175,612 lump sum, payable monthly on a percent complete basis, including expenses.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

|                              |             |           |     |    |
|------------------------------|-------------|-----------|-----|----|
| Construction Documents Phase | forty three | percent ( | 43  | %) |
| Construction Phase           | fifty seven | percent ( | 57  | %) |
| Total Basic Compensation     | one hundred | percent ( | 100 | %) |

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The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

*(Table deleted)*

*(Paragraphs deleted)*

#### **§ 11.8 Compensation for Reimbursable Expenses**

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twenty percent ( 20 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

#### **§ 11.10 Payments to the Architect**

not used

*(Paragraphs deleted)*

#### **§ 11.10.2 Progress Payments**

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

*(Insert rate of monthly or annual interest agreed upon.)*

8% annually

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

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

N/A

## ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2

*(Paragraphs deleted)*

- .3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ]

Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

- .4 Other documents:

*(List other documents, if any, forming part of the Agreement.)*

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

City of Chaska, Minnesota

LEO A DALY Company

OWNER *(Signature)*

ARCHITECT *(Signature)*

Cindy McCleary, Managing Principal

*(Printed name and title)*

*(Printed name, title, and license number, if required)*

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RIYADH  
SAN ANTONIO  
SAN MARCOS  
TAMPA  
WACO  
WASHINGTON DC  
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## EXHIBIT A

May 20, 2020

Nate Kabat, AICP  
Assistant City Administrator  
City of Chaska  
One City Hall Plaza  
Chaska, MN 55318  
[nkabat@chaskamn.com](mailto:nkabat@chaskamn.com)

**Subject: Proposal for Professional A/E Services  
Municipal Facility Assessment Services; Physical Improvements due to COVID**

Dear Nate.

LEO A DALY is pleased to present this proposal to provide Architectural and Engineering services for the Municipal Facility Assessment Services for the City of Chaska. Our work will be based upon the available base drawings, input from City Staff, a walkthrough of the facilities, and best practices for physical improvements to be responsive to meeting public and staff comfort and need in re-turning municipal facilities to use, during the COVID period and beyond. *Upon acceptance, this proposal letter will serve as a letter contract for signature by both parties.*

**BACKGROUND:** The United States has suffered from a public health emergency that resulted in a mandatory Gubernatorial Executive Order, called the Stay at Home order, which resulted in the temporary closing of many municipal facilities. As the stay at home order is lifted and the slow re-opening of facilities begins, the City is faced with the need to rapidly assess and prioritize physical space improvements to their facilities that will accommodate the return of work and / or physical improvements to public-facing facilities and amenities that will better facilitated meeting the intent of the CDC social distancing guidelines. The City has prioritized the following facilities that have been most severely impacted by this condition, as follows:

- Chaska Community Center (Priority #1)
- Chaska City Hall / Police building (Priority #1)
- Chaska History Center (Priority #1)
- Chaska Curling Center (Priority #2)
- Chaska Golf Course Clubhouse, excluding out buildings (Priority #2)
- City Municipal Services Building (MSB) (Priority #3)
- Chaska Fire Services Facilities (Priority #3)

LEO A DALY – Minneapolis  
730 Second Avenue South  
Suite 1100  
Minneapolis, MN 55402-2455  
T 612.338.8741  
F 612.338.4840



The City has been notified of the possibility of the reimbursement of COVID related expenses, because of Federal Coronavirus Relief Fund legislation. The provisions of the legislation will be understood by the consultant, as it relates to funding schedule for the required date of use of these funds should that inform the suggested implementation schedule, however, all activities related to the reimbursement will be provided by the City solely, and not the consultant.

**SCOPE OF WORK – Physical Site Tour & Prioritization of Needs:** The scope of work proposed by LEO A DALY will include the following:

- Conduct a paper review of the facility floor plans of tour to prioritize areas of potential consideration, need or physical review.
- Conduct the physical site tour with a representative of the city for each of the 7 sites identified above. The tours will be scheduled to complete a tour of all 7 facilities in the most efficient manner. Annotated notes, photographs and discussion of recommendations will be made over the course of the tour to facilitate the speed of assessment desired.
- Discuss with the city representative, during the tour, observed items as follows: (1) operational strategies such as: non-physical recommendations such as signage locations, hand washing stations or sanitizer stations, conceptual rearrangement of furniture; and (2) physical improvements such as: replacement of devices with hands free devices, entryway renovations, reception desk and lobby renovation, and renovations or modifications to group-use areas such as breakrooms, meeting rooms, restroom/shower rooms, fitness rooms, etc. Through each tour, a verbal prioritization of needs will be co-developed with the design team and the city representative.
- This phase will be completed with a memo summarizing the identified site, summarizing the prioritized needs per site and the projected budgetary costs for improvement.

**SCHEDULE / APPROACH ASSUMPTIONS:** We anticipate (1) week from approval for the collection of all floor plans, review of floor plans and scheduling of tours. It is assumed that all 7 facilities can be adequately toured over the course of 3 days, which need not be consecutive. The tour will include at minimum (1-2) Leo A Daly staff member and potentially (1) RJM Construction Cost Estimator / Contractor. Upon completion of tours, we anticipate 2 weeks for the scoping, final prioritization, and cost evaluations. A draft memo will be provided for final review and requested edits provided for inclusion. We anticipate between 4-5 weeks for the entire effort but will expedite work if immediate needs present.

**COST OF SERVICES:** Phase 1 will be billed hourly, up to a lump sum of \$29,800

**CONTINUATION OF SERVICES:** To speed in the implementation of any items, any professional services related to the further implementation of any recommendations from the evaluation can be performed with a scope amendment to this agreement and will be based upon the specific scope, schedule, cost and fees associated with the work, as prioritized by the city.

**REIMBURSABLE EXPENSES:** Expenses include reimbursement for the cost of auto travel, printing, presentation boards and reports, equipment use, couriers and costs to LEO A DALY directly related to the professional services delivered. For municipal facility reviews, costs are estimated not to exceed \$500.

**CONCLUSION:** Please feel free to direct any questions to Cindy McCleary, Managing Principal, LEO A DALY via email or mobile at (612) 242-4424. We appreciate this opportunity to serve your city and your project needs.

Sincerely,

LEO A DALY



Cindy McCleary, AIA LEED AP  
Managing Principal / Vice President  
camccleary@leoadaly.com

cc: File

**AUTHPRIZATION OF ACCEPTANCE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City: \_\_\_\_\_

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

Name: Cindy McCleary\_\_\_\_\_

Title: Managing Principal \_\_\_\_\_

Company: Leo A Daly \_\_\_\_\_

Date: May 29, 2020\_\_\_\_\_



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ARCHITECTURE

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SAN ANTONIO  
SAN MARCOS  
TAMPA  
TIANJIN  
WACO  
WASHINGTON, DC  
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## TERMS & CONDITIONS

### PAYMENTS

Payments are due and payable thirty (30) days from the date of the Design Architect's monthly invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate of 12 percent (12%) per annum. We reserve the right to suspend the performance if our services at any time if payments are overdue.

### EXTENSION OF THE CONTRACT:

Upon mutual acceptance of the scope, schedule and fee, additional professional services may be procured by the execution of additional appendices (Exhibits) and shall be attached to the base contract and fully incorporated within.

### LIMIT OF LIABILITY

Neither the Design Architect, the Design Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this Agreement, by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

LEO A DALY and LEO A DALY's consultants shall have no responsibility for the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold or other toxic substances.

LEO A DALY will provide services and obligations under this Agreement in conformity with the standards of care and skill of our profession. We will not be responsible for the performance of the construction contract(s), work or products, or any defects, deficiencies of effects resulting from any contractor, sub-contractor, manufacturer, supplier, and fabricator, consultant retained by you or any third party. This agreement will not be construed as giving us the responsibility for or the authority to control, direct or supervise construction, construction means, methods, techniques, sequences or procedures, or safety measures and programs.

### INSTRUMENTS OF SERVICE

Drawings, models, specifications and other documents, including those in electronic form, prepared by the Design Architect and the Design Architect's consultants are Instruments of Service for use solely with respect to this Project. The Design Architect and the Design Architect's consultants shall be deemed the authors of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

The Design Architect grants to the Client a nonexclusive license to reproduce the Architect's Instruments of Service for purposes of marketing, promotion, construction, use and maintenance of the Project. The Design Architect shall obtain similar nonexclusive licenses from the Design Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license.

The Client shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Client obtains the prior written agreement of the Design Architect and the Design Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Design Architect and the Design Architect's consultants.

### PUBLIC RELATIONS

The Design Architect shall have the right to include photographic and artistic representations of the Project among the Design Architect's promotional and professional materials. However, the Design Architect's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Design Architect in writing of the specific information considered by the Client to be confidential or proprietary.

730 SECOND AVENUE SOUTH  
SUITE 1100  
MINNEAPOLIS, MN 55402-2455  
TEL 612.338.8741  
FAX 612.338.4840  
www.leoadaly.com

# LEO A DALY

PLANNING  
ARCHITECTURE  
ENGINEERING  
INTERIORS

The Client shall provide professional credit for the Design Architect in the Client's promotional Materials for the Project as follows: LEO A DALY. Client shall notify of and collaborate with the Design Architect on all major Project-related promotional events and press requests. The Design Architect reserves the right to participate in and shall receive copies of all distributed materials. The Design Architect in turn shall notify the Client of and collaborate with the Client on all Project-related promotional events and press requests as identified by the Design Architect.



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SACRAMENTO  
SAN ANTONIO  
SAN MARCOS  
TAMPA  
TIANJIN  
WACO  
WASHINGTON, DC  
WEST PALM BEACH

OWNER:

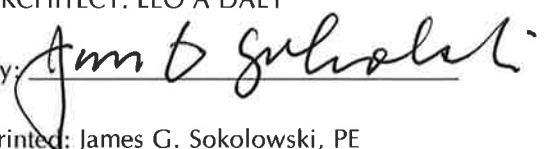
By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Cc: Leo A Daly Project File

ARCHITECT: LEO A DALY

By: 

Printed: James G. Sokolowski, PE

Title: Director of Operations

730 SECOND AVENUE SOUTH  
SUITE 1100  
MINNEAPOLIS, MN 55402-2455  
TEL 612.338.8741  
FAX 612.338.4840  
www.leoadaly.com





## EXHIBIT B

August 12, 2020

Nate Kabat  
City of Chaska  
One City Hall Plaza  
Chaska, MN 55318

Re: City of Chaska COVID Upgrades

Dear Mr. Kabat,

RJM Construction is pleased to present a preliminary estimate for the City of Chaska COVID Upgrades project. Together with the City of Chaska and Leo A Daly Architects, we can work as a team to deliver the project goals of cost, schedule and quality.

|                                                                      |                    |
|----------------------------------------------------------------------|--------------------|
| <b>Option 1 - Library Vestibule Renovation Estimate :</b>            | <b>\$210,000</b>   |
| <b>Option 2 - City Hall Lobby Renovation Estimate :</b>              | <b>\$110,000</b>   |
| <b>Option 3 - City Hall Level 2 Renovation Estimate :</b>            | <b>\$140,000</b>   |
| <b>Option 4a - Sally Port Renovation Estimate :</b>                  | <b>\$250,000</b>   |
| <b>Option 4b - Bullpen Renovation Estimate :</b>                     | <b>\$60,000</b>    |
| <b>Option 5a - CC Main Vestibule (With Radiant Panel) Estimate :</b> | <b>\$95,000</b>    |
| <b>Option 5b - Ice Rink Vestibule (No Radiant Panel) Estimate :</b>  | <b>\$60,000</b>    |
| <b>Option 6 - HVAC Ionization Upgrades (20 Locations) Estimate :</b> | <b>\$100,000</b>   |
| <hr/>                                                                |                    |
| <b>Total Construction Estimate:</b>                                  | <b>\$1,025,000</b> |

Thank you for the opportunity to provide this estimate. Our team is experienced and competent in your market; this applied knowledge will assist the team in obtaining the best possible project value. Please feel free to contact RJM if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Severson', is written over a light blue horizontal line.

Matt Severson  
Estimator

June 30, 2020

# Chaska Facility Assessments for COVID-Related Improvements

June 30, 2020



CITY OF  
**Chaska**  
MINNESOTA

LEO A DALY

Project # 023-10321-000



| Universal Action Items |  | Concern               | Prioritized | Action Item                                                                                        | Comment                                                                                                                                  | Physical | Operational | Unit | Status    | Cost | Deferred |
|------------------------|--|-----------------------|-------------|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|------|-----------|------|----------|
| 1                      |  | Security, Germ spread |             | Secured doors in all facilities to be converted to fob security system                             | <a href="#">Product recommendation: HID 1346LNSMN system, or similar</a>                                                                 | X        |             |      |           |      |          |
|                        |  |                       |             | Number of doors to be upgraded has been confirmed by facilities management below:                  | In addition to fob hardware, retrofit of existing doors will require power, new latchset with electric strike, central management system |          |             |      |           |      |          |
|                        |  |                       |             | 8 Exterior doors with power                                                                        |                                                                                                                                          |          | 8           |      |           |      |          |
|                        |  |                       |             | 20 exterior doors with NO power                                                                    |                                                                                                                                          |          | 20          |      |           |      |          |
|                        |  |                       |             | 15 interior doors with NO power                                                                    |                                                                                                                                          |          | 15          |      |           |      |          |
|                        |  |                       |             |                                                                                                    |                                                                                                                                          |          |             |      |           |      |          |
|                        |  |                       |             |                                                                                                    |                                                                                                                                          |          |             |      |           |      |          |
|                        |  | Germ spread           |             | Hand sanitizer stations at entries                                                                 | Either stand-alone or wall-mount next to entry.                                                                                          |          | X           |      | Completed |      |          |
|                        |  | Germ spread           |             | Hand sanitizer stations outside all restrooms                                                      | Cost effective solution for bathroom germ spread.                                                                                        |          | X           |      | Completed |      |          |
|                        |  | Germ spread           |             | Convert water fountains to bottle fillers                                                          |                                                                                                                                          | X        |             |      | Completed |      |          |
|                        |  | Germ spread           |             | Routine cleaning, at minimum daily.<br>Shared equipment to be disinfected by individual after use. |                                                                                                                                          |          |             |      |           |      |          |
|                        |  | Germ spread           |             | Consider antimicrobial covers for door hardware at high-touch areas                                | <a href="#">Product: Nanoseptic Latch Handle covers</a>                                                                                  | X        |             |      |           |      |          |
|                        |  |                       |             |                                                                                                    | <a href="#">Product: Nanoseptic Push Bar Covers</a>                                                                                      | X        |             |      |           |      |          |
|                        |  |                       |             |                                                                                                    | <a href="#">Product: Nanoseptic ADA Push Pad Covers</a>                                                                                  | X        |             |      |           |      |          |
|                        |  |                       |             |                                                                                                    |                                                                                                                                          |          |             |      |           |      |          |

|                         |                         |                 |             |                                                                                                                                                                        |                                                                                          | Modification Type |             |      |      |           |          |
|-------------------------|-------------------------|-----------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-------------------|-------------|------|------|-----------|----------|
| Item No.                | Location                | Concern         | Prioritized | Action Item                                                                                                                                                            | Comment                                                                                  | Physical          | Operational | Unit | Cost | Status    | Deferred |
| CHASKA COMMUNITY CENTER |                         |                 |             |                                                                                                                                                                        |                                                                                          |                   |             |      |      |           |          |
| General                 |                         |                 |             |                                                                                                                                                                        |                                                                                          |                   |             |      |      |           |          |
| 1                       | Security                | Germ spread     |             | Upgrade to fob security, where noted.                                                                                                                                  | Refer to universal comments.                                                             | X                 |             |      |      |           |          |
| 2                       | Entry vestibules:       | Touchless entry | 1           | Modify 4 main entry vestibules for automatic sliding door.                                                                                                             | Refer to sketch of main entry for reference.                                             |                   |             |      |      |           |          |
| 3                       |                         |                 |             | Main door: 13' double sliding door with breakaway function                                                                                                             | Product: Besam SL500 OHC Full Breakout BP Narrow.                                        | X                 |             | 2    |      |           |          |
| 3                       |                         |                 |             | Rink door: 13' double sliding door with breakaway function                                                                                                             |                                                                                          | X                 |             | 2    |      |           |          |
| 3                       |                         |                 |             | Theater door: 13' double sliding door with breakaway                                                                                                                   |                                                                                          | X                 |             | 2    |      |           |          |
| 3                       |                         |                 |             | Lodge door: 10' double sliding door with breakaway function                                                                                                            |                                                                                          | X                 |             | 2    |      |           |          |
| HVAC                    |                         |                 |             |                                                                                                                                                                        |                                                                                          |                   |             |      |      |           |          |
| 5                       |                         |                 |             | Recommended modifications to HVAC system for increased outside air or increased recirculation deemed not feasible for mechanical systems equipment currently in place. | Facility system not capable of increasing outside airflow, or circulation rate.          |                   |             | n/a  |      |           |          |
| 6                       |                         |                 |             |                                                                                                                                                                        | No building automation available.                                                        |                   |             | n/a  |      |           |          |
| 7                       |                         |                 |             |                                                                                                                                                                        | Higher filter swap not deemed feasible by staff                                          |                   |             | n/a  |      |           |          |
| Central Area            |                         |                 |             |                                                                                                                                                                        |                                                                                          |                   |             |      |      |           |          |
|                         | Entry vestibule:        | Germ spread     |             | Refer to General for door replacements.                                                                                                                                |                                                                                          |                   |             |      |      |           |          |
| 8                       |                         |                 | 2           | Install radiant panel in vestibule                                                                                                                                     | Product: Sterling Linear Radiant Panel (Model L)                                         | X                 |             |      |      |           |          |
|                         | Front Desk:             | Germ spread     |             | Workstation equipment:                                                                                                                                                 |                                                                                          |                   |             |      |      |           |          |
| 9                       |                         |                 |             | Disinfectant wipes at all phones / keyboards / stations                                                                                                                |                                                                                          |                   | X           |      |      |           |          |
| 10                      |                         |                 | 3           | Antimicrobial keyboard covers                                                                                                                                          | Product: Viziflex or similar                                                             | X                 |             |      |      |           |          |
| 11                      |                         |                 | 3           | Provide individual plug-in headsets to desk staff                                                                                                                      | Where multiple staff rotating through same phone                                         | X                 |             |      |      |           |          |
|                         |                         | Cuing strategy  |             | Reorganize check-in process:                                                                                                                                           |                                                                                          |                   |             |      |      |           |          |
| 12                      |                         |                 |             | 1. Member card swipe at first station.                                                                                                                                 |                                                                                          |                   | X           |      |      |           |          |
| 13                      |                         |                 |             | 2. New member registration at far end of desk, cue line defined by rope.                                                                                               |                                                                                          |                   | X           |      |      |           |          |
| 14                      |                         |                 |             | 3. Overflow from cuing relocated across entry, adjacent to half-wall                                                                                                   |                                                                                          |                   | X           |      |      |           |          |
| 15                      |                         |                 |             | 4. Floor decals for distancing.                                                                                                                                        |                                                                                          |                   |             |      |      |           |          |
| 16                      |                         | Germ spread     |             | Acrylic sneeze guards                                                                                                                                                  | Purchased                                                                                | X                 |             |      |      | Completed |          |
| 17                      |                         |                 | 2           | Framed glass partition at countertop (4' long, counter to ceiling)                                                                                                     | 5' wide x 5'4" high, mounted at counter and anchored to bulkhead                         | X                 |             |      |      |           |          |
| 18                      | The Nursery / Play Area | Germ spread     |             | Foot pulls at interior door nearest lobby                                                                                                                              | Lock currently tied to remote unlock system.                                             | X                 |             | 1    |      |           |          |
| 19                      |                         |                 |             | Door to Nursey to remain open during business hours.                                                                                                                   |                                                                                          |                   | X           |      |      |           |          |
| 20                      |                         | Germ spread     |             | Play Area confirmed off limits to children throughout 2020.                                                                                                            |                                                                                          |                   | X           |      |      |           |          |
| 21                      |                         |                 |             | Workstation:                                                                                                                                                           |                                                                                          |                   |             |      |      |           |          |
| 22                      |                         |                 |             | Designate 1 person to staff check-in workstation per shift.                                                                                                            |                                                                                          |                   | X           |      |      |           |          |
| 23                      |                         |                 |             | Similar disinfectant policy to front desk.                                                                                                                             |                                                                                          |                   | X           |      |      |           |          |
| 24                      |                         | Germ spread     | 3           | Furniture - Replace arm chairs w/ cleanable alternative.                                                                                                               | Vinyl, or similar cleanable. Stackable. Product to be determined. Apply \$150 allowance. | X                 |             | 2    |      |           |          |
| 25                      |                         | Air quality     | 3           | Opt 1: Air Purifier (In-Room Solution)                                                                                                                                 | Product: iAdaptAir HEPA Air Purifier                                                     | X                 |             | 1    |      |           |          |
| 26                      |                         |                 | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solution)                                                                                                  | Product: GPS - FC-3-BAS                                                                  | X                 |             | 1    |      |           |          |
| 27                      | Work Area               | Germ spread     |             | Convert to fob. See universal recommendations.                                                                                                                         |                                                                                          | X                 |             |      |      |           |          |



| Item No. | Location             | Concern         | Prioritized | Action Item                                                                                                  | Comment                                                       | Modification Type |             | Unit | Cost | Status | Deferred |
|----------|----------------------|-----------------|-------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-------------------|-------------|------|------|--------|----------|
|          |                      |                 |             |                                                                                                              |                                                               | Physical          | Operational |      |      |        |          |
| 28       | Locker Rooms (M & W) | Germ spread     | 2           | Replace swing doors (2 singles) from weights area                                                            |                                                               | X                 |             |      |      |        |          |
|          |                      |                 |             | 1. Kickplate<br>2. Push/pull hardware<br>3. Frosted lite for passage visibility<br>4. Hand sanitizer outside |                                                               |                   |             |      |      |        |          |
| 29       |                      |                 | 2           | Replace swing doors (2 singles) to pool hallway                                                              | Add towel station for pull side.                              | X                 |             |      |      |        |          |
| 30       |                      |                 |             | 1. Kickplate<br>2. Push/pull hardware<br>3. Frosted lite for passage visibility<br>4. Hand sanitizer outside |                                                               |                   |             |      |      |        |          |
| 31       |                      |                 | 3           | Splash guards between sink stations.                                                                         | <a href="#">Product: CeilBlue Sink Splash Guard CBL319085</a> | X                 |             | 3    |      |        |          |
| 32       |                      | Germ spread     |             | Toilets                                                                                                      |                                                               |                   |             |      |      |        |          |
| 33       |                      |                 |             | Opt 1: No action                                                                                             | No fixture replacement                                        |                   | X           |      |      |        |          |
|          |                      |                 | 3           | Opt 2: Replace fixtures with touchless                                                                       | 2 locker rooms                                                | X                 |             |      |      |        |          |
| 34       |                      |                 |             | Sink faucets                                                                                                 | Touchless automatic                                           | X                 |             | 4    |      |        |          |
| 35       |                      |                 |             | Urinal flushometer                                                                                           | Touchless automatic                                           | X                 |             | 1    |      |        |          |
| 36       |                      |                 |             | Toilet flushometers                                                                                          | Touchless automatic                                           | X                 |             | 3    |      |        |          |
|          |                      |                 |             |                                                                                                              |                                                               |                   |             |      |      |        |          |
| 37       |                      |                 |             | Remove wall-mounted hair dryers                                                                              | Patch and repair wall                                         | X                 |             |      |      |        |          |
| 38       |                      |                 |             | Decommission suit drying station                                                                             | Or consider anti-microbial cover on top plate                 | X                 |             |      |      |        |          |
| 39       |                      |                 |             | Lockers - limit use to every 4th locker                                                                      | Signage or decals                                             | X                 | X           |      |      |        |          |
| 40       |                      |                 | 2           | Men's shower - Install partitions, similar to women's locker                                                 | Create 4 to 5 stalls                                          | X                 |             |      |      |        |          |
| 41       |                      | Air quality     | 1           | Needlepoint Bipolar Ionization System (VAV / fancoil solution)                                               | <a href="#">Product: GPS - FC-3-BAS</a>                       | X                 |             | 1    |      |        |          |
|          |                      |                 |             |                                                                                                              |                                                               |                   |             |      |      |        |          |
| 42       | Pool                 | Germ spread     |             | Floor decals on stair treads at slide for distancing                                                         |                                                               | X                 |             |      |      |        |          |
| 43       |                      |                 |             | Guard at top in PPE                                                                                          |                                                               |                   | X           |      |      |        |          |
|          |                      |                 |             |                                                                                                              |                                                               |                   |             |      |      |        |          |
| 45       | Saunas               | Germ spread     |             | Signage - closed to public.                                                                                  |                                                               |                   | X           |      |      |        |          |
|          |                      |                 |             |                                                                                                              |                                                               |                   |             |      |      |        |          |
| 46       | Weights Area         | Density control |             | Signage - 25% capacity limit                                                                                 |                                                               |                   | X           |      |      |        |          |
| 47       |                      | Density control |             | Signage to sign in at front desk                                                                             |                                                               |                   | X           |      |      |        |          |
| 48       |                      | Germ spread     |             | Signage for mask usage                                                                                       |                                                               |                   | X           |      |      |        |          |
| 49       |                      | Germ spread     |             | Stations for equipment wipe downs                                                                            |                                                               |                   | X           |      |      |        |          |
| 50       |                      |                 |             | Hand sanitizer station at entry                                                                              |                                                               |                   | X           |      |      |        |          |
| 51       |                      | Air quality     | 3           | Opt 1: Air Purifier (In-Room Solution)                                                                       | <a href="#">Product: iAdaptAir HEPA Air Purifier</a>          | X                 |             | 1    |      |        |          |
| 52       |                      |                 | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solution)                                        | <a href="#">Product: GPS - FC-3-BAS</a>                       | X                 |             | 1    |      |        |          |
|          |                      |                 |             |                                                                                                              |                                                               |                   |             |      |      |        |          |
| 53       | Fitness Studio       | Density control |             | Signage - 25% capacity limit                                                                                 |                                                               |                   | X           |      |      |        |          |
| 54       |                      | Air quality     | 3           | Opt 1: Air Purifier (In-Room Solution)                                                                       | <a href="#">Product: iAdaptAir HEPA Air Purifier</a>          | X                 |             | 1    |      |        |          |
| 55       |                      |                 | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solution)                                        | <a href="#">Product: GPS - FC-3-BAS</a>                       | X                 |             | 1    |      |        |          |
| 57       |                      | Germ spread     | 2           | Door modification                                                                                            |                                                               | X                 |             |      |      |        |          |
| 58       |                      |                 |             | 1. Push panel exterior                                                                                       | Stainless steel vertical plate. (not an actuator)             |                   |             |      |      |        |          |
| 59       |                      |                 |             | 2. Pull interior                                                                                             |                                                               |                   |             |      |      |        |          |
| 60       |                      |                 |             | 3. Lockable                                                                                                  |                                                               |                   |             |      |      |        |          |
| 61       |                      |                 |             | 4. Manual hold open                                                                                          | Instructor opens door after class completed                   |                   |             |      |      |        |          |
|          |                      |                 |             |                                                                                                              |                                                               |                   |             |      |      |        |          |
| 62       | Elevators            | Density control |             | Floor decals for social distancing- 2 occupants, opposite corners                                            |                                                               | X                 |             |      |      |        |          |
| 63       |                      |                 |             | Occupancy signage posted in elevator waiting area                                                            |                                                               |                   | X           | 1    |      |        |          |
| 63       |                      | Germ spread     | 2           | Antimicrobial button covers                                                                                  | <a href="#">Product: Nanoseptic, or similar</a>               | X                 |             |      |      |        |          |
|          |                      |                 |             |                                                                                                              |                                                               |                   |             |      |      |        |          |
| 64       | Banquet Room         | Density control |             | Table and chairs spaced for 6' distancing                                                                    |                                                               |                   | X           |      |      |        |          |

| Item No.         | Location               | Concern         | Prioritized | Action Item                                                                                                                                                      | Comment                                                                                              | Modification Type |             | Unit | Cost | Status    | Deferred |
|------------------|------------------------|-----------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------------------|-------------|------|------|-----------|----------|
|                  |                        |                 |             |                                                                                                                                                                  |                                                                                                      | Physical          | Operational |      |      |           |          |
| 65               |                        |                 |             | Signage - capacity limit                                                                                                                                         | 35sf / person                                                                                        |                   | X           |      |      |           |          |
| 66               |                        | Germ spread     | 2           | Furniture - Replace cloth chairs w/ cleanable alternative.                                                                                                       | Vinyl, or similar cleanable. Stackable.<br>Product to be determined. Apply \$35 allowance per chair. | X                 |             | 200  |      |           |          |
| 67               |                        | Air quality     | 3           | Opt 1: Air Purifier (In-Room Solution)                                                                                                                           | Product: iAdaptAir HEPA Air Purifier                                                                 | X                 |             |      |      |           |          |
| 68               |                        |                 | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solution)                                                                                            | Product: GPS - FC-3-BAS                                                                              | X                 |             |      |      |           |          |
| 69               | White Oak Room         | Germ spread     | 2           | Replace kitchen faucet w/ touchless & manual override                                                                                                            | Product: Pfister LG529-ESAS Hands Free, or similar                                                   |                   |             |      |      |           |          |
| 70               | Red Maple Room         | Germ spread     | 2           | Replace kitchen faucet w/ touchless & manual override                                                                                                            | Product: Pfister LG529-ESAS Hands Free, or similar                                                   |                   |             |      |      |           |          |
| Ball Courts Area |                        |                 |             |                                                                                                                                                                  |                                                                                                      |                   |             |      |      |           |          |
| 71               | Entry vestibule:       | Germ spread     |             | Refer to General for door replacements.                                                                                                                          |                                                                                                      |                   |             |      |      |           |          |
| 72               | Basketball Court Lower | Germ spread     | 3           | Entry doors - Reverse swing of right side to allow shoulder push option for both in and out traffic.<br>1. Push / Pull hardware<br>2. Match full panel wood door | May require new door frame.<br>Reuse of panel.                                                       | X                 |             | 1    |      |           |          |
| 73               |                        |                 |             | See universal recommendations for equipment cleaning, above.                                                                                                     |                                                                                                      |                   | X           |      |      |           |          |
| 74               |                        | Air quality     |             | Confirm performance of existing RTUs for outside air intake.                                                                                                     | RTU supplies both courts                                                                             | X                 |             |      |      |           |          |
| 74               |                        |                 | 1           | Needlepoint Bipolar Ionization System (AHU solution)                                                                                                             | Product: GPS - iMod                                                                                  | X                 |             |      |      |           |          |
| 76               | Fitness Center         |                 |             | Move all cardio equipment to court                                                                                                                               |                                                                                                      |                   | X           |      |      | Completed |          |
| 77               |                        | Density control |             | Spread out remaining weightlifting equipment.                                                                                                                    |                                                                                                      |                   | X           |      |      |           |          |
| 78               |                        | Density control |             | Signage - 25% capacity limit                                                                                                                                     |                                                                                                      |                   | X           |      |      |           |          |
| 79               |                        | Density control |             | Signage - Users sign in at front desk                                                                                                                            |                                                                                                      |                   | X           |      |      |           |          |
| 80               |                        | Germ spread     |             | Signage for mask usage                                                                                                                                           |                                                                                                      |                   | X           |      |      |           |          |
| 81               |                        |                 |             | Disinfected wipe stations for equipment wipe downs                                                                                                               |                                                                                                      |                   | X           |      |      |           |          |
| 82               |                        |                 |             | Hand sanitizer station at entry                                                                                                                                  |                                                                                                      |                   | X           |      |      |           |          |
| 83               |                        |                 | 2           | Foot pull at door between court and fitness center                                                                                                               |                                                                                                      | X                 |             | 1    |      |           |          |
| 84               |                        | Room function   | 2           | Add 20' long mirror on wall for new equipment layout.                                                                                                            | 20'w x 5'h, frameless                                                                                | X                 |             | 1    |      |           |          |
| 85               |                        | Air quality     | 3           | Opt 1: Air Purifier (In-Room Solution)                                                                                                                           | Product: iAdaptAir HEPA Air Purifier                                                                 | X                 |             | 1    |      |           |          |
| 86               |                        |                 | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solution)                                                                                            | Product: GPS - FC-3-BAS                                                                              | X                 |             | 1    |      |           |          |
| 87               | Wellness Studio        | Germ spread     | 2           | Entry door hardware change<br>1. Push/pull<br>2. No locking function                                                                                             |                                                                                                      | X                 |             | 1    |      |           |          |
| 88               |                        |                 |             | Instructor to open mat storage doors before class.                                                                                                               |                                                                                                      |                   | X           |      |      |           |          |
| 89               |                        | Air quality     | 3           | Opt 1: Air Purifier (In-Room Solution)                                                                                                                           | Product: iAdaptAir HEPA Air Purifier                                                                 | X                 |             | 1    |      |           |          |
| 90               |                        |                 | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solution)                                                                                            | Product: GPS - FC-3-BAS                                                                              | X                 |             | 1    |      |           |          |
| 91               | Water fountains        | Germ spread     | 3           | Convert 1 drinking fountain to bottle filler (Upper Court)                                                                                                       | Needs electrical run and hookup                                                                      | X                 |             | 1    |      |           |          |
| 92               |                        |                 |             |                                                                                                                                                                  |                                                                                                      |                   |             |      |      |           |          |
| Rink Area        |                        |                 |             |                                                                                                                                                                  |                                                                                                      |                   |             |      |      |           |          |
| 93               | Entry vestibule:       | Germ spread     | 1           | Refer to General for door replacements.                                                                                                                          |                                                                                                      |                   |             |      |      |           |          |
| 94               | Lobby                  | Life safety     |             | Confirm functionality of drop down fire shutter                                                                                                                  |                                                                                                      |                   | X           |      |      |           |          |
| 95               | Restrooms (M & W)      | Germ spread     |             | Opt 1: Purell stations outside bathrooms                                                                                                                         | No fixture replacement                                                                               |                   | X           |      |      |           |          |
|                  |                        |                 | 3           | Opt 2: Replace fixtures with touchless                                                                                                                           | 5 restrooms                                                                                          | X                 |             |      |      |           |          |
| 96               |                        |                 |             | Sink faucets                                                                                                                                                     | Touchless automatic                                                                                  | X                 |             | 9    |      |           |          |



