



AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, August 02, 2021
7:00 PM

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1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
6. Approve Previous Meeting Minutes
 - 6.A. Approve the July 12th City Council Meeting Minutes
7. Consent Items
 - 7.A. Approve Massage Therapy Registration
 - 7.B. Adopt Resolution 2021-49, Award Bid for the Chaska Creek Boulevard Phase 2 Project
 - 7.C. Adopt Resolution 2021-50, Authorizing Staff to Send Offer Letters to Affected Property Owners
 - 7.D. Adopt Resolution 2021-51, Financing of Fitness Equipment
 - 7.E. Adopt Resolution 2021-52, Needs Assessment for Comcast Cable Television Franchise Ordinance Renewal
8. Action Items

- 8.A. Approval of Adjustments to Pension Benefits for Chaska Fire Department Relief Association
- 9. Bills
 - 9.A. ACCOUNTS PAYABLE COUNCIL ROSTER 8-2-2021
- 10. Other Business
 - 10.A. City Administrator's Report
 - 10.A.i. Biweekly August 2, 2021
 - 10.B. Council Update on Downtown 41 Project
 - 10.C. Other Meeting Minutes
 - 10.C.i. HRC Minutes for 5-27-2021
 - 10.C.ii. HRC Minutes for 06-24-2021
- 11. Adjourn

**- MINUTES -
CHASKA CITY COUNCIL
July 12, 2021**

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

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

Absent: None.

Also Present: Matt Podhradsky, City Administrator; Noel Graczyk, Administrative Services Director; Kevin Wright, Communication Director; Nate Kabat, Assistant Administrator.

4. Adopt the Agenda

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

5. Visitor Presentation

5.A. Beyond the Yellow Ribbon – Libby Fairchild

Libby Fairchild addressed the Council. She stated Chaska has been a beyond the Yellow Ribbon city for about 10 years and noted while the Veterans Council has taken over a lot of the responsibilities the Beyond the Yellow Ribbon Committee of Chaska handles 2 events a year. One of the 2 events is the Golf Tournament, which will be held at Deer Run Golf Course in Victoria, Minnesota on September 1st, 2021. She stated last year they raised \$92k for military and veteran support within the community. She stated there are 3 ways for the community to get involved; 1) Register for the golf tournament for \$150, which includes, lunch, dinner, golf cart and golf fees, 2) Donate to the online auction which is August 22nd - September 4th, or 3) Become a sponsor and you will get free tee times. For more information she noted anyone can visit btyrofchaska.org.

5.B. Friends of the Chaska Library – Alice O'Donnell

Alice O'Donnell of the Friends of Chaska address the Council stated she is promoting the book sale this year. She stated it will be held concurrent with River City Days but starting earlier on Thursday going through Sunday. She noted you can get a bag of books for \$5, and there will also be DVDs and CDs for sale.

6. Minutes

6.A. Approve the June 21, 2021 City Council Meeting Minutes

Motion by Councilmember Hatfield, second by Councilmember Grau to approve the minutes of the June 21, 2021 City Council meeting with amendment as noted below. Motion carried.

Page 1 Item 6.A. Change "Detective Tracy Perlick" to "Detective Tracy Perlich".

7. Consent Agenda

Motion by Councilmember Hatfield, second by Councilmember Grau to approve the Consent Agenda Items A through E:

- A. Adopt Resolution 2021-43, Approval of State Off-Site Gambling Permits for Chaska Lions Club
Motion to approve Resolution No. 2021-43 Approving of State Off-Site Gambling Permits for Chaska Lions Club
- B. On-Sale Liquor at Community Event - Noche Latina
Motion to approve On-Sale Liquor at Community Event – Noche Latina
- C. Approval of On Sale Intoxicating and Sunday Liquor Licenses for Chaska Cubs Baseball Club
Motion to approve of On Sale Intoxicating and Sunday Liquor Licenses for Chaska Cubs Baseball Club
- D. Temporary On-Sale Intoxicating License for Chaska River City Days
Motion to approve Temporary On-Sale Intoxicating License for Chaska River City Days
- E. Brooks Ridge Improvements
Motion to accept Brooks Ridge Improvements

Motion carried.

8. Action Items

8.A. Adopt Resolution 2021-44, Award Bid for the 2021 Downtown Street Reconstruction Project

City Administrator Podhradsky introduced the item to the Council.

City Engineer Clark presented the item to the Council.

City Administrator Podhradsky stated they may have seen utilities working on the road recently and while that work is not part of the city contract, it is work that needed to be done for Highway 41 and this project to occur. He noted they hope to get the first lift on the road this fall in order to make sure the road is plowable by winter.

Motion by Councilmember Grau, second by Councilmember Hatfield to adopt Resolution No. 2021-44 approving Awarding Bid for the 2021 Downtown Street Reconstruction Project to Ryan Contracting Company, in the low bid total amount of \$3,542,602.51. Motion carried.

9. Bills

9.A. Accounts Payable Council Roster 7-12-2021

The Council requested further information about bills on pages 10 and 15.

City Administrator Podhradsky provided further information regarding those bills.

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

10. Other Business

10.A. City Administrator's Report

10.A.i. Bi-Weekly Report 7-12-2021

Councilmember Hubbard:

- Stated there is a food distribution on Thursday 12pm – 2:30 at the Gedney Factory
- Noted the Pride Picnic event was amazing and thanked everyone who contributed for their hard work

Councilmember Huang:

- Stated everything was great at the Pride Picnic and noted the art projects were really engaging and there was a great turn out overall
- Noted the fireworks were fantastic and thanked the city and Fire Department for their help with those
- Noted River City Days is coming up July 23-25th in City Square Park
- Noted the Taste of Chaska is August 18th
- Noted the Carver County Fair is August 11-15th

Councilmember Grau:

- Stated he noticed the communications being put out by the city lately have been great and proactive and thanked the people who handle that
- Stated the monument plaque regarding the "Mounds" seems a bit damaged and could use some upkeep when time allows

Councilmember Hatfield:

- Stated there is a Cubs game at the athletic park on Wednesday
- Stated there is a concert at Fireman's Park on Sunday
- Noted on July 19th is the cones with cops event
- Noted on July 21st is the community picnic with the police department

Assistant Administrator Kubat:

- Stated at River City Days there will be a booth next to the city booth where they will have renderings of the Highway 41 project
- Noted on August 18th 4pm – 6pm they will have an open house in conjunction with the Taste of Chaska as well as have satellite locations where the renderings will be set up so people can see what it will look like after completion

Administrator Podhradsky:

- Stated there will be no work session next week or on August 2nd
- Stated August 16th is when the budget discussion will start due to the preliminary levy being at the end of September

- Noted the staffing study will be the big topic of discussion

Mayor Windschitl:

- Noted the budget passed which means no government shut down
- Stated there is a car show August 7th in the park
- Stated he hopes people remember the Taste of Chaska and River Days are coming up
- Noted Nancy Wittman-Beltz sent a note thanking the Council for the recognition at the June 21st meeting
- Noted he would like to see the electronic message sign up again somewhere in the city

11. Adjourn

Motion by Councilmember Huang, second by Councilmember Grau to adjourn the meeting at 8:17 pm.

Motion carried.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
8/2/2021**

Subject: Massage Therapy Registration

Prepared By: Denise Beebe, Senior Clerk

Amber Laurent, 501 Oakhill Circle, Chaska, Minnesota has made application to register as a Massage Therapist which will allow her to work as a massage therapist out of Natural Point Wellness, 546 Bavaria Lane, Chaska. She has provided the necessary documentation and paid the fee.

Staff recommends approval of the registration application.

CITY COUNCIL ACTION REQUESTED

Motion to approve Massage Therapy Registration No. MTR-21-07 to allow Amber Laurent to practice Therapeutic Massage out of Natural Point Wellness, 546 Bavaria Lane, Chaska.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
8/2/2021**

Subject: Award Bid for the Chaska Creek Boulevard Phase 2 Project

Prepared By: Matt Clark, City Engineer

Public Bids were opened on July 16, 2021 for the Chaska Creek Boulevard Project. The Chaska Creek Boulevard Project includes all work included in Phase 2 of the attached layout. The phase 2 project provides for the construction of new public utilities, storm water treatment ponds, sidewalk, trail, boulevard and median landscaping, and a segment of collector road in the Chaska Creek Business Center campus. The project is located south of the Clover Ridge Drive and Engler Boulevard intersection. The bid tabulation for this project is attached. The low bid of \$3,359,039.50 received from Ryan Contracting Company represents a good value to the City. Chaska has worked with Ryan Construction on a number of previous projects with good results and recommends Council award the Project.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2021-49, awarding the bid for the Chaska Creek Boulevard Phase 2 Project to Ryan Contracting Company, in the low bid total amount of \$3,359,039.50.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA
RESOLUTION

DATE: 8/2/2021 **RESOLUTION NO.** 2021-49

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

**A Resolution Awarding the Bid for the Chaska Creek Boulevard Phase 2
Improvement Project to Ryan Contracting Company in the Low Bid Amount of
\$3,359,039.50**

WHEREAS, on July 16, 2021, the City of Chaska held a public bid opening for the construction of Chaska Creek Boulevard Phase 2 Street and Utility Improvements;

WHEREAS, pursuant to an advertisement for bids for the subject improvement project, bids were opened and tabulated according to State Statute, and the following bids were received:

	<i>Contractor</i>	<i>Total Base Bid</i>
Low	Ryan Contracting co.	\$3,359,039.50
#2	Park Construction Company	\$3,365,830.00
#3	Eureka Construction, Inc.	\$3,533,575.85
#4	S. M. Hentges & Sons, Inc.	\$3,889,720.00
#5	Geislinger & Sons	\$3,971,200.75
#6	Meyer Contracting, Inc.	\$4,173,981.46

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Chaska, Minnesota, does hereby award the bid for the Chaska Creek Boulevard Improvement Project to the low responsible bidder, Ryan Contracting Company, in the amount of \$3,359,039.50.

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 2nd day of August 2021.

McKayla Hatfield, Mayor Pro Tem

Attest _____
Deputy City Clerk



Stantec Consulting Services Inc.
733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402

July 16, 2021

Honorable Mayor and City Council
City of Chaska
One City Hall Plaza
Chaska, MN 55318

Re: Clover Ridge Dr./Frey Property/Chaska Creek Blvd. Phase 2
Stantec Project No. 193805262
Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on July 16, 2021. Transmitted herewith is a copy of the Bid Tabulation for your information and file. A copy will also be distributed to the Bidders once the Project has been awarded.

Bids were received from 6 Contractors. The following summarizes the results of the Bids received:

	Contractor	Total Base Bid
Low	Ryan Contracting co.	\$3,359,039.50
#2	Park Construction Company	\$3,365,830.00
#3	Eureka Construction, Inc.	\$3,533,575.85
#4	S. M. Hentges & Sons, Inc.	\$3,889,720.00
#5	Geislinger & Sons	\$3,971,200.75
#6	Meyer Contracting, Inc.	\$4,173,981.46

The low Bidder on the Project was Ryan Contracting Co. with a Total Base Bid Amount of \$3,359,039.50. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **Ryan Contracting Co.** should be awarded the Project on the Total Base Bid Amount of **\$3,359,039.50.**

Should you have any questions, please feel free to contact me at (612) 712-2079.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Eric Lembke, P.E.

Enclosure

Project Name: Clover Ridge Dr./Frey Property/Chaska Creek Blvd. Phase 2I hereby certify that this is an exact
reproduction of bids received.

City Project No.:

Stantec Project No.: 193805262

Bid Opening: Thursday, July 15, 2021 at 10:00 AM CDTOwner: Chaska, Minnesota

Eric Lembke, P.E.

License No. 42748

Bidder No. 1

Bidder No. 2

Bidder No. 3

Bidder No. 4

BID TABULATION

Ryan Contracting Co.

Park Construction Company

Eureka Construction, Inc.

S.M. Hentges & Sons, Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID											
1	MOBILIZATION	LUMP SUM	1	\$75,000.00	\$75,000.00	\$165,600.00	\$165,600.00	\$340,000.00	\$340,000.00	\$191,000.00	\$191,000.00
2	CLEARING	TREE	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$200.00	\$200.00	\$2,000.00	\$2,000.00
3	GRUBBING	TREE	1	\$500.00	\$500.00	\$500.00	\$500.00	\$200.00	\$200.00	\$500.00	\$500.00
4	PAVEMENT MARKING REMOVAL	LIN FT	70	\$2.00	\$140.00	\$2.00	\$140.00	\$2.00	\$140.00	\$2.04	\$142.80
5	PAVEMENT MARKING REMOVAL	SQ FT	300	\$4.00	\$1,200.00	\$4.00	\$1,200.00	\$4.00	\$1,200.00	\$3.10	\$930.00
6	SALVAGE SIGN TYPE C	EACH	1	\$100.00	\$100.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.70	\$35.70
7	SALVAGE HANDHOLE	EACH	5	\$500.00	\$2,500.00	\$300.00	\$1,500.00	\$300.00	\$1,500.00	\$660.00	\$3,300.00
8	REMOVE DRAINAGE STRUCTURE	EACH	2	\$1,000.00	\$2,000.00	\$557.00	\$1,114.00	\$500.00	\$1,000.00	\$325.00	\$650.00
9	REMOVE SEWER PIPE (STORM)	LIN FT	140	\$20.00	\$2,800.00	\$16.90	\$2,366.00	\$16.00	\$2,240.00	\$22.00	\$3,080.00
10	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	200	\$6.00	\$1,200.00	\$1.95	\$390.00	\$4.00	\$800.00	\$4.50	\$900.00
11	REMOVE CURB AND GUTTER	LIN FT	670	\$4.00	\$2,680.00	\$2.60	\$1,742.00	\$2.50	\$1,675.00	\$3.00	\$2,010.00
12	REMOVE CONCRETE MEDIAN	SQ YD	10	\$10.00	\$100.00	\$19.00	\$190.00	\$10.00	\$100.00	\$8.00	\$80.00
13	REMOVE CONCRETE SIDEWALK	SQ YD	315	\$10.00	\$3,150.00	\$8.15	\$2,567.25	\$6.00	\$1,890.00	\$2.60	\$819.00
14	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	50	\$5.00	\$250.00	\$7.75	\$387.50	\$10.00	\$500.00	\$4.00	\$200.00
15	REMOVE BITUMINOUS PAVEMENT	SQ YD	3550	\$5.00	\$17,750.00	\$5.25	\$18,637.50	\$10.00	\$35,500.00	\$4.50	\$15,975.00
16	REMOVE BITUMINOUS TRAIL	SQ YD	175	\$5.00	\$875.00	\$7.75	\$1,356.25	\$10.00	\$1,750.00	\$4.00	\$700.00
17	COMMON EXCAVATION (EV)	CU YD	6950	\$25.00	\$173,750.00	\$15.60	\$108,420.00	\$25.00	\$173,750.00	\$15.50	\$107,725.00
18	MUCK EXCAVATION (EV)	CU YD	500	\$10.00	\$5,000.00	\$9.20	\$4,600.00	\$0.01	\$5.00	\$16.00	\$8,000.00
19	SUBGRADE EXCAVATION (EV)	CU YD	2400	\$5.00	\$12,000.00	\$10.50	\$25,200.00	\$0.01	\$24.00	\$16.00	\$38,400.00
20	SELECT GRANULAR BORROW (CV)	CU YD	12200	\$25.00	\$305,000.00	\$23.80	\$290,360.00	\$10.00	\$122,000.00	\$31.00	\$378,200.00
21	DEWATERING	LUMP SUM	1	\$100,000.00	\$100,000.00	\$157,400.00	\$157,400.00	\$200,000.00	\$200,000.00	\$118,800.00	\$118,800.00
22	GEOTEXTILE FABRIC - TYPE V	SQ YD	14700	\$2.00	\$29,400.00	\$3.00	\$44,100.00	\$3.00	\$44,100.00	\$2.35	\$34,545.00
23	STREET SWEEPER (WITH PICK UP BROOM)	HOURL	50	\$135.00	\$6,750.00	\$130.00	\$6,500.00	\$130.00	\$6,500.00	\$165.00	\$8,250.00
24	WATER	MGAL	90	\$20.00	\$1,800.00	\$53.00	\$4,770.00	\$25.00	\$2,250.00	\$64.00	\$5,760.00
25	AGGREGATE BASE (CV) CLASS 5	TON	9380	\$18.00	\$168,840.00	\$17.90	\$167,902.00	\$15.00	\$140,700.00	\$19.50	\$182,910.00
26	AGGREGATE BASE (CV) CLASS 5	TON	2190	\$18.00	\$39,420.00	\$25.20	\$55,188.00	\$20.00	\$43,800.00	\$19.50	\$42,705.00
27	FULL DEPTH RECLAMATION	SQ YD	2800	\$4.00	\$11,200.00	\$4.75	\$13,300.00	\$1.50	\$4,200.00	\$1.10	\$3,080.00
28	SHOULDER BASE AGGREGATE (CV) CLASS 2	TON	40	\$40.00	\$1,600.00	\$32.90	\$1,316.00	\$60.00	\$2,400.00	\$85.00	\$3,400.00
29	MILL BITUMINOUS SURFACE	SQ YD	1700	\$4.00	\$6,800.00	\$1.00	\$1,700.00	\$3.50	\$5,950.00	\$3.00	\$5,100.00
30	CONCRETE PAVEMENT 8.5"	SQ YD	320	\$100.00	\$32,000.00	\$77.30	\$24,736.00	\$76.50	\$24,480.00	\$53.00	\$16,960.00
31	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1900	\$3.45	\$6,555.00	\$2.85	\$5,415.00	\$3.45	\$6,555.00	\$3.00	\$5,700.00
32	2" TEMPORARY BITUMINOUS ROADWAY	TON	350	\$64.50	\$22,575.00	\$80.00	\$28,000.00	\$64.50	\$22,575.00	\$69.00	\$24,150.00
33	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	570	\$83.00	\$47,310.00	\$84.80	\$48,336.00	\$82.90	\$47,253.00	\$81.00	\$46,170.00
34	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	20	\$179.00	\$3,580.00	\$166.00	\$3,320.00	\$179.00	\$3,580.00	\$184.00	\$3,680.00
35	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	440	\$88.00	\$38,720.00	\$85.80	\$37,752.00	\$87.90	\$38,676.00	\$86.00	\$37,840.00
36	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)	TON	2340	\$77.00	\$180,180.00	\$73.90	\$172,926.00	\$76.50	\$179,010.00	\$84.00	\$196,560.00

7.B. Adopt Resolution 2021-49, Award Bid...

Packet Page 11 of 129

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				Ryan Contracting Co.		Park Construction Company		Eureka Construction, Inc.		S.M. Hentges & Sons, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
37	TYPE SP 12.5 NON WEAR COURSE MIXTURE (4,B)	TON	1475	\$63.00	\$92,925.00	\$64.80	\$95,580.00	\$62.75	\$92,556.25	\$75.00	\$110,625.00
38	COARSE FILTER AGGREGATE (CV)	CU YD	6000	\$60.00	\$360,000.00	\$51.00	\$306,000.00	\$10.00	\$60,000.00	\$47.00	\$282,000.00
39	MEDIUM FILTER AGGREGATE (CV)	CU YD	600	\$50.00	\$30,000.00	\$58.70	\$35,220.00	\$20.00	\$12,000.00	\$47.00	\$28,200.00
40	GRANULAR BEDDING, WATER	LIN FT	250	\$0.01	\$2.50	\$5.55	\$1,387.50	\$5.00	\$1,250.00	\$15.00	\$3,750.00
41	GRANULAR BEDDING., SANITARY SEWER	LIN FT	500	\$0.01	\$5.00	\$5.55	\$2,775.00	\$10.00	\$5,000.00	\$15.00	\$7,500.00
42	24" PIPE APRON	EACH	2	\$1,000.00	\$2,000.00	\$566.00	\$1,132.00	\$1,000.00	\$2,000.00	\$1,570.00	\$3,140.00
43	36" RC PIPE APRON	EACH	1	\$3,000.00	\$3,000.00	\$2,070.00	\$2,070.00	\$3,000.00	\$3,000.00	\$1,830.00	\$1,830.00
44	TRASH GUARD FOR 36" PIPE APRON	EACH	1	\$2,000.00	\$2,000.00	\$2,140.00	\$2,140.00	\$3,000.00	\$3,000.00	\$3,120.00	\$3,120.00
45	8" PVC PIPE DRAIN	LIN FT	1300	\$40.00	\$52,000.00	\$25.20	\$32,760.00	\$25.00	\$32,500.00	\$46.00	\$59,800.00
46	4" PERF PVC PIPE DRAIN	LIN FT	630	\$30.00	\$18,900.00	\$16.00	\$10,080.00	\$11.00	\$6,930.00	\$16.00	\$10,080.00
47	4" PERF PE PIPE DRAIN	LIN FT	4030	\$6.00	\$24,180.00	\$8.85	\$35,665.50	\$11.00	\$44,330.00	\$7.40	\$29,822.00
48	8" PVC PIPE DRAIN CLEAN OUT	EACH	15	\$800.00	\$12,000.00	\$503.00	\$7,545.00	\$700.00	\$10,500.00	\$621.00	\$9,315.00
49	8" PVC PIPE SEWER, SDR 26	LIN FT	85	\$80.00	\$6,800.00	\$78.30	\$6,655.50	\$80.00	\$6,800.00	\$91.00	\$7,735.00
50	16" PVC PIPE SEWER, C900	LIN FT	120	\$200.00	\$24,000.00	\$251.00	\$30,120.00	\$300.00	\$36,000.00	\$293.00	\$35,160.00
51	18" PVC PIPE SEWER, C900	LIN FT	770	\$250.00	\$192,500.00	\$271.00	\$208,670.00	\$275.00	\$211,750.00	\$384.00	\$295,680.00
52	12" RC PIPE SEWER CLASS V	LIN FT	135	\$50.00	\$6,750.00	\$39.70	\$5,359.50	\$62.00	\$8,370.00	\$51.00	\$6,885.00
53	15" RC PIPE SEWER CLASS V	LIN FT	740	\$55.00	\$40,700.00	\$44.30	\$32,782.00	\$64.00	\$47,360.00	\$55.00	\$40,700.00
54	18" RC PIPE SEWER CLASS V	LIN FT	350	\$60.00	\$21,000.00	\$47.60	\$16,660.00	\$70.00	\$24,500.00	\$58.00	\$20,300.00
55	21" RC PIPE SEWER CLASS V	LIN FT	50	\$80.00	\$4,000.00	\$56.00	\$2,800.00	\$130.00	\$6,500.00	\$70.00	\$3,500.00
56	30" RC PIPE SEWER CLASS III	LIN FT	140	\$100.00	\$14,000.00	\$91.20	\$12,768.00	\$150.00	\$21,000.00	\$98.00	\$13,720.00
57	36" RC PIPE SEWER CLASS III	LIN FT	205	\$130.00	\$26,650.00	\$123.00	\$25,215.00	\$200.00	\$41,000.00	\$127.00	\$26,035.00
58	CONNECT TO EXISTING STORM SEWER	EACH	2	\$1,500.00	\$3,000.00	\$1,040.00	\$2,080.00	\$1,500.00	\$3,000.00	\$1,300.00	\$2,600.00
59	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$10,000.00	\$10,000.00	\$1,400.00	\$1,400.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
60	8" PIPE PLUG	EACH	1	\$200.00	\$200.00	\$104.00	\$104.00	\$500.00	\$500.00	\$380.00	\$380.00
61	16" PIPE PLUG	EACH	1	\$600.00	\$600.00	\$406.00	\$406.00	\$1,000.00	\$1,000.00	\$1,720.00	\$1,720.00
62	24" HDPE PIPE SEWER	LIN FT	780	\$55.00	\$42,900.00	\$42.00	\$32,760.00	\$60.00	\$46,800.00	\$67.00	\$52,260.00
63	CONNECT TO EXISTING WATER MAIN (SPEC)	EACH	1	\$5,000.00	\$5,000.00	\$4,280.00	\$4,280.00	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00
64	ADJUST GATE VALVE & BOX	EACH	3	\$500.00	\$1,500.00	\$302.00	\$906.00	\$500.00	\$1,500.00	\$250.00	\$750.00
65	ADJUST HYDRANT & GATE VALVE	EACH	1	\$1,500.00	\$1,500.00	\$1,260.00	\$1,260.00	\$1,300.00	\$1,300.00	\$510.00	\$510.00
66	RELOCATE HYDRANT & VALVE	EACH	1	\$2,500.00	\$2,500.00	\$2,720.00	\$2,720.00	\$10,000.00	\$10,000.00	\$2,065.00	\$2,065.00
67	HYDRANT	EACH	3	\$4,500.00	\$13,500.00	\$4,870.00	\$14,610.00	\$6,000.00	\$18,000.00	\$5,420.00	\$16,260.00
68	6" GATE VALVE AND BOX	EACH	3	\$2,200.00	\$6,600.00	\$1,980.00	\$5,940.00	\$3,000.00	\$9,000.00	\$3,120.00	\$9,360.00
69	8" GATE VALVE AND BOX	EACH	2	\$2,600.00	\$5,200.00	\$2,730.00	\$5,460.00	\$4,000.00	\$8,000.00	\$4,370.00	\$8,740.00
70	12" GATE VALVE AND BOX	EACH	2	\$4,000.00	\$8,000.00	\$4,340.00	\$8,680.00	\$7,000.00	\$14,000.00	\$5,210.00	\$10,420.00
71	20" BUTTERFLY VALVE AND BOX	EACH	1	\$7,500.00	\$7,500.00	\$7,020.00	\$7,020.00	\$10,000.00	\$10,000.00	\$7,900.00	\$7,900.00
72	6" PVC WATERMAIN	LIN FT	60	\$54.00	\$3,240.00	\$41.40	\$2,484.00	\$65.00	\$3,900.00	\$55.00	\$3,300.00
73	8" PVC WATERMAIN	LIN FT	190	\$55.00	\$10,450.00	\$49.80	\$9,462.00	\$65.00	\$12,350.00	\$63.00	\$11,970.00
74	12" PVC WATERMAIN	LIN FT	620	\$60.00	\$37,200.00	\$56.90	\$35,278.00	\$85.00	\$52,700.00	\$82.00	\$50,840.00
75	20" PVC WATERMAIN	LIN FT	560	\$160.00	\$89,600.00	\$155.00	\$86,800.00	\$155.00	\$86,800.00	\$175.00	\$98,000.00
76	4" POLYSTYRENE INSULATION	SQ YD	20	\$40.00	\$800.00	\$33.80	\$676.00	\$40.00	\$800.00	\$87.00	\$1,740.00
77	DUCTILE IRON FITTINGS	POUND	2500	\$10.00	\$25,000.00	\$12.40	\$31,000.00	\$13.00	\$32,500.00	\$13.50	\$33,750.00
78	ADJUST FRAME & RING CASTING	EACH	2	\$800.00	\$1,600.00	\$507.00	\$1,014.00	\$700.00	\$1,400.00	\$525.00	\$1,050.00
79	CONSTRUCT SANITARY MANHOLE DESIGN 48-4020	EACH	2	\$10,000.00	\$20,000.00	\$11,200.00	\$22,400.00	\$50,000.00	\$100,000.00	\$32,000.00	\$64,000.00
80	CONST SANITARY STRUCT DESIGN DROP INLET	EACH	1	\$12,000.00	\$12,000.00	\$11,000.00	\$11,000.00	\$50,000.00	\$50,000.00	\$23,000.00	\$23,000.00
81	CATCH BASIN (2'X3')	EACH	12	\$1,900.00	\$22,800.00	\$2,160.00	\$25,920.00	\$3,500.00	\$42,000.00	\$2,540.00	\$30,480.00
82	STORM MANHOLE (4' DIAMETER)	EACH	14	\$2,600.00	\$36,400.00	\$3,280.00	\$46,060.00	\$5,000.00	\$70,000.00	\$3,350.00	\$46,900.00

7.B. Adopt Resolution 2021-49, Award Bid...

