

WORK SESSION
School District Referendum
5:45 – 7:00 PM



AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, October 04, 2021
7:00 PM

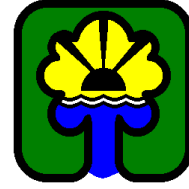
1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
 - 5.A. Visitor Presentation Greg Boe - Overview of 2021 Legislative Session
6. Proclamations
 - 6.A. Proclamation in Recognition of National Pregnancy and Infant Loss
 - 6.B. Proclamation In Recognition of Domestic Violence Awareness Month
7. Approve Previous Meeting Minutes
 - 7.A. Approve September 20th, 2021 City Council Meeting Minutes
8. Consent Items
 - 8.A. Accept Resignation of Lisa White from the Human Rights Commission
 - 8.B. Adopt Resolution 2021-63, Resolution in Support of City's Capital Project Grant Request Under Minn. Stat. § 16A.86 for the City Square West Project

- 8.C. Adopt Resolution 2021-64, Approving Resolution for Cogeneration and Small Production Tariff - Updated for Unbundling of Rates
- 8.D. EV Charge Program License Agreement with Minnesota Municipal Power Agency
- 8.E. Adopt Resolution 2021-65, A resolution committing required local matching funds and authorizing submission of an application for grant funding from the U.S. Department of Commerce's Economic Development Administration (EDA)
- 8.F. Approving Purchase Agreement for Right of Way of City Collector Road named Savanna Way
- 9. Bills
 - 9.A. ACCOUNTS PAYABLE COUNCIL ROSTER 10-4-2021
- 10. Other Business
 - 10.A. City Administrator's Report
 - 10.A.i. Biweekly October 4, 2021
 - 10.B. Other Meeting Minutes
 - 10.B.i. HRC Minutes from 8-26-2021
- 11. Adjourn

WORK SESSION
IMMEDIATELY FOLLOWING CITY COUNCIL
MnDOT Downtown Chaska Hwy 41 Project



CITY OF
CHASKA MINNESOTA
“A Quality Small Town”



PROCLAMATION

In Recognition of National Pregnancy and Infant Loss

WHEREAS, Infants Remembered In Silence, Inc. (IRIS) and many other nonprofit organizations work with thousands of parents all over Minnesota and across the United States who have experienced the death of a child during pregnancy through early childhood; and

WHEREAS, Many of these parents live in, deliver in, have a child die in, or a bury a child in our community; and

WHEREAS, Infants Remembered In Silence (IRIS) a 501(c)(3) nonprofit organization was founded 1987, 33 years ago, to offer support for parents whose child/children died from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, birth defects, sudden unexplained death of a child (SUDC), sudden infant death syndrome (SIDS), illness, accidents, and all other types of infants and early childhood death; and

WHEREAS, Bereaved parents around the world remember their children annually on October 15 with candle lighting at 7 pm. Some will remember their child/children in their homes while others will remember them in small gatherings around the state, across the nation and around the world; and this would unify these parents in tribute to their children; and

WHEREAS, In 1988, President Ronald Reagan proclaimed October as National Pregnancy and Infant Loss Awareness month; and

WHEREAS, In honor of the thousands of children that die each year in Minnesota, Infants Remembered In Silence, Inc. (IRIS) respectfully requests that October 15th, 2021 be recognized as Pregnancy and Infant Loss Remembrance Day.

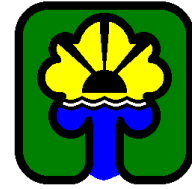
NOW, THEREFORE, Be it Resolved, that I, Mark Windschitl, Mayor of the City of Chaska, on behalf of the City Council and the Citizens of Chaska do hereby approve that October 15th, 2021 be recognized as Pregnancy and Infant Loss Remembrance Day.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the City of Chaska this 4th day of October in the year of our Lord Two Thousand and Twenty One.

Mark Windschitl, Mayor, City of Chaska



CITY OF
CHASKA MINNESOTA
“A Quality Small Town”
PROCLAMATION



In Recognition of Domestic Violence Awareness Month

WHEREAS, in the City of Chaska in recognitions of the critical work being done by domestic violence advocates in service of the survivors and victims’ they serve, I encourage all citizens to actively engage in the work and events sponsored by Southern Valley Alliance and other organizations working toward the elimination of domestic violence; and

WHEREAS, more than 10 million adults experience domestic violence, and over 1.5 million high school students are physically abused by dating partners, annually in the United States; and

WHEREAS, more than 19,000 calls are placed to domestic violence hotlines nationwide every day; and

WHEREAS, the impact of domestic violence is felt not only by individuals and families, but communities and nation as a whole; and

WHEREAS, Chaska joins with others across the state of Minnesota, and nationwide, in supporting domestic violence victims and survivors, the advocates and organizations who serve them, and holding offenders accountable in Chaska.

NOW, THEREFORE, be it resolved, that I, Mark Windschitl, Mayor of the City of Chaska, on behalf of the City Council and the Citizens of Chaska, do hereby Proclaim October 2021 as Domestic Violence Awareness Month.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the City of Chaska this 4th day of October in the year of our Lord Two Thousand and Twenty-One.

Mark Windschitl, Mayor, City of Chaska

- MINUTES -
CHASKA CITY COUNCIL
September 20, 2021

1. Call to Order

The meeting was called to order by Mayor Windschitl at 7:00 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; Kevin Ringwald, Community Development Director; Liz Hanson, City Planner; Luke Melchert, City Attorney; and City Engineer Matt Clark.

4. Adopt the Agenda

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

5. Minutes

5.A. Approve September 13th 2021 City Council Meeting Minutes

Motion by Councilmember Grau, second by Councilmember Hatfield to approve the minutes of the September 13th, 2021 City Council meeting. Motion carried.

6. Consent Agenda

Motion by Councilmember Huang, second by Councilmember Hubbard to approve the Consent Agenda Items A through F:

- A. Adopt Resolution 2021-58, Awarding bid for 2021 Oak Street Storm Water Pump Station Modifications
Motion to approve Resolution 2021-58 awarding the bid for the 2021 Oak Street Storm Water Pump Station Modifications to Kilmer Electric Co., Inc. in the low bid amount of \$574,942.00.
- B. Adopt Resolution 2021-59, Resolution Identifying the Need for Livable Communities Demonstration Account Funding and Authorizing Application for Grant Funds
Motion to approve Resolution 2021-59 identifying the need for Livable Communities Demonstration Account funding and authorizing application for grant funds.

- C. Establish a Public Hearing to Consider Approval of the Proposed 2022 Operating Plan and Budget and Imposition of Service Charges for the Chaska Downtown Special Services District
Motion to set the public hearing for October 18, 2021, to review and approve the proposed SSD 2022 operating plan, budget, and service charges and direct staff to give notice of the public hearing.
- D. Adopt Resolution 2021-62, Adopt Resolution for City Square West - Support for State Funding
Motion to Adopt Motion to adopt Resolution 2021-62, supporting and authorizing the Mayor and City Staff to apply for State Funds to financially assist with the City Square West Project in Historic Downtown Chaska.
- E. Approval of the South West Transit Facility Use Permit
Motion to Approve the South West Transit Facility Use Permit for Parks and Recreation Programming.
- F. Adopt Ordinance MC 2021-D1 and Ordinance 1000- Electric Rates and Right Of Way Fee
Motion to adopt Ordinance No. 2021- MC 2021-D1 establishing revised 2021 Electric Utility Rates.
Motion to adopt Ordinance No. 1000 imposing an electric energy right of way fee on customer utilizing the City of Chaska, Minnesota's electric energy service within the City of Chaska.
Motion carried.

7. Action Items

7.A. Adopt Resolution 2021-60, Public Hearing to Consider Certification of Fall 2021 Delinquent Utilities and Miscellaneous Unpaid Fees

City Administrator Podhradsky introduced the item and provided background to the Council.

Mayor Windschitl opened the public hearing at 7:11pm.

None one wished to speak on this item.

Mayor Windschitl closed the public Hearing at 7:12pm.

Motion by Councilmember Hubbard, second by Councilmember Huang to approve Resolution 2021-60 approving certification of delinquent utilities and miscellaneous unpaid charges to Carver County for collection with the payable 2022 property taxes.
Motion carried.

7.B. Adopt Resolution 2021-61, Establish Preliminary City Tax Levy for Taxes Payable 2022

City Administrator Podhradsky provided a presentation on the 2022 General Fund and reviewed the items relating to the tax levy for taxes payable in 2022. and introduced the item and provided background to the Council. He provided a presentation on the 2022 General Fund.

Mayor Windschitl noted the City Council has been through this process many times and wants to ensure everyone is aware this is not something they are taking lightly, he stated they can adjust it in the future as they see fit.

Motion by Councilmember Huang, second by Councilmember Hubbard to adopt Resolution No. 2021- 61 adopting the proposed assessed 2021 payable 2022 maximum property tax levy. Motion carried.

8. Bills

8.A. Accounts Payable Council Roster 9-20-2021

City Administrator Podhradsky provided further information regarding those bills.

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

9. Other Business

9.A. City Administrator's Report

9.A.i. Bi-Weekly Report September 20, 2021

9.B. Other Meeting Minutes

9.B.i. HRC Minutes – July 22, 2021

Councilmember Hubbard:

- Stated Christmas in May was fabulous
- Noted there is a Bicycle Steering Committee meeting on September 21, 2021
- Stated Crucial Conversations will be hosting a picnic engagement event on October 20th at 6:30pm

Councilmember Huang:

- Stated he sends his condolences to Toby Saxon's family, the Electric Director for the City
- Stated Christmas in May was great and noted they were able to help 3 families this year
- Noted the Fall Festival is at 11am on September 25th
- Noted Fire and Ice Festival is on October 15th – 16th

Councilmember Hatfield:

- Stated the Steamboats parade was nice and thanked the Fire Fighters who participated in that event
- Noted it is nice to have some of the roads repaved

Councilmember Grau:

- Noted early voting is open for the School Board Referendum
- Stated the Eastern Caver County Recreation Advisory Board is hiring a new Director

City Administrator Podhradsky:

- Stated it was the 25th year of Christmas in May and thanked everyone who helped
- Recognized Toby Saxon, Electric Director noted he looked up to him a lot, he had a lot of character and thanked him and his family for all the dedication and help over the years stating he will be missed

Mayor Windschitl:

- Stated Toby Saxon was a great person and hard worker who stepped up and became the Director as a Lineman and noted he offers his condolences to his family; stated the wake is at McNearney Funeral Home on Wednesday in Shakopee and the Funeral is at St. Johns in Chaska on Thursday at 1pm
- Stated two Chaska fire fighters, Kyle Smith and Zack Bonnema deployed to Baton Rouge, LA to help with the hurricane efforts and thanked them for their efforts
- Noted the next Council meetings are on October 4th and 18th (to be held at the event center)

10. Proclamation

10.A. In Recognition of Luke Melchert – Chaska City Attorney of 53 years

Mayor Windschitl read a proclamation declaring September 20, 2021, as “Luke Melchert” Day in Chaska, honoring the 53 years Mr. Melchert served as the City Attorney.

The City Council, along with Mr. Melchert’s family, Mayor Roepke, State Rep. Boe, Mac Willemssen, friends and colleagues expressed their appreciation for his service and leadership to the City of Chaska and wished him much success and happiness in his retirement.

11. Adjourn

Motion by Councilmember Hatfield, second by Councilmember Grau to adjourn the meeting at 8:48 pm.

Motion carried.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
10/04/2021**

Subject: Accept Lisa White Resignation as an Alternate Commissioner on the Human Rights Commission

Prepared By: Vicki Schmid – Administration Clerk

On Thursday, September 16, 2021, Human Rights Alternate Commissioner Lisa White formally requested to resign from her appointment effective immediately.

Lisa served on the Commission starting February 5, 2018. She was very active with the planning of the Martin Luther King Breakfast and River City Days events.

CITY COUNCIL ACTION REQUESTED

Motion to accept the resignation of Lisa White from the Chaska Human Rights Commission and open the seat to applications.

From: Lisa <hammerml@hotmail.com>

Sent: Thursday, September 16, 2021 8:19:46 PM

To: Nate Kabat <nkabat@chaskamn.com>; Sarah Carlson <sarah-carlson@comcast.net>

Subject: [EXTERNAL]HRC

I need to tender my resignation as an alternate commission member of the Chaska Human Rights Commission effective immediately. I have enjoyed my time on the commission and it has brought much personal growth to me. There is currently a wonderful group of people on the commission pursuing admirable goals. I wish the best for everyone and will enjoy seeing everyone in our community.

Best regards,
Lisa White

REQUEST FOR ACTION CHASKA CITY COUNCIL 10/4/2021

Subject: Resolution in Support of City's Capital Project Grant Request Under Minn. Stat. § 16A.86 for the City Square West Project

Prepared By: Nate Kabat

The City Square West Redevelopment project which is located in the heart of Chaska's historic downtown. This project was identified in the Chaska Downtown Master Plan as a catalyst redevelopment site. The Downtown Master Plan recognized that the survival of Chaska's historic downtown can only be achieved by investing in redevelopment that creates regionally significant destinations.

The primary goal of the City Square West Redevelopment project is to build upon the success of Chaska's Firemen's Park Curling and Event Center to catalyze greater economic value downtown through a mix of residential, retail, and regionally unique and significant programmable public space.

The programmable public space, known as the paseo plaza, will be built for community activities, link the existing midblock network in downtown Chaska that addresses the safety challenges of State Highway 41 through downtown by providing safe and efficient pedestrian access to the many small businesses, provide public restrooms, create public parking, and create visual connections consistent with and celebrating the historic nature of the surrounding downtown blocks.

The regional impact of the Firemen's Park Curling and Event Center shows that over 75% of the people utilizing these types of facilities are not from Chaska. Activities at the Firemen's Park Curling and Event Center in 2021 have brought in people from Greater Minnesota, North Dakota, Wisconsin, New York, Maryland, Massachusetts, Ohio, Arizona, Missouri, Colorado, Illinois, California and Canada; and

Staff are actively pursuing funding to support project implementation including an application to the State MMB office for inclusion in the Capital Budget bonding process. A requirement for the application is a resolution of support from the City Council that defines the request amount and commits the City to participate in the match if awarded. Matching funds would be in accordance with sources previously discussed with Council.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2021-63, in support of City's capital project grant request under Minn. Stat. § 16A.86 for the City Square West Project

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 10/04/2021 **RESOLUTION NO.** 2021-63

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

**A RESOLUTION IN SUPPORT OF CITY'S CAPITAL PROJECT GRANT REQUEST UNDER
MINN. STAT. § 16A.86 FOR THE CITY SQUARE WEST PROJECT**

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

WHEREAS, the City Square West Redevelopment project is located in the heart of Chaska's historic downtown, and was identified in the Chaska Downtown Master Plan as a catalyst redevelopment site; and

WHEREAS, the Downtown Master Plan recognizes that the survival of Chaska's historic downtown can only be achieved by investing in redevelopment that creates regionally significant destinations; and

WHEREAS, the primary goal of the City Square West Redevelopment project is to build upon the success of Chaska's Firemen's Park Curling and Event Center to catalyze greater economic value downtown through a mix of residential, retail, and regionally unique and significant programmable public space; and

WHEREAS, the programmable public space, known as the paseo plaza, will be built for community activities, link the existing midblock network in downtown Chaska that addresses the safety challenges of State Highway 41 through downtown by providing safe and efficient pedestrian access to the many small businesses, provide public restrooms, create public parking, and create visual connections consistent with and celebrating the historic nature of the surrounding downtown blocks; and

WHEREAS, the regional impact of the Firemen's Park Curling and Event Center shows that over 75% of the people utilizing these types of facilities are not from Chaska; and

WHEREAS, activities at the Firemen's Park Curling and Event Center in 2021 have brought in people from Greater Minnesota, North Dakota, Wisconsin, New York, Maryland, Massachusetts, Ohio, Arizona, Missouri, Colorado, Illinois, California and Canada; and

WHEREAS, preliminary costs for site preparation, predesign, design, and construction of planned City Square West redevelopment estimated at \$75,000,000;

WHEREAS, to address project funding gap related to necessary public infrastructure for the project the City is requesting \$14,000,000 through the Capital Project Grant process;

WHEREAS, the City understands State Statute requires the state share of a project covered by this section must be no more than half the total cost of the project, including predesign, design, construction, furnishings, and equipment, and is prepared to meet that requirement;

WHEREAS, the City of Chaska supports the pursuit of funding from the State of Minnesota so as to better serve the visitors to our community; and

WHEREAS, the City of Chaska has the institutional, managerial and financial capability to ensure adequate project administration; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement.