| Item No.            | Location          | Concern     | Prioritized | Action Item                                                            | Comment                                                                                        | Modification Type |             | Unit | Cost | Status | Deferred |
|---------------------|-------------------|-------------|-------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------|-------------|------|------|--------|----------|
|                     |                   |             |             |                                                                        |                                                                                                | Physical          | Operational |      |      |        |          |
| 97                  |                   |             |             | Urinal flushometer                                                     | Touchless automatic                                                                            | X                 |             | 4    |      |        |          |
| 98                  |                   |             |             | Toilet flushometers                                                    | Touchless automatic                                                                            | X                 |             | 9    |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| 99                  | Secured areas /   | Germ spread |             | Upgrade to fob access.                                                 | Refer to universal comments.                                                                   |                   |             | 3    |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| 100                 | Locker rooms      | Air quality | 3           | Opt 1: Air Purifier (In-Room Solution)                                 | <a href="#">Product: iAdaptAir HEPA Air Purifier</a>                                           | X                 |             | 6    |      |        |          |
| 101                 |                   |             | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solution)  | <a href="#">Product: GPS - FC-3-BAS</a>                                                        | X                 |             | 2    |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| 102                 |                   | Germ spread | 3           | Light switches - add occupancy sensors                                 |                                                                                                | X                 |             | 6    |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| 103                 | Water fountain    | Germ spread | 3           | Convert 1 drinking fountain to bottle filler (Practice Rink)           | Needs electrical run and hookup                                                                | X                 |             | 1    |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| Arts & Theater Area |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| 104                 | Entry vestibule:  | Germ spread | 1           | Refer to General for door replacements.                                |                                                                                                |                   |             |      |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| 105                 | Theater           | Air quality | 2           | Needlepoint Bipolar Ionization System (Whole AHU / RTU solution)       | <a href="#">Product: GPS-FC48-AC, or similar</a>                                               | X                 |             | 1    |      |        |          |
| 106                 |                   | Germ spread | 1           | Furniture - Reupholster w/ cleanable alternative.                      | Vinyl, or similar cleanable. Fixed theater seating. Product to be determined. Apply allowance. | X                 |             | 220  |      |        |          |
| 107                 |                   |             |             | Entry doors to be propped opened by staff before and after production. |                                                                                                |                   |             |      |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| 108                 | Restrooms (M & W) | Germ spread |             | Opt 1: Purell stations outside bathrooms                               | No fixture replacement                                                                         |                   | X           |      |      |        |          |
|                     |                   |             | 3           | Opt 2: Replace fixtures with touchless                                 | 2 restrooms                                                                                    | X                 |             |      |      |        |          |
| 109                 |                   |             |             | Sink faucets                                                           | Touchless automatic                                                                            | X                 |             | 4    |      |        |          |
| 110                 |                   |             |             | Urinal flushometer                                                     | Touchless automatic                                                                            | X                 |             | 2    |      |        |          |
| 111                 |                   |             |             | Toilet flushometers                                                    | Touchless automatic                                                                            | X                 |             | 4    |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| 112                 | Water fountain    | Germ spread | 3           | Convert 1 drinking fountain to bottle filler                           |                                                                                                | X                 |             | 1    |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| 113                 | Alphabet Junction |             |             | Leased space. No updates unless noted otherwise.                       |                                                                                                |                   |             |      |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| The Lodge           |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| 114                 | Entry vestibule:  | Germ spread | 1           | Refer to General for door replacements.                                |                                                                                                |                   |             |      |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| 115                 | HVAC              | Air quality |             | Increase outside air intake at dedicated RTU                           |                                                                                                |                   | X           |      |      |        |          |
| 116                 |                   |             | 1           | Needlepoint Bipolar Ionization System (Whole AHU / RTU solution)       | <a href="#">Product: GPS-FC48-AC, or similar</a>                                               | X                 |             | 1    |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
|                     | Lounge Area       | Germ spread |             | Furniture:                                                             |                                                                                                |                   |             |      |      |        |          |
| 117                 |                   |             |             | Space 6 feet apart. Remove all other chairs from tables or bar.        |                                                                                                |                   | X           |      |      |        |          |
| 118                 |                   |             | 3           | Reupholster dining chair seats w/ cleanable alternative.               | Vinyl, or similar. Product to be determined. Apply allowance.                                  | X                 |             | 30   |      |        |          |
| 119                 |                   |             | 3           | Replace cloth arm chairs w/ cleanable alternative.                     | Vinyl, or similar. Product to be determined. Apply allowance.                                  | X                 |             | 10   |      |        |          |
| 120                 |                   |             | 3           | Replace cloth couches w/ cleanable alternative.                        | Vinyl, or similar. Product to be determined. Apply allowance.                                  | X                 |             | 3    |      |        |          |
| 121                 |                   |             |             | Dedicated disinfectant wipes at every table.                           |                                                                                                |                   | X           |      |      |        |          |
| 122                 |                   |             |             | Floor decals for distancing.                                           |                                                                                                |                   | X           |      |      |        |          |
|                     |                   |             |             |                                                                        |                                                                                                |                   |             |      |      |        |          |
| 123                 | Restrooms (M & W) | Germ spread |             |                                                                        | No fixture replacement                                                                         |                   | X           |      |      |        |          |
|                     |                   |             | 3           | Opt 2: Replace fixtures with touchless                                 | 3 restrooms                                                                                    | X                 |             |      |      |        |          |
| 124                 |                   |             |             | Sink faucets                                                           | Touchless automatic                                                                            | X                 |             | 5    |      |        |          |

| Item No. | Location        | Concern     | Prioritized | Action Item                                                       | Comment                                                            | Modification Type |             | Unit | Cost | Status | Deferred |
|----------|-----------------|-------------|-------------|-------------------------------------------------------------------|--------------------------------------------------------------------|-------------------|-------------|------|------|--------|----------|
|          |                 |             |             |                                                                   |                                                                    | Physical          | Operational |      |      |        |          |
| 125      |                 |             |             | Urinal flushometer                                                | Touchless automatic                                                | X                 |             | 2    |      |        |          |
| 126      |                 |             |             | Toilet flushometers                                               | Touchless automatic                                                | X                 |             | 5    |      |        |          |
|          |                 |             |             |                                                                   |                                                                    |                   |             |      |      |        |          |
| 127      | Pool Table Area | Germ spread |             | Signage - Use of hand sanitizer, cleaning of equipment after use. |                                                                    |                   | X           |      |      |        |          |
| 128      |                 |             |             | Hand sanitizer mounted near pool cues.                            |                                                                    |                   | X           |      |      |        |          |
| 129      |                 |             |             | Disinfectant wipes mounted on wall.                               |                                                                    |                   | X           |      |      |        |          |
|          |                 |             |             |                                                                   |                                                                    |                   |             |      |      |        |          |
| 130      | Kitchen Area    | Germ spread | 3           | Replace kitchen faucet w/ touchless sensor & manual override      | <a href="#">Product: Pfister LG529-ESAS Hands Free, or similar</a> | X                 |             | 1    |      |        |          |
| 131      |                 |             |             | Communal refrigerator & coffee maker to be staffed.               | Apply signage to both.                                             |                   | X           |      |      |        |          |
| 132      |                 |             |             | Hand sanitizer mounted near fridge.                               |                                                                    |                   | X           |      |      |        |          |



| Item No.    | Location          | Concern         | Prioritized | Action Item                                                             | Comment                                                                   | Modification Type |             | Unit | Cost | Status    | Deferred |
|-------------|-------------------|-----------------|-------------|-------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------|-------------|------|------|-----------|----------|
|             |                   |                 |             |                                                                         |                                                                           | Physical          | Operational |      |      |           |          |
| TOWN COURSE |                   |                 |             |                                                                         |                                                                           |                   |             |      |      |           |          |
| 1           | Security          |                 | 1           | Upgrade to fob security, where noted.                                   | Refer to universal comments.                                              | X                 |             |      |      |           |          |
|             |                   |                 |             |                                                                         |                                                                           |                   |             |      |      |           |          |
| 2           | Main entry        | Germ spread     |             | Purell station at front door                                            | Unable to determine viable hardware modifications for touchless solution. |                   |             |      |      |           |          |
|             |                   |                 |             |                                                                         |                                                                           |                   |             |      |      |           |          |
| 3           | Restrooms (M & W) | Germ spread     |             | Opt 1: Hand sanitizer dispensers outside bathrooms                      | No fixture replacement                                                    |                   | X           |      |      |           |          |
|             |                   |                 | 3           | Opt 2: Replace fixtures with touchless                                  | 2 restrooms                                                               | X                 |             |      |      |           |          |
| 5           |                   |                 |             | Sink faucets                                                            |                                                                           | X                 |             | 4    |      |           |          |
| 6           |                   |                 |             | Urinal flushometer                                                      |                                                                           | X                 |             | 1    |      |           |          |
| 7           |                   |                 |             | Toilets                                                                 | Replace tank fixtures w/ commercial touchless                             | X                 |             | 5    |      |           |          |
| 8           |                   |                 | 3           | Foot pull each door                                                     |                                                                           | X                 |             | 2    |      |           |          |
|             |                   |                 |             |                                                                         |                                                                           |                   |             |      |      |           |          |
| 9           | Restaurant Area   | Density control |             | Inside seating - limit to 4 tables setup                                |                                                                           |                   | X           |      |      |           |          |
| 10          |                   | Air quality     | 3           | Opt 1: Air Purifier (In-Room Solution)                                  | <a href="#">Product: iAdaptAir HEPA Air Purifier, or similar</a>          | X                 |             | 1    |      |           |          |
| 11          |                   |                 | 1           | Opt 2: Needlepoint Bipolar Ionization System (Whole AHU / RTU solution) | <a href="#">Product: GPS-FC48-AC, or similar</a>                          | X                 |             | 1    |      |           |          |
|             |                   |                 |             |                                                                         |                                                                           |                   |             |      |      |           |          |
| 12          | Bar               |                 |             | No change                                                               | Plexi shields purchased.                                                  |                   | X           |      |      | Completed |          |
|             |                   |                 |             |                                                                         |                                                                           |                   |             |      |      |           |          |
| 13          | ProShop           |                 |             | No change                                                               | Displays enforce distancing. Plexi shields purchased.                     |                   | X           |      |      | Completed |          |
|             |                   |                 |             |                                                                         |                                                                           |                   |             |      |      |           |          |

|          |                   |                 |             |                                                                     |                                                              | Modification Type |             |      |      |        |          |
|----------|-------------------|-----------------|-------------|---------------------------------------------------------------------|--------------------------------------------------------------|-------------------|-------------|------|------|--------|----------|
| Item No. | Location          | Concern         | Prioritized | Action Item                                                         | Comment                                                      | Physical          | Operational | Unit | Cost | Status | Deferred |
| MSB      |                   |                 |             |                                                                     |                                                              |                   |             |      |      |        |          |
| 1        | Security          |                 |             | Upgrade to fob security, where noted.                               | Refer to universal comments.                                 | X                 |             | 8    |      |        |          |
|          |                   |                 |             |                                                                     |                                                              |                   |             |      |      |        |          |
| 3        | Main entry        | Germ spread     | 1           | New customer service window at interior storefront glass wall       | Refer to sketch for reference.                               | X                 |             |      |      |        |          |
| 4        |                   |                 |             | Demo side panel, replace with ADA height counter, sliding window    | For operational, security and germ spread issues.            |                   |             |      |      |        |          |
| 5        |                   |                 |             | Replace with ADA height counter, sliding window                     |                                                              |                   |             |      |      |        |          |
| 6        |                   |                 |             | Locate adjacent to lockable door leaf.                              |                                                              |                   |             |      |      |        |          |
|          |                   |                 |             |                                                                     |                                                              |                   |             |      |      |        |          |
| 7        | Lobby             | Function        | 3           | Remove half height doors                                            |                                                              |                   |             |      |      |        |          |
|          |                   |                 |             |                                                                     |                                                              |                   |             |      |      |        |          |
| 8        | Restrooms (M & W) | Germ spread     |             | Opt 1: Purell stations outside bathrooms                            | No fixture replacement                                       |                   | X           |      |      |        |          |
|          |                   |                 | 3           | Opt 2: Replace fixtures with touchless                              | 4 restrooms: main level, lower level, sewer bay              | X                 |             |      |      |        |          |
| 9        |                   |                 |             | Sink faucets                                                        |                                                              | X                 |             | 4    |      |        |          |
| 10       |                   |                 |             | Urinal flushometer                                                  |                                                              | X                 |             | 3    |      |        |          |
| 11       |                   |                 |             | Toilets flushometer                                                 |                                                              | X                 |             | 4    |      |        |          |
| 12       |                   |                 | 3           | Foot pull each door                                                 |                                                              | X                 |             | 4    |      |        |          |
| 13       |                   | Germ spread     | 3           | Light switches - add occupancy sensors                              |                                                              | X                 |             | 5    |      |        |          |
|          |                   |                 |             |                                                                     |                                                              |                   |             |      |      |        |          |
| 14       | Lunchroom         | Density control |             | Signage - capacity limit.                                           | 6' distancing = ~35 sf per person                            |                   | X           |      |      |        |          |
| 15       |                   |                 |             | Removal of chairs over occupancy count.                             | 35sf / person                                                |                   | X           |      |      |        |          |
| 16       |                   |                 |             | Touchless faucet in kitchenette                                     | Confirm function. Not appropriate for dish washing.          |                   | X           | 1    |      |        |          |
| 17       |                   | HVAC control    | 3           | Opt 1: Air Purifier (In-Room Solution)                              | <a href="#">Product: iAdaptAir HEPA Air Purifier</a>         | X                 |             | 1    |      |        |          |
| 18       |                   |                 | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solutio | <a href="#">Product: GPS - FC-3-BAS</a>                      | X                 |             | 1    |      |        |          |
|          |                   |                 |             |                                                                     |                                                              |                   |             |      |      |        |          |
| 19       | Mech Bay          | Germ spread     | 3           | Sink faucets - replace w/ touchless                                 |                                                              | X                 |             | 3    |      |        |          |
|          |                   |                 |             |                                                                     |                                                              |                   |             |      |      |        |          |
| 20       | Elec Bay          | Germ spread     | 3           | Drinking fountain - replace w/ bottle filler                        |                                                              | X                 |             | 1    |      |        |          |
| 21       |                   | Germ spread     | 1           | Ice machine - replace with touchless dispenser model                | <a href="#">Product: Scotsman C0330MA-1 Prodigy Plus 30"</a> | X                 |             | 1    |      |        |          |
|          |                   |                 |             | Touchless                                                           |                                                              |                   |             |      |      |        |          |
|          |                   |                 |             | Commercial grade                                                    |                                                              |                   |             |      |      |        |          |
|          |                   |                 |             | Opening wide enough for the 5 gallon jobsite coolers.               |                                                              |                   |             |      |      |        |          |
|          |                   |                 |             |                                                                     |                                                              |                   |             |      |      |        |          |
| 22       | Locker Room       | Germ spread     | 3           | Sink faucet - replace w/ touchless                                  |                                                              | X                 |             | 1    |      |        |          |
| 23       |                   | Air quality     | 3           | Opt 1: Air Purifier (In-Room Solution)                              | <a href="#">Product: iAdaptAir HEPA Air Purifier</a>         | X                 |             | 1    |      |        |          |
| 24       |                   |                 | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solutio | <a href="#">Product: GPS - FC-3-BAS</a>                      | X                 |             | 1    |      |        |          |
|          |                   |                 |             |                                                                     |                                                              |                   |             |      |      |        |          |



|                       |                   |              |             |                                                                       |                                                      | Modification Type |             |      |      |           |          |
|-----------------------|-------------------|--------------|-------------|-----------------------------------------------------------------------|------------------------------------------------------|-------------------|-------------|------|------|-----------|----------|
| Item No.              | Location          | Concern      | Prioritized | Action Item                                                           | Comment                                              | Physical          | Operational | Unit | Cost | Status    | Deferred |
| Chaska History Center |                   |              |             |                                                                       |                                                      |                   |             |      |      |           |          |
| 1                     | Security          |              |             | Upgrade to fob security, where noted.                                 | Refer to universal comments.                         | X                 |             |      |      |           |          |
|                       |                   |              |             |                                                                       |                                                      |                   |             |      |      |           |          |
|                       | Main Level        | Germ spread  | 1           | Front door:                                                           |                                                      |                   | X           |      |      |           |          |
| 2                     |                   |              |             | ADA door actuator at swing door                                       | Doubles for touchless and barrier free ADA entry.    | X                 |             |      |      |           |          |
| 3                     |                   |              |             | Anti-microbial door handle covers.                                    | See universal recommendation section.                | X                 |             |      |      |           |          |
|                       |                   |              |             | Side door:                                                            |                                                      |                   |             |      |      |           |          |
| 4                     |                   |              |             | Anti-microbial door handle covers.                                    | See universal recommendation section.                | X                 |             |      |      |           |          |
| 5                     |                   |              |             | Desking stations distanced                                            | Action completed by staff already                    |                   | X           |      |      | Completed |          |
| 6                     |                   |              |             | Sanitizing wipes available at work areas                              | Action completed by staff already                    |                   | X           |      |      | Completed |          |
| 7                     |                   |              |             | Alarm system - Daily cleaning                                         | Antimicrobial cover unavailable.                     |                   | X           |      |      |           |          |
| 8                     |                   |              |             | Stair handrails - Daily cleaning                                      |                                                      |                   | X           |      |      |           |          |
|                       |                   |              |             |                                                                       |                                                      |                   |             |      |      |           |          |
| 9                     |                   | HVAC control | 3           | Opt 1: Air Purifier (In-Room Solution)                                | <a href="#">Product: iAdaptAir HEPA Air Purifier</a> | X                 |             |      |      |           |          |
| 10                    |                   |              | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solution) | <a href="#">Product: GPS - FC-3-BAS</a>              | X                 |             |      |      |           |          |
|                       |                   |              |             |                                                                       |                                                      |                   |             |      |      |           |          |
| 11                    | Restrooms (M & W) | Germ spread  |             | Opt 1: Purell wall mounted outside bathrooms                          | No fixture replacement                               |                   | X           |      |      |           |          |
| 12                    |                   |              | 3           | Opt 2: Replace sink faucets with touchless                            |                                                      | X                 |             | 2    |      |           |          |
|                       |                   |              |             |                                                                       |                                                      |                   |             |      |      |           |          |
| 13                    | Upper Level       | Germ spread  |             | Sanitizing wipes available at work areas                              | Action completed by staff already                    |                   | X           |      |      | Completed |          |
|                       |                   |              |             |                                                                       |                                                      |                   |             |      |      |           |          |
|                       |                   |              |             |                                                                       |                                                      |                   |             |      |      |           |          |

|                     |                          |                   |             |                                                                                                                            |                                                                                                                                                                                                   | Modification Type |             |      |      |           |                           |
|---------------------|--------------------------|-------------------|-------------|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|------|------|-----------|---------------------------|
| Item No.            | Location                 | Concern           | Prioritized | Action Item                                                                                                                | Comment                                                                                                                                                                                           | Physical          | Operational | Unit | Cost | Status    | Deferred                  |
| CITY HALL / LIBRARY |                          |                   |             |                                                                                                                            |                                                                                                                                                                                                   |                   |             |      |      |           |                           |
|                     | Main Entry / Public Area | Layout & Function |             | Further study of Main Level Access                                                                                         | Challenges                                                                                                                                                                                        |                   |             |      |      |           | Requires Additional Study |
| 1                   |                          |                   |             |                                                                                                                            | 1. Wayfinding - All visitors go to desk to ask questions / directions                                                                                                                             |                   |             |      |      |           |                           |
| 2                   |                          |                   |             |                                                                                                                            | 2. Public access - Visitors use stairs to inadvertently access non-public areas. Elevator gives full building                                                                                     |                   |             |      |      |           |                           |
| 3                   |                          |                   |             |                                                                                                                            | 3. Staff efficiencies - Staff split between 2 floors to support city hall operations.                                                                                                             |                   |             |      |      |           |                           |
| 4                   |                          |                   |             |                                                                                                                            | 4. Separation from Library access.                                                                                                                                                                |                   |             |      |      |           |                           |
|                     |                          |                   |             |                                                                                                                            | Proposed solution                                                                                                                                                                                 |                   |             |      |      |           |                           |
| 5                   |                          |                   |             |                                                                                                                            | 1. Two entries: Existing for City Hall, New for Library                                                                                                                                           |                   |             |      |      |           |                           |
| 6                   |                          |                   |             |                                                                                                                            | 2. New counter layout and design to increase space.                                                                                                                                               |                   |             |      |      |           |                           |
| 7                   |                          |                   |             |                                                                                                                            | 3. 'One location' strategy. Relocate Utility Billing personnel and part of Building Permit review staff to main level area behind counter.<br>a. How to keep separate? Maintain acoustic privacy? |                   |             |      |      |           |                           |
| 8                   |                          |                   |             |                                                                                                                            | 4. Add wall at Level 2 corridor just after Bluff Conference Room, to secure City Hall functions. Include waiting area.                                                                            |                   |             |      |      |           |                           |
| 9                   |                          |                   |             |                                                                                                                            | 5. City Planning, Council to remain upstairs.                                                                                                                                                     |                   |             |      |      |           |                           |
| 10                  | Building HVAC System     | Air quality       | 1           | Install new RTU over Finance Department                                                                                    | Design of final system will require mechanical analysis.                                                                                                                                          | X                 |             | 1    |      |           | Requires Additional Study |
| 11                  |                          |                   |             | 1. Take north wing (PD, Finance, Council) offline to support increased performance of existing AHU for remaining facility. |                                                                                                                                                                                                   | X                 |             |      |      |           |                           |
| 12                  |                          |                   |             | 2. Designate new RTU for north wing.                                                                                       |                                                                                                                                                                                                   | X                 |             |      |      |           |                           |
|                     |                          |                   |             |                                                                                                                            |                                                                                                                                                                                                   |                   |             |      |      |           |                           |
| 13                  | Security                 |                   |             | Upgrade to fob security, where noted.                                                                                      | Refer to universal comments.                                                                                                                                                                      | X                 |             |      |      |           |                           |
|                     |                          |                   |             |                                                                                                                            |                                                                                                                                                                                                   |                   |             |      |      |           |                           |
| 14                  | Entry vestibule:         | Germ spread       | 3           | Anti-microbial door handle covers.                                                                                         | See universal recommendation section.                                                                                                                                                             | X                 |             |      |      |           |                           |
| 15                  |                          |                   |             |                                                                                                                            | Entry system currently being installed per separate renovation. Opportunities for touchless entry system                                                                                          |                   |             |      |      |           |                           |
|                     |                          |                   |             |                                                                                                                            |                                                                                                                                                                                                   |                   |             |      |      |           |                           |
| 16                  | Public lobby:            | Germ spread       |             | Signage at entry - distancing rules, identify cuing location                                                               |                                                                                                                                                                                                   |                   | X           |      |      |           |                           |
| 17                  |                          |                   |             | Furniture - Remove/replace cloth benches                                                                                   | Cleanable finishes: Vinyl seat, non-porous materials.<br>Product example: Axis Triple Vinyl Bench                                                                                                 |                   |             | 1    |      |           |                           |
|                     |                          |                   |             |                                                                                                                            |                                                                                                                                                                                                   |                   |             |      |      |           |                           |
| 18                  |                          | Air quality       | 3           | Opt 1: Air Purifier (In-Room Solution)                                                                                     | Product: iAdaptAir HEPA Air Purifier                                                                                                                                                              | X                 |             |      |      |           |                           |
| 19                  |                          |                   | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solution)                                                      | Product: GPS - FC-3-BAS                                                                                                                                                                           | X                 |             |      |      |           |                           |
|                     |                          |                   |             |                                                                                                                            |                                                                                                                                                                                                   |                   |             |      |      |           |                           |
| 20                  | Transaction Counter:     | Germ spread       | 3           | Acrylic sneeze guards between staff and guest                                                                              |                                                                                                                                                                                                   | X                 |             |      |      |           |                           |
| 21                  |                          |                   |             | Touchless payment system for guests                                                                                        |                                                                                                                                                                                                   |                   | X           |      |      |           |                           |
| 22                  |                          |                   |             | Office equipment:                                                                                                          |                                                                                                                                                                                                   |                   |             |      |      |           |                           |
|                     |                          |                   |             | Disinfectant wipes at all phones / keyboards / stations                                                                    |                                                                                                                                                                                                   |                   | X           |      |      |           |                           |
| 23                  |                          |                   |             | Antimicrobial keyboard covers                                                                                              | Product: Viziflex or similar                                                                                                                                                                      |                   | X           |      |      |           |                           |
| 24                  |                          |                   |             | Provide individual plug-in headsets to desk staff                                                                          | Where multiple staff rotating through same phone                                                                                                                                                  |                   | X           |      |      |           |                           |
| 25                  |                          | Cuing strategy    |             | Floor decals for distancing                                                                                                | Purchased                                                                                                                                                                                         |                   | X           |      |      | Completed |                           |
|                     |                          |                   |             |                                                                                                                            |                                                                                                                                                                                                   |                   |             |      |      |           |                           |
| 26                  | Council Chambers         | Germ spread       | 3           | Furniture - Replace cloth chairs at public area, audience chamber                                                          | Cleanable material. Stackable. Must have chair arms.<br>Product to be determined. Apply allowance.                                                                                                | X                 |             | 28   |      |           |                           |
| 27                  |                          |                   | 3           | Furniture - Replace cloth chairs at admin table, audience chamber                                                          | Cleanable material. Rolling office chairs.<br>Product to be determined. Apply allowance.                                                                                                          | X                 |             | 6    |      |           |                           |



| Item No. | Location                 | Concern         | Prioritized | Action Item                                                                         | Comment                                                                               | Modification Type |             | Unit | Cost | Status | Deferred |
|----------|--------------------------|-----------------|-------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------|-------------|------|------|--------|----------|
|          |                          |                 |             |                                                                                     |                                                                                       | Physical          | Operational |      |      |        |          |
| 28       |                          | Density control | 3           | Side table - add second table to increase city admin seating options at main floor. | Supports city admin moving from dais to main floor.<br>Wood millwork table - 12' long | X                 |             | 1    |      |        |          |
|          |                          |                 |             |                                                                                     |                                                                                       |                   |             |      |      |        |          |
| 29       | Finance Dept             | Air quality     |             | See recommendation for RTU addition                                                 |                                                                                       |                   |             |      |      |        |          |
| 30       |                          |                 |             | Consider 3rd party air quality testing                                              |                                                                                       |                   |             |      |      |        |          |
|          |                          |                 |             |                                                                                     |                                                                                       |                   |             |      |      |        |          |
| 31       | Break Room               | Germ spread     |             | Hand sanitizer on wall next to entry door.                                          |                                                                                       |                   | X           |      |      |        |          |
| 32       |                          |                 |             | Removal of shared coffee pot                                                        |                                                                                       |                   | X           |      |      |        |          |
| 33       |                          |                 |             | Signage at entry - distancing rules                                                 |                                                                                       |                   | X           |      |      |        |          |
| 34       |                          |                 |             | Removal of chairs over occupancy count.                                             | 35sf / person. Approx. 4 chairs remaining.                                            |                   | X           |      |      |        |          |
| 35       |                          | Air quality     | 3           | Opt 1: Air Purifier (In-Room Solution)                                              | <a href="#">Product: iAdaptAir HEPA Air Purifier</a>                                  | X                 |             |      |      |        |          |
| 36       |                          |                 | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solution)               | <a href="#">Product: GPS - FC-3-BAS</a>                                               | X                 |             |      |      |        |          |
|          |                          |                 |             |                                                                                     |                                                                                       |                   |             |      |      |        |          |
| 37       | Basement conference room | Density control |             | General signage at entry for occupancy limit.                                       | IS will be vacating basement conference room. Space fitted out in Fire Station.       |                   | X           |      |      |        |          |
|          |                          |                 |             |                                                                                     |                                                                                       |                   |             |      |      |        |          |
| 38       | Restrooms (M & W)        | Germ spread     |             | Opt 1: Purell stations outside bathrooms                                            | No fixture replacement                                                                |                   | X           |      |      |        |          |
|          |                          |                 | 3           | Opt 2: Replace fixtures with touchless                                              | 5 restrooms                                                                           | X                 |             |      |      |        |          |
| 39       |                          |                 |             | Sink faucets                                                                        | Touchless automatic                                                                   | X                 |             | 5    |      |        |          |
| 40       |                          |                 |             | Urinal flushometer                                                                  | Touchless automatic                                                                   | X                 |             | 2    |      |        |          |
| 41       |                          |                 |             | Toilet flushometers                                                                 | Touchless automatic                                                                   | X                 |             | 4    |      |        |          |
| 42       |                          |                 |             | Auto flush at basement tank toilet                                                  | <a href="#">Product: Techno Touchless Toilet Flush Kit</a>                            | X                 |             | 1    |      |        |          |
| 43       |                          | Germ spread     | 3           | Light switches - add occupancy sensors                                              |                                                                                       | X                 |             | 5    |      |        |          |
|          |                          |                 |             |                                                                                     |                                                                                       |                   |             |      |      |        |          |

| Item No.        | Location          | Concern           | Prioritized | Action Item                                                           | Comment                                                                                                                                                                                                                                                                    | Modification Type |             | Unit | Cost | Status | Deferred                  |
|-----------------|-------------------|-------------------|-------------|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|------|------|--------|---------------------------|
|                 |                   |                   |             |                                                                       |                                                                                                                                                                                                                                                                            | Physical          | Operational |      |      |        |                           |
| FIRE DEPARTMENT |                   |                   |             |                                                                       |                                                                                                                                                                                                                                                                            |                   |             |      |      |        |                           |
|                 | General           | Layout & Function |             | Further assessment required of the following facility needs.          | Challenges                                                                                                                                                                                                                                                                 |                   |             |      |      |        | Requires Additional Study |
| 1               |                   |                   |             |                                                                       | 1. Certain areas were either not designed to receive air flow (main atrium, Assistant Chief's office, SCBA) or require HVAC recalibration (EOC, Apparatus Bay, Garage).                                                                                                    | X                 |             |      |      |        |                           |
| 2               |                   |                   |             |                                                                       | 2. No ability for staff to stay overnight. Desire to convert upper level offices to dormitory. Mechanical modifications and building fire separations would be required.                                                                                                   | X                 |             |      |      |        |                           |
| 3               |                   |                   |             |                                                                       | 3. Separation of Apparatus Bay from Garage, both sides. Storefront wall w/ automatic sliding door. Floor in this location currently ramped, so would require level floor and new curb cut style ramp at garage side. Space planning and life safety egress study required. | X                 |             |      |      |        |                           |
| 4               |                   |                   |             |                                                                       | 4. Additional storage needed. Consider mezzanine space above 2nd level. Further study required to assess layout and life safety implication.                                                                                                                               | X                 |             |      |      |        |                           |
| 5               | Security          |                   | 1           | Upgrade to fob security, where noted.                                 | Refer to universal comments.                                                                                                                                                                                                                                               | X                 |             |      |      |        |                           |
| 6               | Entry vestibule:  | Germ spread       | 3           | Anti-microbial door handle covers.                                    | See universal recommendation section.                                                                                                                                                                                                                                      | X                 |             |      |      |        |                           |
| 7               | Atrium            | Function          | 3           | Create transaction counter at side door to office.                    | Demo office side door. Wall off corridor leading to door. Install small transaction counter in front of new wall.                                                                                                                                                          | X                 |             |      |      |        |                           |
| 8               |                   |                   |             |                                                                       | Design of vestibule limits touchless entry system options.                                                                                                                                                                                                                 |                   |             |      |      |        |                           |
| 9               | EOC               | Germ spread       |             | Signage for occupancy limit                                           | Relocate furniture for 6 foot spacing (35sf / person).                                                                                                                                                                                                                     |                   | X           |      |      |        |                           |
| 10              |                   | Air quality       |             | Refer to Item 1 under Further Study.                                  | Building controls                                                                                                                                                                                                                                                          | X                 |             |      |      |        |                           |
| 11              |                   | Air quality       | 3           | Opt 1: Air Purifier (In-Room Solution)                                | Product: <a href="#">iAdaptAir HEPA Air Purifier</a>                                                                                                                                                                                                                       | X                 |             |      |      |        |                           |
| 12              |                   |                   | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solution) | Product: <a href="#">GPS - FC-3-BAS</a>                                                                                                                                                                                                                                    | X                 |             |      |      |        |                           |
| 13              | Conference Room   | Density control   |             | Limit to 4 occupants.                                                 | Either via signage or chair removal.                                                                                                                                                                                                                                       |                   | X           |      |      |        |                           |
| 14              | Kitchenette       | Density Control   |             | Signage for occupancy limit                                           | 35sf / person. Approx 3 person limit.                                                                                                                                                                                                                                      |                   | X           |      |      |        |                           |
| 15              |                   |                   | 3           | Consider 2nd door for ability to de-densify entries.                  | Avoid current bottleneck at single door. Further study required to locate 2nd door - affect adjacent spaces.                                                                                                                                                               | X                 |             |      |      |        | Requires Additional Study |
| 16              | Restrooms (M & W) | Germ spread       |             | Opt 1: Hand sanitizer dispensers outside bathrooms                    | No fixture replacement                                                                                                                                                                                                                                                     |                   | X           |      |      |        |                           |
|                 |                   |                   | 3           | Opt 2: Replace fixtures with touchless                                | 3 restrooms                                                                                                                                                                                                                                                                |                   |             |      |      |        |                           |
| 17              |                   |                   |             | Sink faucets                                                          | Touchless automatic                                                                                                                                                                                                                                                        | X                 |             | 6    |      |        |                           |
| 18              |                   |                   |             | Urinal flushometer                                                    | Touchless automatic                                                                                                                                                                                                                                                        | X                 |             | 3    |      |        |                           |
| 19              |                   |                   |             | Toilet flushometers                                                   | Touchless automatic                                                                                                                                                                                                                                                        | X                 |             | 3    |      |        |                           |
| 20              | Locker Rooms      | Germ spread       | 3           | Foot pull at doors (interior side)                                    |                                                                                                                                                                                                                                                                            | X                 |             | 2    |      |        |                           |
| 21              |                   | Density control   |             | No action                                                             | Unable to stagger locker use - all are occupied.                                                                                                                                                                                                                           |                   |             |      |      |        |                           |
| 22              |                   | Air quality       | 3           | Opt 1: Air Purifier (In-Room Solution)                                | Product: <a href="#">iAdaptAir HEPA Air Purifier</a>                                                                                                                                                                                                                       | X                 |             |      |      |        |                           |
| 23              |                   |                   | 1           | Opt 2: Needlepoint Bipolar Ionization System (VAV / fancoil solution) | Product: <a href="#">GPS - FC-3-BAS</a>                                                                                                                                                                                                                                    | X                 |             |      |      |        |                           |
| 24              | Apparatus Bay     | Function          |             | Refer to Item 3 under Further Study.                                  |                                                                                                                                                                                                                                                                            | X                 |             |      |      |        |                           |
| 25              |                   | Germ spread       | 3           | Convert to Push/Pull door hardware at entry back to locker rooms      |                                                                                                                                                                                                                                                                            | X                 |             | 1    |      |        |                           |