Packet Page 12 of 129

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
BID TABULATION				Ryan Contracting Co.		Park Construction Company		Eureka Construction, Inc.		S.M. Hentges & Sons, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
83	STORM MANHOLE (5' DIAMETER)	EACH	5	\$4,000.00	\$20,000.00	\$5,080.00	\$25,400.00	\$7,000.00	\$35,000.00	\$5,300.00	\$26,500.00
84	STORM TREATMENT MANHOLE (7' DIAMETER)	EACH	1	\$16,000.00	\$16,000.00	\$27,900.00	\$27,900.00	\$40,000.00	\$40,000.00	\$29,000.00	\$29,000.00
85	CONNECT TO EXISTING STRUCTURE	EACH	2	\$1,500.00	\$3,000.00	\$1,040.00	\$2,080.00	\$2,000.00	\$4,000.00	\$1,300.00	\$2,600.00
86	RECONSTRUCT DRAINAGE STRUCTURE	EACH	2	\$1,500.00	\$3,000.00	\$1,950.00	\$3,900.00	\$500.00	\$1,000.00	\$1,575.00	\$3,150.00
87	4' DIAMETER SANITARY SEWER STRUCTURE OVERDEPTH	LIN FT	75	\$600.00	\$45,000.00	\$707.00	\$53,025.00	\$150.00	\$11,250.00	\$675.00	\$50,625.00
88	MANHOLE PROTECTIVE COATING	LIN FT	98	\$480.00	\$47,040.00	\$509.00	\$49,882.00	\$525.00	\$51,450.00	\$552.00	\$54,096.00
89	CONSTRUCT 8' OUTSIDE DROP	LIN FT	15	\$150.00	\$2,250.00	\$462.00	\$6,930.00	\$650.00	\$9,750.00	\$3,950.00	\$59,250.00
90	RANDOM RIPRAP CL III	CU YD	28	\$80.00	\$2,240.00	\$105.00	\$2,940.00	\$100.00	\$2,800.00	\$126.00	\$3,528.00
91	4" CONCRETE WALK	SQ FT	4600	\$6.00	\$27,600.00	\$5.05	\$23,230.00	\$5.00	\$23,000.00	\$6.40	\$29,440.00
92	6" CONCRETE WALK	SQ FT	3950	\$8.00	\$31,600.00	\$11.10	\$43,845.00	\$11.00	\$43,450.00	\$12.75	\$50,362.50
93	4" CONCRETE WALK SPECIAL	SQ FT	11950	\$6.00	\$71,700.00	\$5.05	\$60,347.50	\$5.00	\$59,750.00	\$5.40	\$64,530.00
94	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	220	\$20.00	\$4,400.00	\$30.30	\$6,666.00	\$30.00	\$6,600.00	\$19.70	\$4,334.00
95	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	7100	\$17.00	\$120,700.00	\$17.20	\$122,120.00	\$17.00	\$120,700.00	\$19.75	\$140,225.00
96	CONCRETE CURB AND GUTTER DESIGN R424	LIN FT	300	\$30.00	\$9,000.00	\$32.30	\$9,690.00	\$32.00	\$9,600.00	\$26.50	\$7,950.00
97	CONCRETE CURB DESIGN V6	LIN FT	90	\$30.00	\$2,700.00	\$45.50	\$4,095.00	\$45.00	\$4,050.00	\$36.50	\$3,285.00
98	CONCRETE MEDIAN	SQ YD	60	\$65.00	\$3,900.00	\$100.00	\$6,000.00	\$99.00	\$5,940.00	\$59.00	\$3,540.00
99	TRUNCATED DOMES	SQ FT	550	\$50.00	\$27,500.00	\$48.50	\$26,675.00	\$48.00	\$26,400.00	\$54.00	\$29,700.00
100	DETOUR	LUMP SUM	1	\$10,000.00	\$10,000.00	\$8,750.00	\$8,750.00	\$8,750.00	\$8,750.00	\$9,700.00	\$9,700.00
101	TRAFFIC CONTROL	LUMP SUM	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$19,000.00	\$19,000.00	\$3,000.00	\$3,000.00
102	PERMANENT BARRICADES	EACH	4	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$255.00	\$1,020.00
103	INSTALL SIGN TYPE C	EACH	1	\$250.00	\$250.00	\$200.00	\$200.00	\$200.00	\$200.00	\$204.00	\$204.00
104	SIGN PANELS TYPE C	SQ FT	191	\$47.00	\$8,977.00	\$47.00	\$8,977.00	\$47.00	\$8,977.00	\$50.00	\$9,550.00
105	INSTALL SALVAGED HANDHOLE	EACH	5	\$1,500.00	\$7,500.00	\$400.00	\$2,000.00	\$400.00	\$2,000.00	\$815.00	\$4,075.00
106	1" NON-METALLIC CONDUIT	LIN FT	50	\$12.00	\$600.00	\$10.00	\$500.00	\$10.00	\$500.00	\$15.25	\$762.50
107	4" NON-METALLIC CONDUIT	LIN FT	200	\$20.00	\$4,000.00	\$30.00	\$6,000.00	\$30.00	\$6,000.00	\$31.00	\$6,200.00
108	TEMPORARY HAUL ROAD	LUMP SUM	1	\$10,000.00	\$10,000.00	\$24,000.00	\$24,000.00	\$5,000.00	\$5,000.00	\$9,500.00	\$9,500.00
109	STORM DRAIN INLET PROTECTION	EACH	36	\$100.00	\$3,600.00	\$195.00	\$7,020.00	\$10.00	\$360.00	\$185.00	\$6,660.00
110	STORM DRAIN INLET PROTECTION	EACH	36	\$50.00	\$1,800.00	\$195.00	\$7,020.00	\$200.00	\$7,200.00	\$185.00	\$6,660.00
111	SILT FENCE, TYPE MACHINE SLICED	LIN FT	7000	\$1.50	\$10,500.00	\$1.80	\$12,600.00	\$2.00	\$14,000.00	\$2.00	\$14,000.00
112	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	2000	\$2.65	\$5,300.00	\$2.90	\$5,800.00	\$2.90	\$5,800.00	\$3.00	\$6,000.00
113	ROCK CONSTRUCTION ENTRANCE	EACH	2	\$700.00	\$1,400.00	\$2,930.00	\$5,860.00	\$2,000.00	\$4,000.00	\$1,275.00	\$2,550.00
114	ROCK DITCH CHECK	EACH	5	\$100.00	\$500.00	\$398.00	\$1,990.00	\$200.00	\$1,000.00	\$440.00	\$2,200.00
115	BOULEVARD TOPSOIL BORROW (LV)	CU YD	2750	\$30.00	\$82,500.00	\$1.00	\$2,750.00	\$40.00	\$110,000.00	\$37.82	\$104,005.00
116	INFILTRATION BASIN MEDIA	CU YD	2300	\$40.00	\$92,000.00	\$39.00	\$89,700.00	\$40.00	\$92,000.00	\$37.35	\$85,905.00
117	EROSION CONTROL BLANKETS, CATEGORY 3N	SQ YD	25500	\$1.30	\$33,150.00	\$1.40	\$35,700.00	\$1.37	\$34,935.00	\$1.40	\$35,700.00
118	RAPID STABILIZATION METHOD 4	SQ YD	500	\$1.65	\$825.00	\$1.65	\$825.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00
119	SODDING TYPE LAWN	SQ YD	75	\$10.00	\$750.00	\$13.30	\$997.50	\$25.00	\$1,875.00	\$26.00	\$1,950.00
120	HYDRAULIC SOIL STABILIZER TYPE 6	ACRE	1.75	\$2,000.00	\$3,500.00	\$1,850.00	\$3,237.50	\$1,680.00	\$2,940.00	\$1,720.00	\$3,010.00
121	SEEDING	ACRE	8	\$450.00	\$3,600.00	\$308.00	\$2,464.00	\$300.00	\$2,400.00	\$305.00	\$2,440.00
122	SEED MIXTURE 25-131	POUND	340	\$4.00	\$1,360.00	\$3.35	\$1,139.00	\$2.90	\$986.00	\$3.00	\$1,020.00
123	SEED MIXTURE 22-112	POUND	270	\$5.00	\$1,350.00	\$3.10	\$837.00	\$1.00	\$270.00	\$1.00	\$270.00
124	SEED MIXTURE 33-261	POUND	60	\$21.00	\$1,260.00	\$25.60	\$1,536.00	\$25.00	\$1,500.00	\$26.00	\$1,560.00
125	SEED MIXTURE 33-262	POUND	30	\$9.00	\$270.00	\$10.10	\$303.00	\$10.62	\$318.60	\$11.00	\$330.00
126	MULCH MATERIAL, TYPE 1	TON	6	\$250.00	\$1,500.00	\$241.00	\$1,446.00	\$350.00	\$2,100.00	\$355.00	\$2,130.00
127	WATER	MGAL	70	\$70.00	\$4,900.00	\$51.30	\$3,591.00	\$100.00	\$7,000.00	\$76.00	\$5,320.00

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				Ryan Contracting Co.		Park Construction Company		Eureka Construction, Inc.		S.M. Hentges & Sons, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
128	4" SOLID LINE, PAINT	LIN FT	8600	\$0.20	\$1,720.00	\$0.20	\$1,720.00	\$0.20	\$1,720.00	\$0.20	\$1,720.00
129	4" BROKEN LINE, PAINT	LIN FT	1300	\$0.20	\$260.00	\$0.20	\$260.00	\$0.20	\$260.00	\$0.20	\$260.00
130	4" DOUBLE SOLID LINE, PAINT	LIN FT	1000	\$0.40	\$400.00	\$0.40	\$400.00	\$0.40	\$400.00	\$0.40	\$400.00
131	8" BROKEN LINE, PAINT	LIN FT	200	\$2.00	\$400.00	\$2.00	\$400.00	\$2.00	\$400.00	\$2.00	\$400.00
132	12" SOLID LINE, PAINT	LIN FT	150	\$3.50	\$525.00	\$3.50	\$525.00	\$3.50	\$525.00	\$3.60	\$540.00
133	4" SOLID LINE, EPOXY	LIN FT	8600	\$0.40	\$3,440.00	\$0.40	\$3,440.00	\$0.40	\$3,440.00	\$0.40	\$3,440.00
134	4" BROKEN LINE, EPOXY	LIN FT	1300	\$0.40	\$520.00	\$0.40	\$520.00	\$0.40	\$520.00	\$0.40	\$520.00
135	4" DOUBLE SOLID LINE, EPOXY	LIN FT	1000	\$0.80	\$800.00	\$0.80	\$800.00	\$0.80	\$800.00	\$0.85	\$850.00
136	8" BROKEN LINE, EPOXY	LIN FT	200	\$3.00	\$600.00	\$3.00	\$600.00	\$3.00	\$600.00	\$3.10	\$620.00
137	12" SOLID LINE, EPOXY	LIN FT	150	\$5.50	\$825.00	\$5.50	\$825.00	\$5.50	\$825.00	\$5.60	\$840.00
138	PAVEMENT MESSAGE, PAINT	SQ FT	10	\$8.00	\$80.00	\$8.00	\$80.00	\$8.00	\$80.00	\$8.10	\$81.00
139	PAVEMENT MESSAGE , EPOXY	SQ FT	10	\$12.00	\$120.00	\$12.00	\$120.00	\$12.00	\$120.00	\$12.25	\$122.50
140	CROSSWALK MARKING EPOXY	SQ FT	2400	\$4.00	\$9,600.00	\$4.00	\$9,600.00	\$4.00	\$9,600.00	\$4.10	\$9,840.00
TOTAL BASE BID					\$3,359,039.50	\$3,365,830.00		\$3,533,575.85		\$3,889,720.00	
TOTAL BASE BID					\$3,359,039.50	\$3,365,830.00		\$3,533,575.85		\$3,889,720.00	
Contractor Name and Address:				Ryan Contracting Co. 26480 France Ave. Elko New Market, MN 55020		Park Construction Company 1481 81st Ave. NE Minneapolis, mN 55432		Eureka Construction, Inc. 20141 Icenic Trl. Lakeville, MN 55044		S. M. Hentges & Sons, Inc. 650 Quaker Ave. Jordan, MN 55352	
Phone:				(952) 894-3200		(763) 786-9800		(952) 469-5685		(952) 492-5700	
Email:				tomr@ryancont.com				al@eurekaconst.com		jay.hembroff@smhentges.com	
Signed By:				Thomaas J. Ryan		Michael Christianson		Alan Ames		Steven Hentges	
Title:				President		VP		President		President	
Bid Security:				Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Addenda Acknowledged:				1, 2, 3		1, 2, 3		1, 2, 3		1, 2, 3	

Bidder No. 5

Bidder No. 6

Geislinger & Sons

Meyer Contracting, Inc.

BID TABULATION

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
BASE BID							
1	MOBILIZATION	LUMP SUM	1	\$198,000.00	\$198,000.00	\$207,000.00	\$207,000.00
2	CLEARING	TREE	1	\$2,200.00	\$2,200.00	\$2,800.00	\$2,800.00
3	GRUBBING	TREE	1	\$550.00	\$550.00	\$700.00	\$700.00
4	PAVEMENT MARKING REMOVAL	LIN FT	70	\$2.00	\$140.00	\$2.00	\$140.00
5	PAVEMENT MARKING REMOVAL	SQ FT	300	\$3.00	\$900.00	\$4.00	\$1,200.00
6	SALVAGE SIGN TYPE C	EACH	1	\$100.00	\$100.00	\$35.00	\$35.00
7	SALVAGE HANDHOLE	EACH	5	\$250.00	\$1,250.00	\$300.00	\$1,500.00
8	REMOVE DRAINAGE STRUCTURE	EACH	2	\$400.00	\$800.00	\$289.12	\$578.24
9	REMOVE SEWER PIPE (STORM)	LIN FT	140	\$20.00	\$2,800.00	\$17.61	\$2,465.40
10	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	200	\$4.00	\$800.00	\$6.70	\$1,340.00
11	REMOVE CURB AND GUTTER	LIN FT	670	\$4.00	\$2,680.00	\$1.92	\$1,286.40
12	REMOVE CONCRETE MEDIAN	SQ YD	10	\$15.00	\$150.00	\$8.37	\$83.70
13	REMOVE CONCRETE SIDEWALK	SQ YD	315	\$0.75	\$236.25	\$5.13	\$1,615.95
14	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	50	\$8.00	\$400.00	\$5.67	\$283.50
15	REMOVE BITUMINOUS PAVEMENT	SQ YD	3550	\$3.50	\$12,425.00	\$6.32	\$22,436.00
16	REMOVE BITUMINOUS TRAIL	SQ YD	175	\$6.00	\$1,050.00	\$4.74	\$829.50
17	COMMON EXCAVATION (EV)	CU YD	6950	\$32.50	\$225,875.00	\$19.45	\$135,177.50
18	MUCK EXCAVATION (EV)	CU YD	500	\$14.00	\$7,000.00	\$14.87	\$7,435.00
19	SUBGRADE EXCAVATION (EV)	CU YD	2400	\$13.50	\$32,400.00	\$15.75	\$37,800.00
20	SELECT GRANULAR BORROW (CV)	CU YD	12200	\$20.00	\$244,000.00	\$28.63	\$349,286.00
21	DEWATERING	LUMP SUM	1	\$360,000.00	\$360,000.00	\$150,984.89	\$150,984.89
22	GEOTEXTILE FABRIC - TYPE V	SQ YD	14700	\$3.50	\$51,450.00	\$2.93	\$43,071.00
23	STREET SWEEPER (WITH PICK UP BROOM)	HOURL	50	\$145.00	\$7,250.00	\$140.00	\$7,000.00
24	WATER	MGAL	90	\$75.00	\$6,750.00	\$38.93	\$3,503.70
25	AGGREGATE BASE (CV) CLASS 5	TON	9380	\$17.00	\$159,460.00	\$22.90	\$214,802.00
26	AGGREGATE BASE (CV) CLASS 5	TON	2190	\$17.00	\$37,230.00	\$33.95	\$74,350.50
27	FULL DEPTH RECLAMATION	SQ YD	2800	\$2.50	\$7,000.00	\$4.86	\$13,608.00
28	SHOULDER BASE AGGREGATE (CV) CLASS 2	TON	40	\$50.00	\$2,000.00	\$41.84	\$1,673.60
29	MILL BITUMINOUS SURFACE	SQ YD	1700	\$2.80	\$4,760.00	\$2.76	\$4,692.00
30	CONCRETE PAVEMENT 8.5"	SQ YD	320	\$78.00	\$24,960.00	\$82.17	\$26,294.40
31	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1900	\$3.10	\$5,890.00	\$3.01	\$5,719.00
32	2" TEMPORARY BITUMINOUS ROADWAY	TON	350	\$64.50	\$22,575.00	\$63.16	\$22,106.00
33	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	570	\$90.00	\$51,300.00	\$88.22	\$50,285.40
34	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	20	\$205.00	\$4,100.00	\$200.50	\$4,010.00
35	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	440	\$86.00	\$37,840.00	\$83.71	\$36,832.40
36	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)	TON	2340	\$82.00	\$191,880.00	\$80.70	\$188,838.00

Bidder No. 5

Bidder No. 6

BID TABULATION

Geislinger & Sons

Meyer Contracting, Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
37	TYPE SP 12.5 NON WEAR COURSE MIXTURE (4,B)	TON	1475	\$66.00	\$97,350.00	\$59.65	\$87,983.75
38	COARSE FILTER AGGREGATE (CV)	CU YD	6000	\$46.40	\$278,400.00	\$70.74	\$424,440.00
39	MEDIUM FILTER AGGREGATE (CV)	CU YD	600	\$47.00	\$28,200.00	\$65.94	\$39,564.00
40	GRANULAR BEDDING, WATER	LIN FT	250	\$8.00	\$2,000.00	\$9.60	\$2,400.00
41	GRANULAR BEDDING., SANITARY SEWER	LIN FT	500	\$8.00	\$4,000.00	\$9.60	\$4,800.00
42	24" PIPE APRON	EACH	2	\$800.00	\$1,600.00	\$859.65	\$1,719.30
43	36" RC PIPE APRON	EACH	1	\$1,800.00	\$1,800.00	\$2,238.01	\$2,238.01
44	TRASH GUARD FOR 36" PIPE APRON	EACH	1	\$2,100.00	\$2,100.00	\$2,320.06	\$2,320.06
45	8" PVC PIPE DRAIN	LIN FT	1300	\$25.00	\$32,500.00	\$25.18	\$32,734.00
46	4" PERF PVC PIPE DRAIN	LIN FT	630	\$20.00	\$12,600.00	\$19.63	\$12,366.90
47	4" PERF PE PIPE DRAIN	LIN FT	4030	\$18.00	\$72,540.00	\$13.86	\$55,855.80
48	8" PVC PIPE DRAIN CLEAN OUT	EACH	15	\$750.00	\$11,250.00	\$954.38	\$14,315.70
49	8" PVC PIPE SEWER, SDR 26	LIN FT	85	\$125.00	\$10,625.00	\$221.75	\$18,848.75
50	16" PVC PIPE SEWER, C900	LIN FT	120	\$260.00	\$31,200.00	\$349.02	\$41,882.40
51	18" PVC PIPE SEWER, C900	LIN FT	770	\$296.00	\$227,920.00	\$352.76	\$271,625.20
52	12" RC PIPE SEWER CLASS V	LIN FT	135	\$70.00	\$9,450.00	\$68.26	\$9,215.10
53	15" RC PIPE SEWER CLASS V	LIN FT	740	\$67.00	\$49,580.00	\$73.34	\$54,271.60
54	18" RC PIPE SEWER CLASS V	LIN FT	350	\$70.00	\$24,500.00	\$66.21	\$23,173.50
55	21" RC PIPE SEWER CLASS V	LIN FT	50	\$100.00	\$5,000.00	\$89.84	\$4,492.00
56	30" RC PIPE SEWER CLASS III	LIN FT	140	\$102.00	\$14,280.00	\$119.25	\$16,695.00
57	36" RC PIPE SEWER CLASS III	LIN FT	205	\$135.00	\$27,675.00	\$150.95	\$30,944.75
58	CONNECT TO EXISTING STORM SEWER	EACH	2	\$4,000.00	\$8,000.00	\$1,562.01	\$3,124.02
59	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$10,000.00	\$10,000.00	\$4,478.38	\$4,478.38
60	8" PIPE PLUG	EACH	1	\$300.00	\$300.00	\$256.23	\$256.23
61	16" PIPE PLUG	EACH	1	\$600.00	\$600.00	\$949.05	\$949.05
62	24" HDPE PIPE SEWER	LIN FT	780	\$60.00	\$46,800.00	\$74.28	\$57,938.40
63	CONNECT TO EXISTING WATER MAIN (SPEC)	EACH	1	\$8,000.00	\$8,000.00	\$6,125.13	\$6,125.13
64	ADJUST GATE VALVE & BOX	EACH	3	\$250.00	\$750.00	\$219.22	\$657.66
65	ADJUST HYDRANT & GATE VALVE	EACH	1	\$3,500.00	\$3,500.00	\$1,000.78	\$1,000.78
66	RELOCATE HYDRANT & VALVE	EACH	1	\$4,500.00	\$4,500.00	\$4,394.88	\$4,394.88
67	HYDRANT	EACH	3	\$6,000.00	\$18,000.00	\$7,348.51	\$22,045.53
68	6" GATE VALVE AND BOX	EACH	3	\$1,800.00	\$5,400.00	\$2,254.36	\$6,763.08
69	8" GATE VALVE AND BOX	EACH	2	\$2,400.00	\$4,800.00	\$3,005.79	\$6,011.58
70	12" GATE VALVE AND BOX	EACH	2	\$3,500.00	\$7,000.00	\$4,996.32	\$9,992.64
71	20" BUTTERFLY VALVE AND BOX	EACH	1	\$6,000.00	\$6,000.00	\$7,772.96	\$7,772.96
72	6" PVC WATERMAIN	LIN FT	60	\$59.00	\$3,540.00	\$66.32	\$3,979.20
73	8" PVC WATERMAIN	LIN FT	190	\$58.00	\$11,020.00	\$55.38	\$10,522.20
74	12" PVC WATERMAIN	LIN FT	620	\$75.00	\$46,500.00	\$81.56	\$50,567.20
75	20" PVC WATERMAIN	LIN FT	560	\$162.00	\$90,720.00	\$183.58	\$102,804.80
76	4" POLYSTYRENE INSULATION	SQ YD	20	\$45.00	\$900.00	\$51.87	\$1,037.40
77	DUCTILE IRON FITTINGS	POUND	2500	\$12.50	\$31,250.00	\$20.09	\$50,225.00
78	ADJUST FRAME & RING CASTING	EACH	2	\$250.00	\$500.00	\$513.87	\$1,027.74
79	CONSTRUCT SANITARY MANHOLE DESIGN 48-4020	EACH	2	\$16,500.00	\$33,000.00	\$12,698.74	\$25,397.48
80	CONST SANITARY STRUCT DESIGN DROP INLET	EACH	1	\$18,000.00	\$18,000.00	\$12,787.96	\$12,787.96
81	CATCH BASIN (2'X3')	EACH	12	\$2,800.00	\$33,600.00	\$3,265.29	\$39,183.48
82	STORM MANHOLE (4' DIAMETER)	EACH	14	\$3,500.00	\$49,000.00	\$4,348.54	\$61,159.56

7.B. Adopt Resolution 2021-49, Award Bid...

Packet Page 16 of 129

Bidder No. 5

Bidder No. 6

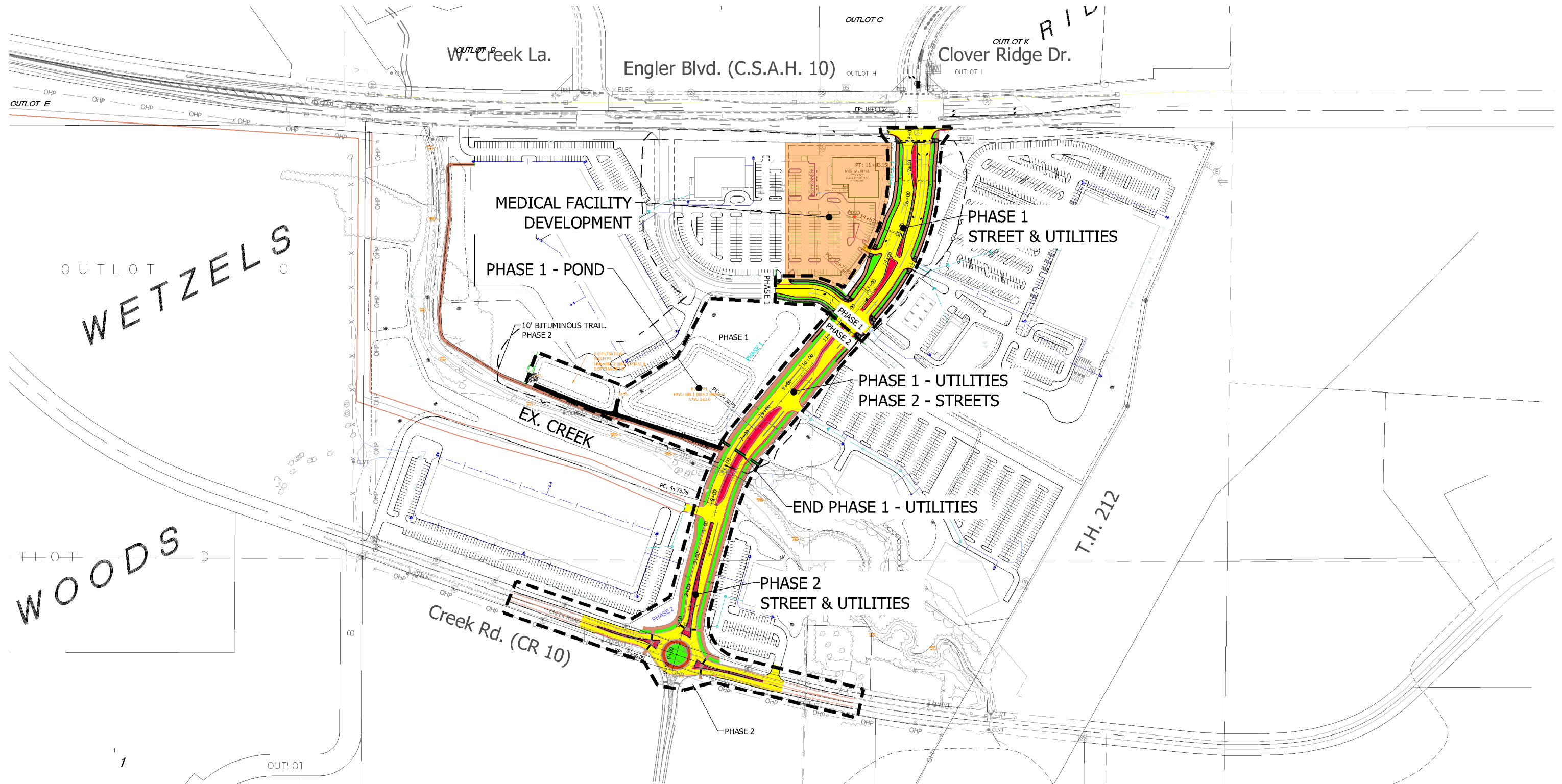
BID TABULATION

Geislinger & Sons

Meyer Contracting, Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
83	STORM MANHOLE (5' DIAMETER)	EACH	5	\$5,000.00	\$25,000.00	\$6,213.34	\$31,066.70
84	STORM TREATMENT MANHOLE (7' DIAMETER)	EACH	1	\$35,000.00	\$35,000.00	\$29,732.91	\$29,732.91
85	CONNECT TO EXISTING STRUCTURE	EACH	2	\$1,500.00	\$3,000.00	\$1,675.14	\$3,350.28
86	RECONSTRUCT DRAINAGE STRUCTURE	EACH	2	\$2,500.00	\$5,000.00	\$2,447.15	\$4,894.30
87	4' DIAMETER SANITARY SEWER STRUCTURE OVERDEPTH	LIN FT	75	\$800.00	\$60,000.00	\$998.53	\$74,889.75
88	MANHOLE PROTECTIVE COATING	LIN FT	98	\$679.00	\$66,542.00	\$586.07	\$57,434.86
89	CONSTRUCT 8' OUTSIDE DROP	LIN FT	15	\$600.00	\$9,000.00	\$715.86	\$10,737.90
90	RANDOM RIPRAP CL III	CU YD	28	\$100.00	\$2,800.00	\$158.77	\$4,445.56
91	4" CONCRETE WALK	SQ FT	4600	\$5.60	\$25,760.00	\$5.05	\$23,230.00
92	6" CONCRETE WALK	SQ FT	3950	\$11.75	\$46,412.50	\$11.11	\$43,884.50
93	4" CONCRETE WALK SPECIAL	SQ FT	11950	\$7.60	\$90,820.00	\$5.05	\$60,347.50
94	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	220	\$31.00	\$6,820.00	\$30.30	\$6,666.00
95	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	7100	\$17.50	\$124,250.00	\$17.17	\$121,907.00
96	CONCRETE CURB AND GUTTER DESIGN R424	LIN FT	300	\$33.00	\$9,900.00	\$32.32	\$9,696.00
97	CONCRETE CURB DESIGN V6	LIN FT	90	\$50.00	\$4,500.00	\$45.45	\$4,090.50
98	CONCRETE MEDIAN	SQ YD	60	\$110.00	\$6,600.00	\$100.00	\$6,000.00
99	TRUNCATED DOMES	SQ FT	550	\$50.00	\$27,500.00	\$48.48	\$26,664.00
100	DETOUR	LUMP SUM	1	\$6,000.00	\$6,000.00	\$8,750.00	\$8,750.00
101	TRAFFIC CONTROL	LUMP SUM	1	\$12,000.00	\$12,000.00	\$1,500.00	\$1,500.00
102	PERMANENT BARRICADES	EACH	4	\$400.00	\$1,600.00	\$250.00	\$1,000.00
103	INSTALL SIGN TYPE C	EACH	1	\$200.00	\$200.00	\$200.00	\$200.00
104	SIGN PANELS TYPE C	SQ FT	191	\$55.00	\$10,505.00	\$47.00	\$8,977.00
105	INSTALL SALVAGED HANDHOLE	EACH	5	\$1,500.00	\$7,500.00	\$400.00	\$2,000.00
106	1" NON-METALLIC CONDUIT	LIN FT	50	\$12.00	\$600.00	\$10.00	\$500.00
107	4" NON-METALLIC CONDUIT	LIN FT	200	\$20.00	\$4,000.00	\$30.00	\$6,000.00
108	TEMPORARY HAUL ROAD	LUMP SUM	1	\$10,000.00	\$10,000.00	\$9,086.60	\$9,086.60
109	STORM DRAIN INLET PROTECTION	EACH	36	\$200.00	\$7,200.00	\$95.00	\$3,420.00
110	STORM DRAIN INLET PROTECTION	EACH	36	\$150.00	\$5,400.00	\$95.00	\$3,420.00
111	SILT FENCE, TYPE MACHINE SLICED	LIN FT	7000	\$2.05	\$14,350.00	\$1.50	\$10,500.00
112	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	2000	\$3.00	\$6,000.00	\$2.65	\$5,300.00
113	ROCK CONSTRUCTION ENTRANCE	EACH	2	\$2,000.00	\$4,000.00	\$2,006.73	\$4,013.46
114	ROCK DITCH CHECK	EACH	5	\$350.00	\$1,750.00	\$403.87	\$2,019.35
115	BOULEVARD TOPSOIL BORROW (LV)	CU YD	2750	\$35.00	\$96,250.00	\$53.96	\$148,390.00
116	INFILTRATION BASIN MEDIA	CU YD	2300	\$28.00	\$64,400.00	\$44.03	\$101,269.00
117	EROSION CONTROL BLANKETS, CATEGORY 3N	SQ YD	25500	\$1.40	\$35,700.00	\$1.30	\$33,150.00
118	RAPID STABILIZATION METHOD 4	SQ YD	500	\$2.05	\$1,025.00	\$1.65	\$825.00
119	SODDING TYPE LAWN	SQ YD	75	\$30.00	\$2,250.00	\$30.00	\$2,250.00
120	HYDRAULIC SOIL STABILIZER TYPE 6	ACRE	1.75	\$1,700.00	\$2,975.00	\$3,875.00	\$6,781.25
121	SEEDING	ACRE	8	\$310.00	\$2,480.00	\$450.00	\$3,600.00
122	SEED MIXTURE 25-131	POUND	340	\$3.00	\$1,020.00	\$3.04	\$1,033.60
123	SEED MIXTURE 22-112	POUND	270	\$2.00	\$540.00	\$4.16	\$1,123.20
124	SEED MIXTURE 33-261	POUND	60	\$27.00	\$1,620.00	\$20.65	\$1,239.00
125	SEED MIXTURE 33-262	POUND	30	\$11.00	\$330.00	\$8.50	\$255.00
126	MULCH MATERIAL, TYPE 1	TON	6	\$310.00	\$1,860.00	\$225.00	\$1,350.00
127	WATER	MGAL	70	\$100.00	\$7,000.00	\$55.00	\$3,850.00