NOW THEREFORE BE IT RESOLVED that, the City of Chaska supports and authorizes the Mayor and City Staff to apply for State Funds to financially assist with the City Square West Project in Historic Downtown Chaska.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this _____ day of _____ 20____.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

REQUEST FOR ACTION CHASKA CITY COUNCIL 10/04/2021

**Subject: Staff Report: 2021 Resolution for Cogeneration and Small Production
Tariff – Updated for Unbundling of Rates**

Prepared By: Andrew Romine, Interim Electric Director

At the last council meeting rates were unbundled. We also need to unbundle our average retail rate which is used for cogeneration and small power production (solar). The only change to the attached document, originally adopted on 1/25/21, is on schedule 1.

Here is the adjustment rate:

<u>Solar Retail Energy Rate (Credit) (Based on Prior Full Year)</u>		<u>Res. No. 2021-1 on 1/25/2021</u>	
Residential		-\$0.11982	-\$0.11411
Commercial		-\$0.06890	-\$0.06561
Industrial		-\$0.08440	-\$0.08038

CITY COUNCIL ACTION REQUESTED

Motion to approve Resolution 2021-64 updating adjustment rates for Cogeneration and Small Production Tariff – Updated for Unbundling of Rates.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 10-04-2021 **RESOLUTION NO.** 2021-64

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

**Resolution Adopting a Cogeneration and Small Power Production Tariff
for the City's Electric Utility**

WHEREAS, this resolution relates to the municipal electric utility (the "Utility") operated by the City of Chaska, Minnesota (the "City") and governed by its City Council; and

WHEREAS, the City rules and Minnesota Statutes Section 216B.164 require the City Council to annually adopt a Cogeneration and Small Power Production Tariff; and

WHEREAS, a Cogeneration and Small Power Production Tariff is attached to this resolution, which Tariff contains the following schedules:

Schedule 1: Calculation of the average retail utility energy rate

Schedule 2: Standard contracts to be used with qualifying facilities

Schedule 3: City's safety standards, required operating procedures for interconnected operations, and the functions to be performed by any control and protective apparatus

Schedule 4: Estimated average incremental energy costs by seasonal, peak and off-peak periods for the utility's power supplier from which energy purchases are first avoided. Schedule 4 shall contain the net annual avoided capacity costs, if any, stated per kilowatt-hour and averaged over the on-peak hours and over all hours for the utility's power supplier from which capacity purchases are first avoided. Both the average incremental energy costs and net annual avoided capacity costs shall be increased by a factor equal to 50 percent of the utility and the utility's power supplier's overall line losses due to distribution, transmission and transformation of electric energy.

WHEREAS, these filings shall be maintained in the office of the City Clerk and shall be made available for public inspection during normal business hours;

NOW, THEREFORE, BE IT RESOLVED that, regarding the Utility, the Cogeneration and Small Power Production Tariff attached to this resolution is hereby adopted effective for transactions on and after October 4th, 2021.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this _____ day of _____, 2021.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

Cogeneration and Small Power Production Tariff

Pursuant to its Rules Governing the Interconnection of Cogeneration and Small Power Production Facilities, the City of Chaska (the “Utility”) hereby establishes and/or updates its Cogeneration and Small Power Production Tariff (the “Tariff”) for billing and sales transactions effective as of October 4th, 2021 as follows:

The Tariff shall consist of:

SCHEDULE 1.

Calculation of average retail utility energy rates.

SCHEDULE 2.

Standard contracts to be used with qualifying facilities.

SCHEDULE 3.

Interconnection process, safety standards, and technical requirements for distributed energy resource systems, required operating procedures for interconnected operations, and functions to be performed by any control and protective apparatus.

SCHEDULE 4.

Estimated average incremental energy costs by seasonal, peak and off-peak periods for the utility’s power supplier from which energy purchases are first avoided. Schedule 4 shall also contain the net annual avoided capacity costs, if any, stated per kilowatt-hour and averaged over the on-peak hours and over all hours for the utility’s power supplier from which capacity purchases are first avoided. Both the average incremental energy costs and net annual avoided capacity costs shall be increased by a factor equal to 50 percent of the utility and the utility’s power supplier’s overall line losses due to distribution, transmission and transformation of electric energy.

SCHEDULE 1 – AVERAGE RETAIL UTILITY ENERGY RATES

Average Retail Utility Energy Rate: Available to any Qualifying Facility of less than 40 kW capacity that does not select either Roll Over Credits, Simultaneous Purchase and Sale Billing or Time of Day rates.

Utility shall bill Qualifying Facilities for any excess of energy supplied by Utility above energy supplied by the Qualifying Facility during each billing period according to Utility's applicable rate schedule. Utility shall pay the customer for the energy generated by the Qualifying Facility that exceeds that supplied by Utility during a billing period at the "average retail utility energy rate." "Average retail utility energy rate" means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. Data from the most recent 12-month period available shall be used in the computation.

"Average retail utility energy rates" are as follows:

Customer Class	Average Retail Utility Energy Rate
Residential	\$0.11411
Commercial	\$0.06561
Industrial	\$0.08038

**UNIFORM CONTRACT FOR COGENERATION AND SMALL POWER
PRODUCTION FACILITIES**

THIS CONTRACT is entered into _____, ____, by the City of Chaska Electric Department, a municipal utility under Minnesota law, (hereafter called "Utility") and _____ (hereafter called "QF").

RECITALS

The QF has installed electric generating facilities, consisting of _____
_____ (Description of facilities), rated at ____ kilowatts AC
of electricity, on property located at _____
_____.

The QF is a customer of the Utility located within the assigned electric service territory of the Utility.

The QF is prepared to generate electricity in parallel with the Utility.

The QF's electric generating facilities meet the requirements of the rules adopted by the Utility on Cogeneration and Small Power Production and any technical standards for interconnection the Utility has established that are authorized by those rules.

The Utility is obligated under federal and Minnesota law to interconnect with the QF and to purchase electricity offered for sale by the QF.

A contract between the QF and the Utility is required.

AGREEMENTS

The QF and the Utility agree:

1. The Utility will sell electricity to the QF under the rate schedule in force for the class of customer to which the QF belongs.
2. The Utility will buy electricity from the QF under the current rate schedule filed with the city council or city-appointed governing body of the utility. The QF elects the rate schedule category hereinafter indicated:

_____ a. Average retail utility energy rate.

- QF capacity must be less than 40 kW.

_____ b. Simultaneous purchase and sale billing rate.

- QF capacity must be less than 40 kW.

_____ c. Roll-over credits.

- QF capacity must be less than 40 kW.

_____ d. Time-of-day purchase rates.

- QF capacity must be 40 kW or more and less than or equal to 100 kW.

A copy of the presently approved rate schedule is attached to this contract.

3. The rates for sales and purchases of electricity may change over the time this contract is in force, due to actions of the Utility or the State of Minnesota, and the QF and the Utility agree that sales and purchases will be made under the rates in effect each month during the time this contract is in force.
4. The Utility will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF, other than kilowatt-hour credits under clause 2(c), will be made under one of the following options as chosen by the QF.

_____ a. Credit to the QF's account with the Utility.

_____ b. Paid by check or electronic payment service to the QF within fifteen (15) days of the billing date.

5. Renewable energy credits associated with generation from the facility are owned by:
_____.
6. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Utility not prohibited by the rules governing Cogeneration and Small Power Production on the Utility's system which provide reasonable technical connection and operating specifications for the QF and are consistent with the Minnesota Public Utilities Commission's rules on Cogeneration and Small Power Production, as required under Minnesota Statutes §216B.164, subdivision 9.
7. The QF will not enter into an arrangement whereby electricity from the generating facilities will be sold to an end user in violation of the Utility's exclusive right to provide electric service in its service area under Minnesota Statutes, §216B.37-44.
8. The QF will operate its electric generating facilities so that they conform to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.
9. The QF is responsible for the actual, reasonable costs of interconnection which are estimated to be \$ _____. The QF will pay the Utility in this way:

_____.
10. The QF will give the Utility reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Utility's side of the interconnection. If the Utility enters the QF's property, the Utility will remain responsible for its personnel.
11. The Utility may stop providing electricity to the QF during a system emergency. The Utility will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.
12. The Utility may stop purchasing electricity from the QF when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility may stop

purchasing electricity from the QF in the event the generating facilities listed in this contract are documented to be causing power quality, safety or reliability issues to the Utility's electric distribution system.

The Utility will notify the QF before it stops purchasing electricity in this way:

—.

13. The QF will keep in force general liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be \$ _____. (The amount must be consistent with the distributed generation tariff adopted by the Utility pursuant to Minnesota Statutes §216B.1611, subdivision 3, clause 2.)
14. The QF and the Utility agree to attempt to resolve all disputes arising hereunder promptly and in a good faith manner.
15. The city council or city-appointed body governing the Utility has authority to consider and determine disputes, if any, that arise under this contract in accordance with procedures in the rules it adopts implementing Minnesota Statute §216B.164, pursuant to §216B.164, subdivision 9.
16. This contract becomes effective as soon as it is signed by the QF and the Utility. This contract will remain in force until either the QF or the Utility gives written notice to the other that the contract is canceled. This contract will be canceled thirty (30) days after notice is given. If the listed electric generating facilities are not interconnected to the Utility's distribution system within twelve months of the contract being signed by the QF and the Utility, the contract terminates. The QF and the Utility may delay termination by mutual agreement.
17. Neither the QF nor the Utility will be considered in default as to any obligation if the QF or the Utility is prevented from fulfilling the obligation due to an act of God, labor disturbance, act of public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or other cause beyond the QF's or Utility's control. However, the QF or Utility whose performance under this contract is hindered by such an event shall make all reasonable efforts to perform its obligations.
18. This contract can only be amended or modified by mutual agreement in writing signed by the QF and the Utility.

- 19.** The QF must notify the Utility prior to any change in the electric generating facilities' capacity size or generating technology according to the interconnection process adopted by the Utility.
- 20.** Termination of this contract is allowed (i) by the QF at any time without restriction; (ii) by Mutual Agreement between the Utility and the QF; (iii) upon abandonment or removal of electric generating facilities by the QF; (iv) by the Utility if the electric generating facilities are continuously non-operational for any twelve (12) consecutive month period; (v) by the Utility if the QF fails to comply with applicable interconnection design requirements or fails to remedy a violation of the interconnection process; or (vi) by the Utility upon breach of this contract by the QF unless cured with notice of cure received by the Utility prior to termination.
- 21.** In the event this contract is terminated, the Utility shall have the rights to disconnect its facilities or direct the QF to disconnect its generating facilities.
- 22.** This contract shall continue in effect after termination to the extent necessary to allow either the Utility or the QF to fulfill rights or obligations that arose under the contract.
- 23.** Transfer of ownership of the generating facilities shall require the new owners and the Utility to execute a new contract. Upon the execution of a new contract with the new owners this contract shall be terminated.
- 24.** The QF and the Utility shall at all times indemnify, defend, and save each other harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the QF's or the Utility's performance of its obligations under this contract, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the QF or the Utility.
- 25.** The Utility and the QF will each be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof.
- 26.** The QF's and the Utility's liability to each other for failure to perform its obligations under this contract shall be limited to the amount of direct damage actually occurred. In no event, shall the QF or the Utility be liable to each other for any punitive, incidental, indirect, special, or consequential damages of any

kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

27. The Utility does not give any warranty, expressed or implied, to the adequacy, safety, or other characteristics of the QF's interconnected system.
28. This contract contains all the agreements made between the QF and the Utility. The QF and Utility are not responsible other than those stated in this contract.

THE QF AND THE UTILITY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE LISTED BY SIGNER.

QF

By: _____

Printed Name: _____

DATE: _____

UTILITY

By: _____

Printed Name: _____

DATE: _____

Contract Version: **January 25, 2021**

CITY OF CHASKA



DISTRIBUTED ENERGY RESOURCE INTERCONNECTION PROCESS

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*Detroit Lakes Public Utility's 29.3 kW Select Solar
Community Solar Garden
Detroit Lakes, MN*

INTERCONNECTION PROCESS

Process Overview

ABSTRACT

Information for interconnecting all Distributed Energy Resources smaller than 10 megawatts in size to the utility distribution system.

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Foreword

The State of Minnesota currently has interconnection process standards in effect to address the interconnection of distributed energy resources (DER) to the distribution grid. Under Minnesota Statute §216B.1611, cooperatives and municipals shall adopt an interconnection process that addresses the same issues as the interconnection process approved by the Minnesota Public Utilities Commission. The City of Chaska Electric Department Distributed Energy Resources Interconnection Process (Interconnection Process) applies to any DER no larger than 10-megawatts (MW) AC interconnecting to and operating in parallel City of Chaska Electric Department's distribution system in Minnesota. This interconnection process document is designed to be customer-centric when explaining the steps and details to interconnect DER systems to the distribution grid.

The Interconnection Process is comprised of four manuals: 1) Process Overview, 2) Simplified Process, 3) Fast Track Process, and 4) Study Process and also contains several forms, including a final Interconnection Agreement. For the majority of DER interconnections, only the Process Overview and the Simplified Process manuals will apply. For larger and more complex DER interconnections, the Fast Track Process or the Study Process may apply.

As part of the Interconnection Process, an Interconnection Agreement is to be executed prior to interconnecting a DER system to the utility distribution grid. For most DER interconnections, the utility's Contract for Cogeneration and Small Power Production Facilities (Uniform Contract) will be used. For DER systems that do not fall under the terms of the Uniform Contract, the Municipal Minnesota Interconnection Agreement (MMIA) will apply.

The process to interconnect a DER system to the distribution grid starts with the submission of an Interconnection Application. Each track has different information that is requested in the application and the non-refundable interconnection application fees will vary. Both the electric utility and the interconnecting customer have timelines that are enforced to ensure a timely application review, contract execution and interconnection commissioning.

The key to a successful interconnection of a DER system is communication between all parties. Timely submission of the Interconnection Application prior to the purchase and installation of a DER system is strongly recommended. The Utility encourages customers to ask questions throughout the interconnection process. Interconnecting DER system to the distribution grid is not an effortless process, but it does not need to be a problematic process either.

1 Key Terminology

1.1. Distributed Energy Resource

Distributed Energy Resources, DER, were often referred to in past interconnection processes as Distributed Generation, DG, and on occasion also interchanged with the term Qualifying Facility, QF. This Interconnection Process uses the term DER to address all types of generation and energy resources that can be interconnected to the electric Distribution System. DER technologies can include photovoltaic solar systems, wind turbines, storage batteries or diesel generators and are not limited to renewable types of technologies.