| Item No. | Location        | Concern         | Prioritized | Action Item                                                       | Comment                                                                                                      | Modification Type |             | Unit | Cost | Status | Deferred |
|----------|-----------------|-----------------|-------------|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------|-------------|------|------|--------|----------|
|          |                 |                 |             |                                                                   |                                                                                                              | Physical          | Operational |      |      |        |          |
|          |                 |                 |             |                                                                   |                                                                                                              |                   |             |      |      |        |          |
| 26       | SCBA            | Air quality     |             | Refer to Item 1 under Further Study.                              | Needs supply and return ducting.                                                                             |                   |             |      |      |        |          |
|          |                 |                 |             |                                                                   |                                                                                                              |                   |             |      |      |        |          |
| 27       | Garage          | Germ spread     | 1           | Ice machine - replace with touchless dispenser model              | <a href="#">Product: Scotsman C0330MA-1 Prodigy Plus 30"</a>                                                 | X                 |             | 1    |      |        |          |
| 28       |                 |                 | 3           | Add 2nd industrial washer extractor                               | <a href="#">Product: Unimac 50 lb</a>                                                                        | X                 |             | 1    |      |        |          |
| 29       |                 |                 |             | Relocate existing washer / dryer                                  |                                                                                                              |                   | X           |      |      |        |          |
|          |                 |                 |             |                                                                   |                                                                                                              |                   |             |      |      |        |          |
| 30       |                 | Air quality     |             | Refer to Item 1 under Further Study.                              | Soot on walls suggests insufficient room exhaust and airflow.                                                |                   |             |      |      |        |          |
|          |                 |                 |             |                                                                   |                                                                                                              |                   |             |      |      |        |          |
| 31       | Mechanical Room | Function        | 3           | Relocate safety shower                                            | Move from behind locked door to garage next to extractor. Reroute piping approx 15 feet, through block wall. | X                 |             |      |      |        |          |
|          |                 |                 |             |                                                                   |                                                                                                              |                   |             |      |      |        |          |
| 32       | Dispatch        | Germ spread     | 3           | Convert to Push/Pull door hardware                                |                                                                                                              | X                 |             | 1    |      |        |          |
|          |                 |                 |             | Office equipment:                                                 |                                                                                                              |                   |             |      |      |        |          |
| 33       |                 |                 |             | Disinfectant wipes at all phones / keyboards / stations           |                                                                                                              |                   | X           |      |      |        |          |
| 34       |                 |                 |             | Antimicrobial keyboard covers                                     | <a href="#">Product: Viziflex or similar</a>                                                                 |                   | X           |      |      |        |          |
| 35       |                 |                 |             | Provide individual plug-in headsets to desk staff                 | Where multiple staff rotating through same phone                                                             |                   | X           |      |      |        |          |
|          |                 |                 |             |                                                                   |                                                                                                              |                   |             |      |      |        |          |
| 36       | Fitness Center  | Density control |             | Signage - 25% capacity limit                                      |                                                                                                              |                   | X           |      |      |        |          |
| 37       |                 | Germ spread     |             | Disinfected wipe stations for equipment wipe downs                |                                                                                                              |                   | X           |      |      |        |          |
| 38       |                 |                 |             | Hand sanitizer stations on wall                                   |                                                                                                              |                   | X           |      |      |        |          |
|          |                 |                 |             |                                                                   |                                                                                                              |                   |             |      |      |        |          |
| 39       | Pool Table Area | Germ spread     |             | Signage - Use of hand sanitizer, cleaning of equipment after use. |                                                                                                              |                   |             |      |      |        |          |
| 40       |                 |                 |             | Hand sanitizer mounted on wall.                                   |                                                                                                              |                   |             |      |      |        |          |
| 41       |                 |                 |             | Disinfectant wipes mounted on wall.                               |                                                                                                              |                   |             |      |      |        |          |
|          |                 |                 |             |                                                                   |                                                                                                              |                   |             |      |      |        |          |

|                   |                      |                   |             |                                                                |                                                                                                                                                     | Modification Type |             |      |      |        |                           |
|-------------------|----------------------|-------------------|-------------|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|------|------|--------|---------------------------|
| Item No.          | Location             | Concern           | Prioritized | Action Item                                                    | Comment                                                                                                                                             | Physical          | Operational | Unit | Cost | Status | Deferred                  |
| POLICE DEPARTMENT |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |
| Main Level        |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |
|                   | Squad Room           | Layout & Function | 2           | Renovate for open office with enclosed cubicles.               | Challenge:                                                                                                                                          |                   |             |      |      |        |                           |
| 1                 |                      |                   |             |                                                                | 1. Need more open concept for bullpen. Connection to office, closable cubicles for privacy and social distancing. Support 2-3 officer workstations. |                   |             |      |      |        |                           |
|                   |                      |                   |             |                                                                | Proposed solution:                                                                                                                                  |                   |             |      |      |        |                           |
| 2                 |                      |                   |             |                                                                | 1. Demo full height stud walls surrounding bullpen, 35' linear feet.                                                                                | X                 |             |      |      |        |                           |
| 3                 |                      |                   |             |                                                                | 2. Install office cubicles with sliding glass doors. 6'x8'. Product: Doors22, or similar. Allowance \$1,500 per unit.                               | X                 |             | 3    |      |        |                           |
|                   |                      |                   |             |                                                                | 3. allowance for power and data runs                                                                                                                |                   |             |      |      |        |                           |
| 1                 | Security             |                   |             | Upgrade to fob security, where noted.                          | Refer to universal comments.                                                                                                                        | X                 |             |      |      |        |                           |
|                   |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |
| 4                 | Building HVAC System | Air quality       | 1           | Install new RTU over Finance Department                        | Covered in City Hall action items                                                                                                                   | X                 |             | 1    |      |        |                           |
|                   |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |
|                   | Enclosed Offices     | Function          |             | Rotate 3 offices to new owners:                                |                                                                                                                                                     |                   |             |      |      |        |                           |
| 5                 |                      |                   | 3           | 1. Investigators office becomes Chief's office                 | 180sf, TI allowance                                                                                                                                 | X                 |             |      |      |        |                           |
| 6                 |                      |                   | 3           | 2. Chief's office becomes Deputy Chief's office                | 140sf, TI allowance                                                                                                                                 | X                 |             |      |      |        |                           |
| 7                 |                      |                   | 3           | 3. Deputy Chief's office becomes Patrol Sargent's office.      | 110sf, TI allowance                                                                                                                                 | X                 |             |      |      |        |                           |
|                   |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |
| 8                 | Egress               | Function          | 3           | Add new door in hallway adjacent to garage. Access to alley.   | Hollow metal, closer, door contacts                                                                                                                 | X                 |             | 1    |      |        |                           |
|                   |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |
| 9                 | Break Room           | Germ spread       | 3           | Replace kitchen faucet w/ touchless sensor & manual override   | Product: Pfister LG529-ESAS Hands Free, or similar                                                                                                  | X                 |             | 1    |      |        |                           |
| 10                |                      |                   |             | Hand sanitizer mounted near fridge.                            |                                                                                                                                                     |                   | X           |      |      |        |                           |
|                   |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |
| Basement          |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |
|                   | Evidence & Supply    | Function & Layout |             | Requires further study                                         | Challenges:                                                                                                                                         |                   |             |      |      |        | Requires Additional Study |
|                   |                      |                   |             |                                                                | 1. Evidence room on main level to be relocated.                                                                                                     |                   |             |      |      |        |                           |
|                   |                      |                   |             |                                                                | 2. Separation of evidence storage, evidence processing, gun cleaning table, gear storage.                                                           |                   |             |      |      |        |                           |
|                   |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |
|                   | Lockers and Fitness  | Function & Layout |             | Requires further study                                         | Challenges:                                                                                                                                         |                   |             |      |      |        | Requires Additional Study |
|                   |                      |                   |             |                                                                | 1. Space needs for Fitness, Women's' and Men's' Lockers                                                                                             |                   |             |      |      |        |                           |
|                   |                      |                   |             |                                                                | Proposed solution:                                                                                                                                  |                   |             |      |      |        |                           |
| 1                 |                      |                   |             |                                                                | 1. Relocate Fitness to 2nd Garage bay across hall                                                                                                   | X                 |             |      |      |        |                           |
| 2                 |                      |                   |             |                                                                | 2. Expand Women's' locker into Fitness.                                                                                                             | X                 |             |      |      |        |                           |
|                   |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |
| 3                 | Locker Rooms         | Germ spread       | 3           | Foot pull at doors                                             |                                                                                                                                                     | X                 |             | 2    |      |        |                           |
| 4                 |                      |                   |             | Hand sanitizer at entry                                        |                                                                                                                                                     |                   | X           |      |      |        |                           |
|                   |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |
|                   |                      | Germ spread       |             | Toilets                                                        |                                                                                                                                                     |                   |             |      |      |        |                           |
| 5                 |                      |                   |             | Opt 1: No action                                               | No fixture replacement                                                                                                                              |                   | X           |      |      |        |                           |
|                   |                      |                   | 3           | Opt 2: Replace fixtures with touchless                         | 2 locker rooms                                                                                                                                      |                   |             |      |      |        |                           |
| 6                 |                      |                   |             | Sink faucets                                                   | Touchless automatic                                                                                                                                 | X                 |             | 4    |      |        |                           |
| 7                 |                      |                   |             | Urinal flushometer                                             | Touchless automatic                                                                                                                                 | X                 |             | 1    |      |        |                           |
| 8                 |                      |                   |             | Toilet flushometers                                            | Touchless automatic                                                                                                                                 | X                 |             | 3    |      |        |                           |
| 9                 |                      |                   | 3           | Splash guards between sink stations.                           | Product: CeilBlue Sink Splash Guard CBL319085                                                                                                       | X                 |             | 3    |      |        |                           |
|                   |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |
| 10                |                      | Air quality       | 1           | Needlepoint Bipolar Ionization System (VAV / fancoil solution) | Product: GPS - FC-3-BAS                                                                                                                             | X                 |             | 1    |      |        |                           |
|                   |                      |                   |             |                                                                |                                                                                                                                                     |                   |             |      |      |        |                           |



| Item No. | Location     | Concern         | Prioritized | Action Item                       | Comment | Modification Type |             | Unit | Cost | Status | Deferred |
|----------|--------------|-----------------|-------------|-----------------------------------|---------|-------------------|-------------|------|------|--------|----------|
|          |              |                 |             |                                   |         | Physical          | Operational |      |      |        |          |
| 11       | Fitness Room | Density control |             | Signage - 25% capacity limit      |         |                   | X           |      |      |        |          |
| 12       |              | Germ spread     |             | Stations for equipment wipe downs |         |                   | X           |      |      |        |          |
|          |              |                 |             | Hand sanitizer station at entry   |         |                   | X           |      |      |        |          |
|          |              |                 |             |                                   |         |                   |             |      |      |        |          |
|          |              |                 |             |                                   |         |                   |             |      |      |        |          |

| Item No.               | Location               | Concern         | Prioritized | Action Item                                                    | Comment                                                       | Modification Type |             | Unit | Cost | Status    | Deferred |
|------------------------|------------------------|-----------------|-------------|----------------------------------------------------------------|---------------------------------------------------------------|-------------------|-------------|------|------|-----------|----------|
|                        |                        |                 |             |                                                                |                                                               | Physical          | Operational |      |      |           |          |
| CURLING & EVENT CENTER |                        |                 |             |                                                                |                                                               |                   |             |      |      |           |          |
| 1                      | Security               |                 |             | Upgrade to fob security, where noted.                          | Refer to universal comments.                                  | X                 |             |      |      |           |          |
| 1                      | Building HVAC System   | Air quality     | 1           | Increase outside air percentage intake.                        | Existing 5 RTUs                                               |                   | X           | 5    |      |           |          |
| 2                      | Event Hall             | Germ spread     |             | Furniture spaced for 6' distancing                             |                                                               |                   | X           |      |      | Completed |          |
| 3                      | Kitchen                | Germ spread     |             | No change: Caterers with Kitchen Mgrs Cert from Dept of Health |                                                               |                   |             |      |      | Completed |          |
| 4                      | Transaction Counter    | Germ spread     |             | Card reader outside transaction window                         |                                                               |                   | X           |      |      | Completed |          |
| 5                      |                        |                 |             | Frequent cleaning of number pad                                |                                                               |                   | X           |      |      |           |          |
| 6                      | Locker Rooms (M&W)     | Germ spread     | 3           | Foot pulls at doors (interior side)                            |                                                               | X                 |             | 2    |      |           |          |
| 7                      |                        |                 |             | Hand sanitizer at entry                                        |                                                               |                   | X           |      |      |           |          |
| 8                      |                        |                 |             | Locker density control                                         | All lockers in use. Cannot stagger.                           |                   |             |      |      |           |          |
| 9                      |                        |                 |             |                                                                | Players coming to Curling Center already geared up.           |                   | X           |      |      | Completed |          |
|                        |                        | Germ spread     |             | Toilets                                                        |                                                               |                   |             |      |      |           |          |
| 10                     |                        |                 |             | Opt 1: No action                                               | No fixture replacement                                        |                   | X           |      |      |           |          |
|                        |                        |                 | 3           | Opt 2: Replace fixtures with touchless                         | 2 locker rooms                                                |                   |             |      |      |           |          |
| 11                     |                        |                 |             | Sink faucets                                                   | Touchless automatic                                           | X                 |             | 4    |      |           |          |
| 12                     |                        |                 |             | Urinal flushometer                                             | Touchless automatic                                           | X                 |             | 2    |      |           |          |
| 13                     |                        |                 |             | Toilet flushometers                                            | Touchless automatic                                           | X                 |             | 4    |      |           |          |
| 14                     |                        |                 | 3           | Splash guards between sink stations.                           | <a href="#">Product: CeilBlue Sink Splash Guard CBL319085</a> | X                 |             | 4    |      |           |          |
| 15                     |                        | Air quality     | 1           | Needlepoint Bipolar Ionization System (VAV / fancoil solution) | <a href="#">Product: GPS - FC-3-BAS</a>                       | X                 |             | 1    |      |           |          |
| 16                     | Curling Event Anteroom | Density Control |             | Signage: 25% occupancy                                         |                                                               |                   |             |      |      |           |          |
| 17                     |                        |                 |             | Removal of chairs over occupancy count.                        | 35sf / person. Approx. 8 chairs remaining.                    |                   | X           |      |      |           |          |
|                        |                        |                 |             |                                                                |                                                               |                   |             |      |      |           |          |
|                        |                        |                 |             |                                                                |                                                               |                   |             |      |      |           |          |



## CLAIMS ROSTER REPORT

**FOR COUNCIL MEETING:**

**August 17, 2020**

Paid and Unpaid Invoices:

Check #'s 334380-334585

**\$2,280,147.51**

Paid Electronic Invoices:

Wire #'s 2431-2446

**\$2,519,380.63**

**Amount for Approval-Council Meeting:**

**August 17, 2020**

**\$4,799,528.14**





Checks



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| INVOICE                                       | P.O.       | INV DATE   | CHECK RUN | CHECK # | INVOICE NET | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION       |
|-----------------------------------------------|------------|------------|-----------|---------|-------------|------------|------|-----|---------------------------|
| 100016 ABM EQUIPMENT & SUPPLY INC             |            |            |           |         |             |            |      |     |                           |
| 0164479-IN                                    |            | 07/30/2020 | 081820    | 334397  | 602.08      | 08/30/2020 | INV  | PD  | #703 ANNUAL BOOM INSP & R |
| CHECK DATE:                                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 0164484-IN                                    |            | 07/30/2020 | 081820    | 334397  | 1,436.55    | 08/30/2020 | INV  | PD  | #2711 ANNUAL BOOM INSP &  |
| CHECK DATE:                                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
|                                               |            |            |           |         | 2,038.63    |            |      |     |                           |
| 103825 ACUSHNET COMPANY                       |            |            |           |         |             |            |      |     |                           |
| 909264756                                     |            | 07/23/2020 | 081820    | 334398  | 119.72      | 08/22/2020 | INV  | PD  | RESALE                    |
| CHECK DATE:                                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 909265181                                     |            | 07/23/2020 | 081820    | 334398  | 92.60       | 08/22/2020 | INV  | PD  | RESALE                    |
| CHECK DATE:                                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 909273862                                     |            | 07/24/2020 | 081820    | 334398  | 251.45      | 08/23/2020 | INV  | PD  | RESALE                    |
| CHECK DATE:                                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 909287554                                     |            | 07/27/2020 | 081820    | 334398  | 258.40      | 08/26/2020 | INV  | PD  | RESALE                    |
| CHECK DATE:                                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 909306643                                     |            | 07/29/2020 | 081820    | 334398  | 894.24      | 08/28/2020 | INV  | PD  | RESALE                    |
| CHECK DATE:                                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
|                                               |            |            |           |         | 1,616.41    |            |      |     |                           |
| 109032 ADLI FAR #28                           |            |            |           |         |             |            |      |     |                           |
| 173090160-33307                               |            | 08/06/2020 | 081320    | 334389  | 15,060.60   | 09/06/2020 | INV  | PD  | RFD OVERCHARGED WATER USA |
| CHECK DATE:                                   | 08/13/2020 |            |           |         |             |            |      |     | PAYEE: ALDI FAR #28       |
| 108949 ADVANTAGE COLLECTION PROFESSIONALS LLC |            |            |           |         |             |            |      |     |                           |
| 5519 080120                                   |            | 08/01/2020 | 081820    | 334399  | 519.05      | 08/31/2020 | INV  | PD  | Jul Collection Commission |
| CHECK DATE:                                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 100102 ANCOM COMMUNICATIONS INC               |            |            |           |         |             |            |      |     |                           |
| 96333                                         |            | 07/22/2020 | 081820    | 334400  | 240.00      | 08/21/2020 | INV  | PD  | Hand held mics for squads |
| CHECK DATE:                                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 96433                                         |            | 07/29/2020 | 081820    | 334400  | 248.70      | 08/28/2020 | INV  | PD  | FD RADIO HOLSTERS & BATTE |
| CHECK DATE:                                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 96642                                         |            | 08/07/2020 | 081820    | 334400  | 175.00      | 09/06/2020 | INV  | PD  | Bengston-Initial Issue-ea |
| CHECK DATE:                                   | 08/18/2020 |            |           |         |             |            |      |     |                           |

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| INVOICE                              | P.O. | INV DATE   | CHECK RUN | CHECK # | INVOICE NET | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION       |
|--------------------------------------|------|------------|-----------|---------|-------------|------------|------|-----|---------------------------|
| 100103 ANCOM TECHNICAL CENTER        |      |            |           |         | 663.70      |            |      |     |                           |
| 96643                                |      | 08/10/2020 | 081820    | 334401  | 1,105.20    | 09/10/2020 | INV  | PD  | FD ANNUAL RADIO MAINT CON |
| CHECK DATE: 08/18/2020               |      |            |           |         |             |            |      |     |                           |
| 100119 SHAKOPEE VALLEY FORD          |      |            |           |         |             |            |      |     |                           |
| 273089FOW                            |      | 07/23/2020 | 081820    | 334402  | 419.09      | 08/26/2020 | INV  | PD  | Squad 1162 rear bumper re |
| CHECK DATE: 08/18/2020               |      |            |           |         |             |            |      |     |                           |
| 100122 ARAMARK REFRESHMENT SERVICES  |      |            |           |         |             |            |      |     |                           |
| 10468978                             |      | 08/04/2020 | 081820    | 334403  | 102.66      | 09/04/2020 | INV  | PD  | WATER FILTER-MSB          |
| CHECK DATE: 08/18/2020               |      |            |           |         |             |            |      |     |                           |
| 106918 ARTHUR CLESEN INC             |      |            |           |         |             |            |      |     |                           |
| 354153                               |      | 07/29/2020 | 081820    | 334404  | 208.17      | 08/29/2020 | INV  | PD  | VALVE FOR PUMPSTATION-TC  |
| CHECK DATE: 08/18/2020               |      |            |           |         |             |            |      |     |                           |
| 109033 ARVIG, JAMIE                  |      |            |           |         |             |            |      |     |                           |
| 121600060-2020                       |      | 08/07/2020 | 081820    | 334405  | 2,592.00    | 09/07/2020 | INV  | PD  | AUG REBATE-SOLAR PANELS   |
| CHECK DATE: 08/18/2020               |      |            |           |         |             |            |      |     | PAYEE: ARVIG, JAMIE       |
| 100078 AMERICAN SOCIETY OF COMPOSERS |      |            |           |         |             |            |      |     |                           |
| 500583892-2020                       |      | 07/20/2020 | 081820    | 334406  | 366.50      | 08/31/2020 | INV  | PD  | 2020 LICENSE ACCT 5058389 |
| CHECK DATE: 08/18/2020               |      |            |           |         |             |            |      |     |                           |
| 100146 ASPEN MILLS INC               |      |            |           |         |             |            |      |     |                           |
| 259578                               |      | 07/30/2020 | 081820    | 334407  | 14.85       | 08/30/2020 | INV  | PD  | FIRE INSPECTOR BADGE-TARM |
| CHECK DATE: 08/18/2020               |      |            |           |         |             |            |      |     |                           |
| 109022 BANDIMERE, CLARK              |      |            |           |         |             |            |      |     |                           |
| 2008296.002                          |      | 07/24/2020 | 081820    | 334408  | 16.00       | 08/24/2020 | INV  | PD  | REFUND ACCOUNT BALANCE-MI |
| CHECK DATE: 08/18/2020               |      |            |           |         |             |            |      |     | PAYEE: BANDIMERE, CLARK   |
| 100174 BAUER BUILT TIRE AND BATTERY  |      |            |           |         |             |            |      |     |                           |
| 518003561                            |      | 07/23/2020 | 081820    | 334409  | 427.56      | 08/23/2020 | INV  | PD  | PARK MOWER TIRES (3)      |
| CHECK DATE: 08/18/2020               |      |            |           |         |             |            |      |     |                           |





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|-------------------------------------|------------|------------|-----------|---------|-------------|------------|------|-----|---------------------------|
| 100182 BECKER ARENA PRODUCTS INC    |            |            |           |         |             |            |      |     |                           |
| 1024032                             |            | 08/05/2020 | 081820    | 334410  | 537.70      | 09/04/2020 | INV  | PD  | Ice Paint                 |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 1024033                             |            | 08/05/2020 | 081820    | 334410  | 98.80       | 09/04/2020 | INV  | PD  | Ice Paint & Board Sealer  |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |
|                                     |            |            |           |         | 636.50      |            |      |     |                           |
| 109006 APH STORES INC               |            |            |           |         |             |            |      |     |                           |
| 40600121                            |            | 07/21/2020 | 081820    | 334411  | 106.95      | 08/21/2020 | INV  | PD  | 4 WHEEL CART (SHOP TOOL)  |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 100205 BMO HARRIS BANK N.A.         |            |            |           |         |             |            |      |     |                           |
| 25                                  |            | 08/01/2020 | 081820    | 334412  | 79,636.32   | 08/27/2020 | INV  | PD  | PAYGO NOTE PMT 25-CLOVER  |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 100214 BORDER STATES INDUSTRIES INC |            |            |           |         |             |            |      |     |                           |
| 920353465                           |            | 07/22/2020 | 081820    | 334413  | 459.39      | 08/25/2020 | INV  | PD  | SPLICING TAPE (12)        |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 920378949                           |            | 07/27/2020 | 081820    | 334413  | 326.40      | 08/25/2020 | INV  | PD  | (20) CROSSARM PINS        |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 920395746                           |            | 07/29/2020 | 081820    | 334413  | 456.54      | 08/29/2020 | INV  | PD  | (3) VOLT METERS           |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 920395748                           |            | 07/29/2020 | 081820    | 334413  | 67.56       | 08/29/2020 | INV  | PD  | (2) CARRIER CHUTE FOR PUL |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 920395749                           |            | 07/29/2020 | 081820    | 334413  | 444.77      | 08/25/2020 | INV  | PD  | (600) TRANSFORMER NUMBERS |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 920438485                           |            | 08/05/2020 | 081820    | 334413  | 148.26      | 09/25/2020 | INV  | PD  | (200) TRANSFORMER NUMBERS |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |
|                                     |            |            |           |         | 1,902.92    |            |      |     |                           |
| 100220 BOYER FORD TRUCKS INC        |            |            |           |         |             |            |      |     |                           |
| 32345D                              |            | 07/14/2020 | 081820    | 334414  | -102.50     | 08/14/2020 | CRM  | PD  | CREDIT FIRE AND CITY HALL |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 33040D                              |            | 08/05/2020 | 081820    | 334414  | 193.40      | 09/05/2020 | INV  | PD  | #2115 ASPHALT DIST PARTS  |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 33076D                              |            | 08/06/2020 | 081820    | 334414  | 838.44      | 09/06/2020 | INV  | PD  | #2115 ASPHALT DIST PARTS  |
| CHECK DATE:                         | 08/18/2020 |            |           |         |             |            |      |     |                           |



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| INVOICE                                  | P.O.       | INV DATE              | CHECK RUN | CHECK # | INVOICE NET | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION       |
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|                                          |            |                       |           |         | 929.34      |            |      |     |                           |
| 100226 BRAUN INTERTEC CORPORATION        |            |                       |           |         |             |            |      |     |                           |
| B220932                                  |            | 08/11/2020            | 081820    | 334415  | 3,676.00    | 09/12/2020 | INV  | PD  | 2020 DT RECON-CMT         |
| CHECK DATE:                              | 08/18/2020 |                       |           |         |             |            |      |     |                           |
| 100247 BROADWAY AWARDS INC               |            |                       |           |         |             |            |      |     |                           |
| 47692                                    |            | 07/27/2020            | 081820    | 334416  | 91.88       | 08/27/2020 | INV  | PD  | TROPHY ENGRAVING          |
| CHECK DATE:                              | 08/18/2020 |                       |           |         |             |            |      |     |                           |
| 100254 BRYAN ROCK PRODUCTS INC           |            |                       |           |         |             |            |      |     |                           |
| 42722                                    |            | 07/31/2020            | 081820    | 334417  | 283.10      | 08/30/2020 | INV  | PD  | WALNUT ST PARK & RIDE LAN |
| CHECK DATE:                              | 08/18/2020 |                       |           |         |             |            |      |     |                           |
| 107733 C-D PRODUCTS INC                  |            |                       |           |         |             |            |      |     |                           |
| 76193                                    |            | 08/06/2020            | 081820    | 334418  | 660.00      | 09/05/2020 | INV  | PD  | COVID-ELECTION FACE MASK  |
| CHECK DATE:                              | 08/18/2020 |                       |           |         |             |            |      |     |                           |
| 109043 CANELL, MARTIN                    |            |                       |           |         |             |            |      |     |                           |
| 10008411                                 |            | 08/12/2020            | 081820    | 334419  | 106.00      | 09/12/2020 | INV  | PD  | CREDIT BALANCE REFUND-111 |
| CHECK DATE:                              | 08/18/2020 | PAYEE: CANELL, MARTIN |           |         |             |            |      |     |                           |
| 100287 CARVER COUNTY PUB HLTH/PLAN & WTR |            |                       |           |         |             |            |      |     |                           |
| 81160                                    |            | 08/11/2020            | 081820    | 334420  | 4,949.55    | 09/11/2020 | INV  | PD  | IRRIGATION EFFICIENCY GRA |
| CHECK DATE:                              | 08/18/2020 |                       |           |         |             |            |      |     |                           |
| 100314 CARVER COUNTY IS/GIS DEPT         |            |                       |           |         |             |            |      |     |                           |
| 2607                                     |            | 08/11/2020            | 081820    | 334421  | 265.00      | 09/11/2020 | INV  | PD  | AUG INTERNET ACCESS       |
| CHECK DATE:                              | 08/18/2020 |                       |           |         |             |            |      |     |                           |
| CSER-956                                 |            | 07/29/2020            | 081820    | 334421  | 7,134.20    | 08/29/2020 | INV  | PD  | GIS SHARED POSITION - 2ND |
| CHECK DATE:                              | 08/18/2020 |                       |           |         |             |            |      |     |                           |
|                                          |            |                       |           |         | 7,399.20    |            |      |     |                           |
| 109016 CASTLE GATE CONSTRUCTION          |            |                       |           |         |             |            |      |     |                           |
| 33792                                    |            | 07/30/2020            | 081820    | 334422  | 108.97      | 08/30/2020 | INV  | PD  | CREDIT BALANCE REFUND-443 |
| CHECK DATE:                              | 08/18/2020 |                       |           |         |             |            |      |     |                           |





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| INVOICE                                  | P.O.  |            |  | INV DATE   | CHECK RUN | CHECK # | INVOICE NET | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION       |
|------------------------------------------|-------|------------|--|------------|-----------|---------|-------------|------------|------|-----|---------------------------|
| 100323 CDW GOVERNMENT INC                |       |            |  |            |           |         |             |            |      |     |                           |
| ZLZ4667                                  |       |            |  | 07/21/2020 | 081820    | 334423  | 442.80      | 08/20/2020 | INV  | PD  | KEYBOARDS                 |
| CHECK                                    | DATE: | 08/18/2020 |  |            |           |         |             |            |      |     |                           |
| ZMH6851                                  |       |            |  | 07/22/2020 | 081820    | 334423  | 1,134.10    | 08/21/2020 | INV  | PD  | OFFICE 365 LICENSES       |
| CHECK                                    | DATE: | 08/18/2020 |  |            |           |         |             |            |      |     |                           |
| ZMS8073                                  |       |            |  | 07/23/2020 | 081820    | 334423  | 107.74      | 08/22/2020 | INV  | PD  | CISCO Z3 LICENSE          |
| CHECK                                    | DATE: | 08/18/2020 |  |            |           |         |             |            |      |     |                           |
| ZNT3813                                  |       |            |  | 07/28/2020 | 081820    | 334423  | 332.94      | 08/27/2020 | INV  | PD  | 2 MONITORS                |
| CHECK                                    | DATE: | 08/18/2020 |  |            |           |         |             |            |      |     |                           |
| ZNT4841                                  |       |            |  | 07/29/2020 | 081820    | 334423  | 20.34       | 08/28/2020 | INV  | PD  | 2 DISPLAY ADAPTORS        |
| CHECK                                    | DATE: | 08/18/2020 |  |            |           |         |             |            |      |     |                           |
| ZNV0160                                  |       |            |  | 07/29/2020 | 081820    | 334423  | 311.51      | 08/28/2020 | INV  | PD  | CISCO IP PHONE            |
| CHECK                                    | DATE: | 08/18/2020 |  |            |           |         |             |            |      |     |                           |
| ZNZ1007                                  |       |            |  | 07/29/2020 | 081820    | 334423  | 73.81       | 08/28/2020 | INV  | PD  | IPAD COVER                |
| CHECK                                    | DATE: | 08/18/2020 |  |            |           |         |             |            |      |     |                           |
| ZQF3255                                  |       |            |  | 08/04/2020 | 081820    | 334423  | 624.83      | 09/03/2020 | INV  | PD  | CISCO IP PHONE            |
| CHECK                                    | DATE: | 08/18/2020 |  |            |           |         |             |            |      |     |                           |
| ZQN5712                                  |       |            |  | 08/05/2020 | 081820    | 334423  | 5,807.58    | 09/04/2020 | INV  | PD  | 3 SURFACE PROS, 10 DISPLA |
| CHECK                                    | DATE: | 08/18/2020 |  |            |           |         |             |            |      |     |                           |
| ZR00141839                               |       |            |  | 07/30/2020 | 081820    | 334423  | 49.00       | 08/29/2020 | INV  | PD  | WEBEX LICENSING           |
| CHECK                                    | DATE: | 08/18/2020 |  |            |           |         |             |            |      |     |                           |
|                                          |       |            |  |            |           |         | 8,904.65    |            |      |     |                           |
| 100332 CENTERPOINT ENERGY RESOURCES CORP |       |            |  |            |           |         |             |            |      |     |                           |
| 105010300/JUL20                          |       |            |  | 08/05/2020 | 081320    | 334390  | 1,576.21    | 09/02/2020 | INV  | PD  | JUL 3210 CHASKA BLVD GAS  |
| CHECK                                    | DATE: | 08/13/2020 |  |            |           |         |             |            |      |     |                           |
| 100337 QWEST CORPORATION                 |       |            |  |            |           |         |             |            |      |     |                           |
| 130904397                                |       |            |  | 07/16/2020 | 080420-2  | 334383  | 12,243.54   | 08/15/2020 | INV  | PD  | JUL INTERNET SERVICE      |
| CHECK                                    | DATE: | 08/04/2020 |  |            |           |         |             |            |      |     |                           |
| 100338 QWEST CORPORATION                 |       |            |  |            |           |         |             |            |      |     |                           |
| 202000790/JUL20                          |       |            |  | 07/21/2020 | 080720    | 334386  | 3,590.57    | 08/17/2020 | INV  | PD  | JUL PHONE & LONG DIST SVC |
| CHECK                                    | DATE: | 08/07/2020 |  |            |           |         |             |            |      |     |                           |
| 202001327/JUL20                          |       |            |  | 07/21/2020 | 080720    | 334386  | 40.95       | 08/17/2020 | INV  | PD  | JUL T1 FOR PHONE SYSTEM   |
| CHECK                                    | DATE: | 08/07/2020 |  |            |           |         |             |            |      |     |                           |