BID TABULATION				Bidder No. 5		Bidder No. 6	
				Geislinger & Sons		Meyer Contracting, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
128	4" SOLID LINE, PAINT	LIN FT	8600	\$0.20	\$1,720.00	\$0.20	\$1,720.00
129	4" BROKEN LINE, PAINT	LIN FT	1300	\$0.20	\$260.00	\$0.20	\$260.00
130	4" DOUBLE SOLID LINE, PAINT	LIN FT	1000	\$0.40	\$400.00	\$0.40	\$400.00
131	8" BROKEN LINE, PAINT	LIN FT	200	\$2.00	\$400.00	\$2.00	\$400.00
132	12" SOLID LINE, PAINT	LIN FT	150	\$3.50	\$525.00	\$3.50	\$525.00
133	4" SOLID LINE, EPOXY	LIN FT	8600	\$0.40	\$3,440.00	\$0.40	\$3,440.00
134	4" BROKEN LINE, EPOXY	LIN FT	1300	\$0.40	\$520.00	\$0.40	\$520.00
135	4" DOUBLE SOLID LINE, EPOXY	LIN FT	1000	\$0.80	\$800.00	\$0.80	\$800.00
136	8" BROKEN LINE, EPOXY	LIN FT	200	\$3.00	\$600.00	\$3.00	\$600.00
137	12" SOLID LINE, EPOXY	LIN FT	150	\$5.50	\$825.00	\$5.50	\$825.00
138	PAVEMENT MESSAGE, PAINT	SQ FT	10	\$8.00	\$80.00	\$8.00	\$80.00
139	PAVEMENT MESSAGE , EPOXY	SQ FT	10	\$12.00	\$120.00	\$12.00	\$120.00
140	CROSSWALK MARKING EPOXY	SQ FT	2400	\$4.00	\$9,600.00	\$4.00	\$9,600.00
TOTAL BASE BID					\$3,971,200.75		\$4,173,981.46
TOTAL BASE BID					\$3,971,200.75		\$4,173,981.46
Contractor Name and Address:				Geislinger & Sons, Inc. 511 Central Ave. S Watkins, MN 55389		Meyer Contracting, Inc. 11000 93rd Ave. N Maple Grove, MN 55369	
Phone:				(320) 764-2006		(763) 391-5932	
Email:				jeff@geislingerandsons.com		vschoep@meyerci.com	
Signed By:				Jeff Geislinger		Verlyn Schoep	
Title:				President		President/COO	
Bid Security:				Bid Bond		Bid Bond	
Addenda Acknowledged:				1, 2, 3		1, 2, 3	



PROPOSED STREET IMPROVEMENTS - OVERVIEW

CHASKA, MINNESOTA

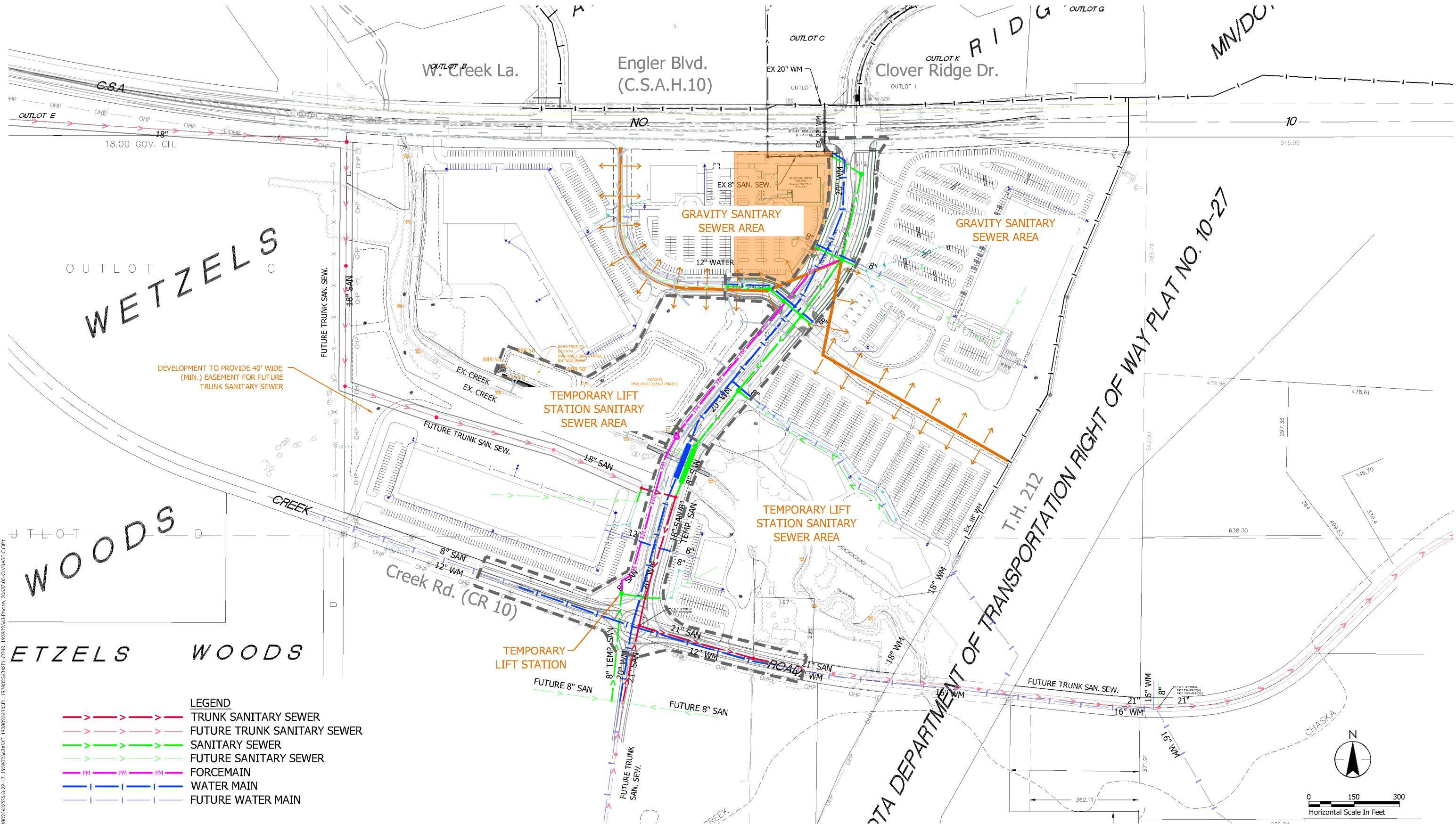
CLOVER RIDGE DRIVE EXTENDED

Packet Page 19 of 129

Date: 05/19/2017

PROJ. NO. 193802563

FIGURE 4



PROPOSED SANITARY SEWER AND WATER MAIN IMPROVEMENTS - OVERVIEW

CHASKA, MINNESOTA

FIGURE 9



REQUEST FOR ACTION CHASKA CITY COUNCIL 8/2/2021

Subject: Easement Acquisition for the TH 41/CSAH 61 Improvements in Historic Downtown Chaska

Prepared By: Matt Clark, City Engineer

Chaska, in partnership with Carver County and MnDOT have been continuing the planning and design for the reconstruction of Highway 41 (Chestnut Street) and Chaska Boulevard (Highway 61) in Downtown Chaska during the 2022-2023 construction season. The "Project" includes new pavements, medians, utilities, landscaping, wayfinding, parking and new signal systems.

In order to construct the new improvements, easement areas have now been identified over properties that directly abut the project area. Required by state statute, there are legal procedural steps that must be followed when impacts are proposed with public improvements to private property. The list of properties that have been identified where easements are needed for the project are listed and shown on the attached exhibits.

The overall valuation of easement areas needed for the project is estimated to be approximately \$2.2M and will be funded by grants the City was awarded for the overall project. The next step in the process is to initiate the easement acquisition process. The first order of business is to send offer letters to affected property owners. The offer letters are consistent with market value appraisals of the easement areas that have been prepared by the City's right of way consultant. City staff in conjunction with the consulting team will be reaching out to property owners over the next month to discuss the appraisals and impacts with the project. The action item for the Council is to authorize said offer letters to be sent out which starts the process.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2021-50, authorizing City staff to send offer letters to the affected property owners for the TH 41/CSAH 61 Improvements in Historic Downtown Chaska.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 8/2/2021 RESOLUTION NO. 2021-50

MOTION BY COUNCILMEMBER _____ SECOND BY COUNCILMEMBER _____

**A RESOLUTION AUTHORIZING STAFF TO SEND OFFER LETTERS TO AFFECTED
PROPERTY OWNERS**

WHEREAS, the City of Chaska has an interest in acquiring parcels to assist in the completion of the Trunk Highway 41/County State Aid Highway 61 Improvement Project (the "Project"); and

WHEREAS, a map of the Project area is attached as Exhibit A; and

WHEREAS, in order to complete the Project it is necessary for the City to purchase property interests from each of the properties described in Exhibit B attached hereto; and

WHEREAS, the City has hired appraisers who have completed valuation reports to provide the City with estimates of the damages caused by the City's acquisition of the property interests required for the Project; and

WHEREAS, upon completion of the valuation reports, the City must make offers of compensation to the landowners for the needed property interests consistent with the valuation reports and review of the valuation reports, which estimates the damages being incurred by the various owners as a result of the City's acquisitions; and

WHEREAS, City staff are prepared to send offer letters to the affected property owners in accordance with the market value appraisals City staff has received; and

WHEREAS, valuations of the parcels listed in Exhibit B attached hereto, totals \$2,200,000 ; and

WHEREAS, funding for property acquisition is an eligible expense to a \$3.5M TED (Transportation & Economic Development) Grant awarded to the City for this Project in 2019; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Chaska, Minnesota, that City staff are authorized to send offer letters to the affected property owners in accordance with the market value appraisals City staff has received.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 2nd day of August, 2021.

McKayla Hatfield, Mayor Pro Tem

Attest: _____
Chaska Deputy Clerk

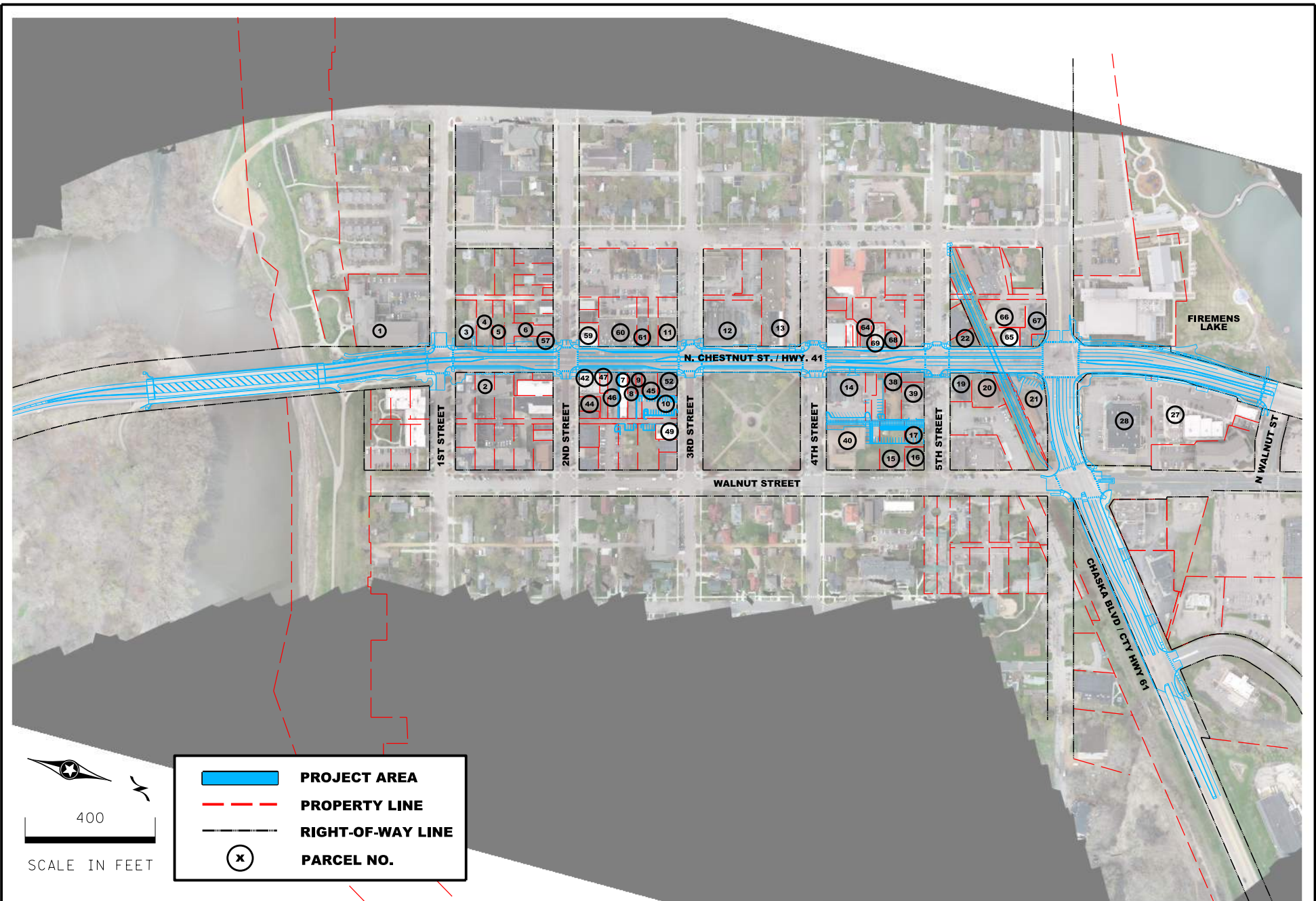


EXHIBIT A - PROJECT OVERVIEW

CHASKA - DOWNTOWN 41 PROJECT

EXHIBIT B

Property Interests Required for the Reconstruction of TH 41 from the MN River to Walnut St.

Parcel No.	Owner	PID	Address	Full Fee Acquisition (SQ FT)	Permanent Easement (SQ FT)	Temporary Easement (SQ FT)
1	CHASKA LODGING MGMT LLC	305550010	115 4th ST W	-	-	585
2	FPA RIVER GABLES ASSOCIATES LLC	300503740	101 1ST ST E	-	-	1,773
3	KRISTINE LEARY	300503550	103 CHESTNUT ST N	-	-	1,090
4	SHIN-PING & PHILIP HONZAY	300503540	107 CHESTNUT ST N	-	-	300
6	MOSELLE HOLDINGS LLC	300503490	103 2ND ST W	-	-	456
7	GM DAVIS PROPERTIES LLC	300502850	210 CHESTNUT ST N	477	-	87
8	TRIPLE GEM OF THE NORTH	300502870	212 CHESTNUT ST N	-	500	625
9	M ELIZABETH SALON LLC	300502890	214 CHESTNUT ST N	1,320	-	187
10	JAMS PROPERTIES LLC	300502911	PARKING LOT	7,674	-	-
11	KLEIN FINANCIAL INC	306890010	105 3RD ST W	-	-	168
12	FIRST NATIONAL BANK OF CHASKA	300501830	301 CHESTNUT ST N	-	-	569
13	PAUL M. MODELL & MARJORIE A. MODELL	300501800	115 4TH ST W	-	-	304
14	WELLS FARGO BANK MN NA	300501130	400 CHESTNUT ST N	-	1,714	8,013
15	CHASKA MORAVIAN CHURCH	300501110	415 WALNUT ST N	6,030	-	1,144
16	CHASKA MORAVIAN CHURCH	300501100	423 WALNUT ST N	-	-	907
17	CHASKA MORAVIAN CHURCH	300501090	116 5TH ST E	4,780	-	-
18	HANSONMN LLC & MEADOW SPRINGS CHURCH	301210030	511 WALNUT ST N	-	1,850	1,185
19	ASKE PROPERTIES LLC	301210010	500 CHESTNUT ST N	-	-	65
20	HANSONMN LLC	301210020	510 CHESTNUT ST N	-	229	563
22	THOMAS MARTINSON	300500500	505 CHESTNUT ST N	-	-	1,109
27	CHASKA GROWTH HOLDINGS LLC	302910010	710 CHESTNUT ST N	-	1,854	1,604
28	SUNSHINE GROVE ENTERPRISE INC	306540010	3110 CHASKA BLVD	-	7,816	368
38	KD PROPERTIES CHASKA, LLC	300501170	416 CHESTNUT ST N	-	449	1,581
39	DANIEL HRON	300501200	112 5TH STREET E	-	814	570
40	CHASKA MORAVIAN CHURCH	300501120	115 4TH ST E	1,820	1,974	2,477
42	GESTACH PAULSON PROPERTIES LLC	300502820	200 CHESTNUT STREET N	-	-	335
44	JAMES T. SNELLING	300502790	109 2ND STREET E	-	-	60
45	JOHN & MARY SIGRIED	300502900	218 CHESTNUT STREET	-	-	824
46	WESTERHOLM PROPERTIES LLC	300502840	208 CHESTNUT STREET	585	-	1,399
49	CENTER CUT PROPERTIES, LLC	300502710	108 3RD STREET E	-	-	165
52	CHASKA RETAIL, LLC	300502910	222 CHESTNUT STREET N	-	-	480
57	MELISSA R CRUZ	300503470	101 2ND ST W	-	-	1,814
59	CHESTNUT BUILDING LLC	306890050	207 CHESTNUT STREET N	-	-	60
60	CHESTNUT BUILDING LLC	306890040	207 CHESTNUT STREET N	-	-	218
61	WAGNER-HOVDE HOLDING CO	306890030	211 CHESTNUT STREET N	-	-	52
64	N & S PROPERTIES LLC	305490010	411 CHESTNUT STREET N	-	-	34
65	ADYME LLC, ATTN: MIKE SEIFERT	301720040	501 CHESTNUT STREET N	-	-	989
66	ADYME LLC, ATTN: MIKE SEIFERT	301720050	PARKING LOT	-	-	2,491
67	ADYME LLC, ATTN: MIKE SEIFERT	301720030	3235 CHASKA BLVD	-	-	88
68	BBR ENTERPRISES LLC	300501231	415 CHESTNUT STREET N	-	-	54
69	CALVIN & SHARON A HAASKEN	300501231	413 CHESTNUT ST N	-	-	42

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
8/2/2021**

Subject: Financing of Fitness Equipment Resolution

Prepared By: Marshall Grange, Parks and Recreation Director

In 2017, the City leased cardiovascular fitness equipment that is currently located at the Chaska Community Center and is nearing the end of the lease agreement.

The City would like to enter into another lease agreement to acquire new cardiovascular equipment.

The enclosed proposed resolution establishes compliance with purchasing regulations and includes the form of legal opinion to be provided to the lessor in Attachment A to the resolution.

Staff recommends adoption of the resolution.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2021-51, relating to the financing of equipment; authorizing the execution and delivery of a tax-exempt lease/purchase agreement and related documents.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 8/2/2021 **RESOLUTION NO.** 2021-51

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

**RESOLUTION RELATING TO THE FINANCING OF EQUIPMENT; AUTHORIZING THE
EXECUTION AND DELIVERY OF A TAX-EXEMPT LEASE/PURCHASE AGREEMENT
AND RELATED DOCUMENTS**

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

Section 1. Authority; Purpose. The City is authorized by Minnesota Statutes, Section 465.71 to enter into lease-purchase agreements for the purpose of financing real and personal property. This Council hereby finds it in the best interest of the City to enter into a Tax-Exempt Lease/Purchase Agreement dated July 20, 2021, and the property schedule incorporated therein by reference (together, the "Lease") for the purpose of financing the acquisition of certain fitness equipment (the "Property").

Section 2. Authorization of Financing. In order to finance the Property, the Council desires to enter into the Lease with Municipal Asset Management, Inc., as lessor, Golden, Colorado (the "Lessor"). The Lessor offered to enter into the Lease to provide a loan to the City in the aggregate principal amount of \$289,148.09, on the terms set forth in the Lease. Such proposal of the Lessor is hereby accepted and the Lease is hereby authorized to be executed and delivered as hereinafter set forth. Pursuant to Minnesota Statutes, Section 475.60, the requirements as to public sale do not apply to the award or sale of the Lease to the Lessor. All action heretofore taken by the Parks and Recreation Manager, the Finance Manager, the Mayor, the City Administrator or any other City officer or employee with respect to the Lease is hereby ratified and confirmed in all respects.

Section 3. Documents. The Lease and such other operative and closing documents as are necessary to accomplish the financing of the Property (the "Documents") will hereafter be finally negotiated with the Lessor, all in accordance with this resolution. Such documents shall be placed on file in the office of the Finance Manager.

Section 4. Execution. Upon completion of the Documents and the execution thereof by the other parties thereto, the City Administrator and any one of the Mayor, the Assistant City Administrator, the City Clerk, or any other employee of the City acting under their direction and

designated by them to act on behalf of the City, are hereby authorized individually and collectively to execute and deliver the Documents on behalf of the City. The same are hereby further authorized to execute, on behalf of the City, such other contracts, certifications, documents or instruments as Lessor or counsel to the City shall require, including but not limited to IRS Form 8038-G, and all certifications, recitals, warranties and representations therein and in the Documents shall constitute the certifications, recitals, warranties and representations of the City. Execution of any contract, certification, document or instrument by one or more appropriate officers of the City will constitute and be deemed conclusive evidence of the approval and authorization by the City and the Council of the contract, certification, document or instrument so executed.

Section 5. Payment of Lease Payments; No General Obligation. Subject to the provisions of the Lease, the City shall pay promptly when due, all of the Lease Payments (as defined in the Lease) and other amounts required by the Lease. The Lease and the obligations of the City thereunder will be special, limited obligations of the City payable in each fiscal year solely from funds of the City legally appropriated for such purpose in the annual budget of the City; provided, however, that the City shall not be obligated to make any such appropriation. The full faith and credit and ability of the City to levy ad valorem taxes without limitation as to rate or amount are not pledged to the payment of the Lease or any obligation of the City thereunder.

Section 6. Tax Covenant; Bank Qualification; and Useful Life.

- (a) Covenant. The City covenants and agrees that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest component of the Lease Payments payable under the Lease to become subject to taxation under the Internal Revenue Code of 1986 (the "Code") and any regulations issued thereunder (the "Regulations"), in effect at the time of such action, and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within their powers which may be necessary to ensure that the interest component of the Lease Payments payable under the Lease will not become subject to taxation under the Code and the Regulations, as presently existing or as hereafter amended and made applicable to the Lease. So long as the Lease is outstanding, the City will not enter into any lease, use agreement or other contract or agreement respecting the Property which would cause the Lease to be considered a "private activity bond" or "private loan bond" pursuant to the provisions of Section 141 of the Code.
- (b) Qualified Tax-Exempt Obligations. The Council hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations, which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) which will be issued by the City and all subordinate entities during calendar year 2021 does not exceed \$10,000,000.

(c) Useful Life. The economic useful life of the Property is substantially greater than the Lease Term (as defined in the Lease).

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 6th day of March 2017.

McKayla Hatfield, Mayor Pro Tem

Attest: _____
Denise Beebe, Deputy Clerk

EXHIBIT A

City of Chaska, Minnesota
Chaska, MN

Municipal Asset Management, Inc.
Golden, CO

Re: Tax-Exempt Lease/Purchase Agreement dated July 20, 2021, between the City of Chaska, Minnesota, as lessee (the "Lessee"), and Municipal Asset Management, Inc., as lessor (the "Lessor"), including Property Schedule 1 incorporated therein (collectively, the "Lease")

Ladies and Gentlemen:

We have acted as counsel to the Lessee with respect to the above described Lease. In that capacity, we have reviewed copies of the Lease and a resolution of the City Council of Lessee dated August 2, 2021, relating to the Lease.

Under the Lease, the equipment described therein (the "Equipment") is being leased to Lessee, and Lessee has undertaken to pay lease payments (the "Lease Payments") with respect thereto. The Lease Payments are payable exclusively from moneys to be legally appropriated and provided therefor by Lessee. In the sole event that moneys are not so appropriated for any future fiscal year, Lessee will have the right to terminate the Lease at the end of its then current fiscal year. If Lessee discontinues the Lease at the end of any such fiscal year in the manner provided therein, the Lease is terminated without penalty or liability on the part of Lessee to pay any Lease Payments coming due after the fiscal year then in effect, but in such event Lessee has the obligation to surrender the Equipment and deliver possession thereof to Lessor, as described in the Lease. In the event Lessee does not discontinue the Lease and pays all Lease Payments due in accordance therewith, the rights of Lessor in the Equipment are terminated.

From our examination of these and such other documents as we deem relevant, assuming the genuineness of the signatures thereon and the accuracy of the facts stated therein without undertaking to verify the same by independent investigation, and based upon existing law, it is our opinion that:

1. Lessee is a political subdivision of the State of Minnesota (the "State"), duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into the Lease and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the same is a legal, valid and binding contract of Lessee enforceable against Lessee in accordance with its terms.

4. The full faith and credit and ability of Lessee to levy ad valorem taxes without limitation as to rate or amount are not pledged to the payment of the Lease or any obligation of Lessee thereunder.

The opinions set forth above are subject to the following qualifications and exceptions:

Our opinions are subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting creditors' rights.

Our opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions are subject to possible judicial action giving effect to governmental actions or foreign laws affecting creditors' rights.

Our opinions expressed above are limited to and assume the application of the laws of the State of Minnesota and the federal laws of the United States of America.

We express no opinion as to compliance with state or federal securities laws and regulations applicable to disposition of rights under the Lease to any investor, including, without limitation, any opinion as to the accuracy, completeness or sufficiency of any offering materials relating to Lessee or the Lease.

Any assignee of the entirety of the interest of Lessor under the Lease is entitled to rely on this opinion to the same extent as if the opinion were addressed to it.

Dated _____.

Very truly yours,

MUNICIPAL ASSET MANAGEMENT, INC.

July 27, 2021

City of Chaska, Minnesota
One City Hall Plaza
Chaska, MN 55318

Re: Tax-Exempt Lease/Purchase Agreement

Enclosed you will find the lease financing documents for your review and execution. Please forward the enclosed documents to your Counsel/Attorney for review and issuance of the Validity Opinion provided within.

Please complete the documents and have a duly authorized officer sign the documents where indicated. **PLEASE HAVE THE DOCUMENTS EXECUTED WITH BLUE INK.**

Once executed, please e-mail a copy of the documents to me at jtiemeyer@mamgt.com. Please return the original documents to me at Municipal Asset Management, Inc., 25288 Foothills Drive North, Golden, CO 80401. Please contact me at 303-273-9496 with any questions.

Sincerely,

Jamie Tiemeyer

25288 FOOTHILLS DRIVE NORTH • GOLDEN COLORADO • 80401

DOCUMENTATION CHECKLIST

- ☐ Tax-Exempt Lease/Purchase Agreement *
- ☐ Property Schedule*
- ☐ Exhibit A Property Description
- ☐ Exhibit B Acceptance Certificate
The date of Acceptance will need to be filled in with the date the equipment is installed and accepted and the box for Bank Qualification should be signed.
- ☐ Exhibit C Lessee's Counsel's Opinion
Exhibit C is the standard legal opinion used by Municipal Asset Management Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Lease/Purchase Agreement.
- ☐ Exhibit D Certificate of Authorization
The Certificate of Authorization should be executed by the Secretary, Board Chairman or other member of the Governing Body
- ☐ Request for Certificate of Insurance
The Insurance Certificate is required prior to funding.
- ☐ 8038-G
The purpose of this form is to report to the IRS that we have completed a tax-exempt financing.
- ☐ Invoicing Instructions – The information you provide allows us to invoice you properly.

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Tax-Exempt Lease/Purchase Agreement, Dated July 20, 2021

Accepted by Lessor:

Municipal Asset Management, Inc.
25288 Foothills Drive North
Golden, CO 80401

By:

Name: Paul E. Collings

Title: President

Date:

Agreed to by Lessee:

City of Chaska, Minnesota
One City Hall Plaza
Chaska, MN 55318

By:

Name: Matt Podhradsky

Title: City Manager

Date:

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence upon the date of acceptance of the Property by Lessee and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. During the Lease Term, title to the Property, including all substitutions, repairs, replacements and renewals, and the proceeds thereof shall be in the name of Lessor. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term, title to the Property shall pass to the Lessee, the Lessor's interests in the Property shall terminate and the Lessor shall execute such documents and instruments as are required or requested by the Lessee to convey to and vest in the Lessee full, unencumbered legal title to the Property. Thereafter the Lessor shall have no further interests in the Property. Notwithstanding the foregoing, Lessee hereby authorizes Lessor to file, for information and notice purposes only during the Lease Term, one or more financing statements under the Uniform Commercial Code as enacted in the State.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential

governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

INDEMNIFICATION OF LESSOR: To the extent permitted by law, Lessee shall indemnify and save Lessor harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, the Property by Lessee, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the lease of the Property, (c) any act of negligence of Lessee, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Property, (d) the acquisition, delivery, and acceptance of the Property, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Property by Lessee, or (f) Lessor's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Lessor, its directors, officers, agents, employees, successors, or assignees. Lessee's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate, and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

Property Schedule 1 to Tax-Exempt Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Tax-Exempt Lease/Purchase Agreement dated as of July 20, 2021 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto.
3. Term and Payments. Lease Term and Lease Payments are per the table below. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule on any Payment Date by paying the Purchase Price shown in the table below, plus any other amounts due and owing at the time of prepayment.
4. Property Cost. The total acquisition cost of the Property is \$289,148.09
5. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.

Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price*
		289,148.09				
1	1-Oct-21	285,253.14	5,147.93	1,252.98	3,894.95	Not Available
2	1-Nov-21	281,341.31	5,147.93	1,236.10	3,911.83	Not Available
3	1-Dec-21	277,412.53	5,147.93	1,219.15	3,928.78	Not Available
4	1-Jan-22	273,466.72	5,147.93	1,202.12	3,945.81	Not Available
5	1-Feb-22	269,503.81	5,147.93	1,185.02	3,962.91	Not Available
6	1-Mar-22	265,523.73	5,147.93	1,167.85	3,980.08	283,138.89
7	1-Apr-22	261,526.40	5,147.93	1,150.60	3,997.33	278,580.83
8	1-May-22	257,511.75	5,147.93	1,133.28	4,014.65	274,013.28
9	1-Jun-22	253,479.70	5,147.93	1,115.88	4,032.05	269,436.21
10	1-Jul-22	249,430.18	5,147.93	1,098.41	4,049.52	264,849.60
11	1-Aug-22	245,363.11	5,147.93	1,080.86	4,067.07	260,253.44
12	1-Sep-22	241,278.42	5,147.93	1,063.24	4,084.69	255,647.71
13	1-Oct-22	237,176.03	5,147.93	1,045.54	4,102.39	251,032.38
14	1-Nov-22	233,055.86	5,147.93	1,027.76	4,120.17	246,407.43
15	1-Dec-22	228,917.84	5,147.93	1,009.91	4,138.02	241,772.85
16	1-Jan-23	224,761.89	5,147.93	991.98	4,155.95	237,128.61
17	1-Feb-23	220,587.93	5,147.93	973.97	4,173.96	232,474.70
18	1-Mar-23	216,395.88	5,147.93	955.88	4,192.05	227,811.09
19	1-Apr-23	212,185.67	5,147.93	937.72	4,210.21	223,137.77
20	1-May-23	207,957.21	5,147.93	919.47	4,228.46	218,454.71
21	1-Jun-23	203,710.43	5,147.93	901.15	4,246.78	213,761.89
22	1-Jul-23	199,445.25	5,147.93	882.75	4,265.18	209,059.30
23	1-Aug-23	195,161.58	5,147.93	864.26	4,283.67	204,346.91
24	1-Sep-23	190,859.35	5,147.93	845.70	4,302.23	199,624.70
25	1-Oct-23	186,538.48	5,147.93	827.06	4,320.87	194,892.66
26	1-Nov-23	182,198.88	5,147.93	808.33	4,339.60	190,150.76
27	1-Dec-23	177,840.48	5,147.93	789.53	4,358.40	185,398.97
28	1-Jan-24	173,463.19	5,147.93	770.64	4,377.29	180,637.29
29	1-Feb-24	169,066.93	5,147.93	751.67	4,396.26	175,865.69
30	1-Mar-24	164,651.62	5,147.93	732.62	4,415.31	171,084.15
31	1-Apr-24	160,217.18	5,147.93	713.49	4,434.44	166,292.64
32	1-May-24	155,763.52	5,147.93	694.27	4,453.66	161,491.15
33	1-Jun-24	151,290.57	5,147.93	674.98	4,472.95	156,679.66
34	1-Jul-24	146,798.23	5,147.93	655.59	4,492.34	151,858.15
35	1-Aug-24	142,286.43	5,147.93	636.13	4,511.80	147,026.59
36	1-Sep-24	137,755.07	5,147.93	616.57	4,531.36	142,184.97
37	1-Oct-24	133,204.08	5,147.93	596.94	4,550.99	137,333.26
38	1-Nov-24	128,633.37	5,147.93	577.22	4,570.71	132,471.44

39	1-Dec-24	124,042.85	5,147.93	557.41	4,590.52	127,599.49
40	1-Jan-25	119,432.44	5,147.93	537.52	4,610.41	122,717.39
41	1-Feb-25	114,802.05	5,147.93	517.54	4,630.39	117,825.12
42	1-Mar-25	110,151.60	5,147.93	497.48	4,650.45	112,922.66
43	1-Apr-25	105,480.99	5,147.93	477.32	4,670.61	108,009.99
44	1-May-25	100,790.14	5,147.93	457.08	4,690.85	103,087.08
45	1-Jun-25	96,078.97	5,147.93	436.76	4,711.17	98,153.91
46	1-Jul-25	91,347.38	5,147.93	416.34	4,731.59	93,210.47
47	1-Aug-25	86,595.29	5,147.93	395.84	4,752.09	88,256.73
48	1-Sep-25	81,822.61	5,147.93	375.25	4,772.68	83,292.67
49	1-Oct-25	77,029.24	5,147.93	354.56	4,793.37	78,318.26
50	1-Nov-25	72,215.10	5,147.93	333.79	4,814.14	73,333.50
51	1-Dec-25	67,380.10	5,147.93	312.93	4,835.00	68,338.34
52	1-Jan-26	62,524.15	5,147.93	291.98	4,855.95	63,332.79
53	1-Feb-26	57,647.16	5,147.93	270.94	4,876.99	58,316.80
54	1-Mar-26	52,749.03	5,147.93	249.80	4,898.13	53,290.36
55	1-Apr-26	47,829.68	5,147.93	228.58	4,919.35	48,253.45
56	1-May-26	42,889.01	5,147.93	207.26	4,940.67	43,206.05
57	1-Jun-26	37,926.93	5,147.93	185.85	4,962.08	38,148.13
58	1-Jul-26	32,943.35	5,147.93	164.35	4,983.58	33,079.68
59	1-Aug-26	27,938.17	5,147.93	142.75	5,005.18	28,000.67
60	1-Sep-26	0.00	28,059.00	120.83	27,938.17	0.00
TOTALS			331,786.87	42,638.78	289,148.09	

* Purchase Price after the current lease payment has been made.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: Municipal Asset Management, Inc.
By:
Name: Paul E. Collings
Title: President

Lessee: City of Chaska, Minnesota
By:
Name: Matt Podhradsky
Title: City Manager

Attest:
By
Name:
Title:

EXHIBIT A

Property Description

New Fitness Equipment, per the attached Quote 22-050084 & Quote 22-053859. This Exhibit A Property Description will be updated and completed with full serial numbers and provided to the City upon final delivery of all Equipment.

More fully described in the invoice(s) attached hereto and made a part hereof, including all present and future attachments, accessions, additions, substitutions and all proceeds thereof.

EXHIBIT B
Certificate of Acceptance to Tax-Exempt Lease/Purchase Agreement

This **Certificate of Acceptance** is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of July 20, 2021 and the related Property Schedule, between Lessor and Lessee (the "Agreement").

1. Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

Acceptance Date:

Lessee: City of Chaska, Minnesota
--

By:

Name:

Title:

2. Bank Qualification. Lessee designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Property Schedule was funded, in an amount not exceeding \$10,000,000.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Lessee: City of Chaska, Minnesota
--

By:

Name: Matt Podhradsky

Title: City Manager

EXHIBIT C

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

[Current date]

Municipal Asset Management, Inc. and or Assigns
25288 Foothills Drive North
Golden, CO 80401

City of Chaska, Minnesota
One City Hall Plaza
Chaska, MN 55318

RE: Tax-Exempt Lease/Purchase Agreement between Municipal Asset Management, Inc. and City of Chaska, Minnesota.

Ladies and Gentlemen:

We have acted as special counsel to City of Chaska, Minnesota ("Lessee"), in connection with the Tax-Exempt Lease/Purchase Agreement, and Property Schedule dated as of July 20, 2021, between City of Chaska, Minnesota, as Lessee, and Municipal Asset Management, Inc. as Lessor, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.

3. All proceedings of Lessee and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

4. The Agreement has been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement and the Property Schedule.

Very truly yours,

By: _____

EXHIBIT D
Certificate of Authorization

This **Certificate of Authorization** is pursuant to Tax-Exempt Lease Purchase Agreement dated as of July 20, 2021 and the related Property Schedule, between Lessor and Lessee (the "Agreement").

1. **Approval and Authorization.** The Governing Body of Lessee, either through direct board action or indirectly through its officers, officials or other authorized representatives has determined that it is in the best interest of the Lessee to enter into a lease purchase agreement substantially in the form of the Agreement to finance the purchase of the Equipment described on Exhibit A of the Agreement. The Governing Body of Lessee has duly authorized the individuals listed below to execute the Agreement and all documents related thereto on behalf of the Lessee. Such authorization derives from either direct board action or indirectly through established policies and procedures or bylaws all as allowed by law.

Authorized Individual(s):

(Signature of individual(s) authorized to execute the Agreement)

Matt Podhradsky, City Administrator

(Printed Name and Title of individual(s) authorized to execute the Agreement)

*To be executed by Secretary, Board Chairman or other member of the Governing Body.

Lessee: City of Chaska, Minnesota
*By:
Name:
Title:

Request for Certificate of Insurance

(Please fill out this form and fax it to your insurance company)

TO:
Insurance Company: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

FROM:

Customer/Lessee Name: City of Chaska, Minnesota

Contact Name:

Telephone Number:

Fax Number:

City of Chaska, Minnesota is in the process of financing certain equipment from Municipal Asset Management, Inc. In order to facilitate this transaction, **please submit a Certificate of Insurance to:**

Municipal Asset Management, Inc. and its Assigns
25288 Foothills Drive North
Golden, CO 80401

City of Chaska, Minnesota requests that Municipal Asset Management, Inc. be listed as: "Municipal Asset Management, Inc. and its Assigns" and named **ADDITIONAL INSURED** as to **public liability** coverage and **CO-LOSS PAYEE** as to **property coverage**. A copy of said certificate should be forwarded to Municipal Asset Management, Inc. as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Equipment (including theft and collision for Equipment consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, Municipal Asset Management, Inc. is to receive 30 days' prior written notice of cancellation or material change in coverage.

Please fax this completed information to:

Municipal Asset Management, Inc.
Attention: Documents Administration
Fax Number: 303-273-9505
Phone Number: 303-273-9494

Please contact the person above if you have any questions. Thank you!

Notification of Tax Treatment

Municipal Asset Management, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

_____ I agree that my lease is subject to sales/use tax.

_____ I am exempt from sales/use tax and I have attached a completed exemption certificate to Municipal Asset Management, Inc.

_____ I have previously provided a completed exemption certificate to Municipal Asset Management, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

Lessee: City of Chaska, Minnesota
By:
Name: Matt Podhradsky
Title: City Manager

INVOICE INSTRUCTIONS
(This information enables us to invoice you correctly.)

City of Chaska, Minnesota

BILL TO ADDRESS: One City Hall Plaza
Chaska, MN 55318

BILLING CONTACT:

First, M.I. and Last Name:

Title:

Phone Number:

Fax Number:

E-Mail Address:

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES _____ NO _____

Purchase Order Number:

FEDERAL TAX ID NUMBER: 41-6005041

EQUIPMENT LOCATION (If different from Billing Address): Chaska Community Center

ADDITIONAL INFORMATION NEEDED ON INVOICE:

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____	Date _____	Type or print name and title _____
---	------------	------------------------------------

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no. _____			

Form **8038-G** (Rev. 9-2018)

REQUEST FOR ACTION CHASKA CITY COUNCIL 08/02/2021

Subject: Needs Assessment for Comcast Cable Television Franchise Ordinance Renewal

Prepared By: Kevin Wright

Background

The City entered into a Cable Television Franchise Ordinance (Ordinance No. 687) with Amzak Cable in 2000 for a term of 15 years. During that time, the Franchise has been transferred to Comcast, which now operates a cable system in the City pursuant to the Franchise.

Minnesota State Statute allows the City to enter into a franchise agreement with any cable communications system providing services within the City.

On a federal level, the Telecommunications Act of 1996 requires a franchise for cable operators to provide service in a local municipality, which is also considered a local franchise authority. The Telecommunications Act also established several policies relating to franchising requirements:

- Franchise agreements are nonexclusive and can be granted to one or more franchises within a local franchising authority's jurisdiction.
- Franchise agreements include rights related to the use of the public right-of-way and allows local franchising authorities to charge a Franchise Fee up to five percent of the cable operator's annual gross revenue.

In the current Cable Television Franchise Ordinance, the City receives a five percent franchise fee and a 40 cent per-month-per-subscriber charge for public, educational, governmental programming (PEG).

The City currently has three PEG channels:

- Channel 14 provides programming related to community events, sports, fitness, recreation, and news bulletins
- Channel 15 provides programming related to local government meetings and other public service announcements
- Channel 16 is not currently programmed

The City and Comcast have engaged in informal renewal discussions since 2013, and Comcast has recently proposed a renewal franchise to the City for consideration. The City has retained legal counsel from the offices of Kennedy & Graven, Chartered, who specialize in cable franchise renewals.

Proposed Community Needs

Staff have worked with legal counsel to identify several cable-related community needs or interests for the Council's consideration.

1. System and Services

Because the cable industry has advanced and evolved so much since 2000, and because there are really no standards for the "state-of-the-art" in modern telecom systems, and because there is significant and growing competition within this industry, modern cable franchises typically do not attempt to dictate what technical advancements or innovations a cable operator must make.

2. Public, Educational, Governmental (PEG) Programming

Staff have received feedback about a lack of picture clarity on the City's PEG channels. Members of the public have said that presentation materials in city meetings are difficult to read and broadcasts of high school sports are blurry. To improve quality, staff would like to propose simulcasting Channels 14 and 15 in standard definition (SD) and high definition (HD). To accommodate this upgrade, staff is willing to release channel 16, since it is not currently programmed.

Staff is also comfortable moving to a PEG fee of 1% of Comcast's gross revenues. PEG fees support and fund equipment used to program the City's channels and produce local community features, events, and stories.

3. Live Origination Sites

Broadcasts of live events continue to grow in popularity, particularly during the pandemic, when in-person viewing was limited. Because technology has changed since 2000, the City no longer needs a dedicated live return feed to certain facilities. Instead, staff would like to exchange these feeds for a wireless or radio frequency (RF) connection, so that the live streams can be directly uploaded to the City's channels via the internet.

Staff have provided a potential list of locations around the City where live programming could be generated.

- a. Chaska City Hall
- b. Chaska Community Center
- c. Chaska Athletic Park
- d. Chaska Town Course
- e. Chaska Curling and Event Center
- f. Chaska Fire Station
- g. Periodic mobile/non-fixed locations identified with two-week written notice

4. Free Services

Staff recommends continuing to receive cable services at the following locations:

- a. Chaska City Hall
- b. Chaska Police Station
- c. Chaska Fire Station
- d. Chaska Municipal Services Building

5. Franchise Fee

Staff recommends maintaining the current arrangement while adding language to ensure discounted packages are not over-allocated to cable revenues and language requiring compliance with Generally Accepted Accounting Principles (GAAP).

6. Service Area

The current language is outdated and ambiguous. Staff recommends updated this section to include language found in most modern renewals that can be more easily interpreted.

7. Franchise Term

Staff recommends keeping the Franchise terms at 15 years.

8. Security/Enforcement/Insurance

Staff recommends updating the monetary values in this section to be consistent with amounts required in similarly-sized communities.

9. Rates/Customer Service

Under federal law, the City is prevented from regulating cable rates.

Concerning Comcast's customer service, staff have not received negative feedback. Staff recommends not making any changes to the current arrangement. Instead, staff would continue to recommend community members first contact their cable provider, in this case Comcast, to resolve any problems or complaints about service.

Staff would like Council's direction on these items prior to proceeding with the renewal process with Comcast. If the Council agrees with these community needs, staff and legal counsel would work with Comcast to potentially incorporate these items in an updated Cable Television Franchise Agreement.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2021-52 approving the community needs list for the Comcast Cable Television Franchise Ordinance renewal negotiations.

CITY OF CHASKA

RESOLUTION NO. 2021-52

A RESOLUTION ADOPTING NEEDS ASSESSMENT

WHEREAS, the City of Chaska (“City”) issued a Cable Television Franchise Ordinance, Ordinance No. 687, to Amzak Cable, Midwest, Inc. authorizing the operation of a cable system and delivery of cable service in the City (“Franchise”), and;

WHEREAS, the Franchise was issued in 2000 for a term of 15 years, and;

WHEREAS, as a result of several transfers of the Franchise or corporate restructurings of the Franchise holder, Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC, a Delaware corporation (“Comcast”) now operates a cable system in the City pursuant to the Franchise, and;

WHEREAS, by letter dated April 13, 2013, Comcast requested renewal of the Franchise then-set to expire in 2015, and;

WHEREAS, since 2013, Comcast and the City have periodically conducted “informal renewal” discussions as contemplated by applicable federal law, and;

WHEREAS, Comcast has recently provided a proposed renewal franchise to the City for consideration, and;

WHEREAS, for purposes of finalizing renewal of the Franchise, the City has retained special legal counsel and staff has worked with counsel to identify the community’s cable-related community needs or interests, and;

WHEREAS, staff has presented recommendations to the City Council concerning the community’s cable-related needs or interests and City’s priorities for renewal of the Franchise.

NOW, THEREFORE, BE IT RESOLVED the City Council identifies the following needs or interests that are priorities for renewal of the Franchise:

1. System and Services. The Franchise required a system upgrade to 750 Mhz with capacity reserved for at least 79 video channels. The Franchise also gave the City the right to require a “State of the Art” review with the company.

Using compression technologies, fiber, and other technical advancement, modern cable systems provide hundreds of video channels in addition to internet and telephone services. Like the Franchise, the FCC’s technical standards for cable systems are outdated. Because the FCC’s technical standards are largely inapplicable to a modern telecom system, and because there is growing competition in the industry, the City does not intend to dictate future technical advancements that must be deployed.

2. Public, Educational, Governmental (PEG) Programming. The Franchise requires: a) three (3) PEG channels for use by the City, or its designee; b) Comcast's payment of \$4,000 annually "to be used solely for PEG access," and; c) payment of a \$.40 per subscriber, per month fee to the City without any stated restriction on use of the funds received.

As more local events, particularly sporting events, are cablecast locally, the City has received negative feedback concerning the quality and lack of clarity of the PEG channels. In renewal, the City seeks to retain only two (2) PEG channels but seeks delivery of such channels in high definition (HD). HD programming has become the de facto standard for cable television. Initially, the City seeks to have its two channels (14 and 15) simulcast in SD and HD. Channel 14 provides programming related to community events, sports, fitness and recreation. Channel 15 provides programming related to local government meetings and other public service announcements. The City is prepared to release its third channel (16) in exchange for this arrangement.

With respect to funding, the City is aware that in this market Comcast has moved toward provision of PEG support via a percentage of revenue fee (as the franchise fee has historically been calculated). The City seeks to replace the existing support arrangement with such a fee. For purposes of determining the appropriate percentage, staff has requested that Comcast give a forecast of the funding that would be anticipated from a 1% of gross revenues fee.

3. Live Origination Sites. The Franchise requires provision of live return feeds to allow cablecast of live programming from City Hall, the Community Center, Middle School, High School, and the Athletic Park. The Franchise also required installation of two dark fibers between the Middle School and City Hall for City use. All of the live feeds are provided via fiber connections.

In the immediate future, the City seeks deployment of broadband internet service at the Athletic Field allowing multiple programmers to "cover" the state amateur baseball tournament. Staff is negotiating that arrangement now. It is anticipated that the solution may include wireless or radio frequency (RF) connectivity.

Remote video productions are a primary source of original community programming content. Accordingly, the City wishes to provide for live origination of programming at the following locations:

- a. Chaska City Hall
- b. Chaska Community Center
- c. Chaska Athletic Park
- d. Chaska Town Course
- e. Chaska Curling and Event Center
- f. Chaska Fire Station
- g. Periodic mobile/non-fixed locations identified with two-week written notice

The City is willing to exchange the current dedicated fiber network for an RF solution as may be most cost effective. It is expected that the baseball tournament arrangements may serve as a test for such arrangement.

4. Free Services. The Franchise required the continuation of free cable services to public sites that, as of 2000, were receiving such services and delivery of such service to new schools or municipal buildings built within 200' of the cable system. The Franchise did not specify which buildings were to continue receiving complimentary service.

The City wishes to continue receiving cable service at the following locations:

- a. Chaska City Hall
- b. Chaska Police Station
- c. Chaska Fire Station
- d. Chaska Municipal Services Building

5. Franchise Fee. The Franchise currently requires the payment of a franchise fee calculated as 5% of "Gross Revenues," which is defined broadly.

The City intends to retain the current arrangement while adding language ensuring that any discount for bundled, double or triple-play packages are not over-allocated to cable revenues, thus reducing franchise fee payments, and language requiring compliance with GAAP.

6. Service Area. The Franchise authorizes service throughout the City, but requires that the company make service available wherever "there are at least 35 homes per mile and located within 125' of the existing distribution system."

The City seeks a service area/system extension provision consistent with modern cable franchises in the metropolitan market. For example:

The cable operator must extend the system and make service available wherever there are 20 or more potential residential or business customers per mile of new plant that must be installed to provide such service. New plant installation must be measured following existing road rights-of-way as efficiently as is feasible.

7. Franchise Term. The Franchise was issued for a 15-year term. The City seeks an equivalent renewal term.

8. Security/Enforcement/Insurance. The Franchise required a \$50,000 performance bond and, in the event of non-compliance, allowed the City to require a \$5,000 letter of credit (LOC). The Franchise also provides for certain penalty (i.e. liquidated damages) amounts to be drawn from the LOC for various specified franchise violations. Finally, the Franchise provides for termination/revocation in the event of unresolved non-compliances.

The City seeks to retain the current bond amount but seeks an increase in the LOC to \$15,000. The City also requires that the insurance minimums be increased to \$1.5M.

9. Rates/Customer Service. The Franchise only allows the City to regulate cable rates to the extent not prohibited by applicable federal law, which no longer permits such local regulation, and contains few customer service requirements.

Because the City has not received significant negative community feedback concerning these issues, the City does not seek any material changes in this arrangement.

BE IT RESOLVED FURTHER, that the City staff and legal counsel are directed to seek to negotiate franchise terms and conditions consistent with this Resolution.

Approved by the City of Chaska, Minnesota this 2nd day of August, 2021.

By: _____

Its: Mayor Pro Tem

By: _____

Its: City Clerk

REQUEST FOR ACTION CHASKA CITY COUNCIL 8/2/2021

Subject: Approval of Adjustments to Pension Benefits for Chaska Fire Department Relief Association

Prepared By: Noel Graczyk, Administrative Services Director

Background

Pension benefits as provided by the Chaska Fire Department Relief Association (CFDRA) to members of the CFDRA were last adjusted effective as of January 1, 2019. In 2020, funding options for possible benefit adjustments were included as part of a bi-annual actuarial funding study completed for the CFDRA dated as of December 31, 2019. The CFDRA Board of Trustees delayed actions on any benefit adjustments in 2020 due to financial market volatility and events related to the COVID-19 Emergency. In 2021, after reviewing the funding status of the Pension Benefit Fund, the CFDRA Board decided to move forward in recommending to the City pension benefit adjustments effective as of January 1, 2021.

In discussions in 2021 with the City, regarding possible benefit adjustments, it was agreed to by both the CFDRA Board and the City that the City should revise the controlling City resolution that provides an annual pension contribution amount by the City to the CFDRA. On June 21, 2021, the City Council adopted City Resolution No. 2021-41 that established a new contribution policy the outlines the purpose and intent for annual City contribution amounts based on maintaining at least a minimum 85% Funded Ratio in the CFDRA Pension Benefit Fund.

The new funding resolution and proposed benefit adjustments were both considered by the CFRDA Board at a meeting on June 22, 2021. At that time the Board recommended new benefit adjustments for consideration and approval by both the CFDRA Membership and the City. At a CFDRA Membership Meeting on July 27, 2021, the CFDRA Membership approved a new monthly benefit at \$2.8025 per month of service and a new lump sum benefit at \$7,901 per year of service, effective as of January 1, 2021. Also, approved effective as of the January 1, 2021, was a change in the full vesting requirement to fifteen years of service instead of the current requirement of 20 years of service.

As discussed with the City Council previously by both Jason Buntin, CFDRA President, and Tim Wiebe, Fire Chief, benefit adjustments as proposed by the CFDRA support both recruitment and retention efforts for the Chaska Fire Department. Maintaining a trained and fully staffed group of paid-on-call firefighters is in the best interest of the Fire Department as well City of Chaska residents and business.

The City must approve all benefit adjustments before the implementation by the CFDRA and the City must also approve any needed amendments to the CFDRA By Laws to in order to reflect

the approved benefits. These approvals by the City are necessary because the City is obligated to guarantee all future CFDRA benefit payments once agreed to by the City. The following table is a summary of current and proposed CFDRA pension benefits and associated funding levels.

CFDRA Actuarial Funding Study

(As of 12/31/2019)

	Current Benefits	Proposed 1/1/2021 Benefits	Increase (Decrease)
Monthly Benefit (per service month)	\$2.4525	\$2.8025	\$0.3500
Lump Sum Benefit (per service year)	\$7,100	\$7,901	\$801
Benefit Vesting:			
Partial Vesting at 60% (Years Completed)	10-Years	10-Years	n/a
Full Vesting at 100%, (Years Completed)	20-Years	15-Years	n/a
Funded Ratio	97.0%	85.0%	n/a
Estimated Annual Required City Contribution	\$46,964	\$145,612	\$98,648
City Funding Level for 2021	\$368,281	\$368,281	\$0
Funding Over(Under) Required Contribution	\$321,317	\$222,669	(\$98,648)

The annual minimum required city contribution as determined in accordance with the proposed new benefits will not increase the pension amount contributed annually by the City to the CFDRA. As of December 31, 2019, the CFDRA Pension Benefit Fund was determined to have a 97% Funded Ratio. Benefits adjustments as proposed will reduce the Funded Ratio to 85% which is consistent with City resolution 2021-41 as adopted by the City Council earlier this year.

Implementation of new benefits effective as of January 1, 2021, keep consideration of any possible benefit adjustments on a regular two-year review cycle for both the CFDRA and the City. This also aligns the start date of any new benefits with the start of a new fiscal year for both entities. It is the intent of the both the CFDRA and the City to consider any future benefit adjustments as of the start of a new calendar year. This practice sets expectations with the CFDRA membership and CFDRA Board for consideration of any future benefit adjustments and also provides for any associated funding needs to be reviewed as part of the budget process for the City.

Attached are proposed CFDRA By-Law Amendments that reflect new benefit levels as adopted by the CFDRA Membership for consideration and approved by the City.

Recommendation

Based on proposed new CFDRA benefits meeting the agreed to minimum 85% Funded Ratio staff recommends approval of the new CFDRA benefit levels effective as of January 1, 2021 as well as approval of the amended CFDRA By-Laws that establish new CFDRA benefits.

CITY COUNCIL ACTION REQUESTED

Motion to approve a Chaska Fire Department Relief Association benefit structure and By-Law amendments effective as of January 1, 2021, based on a benefit of \$2,802.50 per month of service for the monthly benefit, a benefit of \$7,901 per year of service for the lump sum benefit, and 100% vesting as of fifteen years.

**RESTATED BYLAWS
OF
CHASKA FIRE DEPARTMENT RELIEF ASSOCIATION**

ARTICLE I – NAME

Section 1. **Name.** The name of this relief association is the Chaska Fire Department Relief Association (“Association”). It is a non-profit corporation incorporated under the laws of Minnesota.

Section 2. **Type.** The Association is a defined-benefit monthly service and lump sum relief association subject to Minn. Stat. §§ 69.771 to 69.776; 424A.015; and 424A.02. All benefits provided by this Association derive from and are governed by applicable federal and state laws, its Articles of Incorporation, and these bylaws.

Section 3. **Location.** The place and location of this Association shall be in the City of Chaska, Carver County, State of Minnesota.

Section 4. **Books and Records.** The Association shall keep, at a minimum, correct and complete copies of its Articles of Incorporation and Bylaws, accounting records, records documenting Special Fund transactions, records necessary to determine benefits payable and paid to individual members and their beneficiaries, and minutes of its’ meetings that record the votes of actions taken. These records shall be retained in accordance with applicable state law.

Section 5. **Purpose.** The Association is a governmental entity that receives and manages public money to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and emergency first response, and for their beneficiaries.

ARTICLE II – MEMBERSHIP

Section 1. **Membership.** All members of the Chaska Fire Department (“Fire Department”) are eligible for membership in the Association. Application for membership shall be made in writing on a form supplied by the Secretary of the Association. Membership must be approved by the Board of Trustees. Any member who retires from the Fire Department after ten (10) or more years of service shall remain a member of the Association.

Full and part time employees of Chaska who receive public pension benefits or credit from a statewide public pension fund may be eligible for membership provided they perform the services of a volunteer firefighter as defined in state law, the firefighting services are in addition to those provided pursuant to their employment, otherwise meet the Active Service and other requirements of these Bylaws, and the Board, after reviewing the employment, concludes that such membership is allowable under applicable Minnesota law governing public pensions.

Section 2. **Exclusions.** The Association may exclude from membership an applicant who, due to some medically determinable physical or mental impairment or condition, would

constitute a predictable and unwarranted risk for imposing liability for an ancillary benefit at any age earlier than the minimum age specified for receipt of a service pension. A minor may not be a member of this Association.

Section 3. **Termination.** Any member may be terminated from the Association for cause by a two-thirds (2/3) vote of all members present at a regular or special meeting of the membership. Cause for termination includes, but is not limited to, discharge from the Fire Department, failure to account for money belonging to the Association or feigning illness or injury for the purpose of defrauding the Association. Any individual discharged or expelled from the Fire Department shall forfeit all claims for death, disability or other benefits of the Association. A member may not be terminated except by a fair and reasonable process that includes written notice of charges and an opportunity to be heard and be represented by legal counsel.

Section 4. **Active Service.** Active service is the supervision of performance of fire suppression or prevention duties. Active service requires meeting minimum service requirements specified by the Fire Department. Annually, the Board shall obtain certification from the Fire Chief of each member's active service.

Section 5. **Month of Active Service.** A "month" is a completed calendar month of active service in the Fire Department measured from the member's date of entry to the same date in the subsequent month.

Section 6. **Year of Active Service.** A "year" is twelve completed calendar months of active service in the Fire Department measured from the member's date of entry to the same date in the subsequent year. Lump sum service pensions and ancillary benefits will not be provided for fractional years of service (i.e. member only receives credit for each complete year of service).

Section 7. **Return to Service.** Except for a single, Board approved leave of absence up to one year, any member who has ceased to perform the duties of a firefighter for at least sixty (60) days or who has received payment of a service pension or disability benefit, shall not be eligible to resume active membership in the Association should the firefighter resume active firefighting duties with the Fire Department. The firefighter shall not be eligible to accrue any additional service credit with, or benefit from, the Association. If the firefighter attained the minimum service and membership requirements specified in these bylaws prior to the firefighter's break in service, the firefighter shall retain the right to the benefit previously accrued, if the benefit has not been paid.

Section 8. **Break in Service.** If a member has ceased to perform the duties of a firefighter, the member shall be considered to have a break in service and shall not receive credit in the Association for that period of time, except that this section does not apply to breaks in service mandated or allowed by applicable federal or state law, such as the Uniform Services Employment and Reemployment Rights Act of 1994 ("USERRA"), Minn. Stat. §424A.021, and the Family and Medical Leave Act ("FMLA"), or Board approved leave of absence not exceeding one year. Active membership in the Association immediately resumes when an active

member returns to active service in the Fire Department, if the members break in service is less than sixty (60) days.

Section 9. Uniformed Services. A volunteer firefighter who is absent from firefighting service because of service in the uniformed services may obtain service credit for the period of the uniform service, not to exceed five (5) years, unless a longer period is required by federal law, if the volunteer firefighter returns to firefighting service with coverage by the same Association or its successor upon discharge from service in the uniformed service within the time frame required by federal law. Service credit will not be given if the firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

ARTICLE III – OFFICERS AND TRUSTEES

Section 1. Officers and Trustees. The Board of Trustees (“Board”) is the Association’s governing Board and has exclusive control of the investment of its assets in conformance with applicable federal and state laws including, but not limited to, applicable Minnesota Statutes and these Bylaws. The members of the Board shall act as trustees, with a fiduciary obligation to the active, deferred and retired members of the Association, who are its beneficiaries; the taxpayers of the municipality, who help to finance the plan, and the State of Minnesota, which established the plan.