1.2. Point of Common Coupling (PCC) / Point of DER Connection (POC)

DER systems often reside behind the utility's revenue meter of a residence or business. The meter is normally the point of demarcation between the utility-owned equipment and the customer-owned equipment. The term Point of Common Coupling, PCC, is the demarcation location between the utility and the customer.

The Point of DER Connection, PoC, can be different from the PCC. The PoC is the location where a DER system would interconnect to the electrical system normally owned by the customer. For example, the PoC for a rooftop photovoltaic solar system may be the main electrical panel in a customer's home.

1.3. Capacity

Throughout the Interconnection Process will be references to the capacity of the DER system. In most cases, the capacity listed is referring to the Nameplate Capacity of the DER system. All capacity references will be in alternating current, AC.

There can be multiple DER systems with different PoCs that all have the same PCC submitted on a single interconnection application. The capacity for this type of interconnection would be the aggregate Nameplate Capacity of all DER systems at the individual PoCs. Additional examples of DER system arrangements can be seen in Section 13 under the definition of Point of Common Coupling.

2 Roles

2.1. Overview

During the interconnection process for a proposed DER system, there may be multiple entities involved in the application, approval and commissioning processes. The main entities that are involved during the Interconnection Process for a proposed DER system are the Interconnection Customer, the Application Agent and the DER Interconnection Coordinator. Official definitions of each entity are defined in the Glossary (Section 13). Additional details are explained in the subsections below.

2.2. DER Interconnection Coordinator

The utility is referred to as the Area Electric Power Supply Operator in this Interconnection Process. The Area EPS Operator shall designate a DER Interconnection Coordinator to serve as a single point of contact from which general information on the application process may be obtained. The DER Interconnection Coordinator shall be available to provide coordination assistance with the Interconnection Customer but is not responsible for directly answering or resolving all of the issues involved in review and implementation of the interconnection process and standards.

The contact information of the DER Interconnection Coordinator will be posted on the Area EPS Operator's website if feasible, or available from the utility.

2.3. Interconnection Customer

The owner of the proposed DER system and the entity requesting interconnection to the distribution system.

2.4. Application Agent

The Interconnection Customer may designate, on the Interconnection Application or in writing after the application has been submitted, an Application Agent to serve as a single point of contact to coordinate with the DER Interconnection Coordinator on their behalf. Designation of an Application Agent does not absolve the Interconnection Customer from signing application documents and the responsibilities outlined in the Interconnection Process or in interconnection agreements. DER vendors, project managers or electricians are common entities that the Interconnection Customer may designate to perform this role.

2.5. Engineering Roles

Either party may designate a specific person to be a single point of contact to provide technical expertise during the Interconnection Process for themselves or their organization. The person to supply engineering expertise may be a third party such as an engineering consultant or manufacturer's engineer.

3 Processes

3.1. Overview

The Interconnection Process applies to any DER no larger than 10 MW AC interconnecting to and operating in parallel with an Area EPS distribution system in Minnesota. Interested parties with plans to interconnect DER systems larger than 10 MW AC to the distribution system should contact the Area EPS Operator for a case-specific interconnection process. Federal Energy Regulatory Commission's (FERC) interconnection process will supersede any

SCHEDULE 3 – INTERCONNECTION PROCESS, TECHNICAL REQUIREMENTS, AND OPERATING PROCEDURES

interconnection process the Area EPS Operator has for DER system interconnections that fall under the jurisdiction of FERC.

The Interconnection Process for DER is broken into three different tracks; the Simplified Process, the Fast Track Process, and the Study Process. The general classification of each track is summarized in Table 3.1 below.

Table 3.1. Interconnection Process Tracks

Track	DER Technology	Size Limitations
Simplified Process	Certified Inverter only	20 kW AC
Fast Track Process	All types	5 MW AC
Study Process	All types	10 MW AC

If engineering screens are failed during the application process, a proposed DER interconnection may be moved into a different track. When a proposed DER interconnection is moved into a different track, additional information may be requested and additional fees may apply.

3.2. Importance of Process Timelines

It is very important to pay attention to timelines listed for each process track. The timelines exist for an orderly and efficient process to interconnect DER systems to the Distribution System. If a timeline is missed by an Interconnection Customer, without the Interconnection Customer requesting a Timeline Extension explained in Section 10, the Interconnection Application will be deemed withdrawn by the Area EPS Operator.

The Area EPS Operator also needs to abide by the timelines listed for each process track. The process for an Area EPS Operator to request Timeline Extensions is also addressed in Section 10.

Unless otherwise stated, all time frames are measured in Business Days. For purpose of measuring these time intervals, the time shall be computed so as to exclude the first and include the last day of the prescribed duration of time. Any communication sent or received after 4:30 p.m. Central Prevailing Time or on a Saturday, Sunday or Holiday shall be considered to be sent on the next Business Day.

3.3. Simplified Process

An application to interconnect a certified¹, inverter-based DER system no larger than 20 kilowatts (kW) shall be evaluated under the Simplified Process. A common form of DER inverter certification is UL 1741. Proposed DER systems that require Area EPS system modifications to accommodate the interconnection do not qualify for the Simplified Process. A transformer change, fusing upgrades or line extensions are common examples of Area EPS system modification. Simplified Process eligibility does not imply or indicate the Interconnection Application will pass the initial review screens. Failure to pass the screens will route the Interconnection Application to the Fast Track Process.

3.4. Fast Track Process

An application to interconnect a DER shall be evaluated under the Fast Track Process if the eligibility requirements are not exceeded in Table 3.2 and the application does not qualify for the Simplified Process. Fast Track eligibility for DERs is determined based upon the generator type, the size of the generator, voltage of the line, and the location and type of line at the Point of Common Coupling, (PCC). All synchronous and induction machines must be no larger than 2 MW to be eligible for Fast Track Process consideration.

Table 3.2. Fast Track Eligibility for DER

Line Voltage	Fast Track Eligibility² Regardless of Location	Fast Track Eligibility for certified, inverter-based DER on a Mainline³ and ≤ 2.5 Electrical Circuit Miles from Substation⁴
< 5 kV	≤ 500 kW	≤ 500 kW
≥ 5 kV and < 15 kV	≤ 1 MW	≤ 2 MW
≥ 15 kV and < 30 kV	≤ 2 MW	≤ 4 MW
≥ 30 kV and ≤ 69 kV	≤ 4 MW	≤ 5 MW

In addition to the size threshold, the Interconnection Customer's proposed DER must meet the codes, standards and certification requirements found in Section 15 and Section 14.

¹ Additional information regarding certified equipment is found in Sections 14 and 15.

² Synchronous and induction machine eligibility is limited to no more than 2 MW even when line voltage is greater than 15 kV.

³ For purposes of this table, a Mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 266 kcmil, 336.4 kcmil, 397.5 kcmil, 477 kcmil and 795 kcmil.

⁴ An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report described in Section 5.

3.5. Study Process

An application to interconnect a DER that does not meet the Simplified Process or Fast Track Process eligibility requirements or does not pass the review as described in either process, shall be evaluated under the Study Process.

3.6. Process Assistance

Prior to submitting an Interconnection Application, the Interconnection Customer may ask the Area EPS Operator's DER Interconnection Coordinator which process track a proposed interconnection is subject to and about additional details regarding each process track.

An Interconnection Customer can obtain, through an informal request, general information about the Interconnection Process and about potentially Affected System(s) for a proposed interconnection at a specific location. The existing electric system information provided to the Interconnection Customer should include relevant system study results, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Area EPS Operator's System. Information will be provided to the extent such provision does not violate the privacy policies of the Area EPS Operator, confidentiality provisions of prior agreements or critical infrastructure requirements. The Area EPS Operator shall comply with reasonable requests for such information.

4 Interconnection Application

4.1. Overview

Each process track has different information that needs to be provided to the Area EPS Operator. Table 4.1 indicates which application is to be completed in its entirety and submitted to the Area EPS Operator to start the interconnection process for the proposed DER system.

Table 4.1. Interconnection Application

Process Track	Application
Simplified	Simplified Interconnection Application
Fast Track	Standard Interconnection Application
Study	Standard Interconnection Application

The Area EPS Operator will provide all necessary Interconnection Applications, Interconnection Process documents and sample interconnection agreements on its website if possible. The Area EPS Operator will also accept Interconnection Applications submitted electronically either through a web portal or to an email address specified by the Area EPS Operator. The Area EPS Operator may allow the Interconnection Application to be submitted with an electronic signature.

4.2. Availability of Information

The Area EPS Operator will provide all necessary Interconnection Applications, Interconnection Process documents and sample interconnection agreements on its website if possible. If a website is not available, the applicable documents will be readily available at the Area EPS Operator's main office.

The Area EPS Operator will establish a public queue of active interconnection applications on its website once the Area EPS Operator has received at least 40 completed Interconnection Applications in a year. The public queue will be updated, at minimum, on a monthly basis.

4.3. Interconnection Application Process Fees

Each Interconnection Application submitted to the Area EPS Operator must include the appropriate interconnection application process fee prior to the Area EPS Operator reviewing the Interconnection Application. The required process fee for each process track is listed in Table 4.2.

Table 4.2. Interconnection Application Process Fee

Process Track		Process Fee
Simplified		\$100
Fast Track	Certified ⁵ System	\$100 + \$1/kW
	Non-Certified System	\$100 + \$2/kW
Study		\$1,000 + \$2/kW down payment. Additional study fees may apply.

4.4. Application Review Timelines

The Interconnection Application shall be date- and time-stamped upon initial, and if necessary, resubmission receipt. The Area EPS Operator shall notify the Interconnection Customer if the Interconnection Application is deemed incomplete within ten (10) Business Days. This notification shall include a written list detailing all information that must be provided to complete the Interconnection Application. Depending on the process track the Interconnection Customer has between five (5) and ten (10) Business Days to provide the missing information unless additional time is requested with valid reasons. Failure to submit the requested information within the stated timeline will result in the Interconnection Application being withdrawn.

An Interconnection Application will be deemed complete upon submission to the Area EPS Operator when all documents, fees and information required with the Interconnection Application adhering to Minnesota Technical Requirements are included. The time- and date-

⁵ Additional information regarding certified equipment is found in Sections 14 and 15.

stamp of the completed Interconnection Application shall be accepted as the qualifying date for purposes of establishing a queue position as described in Section 4.7.

Depending on the process track the Area EPS Operator has either a total of twenty (20) Business Days or twenty-five (25) Business Days to complete the Interconnection Application review and submit notice back to the Interconnection Customer stating the proposed DER system may proceed with the interconnection process or the proposed DER system requires additional engineering studies. The period of time when waiting for the Interconnection Customer to provide missing information is not included in the Area EPS Operator's twenty (20) Business Days or twenty-five (25) Business Days review timeline.

4.5. Comparability

The Area EPS Operator shall receive, process and analyze all Interconnection Applications in a timely manner. The Area EPS Operator shall use the same Reasonable Efforts in processing and analyzing Interconnection Applications from all Interconnection Customers.

4.6. Changing Process Queues

During the review of the initially submitted Interconnection Application for the proposed DER system, the Area EPS Operator may determine the proposed DER system should be in a different process track. For proposed DER systems that are moved into a different process track after submittal of the initial application, the difference between the originally submitted processing fee and the current process track's processing fee will be assessed. In addition, the Area EPS Operator may request the Interconnection Customer to provide additional information regarding the proposed DER system.

4.7. Queue Position

The Area EPS Operator shall maintain a single, administrative queue and may manage the queue by geographical region. The queue position of each completed Interconnection Application is used to determine the engineering review. The queue position is also used to determine the cost responsibility for system upgrades necessary to accommodate the interconnection.

An Interconnection Application will retain its queue number even when it is moved into a different process track. An Interconnection Application can lose its queue position if the Interconnection Customer misses timelines in the applicable process track. The Interconnection Customer and Area EPS Operator have the opportunity to request timeline extensions which are explained in detail in Section 10.

4.8. Site Control

Documentation of site control must be submitted with the Interconnection Application. Site control may be demonstrated by any of the following:

SCHEDULE 3 – INTERCONNECTION PROCESS, TECHNICAL REQUIREMENTS, AND OPERATING PROCEDURES

- Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the DER system.
- An option to purchase or acquire a leasehold site for constructing the DER system.
- An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant to the Interconnection Customer the right to possess or occupy a site for constructing the DER system.

For DER in the Simplified Process, proof of site control may be demonstrated by the site owner's signature on the Simplified Interconnection Application.

5 Pre-Application Report

5.1. Pre-Application Report Requests

The Interconnection Customer may submit a Pre-Application Report Request, including a non-refundable fee of \$300, for a Pre-Application Report on a proposed project at a specific site. The Interconnection Customer must fill out the Pre-Application Request form as completely as possible. The Area EPS Operator shall provide the readily available data listed in Section 5.3 within fifteen (15) Business Days of receipt of a completed request form and payment. The Pre-Application Report produced by the Area EPS Operator is non-binding, does not confer any rights, and does not preclude the Interconnection Customer from any interconnection process steps including submission of the Interconnection Application.

5.2. Information Provided

Using the information provided in the Pre-Application Report Request form, the Area EPS Operator will identify the substation/area bus, bank or circuit likely to serve the proposed PCC. This selection by the Area EPS Operator does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional Pre-Application Reports if information about multiple PCCs is requested.

The Pre-Application Report will only include existing data. A request for a Pre-Application Report does not obligate the Area EPS Operator to conduct a study or other analysis of the proposed DER in the event that data is not readily available. The Area EPS Operator will provide the Interconnection Customer with the data that is available. The confidentiality provisions in Section 12.1 apply to Pre-Application Reports.

5.3. Pre-Application Report Components

The Pre-Application Report shall include the following pieces of information provided the data currently exists and is readily available.

SCHEDULE 3 – INTERCONNECTION PROCESS, TECHNICAL REQUIREMENTS, AND OPERATING PROCEDURES

- Total capacity (in megawatts (MW)) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Common Coupling.
- Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Common Coupling.
- Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Common Coupling.
- Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Common Coupling (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).
- Substation nominal distribution voltage and/or transmission nominal voltage if applicable.
- Nominal distribution circuit voltage at the proposed Point of Common Coupling.
- Approximate circuit distance between the proposed Point of Common Coupling and the substation.
- Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load and absolute minimum load, when available.
- Whether the Point of Common Coupling is located behind a line voltage regulator.
- Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Common Coupling and the substation/area. Identify whether the substation has a load tap changer.
- Number of phases available on the Area EPS medium voltage system at the proposed Point of Common Coupling. If a single phase, distance from the three-phase circuit.
- Limiting conductor ratings from the proposed Point of Common Coupling to the distribution substation.

- Whether the Point of Common Coupling is located on a spot network, grid network, or radial supply.
- Based on the proposed Point of Common Coupling, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

6 Capacity of the Distributed Energy Resources

6.1. Existing DER System Expansion

If the Interconnection Application is for an increase in capacity to an existing DER system, the Interconnection Application shall be evaluated on the basis of the total new alternating current (AC) capacity of the DER. The maximum capacity for the DER shall be the aggregate maximum Nameplate Rating unless the conditions in Section 6.3 are met.

6.2. New DER Systems

An Interconnection Application for a DER that includes multiple energy production devices, (i.e. solar and storage), at a site for which the Interconnection Customer seeks a simple Point of Common Coupling, shall be evaluated on the basis of the aggregated maximum Nameplate Rating unless the conditions in Section 6.3 are met.