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| INVOICE                                 | P.O.       | INV DATE   | CHECK RUN | CHECK # | INVOICE NET | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION               |
|-----------------------------------------|------------|------------|-----------|---------|-------------|------------|------|-----|-----------------------------------|
| 109021 CHAMERS KRUEGER, JANET           |            |            |           |         | 3,631.52    |            |      |     |                                   |
| 2008292.002                             |            | 07/23/2020 | 081820    | 334424  | 112.00      | 08/23/2020 | INV  | PD  | REFUND ACCOUNT BALANCE            |
| CHECK DATE:                             | 08/18/2020 |            |           |         |             |            |      |     | PAYEE: CHAMERS KRUEGER, JANET     |
| 100374 CHANHASSEN, CITY OF              |            |            |           |         |             |            |      |     |                                   |
| JULY 2020                               |            | 08/06/2020 | 081820    | 334425  | 27.53       | 09/06/2020 | INV  | PD  | JUL TH 41/82ND ST SIGNAL          |
| CHECK DATE:                             | 08/18/2020 |            |           |         |             |            |      |     |                                   |
| JUNE 2020                               |            | 08/06/2020 | 081820    | 334425  | 30.47       | 09/06/2020 | INV  | PD  | JUN TH 41/82ND ST SIGNAL          |
| CHECK DATE:                             | 08/18/2020 |            |           |         |             |            |      |     |                                   |
| MAY 2020                                |            | 08/06/2020 | 081820    | 334425  | 29.36       | 09/06/2020 | INV  | PD  | MAY TH 41/82ND ST SIGNAL          |
| CHECK DATE:                             | 08/18/2020 |            |           |         |             |            |      |     |                                   |
|                                         |            |            |           |         | 87.36       |            |      |     |                                   |
| 103955 CHASKA AREA FISHING WITH FRIENDS |            |            |           |         |             |            |      |     |                                   |
| 2020-1102                               |            | 07/27/2020 | 081820    | 334426  | 500.00      | 08/10/2020 | INV  | PD  | Fishing kits                      |
| CHECK DATE:                             | 08/18/2020 |            |           |         |             |            |      |     |                                   |
| 107163 CHASKA HEIGHTS SENIOR LIVING LLC |            |            |           |         |             |            |      |     |                                   |
| 5                                       |            | 08/01/2020 | 081820    | 334427  | 75,096.15   | 08/27/2020 | INV  | PD  | PAYGO NOTE PMT 5-CHASKA H         |
| CHECK DATE:                             | 08/18/2020 |            |           |         |             |            |      |     |                                   |
| 109019 CHEETAH COMPUTER SOLUTIONS       |            |            |           |         |             |            |      |     |                                   |
| 80851                                   |            | 07/30/2020 | 081820    | 334428  | 943.00      | 08/30/2020 | INV  | PD  | SIGN GRANT PROGRAM REIMBU         |
| CHECK DATE:                             | 08/18/2020 |            |           |         |             |            |      |     | PAYEE: CHEETAH COMPUTER SOLUTIONS |
| 102292 CITY OF CHASKA-CCC               |            |            |           |         |             |            |      |     |                                   |
| 101455025-2020                          |            | 08/07/2020 | 081820    | 334429  | 10,300.00   | 09/07/2020 | INV  | PD  | AUG REBATE-CCC POOL LIGHT         |
| CHECK DATE:                             | 08/18/2020 |            |           |         |             |            |      |     |                                   |
| 100418 CLEARSOFT INC                    |            |            |           |         |             |            |      |     |                                   |
| 130-302                                 |            | 08/01/2020 | 081820    | 334430  | 75.00       | 08/27/2020 | INV  | PD  | AUG FD WATER SOFTENER REN         |
| CHECK DATE:                             | 08/18/2020 |            |           |         |             |            |      |     |                                   |
| 104831 PACIFIC RIM VENTURES INC         |            |            |           |         |             |            |      |     |                                   |
| 1140353-00                              |            | 07/14/2020 | 081820    | 334431  | 537.00      | 08/14/2020 | INV  | PD  | RESALE                            |
| CHECK DATE:                             | 08/18/2020 |            |           |         |             |            |      |     |                                   |





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| INVOICE                                 | P.O.   | INV DATE   | CHECK RUN | CHECK # | INVOICE NET | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION       |
|-----------------------------------------|--------|------------|-----------|---------|-------------|------------|------|-----|---------------------------|
| 100430 COCA-COLA REFRESHMENTS USA INC   |        |            |           |         |             |            |      |     |                           |
| 3637208166                              |        | 07/28/2020 | 081820    | 334432  | 201.11      | 08/18/2020 | INV  | PD  | PAR 30 RESALE SODA        |
| CHECK DATE: 08/18/2020                  |        |            |           |         |             |            |      |     |                           |
| 100768 CODE 4 SERVICES INC              |        |            |           |         |             |            |      |     |                           |
| 5654                                    |        | 07/27/2020 | 081820    | 334433  | 296.56      | 08/26/2020 | INV  | PD  | Squad 1123 gun holder     |
| CHECK DATE: 08/18/2020                  |        |            |           |         |             |            |      |     |                           |
| 102867 TILLER CORPORATION               |        |            |           |         |             |            |      |     |                           |
| 200715                                  |        | 07/15/2020 | 081820    | 334435  | 12,179.39   | 08/15/2020 | INV  | PD  | CREEK ROAD PATCHING/TURBI |
| CHECK DATE: 08/18/2020                  |        |            |           |         |             |            |      |     |                           |
| 200731                                  |        | 07/31/2020 | 081820    | 334434  | 7,707.44    | 08/30/2020 | INV  | PD  | ARBOR PK BOOSTER LYMAN &  |
| CHECK DATE: 08/18/2020                  |        |            |           |         |             |            |      |     |                           |
|                                         |        |            |           |         | 19,886.83   |            |      |     |                           |
| 100429 COORDINATED BUSINESS SYSTEMS LTD |        |            |           |         |             |            |      |     |                           |
| INV101085                               |        | 08/05/2020 | 081820    | 334437  | 262.36      | 09/05/2020 | INV  | PD  | AUG PRINTER CONTRACT      |
| CHECK DATE: 08/18/2020                  |        |            |           |         |             |            |      |     |                           |
| INV101371                               |        | 08/06/2020 | 081820    | 334437  | 27.76       | 09/05/2020 | INV  | PD  | FINANCE PRINTER USAGE     |
| CHECK DATE: 08/18/2020                  |        |            |           |         |             |            |      |     |                           |
| INV101372                               |        | 08/06/2020 | 081820    | 334436  | 610.28      | 09/06/2020 | INV  | PD  | Contract Invoice-PD       |
| CHECK DATE: 08/18/2020                  |        |            |           |         |             |            |      |     |                           |
|                                         |        |            |           |         | 900.40      |            |      |     |                           |
| 106301 CORE AND MAIN LP                 |        |            |           |         |             |            |      |     |                           |
| M656940                                 | 200146 | 07/27/2020 | 081820    | 334438  | 2,520.00    | 08/27/2020 | INV  | PD  | WATER STOCK 1" SENSUS MET |
| CHECK DATE: 08/18/2020                  |        |            |           |         |             |            |      |     |                           |
| M719055                                 | 200145 | 07/24/2020 | 081820    | 334438  | 2,738.75    | 08/24/2020 | INV  | PD  | WATER STOCK VALVE BOX ASS |
| CHECK DATE: 08/18/2020                  |        |            |           |         |             |            |      |     |                           |
|                                         |        |            |           |         | 5,258.75    |            |      |     |                           |
| 106958 SARGENT ENTERPRISES INC          |        |            |           |         |             |            |      |     |                           |
| 2020205                                 |        | 08/05/2020 | 081820    | 334439  | 3,215.00    | 09/05/2020 | INV  | PD  | FLAGS FOR CITY PARKS/BUIL |
| CHECK DATE: 08/18/2020                  |        |            |           |         |             |            |      |     |                           |
| 107208 CREEKS RUN PHASE II LLC          |        |            |           |         |             |            |      |     |                           |

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| 5            | CHECK DATE: 08/18/2020                      | 08/01/2020 | 081820    | 334440  | 7,042.20    | 08/27/2020 | INV  | PD  | PAYGO NOTE PMT 5-CREEKS R                         |
|              | 105724 CYBERGOLF LLC                        |            |           |         |             |            |      |     |                                                   |
| SI-07366     | CHECK DATE: 08/18/2020                      | 04/01/2020 | 081820    | 334441  | 285.00      | 08/27/2020 | INV  | PD  | WEBSITE HOSTING                                   |
|              | 109029 DAHLKE, TANYA                        |            |           |         |             |            |      |     |                                                   |
| 2008318.002  | CHECK DATE: 08/18/2020                      | 08/01/2020 | 081820    | 334442  | 54.85       | 09/01/2020 | INV  | PD  | RFD-MEMBERSHIP CANCELLATI<br>PAYEE: DAHLKE, TANYA |
|              | 109039 DE WITT, BARBARA                     |            |           |         |             |            |      |     |                                                   |
| 10001682     | CHECK DATE: 08/18/2020                      | 08/11/2020 | 081820    | 334443  | 91.86       | 09/11/2020 | INV  | PD  | CREDIT BALANCE REFUND-113                         |
|              | 109027 DERMCO-LAVINE CONSTRUCTION COMPANY   |            |           |         |             |            |      |     |                                                   |
| 213034       | CHECK DATE: 08/18/2020                      | 07/23/2020 | 081820    | 334444  | 18,890.00   | 08/23/2020 | INV  | PD  | RESURFACE PICKLEBALL CT A                         |
|              | 107812 SCOTT CONGDON                        |            |           |         |             |            |      |     |                                                   |
| 4166         | CHECK DATE: 08/18/2020                      | 07/28/2020 | 081820    | 334445  | 326.00      | 08/28/2020 | INV  | PD  | BUSINESS CARDS-FIRE CHIEF                         |
|              | 103870 DIVERSIFIED PLUMBING AND HEATING INC |            |           |         |             |            |      |     |                                                   |
| 28702        | CHECK DATE: 08/18/2020                      | 08/03/2020 | 081820    | 334446  | 193.00      | 09/03/2020 | INV  | PD  | BALL VALVE-1109 FALLS CUR                         |
|              | 105629 DICKS SANITATION SERVICE INC         |            |           |         |             |            |      |     |                                                   |
| DT0003439829 | CHECK DATE: 08/18/2020                      | 07/31/2020 | 081820    | 334447  | 399.51      | 08/31/2020 | INV  | PD  | Aug CCC Garbage & Recycli                         |
| DT0003443390 | CHECK DATE: 08/18/2020                      | 07/31/2020 | 081820    | 334447  | 783.94      | 08/30/2020 | INV  | PD  | MSB                                               |
| DT0003443391 | CHECK DATE: 08/18/2020                      | 07/31/2020 | 081820    | 334447  | 178.32      | 08/30/2020 | INV  | PD  | FIRE STATION                                      |
| DT0003443392 | CHECK DATE: 08/18/2020                      | 07/31/2020 | 081820    | 334447  | 488.21      | 08/30/2020 | INV  | PD  | CITY HALL                                         |
| DT0003443393 |                                             | 07/31/2020 | 081820    | 334447  | 213.42      | 08/30/2020 | INV  | PD  | ATHLETIC PARK                                     |





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| CHECK DATE: 08/18/2020                          |      |            |           |         |             |            |      |     |                           |
| DT0003443394                                    |      | 07/31/2020 | 081820    | 334447  | 264.42      | 08/30/2020 | INV  | PD  | LION'S PARK               |
| CHECK DATE: 08/18/2020                          |      |            |           |         |             |            |      |     |                           |
| DT0003443395                                    |      | 07/31/2020 | 081820    | 334447  | 173.98      | 08/30/2020 | INV  | PD  | VETERAN'S PARK            |
| CHECK DATE: 08/18/2020                          |      |            |           |         |             |            |      |     |                           |
| DT0003443396                                    |      | 07/31/2020 | 081820    | 334447  | 147.42      | 08/30/2020 | INV  | PD  | COMMUNITY PARK            |
| CHECK DATE: 08/18/2020                          |      |            |           |         |             |            |      |     |                           |
| DT0003443397                                    |      | 07/31/2020 | 081820    | 334447  | 133.38      | 08/30/2020 | INV  | PD  | MCKNIGHT PARK             |
| CHECK DATE: 08/18/2020                          |      |            |           |         |             |            |      |     |                           |
|                                                 |      |            |           |         | 2,782.60    |            |      |     |                           |
| 102657 ENERGY MANAGEMENT SOLUTIONS INC          |      |            |           |         |             |            |      |     |                           |
| 9951                                            |      | 08/01/2020 | 081820    | 334448  | 6,973.95    | 09/05/2020 | INV  | PD  | AUGUST MONTHLY RETAINER   |
| CHECK DATE: 08/18/2020                          |      |            |           |         |             |            |      |     |                           |
| 109044 EQUIPMENT MANAGEMENT COMPANY             |      |            |           |         |             |            |      |     |                           |
| 57854                                           |      | 08/06/2020 | 081820    | 334449  | 667.00      | 09/05/2020 | INV  | PD  | REPAIR EXTRACTION TOOLS-F |
| CHECK DATE: 08/18/2020                          |      |            |           |         |             |            |      |     |                           |
| 103643 EROSION PRODUCTS LLC                     |      |            |           |         |             |            |      |     |                           |
| 8156                                            |      | 07/16/2020 | 081820    | 334450  | 116.00      | 08/16/2020 | INV  | PD  | TC EROSION BLANKET        |
| CHECK DATE: 08/18/2020                          |      |            |           |         |             |            |      |     |                           |
| 8299                                            |      | 08/03/2020 | 081820    | 334450  | 33.00       | 09/03/2020 | INV  | PD  | EROSION BLANKET STAPLES   |
| CHECK DATE: 08/18/2020                          |      |            |           |         |             |            |      |     |                           |
|                                                 |      |            |           |         | 149.00      |            |      |     |                           |
| 100617 ESCH CONSTRUCTION SUPPLY INC             |      |            |           |         |             |            |      |     |                           |
| 628802                                          |      | 07/27/2020 | 081820    | 334451  | 310.00      | 08/27/2020 | INV  | PD  | DIAMOND BLADE FOR CONCRET |
| CHECK DATE: 08/18/2020                          |      |            |           |         |             |            |      |     |                           |
| 100619 ESS BROTHERS & SONS INC                  |      |            |           |         |             |            |      |     |                           |
| AA6191                                          |      | 07/28/2020 | 081820    | 334452  | 1,430.00    | 08/28/2020 | INV  | PD  | CATCH BASIN REPLACEMENT C |
| CHECK DATE: 08/18/2020                          |      |            |           |         |             |            |      |     |                           |
| 105728 FIDELITY SECURITY LIFE INSURANCE COMPANY |      |            |           |         |             |            |      |     |                           |
| 164432315                                       |      | 07/24/2020 | 080420-2  | 334384  | 654.49      | 08/24/2020 | INV  | PD  | AUG EMP INS PREM-VISION   |
| CHECK DATE: 08/04/2020                          |      |            |           |         |             |            |      |     |                           |



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|------------------------------|--------|------------|-----------|---------|-------------|------------|------|-----|---------------------------|
| 100655 FERRELLGAS 7780961    |        |            |           |         |             |            |      |     |                           |
| 1112334430                   |        | 07/15/2020 | 081820    | 334453  | 91.70       | 08/15/2020 | INV  | PD  | PROPANE FORKLIFT          |
| CHECK DATE: 08/18/2020       |        |            |           |         |             |            |      |     |                           |
| 1112454735                   |        | 07/29/2020 | 081820    | 334453  | 133.24      | 08/29/2020 | INV  | PD  | PROPANE FORKLIFT          |
| CHECK DATE: 08/18/2020       |        |            |           |         |             |            |      |     |                           |
|                              |        |            |           |         | 224.94      |            |      |     |                           |
| 100660 FINANCE & COMMERCE    |        |            |           |         |             |            |      |     |                           |
| 744764497                    |        | 07/16/2020 | 081820    | 334454  | 190.45      | 08/13/2020 | INV  | PD  | BID FOR PAR 30 IMPROVEMEN |
| CHECK DATE: 08/18/2020       |        |            |           |         |             |            |      |     |                           |
| 100673 FLEETPRIDE INC        |        |            |           |         |             |            |      |     |                           |
| 56066004                     |        | 07/23/2020 | 081820    | 334455  | 196.72      | 08/23/2020 | INV  | PD  | #312 FIRE AXLE SLACK ADJU |
| CHECK DATE: 08/18/2020       |        |            |           |         |             |            |      |     |                           |
| 56274531                     |        | 07/27/2020 | 081820    | 334455  | 297.90      | 08/27/2020 | INV  | PD  | UNIT #312 ENGINE 11       |
| CHECK DATE: 08/18/2020       |        |            |           |         |             |            |      |     |                           |
|                              |        |            |           |         | 494.62      |            |      |     |                           |
| 106486 FLOYD TOTAL SECURITY  |        |            |           |         |             |            |      |     |                           |
| 1371936                      |        | 07/28/2020 | 081820    | 334456  | 209.28      | 08/28/2020 | INV  | PD  | NEW DOOR LOCK BOOSTER STA |
| CHECK DATE: 08/18/2020       |        |            |           |         |             |            |      |     |                           |
| 100693 FS3 INC               |        |            |           |         |             |            |      |     |                           |
| 68209                        | 200148 | 08/03/2020 | 081820    | 334457  | 14,595.00   | 09/02/2020 | INV  | PD  | CONDUIT (8000)2"CONT, (60 |
| CHECK DATE: 08/18/2020       |        |            |           |         |             |            |      |     |                           |
| 109014 GOBLISH, ROBIN        |        |            |           |         |             |            |      |     |                           |
| 30723                        |        | 07/30/2020 | 081820    | 334458  | 360.26      | 08/30/2020 | INV  | PD  | CREDIT BALANCE REFUND-111 |
| CHECK DATE: 08/18/2020       |        |            |           |         |             |            |      |     |                           |
| 101463 GOPHER STATE ONE CALL |        |            |           |         |             |            |      |     |                           |
| 0070279                      |        | 07/31/2020 | 081820    | 334459  | 699.30      | 08/30/2020 | INV  | PD  | JULY LOCATES              |
| CHECK DATE: 08/18/2020       |        |            |           |         |             |            |      |     |                           |
| 100759 GRAINGER              |        |            |           |         |             |            |      |     |                           |
| 9595312654                   |        | 07/20/2020 | 081820    | 334460  | 174.04      | 08/19/2020 | INV  | PD  | PARTS FOR EXHAUST FAN (FI |
| CHECK DATE: 08/18/2020       |        |            |           |         |             |            |      |     |                           |





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| 100785 HACH COMPANY           |            |            |           |         |             |            |      |     |                           |
| 12051015                      |            | 07/24/2020 | 081820    | 334461  | 1,696.83    | 08/24/2020 | INV  | PD  | WTP CHEMICALS             |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 12052160                      |            | 07/27/2020 | 081820    | 334461  | 84.30       | 08/27/2020 | INV  | PD  | WTP NITRITE               |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 2179904                       |            | 07/13/2020 | 081820    | 334461  | -457.00     | 08/13/2020 | CRM  | PD  | RETURN OF CHLORINE TESTER |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
|                               |            |            |           |         | 1,324.13    |            |      |     |                           |
| 106812 HAWK ANALYTICS INC     |            |            |           |         |             |            |      |     |                           |
| INV23610                      |            | 08/03/2020 | 081820    | 334462  | 2,495.00    | 08/25/2020 | INV  | PD  | CellHawk Subscription     |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 100810 HAWKINS INC            |            |            |           |         |             |            |      |     |                           |
| 4760359                       |            | 07/24/2020 | 081820    | 334463  | 10.00       | 09/07/2020 | INV  | PD  | DEMURRAGE                 |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 4765681                       |            | 07/31/2020 | 081820    | 334463  | 4,284.16    | 09/14/2020 | INV  | PD  | WTP CHEMICALS             |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
|                               |            |            |           |         | 4,294.16    |            |      |     |                           |
| 100848 HIGH TECH CLEANING INC |            |            |           |         |             |            |      |     |                           |
| 13876A                        |            | 07/29/2020 | 081820    | 334464  | 912.69      | 08/29/2020 | INV  | PD  | TC WINDOW CLEANING        |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 15951                         |            | 07/31/2020 | 081820    | 334464  | 308.78      | 09/02/2020 | INV  | PD  | FD CLEANING SUPPLIES      |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 15952                         |            | 07/31/2020 | 081820    | 334464  | 949.92      | 08/30/2020 | INV  | PD  | CITY HALL CLEANING SUPPLI |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 15957                         |            | 08/01/2020 | 081820    | 334464  | 3,092.25    | 09/01/2020 | INV  | PD  | CITY HALL                 |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 15958                         |            | 08/01/2020 | 081820    | 334464  | 485.16      | 09/01/2020 | INV  | PD  | COMMUNITY ROOM - CLOVER R |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 15959                         |            | 08/01/2020 | 081820    | 334464  | 1,495.91    | 09/01/2020 | INV  | PD  | FIRE STATION              |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 15960                         |            | 08/01/2020 | 081820    | 334464  | 1,140.83    | 09/01/2020 | INV  | PD  | HISTORY CENTER            |
| CHECK DATE:                   | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 15961                         |            | 08/01/2020 | 081820    | 334464  | 202.15      | 09/01/2020 | INV  | PD  | IT DEPARTMENT             |



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| CHECK DATE: 08/18/2020                              |      |            |           |         |             |            |      |     |                           |
| 15962                                               |      | 08/01/2020 | 081820    | 334464  | 1,971.55    | 09/01/2020 | INV  | PD  | MSB                       |
| CHECK DATE: 08/18/2020                              |      |            |           |         |             |            |      |     |                           |
| 15963                                               |      | 08/01/2020 | 081820    | 334464  | 161.72      | 09/01/2020 | INV  | PD  | STANTEC BUILDING          |
| CHECK DATE: 08/18/2020                              |      |            |           |         |             |            |      |     |                           |
| 15964                                               |      | 08/01/2020 | 081820    | 334464  | 625.00      | 09/01/2020 | INV  | PD  | WTP                       |
| CHECK DATE: 08/18/2020                              |      |            |           |         |             |            |      |     |                           |
| 109031 DAWN D HOTALING                              |      |            |           |         | 11,345.96   |            |      |     |                           |
| 060359                                              |      | 08/10/2020 | 081820    | 334465  | 81.32       | 09/10/2020 | INV  | PD  | NAMETAGS-TC               |
| CHECK DATE: 08/18/2020                              |      |            |           |         |             |            |      |     |                           |
| 100878 HUEBSCH                                      |      |            |           |         |             |            |      |     |                           |
| 84176/JUL2020                                       |      | 07/31/2020 | 081820    | 334466  | 1,929.65    | 08/10/2020 | INV  | PD  | JUL RUG/MAT SVC           |
| CHECK DATE: 08/18/2020                              |      |            |           |         |             |            |      |     |                           |
| 108162 HYDRO-DESIGNS INC                            |      |            |           |         |             |            |      |     |                           |
| 0058085-IN                                          |      | 07/31/2020 | 081820    | 334467  | 648.58      | 08/30/2020 | INV  | PD  | DEVICE TEST MGT JULY (RPZ |
| CHECK DATE: 08/18/2020                              |      |            |           |         |             |            |      |     |                           |
| 100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP |      |            |           |         |             |            |      |     |                           |
| 2020/0731-ICMA                                      |      | 07/31/2020 | 073120    | 334380  | 4,839.84    | 07/31/2020 | INV  | PD  | PR 07/31/20 457 & Roth Co |
| CHECK DATE: 07/31/2020                              |      |            |           |         |             |            |      |     |                           |
| 104751 IMPACT MAILING OF MINNESOTA INC              |      |            |           |         |             |            |      |     |                           |
| 148505                                              |      | 08/05/2020 | 081820    | 334468  | 8,254.68    | 08/31/2020 | INV  | PD  | Jul Bills                 |
| CHECK DATE: 08/18/2020                              |      |            |           |         |             |            |      |     |                           |
| 109015 INCITTI, GREGORY                             |      |            |           |         |             |            |      |     |                           |
| 31242                                               |      | 07/30/2020 | 081820    | 334469  | 33.90       | 08/30/2020 | INV  | PD  | CREDIT BALANCE REFUND-116 |
| CHECK DATE: 08/18/2020                              |      |            |           |         |             |            |      |     |                           |
| 100919 INTEREUM INC                                 |      |            |           |         |             |            |      |     |                           |
| 172587                                              |      | 08/04/2020 | 081820    | 334470  | 923.78      | 09/03/2020 | INV  | PD  | TROY'S OFFICE CHAIR       |
| CHECK DATE: 08/18/2020                              |      |            |           |         |             |            |      |     |                           |





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|---------------------------------------------|------|------------|-----------|---------|-------------|------------|------|-----|---------------------------|
| 109034 JAKOBITZ, RYAN                       |      |            |           |         |             |            |      |     |                           |
| 243000240-2020                              |      | 08/07/2020 | 081820    | 334471  | 3,000.00    | 09/07/2020 | INV  | PD  | AUG REBATE-SOLAR PANELS   |
| CHECK DATE: 08/18/2020                      |      |            |           |         |             |            |      |     | PAYEE: JAKOBITZ, RYAN     |
| 100943 JEFFERSON FIRE & SAFETY INC          |      |            |           |         |             |            |      |     |                           |
| PB000349                                    |      | 08/05/2020 | 081820    | 334472  | 1,860.00    | 09/05/2020 | INV  | PD  | FOAM FOR FIRE TRUCKS      |
| CHECK DATE: 08/18/2020                      |      |            |           |         |             |            |      |     |                           |
| 108948 AUDRANN INC                          |      |            |           |         |             |            |      |     |                           |
| 1268027                                     |      | 08/03/2020 | 081820    | 334473  | 363.00      | 09/03/2020 | INV  | PD  | DAMPER MOTORS FOR TRUCK B |
| CHECK DATE: 08/18/2020                      |      |            |           |         |             |            |      |     |                           |
| 107614 KIESLER POLICE SUPPLY INC            |      |            |           |         |             |            |      |     |                           |
| IN141475                                    |      | 07/28/2020 | 081820    | 334474  | 229.00      | 08/27/2020 | INV  | PD  | Dept ammunition for peppe |
| CHECK DATE: 08/18/2020                      |      |            |           |         |             |            |      |     |                           |
| 101026 KWIK TRIP INC                        |      |            |           |         |             |            |      |     |                           |
| 143600101-2020                              |      | 08/07/2020 | 081820    | 334475  | 50.00       | 09/07/2020 | INV  | PD  | AUG REBATE-2 A/C TUNEUPS  |
| CHECK DATE: 08/18/2020                      |      |            |           |         |             |            |      |     |                           |
| 109024 LANE, TONY                           |      |            |           |         |             |            |      |     |                           |
| 2008304.002                                 |      | 07/28/2020 | 081820    | 334476  | 487.85      | 08/28/2020 | INV  | PD  | RFD-MEMBERSHIP CANCELLATI |
| CHECK DATE: 08/18/2020                      |      |            |           |         |             |            |      |     | PAYEE: LANE, TONY         |
| 101043 LANO EQUIPMENT INC                   |      |            |           |         |             |            |      |     |                           |
| 01-771452                                   |      | 08/05/2020 | 081820    | 334477  | 57.73       | 09/05/2020 | INV  | PD  | #125 STREET BPA-SEAL, DOO |
| CHECK DATE: 08/18/2020                      |      |            |           |         |             |            |      |     |                           |
| 107009 TRITECH SOFTWARE SYSTEMS             |      |            |           |         |             |            |      |     |                           |
| 287133                                      |      | 07/30/2020 | 081820    | 334478  | 6,360.00    | 08/29/2020 | INV  | PD  | LETG Server migration for |
| CHECK DATE: 08/18/2020                      |      |            |           |         |             |            |      |     |                           |
| 101057 LEAGUE OF MINNESOTA CITIES           |      |            |           |         |             |            |      |     |                           |
| 10002436/AUG20                              |      | 08/04/2020 | 081820    | 334479  | 90,893.00   | 09/01/2020 | INV  | PD  | WORKERS COMPENSATION INSU |
| CHECK DATE: 08/18/2020                      |      |            |           |         |             |            |      |     |                           |
| 103842 LOCAL GOVERNMENT INFORMATION SYSTEMS |      |            |           |         |             |            |      |     |                           |

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| INVOICE                                  | P.O. | INV DATE   | CHECK RUN | CHECK # | INVOICE NET | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION                                |
|------------------------------------------|------|------------|-----------|---------|-------------|------------|------|-----|----------------------------------------------------|
| 49082<br>CHECK DATE: 08/18/2020          |      | 08/01/2020 | 081820    | 334480  | 752.00      | 08/31/2020 | INV  | PD  | AUG SA SUPPORT                                     |
| 109025 LOVING, SHEILA                    |      |            |           |         |             |            |      |     |                                                    |
| 2008305.002<br>CHECK DATE: 08/18/2020    |      | 07/28/2020 | 081820    | 334481  | 116.28      | 08/28/2020 | INV  | PD  | RFD-MEMBERSHIP CANCELLATI<br>PAYEE: LOVING, SHEILA |
| 109017 M&N PROPERTIES                    |      |            |           |         |             |            |      |     |                                                    |
| 34216<br>CHECK DATE: 08/18/2020          |      | 07/30/2020 | 081820    | 334482  | 86.90       | 08/30/2020 | INV  | PD  | CREDIT BALANCE REFUND-115                          |
| 101124 MACQUEEN EQUIPMENT                |      |            |           |         |             |            |      |     |                                                    |
| P28818<br>CHECK DATE: 08/18/2020         |      | 07/21/2020 | 081820    | 334483  | 266.11      | 08/21/2020 | INV  | PD  | JETTING HEAD (SEWER)                               |
| P28917<br>CHECK DATE: 08/18/2020         |      | 07/27/2020 | 081820    | 334483  | 315.20      | 08/27/2020 | INV  | PD  | HYDRO EXCAVATING GUN                               |
| 109009 MANGEN, STEVE                     |      |            |           |         | 581.31      |            |      |     |                                                    |
| 10009318<br>CHECK DATE: 08/18/2020       |      | 07/30/2020 | 081820    | 334484  | 114.20      | 08/30/2020 | INV  | PD  | CREDIT BALANCE REFUND-658                          |
| 104521 MANGOLD GROUP LLC                 |      |            |           |         |             |            |      |     |                                                    |
| 17838<br>CHECK DATE: 08/18/2020          |      | 07/31/2020 | 081820    | 334485  | 2,040.00    | 08/30/2020 | INV  | PD  | JUL MAINT MT PLEASANT                              |
| 109013 MARTINSON, ALLEN                  |      |            |           |         |             |            |      |     |                                                    |
| 10015445<br>CHECK DATE: 08/18/2020       |      | 07/30/2020 | 081820    | 334486  | 19.74       | 08/30/2020 | INV  | PD  | CREDIT BALANCE REFUND-315                          |
| 109010 MASON, NICHOLAS                   |      |            |           |         |             |            |      |     |                                                    |
| 10012126<br>CHECK DATE: 08/18/2020       |      | 07/30/2020 | 081820    | 334487  | 102.04      | 08/30/2020 | INV  | PD  | CREDIT BALANCE REFUND-188                          |
| 103343 MCLAUGHLIN GORMLEY KING           |      |            |           |         |             |            |      |     |                                                    |
| 260200000-2020<br>CHECK DATE: 08/18/2020 |      | 08/07/2020 | 081820    | 334488  | 790.00      | 09/07/2020 | INV  | PD  | AUG REBATE-BUSINESS LIGHT                          |





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| INVOICE                                | P.O.       | INV DATE   | CHECK RUN | CHECK # | INVOICE NET | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION       |
|----------------------------------------|------------|------------|-----------|---------|-------------|------------|------|-----|---------------------------|
| 101183 METROPOLITAN COUNCIL            |            |            |           |         |             |            |      |     |                           |
| JUL 2020 SAC                           |            | 07/31/2020 | 081820    | 334489  | 24,601.50   | 08/31/2020 | INV  | PD  | JUL SAC CHARGES           |
| CHECK DATE:                            | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 101182 METROPOLITAN COUNCIL            |            |            |           |         |             |            |      |     |                           |
| 0001112834                             |            | 08/06/2020 | 081820    | 334490  | 222,961.60  | 09/01/2020 | INV  | PD  | SEP SEWER SERVICES FOR ME |
| CHECK DATE:                            | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 101187 METRO SALES INC                 |            |            |           |         |             |            |      |     |                           |
| INV1631409                             |            | 07/21/2020 | 081820    | 334491  | 426.07      | 08/20/2020 | INV  | PD  | RICOH MP COPIER USAGE     |
| CHECK DATE:                            | 08/18/2020 |            |           |         |             |            |      |     |                           |
| INV1633398                             |            | 07/24/2020 | 081820    | 334491  | 159.00      | 08/23/2020 | INV  | PD  | AUG FD COPIER             |
| CHECK DATE:                            | 08/18/2020 |            |           |         |             |            |      |     |                           |
| INV1635651                             |            | 07/28/2020 | 081820    | 334491  | 132.53      | 08/27/2020 | INV  | PD  | TC COPIER SEMI-ANNUAL CON |
| CHECK DATE:                            | 08/18/2020 |            |           |         |             |            |      |     |                           |
| INV1640861                             |            | 08/05/2020 | 081820    | 334491  | 197.00      | 09/04/2020 | INV  | PD  | Contract Invoice-PD       |
| CHECK DATE:                            | 08/18/2020 |            |           |         |             |            |      |     |                           |
|                                        |            |            |           |         | 914.60      |            |      |     |                           |
| 101196 MID COUNTY COOP #122622         |            |            |           |         |             |            |      |     |                           |
| 39587                                  |            | 07/22/2020 | 081820    | 334492  | 535.18      | 08/30/2020 | INV  | PD  | 240 GLS GAS-TC            |
| CHECK DATE:                            | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 39588                                  |            | 07/22/2020 | 081820    | 334492  | 429.14      | 08/30/2020 | INV  | PD  | 241 GLS DIESEL-TC         |
| CHECK DATE:                            | 08/18/2020 |            |           |         |             |            |      |     |                           |
|                                        |            |            |           |         | 964.32      |            |      |     |                           |
| 101204 MIDWEST PLAYSCAPES INC          |            |            |           |         |             |            |      |     |                           |
| 8790                                   |            | 07/21/2020 | 081820    | 334493  | 1,623.16    | 08/21/2020 | INV  | PD  | SEE-SAW FOR KELZER PARK   |
| CHECK DATE:                            | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 105998 MILBANK WINWATER WORKS          |            |            |           |         |             |            |      |     |                           |
| 165712 00                              | 200152     | 08/06/2020 | 081820    | 334494  | 6,448.86    | 09/05/2020 | INV  | PD  | WATER STOCK 3/4" SSM METE |
| CHECK DATE:                            | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 101217 MINNESOTA CHILD SUPPORT PMT CTR |            |            |           |         |             |            |      |     |                           |
| PR073120#0014172152                    |            | 07/31/2020 | 073120    | 334382  | 195.66      | 07/31/2020 | INV  | PD  | 073120 Payroll - Child Su |