The Board shall invest and reinvest the Association’s plan assets, determine benefits, determine eligibility for membership or benefits, determine the amount or duration of benefits, determine the funding requirements or amounts of contributions, oversee the expenditure of plan assets, and select financial institutions and investment products.

The Board shall submit a written report of the financial condition of the Association to the members at its semi-annual meetings.

The Board shall develop and periodically revise a program for continuing education. The Board shall participate in continuing education to keep themselves abreast of their fiduciary responsibilities.

Section 2. Members of the Board of Trustees. The Board consists of nine (9) members (“Trustees”): six (6) Trustees are elected by the membership and three (3) Trustees are drawn from officials by the City of Chaska. Of the three (3) municipal Trustees, one must be an elected official and one must be an elected or appointed municipal official, and both must be designated annually of the Chaska City Council. The third municipal Trustee must be the Fire Chief.

Of the six (6) Trustees elected by the membership one may be a retired firefighter of the Association. The six (6) elected Trustees shall serve three (3) year terms. The election of the Trustees shall be staggered. Trustees shall be elected at the annual meeting of the Association. A vacancy in the position of an elected Trustee may be filled by the remaining Trustees at a board meeting. The Trustee selected to fill the vacancy holds office only until the next annual or special meeting of the Association membership when a successor must be elected by the membership.

Section 3. **Officers.** The President, Vice-President, Secretary and Treasurer shall be elected from among the full Board for one (1) year terms. In no event shall any Trustee hold more than one Officer position at any time. In no event shall any municipal Trustee hold an Officer position.

Section 4. **President.** The President shall attend and preside at all meetings of the Association and the Board. The President shall actively manage the business of the Association. The President shall enforce the due observance of the law, including Minnesota Statutes, the Articles of Incorporation, and the Bylaws of the Association. The President shall ensure that the Officers properly perform the duties assigned to them and that the orders and resolutions of the Board are carried into effect. The President shall sign all checks issued by the Treasurer and all other papers requiring the President's signature. The President shall perform other duties as prescribed by the Board.

Section 5. **Vice-President.** The Vice-President shall, in the absence of the President, assume all duties of the President.

Section 6. **Secretary.** The Secretary shall keep and post a true and accurate record of the proceedings of all meetings of the Association and of the Board. The Secretary shall keep a correct record of all amendments, alterations, and additions to the Bylaws in a book separate from the minute books of the Association. The Secretary shall prepare all paperwork and obtain signatures required for benefits due. The Secretary shall keep individual files and a roll of membership, with the date of joining, resignation, years of service, discharge, retirement, and service pensions and ancillary benefits paid. The books of the Secretary shall be at all times open to the Board. The Secretary shall prepare and process all correspondence as needed. The Secretary shall, jointly with the Treasurer, prepare and file all reports and statements required by law, including reports to be filed with the Office of the State Auditor ("OSA"). The Secretary shall perform other duties as prescribed by the Board.

The Secretary shall deliver to the Secretary's successor in office, or any committee appointed by the Board to receive the same, all records, books, papers, etc. pertaining to the Secretary's term in office immediately upon the expiration of the Secretary's term in office.

Section 7. **Treasurer.** The Treasurer shall keep accurate financial records of the Association. The Treasurer shall receive all monies belonging to the Association and deposit them in the name of and to the credit of the Association in the banks and depositories designated by the Board. The Treasurer shall disburse funds and issue checks and drafts in the name of the Association. All checks and drafts shall be cosigned by the Treasurer and one other officer. The Treasurer shall keep separate and distinct accounts of the Special Fund and the General Fund and shall prepare and present to the Board a full and detailed statement of the assets and liabilities of each fund separately, prior to the annual meeting of the Association, and upon requests of the Board.

The Treasurer shall deliver to the Treasurer's successor in office, or to any committee appointed by the Board to receive the same, all monies, books, papers, etc., pertaining to the Treasurer's term in office immediately upon the expiration of the Treasurer's term in office. The

Treasurer shall, prior to entering upon the duties of the Treasurer's office, give a bond in an amount equal to at least ten percent of the assets of the Association; however, the amount of the bond need not exceed \$500,000. Jointly with the Secretary, the Treasurer shall prepare and file all reports and statements required by law, including reports to be filed with the OSA. The Treasurer shall perform other duties as prescribed by the Board.

Section 8. **Compensation and Reimbursement.** The Officers may receive such salary as the membership of the Association deems necessary. Itemized expenses eligible for reimbursement are limited to those expenses incurred as a result of fulfilling responsibilities as an administrator of the Special Fund.

ARTICLE IV – MEETINGS OF THE MEMBERS AND OF THE BOARD

Section 1. **Annual Meeting and Other Membership Meetings.** An annual meeting of the membership of the Association shall be held in March. Trustee elections and other business of the Association required to be conducted pursuant to applicable Minnesota law governing non-profit corporations and public pension funds shall be conducted at the annual meeting. A second meeting of the membership shall be held in September or at the Board's discretion. Meetings shall be held at the Chaska Fire Station or other place specified by the Board.

Section 2. **Notice of Annual and Other Membership Meetings.** Notice of each meeting of the Association's members, including the annual meeting, shall be delivered to the Trustees and each member entitled to vote at the meeting at least five (5) days before the date of the meeting and not more than sixty (60) days before the date of the meeting. Notice must contain the date, time, and location of each meeting.

Section 3. **Special Meetings.** Special Meetings of the Association's members may be called at any time upon the written order of the President or a majority of the Board of Trustees. A Special Meeting shall also be called by written order of the President upon written request of at least ten percent (10%) of the members of the Association. The members' written request shall specify the business to be conducted at said Special Meeting. Any Order calling a Special Meeting shall be filed with the Secretary.

Section 4. **Notice of Special Meeting.** Notice of each Special Meeting of the Association's members shall be delivered by the Secretary to each member entitled to vote at the meeting and each Trustee at least five (5) days before the date of the meeting and not more than sixty (60) days before the date of the meeting. Notice must contain the date, time, and place of the meeting. The notice shall also specify the business of said Special Meeting, and no business shall be transacted at any Special Meeting except the business for which the meeting was called.

Section 5. **Quorum for Annual and Special Meetings.** Forty (40%) percent of the members of the Association shall constitute a quorum for the transaction of business at the annual or any Special Meeting of the Association.

Section 6. **Voting at Annual and Special Meetings.** Members of the Association are entitled to one vote. Voting by proxy and cumulative voting are not permitted. All votes, unless specified prior to the vote, shall be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote shall ask for a vote by secret ballot.

Section 7. **Board Meetings.** The Board shall meet at least four (4) times during the year to discuss the investments, finances, benefits, records, and other business of the Association. These meetings shall be open to any member of the Association and to the public.

Section 8. **Notice of Board Meetings.** Any Trustee may call a Board meeting by giving five days' notice to all Trustees of the date, time, and place of the meeting.

Notice requirements of the Minnesota Open Meeting Law must also be followed for all Board meetings. A schedule of the Board's regular meetings must be kept on file at the Board's primary office.

For special board meetings (including any regular meeting held at a time or place different from the time or place stated in the schedule of regular meetings), the Board must post written notice of the date, time, place, and purpose of the meeting on the Board's principal bulletin board, or if the Board has no such bulletin board, on the door of its usual meeting room. The notice must also be mailed or delivered to each person who has filed a written request for notice with the Board. The notice must be posted and mailed or delivered at least three days before the date of the meeting.

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

Section 9. **Quorum for Board Meetings.** A majority of the Trustees shall constitute a quorum for the transaction of business at the meetings of the Board.

Section 10. **Voting at Board Meetings.** The Board has a responsibility to vote on the investment and reinvestment of Association assets, the determination of benefits, the determination of eligibility for membership or benefits, the determination of the amount or duration of benefits, the determination of funding requirements or the amounts of contributions, the maintenance of membership and financial records, the expenditure of Association assets, the selection of financial institutions and investment products, and on any other matter related to the business or affairs of the Association. Trustees are entitled to one vote and each has equal rights. Voting by proxy and cumulative voting is not permitted. All votes, unless specified prior to the vote, shall be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote shall ask for a vote by secret ballot.

Section 11. **Order of Business.** The annual meeting of the members of the Association shall be conducted in the following order:

1. Call to order

2. Roll call
3. Reading and approval of minutes of previous meeting
4. Secretary's report
5. Treasurer's report
6. Committee reports
7. Unfinished business
8. Election of Trustees **[at annual meeting]**
9. New business
10. Adjournment.

ARTICLE V – APPLICATION FOR PENSIONS AND BENEFITS

Section 1. **Notice of Intent to Take Distribution.** Each member who intends to take distribution of a service pension or deferred service pension from the Association must file a Notice of Intent to Take Distribution. Such Notice shall be in writing, and shall be filed with the Secretary not less than ninety (90) days prior to the intended date of distribution. Upon receipt of the Notice of Intent to Take Distribution, the Secretary shall provide to the applicant an Application for Distribution and any forms or notices required by federal or state law.

Section 2. **Process.** Each person who intends to take distribution of a service pension, a deferred service pension, or an ancillary benefit other than a disability benefit from the Association must file an Application for Distribution. Article VIII governs the process for receipt of a disability benefit. The Secretary shall provide to the applicant with any Application for Distribution any forms or notices required by federal or state law. All Applications for Distribution shall be submitted to the Board for approval at a Board Meeting. Applications for Distributions shall state the age of the member, the period of service, the date of separation from active service with the Fire Department, and any other information the Board may require. The service pension, deferred service pension, or ancillary benefit shall not be paid until the Application for Distribution has been approved by a majority vote of the Board.

ARTICLE VI – SERVICE PENSION

Section 1. **Pension Benefit.** Upon the member meeting the eligibility requirements of Section 2 of this Article and following the submission and approval of an Application for Distribution, the Association shall pay the member out of the Special Fund a pension as provided in this Article.

Section 2. **Eligibility.** To receive an unreduced monthly service pension, a member must meet all of the following requirements:

1. Have separated from active service with the Fire Department;
2. Be at least fifty (50) years of age;
3. Have completed at least two hundred forty (240) months of service with the Fire Department to be fully vested; and

- Have completed at least one hundred eighty (180) months of service with the Fire Department to be fully vested; and
4. Have completed at least two hundred forty (240) months of active membership with the Association to be fully vested.
- Have completed at least one hundred eighty (180) months of active membership with the Association to be fully vested.

Section 3. Deferred Status. A member with one hundred twenty (120) months of service with the Fire Department but who has not yet reached the age of eligibility specified in Section 2 of this Article may not collect a service pension at the time of separation from Active Service. The member shall be placed on deferred status and be entitled to receive a monthly service pension upon reaching the age of eligibility specified in Section 2 of this Article and following submission and approval of an Application for Distribution. The deferred service pension is governed by and must be calculated based upon the state law, Association Bylaw provisions, and the Articles of Incorporation in effect on the date that the deferred member separates from Active Service with the Fire Department and active membership in the Association.

Section 4. Pension Benefit.

a. Individuals who become Members prior to November 4th, 2013.

Individuals who became Members of the Association prior to November 4th, 2013 shall have their monthly service pension calculated pursuant to this paragraph. These Members may also elect to receive a lump-sum service pension pursuant to subparagraph (iv).

- (i) **Monthly Service Pension.** An individual who became a member of the Association prior to November 4th, 2013, and meets the eligibility requirements of Section 2 shall, following submission and approval of an Application for Distribution, be entitled to a monthly service pension equal to \$2.4525 per month of service. This monthly benefit shall continue until the member's death.
- (ii) **Partial Vesting Schedule.** Members with at least one hundred twenty (120) months of service but who are not yet fully vested are eligible for a partial monthly service pension as follows:

<u>Completed Months of Service</u>	<u>Non-Forfeitable Pension Amount</u>	
120	60%	
132	64%	68%
144	68%	76%
156	72%	84%
168	76%	92%
180	80%	100%

192	84%	100%
204	88%	100%
216	92%	100%
228	96%	100%
240	100%	100%

- (iii) **Additional Benefit/Maximum Service Credit.** Members shall earn an additional benefit of \$2.4525 per month for each month of service beyond two hundred forty (240) up to a maximum of three hundred sixty (360) months of service. Three Hundred Sixty (360) months of service is the maximum service credit a member may receive for purposes of calculating a monthly service pension.

\$2.8025, one hundred eighty (180)

- (iv) **Elective Lump-Sum Service Pension.** In the alternative, an individual who became a member of the Association prior to November 4th, 2013 may elect a lump-sum service pension which shall be determined in accordance with the table attached as Exhibit A. This elective lump sum service pension is based on completed years of service. Members shall not receive credit for fractional years of service in the event they elect this option.

b. Individuals who become members of the Association after November 4th, 2013 and otherwise meet the eligibility requirements of Section 2 shall, upon submission and approval of an Application for Distribution, be entitled to a lump-sum service pension determined in accordance with the table attached as Exhibit B. This lump sum service pension is based on completed years of service. Members shall not receive a benefit for fractional years of service. Twenty-five (25) years of service is the maximum service credit a Member may receive for purposes of calculating a lump sum service pension.

c. Post Retirement Increases. Members who have retired shall receive increases in their per month of service rate equal to those received by active members. **Retired Members who have either elected or are required to receive a mandatory lump sum service pension shall not be eligible for any such increases.**

ARTICLE VII – ANCILLARY BENEFITS

Section 1. Survivor Benefits. Survivor benefits for members hired before November 4th, 2013 and their beneficiaries shall be determined in accordance with Section 2. Survivor benefits for members hired after November 5th, 2013 and their beneficiaries shall be determined in accordance with Section 3.

Section 2. Survivor Benefits for Members Hired Before November 4th, 2013. In the event of the death of a member of the Association hired before November 4th, 2013 and prior to the time when a member (a) terminates active service with the fire department and status as a

member in the Association; and (b) commences receipt of the service pension as authorized in these bylaws, the spouse and surviving children shall be entitled to a benefit calculated as follows:

- a. **Spousal Benefit.** The surviving spouse, if any, shall be paid, until death or remarriage of the surviving spouse, the sum of one hundred percent (100%) of the monthly service pension amount to which such member would have been entitled at age 50 without regard to whether the member had attained the minimum number of years of active firefighting service. The surviving spouse may also elect a lump sum survivor benefit under the terms and conditions of Article VI, Section 4 (iv) and determined in accordance with the table attached as Exhibit A.
- b. **Benefit for Surviving Child Without Surviving Spouse.** If the member is survived only by a child or children, the Association shall pay monthly toward the support of such child or children, in the aggregate, 100% of the monthly service pension amount to which such member would have been entitled at age 50 without regard to whether the member had attained the minimum number of years of active firefighting service and Association membership specified in these bylaws.
- c. **Termination of Children's Benefit.** Benefit payments to or on behalf of a surviving child shall cease when the child reaches the age of eighteen or, in the case of any child who furthers his or her education, by attending college or technical school, when that child graduates with his/her undergraduate degree or technical degree, quits school, reaches the age of twenty-two, or fails to provide proof of current educational enrollment, whichever occurs first. Any child furthering his or her education and wishing to qualify for benefits must produce annually, in a form satisfactory to the Board, proof that the child is a full-time student in a college or trade school.

No benefit shall be paid until an Application for Distribution is submitted and approved by the Board. In the event a member elects the lump sum service pension option pursuant to Article VI, Section 4 (b) they and their beneficiaries shall not be eligible for a survivor benefit.

Section 3. **Survivor Benefits For Members Hired After November 4th, 2013.** Upon the death of an active or deferred member of the Association hired after November 4th, 2013, and following the submission and approval of an Application for Distribution, a survivor's benefit shall be paid as follows:

- a. **Spousal Benefit.** In the event of the death of an active member of the Association, the surviving spouse, if any, shall be paid 100% of the lump sum benefit for each year of service, without regard to minimum or partial vesting requirements. The survivor's benefit shall be determined in accordance with the table attached as Exhibit B.
- b. **Surviving Child.** If the active member is survived only by a child or children and there is no surviving spouse, the Association shall pay such child or children, as a group, 100% of the lump sum benefit for each year of service without regard to minimum or partial vesting requirements. The survivor's benefit shall be determined

in accordance with the table attached as Exhibit B.

- c. **Survivor Benefit.** If there is no surviving spouse and there are no surviving children, to the member's designated beneficiary. If no beneficiary has been designated, the survivor benefit will be paid as a death benefit to the estate of the deceased member.

Section 4. Supplemental Survivor Benefit/No Additional Financial Relief.

Supplemental survivor benefits are not provided by the Association. Payment of a survivor benefit on behalf of a deceased deferred member is not provided nor authorized by the Association. Except for the relief expressly identified for survivors in this Article, a member or former member's surviving spouse, child or children, or other potential beneficiary are not entitled to any other or further relief or benefits from the Association.

ARTICLE VIII – DISABILITY BENEFITS

Section 1. Eligibility. An active member who becomes permanently disabled in the line of duty or otherwise is eligible for a benefit as provided in this Article. Deferred members are not eligible to receive disability benefits.

Section 2. Disability Defined. Disability is defined as the inability to engage in performance of all essential duties as a firefighter by reason of a medically determinable physical or psychological impairment which can be expected to last permanently or result in death. Payment of temporary disability benefits is not authorized.

Section 3. Proof of Disability. A member shall not be considered by the Board for a permanent disability benefit unless the member furnishes adequate proof of the existence thereof. The member shall submit an Application for Disability Benefit attaching a written report by a physician or surgeon setting forth the diagnosis and prognosis of the disability, disease or injury of the member. An applicant's statement as to pain or other symptoms will not alone be conclusive evidence of disability as defined in this Article. The Application for Disability Benefit shall be submitted to the President, Vice-President and Secretary who shall serve as a committee whose responsibility it will be to learn the cause of the member's permanent disability, review the application, and report to the Board in a timely matter.

Section 4. Independent Medical Examination. Upon receipt of the Application for Disability Benefit the Board may appoint an independent medical examiner for purposes of conducting a medical examination to verify the member's disability.

Section 5. Board Approval. The member shall be eligible to receive a permanent disability benefit immediately upon approval of the Board. The Board may retroactively approve eligibility for receipt of a disability benefit to the date of injury giving rise to the disability provided that such date is no more than two (2) weeks from the date of Board approval.

Section 6. Calculation of Benefit. In the event an active member incurs a disability as

defined in this Article, the Association shall pay to such member a monthly disability payment, for the time of such disability. This benefit shall be equal to the benefit level for each month the member served as an active firefighter in the Fire Department, without regard to minimum or partial vesting requirements. Months of service shall be determined as of the date of disability.

ARTICLE IX - FUNDS

Section 1. **Funds.** The Association must establish and maintain a Special Fund and a General Fund. All property and assets of the Association shall be kept in one of these funds in accordance with applicable state law, the Articles of Incorporation and these Bylaws.

Section 2. **Special Fund.** All public funds, such as state fire aid, municipal contributions, and supplemental benefit reimbursements, received by the Association must be deposited in the Special Fund. Disbursements from the Special Fund may not be made for any purpose except as authorized by Minn. Stat. §§ 69.80 and 424A.05.

The Treasurer is the custodian of the assets of the Special Fund and the recipient on behalf of the Special Fund of all revenues payable to it. The Treasurer must maintain adequate records documenting all transactions involving the assets or the revenues of the Special Fund.

Section 3. **General Fund.** Money received from any nonpublic source, such as fundraising activities, donations, initiation fees, fines, entertainment revenues, and dues collected pursuant to Article II, Section 2, must be deposited into the General Fund. Funds may be disbursed for any purpose authorized by the Articles of Incorporation, these Bylaws or the Board. All Association expenses not specifically authorized by State statute to be paid out of the Special Fund must be paid out of the General Fund.

The Treasurer is the custodian of the assets of the General Fund and the recipient on behalf of the General Fund of all revenues payable to it. The Treasurer must maintain adequate records documenting any transactions involving financial activity of the General Fund.

Section 4. **Deposits.** All money belonging to the Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board may designate.

Section 5. **Nonassignability of Benefits.** Benefits paid or payable from the Special Fund are not subject to garnishment, judgment, execution, or other legal process, except as provided in Minn. Stat. §§ 518.58; 518.581; or 518A.53. Benefits paid or payable may not be assigned for any purpose.

Section 6. **Domestic Relations Order.** A qualified domestic relations or domestic relations order shall be accepted by the Association if in compliance with state and federal law. A distribution made pursuant to a domestic relations order shall be treated as made pursuant to qualified domestic relations order as specified by I.R.C. 414 (p) (11), as amended. No benefits

shall be paid under a domestic relations order which requires the plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan or under state law.

ARTICLE X – INVESTMENTS

Section 1. **Standard of Fiduciary Conduct.** Trustees owe a fiduciary duty to the active, deferred, and retired members of the Association, who are plan beneficiaries; to the taxpayers of the municipality, who help finance the plan; and to the State of Minnesota, which established the plan. The Trustees shall act in good faith and exercise that degree of judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, considering the probable safety of plan capital as well as the probable investment return to be derived from the assets.

Section 2. **Investment Policy.** The Board shall approve an investment policy, and shall investigate and prepare for the safe and profitable investment of Association funds in conformance with State statutes and the Association's investment policy. The Board may hire investment professionals to act for or on its behalf. The Special Fund assets must be invested only in securities that are authorized by Minn. Stat. §§ 69.775; 356A.06, subd. 6 and other applicable state law. The Board shall have on file a copy of the investment policy of the Association. The Board shall file a copy of the Association's investment policy, and all changes to the policy, with the OSA.

Section 3. **Broker Certification.** The Association shall provide annually to its broker a written statement of investment restrictions from the applicable State laws and from the Association's investment policy. Annually, before the Association enters into or continues business with the broker, the broker must submit to the Association a signed Broker Certification form prepared by the Office of the State Auditor.

ARTICLE XI – UNCLAIMED BENEFITS

Section 1. **Unclaimed Benefits.** In the event that the Association is unable with reasonable effort to locate a member or a survivor of a member entitled to payment or distribution under these bylaws or by State law, the benefit distributable to such member or survivor of such member shall be forfeited and will be credited to the Special Fund. Efforts to locate a member or survivor must be documented. Forfeiture shall occur no earlier than thirty-six (36) months after the Board concludes the Association was unable to locate such member or survivor despite reasonable efforts to locate them.

ARTICLE XII - AMENDMENTS

Section 1. **Amendments.** These Bylaws may be amended at any regular or special

meeting of the Association by a two-thirds (“2/3”) vote of members present. Proposed amendments must be submitted to the Secretary to be posted with regular Board announcements. They shall also be read at a regular or special meeting not more than thirty (30) days prior to action being taken. The Secretary shall deliver notice to each Trustee and member eligible to vote not less than ten (10) days prior to the meeting at which action is taken.

Amendments to these bylaws which affect the amount of, the manner of payment of, or the conditions for qualification for service pensions, deferred service pensions, or ancillary benefits are not effective until they have been ratified by the City Council.

The Association must file a revised copy of these bylaws with the OSA upon the adoption of any amendments.

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EXHIBIT A

ELECTIVE LUMP SUM SERVICE PENSION FOR INDIVIDUALS HIRED PRIOR TO November 4th, 2013 (Effective as of November 4th, 2013) - \$7,100.00 per year of service \$7,901.00

The lump sum service pension benefit levels in this Exhibit are based on completed years of service. Members shall not receive credit for fractional years of service in the event they elect this option.

Completed Months of Service	New proposed Lump Sum Payment Amount	
Months	Dollar Amount	Years
120	\$42,600.00 \$47,406.00	10
132	\$49,984.00 \$59,099.48	11
144	\$57,936.00 \$72,057.12	12
156	\$66,456.00 \$86,278.92	13
168	\$75,544.00 \$101,764.88	14
180	\$85,200.00 \$118,515.00	15
192	\$95,424.00 \$126,416.00	16
204	\$106,216.00 \$134,317.00	17
216	\$117,576.00 \$142,218.00	18
228	\$129,504.00 \$150,119.00	19
240	\$142,000.00 \$158,020.00	20
252	\$149,100.00 \$165,921.00	21
264	\$156,200.00 \$173,822.00	22
276	\$163,300.00 \$181,723.00	23
288	\$170,400.00 \$189,624.00	24
300	\$177,500.00 \$197,525.00	25
312	\$184,600.00 \$205,426.00	26
324	\$191,700.00 \$213,327.00	27
336	\$198,800.00 \$221,228.00	28
348	\$205,900.00 \$229,129.00	29
360	\$213,000.00 \$237,030.00	30

A-1

Member Approval –

Effective Date – 01/01/2021

City Council Approval –

EXHIBIT B

MANDATORY LUMP SUM BENEFIT FOR MEMBERS HIRED AFTER November 5th, 2013 (Effective as of November 4th, 2013) - \$7,100.00 per year of Service ~~\$7,901.00~~

Completed Months of Service	New proposed Lump Sum Payment Amount	
Months	Dollar Amount	Years
120	\$42,600.00 \$47,406.00	10
132	\$49,984.00 \$59,099.48	11
144	\$57,936.00 \$72,057.12	12
156	\$66,456.00 \$86,278.92	13
168	\$75,544.00 \$101,764.88	14
180	\$85,200.00 \$118,515.00	15
192	\$95,424.00 \$126,416.00	16
204	\$106,216.00 \$134,317.00	17
216	\$117,576.00 \$142,218.00	18
228	\$129,504.00 \$150,119.00	19
240	\$142,000.00 \$158,020.00	20
252	\$149,100.00 \$165,921.00	21
264	\$156,200.00 \$173,822.00	22
276	\$163,300.00 \$181,723.00	23
288	\$170,400.00 \$189,624.00	24
300	\$177,500.00 \$197,525.00	25

Members hired on November 4, 2013 or after can only receive a maximum of 25 years of pension.

The lump sum service pension benefit levels in this Exhibit are based on completed years of service. Members shall not receive credit for fractional years of service in the event they elect this option.

B-1

Member Approval –

Effective Date – 01/01/2021

City Council Approval –

BYLAWS

These bylaws are hereby adopted and approved by the members of the Chaska Fire Department Relief Association on this 1st day of January, 2019.

President

date:_____

Secretary

date:_____

Treasurer

date:_____

B-2

Member Approval –

Effective Date – 01/01/2021

City Council Approval –

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING:

August 2, 2021

Paid and Unpaid Invoices:

Check #'s 338828-339015

\$1,185,224.92

Paid Electronic Invoices:

Wire #'s 2850-2874

\$5,051,828.26

Amount for Approval-Council Meeting:

August 2, 2021

\$6,237,053.18

Checks

07/29/2021 11:31 8482mrob		City of Chaska VENDOR INVOICE LIST				P apinvlst				1
INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
105041 1ST AYD CORPORATION										
PSI462070		06/28/2021	080321	338853	275.00	08/07/2021	INV	PD	VIKAN WATER BLADES FOR CL	
CHECK DATE:	08/03/2021									
103825 ACUSHNET COMPANY										
911383585		07/07/2021	080321	338854	224.90	09/05/2021	INV	PD	RESALE	
CHECK DATE:	08/03/2021									
911408127		07/10/2021	080321	338854	194.25	09/08/2021	INV	PD	RESALE	
CHECK DATE:	08/03/2021									
911430260		07/13/2021	080321	338854	2,155.63	09/11/2021	INV	PD	RESALE	
CHECK DATE:	08/03/2021									
911441267		07/14/2021	080321	338854	224.90	09/12/2021	INV	PD	RESALE	
CHECK DATE:	08/03/2021									
911450326		07/15/2021	080321	338854	3,146.25	08/14/2021	INV	PD	RANGE BALLS	
CHECK DATE:	08/03/2021									
911451209		07/15/2021	080321	338854	125.50	08/14/2021	INV	PD	RESALE	
CHECK DATE:	08/03/2021									
911462198		07/17/2021	080321	338854	5,182.74	09/15/2021	INV	PD	RESALE	
CHECK DATE:	08/03/2021									
911475056		07/19/2021	080321	338854	84.21	08/18/2021	INV	PD	RESALE	
CHECK DATE:	08/03/2021									
911484771		07/20/2021	080321	338854	3,023.77	09/18/2021	INV	PD	RESALE	
CHECK DATE:	08/03/2021									
					14,362.15					
100036 ADAM'S PEST CONTROL INC										
3324670		07/13/2021	080321	338855	60.32	08/13/2021	INV	PD	OAK 19 PEST CONTROL	
CHECK DATE:	08/03/2021									
3324884		07/13/2021	080321	338855	15.00	08/13/2021	INV	PD	OAK 19 BIO-DRAIN SERVICE	
CHECK DATE:	08/03/2021									
					75.32					
100049 AIR COMPRESSORS PLUS										
201650		07/13/2021	080321	338856	27.00	08/12/2021	INV	PD	FILTER ELEMENT FOR FIREMA	
CHECK DATE:	08/03/2021									
100077 AMERICAN CASTING & MANUFACTURING CORP										



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City of Chaska
VENDOR INVOICE LIST

P 2
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
336089		07/16/2021	080321	338857	1,194.44	08/16/2021	INV	PD	METER SEALS
CHECK DATE: 08/03/2021									
100089 AMERICAN PRESSURE INC									
120963		05/27/2021	080321	338858	187.39	08/19/2021	INV	PD	GORILLA WASH-TC
CHECK DATE: 08/03/2021									
100103 ANCOM TECHNICAL CENTER									
102999		07/15/2021	080321	338859	680.00	08/15/2021	INV	PD	REPROGRAM FD RADIOS FOR B
CHECK DATE: 08/03/2021									
100119 SHAKOPEE VALLEY FORD									
298921	FOW	07/02/2021	080321	338860	51.24	08/02/2021	INV	PD	#707 LOCATOR VAN PARTS
CHECK DATE: 08/03/2021									
299380	FOW	07/09/2021	080321	338860	541.88	08/09/2021	INV	PD	#107 STREET PARTS
CHECK DATE: 08/03/2021									
					593.12				
100122 ARAMARK REFRESHMENT SERVICES									
114089	03	07/08/2021	080321	338861	119.94	08/08/2021	INV	PD	COFFEE/COCOA FOR FD
CHECK DATE: 08/03/2021									
114218	38	07/09/2021	080321	338861	59.94	08/09/2021	INV	PD	COFFEE FOR FD
CHECK DATE: 08/03/2021									
					179.88				
109198 ARCHER MECHANICAL									
26140		07/20/2021	080321	338862	92.08	08/20/2021	INV	PD	MSB HVAC CONTROL SWITCH
CHECK DATE: 08/03/2021									
100078 AMERICAN SOCIETY OF COMPOSERS									
500583	892-2021	07/20/2021	080321	338863	369.33	08/01/2021	INV	PD	2021 LICENSE ACCT 5005838
CHECK DATE: 08/03/2021									
100155 AUBURN MANOR									
AUG 2021	210002	08/01/2021	080321	338864	200.00	08/31/2021	INV	PD	AUG SENIOR CITIZEN DONATI
CHECK DATE: 08/03/2021									