6.3. Limited Capacity

A DER system may include devices, (i.e. control systems, power relays or other similar device settings), that can limit the maximum capacity at which the DER system can generate into the Area EPS Operator's distribution system. For DER system that include capacity limited devices, the Interconnection Customer must obtain the Area EPS Operator's agreement to consider the DER system with the Nameplate Rating as the limited capacity. The Area EPS Operator's agreement shall not be unreasonably withheld provided proper documentation is provided showing the effective limit active power output will not adversely affect the safety and reliability of the Area EPS Operator's distribution system. If the Area EPS Operator does not agree, the Interconnection Application must be withdrawn or revised to specify the maximum capacity that the DER system is capable of injecting into the Area EPS Operator's distribution system without such limitations. Nothing in this section shall prevent the Area EPS Operator from considering a higher output, (i.e. aggregate Nameplate Rating), if the limitations do not provide adequate assurance, when evaluating the system impacts.

7 Modification to Interconnection Applications

7.1. Procedures

At any time after the Interconnection Application is deemed complete, the Interconnection Customer or the Area EPS Operator may identify modifications to the proposed DER system

SCHEDULE 3 – INTERCONNECTION PROCESS, TECHNICAL REQUIREMENTS, AND OPERATING PROCEDURES

that may improve costs and benefits (including reliability) of the proposed DER system and the ability for the Area EPS Operator to accommodate the proposed DER system. The Interconnection Customer shall submit to the Area EPS Operator in writing all proposed modifications to any information provided in the Interconnection Application. The Area EPS Operator cannot unilaterally modify the Interconnection Application.

Additional information regarding modifications to interconnection applications is found in each process track document.

8 Interconnection Agreements

8.1. Timelines

After the Interconnection Application has been approved by the Area EPS Operator, the Area EPS Operator shall provide the Interconnection Customer with an executable Interconnection Agreement within five (5) Business Days. The Interconnection Customer shall have thirty (30) Business Days to sign and return the Interconnection Agreement to the Area EPS Operator. The Area EPS Operator shall sign the Interconnection Agreement within five (5) business days after receiving the signed Interconnection Agreement from the Interconnection Customer.

If the Interconnection Customer fails to return a signed Interconnection Agreement to the Area EPS Operator within thirty (30) Business Days and fails to request an extension as explained in Section 10, the Interconnection Application will be deemed withdrawn.

8.2. Types of Agreements

There are two main types of Interconnection Agreements that may be executed with an approved Interconnection Application. In general, Interconnection Customers with a proposed DER system that qualifies for the Simplified Process track will sign the Area EPS Operator's Uniform Contract for Cogeneration and Small Power Production Facilities (Uniform Contract). Proposed DER systems less than 100 kW that are under the Fast Track process may also sign the Uniform Contract. All other sized DER system will sign the Municipal Minnesota Interconnection Agreement (MMIA). Area EPS Operators who do not purchase the excess generation of the proposed DER system will also require the MMIA to be executed for any size of DER system.

Table 8.1. Interconnection Agreements

Process Track		Interconnection Agreement
Simplified		Uniform Contract
Fast Track	Qualifies for Net Energy Billing	Uniform Contract
	Less than 100 kW & Area EPS Agrees to Purchase Excess Generation	Uniform Contract
	All Other DER systems	MMIA
Study		MMIA

Interconnection Customers may choose to sign the MMIA in lieu of the Uniform Contract. A separate power purchase agreement will also need to be executed if the Uniform Contract is not utilized. Interconnection of the proposed DER system will not occur until a signed Uniform Contract or the MMIA is returned to the Area EPS Operator no later than five (5) days prior to scheduled testing and inspection.

9 Interconnection

9.1. Metering

Any metering requirements necessitated by the use of the DER system shall be installed at the Interconnection Customer's expense. The metering requirement costs will be included in the final invoice of interconnection costs to the Interconnection Customer. The Interconnection Customer is also responsible for metering replacement costs not covered in the Interconnection Customer's general customer charge. The Area EPS Operator may charge Interconnection Customers an ongoing metering-related charge for an estimate of ongoing metering-related costs specifically demonstrated.

9.2. Inspection, Testing and Commissioning

The Interconnection Customer shall arrange for the inspection and testing of the DER system and the Customer's Interconnection Facilities prior to interconnection pursuant to Minnesota Technical Requirements. Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards of Minnesota's Technical Requirements and Section 15.

The Interconnection Customer shall notify the Area EPS Operator of testing and inspection no fewer than five (5) Business Days in advance, or as may be agreed to by the Parties. Depending on the process track, either a Certificate of Completion or a testing procedure shall be submitted to the Area EPS Operator prior to the testing and inspection date. The Area EPS Operator shall send qualified personnel to the DER site to inspect the interconnection and witness the testing. Testing and inspection shall occur on a Business Day at a mutually agreed upon time and date. The Area EPS Operator may waive the right to witness the testing.

9.3. Interconnection Costs

The Interconnection Customer shall pay for the actual cost of the Interconnection Facilities and Distribution Upgrades along with the Area EPS Operator's cost to commission the proposed DER system. An estimate of the interconnection costs shall be stated in the Uniform Contract or MMIA.

9.4. Technical Requirements

The Area EPS Operator shall use Reasonable Efforts to provide the Interconnection Customer the Minnesota Technical Requirements by providing the document with the notice of approval

of the interconnection application or by providing a website link to the document. Additionally, the Area EPS Operator shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. Unless notified by the Area EPS Operator, the Interconnection Customer only needs to be in compliance with the current version of the Minnesota Technical Requirements at the time of interconnection.

9.5. Authorization for Parallel Operations

The Interconnection Customer shall not operate its DER system in parallel with the Area EPS Operator's distribution system without prior written authorization from the Area EPS Operator. The Area EPS Operator shall provide such authorization within three (3) Business Days from when the Area EPS Operator receives notification that the Interconnection Customer has complied with all applicable parallel operations requirements; the completion of a successful testing and inspection of the DER system and all payments for issued bills related to the interconnection process that are past due have been paid in full. Such authorization shall not be unreasonably withheld, conditioned or delayed.

10 Extension of Timelines

10.1. Reasonable Efforts

The Area EPS Operator shall make Reasonable Efforts to meet all time frames provided in these procedures. If the Area EPS Operator cannot meet a deadline provided herein, it must notify the Interconnection Customer in writing within three (3) Business Days after the deadline to explain the reason for the failure to meet the deadline and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

10.2. Extensions

For applicable time frames described in these procedures, the Interconnection Customer may request, in writing, one extension equivalent to half of the time originally allotted (e.g., ten (10) Business Days for a twenty (20) Business Days original time frame) which the Area EPS Operator may not unreasonably refuse. No further extensions for the applicable time frame shall be granted absent a Force Majeure Event or other similarly extraordinary circumstance.

11 Disputes

11.1. Procedures

The Parties agree to make good faith efforts to attempt to resolve all disputes arising out of the interconnection process and associated study and Interconnection Agreements. The Parties agree to follow the established dispute resolution policy adopted by the Area EPS Operator.

12 Clauses

12.1. Confidentiality

Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated “Confidential.” For purposes of these procedures, design, operating specifications, and metering data provided by the Interconnection Customer may be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such. If requested by either Party, the other Party shall provide in writing the basis for asserting that the information warrants confidential treatment. Parties providing a Governmental Authority trade secret, or privileged or otherwise not public or nonpublic data under Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, shall identify such data consistent with the Commission’s September 1, 1999 Revised Procedures for Handling Trade Secret and Privileged Data available online at: <https://mn.gov/puc/puc-documents/#4>.

Confidential Information does not include information previously in the public domain with proper authorization, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be publicly divulged in an action to enforce these procedures. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without prior written authorization from the Party providing that information, except to fulfill obligations under these procedures, or to fulfill legal or regulatory requirements that could not otherwise be fulfilled by not making the information public.

Each Party shall hold in confidence and shall not disclose Confidential Information, to any person (except employees, officers, representatives and agents, who agree to be bound by this section). Confidential Information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral disposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver the Party shall disclose such confidential information which, in the opinion of its counsel, the party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any confidential information furnished.

Critical infrastructure information or information that is deemed or otherwise designated by a Party as Critical Energy/Electric Infrastructure Information (CEII) pursuant to FERC regulation, [18 C.F.R. §388.133](#), as may be amended from time to time, may be subject to further protections for disclosure as required by FERC or FERC regulations or orders and the disclosing

Party's CEII policies. Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages and may seek other remedies available at law or in equity for breach of this provision.

12.2. Non-Warranty

The Area EPS Operator does not give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, operated, installed or maintained by the Interconnection Customer, including without limitation the DER and any structures, equipment, wires, appliances or devices not owned, operated or maintained by the Area EPS Operator. The Area EPS Operator does not guarantee uninterrupted power supply to the DER and will operate the Distribution System with the same reliability standards for the entire customer base.

12.3. Indemnification

Each Party is protected from liability incurred to third parties as a result of carrying out the provisions of this interconnection process and subsequent interconnection agreements. The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the indemnified Party, but the indemnifying Party's liability to indemnify the indemnified Party shall be reduced in proportion to the percentage by which the indemnified Party's negligent or intentional acts, errors or omissions caused the damages.

Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

SCHEDULE 3 – INTERCONNECTION PROCESS, TECHNICAL REQUIREMENTS, AND OPERATING PROCEDURES

If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

12.4. Limitation of Liability

Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for an indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under in Section 12.3.

13 Glossary

Affected System – Another Area EPS Operator’s System, Transmission Owner’s Transmission System, or Transmission System connected generation which may be affected by the proposed interconnection.

Applicant Agent – A person designated in writing by the Interconnection Customer to represent or provide information to the Area EPS on the Interconnection Customer’s behalf throughout the interconnection process.

Area EPS – The electric power distribution system connected at the Point of Common Coupling.

Area EPS Operator – An entity that owns, controls, or operates the electric power distribution systems that are used for the provision of electric service in Minnesota. For this Interconnection Process the Area EPS Operator is City of Chaska Electric Department.

Business Day – Monday through Friday, excluding Holidays as defined by [Minn. Stat. §645.44, Subdivision 5. Any communication to have been sent or received after 4:30 p.m. Central Prevailing Time or on a Saturday, Sunday or holiday shall be considered to have been sent on the next Business Day.](#)

Certified Equipment – Certified equipment is equipment that has been tested by a nationally recognized lab meeting a specific standard. For DER systems, a UL 1741 listing is a common form of DER inverter certification. Additional information is contained in Sections 14 and 15.

Confidential Information – Any confidential and/or proprietary information provided by one Party to the other Party and is clearly marked or otherwise designated “Confidential.” All procedures, design, operating specifications, and metering data provided by the Interconnection Customer may be deemed Confidential Information. See Section 12.1 for further information.

Distributed Energy Resource (DER) – A source of electric power that is not directly connected to a bulk power system or central station service. DER includes both generators and energy storage technologies capable of exporting active power to an EPS. An interconnection system or a supplemental DER device that is necessary for compliance with this standard is part of a DER. For the purpose of the Interconnection Process and interconnection agreements, the DER includes the Customer’s Interconnection Facilities but shall not include the Area EPS Operator’s Interconnection Facilities.

Distribution System – The Area EPS facilities which are not part of the Local EPS, Transmission System or any generation system.

Distribution Upgrades – The additions, modifications, and upgrades to the Distribution System at or beyond the Point of Common Coupling to facilitate interconnection of the DER and render the distribution service necessary to effect the Interconnection Customer’s connection to the Distribution System. Distribution Upgrades do not include Interconnection Facilities.

Electric Power System (EPS) – The facilities that deliver electric power to a load.

Fast Track Process – The procedure as described in the Interconnection Process - Fast Track Process for evaluating an Interconnection Application for a DER that meets the eligibility requirements of Section 3.4.

SCHEDULE 3 – INTERCONNECTION PROCESS, TECHNICAL REQUIREMENTS, AND OPERATING PROCEDURES

Force Majeure Event – An act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or another cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and act which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Area EPS Operator, or any Affiliate thereof. The governing authority of the municipal utility is the authority governing interconnection requirements unless otherwise provided for in the Minnesota Technical Requirements.

Interconnection Agreement – The terms and conditions between the Area EPS Operator and Interconnection Customer (Parties). See Section 8 for when the Uniform Contract or Municipal Minnesota Interconnection Agreement applies.

Interconnection Application – The Standard or Simplified Interconnection Application, as applicable, pursuant to Section 4.

Interconnection Customer – The person or entity, including the Area EPS Operator, who will be the owner of the DER and who proposes to interconnect a DER(s) with the Area EPS Operator's Distribution System. The Interconnection Customer is responsible for ensuring the DER(s) is designed, operated and maintained in compliance with the Minnesota Technical Requirements.

Interconnection Facilities – The Area EPS Operator's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the DER and the Point of Common Coupling, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the DER to the Area EPS Operator's System. Some examples of Customer Interconnection Facilities include supplemental DER devices, inverters, and associated wiring and cables up to the Point of DER Connection. Some examples of Area EPS Operator Interconnection Facilities include sole use facilities; such as, line extensions, controls, relays, switches, breakers, transformers and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Process – The Area EPS Operator's interconnection standards in this document.

SCHEDULE 3 – INTERCONNECTION PROCESS, TECHNICAL REQUIREMENTS, AND OPERATING PROCEDURES

Material Modification – A modification to machine data, equipment configuration or to the interconnection site of the DER at any time after receiving notification by the Area EPS Operator of a complete Interconnection Application that has a material impact on the cost, timing, or design of any Interconnection Facilities or Upgrades, or a material impact on the cost, timing or design of any Interconnection Application with a later Queue Position or the safety or reliability of the Area EPS.⁶

MN Technical Requirements – The term including all of the DER technical interconnection requirement documents for the state of Minnesota; including Attachment 2 Distributed Generation Interconnection Requirements established in the Commission’s September 28, 2004 Order in E-999/CI-01-1023) until superseded and upon Commission approval of updated Minnesota DER Technical Interconnection and Interoperability Requirements in E-999/CI-16-521.

Nameplate Rating – nominal voltage (V), current (A), maximum active power (kWac), apparent power (kVA), and reactive power (kVar) at which a DER is capable of sustained operation. For a Local EPS with multiple DER units, the aggregate nameplate rating is equal to the sum of all DERs nameplate rating in the Local EPS. For purposes of the Attachment V in the Interconnection Agreement, the DER system’s capacity may, with the Area EPS’s agreement, be limited through use of control systems, power relays or similar device settings or adjustments as identified in IEEE 1547. The nameplate ratings referenced in the Interconnection Process are alternating current nameplate DER ratings at the Point of DER Coupling.

Network Upgrades – Additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the DER interconnects with the Area EPS Operator’s System to accommodate the interconnection with the DER to the Area EPS Operator’s System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to the Transmission Provider’s technical requirements or Minnesota Technical Requirements, including those set forth in the Interconnection Agreement.

Party or Parties – The Area EPS Operator and the Interconnection Customer.

Point of Common Coupling (PCC) – The point where the Interconnection Facilities connect with the Area EPS Operator’s Distribution System. See figure 1. Equivalent, in most cases, to “service point” as

⁶ A Material Modification shall include, but may not be limited to, a modification from the approved Interconnection Application that: (1) changes the physical location of the point of common coupling such that it is likely to have an impact on technical review; (2) increases the nameplate rating or output characteristics of the Distributed Energy Resource; (3) changes or replaces generating equipment, such as generator(s), inverter(s), transformers, relaying, controls, etc., and substitutes equipment that is not like-kind substitution in certification, size, ratings, impedances, efficiencies or capabilities of the equipment; (4) changes transformer connection(s) or grounding; and/or (5) changes to a certified inverter with different specifications or different inverter control settings or configuration. A Material Modification shall not include a modification from the approved Interconnection Application that: (1) changes the ownership of a Distributed Energy Resource; (2) changes the address of the Distributed Energy Resource, so long as the physical point of common coupling remains the same; (3) changes or replaces generating equipment such as generator(s), inverter(s), solar panel(s), transformers, relaying, controls, etc. and substitutes equipment that is a like-kind substitution in certification, size, ratings, impedances, efficiencies or capabilities of the equipment; and/or (4) increases the DC/AC ratio but does not increase the maximum AC output capability of the Distributed Energy Resource in a way that is likely to have an impact on technical review.