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| CHECK DATE: 07/31/2020                       |      |            |           |         |             |            |      |     |                           |
| PR073120001510208001                         |      | 07/31/2020 | 073120    | 334381  | 179.04      | 07/31/2020 | INV  | PD  | 073120 Payroll - Child Su |
| CHECK DATE: 07/31/2020                       |      |            |           |         |             |            |      |     |                           |
|                                              |      |            |           |         | 374.70      |            |      |     |                           |
| 101227 MINNESOTA ELEVATOR INC                |      |            |           |         |             |            |      |     |                           |
| 866380                                       |      | 08/03/2020 | 081820    | 334495  | 394.10      | 09/03/2020 | INV  | PD  | Aug CCC Elevator Contract |
| CHECK DATE: 08/18/2020                       |      |            |           |         |             |            |      |     |                           |
| 101236 MINNESOTA GOLF ASSOCIATION INC        |      |            |           |         |             |            |      |     |                           |
| 5109833                                      |      | 07/24/2020 | 081820    | 334496  | 3,330.00    | 08/31/2020 | INV  | PD  | HANDICAP FEES             |
| CHECK DATE: 08/18/2020                       |      |            |           |         |             |            |      |     |                           |
| 101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE |      |            |           |         |             |            |      |     |                           |
| 107050711/JUL20                              |      | 07/27/2020 | 081320    | 334391  | 783.31      | 08/22/2020 | INV  | PD  | JUL ST LITES-TOWN COURSE  |
| CHECK DATE: 08/13/2020                       |      |            |           |         |             |            |      |     |                           |
| 121770311/JUL20                              |      | 07/27/2020 | 081320    | 334391  | 34.22       | 08/22/2020 | INV  | PD  | JUL 4255 CREEK RD         |
| CHECK DATE: 08/13/2020                       |      |            |           |         |             |            |      |     |                           |
|                                              |      |            |           |         | 817.53      |            |      |     |                           |
| 105308 MINNESOTA VALLEY UTILITY SERVICES LLC |      |            |           |         |             |            |      |     |                           |
| 1270                                         |      | 03/31/2020 | 080720    | 334387  | 1,675.00    | 04/30/2020 | INV  | PD  | GENERAL ENGINEERING FOR M |
| CHECK DATE: 08/07/2020                       |      |            |           |         |             |            |      |     |                           |
| 101341 MINNESOTA DEPT OF LABOR & INDUSTRY    |      |            |           |         |             |            |      |     |                           |
| JULY0190352020                               |      | 07/31/2020 | 081820    | 334497  | 3,193.25    | 08/31/2020 | INV  | PD  | JUL PERMIT SURCHARGES     |
| CHECK DATE: 08/18/2020                       |      |            |           |         |             |            |      |     |                           |
| 101351 MN DEPARTMENT OF TRANSPORTATION       |      |            |           |         |             |            |      |     |                           |
| P00010066                                    |      | 02/06/2019 | 081820    | 334498  | 1,942.31    | 09/10/2020 | INV  | PD  | INTERCHANGE-JOB COST TRAN |
| CHECK DATE: 08/18/2020                       |      |            |           |         |             |            |      |     |                           |
| 105853 MOR GOLF AND UTILITY INC              |      |            |           |         |             |            |      |     |                           |
| 19363                                        |      | 07/16/2020 | 081820    | 334499  | 70.16       | 08/16/2020 | INV  | PD  | BRUSHES FOR CARRY-ALL-TC  |
| CHECK DATE: 08/18/2020                       |      |            |           |         |             |            |      |     |                           |
| 19662                                        |      | 07/29/2020 | 081820    | 334499  | 128.56      | 08/29/2020 | INV  | PD  | BEVERAGE CART PARTS       |
| CHECK DATE: 08/18/2020                       |      |            |           |         |             |            |      |     |                           |



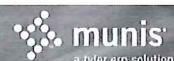


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| INVOICE                              | P.O. | INV DATE   | CHECK RUN | CHECK # | INVOICE NET | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION       |
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| 101320 MORRIS ELECTRONICS INC        |      |            |           |         | 198.72      |            |      |     |                           |
| 20157300<br>CHECK DATE: 08/18/2020   |      | 05/04/2020 | 081820    | 334500  | 240.00      | 09/04/2020 | INV  | PD  | IT CONSULT-PD NETWORK     |
| 20157355<br>CHECK DATE: 08/18/2020   |      | 05/08/2020 | 081820    | 334500  | 560.00      | 09/04/2020 | INV  | PD  | IT CONSULT-PD NETWORK     |
| 20157376<br>CHECK DATE: 08/18/2020   |      | 05/11/2020 | 081820    | 334500  | 80.00       | 09/04/2020 | INV  | PD  | IT CONSULT-PD NETWORK     |
| 20157411<br>CHECK DATE: 08/18/2020   |      | 05/13/2020 | 081820    | 334500  | 120.00      | 09/04/2020 | INV  | PD  | IT CONSULT-PD NETWORK     |
| 103088 SID TOOL CO INC               |      |            |           |         | 1,000.00    |            |      |     |                           |
| 3988114001<br>CHECK DATE: 08/18/2020 |      | 07/22/2020 | 081820    | 334501  | 993.31      | 08/22/2020 | INV  | PD  | WM SUPPLIES               |
| 101356 MTI DISTRIBUTING INC #31380   |      |            |           |         |             |            |      |     |                           |
| 1269238-00<br>CHECK DATE: 08/18/2020 |      | 07/23/2020 | 081820    | 334502  | 120.56      | 08/23/2020 | INV  | PD  | PARK MOWER PARTS          |
| 1269603-00<br>CHECK DATE: 08/18/2020 |      | 07/27/2020 | 081820    | 334502  | 96.58       | 08/27/2020 | INV  | PD  | TC WORKMAN REPAIR         |
| 1269613-00<br>CHECK DATE: 08/18/2020 |      | 07/28/2020 | 081820    | 334502  | 776.81      | 08/28/2020 | INV  | PD  | TC WORKMAN REPAIR         |
| 1270346-00<br>CHECK DATE: 08/18/2020 |      | 07/29/2020 | 081820    | 334502  | 246.87      | 08/29/2020 | INV  | PD  | #243 PARK PARTS           |
| 101354 MTI DISTRIBUTING INC #700767  |      |            |           |         | 1,240.82    |            |      |     |                           |
| 1267652-00<br>CHECK DATE: 08/18/2020 |      | 07/17/2020 | 081820    | 334503  | 257.79      | 08/17/2020 | INV  | PD  | VOLTAGE RELAY FOR GRINDER |
| 1269465-00<br>CHECK DATE: 08/18/2020 |      | 07/24/2020 | 081820    | 334503  | 236.15      | 08/24/2020 | INV  | PD  | VALVE                     |
| 1269472-00<br>CHECK DATE: 08/18/2020 |      | 07/24/2020 | 081820    | 334503  | 436.05      | 08/24/2020 | INV  | PD  | GRINDING STONE            |
| 101365 STAR GROUP LLC                |      |            |           |         | 929.99      |            |      |     |                           |



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| 4472/JUL2020<br>CHECK DATE: 08/13/2020   |      | 07/31/2020 | 081320    | 334392  | 2,034.25    | 08/10/2020 | INV  | PD  | JUL PARTS & SUPPLIES                              |
| 106198 NAVIANT INC                       |      |            |           |         |             |            |      |     |                                                   |
| 0141085-IN<br>CHECK DATE: 08/18/2020     |      | 08/03/2020 | 081820    | 334504  | 2,955.00    | 09/03/2020 | INV  | PD  | JUL ONBASE HOSTING FEE                            |
| 109028 NGUYEN, MAILY                     |      |            |           |         |             |            |      |     |                                                   |
| 2008310.002<br>CHECK DATE: 08/18/2020    |      | 07/29/2020 | 081820    | 334505  | 131.00      | 08/29/2020 | INV  | PD  | RFD-MEMBERSHIP CANCELLATI<br>PAYEE: NGUYEN, MAILY |
| 102654 NORTH AMERICAN SAFETY INC         |      |            |           |         |             |            |      |     |                                                   |
| INV52430<br>CHECK DATE: 08/18/2020       |      | 07/29/2020 | 081820    | 334506  | 420.00      | 08/29/2020 | INV  | PD  | (120) CANS OF LOCATING PA                         |
| 104960 NORTHERN SALT INC                 |      |            |           |         |             |            |      |     |                                                   |
| 19900<br>CHECK DATE: 08/18/2020          |      | 07/29/2020 | 081820    | 334507  | 8,647.87    | 08/29/2020 | INV  | PD  | DUSTCOATING 82ND & MCNIGH                         |
| 101436 NUCO2 INC                         |      |            |           |         |             |            |      |     |                                                   |
| 63549348<br>CHECK DATE: 08/18/2020       |      | 08/01/2020 | 081820    | 334508  | 169.56      | 09/01/2020 | INV  | PD  | Pool Chemicals                                    |
| 101470 O'REILLY AUTOMOTIVE STORES INC    |      |            |           |         |             |            |      |     |                                                   |
| 556275/JUL2020<br>CHECK DATE: 08/13/2020 |      | 07/28/2020 | 081320    | 334393  | 1,231.07    | 08/20/2020 | INV  | PD  | JUL PARTS & SUPPLIES                              |
| 101445 OFFICE DEPOT                      |      |            |           |         |             |            |      |     |                                                   |
| 106903827001<br>CHECK DATE: 08/18/2020   |      | 07/24/2020 | 081820    | 334509  | 7.82        | 08/29/2020 | INV  | PD  | Staples for the work room                         |
| 106914875001<br>CHECK DATE: 08/18/2020   |      | 07/24/2020 | 081820    | 334509  | 272.69      | 08/29/2020 | INV  | PD  | Electric Optima Stapler f                         |
| 107555284001<br>CHECK DATE: 08/18/2020   |      | 07/17/2020 | 081820    | 334509  | 33.99       | 08/22/2020 | INV  | PD  | Date stamp for bldg insp-                         |
| 109866239001-1<br>CHECK DATE: 08/18/2020 |      | 07/30/2020 | 081820    | 334509  | 22.69       | 08/29/2020 | INV  | PD  | Perm Felt Tip Markers for                         |
| 109866239001-2                           |      | 07/30/2020 | 081820    | 334509  | 145.99      | 08/29/2020 | INV  | PD  | Toner Cartridge for Whitn                         |





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| INVOICE                                  | P.O. | INV DATE   | CHECK RUN | CHECK # | INVOICE NET | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION       |
|------------------------------------------|------|------------|-----------|---------|-------------|------------|------|-----|---------------------------|
| CHECK DATE: 08/18/2020                   |      |            |           |         |             |            |      |     |                           |
| 111027581001-1<br>CHECK DATE: 08/18/2020 |      | 07/28/2020 | 081820    | 334509  | 28.51       | 08/29/2020 | INV  | PD  | Knives for the breakroom  |
| 111027581001-2<br>CHECK DATE: 08/18/2020 |      | 07/28/2020 | 081820    | 334509  | 35.16       | 08/29/2020 | INV  | PD  | Post-it's for the workroo |
| 111127125001<br>CHECK DATE: 08/18/2020   |      | 07/29/2020 | 081820    | 334510  | 85.19       | 08/28/2020 | INV  | PD  | Forks, knives, spoons-PD  |
| 111701764001<br>CHECK DATE: 08/18/2020   |      | 07/30/2020 | 081820    | 334509  | 211.98      | 08/29/2020 | INV  | PD  | Toner for Whitney at home |
| 111702448001<br>CHECK DATE: 08/18/2020   |      | 07/29/2020 | 081820    | 334509  | 6.46        | 08/29/2020 | INV  | PD  | Staples for the workroom  |
| 111995067001<br>CHECK DATE: 08/18/2020   |      | 08/04/2020 | 081820    | 334509  | 56.31       | 09/05/2020 | INV  | PD  | Election-laminating pouch |
| 113067535001<br>CHECK DATE: 08/18/2020   |      | 08/04/2020 | 081820    | 334509  | 63.94       | 09/05/2020 | INV  | PD  | Black Ink for Vicki S pri |
| 113069898001-1<br>CHECK DATE: 08/18/2020 |      | 08/04/2020 | 081820    | 334509  | 9.27        | 09/05/2020 | INV  | PD  | Alphabet tabs for work ro |
| 113069898001-2<br>CHECK DATE: 08/18/2020 |      | 08/04/2020 | 081820    | 334509  | 45.48       | 09/05/2020 | INV  | PD  | Plates for the break room |
|                                          |      |            |           |         | 1,025.48    |            |      |     |                           |
| 109018 OPENDOOR LABS INC                 |      |            |           |         |             |            |      |     |                           |
| 33053<br>CHECK DATE: 08/18/2020          |      | 07/30/2020 | 081820    | 334511  | 31.65       | 08/30/2020 | INV  | PD  | CREDIT BALANCE REFUND-274 |
| 33053-2<br>CHECK DATE: 08/18/2020        |      | 07/30/2020 | 081820    | 334511  | 68.30       | 08/30/2020 | INV  | PD  | CREDIT BALANCE REFUND-635 |
|                                          |      |            |           |         | 99.95       |            |      |     |                           |
| 109040 OSTLIE, MARK W                    |      |            |           |         |             |            |      |     |                           |
| 10002293<br>CHECK DATE: 08/18/2020       |      | 08/11/2020 | 081820    | 334512  | 314.39      | 09/11/2020 | INV  | PD  | CREDIT BALANCE REFUND-398 |
| 101484 PAPCO INC                         |      |            |           |         |             |            |      |     |                           |
| 217494<br>CHECK DATE: 08/18/2020         |      | 08/03/2020 | 081820    | 334513  | 334.33      | 09/03/2020 | INV  | PD  | Battery for Autosweeper-C |
| 101492 PAUL BAERTSCHI                    |      |            |           |         |             |            |      |     |                           |



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| 80925                               |      | 07/31/2020 | 081820    | 334514  | 170.00 08/31/2020    | INV  | PD  | MN Police Briefs Subscrip |
| CHECK DATE: 08/18/2020              |      |            |           |         |                      |      |     |                           |
| 108564 PERSONNEL EVALUATION INC     |      |            |           |         |                      |      |     |                           |
| 37279                               |      | 07/31/2020 | 081820    | 334515  | 20.00 08/21/2020     | INV  | PD  | New Hire Personnel Eval-B |
| CHECK DATE: 08/18/2020              |      |            |           |         |                      |      |     |                           |
| 106390 PETERSON COMPANIES           |      |            |           |         |                      |      |     |                           |
| 43119                               |      | 07/24/2020 | 081820    | 334516  | 166.26 08/23/2020    | INV  | PD  | PRESSURE TRANSDUCER IRR F |
| CHECK DATE: 08/18/2020              |      |            |           |         |                      |      |     |                           |
| 101522 THE PGA OF AMERICA           |      |            |           |         |                      |      |     |                           |
| 80891                               |      | 07/01/2020 | 081820    | 334517  | 161.00 10/31/2020    | INV  | PD  | PGA NATIONAL DUES-KELLIN  |
| CHECK DATE: 08/18/2020              |      |            |           |         |                      |      |     |                           |
| 80892                               |      | 07/01/2020 | 081820    | 334517  | 250.00 10/31/2020    | INV  | PD  | PGA SECTIONAL DUES-KELLIN |
| CHECK DATE: 08/18/2020              |      |            |           |         |                      |      |     |                           |
|                                     |      |            |           |         | 411.00               |      |     |                           |
| 101535 PITNEY BOWES INC             |      |            |           |         |                      |      |     |                           |
| 1016072187                          |      | 07/21/2020 | 081820    | 334518  | 364.21 08/20/2020    | INV  | PD  | Ink and sealer for postag |
| CHECK DATE: 08/18/2020              |      |            |           |         |                      |      |     |                           |
| 101557 POWER SYSTEM ENGINEERING INC |      |            |           |         |                      |      |     |                           |
| 9034363                             |      | 08/10/2020 | 081820    | 334519  | 16,946.50 09/10/2020 | INV  | PD  | MN RIVER 11KV BREAKER ADD |
| CHECK DATE: 08/18/2020              |      |            |           |         |                      |      |     |                           |
| 104479 PRIME COLLEGE PAINTERS INC   |      |            |           |         |                      |      |     |                           |
| 200719                              |      | 07/19/2020 | 081820    | 334520  | 195.00 08/19/2020    | INV  | PD  | WO#749 609 7TH ST - REPAI |
| CHECK DATE: 08/18/2020              |      |            |           |         |                      |      |     |                           |
| 101576 KENNETH F FORNER             |      |            |           |         |                      |      |     |                           |
| 20205467                            |      | 08/01/2020 | 081820    | 334521  | 86.00 08/26/2020     | INV  | PD  | PD badge decal at CCC off |
| CHECK DATE: 08/18/2020              |      |            |           |         |                      |      |     |                           |
| 103055 QUALITY PROPANE INC          |      |            |           |         |                      |      |     |                           |
| 202635                              |      | 07/27/2020 | 081820    | 334522  | 86.52 08/26/2020     | INV  | PD  | LP Gas-CCC                |
| CHECK DATE: 08/18/2020              |      |            |           |         |                      |      |     |                           |





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| 202685                                    |        | 08/03/2020 | 081820    | 334522  | 85.30 09/02/2020     | INV  | PD  | LP Gas-CCC                 |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
|                                           |        |            |           |         | 171.82               |      |     |                            |
| 107855 STAPLES INC                        |        |            |           |         |                      |      |     |                            |
| 9111506-1                                 |        | 07/30/2020 | 081820    | 334523  | 7.98 08/29/2020      | INV  | PD  | Staples for the work room  |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
| 9111506-2                                 |        | 07/30/2020 | 081820    | 334523  | 95.99 08/29/2020     | INV  | PD  | Toner for Whitney's at ho  |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
| 9146740-1                                 |        | 07/31/2020 | 081820    | 334523  | 37.23 08/30/2020     | INV  | PD  | Ink Cartridge for Vicki's  |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
| 9146740-2                                 |        | 07/31/2020 | 081820    | 334523  | 30.34 08/30/2020     | INV  | PD  | Note pads for work room    |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
| 9272339                                   |        | 08/05/2020 | 081820    | 334523  | 27.99 09/04/2020     | INV  | PD  | 6 X 9 self stick envelope  |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
| 9349990                                   |        | 08/07/2020 | 081820    | 334523  | 19.99 09/06/2020     | INV  | PD  | Command Strips for work r  |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
| 9446167                                   |        | 08/11/2020 | 081820    | 334523  | 28.09 09/10/2020     | INV  | PD  | Ink Cartridge for Denise   |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
| 9453752                                   |        | 08/11/2020 | 081820    | 334523  | 55.98 09/10/2020     | INV  | PD  | Ink Cartridges for Joyce   |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
|                                           |        |            |           |         | 303.59               |      |     |                            |
| 101684 R & R SPECIALTIES OF WISCONSIN INC |        |            |           |         |                      |      |     |                            |
| 0070746-IN                                |        | 07/27/2020 | 081820    | 334524  | 113.80 08/27/2020    | INV  | PD  | Resurfacers Blade Sharpeni |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
| 101638 RURAL ELECTRIC SUPPLY COOPERATIVE  |        |            |           |         |                      |      |     |                            |
| 792543-00                                 |        | 08/04/2020 | 081820    | 334525  | 831.60 09/04/2020    | INV  | PD  | (12) RATCHETING ALLEN WRE  |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
| 794356-00                                 | 200149 | 07/31/2020 | 081820    | 334525  | 782.64 08/30/2020    | INV  | PD  | (24)CONNECT TRANS, (24)CON |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
| 794357-00                                 | 200149 | 07/31/2020 | 081820    | 334525  | 445.92 08/30/2020    | INV  | PD  | (24)CONNECT TRANS, (24)CON |
| CHECK DATE: 08/18/2020                    |        |            |           |         |                      |      |     |                            |
|                                           |        |            |           |         | 2,060.16             |      |     |                            |
| 107697 RIVERS EDGE CONCRETE LLC           |        |            |           |         |                      |      |     |                            |
| C2216662                                  |        | 07/21/2020 | 081820    | 334526  | 1,186.00 08/21/2020  | INV  | PD  | CURB REPLACEMENT VALLEY V  |

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| CHECK DATE: 08/18/2020         |      |            |           |         |             |            |      |     |                           |
| 101668 ROBBS ELECTRIC INC      |      |            |           |         |             |            |      |     |                           |
| 35842                          |      | 06/01/2020 | 081820    | 334585  | 331.57      | 07/01/2020 | INV  | PD  | MOVED OUTLETS IN GYM AREA |
| CHECK DATE: 08/18/2020         |      |            |           |         |             |            |      |     |                           |
| 103251 ROBERT THOMAS HOMES INC |      |            |           |         |             |            |      |     |                           |
| 4348                           |      | 08/06/2020 | 081820    | 334528  | 750.00      | 09/06/2020 | INV  | PD  | BLDR DEP RFD-4348 MILLSTO |
| CHECK DATE: 08/18/2020         |      |            |           |         |             |            |      |     |                           |
| 6430                           |      | 08/06/2020 | 081820    | 334528  | 750.00      | 09/06/2020 | INV  | PD  | BLDR DEP RFD-6430 TIMBER  |
| CHECK DATE: 08/18/2020         |      |            |           |         |             |            |      |     |                           |
|                                |      |            |           |         | 1,500.00    |            |      |     |                           |
| 101673 ROCHESTER MIDLAND CORP  |      |            |           |         |             |            |      |     |                           |
| INV00203783                    |      | 07/25/2020 | 081820    | 334529  | 56.79       | 08/24/2020 | INV  | PD  | FIREMAN'S PARK SERVICE    |
| CHECK DATE: 08/18/2020         |      |            |           |         |             |            |      |     |                           |
| 109023 ROONEY, DONNIE          |      |            |           |         |             |            |      |     |                           |
| 2008301.002                    |      | 07/27/2020 | 081820    | 334530  | 107.38      | 08/27/2020 | INV  | PD  | REFUND ACCOUNT BALANCE    |
| CHECK DATE: 08/18/2020         |      |            |           |         |             |            |      |     |                           |
| 101696 RYAN CONTRACTING CO     |      |            |           |         |             |            |      |     |                           |
| 52492100-1                     |      | 08/05/2020 | 081820    | 334531  | 175,160.17  | 09/05/2020 | INV  | PD  | 2020 DT RECONSTRUCTION    |
| CHECK DATE: 08/18/2020         |      |            |           |         |             |            |      |     |                           |
| 101703 SALVATION ARMY          |      |            |           |         |             |            |      |     |                           |
| JUL/20 HS                      |      | 08/11/2020 | 081820    | 334532  | 131.00      | 09/11/2020 | INV  | PD  | JUL HEAT SHARE CONTRIBUTI |
| CHECK DATE: 08/18/2020         |      |            |           |         |             |            |      |     |                           |
| 109011 SANBORN, EUGENE         |      |            |           |         |             |            |      |     |                           |
| 10013499                       |      | 07/30/2020 | 081820    | 334533  | 67.47       | 08/30/2020 | INV  | PD  | CREDIT BALANCE REFUND-984 |
| CHECK DATE: 08/18/2020         |      |            |           |         |             |            |      |     |                           |
| 101716 SB CHASKA PARTNERS LLC  |      |            |           |         |             |            |      |     |                           |
| 31                             |      | 08/01/2020 | 081820    | 334534  | 90,028.24   | 08/27/2020 | INV  | PD  | PAYGO NOTE PMT 31-CHASKA  |
| CHECK DATE: 08/18/2020         |      |            |           |         |             |            |      |     |                           |





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|------------------------------------------------|------------|------------|-----------|---------|-------------|------------|------|-----|---------------------------|
| 101738 SCHILLING SUPPLY COMPANY                |            |            |           |         |             |            |      |     |                           |
| 771695-00                                      |            | 08/03/2020 | 081820    | 334535  | 1,032.00    | 09/03/2020 | INV  | PD  | Electrostatic Sprayer & D |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 786238-00                                      |            | 08/03/2020 | 081820    | 334535  | 1,103.05    | 09/03/2020 | INV  | PD  | Cleaning Supplies-CCC     |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 786238-01                                      |            | 08/05/2020 | 081820    | 334535  | 100.70      | 09/05/2020 | INV  | PD  | Cleaning Supplies-CCC     |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |
|                                                |            |            |           |         | 2,235.75    |            |      |     |                           |
| 103545 SEWER SERVICES INC                      |            |            |           |         |             |            |      |     |                           |
| I4809                                          |            | 08/03/2020 | 081820    | 334536  | 387.98      | 09/03/2020 | INV  | PD  | 1 LOAD PUMPED-TC          |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 101775 THE SHERWIN-WILLIAMS COMPANY-CHANHASSEN |            |            |           |         |             |            |      |     |                           |
| 0402-0                                         |            | 07/30/2020 | 081820    | 334537  | 126.59      | 08/20/2020 | INV  | PD  | SEAL BRICK/STONE CITY HAL |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 1370-4                                         |            | 08/05/2020 | 081820    | 334537  | 45.21       | 09/20/2020 | INV  | PD  | WM ARBOR PARK             |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 9912-9                                         |            | 07/22/2020 | 081820    | 334537  | 26.95       | 08/20/2020 | INV  | PD  | SEALER EXTERIOR CITY HALL |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |
|                                                |            |            |           |         | 198.75      |            |      |     |                           |
| 104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC    |            |            |           |         |             |            |      |     |                           |
| 101786880-001                                  |            | 07/22/2020 | 081820    | 334538  | 274.62      | 08/22/2020 | INV  | PD  | IRRIGATION SUPPLIES FOR P |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 101855967-001                                  |            | 07/24/2020 | 081820    | 334538  | 259.42      | 08/24/2020 | INV  | PD  | SOIL ENHANCER ATHLETIC FI |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 101856576-001                                  |            | 07/24/2020 | 081820    | 334538  | -31.58      | 08/24/2020 | CRM  | PD  | SOIL ENHANCER ATHLETIC FI |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 102191051-001                                  |            | 08/05/2020 | 081820    | 334538  | 700.60      | 09/15/2020 | INV  | PD  | IRRIGATION PARTS, HERBICI |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 102206179-001                                  |            | 08/06/2020 | 081820    | 334538  | 415.45      | 09/15/2020 | INV  | PD  | IRRIGATION SUPPLIES FOR P |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |
|                                                |            |            |           |         | 1,618.51    |            |      |     |                           |
| 106596 SIWEK LUMBER JORDAN INC                 |            |            |           |         |             |            |      |     |                           |
| 21698                                          |            | 07/29/2020 | 081820    | 334539  | 45.00       | 08/28/2020 | INV  | PD  | SURVEYOR'S STAKE (150)    |
| CHECK DATE:                                    | 08/18/2020 |            |           |         |             |            |      |     |                           |

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| 101803 SM HENTGES & SONS INC     |            |            |           |         |             |            |      |     |                           |
| SP1017-108-12                    |            | 08/07/2020 | 081820    | 334540  | 807,558.98  | 09/07/2020 | INV  | PD  | TH 212 INTERCHANGE & CSAH |
| CHECK DATE:                      | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 109030 SMITH, AARON              |            |            |           |         |             |            |      |     |                           |
| ACHReturn073120                  |            | 07/31/2020 | 080720    | 334388  | 28.07       | 08/31/2020 | INV  | PD  | ACH RETURN ON CLOSED ACCT |
| CHECK DATE:                      | 08/07/2020 |            |           |         |             |            |      |     |                           |
| 109012 SMITH, SHERRI             |            |            |           |         |             |            |      |     |                           |
| 10014260                         |            | 07/30/2020 | 081820    | 334541  | 66.90       | 08/30/2020 | INV  | PD  | CREDIT BALANCE REFUND-122 |
| CHECK DATE:                      | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 101828 SOUTHWEST NEWS MEDIA      |            |            |           |         |             |            |      |     |                           |
| 2105257                          |            | 07/02/2020 | 081820    | 334542  | 380.24      | 08/25/2020 | INV  | PD  | FINANCIAL STATEMENT       |
| CHECK DATE:                      | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 2105650                          |            | 07/09/2020 | 081820    | 334543  | 209.00      | 08/25/2020 | INV  | PD  | ELECTION JUDGES           |
| CHECK DATE:                      | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 2107079                          |            | 07/23/2020 | 081820    | 334542  | 217.28      | 08/25/2020 | INV  | PD  | BIDS FOR PAR 30 IMPROVEME |
| CHECK DATE:                      | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 2107080                          |            | 07/23/2020 | 081820    | 334542  | 27.16       | 08/25/2020 | INV  | PD  | PUBLIC ACCURACY TEST      |
| CHECK DATE:                      | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 2107081                          |            | 07/23/2020 | 081820    | 334542  | 44.14       | 08/25/2020 | INV  | PD  | LENNAR TH PLAT/REZONE     |
| CHECK DATE:                      | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 2107082                          |            | 07/23/2020 | 081820    | 334542  | 40.74       | 08/25/2020 | INV  | PD  | ACEVEDO VARIANCE TO ENCRO |
| CHECK DATE:                      | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 2107741                          |            | 07/30/2020 | 081820    | 334542  | 50.93       | 08/25/2020 | INV  | PD  | NOTICE OF FILING          |
| CHECK DATE:                      | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 2107742                          |            | 07/30/2020 | 081820    | 334542  | 295.37      | 08/25/2020 | INV  | PD  | DEL WEBB REZONE           |
| CHECK DATE:                      | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 2107743                          |            | 07/30/2020 | 081820    | 334542  | 44.14       | 08/25/2020 | INV  | PD  | LENNAR TH PLAT/REZONE     |
| CHECK DATE:                      | 08/18/2020 |            |           |         |             |            |      |     |                           |
| 2107744                          |            | 07/30/2020 | 081820    | 334542  | 40.74       | 08/25/2020 | INV  | PD  | ACEVEDO VARIANCE TO ENCRO |
| CHECK DATE:                      | 08/18/2020 |            |           |         |             |            |      |     |                           |
|                                  |            |            |           |         | 1,349.74    |            |      |     |                           |
| 101916 SOUTHWEST POWER EQUIPMENT |            |            |           |         |             |            |      |     |                           |





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| 1-524127<br>CHECK DATE: 08/18/2020     |      | 07/29/2020 | 081820    | 334544  | 87.23 08/28/2020     | INV  | PD  | EDGER RENTAL-ARBOR PK BOO |
| 109007 SOVA, JESSICA                   |      |            |           |         |                      |      |     |                           |
| 10005377<br>CHECK DATE: 08/18/2020     |      | 07/30/2020 | 081820    | 334545  | 109.87 08/30/2020    | INV  | PD  | CREDIT BALANCE REFUND-385 |
| 101847 SRF CONSULTING GROUP INC        |      |            |           |         |                      |      |     |                           |
| 12504.00-15<br>CHECK DATE: 08/18/2020  |      | 07/31/2020 | 081820    | 334546  | 91,989.56 08/31/2020 | INV  | PD  | TH 212 INTERCHANGE & CSAH |
| 101857 ST ANDREWS PRODUCT COMPANY      |      |            |           |         |                      |      |     |                           |
| 0000878852<br>CHECK DATE: 08/18/2020   |      | 07/01/2020 | 081820    | 334547  | 420.97 07/31/2020    | INV  | PD  | PENCILS-TC                |
| 101850 STANTEC CONSULTING SERVICES INC |      |            |           |         |                      |      |     |                           |
| 1682577<br>CHECK DATE: 08/18/2020      |      | 07/22/2020 | 081820    | 334548  | 13,638.50 08/22/2020 | INV  | PD  | JUN-GENERAL ENGINEERING   |
| 1682578<br>CHECK DATE: 08/18/2020      |      | 07/22/2020 | 081820    | 334548  | 418.50 08/22/2020    | INV  | PD  | JUN-ENGINEERING DEPT ASSI |
| 1682579<br>CHECK DATE: 08/18/2020      |      | 07/22/2020 | 081820    | 334548  | 5,616.00 08/22/2020  | INV  | PD  | JUN-SW AREA COLLECTOR COR |
| 1682580<br>CHECK DATE: 08/18/2020      |      | 07/22/2020 | 081820    | 334548  | 25,555.00 08/22/2020 | INV  | PD  | JUN-RECORD PLAN/BASE MAP  |
| 1682581<br>CHECK DATE: 08/18/2020      |      | 07/22/2020 | 081820    | 334548  | 1,777.06 08/22/2020  | INV  | PD  | JUN-MCKNIGHT WETLAND BANK |
| 1682582<br>CHECK DATE: 08/18/2020      |      | 07/22/2020 | 081820    | 334548  | 10,603.00 08/22/2020 | INV  | PD  | JUN-CREEK RD TRUNK SEWER  |
| 1682583<br>CHECK DATE: 08/18/2020      |      | 07/22/2020 | 081820    | 334548  | 4,445.00 08/22/2020  | INV  | PD  | JUN-NE COLLECTOR IN SW AR |
| 1682584<br>CHECK DATE: 08/18/2020      |      | 07/22/2020 | 081820    | 334548  | 807.00 08/22/2020    | INV  | PD  | JUN-COMPREHENSIVE SEWER P |
| 1682585<br>CHECK DATE: 08/18/2020      |      | 07/22/2020 | 081820    | 334548  | 461.00 08/22/2020    | INV  | PD  | JUN-PIONEER TRL/MCKNIGHT  |
| 1682586<br>CHECK DATE: 08/18/2020      |      | 07/22/2020 | 081820    | 334548  | 16,032.39 08/22/2020 | INV  | PD  | JUN-2019 DT RECONSTRUCTIO |