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 3
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
109997	GARY A BARNES								
91563		07/26/2021	080321	338865	169.00	07/26/2021	INV	PD	Band for AOA Picnic 8/5/2
	CHECK DATE: 08/03/2021								
100174	BAUER BUILT TIRE AND BATTERY								
180272219		07/09/2021	080321	338866	187.94	08/15/2021	INV	PD	TIRES FOR FLOWER MOWER
	CHECK DATE: 08/03/2021								
109978	BEHRENS SZYMANSKI, AUDRA								
34433		07/14/2021	080321	338867	34.75	08/14/2021	INV	PD	METER DEPOSIT REFUND-3110
	CHECK DATE: 08/03/2021								
100201	BCBSM INC								
210702419971		07/02/2021	072221	338838	172,170.46	07/20/2021	INV	PD	AUG EMP INS PREM-MEDICAL
	CHECK DATE: 07/22/2021								
100205	BMO HARRIS BANK N.A.								
27		07/02/2021	080321	338868	72,952.53	08/19/2021	INV	PD	PAYGO NOTE PMT-CLOVER FIE
	CHECK DATE: 08/03/2021								
109992	BOONSTRA, TOM								
220504529-2021		06/25/2021	080321	338869	1,812.50	08/13/2021	INV	PD	JUN REBATE-SOLAR PANEL
	CHECK DATE: 08/03/2021								
100214	BORDER STATES INDUSTRIES INC								
922419448	210087	07/12/2021	080321	338870	46.13	08/25/2021	INV	PD	2 - CONNECT TRN 8 5/8 COV
	CHECK DATE: 08/03/2021								
922498200		07/23/2021	080321	338870	969.62	08/25/2021	INV	PD	DISCONNECT PLATES
	CHECK DATE: 08/03/2021								
					1,015.75				
100226	BRAUN INTERTEC CORPORATION								
B259648		07/21/2021	080321	338871	1,422.50	08/21/2021	INV	PD	PAR 30 UTILITES TESTING
	CHECK DATE: 08/03/2021								
109981	BROWNE, BENJAMIN								
34999		07/14/2021	080321	338872	63.46	08/14/2021	INV	PD	METER DEPOSIT REFUND-325



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 4
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/03/2021									
100254 BRYAN ROCK PRODUCTS INC									
48582		07/15/2021	080321	338873	1,005.73	08/15/2021	INV	PD	WO# 903 POLE RE-ALIGNMENT
CHECK DATE: 08/03/2021									
109984 BURKHART, JOE									
35097		07/14/2021	080321	338874	68.96	08/14/2021	INV	PD	METER DEPOSIT REFUND-110
CHECK DATE: 08/03/2021									
100275 CALLAWAY GOLF									
933548115		07/14/2021	080321	338875	305.00	09/12/2021	INV	PD	RESALE
CHECK DATE: 08/03/2021									
107442 CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY									
10006879-2021-1		06/18/2021	080321	338876	2,312.00	08/13/2021	INV	PD	JUN REBATE-CUSTOM LOW INC
CHECK DATE: 08/03/2021									
10006879-2021-2		06/18/2021	080321	338876	4,244.95	08/13/2021	INV	PD	JUN REBATE-CUSTOM LOW INC
CHECK DATE: 08/03/2021									
					6,556.95				
100314 CARVER COUNTY IS/GIS DEPT									
2852		07/20/2021	080321	338877	265.00	08/20/2021	INV	PD	JUL INTERNET SERVICE
CHECK DATE: 08/03/2021									
SHERI003545		07/08/2021	080321	338878	7,950.00	08/08/2021	INV	PD	Public Safety Software Sy
CHECK DATE: 08/03/2021									
					8,215.00				
100320 CCP INDUSTRIES INC									
IN02803179		07/08/2021	080321	338879	1,021.99	08/07/2021	INV	PD	TERMINATING TOWELS
CHECK DATE: 08/03/2021									
100323 CDW GOVERNMENT INC									
G167336		06/28/2021	080321	338880	64.70	07/28/2021	INV	PD	FD PILOT SURFACE GO
CHECK DATE: 08/03/2021									
G391324		07/01/2021	080321	338880	161.41	07/31/2021	INV	PD	PD SURFACE DOCK
CHECK DATE: 08/03/2021									



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 5
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
G648366		07/08/2021	080321	338880	161.41	08/07/2021	INV	PD	SURFACE DOCK-YAEGER
CHECK DATE: 08/03/2021									
G734614		07/12/2021	080321	338880	69.19	08/11/2021	INV	PD	SURFACE TYPE COVER-YAEGER
CHECK DATE: 08/03/2021									
					456.71				
100332 CENTERPOINT ENERGY RESOURCES CORP									
80000146268/JUN21		07/15/2021	072921	338846	225.15	08/11/2021	INV	PD	JUN GAS SVC
CHECK DATE: 07/29/2021									
80000167843/JUN21		07/15/2021	072921	338846	284.08	08/11/2021	INV	PD	JUN GAS SVC
CHECK DATE: 07/29/2021									
					509.23				
100333 CENTERPOINT ENERGY RESOURCES CORP									
80000167793/JUN21		07/15/2021	072921	338847	35.28	08/11/2021	INV	PD	JUN CITY PKS GAS SVC
CHECK DATE: 07/29/2021									
100337 QWEST CORPORATION									
234798362		07/16/2021	072921	338849	12,246.11	08/15/2021	INV	PD	JUL INTERNET SERVICE
CHECK DATE: 07/29/2021									
313196254/JUL21		07/18/2021	072921	338848	594.02	08/16/2021	INV	PD	JUL CITY HALL LOC PHN SVC
CHECK DATE: 07/29/2021									
313249294/JUL21		07/11/2021	072021-2	338828	54.68	08/09/2021	INV	PD	JUL TC MAINT LOC PHN SVC
CHECK DATE: 07/20/2021									
313408124/JUL21		07/11/2021	072021-2	338828	127.44	08/09/2021	INV	PD	JUL TC MAINT LOC PHN SVC
CHECK DATE: 07/20/2021									
313692512/JUL21		07/01/2021	072021-2	338828	259.56	07/27/2021	INV	PD	JUL TC CLUBHS LOC PHN SVC
CHECK DATE: 07/20/2021									
314238800/JUL21		07/18/2021	072921	338848	73.78	08/16/2021	INV	PD	JUL MSB LOC PHN SVC
CHECK DATE: 07/29/2021									
					13,355.59				
107163 CHASKA HEIGHTS SENIOR LIVING LLC									
7		07/02/2021	080321	338881	96,820.13	08/19/2021	INV	PD	PAYGO NOTE PMT-CHASKA HEI
CHECK DATE: 08/03/2021									
102038 ULTIMATE SAFETY CONCEPTS INC									
195332		07/14/2021	080321	338882	12,450.00	08/14/2021	INV	PD	FF FACE MASKS (10)



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 6
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/03/2021									
100436 COMCAST CORPORATION									
0036243/JUL21-TC		07/07/2021	072921	338850	223.12	08/01/2021	INV	PD	JUL CLUBHOUSE CABLE
CHECK DATE: 07/29/2021									
0055482/JUL21-FD		07/12/2021	072221	338839	6.75	08/06/2021	INV	PD	JUL FD CABLE
CHECK DATE: 07/22/2021									
91388		07/09/2021	072021-2	338829	79.48	08/03/2021	INV	PD	Jul PD Cable
CHECK DATE: 07/20/2021									
					309.35				
102867 TILLER CORPORATION									
210615		06/15/2021	080321	338883	1,866.93	07/27/2021	INV	PD	LAKE GRACE TRAIL PAVE
CHECK DATE: 08/03/2021									
210630-Balance		06/30/2021	080321	338883	277.05	08/27/2021	INV	PD	DISCOUNT NOT ELIGIBLE-LAK
CHECK DATE: 08/03/2021									
					2,143.98				
105466 COMPUTER INTEGRATION TECHNOLOGIES INC									
312080		07/15/2021	080321	338884	3,551.00	08/14/2021	INV	PD	JUL OFFICE 365
CHECK DATE: 08/03/2021									
100429 COORDINATED BUSINESS SYSTEMS LTD									
INV160516		07/02/2021	080321	338886	41.46	08/02/2021	INV	PD	TC COPIER CONTRACT
CHECK DATE: 08/03/2021									
INV161876		07/09/2021	080321	338887	302.81	08/09/2021	INV	PD	JUL COPIER CONTRACT
CHECK DATE: 08/03/2021									
INV162126		07/13/2021	080321	338885	34.66	07/23/2021	INV	PD	HP M425DN
CHECK DATE: 08/03/2021									
					378.93				
106301 CORE AND MAIN LP									
P229567	210088	07/14/2021	080321	338888	1,655.04	08/14/2021	INV	PD	INVENTORY-ANODES, CURB ST
CHECK DATE: 08/03/2021									
P233137	210098	07/16/2021	080321	338888	733.28	08/16/2021	INV	PD	INVENTORY - GATE BOX VALV
CHECK DATE: 08/03/2021									



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 7
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					2,388.32				
107208 CREEKS RUN PHASE II LLC									
7		07/02/2021	080321	338889	8,166.17	08/19/2021	INV	PD	PAYGO NOTE PMT-CREEKS RUN
CHECK DATE: 08/03/2021									
100555 D R HORTON INC									
1453 CLOVER PRSRV LN		07/26/2021	080321	338890	1,500.00	08/26/2021	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/03/2021									
100520 DEM CON COMPANIES LLC									
8053		06/30/2021	080321	338891	1,290.86	07/30/2021	INV	PD	DEMO OF GARAGE AT 401 PIN
CHECK DATE: 08/03/2021									
107812 SCOTT CONGDON									
5220		07/13/2021	080321	338892	59.00	08/12/2021	INV	PD	WORK REPORT CARDS FOR EQU
CHECK DATE: 08/03/2021									
103870 DIVERSIFIED PLUMBING AND HEATING INC									
31088		07/19/2021	080321	338893	510.00	08/19/2021	INV	PD	RPZ Rebuild-CCC
CHECK DATE: 08/03/2021									
100549 DORSEY AND WHITNEY LLP									
3676646		07/12/2021	080321	338894	396.00	07/26/2021	INV	PD	City Square West Legal-Ju
CHECK DATE: 08/03/2021									
100567 DVS RENEWAL									
C169006		07/26/2021	080321	338895	14.25	08/10/2021	INV	PD	Registration for squad 11
CHECK DATE: 08/03/2021									
100577 EASY PICKER GOLF PRODUCTS INC									
0163967-IN		07/16/2021	080321	338896	174.32	08/15/2021	INV	PD	WATER COOLER-TC
CHECK DATE: 08/03/2021									
106766 EDINAM, DAVID									
31009-2		07/14/2021	080321	338897	326.03	08/14/2021	INV	PD	METER DEPOSIT REFUND-3000
CHECK DATE: 08/03/2021									



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 8
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
109979	EGBERT, ELIZABETH								
34968		07/14/2021	080321	338898	76.27	08/14/2021	INV	PD	METER DEPOSIT REFUND-3000
	CHECK DATE: 08/03/2021								
110000	EIDE, JENNIFER								
162363		07/21/2021	080321	338899	13.96	08/22/2021	INV	PD	REPLACE LOST PAYROLL CK 1
	CHECK DATE: 08/03/2021								
100602	EMERGENCY APPARATUS MAINTENANCE INC								
118693		07/08/2021	080321	338900	1,631.56	08/08/2021	INV	PD	#311 PUMP TEST AND REPAIR
	CHECK DATE: 08/03/2021								
118694		07/08/2021	080321	338900	539.12	08/08/2021	INV	PD	#312 FIRE ANODE RODS
	CHECK DATE: 08/03/2021								
118696		07/08/2021	080321	338900	769.25	08/08/2021	INV	PD	#327 PUMP TEST AND REPAIR
	CHECK DATE: 08/03/2021								
119231		07/12/2021	080321	338900	539.38	08/12/2021	INV	PD	#328 TANK TO PUMP LIGHT S
	CHECK DATE: 08/03/2021								
					3,479.31				
102657	ENERGY MANAGEMENT SOLUTIONS INC								
10231		07/01/2021	080321	338901	7,148.29	08/05/2021	INV	PD	JUL 2021 RETAINER FEE
	CHECK DATE: 08/03/2021								
105728	FIDELITY SECURITY LIFE INSURANCE COMPANY								
164897155		07/24/2021	080321	338902	707.52	08/24/2021	INV	PD	AUG EMP INS PREM-VISION
	CHECK DATE: 08/03/2021								
100643	FASTENAL COMPANY								
MNT10102126		07/14/2021	080321	338903	68.88	08/14/2021	INV	PD	SCREWS TO REPAIR BOARDS O
	CHECK DATE: 08/03/2021								
100653	FERGUSON ENTERPRISES INC								
8594274		07/09/2021	080321	338904	55.51	08/09/2021	INV	PD	TOILET PARTS FOR STOCK
	CHECK DATE: 08/03/2021								
100673	FLEETPRIDE INC								



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 9
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
76406917 CHECK DATE: 08/03/2021		06/22/2021	080321	338905	446.66	07/22/2021	INV	PD	#312 STOCK BRAKE PARTS
77571937 CHECK DATE: 08/03/2021		07/12/2021	080321	338905	129.97	08/12/2021	INV	PD	#327 AUTO AIR EJECT
					576.63				
100672 BDG INC									
26392 CHECK DATE: 08/03/2021		07/09/2021	080321	338906	401.75	08/08/2021	INV	PD	#92 STORM SUCTION HOSE
109982 FLORES, ABEL									
35006 CHECK DATE: 08/03/2021		07/14/2021	080321	338907	152.73	08/14/2021	INV	PD	METER DEPOSIT REFUND-225
100680 FORCE AMERICA INC									
001-1557018 CHECK DATE: 08/03/2021		07/15/2021	080321	338908	347.08	08/15/2021	INV	PD	PORTABLE HYD WATER PUMP P
109999 FORNSHELL, DIANA									
2011136.002 CHECK DATE: 08/03/2021		07/19/2021	080321	338909	65.46	08/19/2021	INV	PD	REFUND ACCOUNT BALANCE PAYEE: FORNSHELL, DIANA
100693 FS3 INC									
73437 CHECK DATE: 08/03/2021	210094	07/21/2021	080321	338910	545.66	08/20/2021	INV	PD	30 CONDUIT COUPLER SHUR-L
100707 GEAR FOR SPORTS									
41839558 CHECK DATE: 08/03/2021		07/12/2021	080321	338911	1,339.07	08/12/2021	INV	PD	RESALE
109121 GARY FISCHLER AND ASSOCIATES									
3604090 CHECK DATE: 08/03/2021		07/02/2021	080321	338912	650.00	08/02/2021	INV	PD	FF PRE-EMPLOYMENT EVAL
3618189 CHECK DATE: 08/03/2021		07/13/2021	080321	338912	650.00	08/13/2021	INV	PD	Pre-Employment Eval - Ada
					1,300.00				
109993 GLASSPOOLE, RYAN									



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 10
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
240008550-2021 CHECK DATE: 08/03/2021		06/25/2021	080321	338913	2,500.00	08/13/2021	INV	PD	JUN REBATE-SOLAR PANEL
109988 GOERTZEN, TYLER									
35667 CHECK DATE: 08/03/2021		07/14/2021	080321	338914	40.69	08/14/2021	INV	PD	METER DEPOSIT REFUND-3000
109980 GORDON, TIANNA									
34994 CHECK DATE: 08/03/2021		07/14/2021	080321	338915	17.28	08/14/2021	INV	PD	METER DEPOSIT REFUND-3000
100753 GPS INDUSTRIES LLC									
LEASE0023760 CHECK DATE: 08/03/2021		08/01/2021	080321	338916	5,120.00	08/31/2021	INV	PD	GPS RENTAL
110002 GULDEN, JOHN									
91606 CHECK DATE: 08/03/2021		07/19/2021	080321	338917	19.00	08/19/2021	INV	PD	CLASS A LICENSE REIMBURSE
109975 HAARSTAD, BEN									
33041 CHECK DATE: 08/03/2021		07/14/2021	080321	338918	117.86	08/14/2021	INV	PD	METER DEPOSIT REFUND-2449
100785 HACH COMPANY									
12538396 CHECK DATE: 08/03/2021		07/08/2021	080321	338919	1,169.43	08/08/2021	INV	PD	WTP CHEMICALS
100810 HAWKINS INC									
4984347 CHECK DATE: 08/03/2021		07/15/2021	080321	338920	4,114.09	08/29/2021	INV	PD	WTP CHEMICALS
100821 HEALTHPARTNERS INC									
106085410 CHECK DATE: 07/22/2021		07/08/2021	072221	338840	6,484.65	08/01/2021	INV	PD	AUG EMP INS PREM-DENTAL
107645 HENNING PROFESSIONAL SERVICES INC									



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 11
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111-5		07/06/2021	080321	338921	3,113.40	08/07/2021	INV	PD	6TH ST BRIDGE-2021 DT REC
CHECK DATE: 08/03/2021									
105857 HIGHLAND SHORES APARTMENTS									
550003001-2021		06/25/2021	080321	338922	500.00	08/13/2021	INV	PD	JUN REBATE-BUSINESS LIGHT
CHECK DATE: 08/03/2021									
108820 HM CRAGG CO									
0251219-IN		07/13/2021	080321	338923	358.50	08/12/2021	INV	PD	MSB GENERATOR REPAIR
CHECK DATE: 08/03/2021									
100859 HOISINGTON KOEGLER GROUP INC									
020-058-6		07/11/2021	080321	338924	3,742.50	08/11/2021	INV	PD	2021 DT STS-5TH & WALNUT
CHECK DATE: 08/03/2021									
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP									
2021/0716-ICMA		07/16/2021	072221	338841	5,281.82	07/16/2021	INV	PD	071621 Payroll 457 & Roth
CHECK DATE: 07/22/2021									
104751 IMPACT MAILING OF MINNESOTA INC									
153449		06/24/2021	080321	338925	9,060.61	08/16/2021	INV	PD	Jun Bills
CHECK DATE: 08/03/2021									
153453		06/24/2021	080321	338925	1,098.13	08/16/2021	INV	PD	Jun Reminder Notices
CHECK DATE: 08/03/2021									
153455		06/24/2021	080321	338925	282.08	08/16/2021	INV	PD	Jun Final Bills
CHECK DATE: 08/03/2021									
153636		07/07/2021	080321	338925	560.99	08/16/2021	INV	PD	Jun Disconnect Notices
CHECK DATE: 08/03/2021									
					11,001.81				
108948 AUDRANN INC									
1323079		07/16/2021	080321	338926	273.85	08/30/2021	INV	PD	HVAC REPAIR PARTS FOR STO
CHECK DATE: 08/03/2021									
109727 JOSEPH ELLIOTT USA LLC									
10682		07/14/2021	080321	338927	371.05	08/13/2021	INV	PD	RESALE
CHECK DATE: 08/03/2021									



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 12
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100977 KARIAN/PETERSON POWERLINE CONTRACTING									
2173		07/13/2021	080321	338928	18,630.00	08/01/2021	INV	PD	WO#903 POLE RE-ALIGNMENT
CHECK DATE: 08/03/2021									
102949 KENNEDY AND GRAVEN CHARTERED									
CH145-00021 JUN		06/30/2021	080321	338929	1,050.00	08/19/2021	INV	PD	COMCAST FRANCHISE RENEWAL
CHECK DATE: 08/03/2021									
107614 KIESLER POLICE SUPPLY INC									
IN169305		06/24/2021	080321	338930	19,874.52	08/02/2021	INV	PD	FF BALLISTIC VESTS/HELMET
CHECK DATE: 08/03/2021									
101018 KRISS PREMIUM PRODUCTS INC									
172971		07/20/2021	080321	338931	989.50	08/20/2021	INV	PD	Condensing Tower Treatmen
CHECK DATE: 08/03/2021									
103247 RACHAEL KROOG									
07/2021-01		07/22/2021	080321	338932	280.00	08/22/2021	INV	PD	Pickleball Clinic - Instr
CHECK DATE: 08/03/2021									
110003 RIDGEBROOK INVESTMENTS LLLP									
173200120/173200100		07/26/2021	080321	338933	3,225.12	08/26/2021	INV	PD	RFD OVERPAYMENTS
CHECK DATE: 08/03/2021									
101071 LENZEN CHEVROLET BUICK INC									
83353		07/16/2021	080321	338934	82.01	08/16/2021	INV	PD	#90 WIRE HARNESS (DRIVERS
CHECK DATE: 08/03/2021									
83373		07/20/2021	080321	338934	70.84	08/20/2021	INV	PD	#60 STREET DOOR LATCH
CHECK DATE: 08/03/2021									
					152.85				
109995 WAYNE D LIEBHARD									
91560		07/26/2021	080321	338935	169.00	07/26/2021	INV	PD	Band for AOA Picnic 8/5/2
CHECK DATE: 08/03/2021									
105139 LUBE TECH AND PARTNERS LLC									



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 13
apinv1st

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2658188		07/08/2021	080321	338936	1,845.78	08/07/2021	INV	PD	FUELS AND LUBES (SHOP STO
CHECK DATE: 08/03/2021									
105710 MACQUEEN EMERGENCY GROUP									
P05412		07/12/2021	080321	338937	63.55	08/12/2021	INV	PD	E11 BACK LIGHT
CHECK DATE: 08/03/2021									
W03600		07/13/2021	080321	338937	98.43	08/13/2021	INV	PD	FD LADDER REPAIR
CHECK DATE: 08/03/2021									
					161.98				
101124 MACQUEEN EQUIPMENT									
P35963		07/08/2021	080321	338938	276.79	08/08/2021	INV	PD	#142 STREET SWEEPER PARTS
CHECK DATE: 08/03/2021									
103449 MADDEN GALANTER HANSEN LLP									
91485		07/20/2021	080321	338939	1,800.00	08/20/2021	INV	PD	JUN LEGAL
CHECK DATE: 08/03/2021									
109990 MADISON, PETER									
35891		07/14/2021	080321	338940	63.48	08/14/2021	INV	PD	METER DEPOSIT REFUND-110
CHECK DATE: 08/03/2021									
103176 MANSFIELD OIL COMPANY									
22499175		07/23/2021	080321	338941	11,033.60	08/22/2021	INV	PD	UNLEADED FUEL
CHECK DATE: 08/03/2021									
22499176		07/23/2021	080321	338941	8,279.40	08/22/2021	INV	PD	DYED DIESEL
CHECK DATE: 08/03/2021									
					19,313.00				
101168 MELCHERT HUBERT SJODIN PLLP									
157443		07/21/2021	080321	338942	2,283.40	08/21/2021	INV	PD	GENERAL FUND
CHECK DATE: 08/03/2021									
157445		07/20/2021	080321	338942	148.80	07/26/2021	INV	PD	Crooked Pint, LLC Lease
CHECK DATE: 08/03/2021									
157446		07/20/2021	080321	338942	333.20	08/20/2021	INV	PD	CABLE FRANCHISE ORDINANCE
CHECK DATE: 08/03/2021									
157447		07/20/2021	080321	338942	8,584.80	08/20/2021	INV	PD	ASSESSMENT AGREEMENT CLOV
CHECK DATE: 08/03/2021									



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 14
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
157468 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	216.00	08/20/2021	INV	PD	COUNCIL MTGS 6/7, 6/21
157469 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	333.20	08/20/2021	INV	PD	ELECTRIC DEPT-METRONET
157470 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	205.80	08/20/2021	INV	PD	ELECTRIC FRANCHISE ORDINA
157471 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	731.30	08/20/2021	INV	PD	NE COLLECTOR ASSESSMENT
157472 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	1,009.40	08/20/2021	INV	PD	CSAH 44 & HWY 212 PARCEL
157473 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	1,381.80	08/20/2021	INV	PD	FRANCHISE ORDINANCES 2018
157474 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	225.40	08/20/2021	INV	PD	ELECTRICAL EASEMENTS
157475 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	39.20	08/20/2021	INV	PD	POPPLER/SCHALOW PROPERTY
157476 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	1,234.80	08/20/2021	INV	PD	SALE OF PROPERTY TO TRADI
157477 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	39.20	08/20/2021	INV	PD	MRS BREAKER LEASE
157478 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	103.00	08/20/2021	INV	PD	DOWNTOWN REDEVELOPMENT
157480 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	41.20	08/20/2021	INV	PD	BAVARIA DOWNS (ASSESSMENT
157481 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	2,322.60	08/20/2021	INV	PD	HAZELTINE SHORES-PAR 30
157482 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	49.60	08/20/2021	INV	PD	DEL WEBB-HAMMERS PROPERTY
157483 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	3,372.80	08/20/2021	INV	PD	HWY 41 DT REDEVELOPMENT
157484 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	1,479.80	08/20/2021	INV	PD	401 PINE ST ACQUISITION
157485 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	39.20	08/20/2021	INV	PD	DANIEL KRUSE CONST EASEME
157486 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	852.60	08/20/2021	INV	PD	2021 MISC LEGAL



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 15
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
157487 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	58.80	08/20/2021	INV	PD	ERNST HOUSE
157488 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	58.80	08/20/2021	INV	PD	WAGNER WOODS
157489 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	49.00	08/20/2021	INV	PD	SUBDIVISION ORDINANCE AME
157490 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	2,021.20	08/20/2021	INV	PD	EXT OF SAVANNA WAY, HOLAS
157491 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	862.40	08/20/2021	INV	PD	525 CREEKRIDGE DR/TOTAL L
157492 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	992.00	08/20/2021	INV	PD	HOLASEK SITE ASSESSMENT A
157493 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	1,029.20	08/20/2021	INV	PD	HAASKEN SITE ASSESSMENT A
157494 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	9,386.80	08/20/2021	INV	PD	OPPIDAN/CHASKA CREEK CTR
157495 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	3,050.40	08/20/2021	INV	PD	CLUB WEST PARTNERS LLC CO
157496 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	431.20	08/20/2021	INV	PD	NORTHWEST COLLECTOR-EXT O
157497 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	1,677.20	08/20/2021	INV	PD	HARVEST WEST 3RD ADDITION
157498 CHECK DATE: 08/03/2021		07/20/2021	080321	338942	1,277.20	08/20/2021	INV	PD	UNITED PROPERTIES/COSTCO/
101187 METRO SALES INC					45,921.30				
INV1850783 CHECK DATE: 08/03/2021		07/12/2021	080321	338943	771.81	08/11/2021	INV	PD	C6000 Color-Qtrly
INV1854842 CHECK DATE: 08/03/2021		07/19/2021	080321	338943	136.00	08/18/2021	INV	PD	Ricoh/MP C3003 color
101196 MID COUNTY COOP #122622					907.81				
52345 CHECK DATE: 08/03/2021		07/14/2021	080321	338944	798.21	08/14/2021	INV	PD	255 GLS GAS-TC
52346 CHECK DATE: 08/03/2021		07/14/2021	080321	338944	572.50	08/14/2021	INV	PD	198 GLS DIESEL-TC



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 16
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101217 MINNESOTA CHILD SUPPORT PMT CTR					1,370.71				
PRO71621001510208001		07/16/2021	072021-2	338830	184.58	07/16/2021	INV	PD	071621 Payroll Child Supp
CHECK DATE: 07/20/2021									
101229 MINNESOTA DEPT OF EMPLOYMENT									
18	210001	08/01/2021	080321	338945	2,433.64	08/15/2021	INV	PD	FORMACOAT LLC LOAN REPAYM
CHECK DATE: 08/03/2021									
101337 MINNESOTA DEPARTMENT OF HEALTH									
1100002 2nd QTR 2021		05/13/2021	072221	338843	17,554.00	07/31/2021	INV	PD	Water Supply Svc Connecti
CHECK DATE: 07/22/2021									
90620		06/25/2021	072221	338842	23.00	07/30/2021	INV	PD	S. MUNKELWITZ WATER SUPPL
CHECK DATE: 07/22/2021									
101246 MINNESOTA MOTOR VEHICLE DEPT					17,577.00				
91477		07/20/2021	072221	338844	20.75	07/20/2021	INV	PD	Forfeiture 20008545 Title
CHECK DATE: 07/22/2021									
91478		07/20/2021	072221	338844	20.75	07/20/2021	INV	PD	Forfeiture 20011240 Title
CHECK DATE: 07/22/2021									
101265 MINNESOTA ROADWAYS CO					41.50				
84956		07/13/2021	080321	338946	2,201.50	08/13/2021	INV	PD	TACK FOR PAVING PROJECTS
CHECK DATE: 08/03/2021									
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE									
107051510/JUL21		07/21/2021	072921	338851	32.75	08/16/2021	INV	PD	JUL 82ND ST & HWY 41 SIGN
CHECK DATE: 07/29/2021									
778320601/JUL21		07/21/2021	072921	338851	101.36	08/16/2021	INV	PD	JUL CHEVALLE LIFT STATION
CHECK DATE: 07/29/2021									
780272000/JUL21		07/21/2021	072921	338851	10.97	08/16/2021	INV	PD	JUL CHEVALLE IRRIGATION B
CHECK DATE: 07/29/2021									
781385500/JUN21		07/07/2021	072221	338845	10.37	08/02/2021	INV	PD	JUN 4463 CTY RD 44
CHECK DATE: 07/22/2021									



07/29/2021 11:31
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 17
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101134 MALLOY MONTAGUE KARNOWSKI RADOSEVICH & CO PA					155.45				
50761		07/15/2021	080321	338947	6,890.00	08/15/2021	INV	PD	2020 AUDIT FINAL BILLING/
CHECK DATE: 08/03/2021									
50767		07/15/2021	080321	338947	5,970.00	08/15/2021	INV	PD	2020 CFDR A AUDIT
CHECK DATE: 08/03/2021									
					12,860.00				
103236 MRA-THE MANAGEMENT ASSOCIATION									
00389998		07/07/2021	080321	338948	568.75	08/06/2021	INV	PD	JUN COMPENSATION SERVICES
CHECK DATE: 08/03/2021									
101355 MTI DISTRIBUTING INC #400012									
1304017-20		07/19/2021	080321	338949	300.60	08/19/2021	INV	PD	PAR 30 IRRIGATION SUPPLIE
CHECK DATE: 08/03/2021									
1313373-00		07/16/2021	080321	338949	618.95	08/16/2021	INV	PD	PAR 30 IRRIGATION SUPPLIE
CHECK DATE: 08/03/2021									
1313513-00		07/22/2021	080321	338949	18.34	08/22/2021	INV	PD	PAR 30 IRRIGATION SUPPLIE
CHECK DATE: 08/03/2021									
1313513-01		07/16/2021	080321	338949	193.54	08/16/2021	INV	PD	PAR 30 IRRIGATION SUPPLIE
CHECK DATE: 08/03/2021									
					1,131.43				
101354 MTI DISTRIBUTING INC #700767									
1302789-00		07/20/2021	080321	338950	203.23	08/20/2021	INV	PD	HOUSING-BEARING
CHECK DATE: 08/03/2021									
1312926-01		07/13/2021	080321	338950	46.75	08/13/2021	INV	PD	SWITCH
CHECK DATE: 08/03/2021									
1315083-00		07/22/2021	080321	338950	161.85	08/22/2021	INV	PD	SIDEWINDER STEERING WHEEL
CHECK DATE: 08/03/2021									
					411.83				
109998 PAUL MUSIKOV									
91554		07/26/2021	080321	338951	169.00	07/26/2021	INV	PD	Band for AOA Picnic 8/5/2
CHECK DATE: 08/03/2021									
101365 STAR GROUP LLC									