SCHEDULE 3 – INTERCONNECTION PROCESS, TECHNICAL REQUIREMENTS, AND OPERATING PROCEDURES

specified by the Area EPS Operator and described in the National Electrical Code and the National Electrical Safety Code.

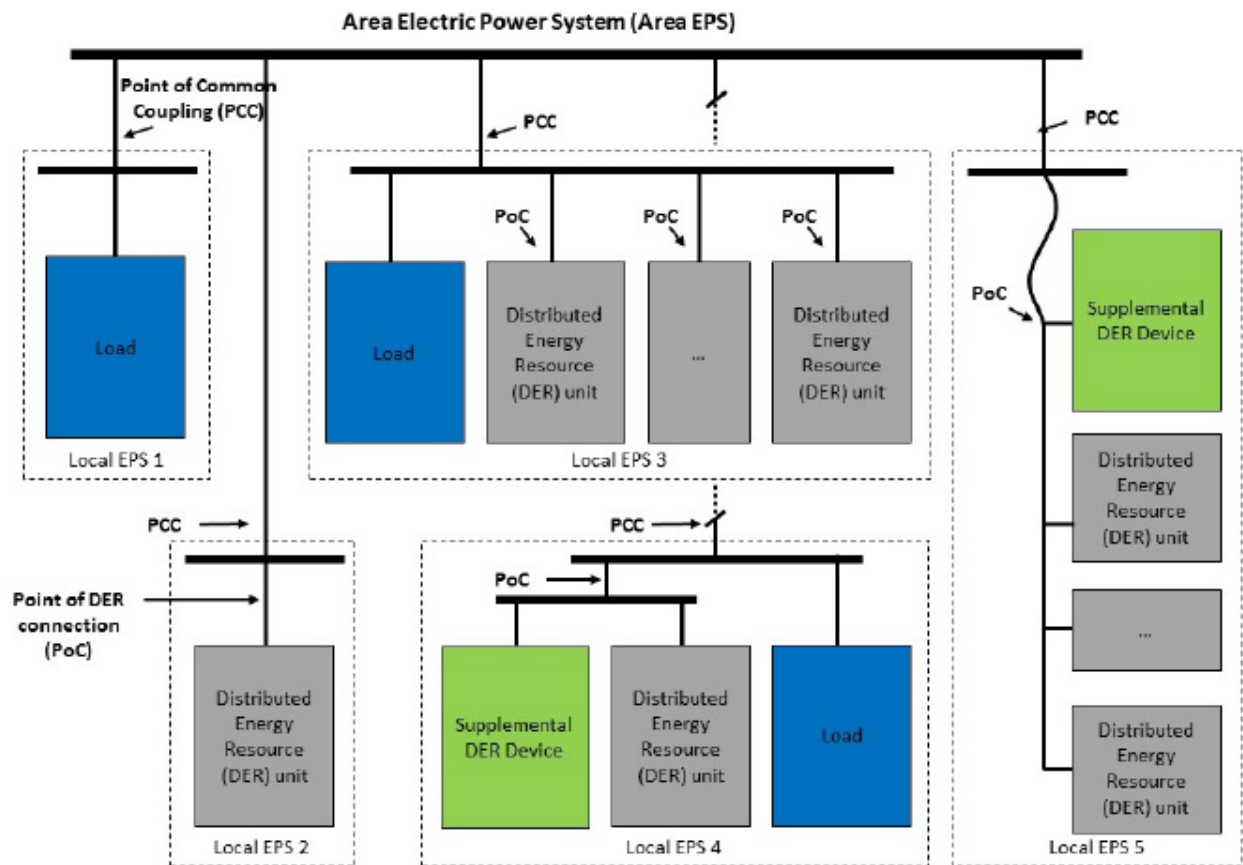


Figure 1: Point of Common Coupling and Point of DER Connection (Source: IEEE 1547)

Point of DER Connection (PoC) – When identified as the Reference Point of Applicability, the point where an individual DER is electrically connected in a Local EPS and meets the requirements of this standard exclusive of any load present in the respective part of the Local EPS (e.g. terminals of the inverter when no supplemental DER device is required). For DER unit(s) that are not self-sufficient to meet the requirements without a supplemental DER device(s), the Point of DER Connection is the point where the requirements of this standard are met by DER in conjunction with a supplemental DER device(s) exclusive of any load present in the respective part of the Local EPS.

Queue Position – The order of a valid Interconnection Application, relative to all other pending valid Interconnection Applications, that is established based upon the date- and time- of receipt of the complete Interconnection Application as described in Section 4.7.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under these procedures, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

SCHEDULE 3 – INTERCONNECTION PROCESS, TECHNICAL REQUIREMENTS, AND OPERATING PROCEDURES

Reference Point of Applicability – The location, either the Point of Common Coupling or the Point of DER Connection, where the interconnection and interoperability performance requirements specified in IEEE 1547 apply. With mutual agreement, the Area EPS Operator and Customer may determine a point between the Point of Common Coupling and Point of DER Connection. See Minnesota Technical Requirements for more information.

Simplified Process – The procedure for evaluating an Interconnection Application for a certified inverter-based DER no larger than 20 kW that uses the screens described in the Interconnection Process – Simplified Process document. The Simplified Process includes simplified procedures.

Study Process – The procedure for evaluating an Interconnection Application that includes the scoping meeting, system impact study, and facilities study.

Transmission Owner – The entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System relevant to the Interconnection.

Transmission Provider – The entity (or its designated agent) that owns, leases, controls, or operates transmission facilities used for the transmission of electricity. The term Transmission Provider includes the Transmission Owner when the Transmission Owner is separate from the Transmission Provider. The Transmission Provider may include the Independent System Operator or Regional Transmission Operator.

Transmission System – The facilities owned, leased, controlled or operated by the Transmission Provider or the Transmission Owner that are used to provide transmission service. See the Commission's July 26, 2000 Order Adopting Boundary Guidelines for Distinguishing Transmission from Generation and Distribution Assets in Docket No. E-999/CI-99-1261.

Uniform Contract – the Area EPS Operator's Agreement for Cogeneration and Small Power Production Facilities (Uniform Contract) that may be applied to all qualifying new and existing interconnections between the Area EPS Operator and a DER system having capacity less than 40 kilowatts.

Upgrades – The required additions and modifications to the Area EPS Operator's Transmission or Distribution System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

14 Certification of DER Equipment

Distributed Energy Resource (DER) equipment proposed for use in an interconnection system shall be considered certified for interconnected operation if the following criteria is met:

- 1) It has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in the Overview Process,
- 2) It has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and
- 3) Such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.

The Interconnection Customer must verify that the assembly and use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.

Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for a DER Design Evaluation or an on-site commissioning test by the parties to the interconnection as provided for in the Minnesota Technical Requirements.

If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.

Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL and does not violate the interface components' labeling and listing performed by the NRTL, no further type-test review, testing or additional equipment on the customer side of the Point of Common Coupling shall be required to be considered certified for the purposes of this interconnection procedure; however, nothing herein shall preclude the need for a DER design evaluation or an on-site commissioning test by the parties to the interconnection as provided for in the Minnesota Technical Requirements.

An equipment package does not include equipment provided by the Area EPS.

15 Certification Codes and Standards

The existing Minnesota Technical Requirements and the following standards shall be used in conjunction with the Interconnection Process. The process has started to update the Technical Requirements to meet IEEE 1547-2018. Once that process is completed, the updated DER Technical Interconnection and Interoperability Requirements will supersede this section.

When the stated version of the following standards is superseded by an approved revision then that revision shall apply:

IEEE 1547-2003 IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems

IEEE 1547a-2014 IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems – Amendment 1

IEEE 1547.1-2005 IEEE Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems

IEEE 1547.1a-2015 (Amendment to IEEE Std 1547.1-2005) IEEE Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems – Amendment 1

UL 1741 Inverters, Converters, Controllers, and Interconnection System Equipment for Use in Distributed Energy Resources (2010)

NFPA 70 (2017), National Electrical Code

IEEE Std C37.90.1 (2012) (Revision of IEEE Std C37.90.1-2002), IEEE Standard for Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems Associated with Electric Power Apparatus

IEEE Std C37.90.2 (2004) (Revision of IEEE Std C37.90.2-1995), IEEE Standard for Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-2002/1989 (Revision of C37.108-1989/2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2014 (Revision of IEEE Std C57.12.44-2005), IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and Less) AC Power Circuits

IEEE Std C62.41.2-2002_Cor 1-2012 (Corrigendum to IEEE Std C62.41.2-2002) – IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and Less) AC Power Circuits Corrigendum 1: Deletion of Table A.2 and Associated Text

IEEE Std C62.45-2002 (Revision of IEEE Std C62.45-1992) – IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000 V and less) AC Power Circuits

SCHEDULE 3 – INTERCONNECTION PROCESS, TECHNICAL REQUIREMENTS, AND OPERATING PROCEDURES

ANSI C84.1-(2016) Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Standards Dictionary Online, [Online]

NEMA MG 1-2016, Motors and Generators

IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

SCHEDULE 4 – AVERAGE INCREMENTAL COSTS

Qualifying Facilities that qualify and select the Simultaneous Purchase and Sale or Time-of-Day rates for compensation for all generation shall be compensated by Utility as detailed in Parts N and O of the Utility's Rules Governing the Interconnection of Cogeneration and Small Power Production Facilities.

Compensation will be based on the rates as follows:

	<u>Energy (\$/kWh)</u>	<u>Capacity (\$/kWh)</u>	<u>REC (\$/kWh)</u>
Summer Months (June-Sept)			
On Peak	0.0199	0	0
Off Peak	0.0193	0	0
All Hours	0.0196	0	0
Winter Months (Oct-May)			
On Peak	0.0201	0	0
Off Peak	0.0194	0	0
All Hours	0.0197	0	0
Annual (January-December)	0.0196	0	0

REQUEST FOR ACTION CHASKA CITY COUNCIL 10/04/2021

Subject: EV Charge Program License Agreement with Minnesota Municipal Power Agency

Prepared By: Andrew Romine, Interim Electric Director

MMPA is providing each member utility with 2 Electric Vehicle chargers for public use. We have identified the Chaska Curling and Event Center as an ideal location for this charger. When the Chaska Curling and Event Center was initially constructed, we knew EV was on the horizon so installed empty conduits to some day accomplish this task. We will be utilizing those conduits, so impact to the parking lot will be minimal.

The price for charging will be set at \$0.25/kWh with your city receiving \$0.15/kWh and MMPA receiving \$0.10/kWh. The transaction fee for processing credit cards will be split proportional to the sales (i.e. 60/40). If the customer pays with a credit card using the transaction terminal on the pedestal, the transaction fee is 3%. Your city has the option to set an alternative price for charging. The price difference will only affect the city's share of the sales (e.g. if the price is set at \$0.20/kWh, the city receives \$0.10/kWh, less their share of the transaction fee). With alternative pricing, the transaction fee is still split proportionally (e.g. if the price is set at \$0.20/kWh, both the city and MMPA will receive \$0.10/kWh and the transaction fee will be split 50/50).

The ownership of the charger and the maintenance that comes with it will be taken care of by MMPA. Attached is the agreement that will make all of this work seamlessly. This will need to be approved and signed by both the Chaska City Council and the EDA.

CARVER COUNTY
RECORDER/REGISTRAR OF TITLES
DOCUMENT COVER SHEET

Document No. A624194
OFFICE OF THE COUNTY RECORDER
CARVER COUNTY, MINNESOTA

Certified Recorded on-March 11, 2016 2:33 PM

Fee: \$46.00



Luke C Kranz
County Recorder

DOCUMENT
TITLE:

Amended And Restated Lease

DOCUMENT
DATE:

December 1 2015

DOCUMENT
NAMES:

Economic Development Auth.

City of Chaska

**AMENDED AND RESTATED
LEASE-PURCHASE AGREEMENT**

by and between

**ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHASKA,
MINNESOTA
as Lessor**

and the

**CITY OF CHASKA, MINNESOTA
as Lessee**

Dated as of December 1, 2015

Relating to:

**TAXABLE LEASE REVENUE BONDS, SERIES 2015A
TAXABLE LEASE REVENUE BONDS, SERIES 2015C**

This instrument drafted by:

**Dorsey & Whitney LLP
Suite 1500
50 South Sixth Street
Minneapolis, Minnesota 55402
(612) 340-2600**

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AMENDED AND RESTATED LEASE-PURCHASE AGREEMENT

This AMENDED AND RESTATED LEASE-PURCHASE AGREEMENT dated as of December 1, 2015 (the "Lease"), is executed by and between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHASKA, MINNESOTA, a body corporate and politic of the State of Minnesota, having its principal office and address at One City Hall Plaza, Chaska, Minnesota, as lessor (the "Authority"), and the CITY OF CHASKA, MINNESOTA, a political subdivision of the State of Minnesota, having its main office at One City Hall Plaza, Chaska, Minnesota, as lessee (the "City").

RECITALS

WHEREAS, the City is authorized by Minnesota Statutes to acquire real and personal property by entering into lease-purchase agreements; and

WHEREAS, the City and the Authority have determined to enter into this Lease to finance the acquisition, improvement and construction of certain improvements and real property in the City, as further described in Exhibits A and B.

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1. **Definitions.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease and its exhibits, have the meanings herein specified.

Additional Bonds means any additional Bonds issued pursuant to Section 2.10 of the Trust Indenture.

Authority Representative means the President or the Executive Director of the Authority or any other person authorized to act on behalf of the Authority under or with respect to this Lease, as evidenced by a certificate conferring such authority executed by the President and given to the Trustee and the City.

Bond Funds means the Series 2015A Bond Fund and the Series 2015C Bond Fund.

Bond or Bonds means the Series 2015A Bonds and Series 2015C Bonds, together with any Additional Bonds.

Building Improvements means the improvements to the Building Land, which improvements are to be made pursuant hereto and are described on Exhibit B.

Building Land means the real property described on Exhibit A comprising the Project, which real property is to be improved pursuant hereto.

Business Day means any day other than a Saturday, Sunday, or other day on which commercial banks in the City in which the principal corporate trust office of the Trustee is located are not open for business.

City Representative means the Mayor, or any person authorized by law to act on behalf of the City under or with respect to this Lease, as evidenced by a certificate conferring such authority executed by the Mayor and given to the Trustee and the Authority.

Completion Certificate means a certificate in the form attached as Exhibit C, executed by the City, stating that the Project has been completed.

Completion Date means, with respect to the Project, the date upon which a final Completion Certificate is issued with respect thereto by the City and delivered to the Authority and the Trustee.

Event of Default means an Event of Default as described in Section 10.1 hereof or Section 7.01 of the Trust Indenture, which has not been cured.

Fiscal Year means each twelve-month fiscal period of the City commencing on January 1 of any year and ending on December 31 of said year.

Independent Counsel means an attorney duly admitted to the practice of law before the highest court of the State of Minnesota who is not a full-time employee of the Authority or the City.

Interest Payment Date means the stated maturity of an installment of interest on any of the Bonds.