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| INVOICE                             | P.O. | INV DATE   | CHECK RUN | CHECK # | INVOICE NET | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION       |
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| 1682587<br>CHECK DATE: 08/18/2020   |      | 07/22/2020 | 081820    | 334548  | 53,815.38   | 08/22/2020 | INV  | PD  | JUN-2020 DT RECONSTRUCTIO |
| 1682588<br>CHECK DATE: 08/18/2020   |      | 07/22/2020 | 081820    | 334548  | 35,725.00   | 08/22/2020 | INV  | PD  | JUN-PAR 30 GOLF COURSE    |
| 1682589<br>CHECK DATE: 08/18/2020   |      | 07/22/2020 | 081820    | 334548  | 625.26      | 08/22/2020 | INV  | PD  | JUN-LYMAN BLVD CITY UTILI |
| 1682590<br>CHECK DATE: 08/18/2020   |      | 07/22/2020 | 081820    | 334548  | 7,068.79    | 08/22/2020 | INV  | PD  | JUN-HARVEST WEST PARK NAT |
| 1682591<br>CHECK DATE: 08/18/2020   |      | 07/22/2020 | 081820    | 334548  | 806.25      | 08/22/2020 | INV  | PD  | JUN-HARVEST WEST          |
| 1682592<br>CHECK DATE: 08/18/2020   |      | 07/22/2020 | 081820    | 334548  | 2,184.00    | 08/22/2020 | INV  | PD  | JUN-DEL WEBB STORMWATER R |
| 1682593<br>CHECK DATE: 08/18/2020   |      | 07/22/2020 | 081820    | 334548  | 364.00      | 08/22/2020 | INV  | PD  | JUN-HARVEST NORTH STORMWA |
| 1682594<br>CHECK DATE: 08/18/2020   |      | 07/22/2020 | 081820    | 334548  | 955.50      | 08/22/2020 | INV  | PD  | JUN-OAK RIDGE STORMWATER  |
|                                     |      |            |           |         | 180,897.63  |            |      |     |                           |
| 109037 STEFFENSEN, SHANE            |      |            |           |         |             |            |      |     |                           |
| 10000276<br>CHECK DATE: 08/18/2020  |      | 08/11/2020 | 081820    | 334549  | 60.84       | 09/11/2020 | INV  | PD  | CREDIT BALANCE REFUND-291 |
| 102984 STEVE'S CURLING SUPPLIES LLC |      |            |           |         |             |            |      |     |                           |
| A4678<br>CHECK DATE: 08/18/2020     |      | 07/30/2020 | 081820    | 334550  | 457.25      | 08/30/2020 | INV  | PD  | Curling resale merch for  |
| 109038 STODDARD, GAVIN              |      |            |           |         |             |            |      |     |                           |
| 10000434<br>CHECK DATE: 08/18/2020  |      | 08/11/2020 | 081820    | 334551  | 3.04        | 09/11/2020 | INV  | PD  | CREDIT BALANCE REFUND-176 |
| 109042 STODDARD, GAVIN              |      |            |           |         |             |            |      |     |                           |
| 10004863<br>CHECK DATE: 08/18/2020  |      | 08/11/2020 | 081820    | 334552  | 37.68       | 09/11/2020 | INV  | PD  | CREDIT BALANCE REFUND-176 |
| 101888 STREICHERS                   |      |            |           |         |             |            |      |     |                           |
| I1438534<br>CHECK DATE: 08/18/2020  |      | 06/30/2020 | 081820    | 334553  | 1,116.00    | 07/30/2020 | INV  | PD  | Wurtz-Vest replacement-De |





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|---------------------------------------------|------------|------------|-----------|---------|----------------------|------|-----|----------------------------|
| 109045 STRYKER SALES CORPORATION            |            |            |           |         |                      |      |     |                            |
| 3097971 M                                   |            | 07/30/2020 | 081820    | 334554  | 1,333.80 09/12/2020  | INV  | PD  | 3 YR MAINT CONTRACT-LUCAS  |
| CHECK DATE:                                 | 08/18/2020 |            |           |         |                      |      |     |                            |
| 101892 STUART C IRBY CO                     |            |            |           |         |                      |      |     |                            |
| S011845879.007                              | 200151     | 07/31/2020 | 081820    | 334555  | 3,795.00 08/30/2020  | INV  | PD  | (3) 25KVA TRANSFORMERS     |
| CHECK DATE:                                 | 08/18/2020 |            |           |         |                      |      |     |                            |
| S011978062.001                              | 200150     | 07/28/2020 | 081820    | 334555  | 1,045.50 08/27/2020  | INV  | PD  | (3000)COND 4/0SWEETB, (400 |
| CHECK DATE:                                 | 08/18/2020 |            |           |         |                      |      |     |                            |
| S012004264.001                              | 200150     | 07/27/2020 | 081820    | 334555  | 13,070.28 08/26/2020 | INV  | PD  | (3000)COND 4/0SWEETB, (400 |
| CHECK DATE:                                 | 08/18/2020 |            |           |         |                      |      |     |                            |
| S012007901.001                              | 200150     | 07/27/2020 | 081820    | 334555  | 1,537.00 08/26/2020  | INV  | PD  | (3000)COND 4/0SWEETB, (400 |
| CHECK DATE:                                 | 08/18/2020 |            |           |         |                      |      |     |                            |
|                                             |            |            |           |         | 19,447.78            |      |     |                            |
| 103677 SUN LIFE ASSURANCE COMPANY OF CANADA |            |            |           |         |                      |      |     |                            |
| 237741/AUG20                                |            | 07/23/2020 | 080420-2  | 334385  | 4,014.55 08/23/2020  | INV  | PD  | AUG EMP LIFE INS PREMIUMS  |
| CHECK DATE:                                 | 08/04/2020 |            |           |         |                      |      |     |                            |
| 101898 SUN MOUNTAIN SPORTS                  |            |            |           |         |                      |      |     |                            |
| 675558                                      |            | 07/17/2020 | 081820    | 334556  | 159.50 08/17/2020    | INV  | PD  | RESALE                     |
| CHECK DATE:                                 | 08/18/2020 |            |           |         |                      |      |     |                            |
| 848513                                      |            | 03/27/2020 | 081820    | 334556  | -43.00 04/27/2020    | CRM  | PD  | RESALE - RETURN            |
| CHECK DATE:                                 | 08/18/2020 |            |           |         |                      |      |     |                            |
|                                             |            |            |           |         | 116.50               |      |     |                            |
| 106627 DIGITAL GOLF TECHNOLOGIES INC        |            |            |           |         |                      |      |     |                            |
| 6748                                        |            | 06/30/2020 | 081820    | 334557  | 486.00 07/30/2020    | INV  | PD  | DAILY PLAY/TOURNAMENT FEE  |
| CHECK DATE:                                 | 08/18/2020 |            |           |         |                      |      |     |                            |
| 109005 SYLVA CORPORATION INC                |            |            |           |         |                      |      |     |                            |
| 63938                                       |            | 07/23/2020 | 081820    | 334558  | 2,065.00 08/23/2020  | INV  | PD  | WOOD FIBER FOR PLAYGROUND  |
| CHECK DATE:                                 | 08/18/2020 |            |           |         |                      |      |     |                            |
| 64072                                       |            | 08/04/2020 | 081820    | 334558  | 2,065.00 09/04/2020  | INV  | PD  | WOOD FIBER FOR PLAYGROUND  |
| CHECK DATE:                                 | 08/18/2020 |            |           |         |                      |      |     |                            |
| 64126                                       |            | 08/05/2020 | 081820    | 334558  | 2,065.00 09/05/2020  | INV  | PD  | WOOD FIBER FOR PLAYGROUND  |
| CHECK DATE:                                 | 08/18/2020 |            |           |         |                      |      |     |                            |



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|-----------------------------------------------------------|------|------------|-----------|---------|-------------|------------|------|-----|--------------------------------------------------------------------|
| 101956 THE HARTFORD                                       |      |            |           |         | 6,195.00    |            |      |     |                                                                    |
| 850271770073<br>CHECK DATE: 08/13/2020                    |      | 08/03/2020 | 081320    | 334394  | 2,839.72    | 08/15/2020 | INV  | PD  | AUG EMP INS PREM-LTD                                               |
| 101950 THE TESSMAN COMPANY                                |      |            |           |         |             |            |      |     |                                                                    |
| S319661-IN<br>CHECK DATE: 08/18/2020                      |      | 07/31/2020 | 081820    | 334559  | 228.71      | 08/30/2020 | INV  | PD  | WETTING AGENT PELLETS                                              |
| 109020 TIGER PLUMBING HEATING AND AIR                     |      |            |           |         |             |            |      |     |                                                                    |
| M-20-239<br>CHECK DATE: 08/18/2020                        |      | 07/30/2020 | 081820    | 334560  | 38.75       | 08/30/2020 | INV  | PD  | RFD MECHANICAL PERMIT-103<br>PAYEE: TIGER PLUMBING HEATING AND AIR |
| 101969 TIMBERWALL LANDSCAPE & MASONRY PRODUCTS INC        |      |            |           |         |             |            |      |     |                                                                    |
| I10118471<br>CHECK DATE: 08/18/2020                       |      | 06/29/2020 | 081820    | 334561  | 704.76      | 07/29/2020 | INV  | PD  | LANDSCAPE SUPPLIES-ARBOR                                           |
| I10120751<br>CHECK DATE: 08/18/2020                       |      | 07/29/2020 | 081820    | 334561  | 411.37      | 08/29/2020 | INV  | PD  | LANDSCAPE SUPPLIES-ARBOR                                           |
| I10120752<br>CHECK DATE: 08/18/2020                       |      | 07/29/2020 | 081820    | 334561  | -24.84      | 08/29/2020 | CRM  | PD  | ARBOR PARK BOOSTER LANDSC                                          |
| 104908 TIMESAVER OFF SITE SECRETARIAL INC                 |      |            |           |         | 1,091.29    |            |      |     |                                                                    |
| M25781<br>CHECK DATE: 08/18/2020                          |      | 07/31/2020 | 081820    | 334562  | 219.00      | 08/04/2020 | INV  | PD  | 7/20/20 City Council meet                                          |
| 103946 TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC |      |            |           |         |             |            |      |     |                                                                    |
| 1549467/JUL20<br>CHECK DATE: 08/18/2020                   |      | 08/01/2020 | 081820    | 334563  | 125.00      | 09/15/2020 | INV  | PD  | Data Processing                                                    |
| 101994 TRAVIS MATHEW LLC                                  |      |            |           |         |             |            |      |     |                                                                    |
| 90094119<br>CHECK DATE: 08/18/2020                        |      | 07/30/2020 | 081820    | 334564  | 22.02       | 08/29/2020 | INV  | PD  | RESALE                                                             |
| 102008 TRI-CITY/WILLIAM LLOYD ANALYTICAL LAB              |      |            |           |         |             |            |      |     |                                                                    |
| 2000179                                                   |      | 08/03/2020 | 081820    | 334565  | 208.00      | 08/31/2020 | INV  | PD  | Clayhole water testing-Ju                                          |





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| CHECK DATE: 08/18/2020                             |      |            |           |         |             |            |      |     |                           |
| 109008 TUFTO, KRIS                                 |      |            |           |         |             |            |      |     |                           |
| 10006444                                           |      | 07/30/2020 | 081820    | 334566  | 231.22      | 08/30/2020 | INV  | PD  | CREDIT BALANCE REFUND-266 |
| CHECK DATE: 08/18/2020                             |      |            |           |         |             |            |      |     |                           |
| 109041 TUPY, ANNALEE                               |      |            |           |         |             |            |      |     |                           |
| 33353                                              |      | 08/11/2020 | 081820    | 334567  | 101.05      | 09/11/2020 | INV  | PD  | CREDIT BALANCE REFUND-325 |
| CHECK DATE: 08/18/2020                             |      |            |           |         |             |            |      |     |                           |
| 102026 API GARAGE DOOR INC                         |      |            |           |         |             |            |      |     |                           |
| Z144006                                            |      | 07/28/2020 | 081820    | 334568  | 625.00      | 08/28/2020 | INV  | PD  | Annual Fire Door drop tes |
| CHECK DATE: 08/18/2020                             |      |            |           |         |             |            |      |     |                           |
| 102028 TWIN CITY WATER CLINIC INC                  |      |            |           |         |             |            |      |     |                           |
| 14909                                              |      | 08/02/2020 | 081820    | 334569  | 510.00      | 09/02/2020 | INV  | PD  | JULY SAMPLES              |
| CHECK DATE: 08/18/2020                             |      |            |           |         |             |            |      |     |                           |
| 105730 PROVIDENT LIFE & ACCIDENT INSURANCE COMPANY |      |            |           |         |             |            |      |     |                           |
| E0665216-JUL20                                     |      | 07/23/2020 | 081320    | 334395  | 683.78      | 08/23/2020 | INV  | PD  | JUL EMP INS PREM          |
| CHECK DATE: 08/13/2020                             |      |            |           |         |             |            |      |     |                           |
| 102064 US BANK                                     |      |            |           |         |             |            |      |     |                           |
| 5814527                                            |      | 07/27/2020 | 081820    | 334570  | 1,300.00    | 08/27/2020 | INV  | PD  | TRUSTEE FEE 2013A EDA     |
| CHECK DATE: 08/18/2020                             |      |            |           |         |             |            |      |     |                           |
| 104522 US FOODS INC                                |      |            |           |         |             |            |      |     |                           |
| 5854321                                            |      | 07/31/2020 | 081820    | 334571  | 262.70      | 08/30/2020 | INV  | PD  | TP, SOAP, TOWELS-TC       |
| CHECK DATE: 08/18/2020                             |      |            |           |         |             |            |      |     |                           |
| 5866151                                            |      | 07/31/2020 | 081820    | 334571  | 89.97       | 08/30/2020 | INV  | PD  | SOAP-TC                   |
| CHECK DATE: 08/18/2020                             |      |            |           |         |             |            |      |     |                           |
|                                                    |      |            |           |         | 352.67      |            |      |     |                           |
| 102102 VERIZON WIRELESS                            |      |            |           |         |             |            |      |     |                           |
| 9859312566                                         |      | 07/23/2020 | 081320    | 334396  | 621.75      | 08/15/2020 | INV  | PD  | JUL CRADLEPOINTS          |
| CHECK DATE: 08/13/2020                             |      |            |           |         |             |            |      |     |                           |



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| 102227 ONVOY LLC                         |      |            |           |         |             |            |      |     |                                              |
| 0009426200801<br>CHECK DATE: 08/18/2020  |      | 08/01/2020 | 081820    | 334572  | 1,853.53    | 08/25/2020 | INV  | PD  | AUG EDU CTR ETHERNET/INTE                    |
| 0009486200801<br>CHECK DATE: 08/18/2020  |      | 08/01/2020 | 081820    | 334572  | 889.21      | 08/25/2020 | INV  | PD  | AUG CITY HALL ETHERNET                       |
|                                          |      |            |           |         | 2,742.74    |            |      |     |                                              |
| 102133 WAGNER PRESS & GRAPHICS           |      |            |           |         |             |            |      |     |                                              |
| 33233<br>CHECK DATE: 08/18/2020          |      | 07/21/2020 | 081820    | 334573  | 77.00       | 08/21/2020 | INV  | PD  | PHONE CARDS-MSB EMPLOYEES                    |
| 102141 WASTE MANAGEMENT OF MINNESOTA INC |      |            |           |         |             |            |      |     |                                              |
| 8332354-2282-5<br>CHECK DATE: 08/18/2020 |      | 08/05/2020 | 081820    | 334574  | 204.48      | 09/04/2020 | INV  | PD  | AUG PAR 30 GARBAGE                           |
| 102146 WATER SPECIALTY OF MINNESOTA INC  |      |            |           |         |             |            |      |     |                                              |
| 12138<br>CHECK DATE: 08/18/2020          |      | 08/05/2020 | 081820    | 334575  | 4,422.69    | 09/05/2020 | INV  | PD  | POOL CHEMICALS                               |
| 106887 KRISTIN ROSE WEINZIERL            |      |            |           |         |             |            |      |     |                                              |
| 7/20<br>CHECK DATE: 08/18/2020           |      | 07/27/2020 | 081820    | 334576  | 1,466.25    | 08/27/2020 | INV  | PD  | Running Camp - Instructor                    |
| 102160 WELLS FARGO BANK MINNESOTA NA     |      |            |           |         |             |            |      |     |                                              |
| 1873292<br>CHECK DATE: 08/18/2020        |      | 08/03/2020 | 081820    | 334577  | 525.00      | 09/02/2020 | INV  | PD  | PAYING AGENT FEE 2012A                       |
| 109026 WILLEMS, BLAKE                    |      |            |           |         |             |            |      |     |                                              |
| 2008317.002<br>CHECK DATE: 08/18/2020    |      | 07/31/2020 | 081820    | 334578  | 800.00      | 08/31/2020 | INV  | PD  | RFD-WEDDING DEPOSIT<br>PAYEE: WILLEMS, BLAKE |
| 103840 WINNERS AWARD GROUP               |      |            |           |         |             |            |      |     |                                              |
| 51956<br>CHECK DATE: 08/18/2020          |      | 07/28/2020 | 081820    | 334579  | 1,826.89    | 08/28/2020 | INV  | PD  | Y/E TROPHIES/AWARDS-TC                       |
| 102189 WM MUELLER & SONS                 |      |            |           |         |             |            |      |     |                                              |
| 257362                                   |      | 07/20/2020 | 081820    | 334580  | 204.05      | 08/25/2020 | INV  | PD  | TOP DRESSING SAND - HS FI                    |





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| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 257437                      |      | 07/21/2020 | 081820    | 334580  | 952.06      | 08/25/2020 | INV  | PD  | TOP DRESSING SAND - HS FI |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 257483                      |      | 04/22/2020 | 081820    | 334580  | 498.48      | 08/25/2020 | INV  | PD  | YELLOW BRICK RD CURB PATC |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 257560                      |      | 07/23/2020 | 081820    | 334580  | 352.00      | 08/25/2020 | INV  | PD  | YELLOW BRICK/CTY RD 61 VA |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 257627                      |      | 07/24/2020 | 081820    | 334580  | 184.76      | 08/25/2020 | INV  | PD  | YELLOW BRICK RD CURB PATC |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 257748                      |      | 07/28/2020 | 081820    | 334580  | 255.22      | 08/25/2020 | INV  | PD  | ARBOR PK BOOSTER LYMAN &  |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 257749                      |      | 07/28/2020 | 081820    | 334580  | 129.92      | 08/25/2020 | INV  | PD  | CURB PATCH CHRISTIAN DR   |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 257812                      |      | 07/29/2020 | 081820    | 334580  | 187.21      | 08/25/2020 | INV  | PD  | ARBOR PK BOOSTER LYMAN &  |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 257813                      |      | 07/29/2020 | 081820    | 334580  | 440.84      | 08/25/2020 | INV  | PD  | CURB PATCH CHRISTIAN PKWY |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 257889                      |      | 07/30/2020 | 081820    | 334580  | 730.29      | 08/25/2020 | INV  | PD  | ARBOR PK BOOSTER LYMAN &  |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 257890                      |      | 07/30/2020 | 081820    | 334580  | 378.74      | 08/25/2020 | INV  | PD  | CURB PATCH CHRISTIAN PKWY |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 258024                      |      | 08/03/2020 | 081820    | 334580  | 544.85      | 09/25/2020 | INV  | PD  | TOP DRESS SAND SCHOOL FIE |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 258080                      |      | 08/04/2020 | 081820    | 334580  | 501.58      | 09/25/2020 | INV  | PD  | STREET MAINTENANCE        |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 258151                      |      | 08/05/2020 | 081820    | 334580  | 113.46      | 09/25/2020 | INV  | PD  | TOP DRESS SAND CMSE       |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 258152                      |      | 08/05/2020 | 081820    | 334580  | 683.10      | 09/25/2020 | INV  | PD  | DIG PATCHING MANUELA DRIV |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 258236                      |      | 08/06/2020 | 081820    | 334580  | 909.00      | 09/25/2020 | INV  | PD  | NOREX VALVE DIG           |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
| 258306                      |      | 08/07/2020 | 081820    | 334580  | 980.36      | 09/25/2020 | INV  | PD  | NOREX VALVE DIG           |
| CHECK DATE: 08/18/2020      |      |            |           |         |             |            |      |     |                           |
|                             |      |            |           |         | 8,045.92    |            |      |     |                           |
| 102212 WORLD LEARNER SCHOOL |      |            |           |         |             |            |      |     |                           |
| 2008302.002                 |      | 07/27/2020 | 081820    | 334581  | 120.00      | 08/27/2020 | INV  | PD  | REFUND ACCOUNT BALANCE    |



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|City of Chaska  
|VENDOR INVOICE LIST

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| INVOICE                        | P.O.       | INV DATE   | CHECK RUN | CHECK # | INVOICE NET  | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION       |
|--------------------------------|------------|------------|-----------|---------|--------------|------------|------|-----|---------------------------|
| CHECK DATE:                    | 08/18/2020 |            |           |         |              |            |      |     |                           |
| 102220 NORTHLAND SYSTEMS INC   |            |            |           |         |              |            |      |     |                           |
| 79085                          |            | 07/27/2020 | 081820    | 334582  | 5,044.00     | 08/31/2020 | INV  | PD  | TREND LICENSING           |
| CHECK DATE:                    | 08/18/2020 |            |           |         |              |            |      |     |                           |
| 79090                          |            | 07/27/2020 | 081820    | 334582  | 396.00       | 08/31/2020 | INV  | PD  | CISCO ANYCONNECT LICENSE  |
| CHECK DATE:                    | 08/18/2020 |            |           |         |              |            |      |     |                           |
| 79091                          |            | 07/27/2020 | 081820    | 334582  | 14,806.00    | 08/31/2020 | INV  | PD  | FTD LICENSING             |
| CHECK DATE:                    | 08/18/2020 |            |           |         |              |            |      |     |                           |
| 79125                          |            | 07/31/2020 | 081820    | 334582  | 33,936.39    | 09/04/2020 | INV  | PD  | SWITCHES-NETWORK UPGRADE  |
| CHECK DATE:                    | 08/18/2020 |            |           |         |              |            |      |     |                           |
| 79180                          |            | 08/10/2020 | 081820    | 334582  | 16,010.00    | 09/14/2020 | INV  | PD  | AUG SUPPORT SVC           |
| CHECK DATE:                    | 08/18/2020 |            |           |         |              |            |      |     |                           |
| 79181                          |            | 08/10/2020 | 081820    | 334582  | 6,715.00     | 09/14/2020 | INV  | PD  | AUG RECOVERY SVC          |
| CHECK DATE:                    | 08/18/2020 |            |           |         |              |            |      |     |                           |
|                                |            |            |           |         | 76,907.39    |            |      |     |                           |
| 105150 ZAYO GROUP HOLDINGS INC |            |            |           |         |              |            |      |     |                           |
| 2020080011266                  |            | 08/01/2020 | 081820    | 334583  | 1,344.46     | 08/31/2020 | INV  | PD  | FIBER MAINTENANCE         |
| CHECK DATE:                    | 08/18/2020 |            |           |         |              |            |      |     |                           |
| 102228 ZEE MEDICAL SERVICE INC |            |            |           |         |              |            |      |     |                           |
| 54127391                       |            | 06/23/2020 | 081820    | 334584  | 802.65       | 06/30/2020 | INV  | PD  | First aid supplies-CCC    |
| CHECK DATE:                    | 08/18/2020 |            |           |         |              |            |      |     |                           |
| 54127526                       |            | 07/27/2020 | 081820    | 334584  | 467.05       | 08/27/2020 | INV  | PD  | MEDICAL SUPPLIES (ALL MSB |
| CHECK DATE:                    | 08/18/2020 |            |           |         |              |            |      |     |                           |
| 54127573                       |            | 08/10/2020 | 081820    | 334584  | 115.90       | 09/10/2020 | INV  | PD  | FD MEDICAL SUPPLIES       |
| CHECK DATE:                    | 08/18/2020 |            |           |         |              |            |      |     |                           |
| =====                          |            |            |           |         |              |            |      |     |                           |
| 365 INVOICES                   |            |            |           |         | 2,280,147.51 |            |      |     |                           |
| =====                          |            |            |           |         |              |            |      |     |                           |

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Electronic Payments



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City of Chaska  
VENDOR INVOICE LIST

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| INVOICE                                            | P.O. | INV DATE   | CHECK RUN | CHECK # | INVOICE NET  | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION       |
|----------------------------------------------------|------|------------|-----------|---------|--------------|------------|------|-----|---------------------------|
| 100005 MINNESOTA MUNICIPAL MONEY MARKET FUND       |      |            |           |         |              |            |      |     |                           |
| 81257                                              |      | 08/12/2020 | 081220    | 2446    | 2,000,000.00 | 08/12/2020 | DIR  | PD  | XFER ONB TO 4M-CASHFLOW   |
| CHECK DATE: 08/12/2020                             |      |            |           |         |              |            |      |     |                           |
| 100522 DEPOSITORY TRUST COMPANY                    |      |            |           |         |              |            |      |     |                           |
| 2020/08/01 DS-2                                    |      | 07/30/2020 | 073020    | 2431    | 165,326.88   | 07/30/2020 | DIR  | PD  | DS PMT DUE 8/1/20-INTERES |
| CHECK DATE: 07/30/2020                             |      |            |           |         |              |            |      |     |                           |
| 107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY |      |            |           |         |              |            |      |     |                           |
| 80817                                              |      | 07/31/2020 | 080320    | 2438    | 1,385.02     | 08/03/2020 | DIR  | PD  | 073120 Payroll - HCSP Con |
| CHECK DATE: 08/03/2020                             |      |            |           |         |              |            |      |     |                           |
| 107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY |      |            |           |         |              |            |      |     |                           |
| 80818                                              |      | 07/31/2020 | 080320    | 2439    | 200.00       | 08/03/2020 | DIR  | PD  | 073120 Payroll - MNDP Co  |
| CHECK DATE: 08/03/2020                             |      |            |           |         |              |            |      |     |                           |
| 101756 MII LIFE INCORPORATED                       |      |            |           |         |              |            |      |     |                           |
| 39502623                                           |      | 07/28/2020 | 073020    | 2432    | 668.84       | 07/30/2020 | DIR  | PD  | 7/30/20 FSA REIMBURSEMENT |
| CHECK DATE: 07/30/2020                             |      |            |           |         |              |            |      |     |                           |
| 39511375                                           |      | 08/04/2020 | 080620    | 2442    | 17.07        | 08/06/2020 | DIR  | PD  | 8/6/20 FSA REIMBURSEMENTS |
| CHECK DATE: 08/06/2020                             |      |            |           |         |              |            |      |     |                           |
|                                                    |      |            |           |         | 685.91       |            |      |     |                           |
| 100927 INTERNAL REVENUE SERVICE                    |      |            |           |         |              |            |      |     |                           |
| 80812                                              |      | 07/31/2020 | 073120    | 2433    | 140,858.55   | 07/31/2020 | DIR  | PD  | 073120 Payroll - FICA Fed |
| CHECK DATE: 07/31/2020                             |      |            |           |         |              |            |      |     |                           |
| 80903                                              |      | 08/03/2020 | 080320    | 2440    | 3,447.58     | 08/03/2020 | DIR  | PD  | 080320 Payroll FICA & Med |
| CHECK DATE: 08/03/2020                             |      |            |           |         |              |            |      |     |                           |
|                                                    |      |            |           |         | 144,306.13   |            |      |     |                           |
| 101346 MINNESOTA COMMISSIONER OF REVENUE           |      |            |           |         |              |            |      |     |                           |
| 2020/0630-FINAL CC                                 |      | 06/30/2020 | 081120    | 2445    | 4,369.28     | 08/11/2020 | DIR  | PD  | FINAL CARVER CTY TRANSIT  |
| CHECK DATE: 08/11/2020                             |      |            |           |         |              |            |      |     |                           |
| 2020/0630-FINAL SLS/                               |      | 06/30/2020 | 081120    | 2443    | 59,553.30    | 08/11/2020 | DIR  | PD  | JUN-20 FINAL GEN/UB SALES |
| CHECK DATE: 08/11/2020                             |      |            |           |         |              |            |      |     |                           |
| 2020/0630-FINAL USE                                |      | 06/30/2020 | 081120    | 2444    | 2,354.97     | 08/11/2020 | DIR  | PD  | JUN-20 FINAL USE TAX      |
| CHECK DATE: 08/11/2020                             |      |            |           |         |              |            |      |     |                           |



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City of Chaska  
VENDOR INVOICE LIST

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| INVOICE                                        | P.O. | INV DATE   | CHECK RUN | CHECK # | INVOICE NET  | DUE DATE   | TYPE | STS | INVOICE DESCRIPTION       |
|------------------------------------------------|------|------------|-----------|---------|--------------|------------|------|-----|---------------------------|
| 101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES |      |            |           |         | 66,277.55    |            |      |     |                           |
| 80813                                          |      | 07/31/2020 | 080320    | 2437    | 27,083.37    | 08/03/2020 | DIR  | PD  | 073120 Payroll - MN State |
| CHECK DATE: 08/03/2020                         |      |            |           |         |              |            |      |     |                           |
| 101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM)   |      |            |           |         |              |            |      |     |                           |
| 80814                                          |      | 07/31/2020 | 073120    | 2434    | 11,595.58    | 07/31/2020 | DIR  | PD  | 073120 Payroll - 457 Cont |
| CHECK DATE: 07/31/2020                         |      |            |           |         |              |            |      |     |                           |
| 106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM)   |      |            |           |         |              |            |      |     |                           |
| 80816                                          |      | 07/31/2020 | 073120    | 2436    | 2,313.87     | 07/31/2020 | DIR  | PD  | 073120 Payroll - Roth Con |
| CHECK DATE: 07/31/2020                         |      |            |           |         |              |            |      |     |                           |
| 107499 OLD NATIONAL BANK                       |      |            |           |         |              |            |      |     |                           |
| 2020/08/01 DS                                  |      | 08/01/2020 | 080320    | 2441    | 4,752.50     | 08/03/2020 | DIR  | PD  | DS PMT DUE 8/1/20-INTERES |
| CHECK DATE: 08/03/2020                         |      |            |           |         |              |            |      |     |                           |
| 101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION |      |            |           |         |              |            |      |     |                           |
| 80815                                          |      | 07/31/2020 | 073120    | 2435    | 95,453.82    | 07/31/2020 | DIR  | PD  | 073120 Payroll - PERA Con |
| CHECK DATE: 07/31/2020                         |      |            |           |         |              |            |      |     |                           |
|                                                |      |            |           |         | 95,453.82    |            |      |     |                           |
| =====                                          |      |            |           |         |              |            |      |     |                           |
| 16 INVOICES                                    |      |            |           |         | 2,519,380.63 |            |      |     |                           |
| =====                                          |      |            |           |         |              |            |      |     |                           |

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**Biweekly  
Report**  
**August 17, 2020**  
**Nate Kabat**

**UPCOMING COUNCIL MEETING SCHEDULE**

Below is a schedule of what to expect for the next few Council meeting dates:

August 17<sup>th</sup>: No work session will be held. We will hold the regular meeting as scheduled beginning at 7:00 pm. Matt had previewed a possible work session to discuss plans for Engler/CSAH 10 improvements, but after further staff discussion we determined a work session would not be needed. This topic will be on the regular agenda.

August 31<sup>st</sup>: We plan to have a Work Session on this evening. The work session will be from 5:30-7 and will discuss the first look at the General Fund Budget for 2021 and different options for tax levies for next year and the implications of each option. The intent for this Work Session is to get a sense from the Council what general direction Council would like to see us go in 2021 with our tax levy establishment given the uncertainties in the economy. The need for a regular Council meeting will depend on the outcome of the ongoing Learning Links bid process (see update below). Assuming that process goes well and a qualified contractor bid is found to be acceptable, we will need to hold a meeting for the Council to consider accepting a bid. We will keep you posted.

September 7<sup>th</sup>: No meeting because of Labor Day.

September 14<sup>th</sup>: Makeup Council meeting because of the missed meeting on Labor Day. We do plan on having a budget work session prior to the regular meeting from 5:30-7 pm.

September 21<sup>st</sup>: It is possible that we may have one additional Budget Work Session on this evening depending on if there are any additional discussions we need to have prior to considering the establishment of our Preliminary 2021 Tax Levy. We are required by State Statute to have the preliminary tax levy established by September 30<sup>th</sup>, meaning that we will have to consider it during the regular meeting on this evening.

For all these meetings we will continue to be at the Chaska Event Center with a Zoom option.

If there are any questions or concerns as we continue to hold in-person meetings formats, please let me know so that we can adjust as necessary.

### **FILING FOR OPEN CITY SEATS**

Filing for open City Council seats closed on Tuesday, August 11<sup>th</sup> for those seeking to be on the November ballot. This November the Mayor (2-year term), Ward 2 and Ward 4 (4-year terms) are on the ballot.