07/29/2021 11:31
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 18
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4472/JUN2021 CHECK DATE: 07/20/2021		06/30/2021	072021-2	338831	3,467.96	07/10/2021	INV	PD	JUN PARTS & SUPPLIES
101253 BUSINESS PLANNING CONCEPTS INC									
383600082021 CHECK DATE: 08/03/2021		07/13/2021	080321	338952	128.00	08/10/2021	INV	PD	AUG PERA LIFE PREMIUMS
105875 NETWORKFLEET INC									
OSV000002493258 CHECK DATE: 07/20/2021		07/01/2021	072021-2	338832	259.04	08/01/2021	INV	PD	Data Processing - GPS
101437 NUSS EQUIPMENT GROUP LLC									
4675344P CHECK DATE: 08/03/2021		07/19/2021	080321	338953	243.32	08/19/2021	INV	PD	#110 REAR BRAKE PARTS
101445 OFFICE DEPOT									
180800604001-1 CHECK DATE: 08/03/2021		07/15/2021	080321	338954	32.99	08/14/2021	INV	PD	Stapler for Ann Larsen
180800604001-2 CHECK DATE: 08/03/2021		07/15/2021	080321	338954	5.99	08/14/2021	INV	PD	Staples for the workroom
181464499001 CHECK DATE: 08/03/2021		07/14/2021	080321	338954	9.99	08/14/2021	INV	PD	Stamp for Ann Larsen
181472344001-1 CHECK DATE: 08/03/2021		07/14/2021	080321	338954	6.78	08/14/2021	INV	PD	Stamp for Ann Larsen
181472344001-2 CHECK DATE: 08/03/2021		07/14/2021	080321	338954	39.93	08/14/2021	INV	PD	Pens and correction tape
183315521001-1 CHECK DATE: 08/03/2021		07/14/2021	080321	338954	74.88	08/14/2021	INV	PD	Copy paper for workroom
183315521001-2 CHECK DATE: 08/03/2021		07/14/2021	080321	338954	76.44	08/14/2021	INV	PD	Easel pads and laminating
183316052001 CHECK DATE: 08/03/2021		07/14/2021	080321	338954	14.99	08/14/2021	INV	PD	Head phone rest for Joyce
					261.99				
107851 OLDCASTLE INFRASTRUCTURE INC									
120047851 CHECK DATE: 08/03/2021		07/20/2021	080321	338955	1,184.18	08/20/2021	INV	PD	N/S TRNSFRM CONCRTE PAD W



07/29/2021 11:31
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City of Chaska
VENDOR INVOICE LIST

P 19
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101465	ON SITE SANITATION INC								
0001161417	CHECK DATE: 08/03/2021	07/15/2021	080321	338956	344.00	08/14/2021	INV	PD	3210 CHASKA BLVD - SPECIA
0001161466	CHECK DATE: 08/03/2021	07/20/2021	080321	338956	292.00	08/19/2021	INV	PD	POLICE COMMUNITY PICNIC
					636.00				
104668	OPTUM BANK INC								
9414190	CHECK DATE: 08/03/2021	07/15/2021	080321	338957	650.00	08/14/2021	INV	PD	2ND QTR HSA FEES
109996	TERRY L PARTINGTON								
91565	CHECK DATE: 08/03/2021	07/26/2021	080321	338958	169.00	07/26/2021	INV	PD	Band for AOA Picnic 8/5/2
101510	PERFORMANCE PLUS LLC								
122201	CHECK DATE: 08/03/2021	07/08/2021	080321	338959	609.00	08/08/2021	INV	PD	FF PRE-EMPLOYMENT MEDICAL
101512	PESHECK, CHRIS								
91383	CHECK DATE: 08/03/2021	05/18/2021	080321	338960	6.44	08/14/2021	INV	PD	NAME TAG PER CONTRACT
109987	PETERSON, KRISTA								
35574	CHECK DATE: 08/03/2021	07/14/2021	080321	338961	67.16	08/14/2021	INV	PD	METER DEPOSIT REFUND-325
101530	PING INC								
15848313	CHECK DATE: 08/03/2021	07/09/2021	080321	338962	156.15	09/08/2021	INV	PD	RESALE
107739	PLEHAL BLACKTOPPING LLC								
34768	CHECK DATE: 08/03/2021	07/08/2021	080321	338963	1,250.00	08/08/2021	INV	PD	CURB REPLACEMENT 1695 WHI
101571	PREMIUM WATERS INC								



07/29/2021 11:31
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 20
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
417080-06-21 CHECK DATE: 07/20/2021		06/30/2021	072021-2	338833	98.39	07/31/2021	INV	PD	WATER TC CLUBHOUSE
101591 PUMP AND METER SERVICE INC									
512909 CHECK DATE: 08/03/2021		06/30/2021	080321	338964	122.00	07/30/2021	INV	PD	YARD GAS PUMP SERVICE
103055 QUALITY PROPANE INC									
218283 CHECK DATE: 08/03/2021		07/06/2021	080321	338965	56.70	08/05/2021	INV	PD	LP Gas for Zamboni
218445 CHECK DATE: 08/03/2021		07/19/2021	080321	338965	93.15	08/18/2021	INV	PD	LP Gas for Zamboni
					149.85				
107855 STAPLES INC									
18177531 CHECK DATE: 08/03/2021		07/20/2021	080321	338966	55.34	08/19/2021	INV	PD	Tab Dividers and 3 Ring B
18239172-1 CHECK DATE: 08/03/2021		07/22/2021	080321	338966	7.29	08/21/2021	INV	PD	Super glue for the workro
18239172-2 CHECK DATE: 08/03/2021		07/22/2021	080321	338966	28.98	08/21/2021	INV	PD	Mini sheets of labels for
					91.61				
101684 R & R SPECIALTIES OF WISCONSIN INC									
0073144-IN CHECK DATE: 08/03/2021		07/22/2021	080321	338967	220.00	08/22/2021	INV	PD	Zamboni Blade Sharpening
101616 RDO EQUIPMENT COMPANY									
P7821670 CHECK DATE: 08/03/2021		07/09/2021	080321	338968	693.71	08/09/2021	INV	PD	#715 TRENCHER CHAIN AUGER
P7831770 CHECK DATE: 08/03/2021		07/13/2021	080321	338968	80.57	08/13/2021	INV	PD	#715 TRENCHER PARTS
P7839570 CHECK DATE: 08/03/2021		07/14/2021	080321	338968	324.93	08/14/2021	INV	PD	#715 TRENCHER PARTS
					1,099.21				
101631 REINDERS INC									
3078385-01		07/06/2021	080321	338969	862.40	08/05/2021	INV	PD	LIQUID FERTILIZER FOR ATH



07/29/2021 11:31
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 21
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/03/2021									
3173169-00		07/08/2021	080321	338969	1,073.03	08/07/2021	INV	PD	WETTING AGENT
CHECK DATE: 08/03/2021									
109977 RHAMES, ROBERT					1,935.43				
34238		07/14/2021	080321	338970	45.11	08/14/2021	INV	PD	METER DEPOSIT REFUND-605
CHECK DATE: 08/03/2021									
101652 RIES HEATING & A/C INC									
20501		07/02/2021	080321	338971	339.00	08/02/2021	INV	PD	FD A/C SVC
CHECK DATE: 08/03/2021									
107697 RIVERS EDGE CONCRETE LLC									
C2370291		07/02/2021	080321	338972	738.75	08/02/2021	INV	PD	RAVOUX RD CURB REPAIRS
CHECK DATE: 08/03/2021									
C2371544		07/07/2021	080321	338972	780.00	08/07/2021	INV	PD	CURB POUR/REPAIRS RAVOUX
CHECK DATE: 08/03/2021									
101668 ROBBS ELECTRIC INC					1,518.75				
39734		07/20/2021	080321	338973	165.30	08/20/2021	INV	PD	CRIMPS FOR ARRESTER LEADS
CHECK DATE: 08/03/2021									
109989 SAHLSTROM, ANNA									
35730		07/14/2021	080321	338974	14.79	08/14/2021	INV	PD	METER DEPOSIT REFUND-1105
CHECK DATE: 08/03/2021									
101716 SB CHASKA PARTNERS LLC									
33		07/02/2021	080321	338975	90,646.84	08/19/2021	INV	PD	PAYGO NOTE PMT-CHASKA PLA
CHECK DATE: 08/03/2021									
101738 SCHILLING SUPPLY COMPANY									
833578-00		07/19/2021	080321	338976	1,087.00	08/19/2021	INV	PD	Cleaning Supplies-CCC
CHECK DATE: 08/03/2021									
101760 SENTRY SYSTEMS INC									



07/29/2021 11:31
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 22
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
768868		08/01/2021	080321	338977	267.62 08/11/2021	INV	PD	QRTLY CLUBHOUSE MONITORIN
CHECK DATE: 08/03/2021								
103545 SEWER SERVICES INC								
17556		07/13/2021	080321	338978	429.45 08/13/2021	INV	PD	1 LOAD PUMPED
CHECK DATE: 08/03/2021								
104416 KELBRO COMPANY								
2649782		07/15/2021	080321	338979	260.35 08/15/2021	INV	PD	OAK 19 ICE MACHINE RENTAL
CHECK DATE: 08/03/2021								
101773 SHARROW LIFTING PRODUCTS								
147193		07/12/2021	080321	338980	82.82 08/11/2021	INV	PD	#94 CRANE CABLE
CHECK DATE: 08/03/2021								
101775 THE SHERWIN-WILLIAMS COMPANY-CHANHASSEN								
6125-7		07/02/2021	080321	338981	42.71 08/20/2021	INV	PD	GREEN PAINT - IRRIGATION
CHECK DATE: 08/03/2021								
6385-7		07/09/2021	080321	338981	94.81 08/20/2021	INV	PD	HUNDERTMARK TOWER
CHECK DATE: 08/03/2021								
					137.52			
105388 SHRED-IT US HOLDCO INC								
8182401054		07/15/2021	080321	338982	103.06 08/14/2021	INV	PD	Shredding-PD
CHECK DATE: 08/03/2021								
109983 SHRESHA, SUSMITA								
35037		07/14/2021	080321	338983	25.82 08/14/2021	INV	PD	METER DEPOSIT REFUND-914
CHECK DATE: 08/03/2021								
104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC								
111008652-001		07/12/2021	080321	338984	457.30 08/15/2021	INV	PD	#264 SPRAYER PUMPS
CHECK DATE: 08/03/2021								
111135789-001		07/14/2021	080321	338984	944.47 08/15/2021	INV	PD	IRRIGATION PARTS/SUPPLIES
CHECK DATE: 08/03/2021								
					1,401.77			
107195 SOCIAL INDOOR LLC								



07/29/2021 11:31
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 23
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4585		07/14/2021	080321	338985	1,000.00	08/13/2021	INV	PD	TC ADVERTISING-JUL
CHECK DATE: 08/03/2021									
101828 SOUTHWEST NEWS MEDIA									
2136547		06/05/2021	072021-2	338834	219.00	07/25/2021	INV	PD	AD FOR IT TECHNICIAN
CHECK DATE: 07/20/2021									
2138013		06/26/2021	072021-2	338834	73.00	07/25/2021	INV	PD	AD FOR FACILITY ATTENDANT
CHECK DATE: 07/20/2021									
					292.00				
101847 SRF CONSULTING GROUP INC									
12504.00-26		06/30/2021	080321	338986	10,693.26	08/09/2021	INV	PD	TH 212 INTERCHANGE & CSAH
CHECK DATE: 08/03/2021									
101857 ST ANDREWS PRODUCT COMPANY									
169-3454		07/14/2021	080321	338987	236.91	08/14/2021	INV	PD	PENCILS
CHECK DATE: 08/03/2021									
101850 STANTEC CONSULTING SERVICES INC									
1807657		07/08/2021	080321	338988	11,988.63	08/08/2021	INV	PD	MAY-GENERAL ENGINEERING
CHECK DATE: 08/03/2021									
1807658		07/08/2021	080321	338988	627.75	08/08/2021	INV	PD	MAY-ENG DEPT ASSISTANCE
CHECK DATE: 08/03/2021									
1807659		07/08/2021	080321	338988	846.00	08/08/2021	INV	PD	MAY-MN RIVER FLOODPLAIN M
CHECK DATE: 08/03/2021									
1807660		07/08/2021	080321	338988	7,458.50	08/08/2021	INV	PD	MAY-RECORD PLAN/BASE MAP
CHECK DATE: 08/03/2021									
1807661		07/08/2021	080321	338988	3,582.67	08/08/2021	INV	PD	MAY-MCKNIGHT WETLAND BANK
CHECK DATE: 08/03/2021									
1807662		07/08/2021	080321	338988	7,594.50	08/08/2021	INV	PD	MAY-CREEK RD TRUNK SEWER
CHECK DATE: 08/03/2021									
1807664		07/08/2021	080321	338988	24,426.86	08/08/2021	INV	PD	MAY-LAKE GRACE TRAIL PHAS
CHECK DATE: 08/03/2021									
1807665		07/08/2021	080321	338988	5,191.07	08/08/2021	INV	PD	MAY-E 6TH ST L4965 REPLAC
CHECK DATE: 08/03/2021									
1807666		07/08/2021	080321	338988	1,824.02	08/08/2021	INV	PD	MAY-2020 DT RECONSTRUCTIO
CHECK DATE: 08/03/2021									



07/29/2021 11:31
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 24
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1807667 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	34,301.32	08/08/2021	INV	PD	MAY-PAR 30 GOLF COURSE
1807668 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	524.00	08/08/2021	INV	PD	MAY-DRAINAGE IMPROVEMENTS
1807670 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	2,003.00	08/08/2021	INV	PD	MAY- BRIDGE SAFETY INSPEC
1807671 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	93,574.10	08/08/2021	INV	PD	MAY-2021 DT RECONSTRUCTIO
1807672 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	330.00	08/08/2021	INV	PD	MAY-WELL NOS 6 & 8 REHABI
1807674 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	358.00	08/08/2021	INV	PD	MAY-OPPIDAN SITE TRUNK SA
1807675 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	2,702.00	08/08/2021	INV	PD	MAY-CREEK RD INDUSTRIAL S
1807676 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	16,020.00	08/08/2021	INV	PD	MAY-CLOVER RIDGE DR/FREY
1807677 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	898.68	08/08/2021	INV	PD	MAY-SEMINARY FEN C2 RAVIN
1807679 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	3,172.25	08/08/2021	INV	PD	MAY-HARVEST NORTH STORMWA
1807680 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	3,653.75	08/08/2021	INV	PD	MAY-CHASKA CREEK INDUSTRI
1807681 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	2,543.75	08/08/2021	INV	PD	MAY-CHASKA BLUFFS STORMWA
1808573 CHECK DATE: 08/03/2021		07/08/2021	080321	338988	3,245.00	08/08/2021	INV	PD	MAY-NE COLLECTOR IN SW AR
					226,865.85				
109985 STROBEL, CALLY									
35100 CHECK DATE: 08/03/2021		07/14/2021	080321	338989	44.75	08/14/2021	INV	PD	METER DEPOSIT REFUND-3000
101892 STUART C IRBY CO									
S012386165.002 CHECK DATE: 08/03/2021	210097	07/14/2021	080321	338990	7,068.00	08/13/2021	INV	PD	COND UD ALUM 4/0 2/0 4/0
S012499553.001 CHECK DATE: 08/03/2021	210091	07/01/2021	080321	338990	23,812.60	07/31/2021	INV	PD	COND UD ALUM 1/0 SOL 220M



07/29/2021 11:31
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 25
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
S012502109.001 CHECK DATE: 08/03/2021	210092	07/01/2021	080321	338990	23,873.92	07/31/2021	INV	PD	COND UD ALUM 1/0 SOL 220
S012502125.001 CHECK DATE: 08/03/2021	210090	07/01/2021	080321	338990	23,812.60	07/31/2021	INV	PD	COND UD ALUM 1/0 SOL 220
S012502137.001 CHECK DATE: 08/03/2021	210093	07/01/2021	080321	338990	9,383.48	07/31/2021	INV	PD	COND UD ALUM 1/0 SOL M SG
S012511190.003 CHECK DATE: 08/03/2021	210096	07/14/2021	080321	338990	18,990.00	08/13/2021	INV	PD	SW CAB PME9 600AMP 3PHS #
S012532597.001 CHECK DATE: 08/03/2021	210095	07/14/2021	080321	338990	18,990.00	08/13/2021	INV	PD	SW CAB S&C PME9 600AMP 3P
106627 DIGITAL GOLF TECHNOLOGIES INC					125,930.60				
8819 CHECK DATE: 08/03/2021		06/30/2021	080321	338991	1,004.50	07/30/2021	INV	PD	HOLE IN ONE CONTEST
101932 TAYLOR MADE GOLF CO INC									
35203333 CHECK DATE: 08/03/2021		07/15/2021	080321	338992	211.31	09/13/2021	INV	PD	RESALE
35204630 CHECK DATE: 08/03/2021		07/16/2021	080321	338992	133.68	09/14/2021	INV	PD	RESALE
108026 THOMSEN SYSTEMS INC					344.99				
4202 CHECK DATE: 08/03/2021		07/19/2021	080321	338993	720.00	08/19/2021	INV	PD	STEM Tech Camp-Jr Engineer
109940 THE HUNTINGTON NATIONAL BANK									
7164294 CHECK DATE: 07/20/2021		07/12/2021	072021-2	338835	284.93	08/03/2021	INV	PD	FD EQUIP LEASE PYMT 26
101950 THE TESSMAN COMPANY									
S340747-IN CHECK DATE: 08/03/2021		07/19/2021	080321	338994	320.66	08/19/2021	INV	PD	WETTING AGENT TABLETS
101964 PMT EMBROIDERY LLC									
18508		03/29/2021	080321	338995	112.00	08/19/2021	INV	PD	BLDG INSPECTOR JACKET



07/29/2021 11:31
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 26
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/03/2021									
18694		07/16/2021	080321	338995	18.00	08/16/2021	INV	PD	HRC Member T-Shirt-Martin
CHECK DATE: 08/03/2021									
18695		07/16/2021	080321	338995	88.00	08/16/2021	INV	PD	Shirts for PD Officers Fi
CHECK DATE: 08/03/2021									
					218.00				
109991 TOOHEY, MATTHEW									
365062074-2021		06/24/2021	080321	338996	312.25	08/13/2021	INV	PD	JUN REBATE-ELEC CAR CHARG
CHECK DATE: 08/03/2021									
101995 TRANE									
311880505		07/20/2021	080321	338997	1,993.25	08/20/2021	INV	PD	Arts Addn Chiller Repair
CHECK DATE: 08/03/2021									
102250 TYLER BUSINESS FORMS									
61154		07/15/2021	080321	338998	542.00	08/14/2021	INV	PD	MICR TONER FOR CHECK PRIN
CHECK DATE: 08/03/2021									
102037 ULINE INC									
136585193		07/26/2021	080321	338999	1,084.08	08/26/2021	INV	PD	Desk & Chairs (Kelsi's Of
CHECK DATE: 08/03/2021									
101555 UNITED STATES POSTAL SERVICE									
91894		07/23/2021	080321	339000	1,974.91	08/23/2021	INV	PD	Postage- Postcard Mailing
CHECK DATE: 08/03/2021									
102076 UNITED STATES TREASURY									
720-2020		07/15/2021	072021-2	338836	151.62	08/01/2021	INV	PD	FORM 720-2020 VEBA
CHECK DATE: 07/20/2021									
107745 US BANK NATIONAL ASSOCIATION									
448703371		07/21/2021	072921	338852	439.53	08/15/2021	INV	PD	CCC COLOR COPIER LEASE PY
CHECK DATE: 07/29/2021									
104522 US FOODS INC									
3508010		07/20/2021	080321	339001	83.06	08/20/2021	INV	PD	TOILET TISSUE



07/29/2021 11:31
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 27
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/03/2021									
107687 UNIVERSAL PROTECTION SERVICE LP									
11524109		07/08/2021	080321	339002	165.56	07/30/2021	INV	PD	Event Ctr Security 7/2-7/
CHECK DATE: 08/03/2021									
109994 USI INSURANCE SERVICES LLC									
3782116		07/06/2021	080321	339003	300.00	08/06/2021	INV	PD	HANDBOOK MAINT 8/1/21-8/1
CHECK DATE: 08/03/2021									
102115 VIKING AUTOMATIC SPRINKLER CO									
1025-F169259		07/15/2021	080321	339004	300.00	08/15/2021	INV	PD	MSB SPRINKLER SYS INSPECT
CHECK DATE: 08/03/2021									
1025-F169262		07/15/2021	080321	339004	315.00	08/15/2021	INV	PD	MSB FIRE ALARM INSPECTION
CHECK DATE: 08/03/2021									
1025-F170473		07/27/2021	080321	339004	360.00	08/27/2021	INV	PD	MSB FIRE ALARM ALERT SVC
CHECK DATE: 08/03/2021									
					975.00				
102133 WAGNER PRESS & GRAPHICS									
34342		07/15/2021	080321	339005	32.00	08/04/2021	INV	PD	Business Cards #420
CHECK DATE: 08/03/2021									
34346		07/15/2021	080321	339005	679.00	08/15/2021	INV	PD	Read in/Read Out forms
CHECK DATE: 08/03/2021									
					711.00				
102141 WASTE MANAGEMENT OF MINNESOTA INC									
7521806-1593-8		07/06/2021	072021-2	338837	1,647.28	08/05/2021	INV	PD	JUL CLUBHOUSE TRASH/RECYC
CHECK DATE: 07/20/2021									
7521811-1593-8		07/06/2021	072021-2	338837	342.46	08/05/2021	INV	PD	TOWN COURSE
CHECK DATE: 07/20/2021									
					1,989.74				
102146 WATER SPECIALTY OF MINNESOTA INC									
12436		07/14/2021	080321	339006	1,778.26	08/14/2021	INV	PD	Pool Chemicals
CHECK DATE: 08/03/2021									
102148 WAYNE DAUWALTER PLUMBING									



07/29/2021 11:31
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 28
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6968 CHECK DATE: 08/03/2021		07/07/2021	080321	339007	300.00	08/07/2021	INV	PD	SNAKE DRAIN AT TC 6/29
109986 WILLIS, JERAMY									
35118 CHECK DATE: 08/03/2021		07/14/2021	080321	339008	52.92	08/14/2021	INV	PD	METER DEPOSIT REFUND-3000
109976 WILSON, CASSAUNDRA									
33538 CHECK DATE: 08/03/2021		07/14/2021	080321	339009	12.08	08/14/2021	INV	PD	METER DEPOSIT REFUND-1102
102189 WM MUELLER & SONS									
267529 CHECK DATE: 08/03/2021		07/15/2021	080321	339010	491.05	08/25/2021	INV	PD	BEACH SAND AT FIREMAN'S P
267530 CHECK DATE: 08/03/2021		07/15/2021	080321	339010	542.08	08/25/2021	INV	PD	LIBERTY HEIGHTS VALVE DIG
267918 CHECK DATE: 08/03/2021		07/26/2021	080321	339010	179.22	08/25/2021	INV	PD	POTHOLE PATCHING
					1,212.35				
102206 WOLF MOTOR CO INC									
MDA11244 CHECK DATE: 08/03/2021		07/13/2021	080321	339011	43,181.83	08/13/2021	INV	PD	#206 PARK DUMP TRUCK CHAS
109974 WORTHINGTON ***, VICTORIA									
10011425 CHECK DATE: 08/03/2021		07/14/2021	080321	339012	678.48	08/14/2021	INV	PD	CREDIT BALANCE REFUND-709
102220 XIGENT SOLUTIONS LLC									
81290 CHECK DATE: 08/03/2021		07/20/2021	080321	339013	5,044.00	08/24/2021	INV	PD	LICENSE FOR TREND MICRO
102228 ZEE MEDICAL SERVICE INC									
54129003 CHECK DATE: 08/03/2021		07/27/2021	080321	339014	460.15	08/08/2021	INV	PD	First Aide re-fill-PD
102231 ZIEGLER INC									



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City of Chaska
VENDOR INVOICE LIST

P 29
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
IN000173640 CHECK DATE: 08/03/2021		07/14/2021	080321	339015	152.52 08/14/2021	INV	PD	#141 O-RINGS FOR LOADER T
					152.52			
319 INVOICES					1,185,224.92			

** END OF REPORT - Generated by Michelle Robbin **

Electronic Payments

07/29/2021 11:28 8482mrob		City of Chaska VENDOR INVOICE LIST							P apinvlst		1
INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION		
105243 ALERUS FINANCIAL											
C109026		07/06/2021	072021	2862	109.20	07/20/2021	DIR	PD	JUN 2021 PARTICIPANT FEES		
CHECK DATE:	07/20/2021										
100385 CHASKA FIRE DEPT RELIEF ASSN											
2021 SUPP		07/21/2021	072121	2865	1,000.00	07/21/2021	DIR	PD	REMIT SUPPLEMENTAL BENEFI		
CHECK DATE:	07/21/2021										
2021/06-CFDRA		07/16/2021	071621	2853	33,480.09	07/16/2021	DIR	PD	JUN-21 FIRE RELIEF ASSOC-		
CHECK DATE:	07/16/2021										
					34,480.09						
100522 DEPOSITORY TRUST COMPANY											
2021/08/01 DS-2		07/28/2021	072821	2873	147,126.88	07/28/2021	DIR	PD	DTC-DS PMT DUE 8/1/21-INT		
CHECK DATE:	07/28/2021										
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY											
91335		07/16/2021	072021	2863	9,906.86	07/20/2021	DIR	PD	071621 Payroll - HCSP Con		
CHECK DATE:	07/20/2021										
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY											
91336		07/16/2021	071921	2859	400.00	07/19/2021	DIR	PD	071621 Payroll - MNDGP Co		
CHECK DATE:	07/19/2021										
101756 MII LIFE INCORPORATED											
15761943		07/07/2021	072221	2868	283.50	07/22/2021	DIR	PD	JUL PARTICIPANT FEES-FSA		
CHECK DATE:	07/22/2021										
39888653		07/13/2021	071521	2851	347.98	07/15/2021	DIR	PD	7/15/21 FSA REIMBURSEMENT		
CHECK DATE:	07/15/2021										
39897189		07/20/2021	072221	2867	1,069.67	07/22/2021	DIR	PD	7/22/21 FSA REIMBURSEMENT		
CHECK DATE:	07/22/2021										
					1,701.15						
100927 INTERNAL REVENUE SERVICE											
91329		07/16/2021	071621	2854	140,947.00	07/16/2021	DIR	PD	071621 Payroll - SS, Medi		
CHECK DATE:	07/16/2021										
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES											



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City of Chaska
VENDOR INVOICE LIST

P 2
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
91330 CHECK DATE: 07/19/2021		07/16/2021	071921	2858	27,500.93	07/19/2021	DIR	PD	071621 Payroll - MN State
101249 MINNESOTA MUNICIPAL POWER AGENCY									
3489 CHECK DATE: 07/20/2021		07/02/2021	072021	2861	3,417,482.10	07/20/2021	DIR	PD	JUN 2021 ELECTRIC SERVICE
101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM)									
91331 CHECK DATE: 07/16/2021		07/16/2021	071621	2855	12,213.31	07/16/2021	DIR	PD	071621 Payroll - 457 Cont
106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM)									
91334 CHECK DATE: 07/16/2021		07/16/2021	071621	2857	4,004.15	07/16/2021	DIR	PD	071621 Payroll - Roth Con
107499 OLD NATIONAL BANK									
6314047-JUL21 CHECK DATE: 07/15/2021		07/15/2021	071521	2852	1,400.00	07/15/2021	DIR	PD	JUL EDA PROMISSORY NOTE-P
104668 OPTUM BANK INC									
91333-1 CHECK DATE: 07/20/2021		07/16/2021	072021	2860	16,010.80	07/20/2021	DIR	PD	071621 Payroll - HSA Cont
91333-2 CHECK DATE: 07/21/2021		07/16/2021	072121	2864	191.67	07/21/2021	DIR	PD	071621 Payroll-HSA Contri
					16,202.47				
101498 PCARD									
2021/0712-PC CHECK DATE: 07/27/2021		07/12/2021	072721	2870	41,967.40	07/27/2021	DIR	PD	JULY 2021 PCARD PURCHASES
101525 PITNEY BOWES POSTAGE									
2021/0714-PB CHECK DATE: 07/15/2021		07/14/2021	071521	2850	1,200.00	07/15/2021	DIR	PD	7/14/21 REPLENISH POSTAGE
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION									
91332 CHECK DATE: 07/16/2021		07/16/2021	071621	2856	94,541.28	07/16/2021	DIR	PD	071621 Payroll - PERA Con



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City of Chaska
VENDOR INVOICE LIST

P 3
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101973 TITLE MARK LLC									
TAYLOR 35		07/22/2021	072221	2866	78,355.00	07/22/2021	DIR	PD	PARCEL 35 TAYLOR PROPERTY
CHECK DATE: 07/22/2021									
102066 US BANK									
2021/08/01 DS-2-1620		07/28/2021	072821	2872	277,845.76	07/28/2021	DIR	PD	US B-DS PMT DUE 8/1/21-IN
CHECK DATE: 07/28/2021									
2021/08/01 DS-2-5979		07/28/2021	072821	2871	345,066.68	07/28/2021	DIR	PD	US B-DS PMT DUE 8/1/21-IN
CHECK DATE: 07/28/2021									
2021/08/01DS 1620-II		07/26/2021	072621	2869	386,663.00	07/26/2021	DIR	PD	US B-DS PMT DUE 8/1/21
CHECK DATE: 07/26/2021									
					1,009,575.44				
102159 WELLS FARGO CORPORATE TRUST									
2021/08/01 DS		07/28/2021	072821	2874	12,715.00	07/28/2021	DIR	PD	WF-DS PMT DUE 8/1/21-INTE
CHECK DATE: 07/28/2021									
					12,715.00				
=====					=====				
25 INVOICES					5,051,828.26				
=====					=====				

** END OF REPORT - Generated by Michelle Robbin **

Council Update

Downtown Highway 41 Project

August 2, 2021

Here are some updates for the Downtown Highway 41 project:

CDBA Meeting Recap: July 14

Members from the project team met with the Chaska Downtown Business Alliance (CDBA) on July 14 to share renderings of the paseo concepts and a project update. Those in attendance were excited about the concepts and expressed how these improvements may help boost business support in the downtown area.