Lease means this Amended and Restated Lease-Purchase Agreement, and any duly authorized and executed amendment hereto.

Lease Term means the period during which this Lease remains in effect as specified in Sections 4.1 and 4.2.

Net Proceeds means any insurance proceeds or condemnation award paid with respect to the Project, remaining after payment therefrom of all expenses incurred in the collection thereof.

Outstanding means, when used as of any particular time with reference to Bonds (subject to the provisions of Section 9.03 of the Trust Indenture pertaining to Bonds held by the Authority and the City), all Bonds theretofore authenticated and delivered by the Trustee under the Trust Indenture except: (i) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (ii) Bonds deemed not outstanding pursuant to the terms of Section 10.02 of the Trust Indenture; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the terms of Section 2.08 of the Trust Indenture pertaining to replacement of Bonds.

Permitted Encumbrances means, as of any particular time: (i) liens for taxes and assessments not then delinquent, or which the City may, pursuant to provisions of Article VI hereof, permit to remain unpaid; (ii) this Lease and the Trust Indenture, (iii) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, or (iv) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Land and do not, in the opinion of Independent Counsel, materially impair the property affected thereby for the purpose for which it was intended.

Principal Payment Date means the stated maturity of principal of any Bond, or the mandatory sinking fund redemption date of any Bond.

Project means the Building Land together with the Building Improvements, which are both being leased by the City with the option to purchase, pursuant to this Lease.

Project Fund means the Series 2015A Project Fund and the Series 2015C Project Fund.

Purchase Price means the amount necessary to defease, to the earliest permissible redemption date, the remaining Outstanding principal amount of Bonds, together with an amount equal to the Authority's and Trustee's fees and expenses in connection with such defeasance and redemption.

Rental Payments means any payment due from the City to the Authority under Section 5.1 of this Lease.

Rental Payment Date means the fifth Business Day preceding each Interest Payment Date, which is the date upon which any Rental Payment is due and payable as provided in Section 5.1 hereof.

Reserve Funds means the Series 2015A Reserve Fund and the Series 2015C Reserve Fund.

Series 2015A Bonds means the \$12,855,000 Taxable Lease Revenue Bonds, Series 2015A, to be issued by the Authority pursuant to the Trust Indenture.

Series 2015A Bond Fund means the bond fund so designated and established by the Trustee pursuant to the Trust Indenture

Series 2015A Project Fund means the fund so designated and established by the Trustee pursuant to the Trust Indenture.

Series 2015A Reserve Fund means the fund so designated and established by the Trustee pursuant to the Trust Indenture.

Series 2015C Bonds means the \$3,410,000 Taxable Lease Revenue Bonds, Series 2015C, to be issued by the Authority pursuant to the Trust Indenture.

Series 2015C Bond Fund means the bond fund so designated and established by the Trustee pursuant to the Trust Indenture

Series 2015C Project Fund means the fund so designated and established by the Trustee pursuant to the Trust Indenture.

Series 2015C Reserve Fund means the fund so designated and established by the Trustee pursuant to the Trust Indenture.

State means the State of Minnesota.

State and Federal Law or Laws means the Constitution and laws of the State, and any ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any executive department or federal agency.

Trustee means U.S. Bank National Association, with an office in St. Paul, Minnesota, and any successor thereto.

Trust Indenture means the Amended and Restated Trust Indenture dated as of the date hereof, between the Authority and the Trustee, and any duly authorized and executed amendment thereto.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A. Description of the Improvements

Exhibit B. Description of the Land

Exhibit C. Form of Building Completion Certificate

Exhibit D. Rental Payment Schedules

ARTICLE II
REPRESENTATIONS AND COVENANTS OF THE CITY AND THE AUTHORITY

Section 2.1. Representations and Covenants of the City. The City represents and covenants as follows:

(a) The Constitution and the laws of the State authorize the City to enter into this Lease and the transactions contemplated hereby, and to carry out its obligations under this Lease.

(b) The officers of the City executing this Lease are duly authorized to execute and deliver this Lease under the Constitution and laws of the State.

(c) The City has complied and will comply with all open meeting laws, all public bidding laws and all other State and Federal Laws applicable to this Lease and the acquisition of the Project by the City.

(d) The execution and delivery of this Lease and the other agreements contemplated hereby to which the City is a party and the consummation of the transactions contemplated hereby and thereby and the fulfillment of the terms hereof and thereof will not conflict with, or constitute on the part of the City a breach of, or a default under, any existing (i) law, or (ii) provisions of any legislative act or other proceeding establishing or relating to the establishment of the City or its affairs or its resolutions, or (iii) agreement, indenture, mortgage, lease or other instrument to which the City is subject or is a party or by which it is bound.

(e) No officer of the City who is authorized to take part in any manner in making this Lease or any contract contemplated hereby has a personal financial interest in or has personally and financially benefited from this Lease or any such contract.

(f) There is not pending or overtly threatened, any suit, action or proceeding against or affecting the City before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the City, of this Lease, any of the obligations of the City hereunder or any of the transactions contemplated hereby.

(g) No event of nonappropriation or other financing lease termination has occurred in connection with any prior lease financing of the City.

(h) The obligation created by this Lease (\$12,855,000 with respect to the Series 2015A Bonds and \$3,4100,000 with respect to the Series 2015C Bonds), together with all other net debt of the City, does not cause the net debt of the City to exceed the limitation set forth in Minnesota Statutes, Section 475.53.

Section 2.2. Representations and Covenants of the Authority. The Authority represents and covenants as follows:

(a) The Constitution and the laws of the State authorize the Authority to undertake the Project, to enter into this Lease and the Trust Indenture and the transactions contemplated hereby and thereby, and to carry out its obligations under this Lease and the Trust Indenture.

(b) The officers of the Authority executing this Lease and the Trust Indenture are duly authorized to execute and deliver this Lease and the Trust Indenture under the Constitution and laws of the State.

(c) The Authority has complied and will comply with all open meeting laws, all public bidding laws and all other State and Federal Laws applicable to this Lease and the acquisition of the Project.

(d) The execution and delivery of this Lease and the Trust Indenture and the other agreements contemplated hereby to which the Authority is a party and the consummation of the transactions contemplated hereby and thereby and the fulfillment of the terms hereof and thereof will not conflict with, or constitute on the part of the Authority a breach of, or a default under, any existing (i) law, or (ii) provisions of any legislative act or other proceeding establishing or relating to the establishment of the Authority or its affairs or its resolutions, or (iii) agreement, indenture, mortgage, lease or other instrument to which the Authority is subject or is a party or by which it is bound.

(e) No officer of the Authority who is authorized to take part in any manner in making this Lease or any contract contemplated hereby has a personal financial interest in or has personally and financially benefited from this Lease or any such contract.

(f) There is not pending or threatened any suit, action or proceeding against or affecting the Authority before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the Authority, of this Lease, any of the obligations of the Authority hereunder or any of the transactions contemplated hereby.

ARTICLE III LEASE OF PROJECT

Section 3.1. Lease. The Authority hereby leases the Project to the City, and the City hereby leases the Project from the Authority, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. The Authority hereby covenants to provide the City, during the Lease Term, with the quiet use and enjoyment of the Project; and the City shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Project without suit, trouble or hindrance from the Authority, except as expressly set forth in this Lease. The Authority will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Authority lawfully may do so.

Section 3.3. City to Act as Agent; Acquisition and Construction of Project; Authority Access to Project. The Authority hereby irrevocably appoints the City as its agent in connection with the acquisition and construction of the Project. The City, as agent of the Authority, has or will enter into all contracts with the contractors providing for the acquisition and construction of the Project in accordance with the City's specifications. The Authority shall have no obligation whatsoever with respect to the design, acquisition, construction, installation or operation of the Project and no obligation whatsoever with respect to the Project other than the obligations set forth in Section 3.1. Upon final acceptance of the Project, if requested, the City shall execute and deliver to the Authority a Certificate of Acceptance substantially in the form of Exhibit C.

The City agrees that the Authority and any Authority Representative shall have the right at all reasonable times to examine and inspect the Project. The City further agrees that the Authority and the Authority's Representative shall have such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Project in the event of failure by the City to perform its obligations hereunder, or to carry out the Authority's obligations and exercise the Authority's rights under Article X, or to determine whether the City is in compliance with this Lease.

ARTICLE IV LEASE TERM

Section 4.1. Lease Term. This Lease shall be and remain in effect with respect to the Project for a Lease Term commencing on April 15, 2015 and continuing until no Bonds remain Outstanding, or until terminated as provided in Section 4.2.

Section 4.2. Termination of Lease Term. The Lease Term will terminate prior to February 1, 2036, upon the occurrence of the first of the following events:

- (a) termination of this Lease pursuant to Section 5.4 hereof;
- (b) a default by the City and the Authority's election to terminate this Lease pursuant to Article X; or
- (c) the payment by the City of all Rental Payments due hereunder or the payment of the Purchase Price pursuant to Section 11.3 hereof, together with any fees and expenses due the Authority or the Trustee hereunder or under the Trust Indenture.

ARTICLE V
RENTAL PAYMENTS; FEES AND EXPENSES

Section 5.1. Rental Payments. The City shall, by wire transfer in immediately available funds, pay Rental Payments with respect to the Project as follows:

(a) By each Rental Payment Date, the City shall pay an amount equal to the interest, and principal, if any, due on the Series 2015A Bonds and the Series 2015C Bonds, as set forth in Exhibit D, on the next succeeding Interest Payment Date or Principal Payment Date.

(b) As a credit against the first interest payment with respect to the Series 2015A Bonds or Series 2015C Bonds otherwise required to be paid by the City to the Trustee pursuant to (a) of this Section 5.1, there shall be applied any accrued interest on such Bonds initially deposited into the Series 2015A Bond Fund or Series 2015C Bond Fund, as the case may be.

(c) On each Rental Payment Date, so long as no Event of Default has occurred and is continuing, the City shall have a credit against the Rental Payment otherwise due on said date to the extent of any investment profits or earnings which have been transferred or are otherwise available in the Bond Funds for such purpose.

(d) In the event the City shall have paid Rental Payments with respect to the next succeeding Interest Payment Date, but the funds on deposit in the Bond Funds are nevertheless insufficient to pay such principal, premium (if any) and interest on the Bonds then due or to become due on such Interest Payment Date, the City will forthwith pay, as Rental Payments, the amount of the deficiency.

(e) The City shall also have a credit against its Rental Payment obligations under this Section to the extent of funds transferred from the Reserve Funds to the Bond Funds to make the payments due on Outstanding Bonds.

The Rental Payments provided for in this Section 5.1 shall be paid directly to the Trustee at its corporate trust office for the account of the City for deposit in the Bond Funds as provided in the Trust Indenture.

Section 5.2. Rental Payments to be Unconditional. Except as provided in Section 5.4, the obligation of the City to make Rental Payments due with respect to the Project or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between the City and the Authority or any other person, the City shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall the City assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. The City's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances including, without limitation, any circumstance related to the Project or the construction thereof.

Section 5.3. Current Expense. The obligations of the City under this Lease, including its obligation to pay the Rental Payments due with respect to the Project in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of the City for such Fiscal Year and shall not constitute an indebtedness of the City within the meaning of the Constitution and laws of the State (except the amount of the Lease in excess of \$1,000,000 shall be included in the calculation of net debt for purposes of Minnesota Section 475.53, as provided in Minnesota Statutes, Section 465.71). Nothing herein shall constitute a pledge by the City of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of the City's annual budget and the proceeds of the Bonds or Net Proceeds of the Project, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.4. Nonappropriation; Termination of Lease. The City shall have the right to cancel and terminate this Lease, in whole but not in part, at the end of any Fiscal Year of the City, in the manner and subject to the terms specified in this Section and Section 5.6, if the City's governing body does not appropriate moneys sufficient to pay the Rental Payments coming due in the next Fiscal Year. Lack of a sufficient appropriation shall be evidenced by a specific provision in the budget of the City which prohibits the expenditure of the City funds for this purpose. The City may effect such termination by giving the Authority a written notice of termination and by paying to the Authority any Rental Payments which are due and have not been paid at or before the end of its then current Fiscal Year. The City shall endeavor to give notice of termination not less than one hundred twenty (120) days prior to the end of such Fiscal Year, and shall notify the Authority of any anticipated termination. In the event of termination of this Lease as provided in this Section, the City shall deliver possession of the Project to the Authority in accordance with Section 10.3, and release its interest in the Project granted under this Lease within ten (10) days after the termination of this Lease.

The Authority may not terminate this Lease except as provided in Article X hereof upon the occurrence and continuation of an Event of Default by the City.

Section 5.5. Intent to Continue Lease-Purchase Payments; Appropriations. The City presently intends to continue this Lease for the entire Lease Term and to pay all Rental Payments required hereunder. The City Administrator will include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means at his or her disposal to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. The City reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 5.6. Effect of Termination. Upon termination of this Lease as provided in Section 5.4, the City shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if the City has not delivered possession of the Project to the Authority in accordance with Section 10.3 and conveyed to the Authority or released its interest in the Project granted under this Lease within ten (10) days after the termination of the Lease, the termination shall nevertheless be effective, but the City shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due which are attributable to the number of days after such ten (10) day period during which the City fails to take such actions. Upon termination of this Lease as

provided in Section 5.4, the Trustee, on behalf of the Authority, may take the action specified in Section 10.2(iii) hereof.

Section 5.7. Additional Rental Payments. The City shall, during the Lease Term, within ten (10) Business Days after written notice that such payment is due, also pay the following amounts of additional rent to the following persons:

(a) to the Trustee, all reasonable fees and expenses of the Trustee for services rendered under the Trust Indenture, provided that the City may, without creating a default hereunder, contest in good faith the reasonableness of any such fees or expenses other than the Trustee's fees for ordinary services as may be set forth in the Trust Indenture;

(b) to the Authority, all reasonable expenses incurred by the Authority in connection with the transactions contemplated hereby which are not otherwise required to be paid by the City under the terms of this Lease;

(c) all other costs and expenses specifically required to be paid by the City under the terms of this Lease or the Trust Indenture;

(d) to the Authority or the Trustee, as the case may be, the amount of all advances of funds made by either of them under the provisions hereof; and

(e) to the Trustee, an amount equal to any amount transferred from the Reserve Fund to the Bond Fund pursuant to Section 5.02 of the Trust Indenture to cure a deficiency in the Bond Fund; all amounts payable pursuant to this paragraph (e) shall be paid by the City within ten (10) Business Days following mailing of notice of such amount due by the Trustee to the City; provided that the City shall not be required to make such payment if the City has determined to terminate the Lease pursuant to the provisions of Section 5.4 hereof and has provided written notice of such intention to the Trustee.

In the event the City should fail to make any of the payments required by this Section, the item in default shall continue as an obligation of the City until the amount in default shall have been fully paid, and the City will pay the same with interest thereon at the rate of 8% per annum, or, if less, at the maximum rate permitted by law.

ARTICLE VI
USE OF THE PROJECT; TAXES, INSURANCE AND NEGLIGENCE

Section 6.1. Use; Permits. The City shall exercise due care in the acquisition, construction, installation, use, possession, operation and maintenance of the Project, and shall not install, use, operate or maintain the Project improperly, carelessly, in violation of State and Federal Laws or for a purpose or in a manner contrary to that contemplated by this Lease. The City shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Project. The City shall comply with all State and Federal Laws applicable to the acquisition, construction, installation, use, possession, operation and maintenance of the Project, and if compliance with any such State and Federal Law requires changes or additions to be made to the Project, such changes or additions shall be made by the City at its expense.