The following people filed for each seat:

Ward 2: Taylor Hubbard

Ward 4: Mike Huang

Mayor: Mark Windschitl

### **PAR 30/LEARNING LINKS PROJECT UPDATE**

Construction plans for this project are out to bid, with several contractors showing interest in the project. We originally planned for bids to be due on Thursday, August 13<sup>th</sup>. However, multiple qualified contractors requested an extension. Given the City's interest in a strong bid pool, we granted an extension for the bids to close on August 21<sup>st</sup>. As a result, if the project bids come in at or below budget, and the contractors meet our qualifications for the project, we would plan on bringing a recommendation back to the Council at the August 31<sup>st</sup> meeting to consider approving. We would also hope to bring back the final agreement with the Learning Links of Chaska on that night, as well as the final parking agreement with the Goodman Group. If bids come in higher, we will likely have to spend more time analyzing the results and look at ways for how to bring the project down to budget, which would likely mean it would not be able to make the August 31<sup>st</sup> meeting, and therefore a regular agenda may not be necessary that evening. Our hope is that we can get a contractor chosen by the end of August so work can proceed this Fall.

If there are any questions on this project, please do not hesitate to ask.

### **Joint Council/Human Rights Commission Work Session**

As a reminder, we will be having a joint Council/HRC Work Session on Thursday August 27<sup>th</sup>, from 6-8:00 pm.

As we have shared with you previously, we will be having Richard and Irina Fursman help with the facilitation of this meeting. Thank you for participating in the one-on-one discussions with them over the last couple of weeks. The discussions help to make sure they understand all of the topics everyone would like to discuss as part of this meeting, and to hear from everyone the vision that everyone has of this group moving into the future.

If there are any questions about this retreat, please do not hesitate to ask Nate or me.

### **River City Days Canceled**

You may have seen that the River City Days Board has made the decision to cancel this year's celebration due to the guidelines associated with addressing COVID-19, which had been rescheduled for the last weekend in September. The Board is now looking to 2021 at the regularly scheduled July weekend.



**CITY OF CHASKA  
MEMORANDUM**

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

**FROM: Noel Graczyk, Administrative Service Director**

**DATE: Monday August 17, 2020**

**RE: Investment Report for Second Quarter 2020**

This investment report covers the three-month period ending June 30, 2020 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 \$43.8 million and consists of the following internal and external positions.

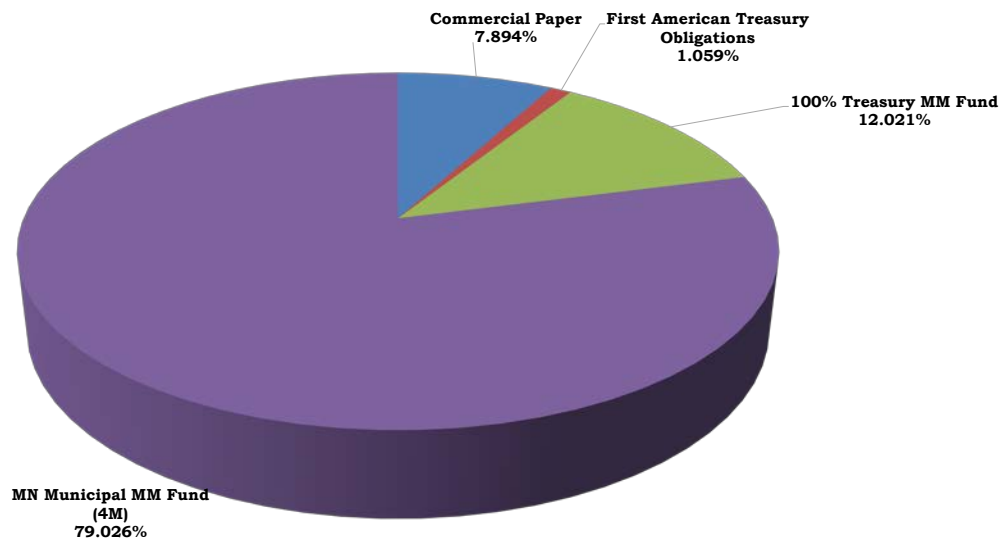
|                                    |                         |
|------------------------------------|-------------------------|
| External Deposits and Investments  | \$ 38,657,813.18        |
| Internal Funding - Interfund Loans | 5,129,479.42            |
| <b>Total All City Investments:</b> | <b>\$ 43,787,292.60</b> |

The \$38.7 million in external deposits and investments have been placed using various securities. In order 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<br>Cash & Investments<br>June 30, 2020       |             |        |                                            |                                   |                               |                         |
|-------------------------------------------------------------|-------------|--------|--------------------------------------------|-----------------------------------|-------------------------------|-------------------------|
| Investment Type                                             | Credit Risk |        | Interest Risk - Maturity Duration in Years |                                   |                               | Total                   |
|                                                             | Rating      | Agency | Less Than 1<br>(<06/30/2021)               | 1 to 5<br>(07/01/2021-06/30/2026) | More than 5<br>(06/30/2026< ) |                         |
| <b>State &amp; Local Bonds</b>                              | A to AA     | S&P    | \$ -                                       | \$ -                              | \$ -                          | \$ -                    |
| <b>Commercial Paper</b>                                     | A+          | S&P    | 2,689,221.83                               | -                                 | -                             | 2,689,221.83            |
| <b>Investments in Mutual Funds &amp; Money Markets</b>      |             |        |                                            |                                   |                               |                         |
| First American Treasury Obligations                         | AAAm        | S&P    | N/A                                        | N/A                               | N/A                           | 360,591.84              |
| 100% Treasury MM Fund                                       | AAAm        | S&P    | N/A                                        | N/A                               | N/A                           | 4,094,820.75            |
| MN Municipal MM Fund (4M & 4M Plus)                         | N.R.        | N.R.   | N/A                                        | N/A                               | N/A                           | 26,920,025.00           |
| <b>Total Investments:</b>                                   |             |        | <b>\$ 2,689,221.83</b>                     | <b>\$ -</b>                       | <b>\$ -</b>                   | <b>\$ 34,064,659.42</b> |
| <b>Unclassified Demand Deposits:</b>                        |             |        |                                            |                                   |                               | 3,372,121.60            |
| <b>Total Deposits and Investments at Book Value:</b>        |             |        |                                            |                                   |                               | <b>\$ 37,436,781.02</b> |
| <b>Net Adjustment for Checks and (Deposits) in Transit:</b> |             |        |                                            |                                   |                               | 1,221,032.16            |
| <b>Deposits and Investments:</b>                            |             |        |                                            |                                   |                               | <b>\$ 38,657,813.18</b> |



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 in excess of 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.

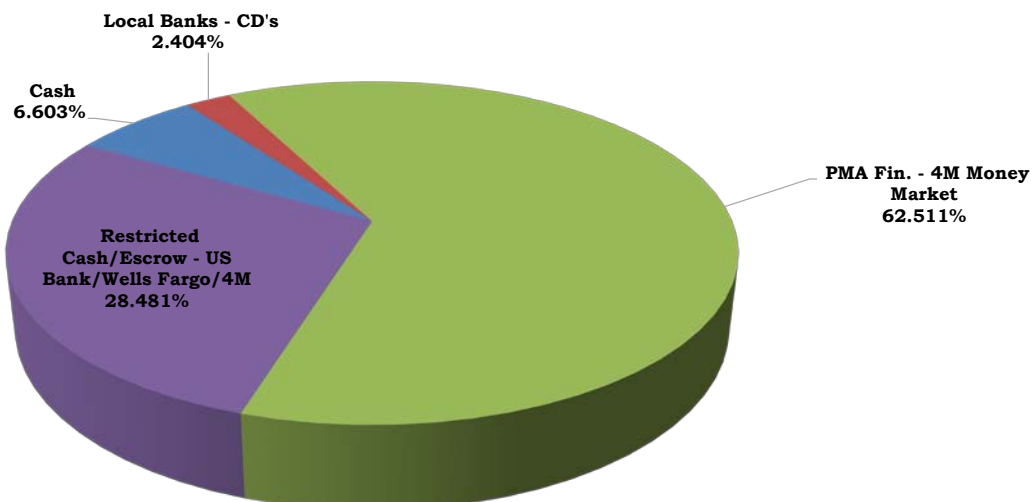


Investments placed through an escrow agent invest bond proceeds held for future project activity or that have been pledged for future bond refunding payments. Bond proceeds held by escrow agents are invested in money market mutual funds, guaranteed investment contracts (GIC), commercial paper, or U.S. 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/2020**

|                                               |           |                      |
|-----------------------------------------------|-----------|----------------------|
| <b>Cash - Reconciled</b>                      | \$        | 2,472,121.60         |
| <b>Investments</b>                            |           |                      |
| 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                    |           | 23,402,281.93        |
| <b>Restricted Cash / Escrow</b>               |           |                      |
| US Bank                                       | \$        | 3,049,813.67         |
| Wells Fargo                                   |           | 4,094,820.75         |
| PMA Fin. - 4M Money Market                    |           | 3,517,743.07         |
| <b>Total Cash &amp; Invesments by Source:</b> | <b>\$</b> | <b>37,436,781.02</b> |



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 \$24.3 million is determined as follows.

|                                              |                          |
|----------------------------------------------|--------------------------|
| External Deposits and Investments            | \$ 38,657,813.18         |
| Less Invested Bond Proceeds                  | (3,517,743.07)           |
| Less Required Cash in Escrow                 | (7,144,634.42)           |
| <b>Total Managed Cash &amp; Investments:</b> | <b>\$ 27,995,435.69</b>  |
| <b>Less Cash in Deposit Accounts</b>         | <b>\$ (3,693,153.76)</b> |
| <b>Total Managed Investments:</b>            | <b>\$ 24,302,281.93</b>  |

The investment portfolio generated earnings for the period of \$18,911.69, which is \$66,535.28 less than compared to the prior quarter. The portfolio also saw a decrease in fair value of \$510.00, which is \$7,750.00 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  
6/30/2020**

|                                 | <b>4/1/2019<br/>6/30/2019</b> | <b>7/1/2019<br/>9/30/2019</b> | <b>10/1/2019<br/>12/31/2019</b> | <b>1/1/2020<br/>3/31/2020</b> | <b>4/1/2020<br/>6/30/2020</b> |
|---------------------------------|-------------------------------|-------------------------------|---------------------------------|-------------------------------|-------------------------------|
| Beginning Fair Value            | \$ 12,862,292.31              | \$ 19,332,546.11              | \$ 14,610,089.87                | \$ 28,684,891.76              | \$ 24,333,051.11              |
| Beginning Weighted Avg Mat.     | 15.1 Months                   | 9.3 Months                    | 10.4 Months                     | 4.3 Months                    | 2.9 Months                    |
| Ending Fair Value               | \$ 19,332,546.11              | \$ 14,610,089.87              | \$ 28,684,891.76                | \$ 24,333,051.11              | \$ 24,302,281.93              |
| Earnings for Period             | 73,819.02                     | 88,542.87                     | 82,119.45                       | 85,446.97                     | 18,911.69                     |
| Change in Fair Value for Period | 49,076.14                     | 12,326.06                     | 18,274.55                       | 7,240.00                      | (510.00)                      |
| Year to Date Earnings           | 124,972.17                    | 213,515.04                    | 295,634.49                      | 85,446.97                     | 104,358.66                    |
| Year to Date Change Fair Value  | 112,711.71                    | 125,037.77                    | 143,312.32                      | 7,240.00                      | 6,730.00                      |
| Ending Weighted Avg Mat.        | 9.3 Months                    | 10.4 Months                   | 4.3 Months                      | 2.9 Months                    | 2.8 Months                    |

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

| Current Holdings  | <b>6/30/19</b> | <b>9/30/19</b> | <b>12/31/19</b> | <b>3/31/20</b> | <b>6/30/20</b> |
|-------------------|----------------|----------------|-----------------|----------------|----------------|
| Average Yield     | 1.76%          | 1.82%          | 1.80%           | 1.81%          | 1.69%          |
| Current Yield     | 1.81%          | 1.70%          | 1.44%           | 1.25%          | 0.13%          |
| Yield to Maturity | 1.58%          | 1.64%          | 1.58%           | 1.52%          | 0.70%          |

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<br>Cash & Investments by Source<br>2Q/2020 |                                     |                         |                    |
|-----------------------------------------------------------|-------------------------------------|-------------------------|--------------------|
| Bank/Dealer                                               | Investment                          | Fair Market<br>2Q/2020  | Estimated<br>Yield |
| <b>Restricted Cash and Investments</b>                    |                                     |                         |                    |
| <b>Invested Bond Proceeds</b>                             |                                     |                         |                    |
| PMA Financial                                             | Money Market Account (4M)           | \$ 3,517,743.07         | 0.030%             |
| <b>Total Invested Bond Proceeds:</b>                      |                                     | <b>\$ 3,517,743.07</b>  |                    |
| <b>Required Escrow Accounts</b>                           |                                     |                         |                    |
| US Bank                                                   | First American Treasury Obligations | 54.35                   |                    |
| US Bank                                                   | Escrow invested in Commercial Paper | 271,747.34              |                    |
| US Bank                                                   | Escrow invested in Commercial Paper | 1,117,361.43            |                    |
| US Bank                                                   | Escrow invested in Commercial Paper | 879,981.63              |                    |
| US Bank                                                   | Escrow invested in Commercial Paper | 311,165.96              |                    |
| US Bank                                                   | Escrow invested in Commercial Paper | 108,965.47              |                    |
| US Bank                                                   | First American Treasury Obligations | 21.43                   |                    |
| US Bank                                                   | First American Treasury Obligations | 126.14                  |                    |
| US Bank                                                   | First American Treasury Obligations | 360,389.92              |                    |
| Wells Fargo                                               | Escrow invested in Money Market     | 4,094,820.75            |                    |
| <b>Total Required Escrow Accounts:</b>                    |                                     | <b>\$ 7,144,634.42</b>  |                    |
| <b>Total Restricted Cash and Investments:</b>             |                                     | <b>\$ 10,662,377.49</b> |                    |
| <b>General Cash and Investments</b>                       |                                     |                         |                    |
| <b>Investments</b>                                        |                                     |                         |                    |
| PMA Financial                                             | Money Market Account (4M)           | \$ 13,324,913.30        | 0.030%             |
| PMA Financial                                             | Money Market Account (4MPlus)       | 10,077,368.63           | 0.100%             |
| Local Banks                                               | CDs                                 | 900,000.00              | 0.80% - 3.00%      |
| <b>Total General Investments:</b>                         |                                     | <b>\$ 24,302,281.93</b> | -                  |
| <b>Deposits</b>                                           |                                     |                         |                    |
| OldNationalBank                                           | Demand Deposit                      | \$ 3,693,153.76         | 0.010%             |
| <b>Total General Cash and Investments:</b>                |                                     | <b>\$ 27,995,435.69</b> |                    |
| <b>TOTAL CASH AND INVESTMENTS:</b>                        |                                     | <b>\$ 38,657,813.18</b> |                    |

This report has been prepared with the assistance of Kelly Grinnell, Finance Manager, 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.

## **City of Chaska Memorandum**

**To: Administration, Mayor and City Council**

**From: Lisa Nelson  
Controller**

**Date: August 14, 2020**

**RE: Financial Reports –  
Year-To-Date (YTD) Ending June 30, 2020**

### FINACIAL REPORTS

Enclosed are year-to-date financial reports as of June 30, 2020.

Each fund includes the adopted budget compared to YTD actuals, and the resulting variance. Also presented is the percentage of actual revenue or expenditures compared to the annual budget.

Budget amendments approved by Council in July will be reflected on the July financial reports.

These draft reports include the following revenues and expenditures:

- YTD revenue receipted by the City.
- YTD revenue from invoices issued by the City.
- YTD payroll through check dates in June.
- YTD vendor payments that:
  - 1) were previously approved by the City Council, or
  - 2) are pending approval by the Council at the August 17<sup>th</sup> meeting.
- Administrative charges and allocations.

These draft reports do not include the following revenues and expenditures:

- Workers Comp and Property Insurance allocations.
- General investment earnings revenue (allocated at year-end)
- Depreciation expense (recorded at year-end)



GENERAL FUND  
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
BUDGET AND ACTUAL  
AS OF JUNE 30, 2020

|                                        | 2020<br>BUDGET    | ACTUAL<br>AS OF<br>6/30/20 | VARIANCE<br>POSITIVE<br>(NEGATIVE) | PERCENT<br>OF BUDGET<br>RECEIVED/<br>EXPENDED |
|----------------------------------------|-------------------|----------------------------|------------------------------------|-----------------------------------------------|
| <b>REVENUES:</b>                       |                   |                            |                                    |                                               |
| Property Taxes *                       | \$ 6,937,682      | \$ 3,433,151               | \$ (3,504,531)                     | 49%                                           |
| Franchise Fees:                        |                   |                            |                                    |                                               |
| Cable TV                               | 305,000           | 75,402                     | (229,598)                          | 25%                                           |
| Gas                                    | 460,000           | 118,742                    | (341,258)                          | 26%                                           |
| Licenses                               | 184,979           | 155,682                    | (29,297)                           | 84%                                           |
| Permits:                               |                   |                            |                                    |                                               |
| Building                               | 565,500           | 147,003                    | (418,497)                          | 26%                                           |
| Plan Check                             | 200,000           | 67,551                     | (132,449)                          | 34%                                           |
| Mechanical, Plumbing & Other           | 178,507           | 71,554                     | (106,953)                          | 40%                                           |
| Intergovernmental:                     |                   |                            |                                    |                                               |
| Federal                                | -                 | 614                        | 614                                |                                               |
| State Aid - LGA                        | 14,171            | -                          | (14,171)                           | 0%                                            |
| State Aid - MSA                        | 120,000           | 120,000                    | -                                  | 100%                                          |
| State Aid - Police and Fire            | 399,500           | 4,264                      | (395,236)                          | 1%                                            |
| State - Other                          | 61,606            | 9,531                      | (52,075)                           | 15%                                           |
| County, School and Local               | 156,160           | 15,529                     | (140,631)                          | 10%                                           |
| Charges For Services:                  |                   |                            |                                    |                                               |
| General Government                     | 166,080           | 58,517                     | (107,563)                          | 35%                                           |
| Public Safety                          | 58,752            | 30,433                     | (28,319)                           | 52%                                           |
| Public Works                           | 121,760           | 30,198                     | (91,562)                           | 25%                                           |
| Parks & Recreation                     | 190,902           | 1,780                      | (189,122)                          | 1%                                            |
| Administrative Charges                 | 4,671,406         | 4,478,015                  | (193,391)                          | 96%                                           |
| Fines And Forfeitures                  | 70,219            | 18,328                     | (51,891)                           | 26%                                           |
| Investment Earnings                    | 22,000            | (2,284)                    | (24,284)                           | -10%                                          |
| Other Revenue                          | 102,484           | 100,521                    | (1,963)                            | 98%                                           |
| <b>TOTAL REVENUES</b>                  | <b>14,986,708</b> | <b>8,934,531</b>           | <b>(6,052,177)</b>                 | <b>60%</b>                                    |
| <b>EXPENDITURES:</b>                   |                   |                            |                                    |                                               |
| General Government:                    |                   |                            |                                    |                                               |
| Mayor & Council                        | 132,407           | 75,204                     | 57,203                             | 57%                                           |
| Communications                         | 99,774            | 45,752                     | 54,022                             | 46%                                           |
| Administration                         | 864,219           | 398,991                    | 465,228                            | 46%                                           |
| Human Resources                        | 241,025           | 127,527                    | 113,498                            | 53%                                           |
| Elections                              | 33,106            | 20,264                     | 12,842                             | 61%                                           |
| Finance/Admin Services                 | 1,743,479         | 886,713                    | 856,766                            | 51%                                           |
| Information Services/Admin Services    | 1,277,863         | 599,796                    | 678,067                            | 47%                                           |
| Fiber Systems                          | 45,000            | 20,888                     | 24,112                             | 46%                                           |
| Legal - City Attorney                  | 80,000            | 50,554                     | 29,446                             | 63%                                           |
| Community Development                  | 330,418           | 212,325                    | 118,093                            | 64%                                           |
| Engineering                            | 393,501           | 225,467                    | 168,034                            | 57%                                           |
| Government Buildings                   | 227,735           | 89,717                     | 138,018                            | 39%                                           |
| Facility Maintenance                   | 409,973           | 29,775                     | 380,198                            | 7%                                            |
| <b>Total General Government</b>        | <b>5,878,500</b>  | <b>2,782,973</b>           | <b>3,095,527</b>                   | <b>47%</b>                                    |
| Public Safety:                         |                   |                            |                                    |                                               |
| Police                                 | 4,689,032         | 2,234,584                  | 2,454,448                          | 48%                                           |
| State DUI Forfeitures                  | 5,700             | 872                        | 4,828                              | 15%                                           |
| Forfeited Drug Property                | 1,000             | -                          | 1,000                              | 0%                                            |
| Crime Prevention Program               | 350               | 50                         | 300                                | 14%                                           |
| Fire Protection                        | 2,070,512         | 955,078                    | 1,115,434                          | 46%                                           |
| Building Inspections (Comm.Dev)        | 662,157           | 276,159                    | 385,998                            | 42%                                           |
| Civil Defense                          | 5,728             | 2,440                      | 3,288                              | 43%                                           |
| COVID-19                               | -                 | 148,072                    | (148,072)                          |                                               |
| <b>Total Public Safety</b>             | <b>7,434,479</b>  | <b>3,469,183</b>           | <b>3,965,296</b>                   | <b>47%</b>                                    |
| Public Works:                          |                   |                            |                                    |                                               |
| Administration                         | 366,164           | 210,575                    | 155,589                            | 58%                                           |
| Streets & Alleys                       | 1,782,805         | 597,818                    | 1,184,987                          | 34%                                           |
| Snow Removal                           | 249,625           | 146,403                    | 103,222                            | 59%                                           |
| Signs                                  | 11,324            | 1,167                      | 10,157                             | 10%                                           |
| Municipal Services/Building            | 232,202           | 92,301                     | 139,901                            | 40%                                           |
| Parks Maintenance                      | 1,096,237         | 562,303                    | 533,934                            | 51%                                           |
| ISD #112 Grounds Maintenance           | 36,225            | 11,743                     | 24,482                             | 32%                                           |
| Tree Control                           | 37,597            | 5,988                      | 31,609                             | 16%                                           |
| <b>Total Public Works</b>              | <b>3,812,179</b>  | <b>1,628,298</b>           | <b>2,183,881</b>                   | <b>43%</b>                                    |
| Parks & Recreation:                    |                   |                            |                                    |                                               |
| Administration                         | 608,218           | 281,144                    | 327,074                            | 46%                                           |
| Youth Recreation                       | 175,519           | 80,650                     | 94,869                             | 46%                                           |
| Adult Recreation                       | 105,768           | 37,036                     | 68,732                             | 35%                                           |
| Beach/Firemen's Park                   | 127,116           | 15,618                     | 111,498                            | 12%                                           |
| Hockey & Skating Rinks                 | 8,631             | 9,248                      | (617)                              | 107%                                          |
| <b>Total Parks &amp; Recreation</b>    | <b>1,025,252</b>  | <b>423,696</b>             | <b>601,556</b>                     | <b>41%</b>                                    |
| Unallocated                            | 79,298            | 8,538                      | 70,760                             | 11%                                           |
| Debt Service                           | -                 | 1,710                      | (1,710)                            |                                               |
| <b>TOTAL EXPENDITURES</b>              | <b>18,229,708</b> | <b>8,462,470</b>           | <b>9,767,238</b>                   | <b>46%</b>                                    |
| <b>OTHER FINANCING SOURCES (USES):</b> |                   |                            |                                    |                                               |
| Transfers In                           | 3,998,000         | 1,807,900                  | (2,190,100)                        | 45%                                           |
| Transfers Out                          | (755,000)         | -                          | (755,000)                          |                                               |
| <b>NET TRANSFERS</b>                   | <b>3,243,000</b>  | <b>1,807,900</b>           | <b>(2,945,100)</b>                 |                                               |
| <b>NET CHANGE IN FUND BALANCES</b>     | <b>-</b>          | <b>2,279,961</b>           | <b>769,961</b>                     |                                               |

\* Tax settlements are received from Carver County in July and December.

The City received early distributions in June.

MOUNT PLEASANT MAINTENANCE FUND  
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
BUDGET AND ACTUAL  
FOR THE PERIOD ENDED 6/30/2020

|                                    | 2020<br>BUDGET | ACTUAL<br>AS OF<br>6/30/20 | VARIANCE<br>POSITIVE<br>(NEGATIVE) | PERCENT<br>OF BUDGET<br>RECEIVED/<br>EXPENDED |
|------------------------------------|----------------|----------------------------|------------------------------------|-----------------------------------------------|
| <b>REVENUES:</b>                   |                |                            |                                    |                                               |
| Property Taxes *                   | \$ 6,000       | \$ 3,000                   | \$ (3,000)                         | 50%                                           |
| Charges For Services/Lot Sales     | 2,400          | 1,000                      | (1,400)                            | 42%                                           |
| Investment Earnings                | 300            | -                          | (300)                              | 0%                                            |
| <b>TOTAL REVENUES</b>              | <b>8,700</b>   | <b>4,000</b>               | <b>(4,700)</b>                     | <b>46%</b>                                    |
| <b>EXPENDITURES:</b>               |                |                            |                                    |                                               |
| Current:                           |                |                            |                                    |                                               |
| Public Works:                      |                |                            |                                    |                                               |
| Professional Services And Charges  | 8,500          | 4,155                      | 4,345                              | 49%                                           |
| Capital Outlay                     | 5,000          | -                          | 5,000                              | 0%                                            |
| <b>TOTAL EXPENDITURES</b>          | <b>13,500</b>  | <b>4,155</b>               | <b>9,345</b>                       | <b>31%</b>                                    |
| <b>NET CHANGE IN FUND BALANCES</b> | <b>(4,800)</b> | <b>(155)</b>               | <b>4,645</b>                       |                                               |

\* Tax settlements are received from Carver County in July and December. The City received early distributions in June.



ECONOMIC DEVELOPMENT AUTHORITY (EDA) FUND  
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
BUDGET AND ACTUAL  
FOR THE PERIOD ENDED 6/30/2020

|                                         | 2020<br>BUDGET | ACTUAL<br>AS OF<br>6/30/20 | VARIANCE<br>POSITIVE<br>(NEGATIVE) | PERCENT<br>OF BUDGET<br>RECEIVED/<br>EXPENDED |
|-----------------------------------------|----------------|----------------------------|------------------------------------|-----------------------------------------------|
| <b>REVENUES:</b>                        |                |                            |                                    |                                               |
| Property Taxes *                        | \$ 165,747     | \$ 82,874                  | \$ (82,873)                        | 50%                                           |
| Intergovernmental **                    | -              | 270,000                    | 270,000                            | 0%                                            |
| Charges For Services                    | 85,000         | 85,000                     | -                                  | 100%                                          |
| Special Assessments                     | 40,000         | -                          | (40,000)                           | 0%                                            |
| Investment Earnings (Charges)           | (5,400)        | -                          | 5,400                              | 0%                                            |
| Leases/Rent                             | 31,300         | 15,582                     | (15,718)                           | 50%                                           |
| <b>TOTAL REVENUES</b>                   | <b>316,647</b> | <b>453,456</b>             | <b>136,809</b>                     | <b>143%</b>                                   |
| <b>EXPENDITURES:</b>                    |                |                            |                                    |                                               |
| Current:                                |                |                            |                                    |                                               |
| Administration:                         |                |                            |                                    |                                               |
| Professional Services                   | 31,243         | 3,078                      | 28,165                             | 10%                                           |
| Other Charges and Special Events        | 46,865         | 12,426                     | 34,439                             | 27%                                           |
| Remit Grant Revenue **                  | -              | 270,000                    | (270,000)                          |                                               |
| Administrative Fees                     | 160,957        | 160,957                    | -                                  | 100%                                          |
| Economic Development Projects/Programs: |                |                            |                                    |                                               |
| Professional Services                   | 41,300         | 52,998                     | (11,698)                           | 128%                                          |
| Other Charges and Special Events        | 19,382         | 9,129                      | 10,253                             | 47%                                           |
| Debt Service:                           |                |                            |                                    |                                               |
| Principal - Promissory Note             | 13,100         | 6,444                      | 6,656                              | 49%                                           |
| Interest - Promissory Note              | 3,800          | 1,956                      | 1,844                              | 51%                                           |
| Capital Outlay                          | -              | 8,858                      | (8,858)                            |                                               |
| <b>TOTAL EXPENDITURES</b>               | <b>316,647</b> | <b>525,846</b>             | <b>(209,199)</b>                   | <b>166%</b>                                   |
| <b>NET CHANGE IN FUND BALANCES</b>      | <b>\$ -</b>    | <b>\$ (72,390)</b>         | <b>\$ (72,390)</b>                 |                                               |

\* Tax settlements are received from Carver County in July and December. The City received early distributions in June.

\*\* Intergovernmental Revenue is a Pass-thru MIF Grant for Formacoat. Payment to Formacoat is reflected in the Total Expenditures.

EQUIPMENT ACQUISITION FUND  
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
BUDGET AND ACTUAL  
FOR THE PERIOD ENDED 6/30/2020

|                                             | 2020<br>BUDGET      | ACTUAL<br>AS OF<br>6/30/20 | VARIANCE<br>POSITIVE<br>(NEGATIVE) | PERCENT<br>OF BUDGET<br>RECEIVED/<br>EXPENDED |
|---------------------------------------------|---------------------|----------------------------|------------------------------------|-----------------------------------------------|
| <b>REVENUES:</b>                            |                     |                            |                                    |                                               |
| Property Taxes *                            | \$ 3,182,000        | \$ 47,500                  | \$ (3,134,500)                     | 1%                                            |
| Intergovernmental                           | -                   | -                          | -                                  |                                               |
| Charges For Services                        | 4,000               | 4,000                      | -                                  | 100%                                          |
| Interest Earnings                           | -                   | 54,285                     | 54,285                             |                                               |
| Leases (tower)                              | 125,000             | 62,033                     | (62,967)                           | 50%                                           |
| Donations/Contributions                     | -                   | 1,650                      | 1,650                              |                                               |
| Other Revenue                               | -                   | -                          | -                                  |                                               |
| <b>TOTAL REVENUES</b>                       | <b>3,311,000</b>    | <b>169,468</b>             | <b>(3,141,532)</b>                 | <b>5%</b>                                     |
| <b>EXPENDITURES:</b>                        |                     |                            |                                    |                                               |
| Debt Service:                               |                     |                            |                                    |                                               |
| Issuance Costs & Fiscal Agent Fees          | 192,000             | -                          | 192,000                            |                                               |
| Capital Outlay:                             |                     |                            |                                    |                                               |
| Furniture And Equipment                     |                     |                            |                                    |                                               |
| Communications                              | 10,000              | -                          | 10,000                             | 0%                                            |
| Admin. Services-Finance                     | 23,000              | -                          | 23,000                             | 0%                                            |
| Admin. Services-Information Services        | 52,000              | 57,867                     | (5,867)                            | 111%                                          |
| Police                                      | 201,000             | -                          | 201,000                            | 0%                                            |
| Fire                                        | 290,000             | -                          | 290,000                            | 0%                                            |
| Public Works                                | 158,000             | 235,879                    | (77,879)                           | 149%                                          |
| <b>TOTAL EXPENDITURES</b>                   | <b>926,000</b>      | <b>293,746</b>             | <b>632,254</b>                     | <b>32%</b>                                    |
| <b>OTHER FINANCING SOURCES (USES):</b>      |                     |                            |                                    |                                               |
| Transfers In                                | 24,000              | -                          | (24,000)                           | 0%                                            |
| Transfers Out                               | (3,468,000)         | -                          | 3,468,000                          | 0%                                            |
| Bonds Issued                                | 440,000             | -                          | (440,000)                          | 0%                                            |
| Sale of Capital Assets                      | -                   | 6,150                      | 6,150                              |                                               |
| <b>TOTAL OTHER FINANCING SOURCES (USES)</b> | <b>(3,004,000)</b>  | <b>6,150</b>               | <b>3,010,150</b>                   |                                               |
| <b>NET CHANGE IN FUND BALANCES</b>          | <b>\$ (619,000)</b> | <b>\$ (118,128)</b>        | <b>\$ 500,872</b>                  |                                               |

\* Tax settlements are received from Carver County in July and December. The City received early distributions in June.