Chaska Herald Article: July 21

The Chaska Herald published an article on the project on July 21. The article shared details about the roadway and paseo design, and also gave a timeline for the rest of design and construction. You can read the article here:

https://www.swnewsmedia.com/chaska_herald/news/local/now-entering-hwy-41-downtown-final-design-phase/article_a8da4acd-1911-5b34-9776-190936a21ee0.html

River City Days Recap: July 23/24

The project team hosted a booth at the River City Days event on July 23 and 24. This pop-up featured a project overview, road design, and parking lot/paseo renderings. Staff talked with likely over 100 people, and two people utilized the QR code for the online comment form. Most people seemed excited about the changes, especially the new paseo concepts, and recognized the need for the project. A few people were concerned about the two-lane road design.

Open House: August 18, 4-6 p.m.

Our team will also be hosting an outdoor open house at City Square on August 18 from 4-6 p.m. This will be held in conjunction with the Taste of Chaska event to promote more attendance. The purpose of the meeting is to share information about the status of the project, share the streetscape design, paseo design, and gather feedback on both the roadway and streetscape design. A Facebook event has been created for the open house; be sure to share it!

The format will include two main facets:

Main hub

- Set up at City Square Park
- Sign in table, informational boards, table with roadway and streetscape layout
- Comment forms



Satellite locations

- Signs with renderings at actual geographic locations (at paseo entrances and around City Square Park). Each sign will have a QR code provides link to the website with renderings and an online comment card
- Sidewalk decal with QR codes provides link to the website with renderings and an online comment card

In addition to the in-person open house, the project team will also hose an online open house by placing the materials and a comment card will be placed online for the public to view. The comment form on page will be active for 2 weeks.

We continue to promote and encourage the community to sign up for notifications at DowntownHwy41.com or to reach project staff at:

Hotline: 612-269-4638

Email: downtownHwy41@bolton-menk.com

Facebook: [Downtown Highway 41 Project](https://www.facebook.com/DowntownHighway41Project)

**Biweekly Report
August 2, 2021
By
Matt Podhradsky**

UPCOMING COUNCIL MEETING SCHEDULE

Below is a reminder of the Council Meetings and Work Sessions we have coming up over the next several weeks:

- August 2nd: We will only have a Council meeting on Monday-no Work Session is scheduled
- August 16th: We plan on holding our first General Fund budget work session for the year from 5:45-7 pm prior to the Council meeting. There will be a regular Council meeting to follow.
- August 30th: We plan on having our second General Fund Work Session on this evening from 5:45-7. As this is the 5th Monday of the month, we will only have a Council meeting following this work session if there is a need to have one.
- September 6th: No Council meeting this night due to Labor Day
- September 13th: Regular Council Meeting on this night. We have a tentative Work session from 5:45-7 scheduled, but we will only have this work session if we need to have a 3rd work session on the General Fund Budget
- September 20th: No Work Session scheduled. This is the evening we need to adopt our Preliminary Tax Levy for 2022, as it is due to the County prior to the end of September

If you have any questions, or if you are unable to make it to any of these meetings, just let me know so I can plan accordingly.

COUNCIL/DEPARTMENT HEAD RETREAT

After receiving feedback from everyone on the dates for our next Council/Department Head Retreat, it does appear that the dates that work best for everyone is Tuesday October 12 (all day) and Wednesday October 13 (half day). This retreat will be facilitated by Richard Fursman, and we are currently solidifying a location with Oak Ridge now being closed. At this point we are strongly considering having this retreat in our Fire Department Training Room but will get back to you with more logistical details once we have them finalized.

If anything pops up that makes this date difficult for you, please let me know. Otherwise, we look forward to another productive retreat opportunity!

SCHOOL DISTRICT REFERENDUM PRESENTATION

If you have not heard yet, the School District is finalizing plans to have a referendum question on the ballot for this November. The sole question that the School District will be asking for this year is whether voters are willing to increase per pupil funding in their Operational Levy by \$550 per student. This referendum is being considered to help make up ground from what was

lost in the failure of the last referendum and to try to avoid further cuts to their Operational Levy.

To prepare for the referendum, one thing that the School District has requested is to come present information to each of the City Council's in the district in a Work Session setting. Looking at the calendar of available dates, we have decided that the best date for them to visit us would be on Monday, October 4th from 5:30-7 prior to our regular Council meeting. This will be an opportunity for the School District both to present information on the purpose and impact of this referendum question, and to talk about impacts of the referendum on average homes in the district.

If you have any questions about this, let me know. If that date doesn't work for you, School District Staff said that they can also set up individual meetings as well.

FIRST DISTRIBUTION OF ARP FUNDS OCCURS

As I have shared with you previously, under the American Recovery Program passed by Congress early this past Spring, local governments were allocated dollars to help address impacts from COVID that have occurred in their organization or community within the past 18 months. As I mentioned previously, based on the formular in the bill, the City of Chaska is allocated to receive approximately \$3 million in total from this program, with it coming through a distribution in 2021, with a second distribution coming in 2022.

I am happy to say that the City of Chaska did receive our first allocation of dollars this past Tuesday, receiving just over \$1.4 million. As we have discussed in the past, one of the unique aspects of these dollars as opposed to the first round of assistance we received last summer, is that we are able to use these dollars to help recover lost revenue in our organization during the COVID period. As you are aware, in Chaska, the largest impacts we saw were in our Community Center and Curling Center facilities, where we were required to be closed for long periods of time, and had restrictions imposed during most of the pandemic which had impacts on our membership and participation number. We saw an impact of right around \$3 million, which means that these dollars can have a significant impact on helping to mitigate the losses we saw during this time.

If there are any questions about this, please do not hesitate to ask me.

DEVELOPMENT NOTIFICATION PROCESS

Over the past week, I did receive a request from a Council member for Staff to do a look at how we might enhance our process for notifying neighborhoods of upcoming proposed developments. Currently, our process is dictated by our City Ordinance which requires us to provide notice to residents within 350 feet in distance of any proposed changes to our zoning code. We also in our process require developers to hold a neighborhood meeting with the immediate neighborhood area when a development is proposed to help answer questions residents might have, and to understand the concerns certain residents might have regarding the proposed development.

As you can imagine, each City handles this process differently, with their being pros and cons to each approach that is taken. In the end, the intent of these notifications is to make sure

development changes do not take people by surprise and that there is a formal mechanism to get their concerns and comments into the process.

With the intent of trying to enhance our notification/information sharing process, Staff is going to be reviewing some best practices from other Cities to see how we might be able to change our process to best get information to neighborhoods in development areas. This could range from putting "proposed development" signs on properties that are being looked at, to having all pertinent information on any give development in easy to access files on our Web Page. We will spend some time looking at what might be most effective and will come back to the Council with recommendations once we have had a chance to research this further. Our hope is that we can adjust our notification system to best serve the current needs and methods of communication our residents would best respond to now. We hope to be able to come back with some recommendations sometime this fall.

If there are any questions, or if there are methods that you would like to make sure Staff explores as we investigate this further, please do not hesitate to contact me or Nate Kabat.

UPCOMING EVENTS

As you are aware, events have come back strong this summer following the pandemic. Given the many events that are coming up, I felt it might be helpful for me to give you a list of the events we know are coming up over the next several weeks:

- Night to Unite (former Neighborhood Night Out): The block parties for this event are scheduled to occur in the evening of Tuesday August 3rd. Prior to Tuesday, Julie Janke will be emailing out to Council a list of all the block parties occurring and the timing of each of these events should you be interested in attending any parties that evening.
- Taste of SW Metro: This annual event will take place on Wednesday, August 18th in City Square Park. This event is put on by the SW Metro Chamber of Commerce, and not only brings together food venues from around the City, but also has a beer garden and live music.
- Touch-A-Truck: This annual event will take place on Thursday, August 19th and will be in the Community Center Parking lot. This is one of our largest attended events during the year and brings many young families and those new to the community to this community festival
- State Amateur Baseball Tournament: This event is being co-hosted this year between the cities of Chaska, Waconia, and Hamburg. This event brings together the best Town Ball teams in the State, with the State Champion being crowned on Labor Day. This event will take place over the course of 3 weekends, including August 20th, August 27th and Labor Day weekend. This is a fund event that brings fans from across the State
- Christmas in May: The event this year will take place on Saturday, September 18th. It starts at Guardian Angel's Gymnasium with a breakfast and program, with volunteers disbursing to homes shortly after 8. This year we have three houses we will be working on which are helping with anything from reconstructing decks, trimming trees, redoing landscaping, and power-washing houses. If you are interested in participating, please visit the Christmas in May web site to register for a volunteer slot.

OUT OF OFFICE ON VACATION

Just as a note, I will be out of the office Friday August 6th and the week of August 9th on a family vacation to Yellowstone. If you should need assistance while I am gone, do not hesitate to contact Nate at 952-227-7529 or by email at nkabat@chaskamn.com. If you need anything before I leave, please just let me know.



Minutes
CHASKA HUMAN RIGHTS COMMISSION
ZOOM
Thursday, May 27, 2021
6:30 PM

1. Roll Call

Present: Carlson, Haga, Welvaert, Castillo, Sandison, Spreadbury, L. White

Absent: S. White, Hughes, Hubbard

2. Adopt Agenda – Commissioner Carlson wanted to amend the agenda to add item 8B. Items of Interest

Motion: Spreadbury

Second: Haga

Kabat Roll Call Vote: Carlson, Haga, Welvaert, Castillo, Sandison, Spreadbury, L.White.

Motion Carried

3. Open Forum/Guest Presentation

3A Visitor Presentation – Chief Ryan Seibert – Police Department Update

The Commission invited Chief of Police Ryan Seibert to present on the police department's current policies, procedures, and pieces of training. The commission agreed to ask the following questions which were submitted by Commission Castillo.

1. How are the Chaska Police Department's policies established?

Chief Seibert responded there are a few pathways but one primary they focus on is state mandates. There are specific state mandate policies that all law enforces have to adopt. CPD follows all mandate statutes. Next is industry best practices which is the bulk of policies an agency will have. Within the past year in a half the city entered a contract with an organization called Lexipol to help with a policy manual, keeping up with policies, and keeping in tune with changes and changes with best practices. Other policies are discretionary. Chief Seibert feels the biggest key to look at is the agency has to commit to continual review and adaptation of all types of policies.

2. Have any of the Chaska Police Department's policies, procedures, or pieces of training changed since the publishing of the June 16, 2020 Report?

Chief Seibert shared the post mandate policies have changed and they have followed suit. The biggest one is the deadly use of force statute which has significant changes. The use of force policy including a ban in neck constraint, chokehold ban and, the notion of duty to intercede are the two biggest changes. The training side put additional emphasis on crisis intervention training. Also focusing on the gold standard which is 40 hours of training required for officers to complete. Chief Seibert also shared a new Methodology training both in-person and with simulators. Also brought back a vital application which is a software application that goes on smartphones if individuals want the police to know about special needs, disabilities. Because one of the biggest things law enforcement has seen in the state, I did implement what I could describe as a correspondent for mental health calls or crisis calls and that is a service that the individuals on duty also utilize. CPD did add an additional Patrol Sergeant to the police department ranks. Trying to insert the wards 24/7 supervisory coverage on a mentor Police Department.

3. Does the Chaska Police Department intend to change any policies, procedures, or training?

- Continual review and adaptation.
- Lexipol will help ensure statute changes.
- Transitioning to different record management.
- Generate a new citizen complaint form on the website.
- The idea of some kind of form to allow anonymously of an incident, police complaint. An additional thought is going into this form.
- Training opportunities committed to on-going-training.
- Remain committed to looking into new technology. The authorized new device greatly reduces exposure effects.

4. What efforts has the Chaska Police Department made to recruit, hire, and retain Black police officers?

Chief Seibert expressed retaining is a moot point at this time, do not have any African American Officers. Recruitment and hiring are a priority, recruitment right now is a challenge everywhere in Minnesota. The Chief is in the early stages of putting together a recruitment committee. Working on how do we attract those candidates to our city? Also working with different law enforcement programs across the metro. Considering looking at our community service officer structure currently and seeing if we create some kind of a CSO internship position.

5. Are Chaska police officers required to go through implicit bias training? If so, what does that training look like?

Chief Seibert stated yes, police officers are required to go through implicit bias training every 3 years. Due to COVID, it has been either virtual, online, or web-based. Some of the training includes students demonstrating an understanding of race relations and the impact that it has on policing in the United States. Also, taking a look at policing practices. Training also includes teaching how to look at one's self. Another piece is being able to distinguish the difference between what's implicit bias and what's an explicit bias.

6. What is the Chaska Police Department's policy when it comes to stopping a driver for expired tabs or minor vehicle equipment violations?

Chief Seibert explained currently in the state of Minnesota whether it's expired registration, it's a burned-out headlight, or some type of equipment violation by Statute Law Officers can enforce those particular laws that conduct traffic stops things of that nature. In Chaska, there isn't a policy that prohibits any types of traffic stops unless it's based on biased policing.

7. What is the Chaska Police Department's policy regarding the use of lethal force to effectuate an arrest warrant?

Chief Seibert pulled up the new deadly use of force statute. Under the statute, it outlines the use of deadly force by a police officer in the line of duty is justified only if an objection of reasonable officer would believe based on the totality of the circumstances known to the officer at the time and without the benefit of hindsight that such force is necessary. There's nothing that would immediately authorize the use of deadly force to effectuate an arrest warrant, it doesn't exist, it would be a determination of what threat is present at the time, does it have to be addressed without them unreasonable delay, and also what can an officer articulate at the time is normal weapons and potential threat, so there's a lot of complexity to this but I think the best way I can summarize it is there has to be some kind of a direct threat they can be articulated at the time.

Commissioner Castillo inquired how does fleeing play into lethal force? Chief Seibert explained fleeing in itself does not create justification to force. Gave examples of certain situations, in most pursuits, the danger to the public comes first.

8. Does the Chaska Police Department request no-knock search warrants?

Chief Seibert shared that a particular approach to a nighttime warrant or a no-knock warrant is key, and also thorough investigation is absolutely critical making sure that we know who's inside this house, who resides there currently, any kids

or dogs. There's a lot of variables that have to be considered. Have to look very carefully at how that warrant will be served and who might be inside that house.

9. Can you describe an officer's duty to intervene if they witness a superior officer violating a Chaska Police Department policy?

Chief Seibert explained it is now in our policy manual and it was covered thoroughly in the use of force training. The way it articulates is that regardless of rank or tenure in the department every member has the duty to intercede when they can practically or safely do so. The importance is to relieve the stress of your partner, cooling down period follow the policy and state statute

10. Can you share the Chaska Police Department Use of Force Continuum with the Commission?

Chief Seibert shared his screen with a diagram named Chaska Police - Subject Resistance Continuum – Force is used when and only to the extent necessary.

11. How does a citizen access the Chaska Police Department's written policies?

Chief Seibert shared they are in transition, currently would have to request a copy, hoping in a few months it will be on the website in its entirety.

12. How can the Human Rights Commission help the Chaska Police Department continue building trust with communities of color?

Chief Seibert is open to ideas, he feels a benefit would be serving as an apparent advisory role, feedback is going to be critical as we move forward and continue our efforts of community engagement. Also to consider if any or all want to partner with different community events? – ex. Community picnic, nite to reunite, Citizen Academy, or any other forms of Community events. Help with how to network the events and make people comfortable.

Kabat encourages the commission to participate in CPD Citizens Academy and Carver County Sheriff's office has a similar experience.

Commissioner Sandison expressed the word citizen can be an uncomfortable word for some people. Chief Seibert tries to steer clear of the word citizen, tries to use the word resident or other language. Chief Seibert will look into the group Citizen Academy.

Commissioner Castillo and other members of the commission were thankful for Chief Seibert to respond to the 12 questions. Commissioner Carlson expressed

how thankful we have a Police Chief who is so receptive to meeting and talking about the changes within the department.

4. Approve Minutes

4A - HRC Minutes – Draft Minutes – April 22, 2021

Motion: Castillo

Second: Welvaert

Kabat Roll Call Vote: Carlson, Haga, Welvaert, Castillo

Motion Carried

5. Treasurer's Report

5A. Treasurer's Report 2021

Kabat reported a balance of \$1,883 with expenditures in May of \$42.00 for (3) t-shirts for the newer commissioners.

6. Committee Updates

6A. Calendar Committee

Commissioner Sandison reported the committee focused on a couple of ways to celebrate and acknowledge different affinity months or days for the upcoming year focusing on a couple of big ones. 1st focus is pride month to possibly participate in the Minneapolis pride parade however the parade has been canceled. A festival is planned in July but does not happen in pride month.

6Ai June Pride Celebration

Kabat shared committee talked about participating in Mpls pride festival as a kick-off and resume back in Chaska to gather in the City Square Park. Idea is to keep it simple, approachable, with everyone feeling comfortable being together. The committee has been involved with Tessa Syverson (CCC) on how to pull something together and what would make sense. Thanks to commissioner Haga the committee was able to connect with Mrs. Bernhardt of the Chaska High School Gay Student Alliance. Kabat and Tessa Syverson joined one of their meetings, which was very informative. The discussion was focusing on June 27th, 2021 from 4 to 6 with ideas for a Pride event to include the entire community. Kabat shared possible activities for the event. Commissioner Welvaret expressed she is thrilled to see giving the recognition and creating a fun event.

Commissioner Carlson inquired how to promote the event? Kabat expressed would use all media channels including the Chaska Herald and Villager. Involve GSA encouraging them to share with their friends. Kabat

to follow up Mrs. Bernhardt. After further discussion, Commissioner Carlson requested a motion to approve up to \$500.00 for expenses related to sponsoring the Pride Event at Chaska City Square Park on June 27th, 2021

Motion: Sandison

Second: Welvaert

Roll Call: Castillo, Carlson, Welvaert, Haga, Sandison

6B. Program Committee

Commissioner Carlson shared Kabat prepared visitor presentations for the next several months.

6Bi Visitor Presentations

Commissioner Carlson asked the commission for any other potential visitors - no response. Kabat's Staff report has a list of visitors thru September. Kabat clarified the invitations have not yet been extended. Kabat will pursue but dates may change due to availability. Kabat asked the commission if the September meeting should be a work session focusing on Housing opportunities in Chaska? The commission agreed to have the September meeting a work session. Kabat noted commissioner Hubbard wanted to discuss the overlap with meetings at the next meeting, Commissioner Sandison agreed.

6C. Webpage Committee

Wright shared he was involved in the initial meeting. Wright and Kabat have been working on the website which included removing Kabat's photo on the webpage, adding a new event item (Pride) to the events, and a calendar piece. The City has partnered with a group on a diversity calendar. Wright gave a quick overview of the diversity calendar which is located under the quick links. Kabat shared this is a tool that is embedded in all city employee's outlook calendars. Kabat expressed this would be a good resource for the Calendar Committee and Commission to utilize.

6D. MLK Celebration

Commissioner Carlson shared they have had one meeting. Something different this year, the possibility of having a brief video presentation welcoming everyone to the event. Video by individual folks representing persons from Asian Descent, Hmong, Latino, and Mdewakanton Sioux communities giving a brief video welcome. Commissioner Carlson is working on confirmation of names, still pursuing speakers and the next meeting is Wednesday, June 9th, 2021.

NOTE: Kabat shared Robin Gordon (Equity Director at the School District has been invited to join the planning committee which she agreed to and will attend the next meeting.

6E. River City Days Committee

Kabat shared there was a request to update the HRC brochure. The brochure is being worked on and he will share it with the committee when the draft has been completed.

6F. Empathetic Response Committee

Commissioner Castillo shared he has nothing to respond to at this time but asked the Commission if they think something needs to be said? Commissioner Carlson asked if a message of the event on June 27th be an appropriate item? After further discussion, the communications team will put together a letter to the editor to promote the event.

7. Old Business:

7A. Chaska Pedestrian and Bicycle Master Plan Update

Commissioner Carlson shared the city is working with a consultant who prepared a simple short walk/bike survey which the public can access two ways, Online Survey, and a Wiki map. She encourages the Commission to participate in the survey and share it with friends. The goal is to achieve 1,000 responses at this time approximately 600 surveys were submitted.

8. New Business

8A. COVID Transition Plan for Public Meetings

Commissioner Carlson noted the plan is to meet in the Council Chambers at the July 22, 2021 meeting. Kabat clarified state statute requires commission members to participate in person at all meetings. The zoom option is for the public to participate.

8B. Items of Interest

Commissioner Carlson announced there will be another food distribution on June 17th sponsored jointly with the Cap Agency located at the old Gedney parking lot. Starting in July produce will be delivered on the 3rd Thursday of each month. If anyone on the Commission is interested in volunteering contact, Kabat. Also on July 21st at 5:30 the Cap Agency and Chief Seibert will host a picnic with a cop. Commissioner Carlson also announced Head Start is starting registration for their programs thru the Head Start Family Services at the Cap Agency, contact person is Madi Sams.

9. Next Meeting Date – June 24th, 2021, via Zoom

10. Adjourn

Motion: Haga

Second: Welvaret, Carlson, Castillo, Sandison, Spreadbury L. White



Minutes
CHASKA HUMAN RIGHTS COMMISSION
ZOOM
Thursday, June 24, 2021
6:30 PM

1. Roll Call

Present: Carlson, Welvaert, Castillo, Haga, Sandison, S. White, Hughes, Hubbard
Absent: Spreadury, L. White

2. Adopt Agenda

Motion: Haga

Second: Welvaert

Kabat Roll Call Vote: Carlson, Welvaert, Castillo, Haga, Sandison, S. White, Hughes, Hubbard

Motion Carried

3. Open Forum/Guest Presentation

3A Visitor Presentation – Nate Kabat - City Square West Update

Kabat updated the commission on the City Square West project with a PowerPoint presentation including the following:

- Downtown Master Plan
- City Square West Task Force – Project Goals and Concept
- Council Approval/Process to Date
- Next Steps

Explained the location of the project along with a map that displayed the project in detail. City Square West redevelopment is designed to be welcoming to all.

Commissioner Carlson inquired about enough parking? Kabat explained it would be underground parking, enough for residential and commercial along with street parking.

Kabat discussed the new library location, across the street from the current library. City Council approved the purchase of 401 Pine Street.

Kabat shared what they have been doing and what they currently are working on. COVID did affect the project including the supply chain and cost. Kabat showed examples of other city's developments.

Kabat discussed the relocation process, the city seeks to retain businesses as much as possible. The city would love to see all the businesses that will be affected to stay in Chaska.

Commissioner Welvaert inquired if a laundry mat and grocery store would be able to fit into that location? Kabat explained it could be possible but it would be up to the business owner where they want to relocate.

Commissioner Castillo asked how the current tenants are reacting to the new project? Kabat shared they enjoy doing business at the present location, they have a loyal customer base, perception has been good but also challenging. When is this project going to happen? The city is not at a point to make a final decision on the project.

Commissioner Welvaert inquired what's the difference for relocation assistance between households and businesses? Kabat shared the differences between households versus businesses. Estimating 18 months to build the project which makes it a difficult decision for businesses.

Commissioner Sandison acknowledged the strip mall is heavily run by the Latino community, they will be directly impacted. Kabat shared it's going to be a privately owned facility, not city-owned. They will work with the developer to connect with the Hispanic community.

Commissioner Carlson, expressed the Old National bank is in the process of being acquired by another banking institution. Does this affect the timing of the project? Kabat expressed he does not know if they will be closing the facility but knows they are evaluating plans for the facility. Kabat does not know the timing of what they are going to do. Kabat expressed it's not all about the timing but more the financial aspect of the project itself.

Commissioner Castillo asked how the property would be acquired? Kabat explained the city can play the role of negotiator, purchaser, and then seller. Kabat explained different scenarios of how to acquire the property.

Commissioner Welvaert inquired the planning committee, other commissions, and other community members were represented in the process. Going forward inquiring if someone from the HRC can be represented? Kabat agreed the HRC should be represented and will look into.

Commissioner Castillo inquired what power the tenants have in this process? Right now the space has four Latino businesses. His concern is in 2 years the possibility of no Latino businesses in that area. Commissioner Castillo would like to challenge the city to not only do the bare minimum that the law enforces but to go above and beyond to push the developer to do something to rehabilitate the cultural significance in the city. Commissioner Castillo and other Commission members thanked Kabat for the helpful presentation.

4. Approve Minutes

4A – Approve May 27th Meeting Minutes

Motion: Welvaert

Second: Castillo

Kabat Roll Call Vote: Carlson, Welvaert, Castillo, Haga, Sandison, S. White, Hughes, Hubbard

Motion Carried

5. Treasurer's Report

5A. Treasurer's Report 2021

No new expenses for June. The Commission voted in May to allocate up to \$500.00 to the Chaska Pride Picnic scheduled for June 27th. Invoices are expected to be paid after this event. Balance of \$1,883.00.

6. Committee Updates

6A. Calendar Committee

6Ai June Pride Celebration

Kabat reported at the May 27th meeting, the Commission agreed with the Calendar Committee's recommendation to hold a Pride Picnic on June 17th, 2021 at City Square Park. In the final planning stages, a flier has been distributed via Facebook and the City's other social media channels. Kabat shared the final plans of the event to include, ice cream, a Community Art project, decorations, yard games, a tie-dye station, food trucks, and a live DJ. A volunteer registration was shared, all slots have been filled however if more HRC members are interested in helping notify Kabat. Kabat is requesting the commission to come up with ideas for what the DJ can share with the crowd, or if any of the commission members would like to speak at the event? Commissioner Haga will reach out to a few CHS students if they would like to speak? Commissioner Haga will share a brief message at the event. Tessa Syverson from Parks and Recreation is the staff contact person with any questions regarding the event. Commissioner Carlson shared she has heard some feedback, why does the city

think this is an important event to host and why is the city spending money for the event? Commissioner Carlson inquired if any other commission members have heard any negative feedback? Commissioner Carlson shared the importance to focus on is our welcoming community. Commissioner Welvaert expressed every single person in the community is invited to the event. It's for the city, the funds are coming out of the Human Rights budget which was voted on.

Commissioner Hubbard inquired if there would be any police presence and if people from the city, police, firefighters, etc. will be attending? Kabat shared staff from the Parks and Recreation along with a few city council members will be attending and helping. Police and Fire Department are aware of the event if time permits them to attend.

Commissioner Sandison inquired if we have any best practices in place in case of a negative conversation? Commissioner Welvaert shared to listen to the concerns, give them the HRC e-mail address for later discussion. Kabat acknowledges this is not just the Human Rights priority decision, the city council also shares this priority. Kabat expressed if questions regarding negative feedback can also be directed to him.

6B. Program Committee

6Bi Green Card Voices

Kabat explained the Green Card Voices is something that the Human Rights Commission had originally connected with back in 2019 with the intent to host their traveling exhibit in 2020. The pandemic, unfortunately, prevented the exhibit from being able to host. Over the past few months, city staff has reconnected with Green Card Voices staff at the direction of the Program Committee to explore hosting their traveling exhibit in 2022 at the gallery space of the Chaska Community Center in August.

Commissioner Sandison inquired if possibly co-sponsorships and cost to people who look at the exhibits to help with the cost? Kabat agrees to look into co-sponsorship but not necessarily a charge for the event.

After further discussion, it was agreed that August is too soon. Discussed other locations for the program besides the CCC. Decided to bring the idea back to the program committee for further discussion.

6C. Webpage Committee

Commissioner Carlson shared the committee has not met but working to set a meeting with Kevin Wright.

6D. MLK Celebration

Commissioner Welvaert expressed the committee invited Robin Gordan to join the committee. She is from the Chaska school district and will share a lot of different ideas. The last meeting discussion was what groups are a possibility for speakers? The committee is sending top choices to Kevin Wright. Will extend invitation after discussion/approval with HRC for a keynote speaker.

6E. River City Days Committee

6Ei River City Days Update

Kabat shared River City Day's will be held July 23, 24, and 25th at City Square Park. Reminder to the commission the sign-up form to volunteer at the booth. At the last meeting, staff was asked to take a look at the HRC brochure. Kabat and Wright updated the brochure for Commission approval. Commissioner Carlson commented overall a great improvement to what we had. City Staff will take care of the printing. Commissioner Welvaert expressed multiple languages to include Spanish and semolina so it's easy to connect with HRC.

Commissioner Sanderson inquired if the Committee has other handouts? The committee does have some handouts, candy, fans, and other supplies for the booth. Commissioner Hubbard shared other ideas/suggestions for the booth. Kabat will e-mail the River City Day's committee members to organize the next meeting.

6F. Empathetic Response Committee

Commissioner Castillo had nothing to report.

7. Old Business:

7A. Bicycle Plan Update

Commissioner Carlson shared over 900 responses were received for the bicycle survey. Recommendations/results are being put together for scheduled opportunities to have community meetings. Kabat shared results will be put on the website for the project which is Bike/Walk Chaska. There was a good proportion of people who use the trail approximately 50% mostly used for exercise purposes. Hope is that upcoming summer events will help to utilize the trails.

8. New Business

8A. Noche Latina

Kabat shared this is an event actively being planned by the Parks and Recreation Department. It is part of a summer concert series that is going on now. On July 16th, Noche Latina is hosting, music by Salsa del Soul from 7 to 8:30 pm at the Firemans Park. There will also be a warm-up Zumba class from 5:45 to 6:45 along with food and drink available for purchase with a focus on Hispanic beverages. Kabat noted some of the Hispanic community shared the event was not promoted enough in English, mostly in Hispanic. Commissioner Welvaert inquired if any of the members need to notify you if they plan to attend the event? Kabat expressed better safe than sorry so yes, let him know in case of a possible quorum.

Kabat shared a screenshot of the new cricket pitch that the Public Works Department completed at McKnight Park. The City was approached by a local cricket club, members are primarily East Indian population who were seeking a place to play cricket. Only a couple of places to play in the state with this location being one of the best. Cricket will add one more opportunity to expand the city offering a broader audience.

9. Next Meeting Date – July 22 at Chaska City Hall Council Chambers.
This meeting will be in person.

10. Adjourn
Motion: Sandison
Second: Castillo