Section 6.2. Maintenance of Project by the City. The City shall, at its own expense, maintain, preserve and keep the Project in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Project in such condition. The Authority shall have no responsibility for any of these repairs or replacements.

Section 6.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, the City shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Project, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against the City or the Authority. The City shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Lease Term as and when the same become due. The City shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by the Authority, its successors or assigns, unless such tax is made in lieu of or as a substitute for any real estate or other tax upon the Project.

The City may, at the City's expense and in the City's name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of the Authority in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority.

Section 6.4. Liability Insurance. Upon receipt of possession of the Project, the City shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the

condition or the operation of the Project or any part thereof, is covered by a blanket or other general liability insurance policy maintained by the City. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.5. Negligence. The City assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Project and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of the City or of third parties, and whether such property damage be to the City's property or the property of others, which is proximately caused by the negligent conduct of the City, its officers, employees and agents. The City hereby assumes responsibility for and agrees to reimburse the Authority for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against the Authority that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of the City, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Property Insurance. Upon receipt of possession of the Project, the City shall have and assume the risk of loss with respect thereto. The City shall procure and maintain continuously in effect during the Lease Term, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Price of the Project. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Project, or to the purchase of the Project, as provided in Section 7.1. Any Net Proceeds not needed for those purposes shall be paid to the City.

Section 6.7. Worker's Compensation Insurance. If required by State law, the City shall carry worker's compensation insurance covering all its employees on, in, near or about the Project. Alternatively, the City may self-insure against such liabilities in accordance with applicable law.

Section 6.8. Other Insurance and Requirements for All Insurance. All insurance by this Article may be carried under a separate policy or a rider or endorsement to an existing policy; shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to both parties, and to the Trustee, at least 30 days before the cancellation or revision becomes effective; and shall name the City, the Authority and the Trustee as insured parties as their interests may appear. The City shall provide the Trustee, commencing as of the date hereof with a Certificate as to compliance with the provisions of this Article VI. The Trustee shall be entitled to rely upon said Certificate as to the City's compliance with the insurance requirements. The Trustee shall not be responsible for the sufficiency of coverage or amounts of such policies. Before the expiration of any such policy, the City shall furnish to the

Authority evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article.

Section 6.9. Advances. If the City shall fail to perform any of its obligations under this Lease, the Authority or the Trustee may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances on demand, with interest at the maximum rate permitted by law or 8%, whichever is less, from the date of the advance to the date of repayment.

Section 6.10. Liens. The City shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, other than the respective rights of the Authority and the City as herein provided and Permitted Encumbrances. Except as expressly provided in this Article, the City shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The City shall reimburse the Authority for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 6.11. Financial Statements. The City shall provide the Authority, within 365 days of the end of each Fiscal Year, with a copy of its annual audited financial statements.

Section 6.12. Waiver of Right to Receive Brokerage Confirmation. The City and the Authority acknowledge that regulations of the Comptroller of the Currency grant the Authority the right to receive brokerage confirmations of the security transactions as they occur. The Authority specifically waives such notification to the extent permitted by law and acknowledges that the City will receive periodic cash transaction statements which will detail all investment transactions.

ARTICLE VII
DAMAGE, DESTRUCTION AND CONDEMNATION;
USE OF NET PROCEEDS

Section 7.1. Damage, Destruction and Condemnation. If after delivery of the Project to the City all or any part of the Project is lost, stolen, destroyed or damaged beyond repair the City shall have the rights specified in this Section with respect to the Net Proceeds of any insurance or condemnation award. The City may either (i) apply such Net Proceeds to replace the Project with a project of equal or greater value to the Project immediately prior to the time of the loss occurrence, such replacement project to be subject to the Authority's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement and the City shall be obligated to continue to pay the Rental Payments or (ii) the City may exercise its option to purchase the Project pursuant to the terms of Section 11.3 hereof, in which event the Net Proceeds may be used for such purpose. The City shall notify the Authority and the Trustee within 90 days of the date of damage, destruction or taking as to its decision regarding replacement or purchase. In the event the City determines to replace the Project, the Authority shall assign to the City all of its interests in said Net Proceeds and the City shall deposit the Net Proceeds with the Trustee for deposit into the Project Fund. The Trustee shall disburse such Net Proceeds from the Project Fund to pay the costs of replacement in the manner provided in Article IV of the Trust Indenture.

Section 7.2. Insufficiency of Net Proceeds. If the City elects to replace the Project and the Net Proceeds are insufficient to pay in full the cost of any replacement, the City shall complete the work and pay any cost in excess of the amount of the Net Proceeds, and the City agrees that if by reason of any such insufficiency of the Net Proceeds the City shall make any payments pursuant to the provisions of this Section 7.2, the City shall not be entitled to any reimbursement therefor from the Authority nor shall the City be entitled to any diminution of the Rental Payments due with respect to the Project.

Section 7.3. Cooperation of Authority. The Authority shall cooperate fully with the City at the expense of the City in filing any proof of loss with respect to any insurance policy covering the casualties described in Section 7.1 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit the City to litigate in any proceeding resulting therefrom in the name of and on behalf of the Authority. In no event will the Authority voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Project or any part thereof without the written consent of the City.

Section 7.4. Destruction or Condemnation of Other Property Owned by City. The City shall be entitled to the Net Proceeds of any insurance claim or condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the Project.

ARTICLE VIII
CITY'S PROJECT; REPAIRS; WARRANTIES; DISCLAIMER

Section 8.1. Installation of City's Equipment. The City may at any time and from time to time after the Completion Date, in its sole discretion and at its own expense, install items of equipment in or upon the Project. All such items shall remain the sole property of the City, in which the Authority shall have no interest, and may be modified or removed by the City at any time provided that the City shall repair and restore any and all damage to the Project resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent the City from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Project.

Section 8.2. Installation and Maintenance of Project. The Authority shall have no obligation to install, erect, test, inspect, service or maintain the Project, or any portion thereof, under any circumstances, but such actions shall be the obligation of the City in accordance with the provisions of this Lease.

Section 8.3. Modification of Project. The City shall, at its own expense, have the right to make repairs to the Project, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Project and be subject to the provisions of this Lease. Such work shall not in any way damage the Project or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Project, upon completion of any such work shall be of a value which is not less than the value of the Project immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by the City in such manner and on such terms as are determined by the City. The City will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any repair, replacement, substitution or modification made by the City pursuant to this Section; provided that if any such lien is established and the City shall first notify the Authority of the City's intention to do so, the City may in good faith contest any lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Authority shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of the Authority in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide the Authority with full security against any such loss or forfeiture, in form satisfactory to the Authority. The Authority will cooperate fully with the City in any such contest, upon the request and at the expense of City.

Section 8.4. Warranties. The Authority hereby assigns to the City for and during the Lease Term, all of its interest, if any, in all warranties and guarantees, express or implied, issued on or applicable to the Project, and the Authority hereby authorizes the City to obtain the

customary services furnished in connection with such warranties and guarantees at the City's expense.

Section 8.5. Disclaimer of Warranties. THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROJECT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROJECT.

ARTICLE IX
ASSIGNMENT AND SUBLEASING

Section 9.1. Delegation and Assignment by Authority. The Authority shall not delegate its obligations under this Lease, and no purported delegation thereof shall be effective. However, all of the Authority's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder (other than any indemnity payments and reimbursement of costs and expenses) may be assigned to the Trustee and the City hereby consents to the assignment made by the Authority to the Trustee pursuant to the Trust Indenture.

Section 9.2. Delegation and Assignment and Subleasing by City. The City may not delegate its obligations or assign its rights under this Lease to any person during the Lease Term. The City may sublease all or any part of the Project, or contract for the operation of the Project by an entity other than the City, provided the City provide written notice to the Authority and Trustee prior to the effective date of any such sublease or contract.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be Events of Default under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, with respect to the Project, any one or more of the following events:

(i) Failure by the City to pay any Rental Payments or other payments required to be paid hereunder at the time specified herein, which failure shall continue for a period of five days after written notice given to the City by the Trustee on behalf of the Authority. Notwithstanding the previous sentence or anything else in this Lease to the contrary, the termination of this Lease by nonappropriation under Section 5.4 does not constitute an event of default.

(ii) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i) of this Section, for a period of sixty (60) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Trustee on behalf of the Authority, unless the Trustee shall agree in writing to an extension of such time prior to its expiration.

(iii) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on the operation of the Project, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 10.1 and Section 10.2 are subject to the following limitation: if by reason of force majeure the City is unable in whole or in part to carry out its obligations under this Lease with respect to the Project, other than the obligation of the City to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, the City shall not be deemed in default during the continuance of such inability or during any other delays which are a direct consequence of the force majeure inability. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State of Minnesota or any of its departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not reasonably within the control of the City and not resulting from its negligence. The City agrees, however, to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other employment disputes shall be entirely within the discretion of the City.

Section 10.2. Remedies on Default. Whenever any event of default referred to in Section 10.1 hereof shall have happened and be continuing with respect to the Project, the Trustee, on behalf of the Authority, shall have the right, at its option, to take one or any combination of the following remedial steps:

(i) Cancel and terminate this Lease by written notice in accordance with law, reenter and take possession of the Project and all improvements thereto, and charge the City for costs incurred in repossessing the Project, and all prior Rental Payments made hereunder by the City shall belong to the Authority as liquidated damages; and

(ii) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during the then current Fiscal Year of the City with respect to the Project, or enforce performance and observance of any obligation, agreement or covenant of the City under this Lease; and

(iii) Lease or sell the Authority's interests in the Project or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws and apply the proceeds of such lease or sale in accordance with Section 7.03 of the Trust Indenture.

The Authority covenants to cooperate with the Trustee, upon request, in the exercise of any of the foregoing remedies.

Section 10.3. Surrender of Project. Upon the termination of this Lease as aforesaid, the City shall surrender possession of the Project to the Authority in the condition, repair, appearance and working order required in Section 6.1.

Section 10.4. Delay; Notice. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle any party to exercise any remedy reserved to it in this Lease it shall not be necessary to give any notice, other than such notice as may be required in this Lease or by law.

Section 10.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.6. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the

nondefaulting party the reasonable fee of such attorneys and such other expenses so incurred by the nondefaulting party.

Section 10.7. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI TITLE

Section 11.1. Title. During the Lease Term, and so long as the City is not in default under Article X, legal title to the Project and any and all repairs, replacements, substitutions and modifications to it shall be in the name of the Authority, subject to the interests of the City under this Lease. Upon termination of this Lease pursuant to Section 4.2(c), full and unencumbered legal title to the Project shall pass to the City, and the Authority shall have no further interest therein. In such event, the Authority shall execute and deliver to the City such documents as the City may request to evidence the passage of legal title to the Project to the City and the termination of the Authority's interest therein.

Section 11.2. Security Interest. The Authority shall have and retain a security interest under the Uniform Commercial Code in the Project, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.3, and a security interest in the proceeds of all insurance policies and amounts held in the funds established pursuant to the Trust Indenture relating to the Bonds, in order to secure the City's payment of all Rental Payments due during the Lease Term and the performance of all other obligations herein to be performed by the City. The Authority is authorized to record such financing statement as may be necessary to perfect such security interest. The City will join with the Authority in executing such other documents and will perform such acts as the Authority may request to establish and maintain a valid security interest in the Project. If requested by the Authority, the City shall conspicuously mark the Project with appropriate lettering, labels or tags, and maintain such markings during the Lease Term, so as clearly to disclose the Authority's security interest in the Project.

Section 11.3. Purchase of Project. Except during the continuance of an Event of Default, the City shall have the option of purchasing the Project as follows:

(a) The City shall give written notice to the Authority and to the Trustee of its intention to purchase the Project, stating therein a closing date not less than forty (40) nor more than ninety (90) days after the date the notice is mailed, and the City shall make arrangements satisfactory to the Trustee for the giving of any required notice of redemption or notice of defeasance of the Bonds in connection with the purchase.

(b) The City shall pay to the Trustee, on or before the closing date, an amount equal to the Purchase Price for the Project.

(c) On the closing date, a closing shall be held at the principal office of the Trustee, or any other office mutually agreed upon. At the closing the City and the Authority shall, upon acknowledgment of receipt of the Purchase Price, the Authority shall convey or release to the City, all of its right, title and/or interest in and to the Project by delivering to the City such documents as the City deems necessary for this purpose.

At such time as all of the Bonds have been fully paid or provision for payment thereof has been made in accordance with the provisions of the Trust Indenture, and all expenses of the Authority and Trustee have been paid or provided for to the date of such full payment of the Bonds, the

City shall be deemed to have purchased all right, title and interest of the Authority in the Project, this Lease shall be deemed terminated, and title to the Project shall automatically vest in the City. Nevertheless, the Authority, at the expense of the City, shall execute such documents as shall be reasonably necessary to convey its interest in the Project to the City.

ARTICLE XII ADMINISTRATIVE PROVISIONS

Section 12.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the earlier of (i) delivery or (ii) three days following deposit in the United States mail in first-class form with postage fully prepaid to the addresses shown in the first paragraph hereof. The Authority and the City, by notice given hereunder, and to the Trustee, may designate different addresses to which subsequent notices, certificates or other communications will be sent. Any notice provided hereunder by the City or the Authority shall also be sent to Trustee at the address given in Section 13.08 of the Trust Indenture.

Section 12.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns.

Section 12.3. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.4. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Authority, and in accordance with Article XII of the Trust Indenture.

Section 12.5. Further Assurances and Corrective Instruments. The Authority and the City agree that they will, if necessary, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby sold or intended so to be or for carrying out the expressed intention of this Lease.

Section 12.6. Execution Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.7. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 12.8. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Lease.

IN WITNESS WHEREOF, the Authority has caused this Lease to be executed in its corporate name by its duly authorized officers and the City has caused this Lease to be executed in its corporate name by its duly authorized officers, all as of the date first above written.

ECONOMIC DEVELOPMENT AUTHORITY OF
THE CITY OF CHASKA, MINNESOTA

By Mark Windschitl
President

Attest: Matt Podhradsky
Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

This instrument was acknowledged before me on this 21 day of December, 2015, by Mark Windschitl and Matt Podhradsky, the President and Executive Director, respectively, of Economic Development Authority of the City of Chaska, Minnesota, a Minnesota political subdivision, on behalf of the political subdivision.

Laura J Blotsky
Notary Public



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By Mark L. Smith
Mayor

Attest: 
City Administrator

This instrument was acknowledged before me on this 21 day of December, 2015, by Mark Windschitl and Matt Podhradsky, the Mayor and City Administrator, respectively, of the City of Chaska, Minnesota, a Minnesota political subdivision, on behalf of the political subdivision.

Laure J. Blasing
Notary Public



8.D. EV Charge Program License...
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EXHIBIT A

DESCRIPTION OF LAND

Lot 1, Block 1, Firemens Park Addition, Carver County, Minnesota.

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EXHIBIT B

DESCRIPTION OF IMPROVEMENTS

The Building Improvements include a 45,000 square foot building comprised of (1) a six-sheet curling rink, (2) a restaurant space overlooking the curling rink, (3) a patio exiting into the public park adjacent to the building, (4) a welcome hall which will include historical displays related to the history of the site and community, and (5) a 300-seat banquet facility and catering kitchen also opening to the adjacent public park; and moveable furniture, fixtures and equipment therefor.

B-1

EXHIBIT C

BUILDING COMPLETION CERTIFICATE

The undersigned, being a duly appointed City Representative under the Amended and Restated Lease-Purchase Agreement, dated as of December 1, 2015 (the "Lease"), between the Economic Development Authority of the City of Chaska, Minnesota (the "Authority"), and the City of Chaska, Minnesota (the "City"), hereby certifies on behalf of the City with respect to the building project to be acquired and constructed under said Lease (the "Project"), that the Project has been acquired and constructed pursuant to and in accordance with said Lease, and is now available for use by the City.