ELECTRIC FUND  
REVENUES, EXPENSES AND CHANGES IN NET POSITION  
BUDGET AND ACTUAL  
FOR THE PERIOD ENDED 6/30/2020

|                                                             | 2020<br>BUDGET    | ACTUAL<br>AS OF<br>6/30/2020 | VARIANCE<br>POSITIVE<br>(NEGATIVE) | PERCENT<br>OF BUDGET<br>RECEIVED /<br>EXPENDED |
|-------------------------------------------------------------|-------------------|------------------------------|------------------------------------|------------------------------------------------|
| <b>OPERATING REVENUES:</b>                                  |                   |                              |                                    |                                                |
| Residential Sales                                           | \$ 8,581,000      | \$ 3,740,885                 | \$ (4,840,115)                     | 44%                                            |
| Senior Sales                                                | 538,000           | 232,565                      | (305,435)                          | 43%                                            |
| Commercial Sales                                            | 1,203,000         | 536,382                      | (666,618)                          | 45%                                            |
| Industrial Sales                                            | 26,630,000        | 12,014,216                   | (14,615,784)                       | 45%                                            |
| Intradepartmental                                           | 1,010,000         | 367,606                      | (642,394)                          | 36%                                            |
| All Other Sales                                             | 1,767,000         | 726,260                      | (1,040,740)                        | 41%                                            |
| <b>TOTAL OPERATING REVENUES</b>                             | <b>39,729,000</b> | <b>17,617,914</b>            | <b>(22,111,086)</b>                | <b>44%</b>                                     |
| <b>OPERATING EXPENSES:</b>                                  |                   |                              |                                    |                                                |
| Purchased Power                                             | 25,991,000        | 13,405,085                   | 12,585,915                         | 52%                                            |
| Distribution:                                               |                   |                              |                                    |                                                |
| Personnel Services                                          | 1,757,725         | 856,014                      | 901,711                            | 49%                                            |
| Supplies, Services & Other Charges                          | 415,968           | 223,051                      | 192,917                            | 54%                                            |
| Administration:                                             |                   |                              |                                    |                                                |
| Personnel Services                                          | 334,437           | 101,525                      | 232,912                            | 30%                                            |
| Supplies, Services & Other Charges                          | 2,759,015         | 2,701,890                    | 57,125                             | 98%                                            |
| Utility Billing:                                            |                   |                              |                                    |                                                |
| Personnel Services                                          | 273,016           | 125,181                      | 147,835                            | 46%                                            |
| Supplies, Services & Other Charges                          | 145,239           | 122,545                      | 22,694                             | 84%                                            |
| Conservation Programs                                       | 663,974           | 133,885                      | 530,089                            | 20%                                            |
| Capital Outlay                                              | 796,500           | 836,087                      | (39,587)                           | 105%                                           |
| <b>TOTAL OPERATING EXPENSES</b>                             | <b>33,136,874</b> | <b>18,505,263</b>            | <b>14,631,611</b>                  | <b>56%</b>                                     |
| <b>OPERATING INCOME</b>                                     | <b>6,592,126</b>  | <b>(887,349)</b>             | <b>(7,479,475)</b>                 |                                                |
| <b>NON-OPERATING REVENUES:</b>                              |                   |                              |                                    |                                                |
| Investment Earnings                                         | 33,500            | (3,617)                      | (37,117)                           | -11%                                           |
| Intergovernmental                                           | -                 | 16                           | 16                                 |                                                |
| <b>TOTAL NON-OPERATING REVENUES</b>                         | <b>33,500</b>     | <b>(3,601)</b>               | <b>(37,101)</b>                    |                                                |
| <b>NON-OPERATING EXPENSES:</b>                              |                   |                              |                                    |                                                |
| Debt Service - Principal                                    | 484,675           | -                            | 484,675                            | 0%                                             |
| Debt Service - Interest                                     | 342,089           | 147,773                      | 194,316                            | 43%                                            |
| Debt Service - Agent Fees                                   | 450               | -                            | 450                                |                                                |
| <b>TOTAL NON-OPERATING EXPENSES</b>                         | <b>827,214</b>    | <b>147,773</b>               | <b>679,441</b>                     | <b>18%</b>                                     |
| <b>INCOME (LOSS) BEFORE CONTRIBUTIONS<br/>AND TRANSFERS</b> | <b>5,798,412</b>  | <b>(1,038,723)</b>           | <b>(6,837,135)</b>                 |                                                |
| <b>CAPITAL CONTRIBUTIONS</b>                                | <b>-</b>          | <b>219,357</b>               | <b>219,357</b>                     |                                                |
| <b>TRANSFERS IN (OUT):</b>                                  |                   |                              |                                    |                                                |
| Transfers (Out)                                             | (5,784,000)       | (1,807,900)                  | 3,976,100                          | 31%                                            |
| <b>CHANGE IN NET POSITION</b>                               | <b>\$ 14,412</b>  | <b>\$ (2,627,266)</b>        | <b>\$ (2,641,678)</b>              |                                                |

**WATER FUND**  
**REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**BUDGET AND ACTUAL**  
**FOR THE PERIOD ENDED 6/30/2020**

|                                                             | 2020<br>BUDGET     | ACTUAL<br>AS OF<br>6/30/2020 | VARIANCE<br>POSITIVE<br>(NEGATIVE) | PERCENT<br>OF BUDGET<br>RECEIVED/<br>EXPENDED |
|-------------------------------------------------------------|--------------------|------------------------------|------------------------------------|-----------------------------------------------|
| <b>OPERATING REVENUES:</b>                                  |                    |                              |                                    |                                               |
| Residential Sales                                           | \$ 1,302,000       | \$ 509,931                   | \$ (792,069)                       | 39%                                           |
| Commercial Sales                                            | 919,000            | 314,512                      | (604,488)                          | 34%                                           |
| Industrial Sales                                            | 294,000            | 142,001                      | (151,999)                          | 48%                                           |
| All Other Sales                                             | 425,100            | 196,596                      | (228,504)                          | 46%                                           |
| <b>TOTAL OPERATING REVENUES</b>                             | <b>2,940,100</b>   | <b>1,163,040</b>             | <b>(1,777,060)</b>                 | <b>40%</b>                                    |
| <b>OPERATING EXPENSES:</b>                                  |                    |                              |                                    |                                               |
| Pumping                                                     | 240,137            | 103,612                      | 136,525                            | 43%                                           |
| Treatment                                                   | 269,812            | 166,629                      | 103,183                            | 62%                                           |
| Distribution:                                               |                    |                              |                                    |                                               |
| Personnel Services                                          | 509,931            | 224,302                      | 285,629                            | 44%                                           |
| Supplies, Services & Other Charges                          | 306,904            | 133,602                      | 173,302                            | 44%                                           |
| Administration :                                            |                    |                              |                                    |                                               |
| Personnel Services                                          | 120,861            | 58,202                       | 62,659                             | 48%                                           |
| Supplies, Services & Other Charges                          | 590,203            | 579,081                      | 11,122                             | 98%                                           |
| Utility Billing:                                            |                    |                              |                                    |                                               |
| Personnel Services                                          | 136,511            | 62,591                       | 73,920                             | 46%                                           |
| Supplies, Services & Other Charges                          | 35,396             | 27,470                       | 7,926                              | 78%                                           |
| Capital Outlay                                              | 208,500            | 131,214                      | 77,286                             | 63%                                           |
| <b>TOTAL OPERATING EXPENSES</b>                             | <b>2,418,255</b>   | <b>1,486,703</b>             | <b>931,552</b>                     | <b>61%</b>                                    |
| <b>OPERATING INCOME</b>                                     | <b>521,845</b>     | <b>(323,663)</b>             | <b>(845,508)</b>                   | <b>-62%</b>                                   |
| <b>NON-OPERATING REVENUES:</b>                              |                    |                              |                                    |                                               |
| Investment Earnings                                         | 16,200             | (3,180)                      | (19,380)                           | -20%                                          |
| Lease - Bountiful Basket                                    | 30,000             | 15,049                       | (14,951)                           | 50%                                           |
| Insurance Claims                                            | -                  | 17,750                       | 17,750                             |                                               |
| <b>TOTAL NON-OPERATING REVENUES</b>                         | <b>46,200</b>      | <b>29,619</b>                | <b>(16,581)</b>                    | <b>64%</b>                                    |
| <b>NON-OPERATING EXPENSES:</b>                              |                    |                              |                                    |                                               |
| Debt Service - Principal                                    | 638,783            | 40,000                       | 598,783                            | 6%                                            |
| Debt Service - Principal (Contra Account)                   | -                  | (40,000)                     | 40,000                             |                                               |
| Debt Service - Interest                                     | 350,748            | 178,795                      | 171,953                            | 51%                                           |
| Issuance Costs & Fiscal Agent Fees                          | -                  | 60                           | (60)                               |                                               |
| Old Water Treatment Plant/Bountiful Basket                  | -                  | 1,280                        | (1,280)                            |                                               |
| <b>TOTAL NON-OPERATING EXPENSES</b>                         | <b>989,531</b>     | <b>180,135</b>               | <b>809,396</b>                     | <b>18%</b>                                    |
| <b>INCOME (LOSS) BEFORE CONTRIBUTIONS<br/>AND TRANSFERS</b> | <b>(421,486)</b>   | <b>(474,179)</b>             | <b>(52,693)</b>                    |                                               |
| <b>TRANSFERS IN (OUT):</b>                                  |                    |                              |                                    |                                               |
| Transfers In                                                | 485,000            | -                            | (485,000)                          |                                               |
| Transfers (Out)                                             | (76,000)           | (7,941)                      | 68,059                             |                                               |
| <b>NET TRANSFERS IN (OUT)</b>                               | <b>409,000</b>     | <b>(7,941)</b>               | <b>(416,941)</b>                   |                                               |
| <b>CHANGE IN NET POSITION</b>                               | <b>\$ (12,486)</b> | <b>\$ (482,120)</b>          | <b>\$ (469,634)</b>                |                                               |



**SEWER FUND**  
**REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**BUDGET AND ACTUAL**  
**FOR THE PERIOD ENDED 6/30/20**

|                                           | 2020<br>BUDGET      | ACTUAL<br>AS OF<br>6/30/2020 | VARIANCE<br>POSITIVE<br>(NEGATIVE) | PERCENT<br>OF BUDGET<br>RECEIVED/<br>EXPENDED |
|-------------------------------------------|---------------------|------------------------------|------------------------------------|-----------------------------------------------|
| <b>OPERATING REVENUES:</b>                |                     |                              |                                    |                                               |
| Residential Sales                         | \$ 1,510,300        | \$ 691,440                   | \$ (818,860)                       | 46%                                           |
| Commercial Sales                          | 1,081,100           | 454,075                      | (627,025)                          | 42%                                           |
| Industrial Sales                          | 1,091,000           | 418,581                      | (672,419)                          | 38%                                           |
| Other Sales                               | 765,852             | 373,398                      | (392,454)                          | 49%                                           |
| <b>TOTAL OPERATING REVENUE</b>            | <b>4,448,252</b>    | <b>1,937,494</b>             | <b>(2,510,758)</b>                 | <b>44%</b>                                    |
| <b>OPERATING EXPENSES:</b>                |                     |                              |                                    |                                               |
| Pumping                                   | 49,056              | 6,310                        | 42,746                             | 13%                                           |
| Treatment                                 | 2,675,539           | 1,560,731                    | 1,114,808                          | 58%                                           |
| Collection:                               |                     |                              |                                    |                                               |
| Personnel Services                        | 509,933             | 227,344                      | 282,589                            | 45%                                           |
| Supplies, Services & Other Charges        | 157,778             | 55,171                       | 102,607                            | 35%                                           |
| Administration:                           |                     |                              |                                    |                                               |
| Personnel Services                        | 120,858             | 58,202                       | 62,656                             | 48%                                           |
| Supplies, Services & Other Charges        | 579,947             | 572,953                      | 6,994                              | 99%                                           |
| Utility Billing:                          |                     |                              |                                    |                                               |
| Personnel Services                        | 136,511             | 62,591                       | 73,920                             | 46%                                           |
| Supplies, Services & Other Charges        | 35,203              | 27,700                       | 7,503                              | 79%                                           |
| Capital Outlay                            | 110,500             | 71,178                       | 39,322                             | 64%                                           |
| <b>TOTAL OPERATING EXPENSES</b>           | <b>4,375,325</b>    | <b>2,642,180</b>             | <b>1,733,145</b>                   | <b>60%</b>                                    |
| <b>OPERATING INCOME</b>                   | <b>72,927</b>       | <b>(704,686)</b>             | <b>(777,613)</b>                   |                                               |
| <b>NON-OPERATING REVENUES:</b>            |                     |                              |                                    |                                               |
| Investment Earnings                       | 3,600               | (457)                        | (4,057)                            | -13%                                          |
| Intergovernmental                         | -                   | 5                            | 5                                  |                                               |
| <b>TOTAL NON-OPERATING REVENUES</b>       | <b>3,600</b>        | <b>(452)</b>                 | <b>(4,052)</b>                     | <b>-13%</b>                                   |
| <b>NON-OPERATING EXPENSES:</b>            |                     |                              |                                    |                                               |
| Debt Service - Principal                  | 138,783             | 125,000                      | (13,783)                           | 90%                                           |
| Debt Service - Principal (Contra Account) | -                   | (125,000)                    | (125,000)                          |                                               |
| Debt Service - Interest                   | 80,253              | 43,901                       | (36,352)                           | 55%                                           |
| Issuance Costs & Fiscal Agent Fees        | -                   | 265                          | 265                                |                                               |
| <b>TOTAL NON-OPERATING EXPENSES</b>       | <b>219,036</b>      | <b>44,166</b>                | <b>(174,870)</b>                   |                                               |
| <b>INCOME (LOSS) BEFORE TRANSFERS</b>     | <b>(142,509)</b>    | <b>(749,304)</b>             | <b>(606,795)</b>                   |                                               |
| <b>TRANSFERS IN (OUT):</b>                |                     |                              |                                    |                                               |
| Transfers (Out)                           | (116,000)           | (12,291)                     | 103,709                            |                                               |
| <b>CHANGE IN NET POSITION</b>             | <b>\$ (258,509)</b> | <b>\$ (761,595)</b>          | <b>\$ (503,086)</b>                |                                               |

**CHASKA COMMUNITY CENTER FUND  
REVENUES, EXPENSES AND CHANGES IN NET POSITION  
BUDGET AND ACTUAL  
FOR THE PERIOD ENDED 6/30/2020**

|                                       | 2020<br>BUDGET      | ACTUAL<br>AS OF<br>6/30/2020 | VARIANCE<br>POSITIVE<br>(NEGATIVE) | PERCENT<br>OF BUDGET<br>RECEIVED/<br>EXPENDED |
|---------------------------------------|---------------------|------------------------------|------------------------------------|-----------------------------------------------|
| <b>OPERATING REVENUES:</b>            |                     |                              |                                    |                                               |
| Admissions                            | \$ 445,926          | \$ 95,509                    | \$ (350,417)                       | 21%                                           |
| Memberships                           | 1,116,200           | 336,836                      | (779,364)                          | 30%                                           |
| Rentals                               | 1,076,717           | 483,235                      | (593,482)                          | 45%                                           |
| Charges for Services/Lessons          | 639,193             | 136,139                      | (503,054)                          | 21%                                           |
| Other Sales                           | 139,540             | 42,964                       | (96,576)                           | 31%                                           |
| <b>TOTAL OPERATING REVENUE</b>        | <b>\$ 3,417,576</b> | <b>\$ 1,094,683</b>          | <b>\$ (2,322,893)</b>              | <b>32%</b>                                    |
| <b>OPERATING EXPENSES:</b>            |                     |                              |                                    |                                               |
| Personnel Services                    | 2,391,335           | 1,086,854                    | 1,304,481                          | 45%                                           |
| Operating Supplies                    | 201,378             | 141,980                      | 59,398                             | 71%                                           |
| Professional Services                 | 735,947             | 328,027                      | 407,920                            | 45%                                           |
| Other Charges                         | 296,605             | 395,350                      | (98,745)                           | 133%                                          |
| Capital Outly                         | -                   | 203,582                      | (203,582)                          |                                               |
| <b>TOTAL OPERATING EXPENSES</b>       | <b>3,625,265</b>    | <b>2,155,793</b>             | <b>1,469,472</b>                   | <b>59%</b>                                    |
| <b>OPERATING INCOME</b>               | <b>(207,689)</b>    | <b>(1,061,110)</b>           | <b>(853,421)</b>                   |                                               |
| <b>NON-OPERATING REVENUES:</b>        |                     |                              |                                    |                                               |
| Investment Earnings (Charges)         | (11,400)            | 130                          | 11,530                             | -1%                                           |
| <b>TOTAL NON-OPERATING REVENUES</b>   | <b>(11,400)</b>     | <b>130</b>                   | <b>11,530</b>                      | <b>-1%</b>                                    |
| <b>NON-OPERATING EXPENSES:</b>        |                     |                              |                                    |                                               |
| Debt Service - Principal              | 340,000             | -                            | 340,000                            | 0%                                            |
| Debt Service - Interest               | 154,030             | 80,036                       | 73,994                             | 52%                                           |
| Issuance Costs & Fiscal Agent Fees    | 2,750               | 1,700                        | 1,050                              | 62%                                           |
| <b>TOTAL NON-OPERATING EXPENSES</b>   | <b>496,780</b>      | <b>81,736</b>                | <b>415,044</b>                     | <b>16%</b>                                    |
| <b>INCOME (LOSS) BEFORE TRANSFERS</b> | <b>(715,869)</b>    | <b>(1,142,716)</b>           | <b>(426,847)</b>                   |                                               |
| <b>TRANSFERS IN (OUT):</b>            |                     |                              |                                    |                                               |
| Transfers In                          | 474,000             | -                            | (474,000)                          |                                               |
| <b>CHANGE IN NET POSITION</b>         | <b>\$ (241,869)</b> | <b>\$ (1,142,716)</b>        | <b>\$ (900,847)</b>                |                                               |



**CHASKA PAR 30 FUND**  
**REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**BUDGET AND ACTUAL**  
**FOR THE PERIOD ENDED 6/30/20**

|                                     | 2020<br>BUDGET     | ACTUAL<br>AS OF<br>6/30/2020 | VARIANCE<br>POSITIVE<br>(NEGATIVE) | PERCENT<br>OF BUDGET<br>RECEIVED/<br>EXPENDED |
|-------------------------------------|--------------------|------------------------------|------------------------------------|-----------------------------------------------|
| <b>OPERATING REVENUES:</b>          |                    |                              |                                    |                                               |
| Green Fees                          | \$ 129,700         | \$ 90,331                    | \$ (39,369)                        | 70%                                           |
| Cart Rental                         | 10,000             | 3,533                        | (6,467)                            | 35%                                           |
| Merchandise & Other Sales           | 6,026              | 320                          | (5,706)                            | 5%                                            |
| <b>TOTAL OPERATING REVENUES</b>     | <u>145,726</u>     | <u>94,184</u>                | <u>(51,542)</u>                    | 65%                                           |
| <b>OPERATING EXPENSES:</b>          |                    |                              |                                    |                                               |
| Golf - Maintenance Dept:            |                    |                              |                                    |                                               |
| Personnel Services                  | 82,143             | 35,776                       | 46,367                             | 44%                                           |
| Supplies, Services & Other Charges  | 23,444             | 5,463                        | 17,981                             | 23%                                           |
| Golf - Club House:                  |                    |                              |                                    |                                               |
| Personnel Services                  | 39,975             | 15,538                       | 24,437                             | 39%                                           |
| Supplies, Services & Other Charges  | 44,092             | 23,638                       | 20,454                             | 54%                                           |
| Merchandise for Resale              | 4,080              | 1,538                        | 2,542                              | 38%                                           |
| Golf - Learning Links               | -                  | 215,183                      | (215,183)                          |                                               |
| <b>TOTAL OPERATING EXPENSES</b>     | <u>193,734</u>     | <u>297,136</u>               | <u>(103,402)</u>                   | 153%                                          |
| <b>OPERATING INCOME</b>             | <u>(48,008)</u>    | <u>(202,952)</u>             | <u>(154,944)</u>                   |                                               |
| <b>NON-OPERATING REVENUES:</b>      |                    |                              |                                    |                                               |
| Investment Earnings (Charges)       | (1,500)            | -                            | 1,500                              |                                               |
| <b>TOTAL NON-OPERATING REVENUES</b> | <u>(1,500)</u>     | <u>-</u>                     | <u>1,500</u>                       |                                               |
| <b>CHANGE IN NET POSITION</b>       | <u>\$ (49,508)</u> | <u>\$ (202,952)</u>          | <u>\$ (153,444)</u>                |                                               |

**CHASKA TOWN COURSE FUND**  
**REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**BUDGET AND ACTUAL**  
**FOR THE PERIOD ENDED 6/30/20**

|                                     | <u>2020</u><br><u>BUDGET</u> | <u>ACTUAL</u><br><u>AS OF</u><br><u>6/30/2020</u> | <u>VARIANCE</u><br><u>POSITIVE</u><br><u>(NEGATIVE)</u> | <u>PERCENT</u><br><u>OF BUDGET</u><br><u>RECEIVED/</u><br><u>EXPENDED</u> |
|-------------------------------------|------------------------------|---------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------|
| <b>OPERATING REVENUES:</b>          |                              |                                                   |                                                         |                                                                           |
| Green Fees                          | \$ 1,332,000                 | \$ 675,861                                        | \$ (656,139)                                            | 51%                                                                       |
| Driving Range                       | 100,000                      | 49,999                                            | (50,001)                                                | 50%                                                                       |
| Cart Rental                         | 292,000                      | 97,001                                            | (194,999)                                               | 33%                                                                       |
| Merchandise                         | 314,500                      | 81,500                                            | (233,000)                                               | 26%                                                                       |
| All Other Sales                     | 139,000                      | 60,558                                            | (78,442)                                                | 44%                                                                       |
| <b>TOTAL OPERATING REVENUE</b>      | <u>\$ 2,177,500</u>          | <u>\$ 964,919</u>                                 | <u>\$ (1,212,581)</u>                                   | <b>44%</b>                                                                |
| <b>OPERATING EXPENSES:</b>          |                              |                                                   |                                                         |                                                                           |
| Golf - Maintenance Dept:            |                              |                                                   |                                                         |                                                                           |
| Personnel Services                  | 622,361                      | 262,059                                           | 360,302                                                 | 42%                                                                       |
| Supplies, Services & Other Charges  | 276,107                      | 163,241                                           | 112,866                                                 | 59%                                                                       |
| Golf - Club House:                  |                              |                                                   |                                                         |                                                                           |
| Personnel Services                  | 525,897                      | 212,215                                           | 313,682                                                 | 40%                                                                       |
| Supplies, Services & Other Charges  | 381,076                      | 211,595                                           | 169,481                                                 | 56%                                                                       |
| Merchandise for Resale              | 173,417                      | 129,455                                           | 43,962                                                  | 75%                                                                       |
| Capital Outlay                      | 61,180                       | 209,030                                           | (147,850)                                               | 342%                                                                      |
| <b>TOTAL OPERATING EXPENSES</b>     | <u>2,040,038</u>             | <u>1,187,595</u>                                  | <u>852,443</u>                                          | <b>58%</b>                                                                |
| <b>OPERATING INCOME</b>             | <u>137,462</u>               | <u>(222,676)</u>                                  | <u>(360,138)</u>                                        |                                                                           |
| <b>NON-OPERATING REVENUES:</b>      |                              |                                                   |                                                         |                                                                           |
| Investment Earnings (Charges)       | (8,200)                      | -                                                 | 8,200                                                   |                                                                           |
| <b>TOTAL NON-OPERATING REVENUES</b> | <u>(8,200)</u>               | <u>-</u>                                          | <u>8,200</u>                                            |                                                                           |
| <b>NON-OPERATING EXPENSES:</b>      |                              |                                                   |                                                         |                                                                           |
| Debt Service - Principal            | 88,900                       | -                                                 | 88,900                                                  | 0%                                                                        |
| Debt Service - Interest             | 19,200                       | 30,009                                            | (10,809)                                                | 156%                                                                      |
| <b>TOTAL NON-OPERATING EXPENSES</b> | <u>108,100</u>               | <u>30,009</u>                                     | <u>78,091</u>                                           | <b>28%</b>                                                                |
| <b>CHANGE IN NET POSITION</b>       | <u>\$ 21,162</u>             | <u>\$ (252,685)</u>                               | <u>\$ (273,847)</u>                                     |                                                                           |



**TURBINE GENERATOR FUND**  
**REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**BUDGET AND ACTUAL**  
**FOR THE PERIOD ENDED 6/30/20**

|                                           | <u>2020<br/>BUDGET</u> | <u>ACTUAL<br/>AS OF<br/>6/30/2020</u> | <u>VARIANCE<br/>POSITIVE<br/>(NEGATIVE)</u> | <u>PERCENT<br/>OF BUDGET<br/>RECEIVED/<br/>EXPENDED</u> |
|-------------------------------------------|------------------------|---------------------------------------|---------------------------------------------|---------------------------------------------------------|
| <b>OPERATING REVENUES:</b>                |                        |                                       |                                             |                                                         |
| Lease Revenue                             | <u>\$ 2,486,184</u>    | <u>\$ 633,361</u>                     | <u>\$ (1,852,823)</u>                       | 25%                                                     |
| <b>OPERATING EXPENSES:</b>                |                        |                                       |                                             |                                                         |
| Professional Services                     | 84,000                 | 92,137                                | (8,137)                                     | 110%                                                    |
| Other Charges                             | <u>298,345</u>         | <u>56,586</u>                         | <u>241,759</u>                              | 19%                                                     |
| <b>TOTAL OPERATING EXPENSES</b>           | <u>382,345</u>         | <u>148,723</u>                        | <u>233,622</u>                              | 39%                                                     |
| <b>OPERATING INCOME</b>                   | <u>2,103,839</u>       | <u>484,638</u>                        | <u>(1,619,201)</u>                          |                                                         |
| <b>NON-OPERATING REVENUES:</b>            |                        |                                       |                                             |                                                         |
| Investment Earnings                       | -                      | (2,389)                               | (2,389)                                     |                                                         |
| Interfund Loan Payments                   | <u>104,219</u>         | <u>-</u>                              | <u>(104,219)</u>                            | 0%                                                      |
| <b>TOTAL NON-OPERATING REVENUES</b>       | <u>104,219</u>         | <u>(2,389)</u>                        | <u>(106,608)</u>                            | -2%                                                     |
| <b>NON-OPERATING EXPENSES:</b>            |                        |                                       |                                             |                                                         |
| Debt Service - Principal                  | 1,220,000              | -                                     | 1,220,000                                   | 0%                                                      |
| Debt Service - Principal (Contra Account) | -                      | -                                     | -                                           |                                                         |
| Debt Service - Interest                   | 862,250                | 431,125                               | 431,125                                     | 50%                                                     |
| Issuance Costs & Fiscal Agent Fees        | <u>4,500</u>           | <u>-</u>                              | <u>4,500</u>                                | 0%                                                      |
| <b>TOTAL NON-OPERATING EXPENSES</b>       | <u>2,086,750</u>       | <u>431,125</u>                        | <u>1,655,625</u>                            | 21%                                                     |
| <b>CHANGE IN NET POSITION</b>             | <u>\$ 121,308</u>      | <u>\$ 51,124</u>                      | <u>\$ (70,184)</u>                          |                                                         |

**STORM WATER FUND**  
**REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**BUDGET AND ACTUAL**  
**FOR THE PERIOD ENDED 6/30/20**

|                                           | 2020<br>BUDGET   | ACTUAL<br>AS OF<br>6/30/2020 | VARIANCE<br>POSITIVE<br>(NEGATIVE) | PERCENT<br>OF BUDGET<br>RECEIVED/<br>EXPENDED |
|-------------------------------------------|------------------|------------------------------|------------------------------------|-----------------------------------------------|
| <b>OPERATING REVENUES:</b>                |                  |                              |                                    |                                               |
| Residential Sales                         | \$ 992,000       | \$ 587,187                   | \$ (404,813)                       | 59%                                           |
| Industrial Sales                          | 758,000          | 444,851                      | (313,149)                          | 59%                                           |
| All Other Sales                           | 3,000            | 649                          | (2,351)                            | 22%                                           |
| <b>TOTAL OPERATING REVENUE</b>            | <u>1,753,000</u> | <u>1,032,687</u>             | <u>(720,313)</u>                   | 59%                                           |
| <b>OPERATING EXPENSES:</b>                |                  |                              |                                    |                                               |
| Collections:                              |                  |                              |                                    |                                               |
| Personnel Services                        | 358,600          | 70,676                       | 287,924                            | 20%                                           |
| Supplies, Services & Other Charges        | 355,864          | 95,674                       | 260,190                            | 27%                                           |
| Administration :                          |                  |                              |                                    |                                               |
| Personnel Services                        | 134,417          | 62,304                       | 72,113                             | 46%                                           |
| Supplies, Services & Other Charges        | 438,909          | 355,287                      | 83,622                             | 81%                                           |
| Utility Billing:                          |                  |                              |                                    |                                               |
| Supplies, Services & Other Charges        | 23,420           | 26,899                       | (3,479)                            | 115%                                          |
| Depreciation                              | 30,000           | -                            | 30,000                             | 0%                                            |
| Capital Outlay                            | 125,000          | 89,804                       | 35,196                             | 72%                                           |
| <b>TOTAL OPERATING EXPENSES</b>           | <u>1,466,210</u> | <u>700,644</u>               | <u>765,566</u>                     | 48%                                           |
| <b>OPERATING INCOME</b>                   | <u>286,790</u>   | <u>332,043</u>               | <u>45,253</u>                      |                                               |
| <b>NON-OPERATING REVENUES:</b>            |                  |                              |                                    |                                               |
| Investment Earnings                       | 2,200            | (780)                        | (2,980)                            | -35%                                          |
| Intergovernmental                         | -                | -                            | -                                  |                                               |
| <b>TOTAL NON-OPERATING REVENUES</b>       | <u>2,200</u>     | <u>(780)</u>                 | <u>(2,980)</u>                     |                                               |
| <b>NON-OPERATING EXPENSES:</b>            |                  |                              |                                    |                                               |
| Debt Service - Principal                  | 137,333          | 80,000                       | 57,333                             | 58%                                           |
| Debt Service - Principal (Contra Account) | -                | (80,000)                     | 80,000                             |                                               |
| Debt Service - Interest                   | 58,864           | 33,508                       | 25,356                             | 57%                                           |
| Issuance Costs & Fiscal Agent Fees        | -                | 175                          | (175)                              |                                               |
| <b>TOTAL NON-OPERATING EXPENSES</b>       | <u>196,197</u>   | <u>33,683</u>                | <u>162,514</u>                     | 17%                                           |
| <b>INCOME (LOSS) BEFORE TRANSFERS</b>     | <u>92,793</u>    | <u>297,580</u>               | <u>204,787</u>                     |                                               |
| <b>TRANSFERS IN (OUT):</b>                |                  |                              |                                    |                                               |
| Transfers In                              | 206,186          | -                            | (206,186)                          | 0%                                            |
| Transfers (Out)                           | (223,000)        | (5,058)                      | 217,942                            | 2%                                            |
| <b>NET TRANSFERS IN (OUT)</b>             | <u>(16,814)</u>  | <u>(5,058)</u>               | <u>11,756</u>                      |                                               |
| <b>CHANGE IN NET POSITION</b>             | <u>\$ 75,979</u> | <u>\$ 292,522</u>            | <u>\$ 216,543</u>                  |                                               |



**CHASKA CURLING AND EVENT CENTER FUND**  
**REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**BUDGET AND ACTUAL**  
**FOR THE PERIOD ENDED 6/30/2020**

|                                         | 2020<br>BUDGET     | ACTUAL<br>AS OF<br>6/30/2020 | VARIANCE<br>POSITIVE<br>(NEGATIVE) | PERCENT<br>OF BUDGET<br>RECEIVED/<br>EXPENDED |
|-----------------------------------------|--------------------|------------------------------|------------------------------------|-----------------------------------------------|
| <b>OPERATING REVENUES:</b>              |                    |                              |                                    |                                               |
| Memberships                             | \$ 142,067         | \$ 70,149                    | \$ (71,918)                        | 49%                                           |
| Rentals                                 | 199,257            | 25,851                       | (173,406)                          | 13%                                           |
| Lessons                                 | 237,311            | 79,630                       | (157,681)                          | 34%                                           |
| Leagues                                 | 219,075            | 73,087                       | (145,988)                          | 33%                                           |
| Leases                                  | 409,000            | 82,882                       | (326,118)                          | 20%                                           |
| Other Sales Revenue                     | 68,371             | 22,140                       | (46,231)                           | 32%                                           |
| <b>TOTAL OPERATING REVENUES</b>         | <b>1,275,081</b>   | <b>353,739</b>               | <b>(921,342)</b>                   | <b>28%</b>                                    |
| <b>OPERATING EXPENSES:</b>              |                    |                              |                                    |                                               |
| Administration:                         |                    |                              |                                    |                                               |
| Personnel Services                      | 354,757            | 163,323                      | 191,434                            | 46%                                           |
| Supplies, Services & Other Charges      | 345,385            | 160,250                      | 185,135                            | 46%                                           |
| Event Center:                           |                    |                              |                                    |                                               |
| Personnel Services                      | 103,881            | 47,091                       | 56,790                             | 45%                                           |
| Supplies, Services & Other Charges      | 39,953             | 11,932                       | 28,021                             | 30%                                           |
| Curling Center:                         |                    |                              |                                    |                                               |
| Personnel Services                      | 241,359            | 103,550                      | 137,809                            | 43%                                           |
| Supplies, Services & Other Charges      | 117,708            | 46,790                       | 70,918                             | 40%                                           |
| Crooked Pint                            | 53,326             | 41,538                       | 11,788                             | 78%                                           |
| Curling/ Non-recurring Events           | -                  | -                            | -                                  |                                               |
| Capital Outlay                          | 5,000              | -                            | 5,000                              |                                               |
| <b>TOTAL OPERATING EXPENSES</b>         | <b>1,261,369</b>   | <b>574,474</b>               | <b>686,895</b>                     | <b>46%</b>                                    |
| <b>OPERATING INCOME</b>                 | <b>13,712</b>      | <b>(220,735)</b>             | <b>(234,447)</b>                   |                                               |
| <b>NON-OPERATING REVENUES:</b>          |                    |                              |                                    |                                               |
| Investment Earnings (Charges)           | (11,800)           | 678                          | 12,478                             |                                               |
| <b>TOTAL NON-OPERATING REVENUES</b>     | <b>(11,800)</b>    | <b>678</b>                   | <b>12,478</b>                      |                                               |
| <b>NON-OPERATING EXPENSES:</b>          |                    |                              |                                    |                                               |
| Debt Service-Principal                  | 1,000,000          | 1,000,000                    | -                                  | 100%                                          |
| Debt Service-Principal (Contra Account) | -                  | (1,000,000)                  | 1,000,000                          |                                               |
| Debt Service-Interest                   | 585,877            | 242,514                      | 343,363                            | 41%                                           |
| Issuance Costs & Fiscal Agent Fees      | 1,600              | 3,200                        | (1,600)                            | 200%                                          |
| <b>TOTAL NON-OPERATING EXPENSES</b>     | <b>1,587,477</b>   | <b>245,714</b>               | <b>1,341,763</b>                   | <b>15%</b>                                    |
| <b>INCOME (LOSS) BEFORE TRANSFERS</b>   | <b>(1,585,565)</b> | <b>(465,771)</b>             | <b>1,119,794</b>                   |                                               |
| <b>TRANSFERS IN (OUT):</b>              |                    |                              |                                    |                                               |
| Transfers In                            | 1,587,477          | 1,253,804                    | (333,673)                          | 79%                                           |
| <b>CHANGE IN NET POSITION</b>           | <b>\$ 1,912</b>    | <b>\$ 788,033</b>            | <b>\$ 786,121</b>                  |                                               |