Dated _____, 20__

THE CITY OF CHASKA, MINNESOTA

By _____
City Representative

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EXHIBIT D
RENTAL PAYMENTS
SERIES 2015A BONDS

Date	Principal	Coupon	Interest	Total P+I Payments	DSR*	Payment After DSR*
08/01/2015	-	-	121,436.69	121,436.69	(3,272.42)	118,164.27
02/01/2016	-	-	206,213.25	206,213.25	(5,562.64)	200,650.61
08/01/2016	-	-	206,213.25	206,213.25	(5,562.64)	200,650.61
02/01/2017	765,000.00	1.220%	206,213.25	971,213.25	(5,562.64)	965,650.61
08/01/2017	-	-	201,546.75	201,546.75	(5,562.64)	195,984.11
02/01/2018	775,000.00	1.710%	201,546.75	976,546.75	(5,562.64)	970,984.11
08/01/2018	-	-	194,920.50	194,920.50	(5,562.64)	189,357.86
02/01/2019	790,000.00	2.060%	194,920.50	984,920.50	(5,562.64)	979,357.86
08/01/2019	-	-	186,783.50	186,783.50	(5,562.64)	181,220.86
02/01/2020	805,000.00	2.420%	186,783.50	991,783.50	(5,562.64)	986,220.86
08/01/2020	-	-	177,043.00	177,043.00	(5,562.64)	171,480.36
02/01/2021	825,000.00	2.670%	177,043.00	1,002,043.00	(5,562.64)	996,480.36
08/01/2021	-	-	166,029.25	166,029.25	(5,562.64)	160,466.61
02/01/2022	845,000.00	2.870%	166,029.25	1,011,029.25	(5,562.64)	1,005,466.61
08/01/2022	-	-	153,903.50	153,903.50	(5,562.64)	148,340.86
02/01/2023	870,000.00	3.020%	153,903.50	1,023,903.50	(5,562.64)	1,018,340.86
08/01/2023	-	-	140,766.50	140,766.50	(5,562.64)	135,203.86
02/01/2024	895,000.00	3.230%	140,766.50	1,036,766.50	(5,562.64)	1,030,203.86
08/01/2024	-	-	126,312.25	126,312.25	(5,562.64)	120,749.61
02/01/2025	925,000.00	3.430%	126,312.25	1,051,312.25	(5,562.64)	1,045,749.61
08/01/2025	-	-	110,448.50	110,448.50	(5,562.64)	104,885.86
02/01/2026	450,000.00	3.580%	110,448.50	560,448.50	(5,562.64)	554,885.86
08/01/2026	-	-	102,393.50	102,393.50	(5,562.64)	96,830.86
02/01/2027	465,000.00	3.730%	102,393.50	567,393.50	(5,562.64)	561,830.86
08/01/2027	-	-	93,721.25	93,721.25	(5,562.64)	88,158.61
02/01/2028	480,000.00	3.900%	93,721.25	573,721.25	(5,562.64)	568,158.61
08/01/2028	-	-	84,361.25	84,361.25	(5,562.64)	78,798.61
02/01/2029	500,000.00	4.000%	84,361.25	584,361.25	(5,562.64)	578,798.61
08/01/2029	-	-	74,361.25	74,361.25	(5,562.64)	68,798.61
02/01/2030	520,000.00	4.000%	74,361.25	594,361.25	(5,562.64)	588,798.61
08/01/2030	-	-	63,961.25	63,961.25	(5,562.64)	58,398.61
02/01/2031	540,000.00	4.250%	63,961.25	603,961.25	(5,562.64)	598,398.61
08/01/2031	-	-	52,486.25	52,486.25	(5,562.64)	46,923.61
02/01/2032	565,000.00	4.250%	52,486.25	617,486.25	(5,562.64)	611,923.61
08/01/2032	-	-	40,480.00	40,480.00	(5,562.64)	34,917.36
02/01/2033	585,000.00	4.400%	40,480.00	625,480.00	(5,562.64)	619,917.36
08/01/2033	-	-	27,610.00	27,610.00	(5,562.64)	22,047.36
02/01/2034	615,000.00	4.400%	27,610.00	642,610.00	(5,562.64)	637,047.36
08/01/2034	-	-	14,080.00	14,080.00	(5,562.64)	8,517.36
02/01/2035	640,000.00	4.400%	14,080.00	654,080.00	(1,118,090.29)	(464,010.29)
Total	\$12,855,000.00	-	\$4,762,493.44	\$17,617,493.44	(1,332,743.03)	\$16,284,750.41

*Estimated.

D-1

SERIES 2015C BONDS

Date	Principal	Coupon	Interest	Total P+I Payments	DSR*	Payment After DSR*
02/01/2016	-	-	-	-	(266.24)	(266.24)
08/01/2016	-	-	71,798.03	71,798.03	(1,549.11)	70,248.92
02/01/2017	175,000.00	1.530%	61,249.50	236,249.50	(1,549.11)	234,700.39
08/01/2017	-	-	59,910.75	59,910.75	(1,549.11)	58,361.64
02/01/2018	190,000.00	2.000%	59,910.75	249,910.75	(1,549.11)	248,361.64
08/01/2018	-	-	58,010.75	58,010.75	(1,549.11)	56,461.64
02/01/2019	190,000.00	2.400%	58,010.75	248,010.75	(1,549.11)	246,461.64
08/01/2019	-	-	55,730.75	55,730.75	(1,549.11)	54,181.64
02/01/2020	195,000.00	2.720%	55,730.75	250,730.75	(1,549.11)	249,181.64
08/01/2020	-	-	53,078.75	53,078.75	(1,549.11)	51,529.64
02/01/2021	200,000.00	2.970%	53,078.75	253,078.75	(1,549.11)	251,529.64
08/01/2021	-	-	50,108.75	50,108.75	(1,549.11)	48,559.64
02/01/2022	205,000.00	3.220%	50,108.75	255,108.75	(1,549.11)	253,559.64
08/01/2022	-	-	46,808.25	46,808.25	(1,549.11)	45,259.14
02/01/2023	215,000.00	3.370%	46,808.25	261,808.25	(1,549.11)	260,259.14
08/01/2023	-	-	43,185.50	43,185.50	(1,549.11)	41,636.39
02/01/2024	220,000.00	3.590%	43,185.50	263,185.50	(1,549.11)	261,636.39
08/01/2024	-	-	39,236.50	39,236.50	(1,549.11)	37,687.39
02/01/2025	230,000.00	3.790%	39,236.50	269,236.50	(1,549.11)	267,687.39
08/01/2025	-	-	34,878.00	34,878.00	(1,549.11)	33,328.89
02/01/2026	240,000.00	3.940%	34,878.00	274,878.00	(1,549.11)	273,328.89
08/01/2026	-	-	30,150.00	30,150.00	(1,549.11)	28,600.89
02/01/2027	245,000.00	4.390%	30,150.00	275,150.00	(1,549.11)	273,600.89
08/01/2027	-	-	24,772.25	24,772.25	(1,549.11)	23,223.14
02/01/2028	260,000.00	4.390%	24,772.25	284,772.25	(1,549.11)	283,223.14
08/01/2028	-	-	19,065.25	19,065.25	(1,549.11)	17,516.14
02/01/2029	270,000.00	4.390%	19,065.25	289,065.25	(1,549.11)	287,516.14
08/01/2029	-	-	13,138.75	13,138.75	(1,549.11)	11,589.64
02/01/2030	280,000.00	4.570%	13,138.75	293,138.75	(1,549.11)	291,589.64
08/01/2030	-	-	6,740.75	6,740.75	(1,549.11)	5,191.64
02/01/2031	295,000.00	4.570%	6,740.75	301,740.75	(311,370.61)	(9,629.86)
Total	\$3,410,000.00	-	\$1,202,677.53	\$4,612,677.53	(356,561.04)	\$4,256,116.49

*Estimated.

LICENSE AGREEMENT **(MMPA EV CHARGER PROJECT)**

This License Agreement ("Agreement") is made effective _____, 2021 (the "Effective Date"), by and between Minnesota Municipal Power Agency ("MMPA"), and the City of Chaska, Minnesota (the "City"). MMPA and the City are each sometimes referred to in this Agreement as a "Party" and are collectively referred to as the "Parties."

RECITALS:

WHEREAS, MMPA is a municipal power agency, formed pursuant to Minn. Stat. § 453.01- 453.62, as amended; and

WHEREAS, the City is a member of MMPA; and

WHEREAS, MMPA is developing a public electric vehicle charger project, known as the "MMPA EV Charger Project," involving the installation of electric vehicle chargers in its member cities; and

WHEREAS, the Chaska Economic Development Authority (the "EDA") is the owner of certain real property described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the City operates park and recreational facilities on the Property pursuant to a lease with the EDA (the "Lease"); and

WHEREAS, the City has selected a location on the Property for the location of an electric vehicle charger for use by the public; and

WHEREAS, the City has agreed with MMPA to grant a non-exclusive license to MMPA to construct, operate, maintain, repair and replace a Charger on the Property at MMPA's sole expense, subject to the following terms and conditions.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Licenses**. The City hereby grants and conveys to MMPA the following licenses "(the "Licenses"):
 - 1.1. **EV Charger License**. A license (the "EV Charger License") for the purpose of installing, operating, maintaining, repairing, and replacing the EV Charger Facilities depicted on Exhibit B attached hereto. The initial charger facilities will consist of a 73.83-inch tall pedestal with 20-foot

cables, a concrete pad, electrical connection facilities, and other related facilities (collectively, together with any replacements, the "EV Charger Facilities"). The EV Charger Facilities will be placed at the locations shown on the attached Exhibit B to allow the EV Charger Facilities to be utilized by electric cars parked within the two parking spaces designated exclusively for such use on attached Exhibit B (the "EV Parking Spaces").

- 1.2. Utility License: A non-exclusive license (the "Utility License") for utility purposes (including the provision of electrical power to the EV Charger Facilities) over and across that portion of the Property depicted on Exhibit B as the "EV Charger Interconnection."
- 1.3. Access. A non-exclusive license for the use of MMPA and its Permittees (as defined below) for the ingress and egress passage of vehicles over and across the parking and driveway areas of the Property, as the same may from time to time be constructed and maintained for such use (the "Driveways"), for access to the EV Parking Spaces from any public or private road, together with the right to use the parking spaces designated as the EV Parking Spaces. The City also grants to MMPA access to the EV Charger Facilities using the most reasonably direct route possible over Driveways and parking areas, as may be reasonably necessary to construct, maintain, monitor, repair, and/or remove the EV Charger Facilities. As used herein, "Permittee" shall mean the respective officers, directors, officials, employees, agents, contractors, customers, vendors, suppliers, visitors, licensees, and invitees of MMPA.

2. **Terms and Conditions of Licenses.**

- 2.1. Construction. MMPA shall, at its sole expense, construct, operate, monitor, maintain, repair, replace and remove the EV Charger Facilities throughout the term of this Agreement and any extensions thereto. MMPA shall incorporate the City's existing underground conduit located near the location of the EV Charger Facilities in connection with the installation of the EV Charger Facilities. MMPA shall complete its initial installation of the EV Charger Facilities by no later than June 30, 2022. If MMPA fails to complete the installation of the EV Charger Facilities by such date, at any time thereafter until completion of such installation, the City shall have the right to terminate this Agreement. If the City terminates this Agreement pursuant to the previous sentence, MMPA shall restore the portions of the Property in accordance with Section 5.3 below but otherwise, except to the extent that provisions of this Agreement survive termination, the Parties shall have no other duty to one another under this Agreement. In the event of such termination, the City shall not be entitled to damages related to MMPA's failure to install the EV Charger Facilities.
- 2.2. Maintenance and Repair. MMPA shall keep the EV Charger Facilities in good repair and working order, without cost to the City. MMPA shall have

the right to contract with third parties in the exercise of its License rights and shall also have the right to sublicense to third parties any or all of its License rights; provided that any such sublicense shall not relieve MMPA of its obligations hereunder.

- 2.3. Making, Monitoring, and Maintaining Connection. MMPA accepts all responsibility for making, monitoring, and maintaining the connection between the EV Charger and the local electrical distribution system's transformer or junction box, as applicable, at MMPA's sole expense.
- 2.4. Benefits and Term. The Licenses granted by the City to MMPA in this Agreement shall remain in effect for the entire term of this Agreement and any extensions thereto and are personal to MMPA (but subject to assignment in accordance with the terms and conditions of this Agreement).
- 2.5. Obstructions. The free flow of vehicular traffic over the Driveways and access to the EV Parking Spaces for use of the EV Charger Facilities shall not be materially obstructed or interfered with in any way, except to the extent reasonably necessary for repair and maintenance, to accommodate truck deliveries, or traffic regulation and control.
- 2.6. EV Parking Spaces. MMPA shall have the right to mark the EV Parking Spaces with such signage, parking lines, and other similar means in order to designate such EV Parking Spaces for the exclusive use of the EV Charger Facilities. The City shall maintain the EV Parking Spaces in connection with and to the same extent and condition as the City maintains its other parking spaces within the Property.
- 2.7. Work; Restoration of Property. Upon completion of any work requiring damage to the Property, MMPA shall, in all cases, restore the Property to the same or better condition as it was prior to said work. Work shall be completed as promptly as weather permits. If MMPA does not perform and complete the restoration work, remove all dirt, rubbish, equipment and material, and put the Property in the required condition within a reasonable period following completion of the work requiring such damage, the City shall deliver a written demand for such performance and completion to MMPA. If MMPA fails to perform the restoration work within a reasonable period of time following the demand (which period shall not exceed fifteen (15) days), the City shall have the right to make the restoration at the expense of MMPA. MMPA shall reimburse the City's cost of restoration within 30 days of receipt of an invoice for the work. This remedy shall be in addition to any other remedy available to the City.
- 2.8. No Payments. No payments or rent will be paid by MMPA to the City or any other party for the Licenses during the term of this Agreement.

3. **Use of License Areas by City.** The areas subject to the Licenses are located within the City's parking area for use by the City and the public in connection with the City's park and recreational facilities. In recognition of this, the City agrees with MMPA as follows:
 - 3.1. **No Interference with EV Charger Facilities.** The City will not permit any use in the areas where the EV Charger Facilities are located that materially interferes with the use of the EV Charger Facilities or the EV Parking Spaces, or the maintenance, monitoring, operation or repair of such facilities.
 - 3.2. **Safety Near Charger.** No structures, fences, trees, or other improvements that could potentially interfere with the safety of the EV Charger Facilities shall be built, installed or planted in the areas in which the EV Charger Facilities are located without the prior written consent of MMPA, which may be granted or withheld in MMPA's reasonable discretion.
 - 3.3. **Maintenance.** The City shall maintain, at the City's expense, all grass or other landscaping around the EV Charger Facilities in a manner consistent with its maintenance of the grass and landscaping in the remainder of the parking area.
4. **Term.** The Term of this Agreement shall commence on the effective date and continue thereafter for a 10-year period, ending on the tenth (10th) anniversary of the Effective Date. The Agreement may be extended by MMPA, at its option, beyond said Term for up to two additional five-year periods. The right to extend may be exercised by delivery of a written notice of extension at least ninety days prior to the expiration of the Term or any existing extension thereof.
5. **Ownership of EV Charger Facilities.**
 - 5.1. **Ownership Rights of MMPA.** MMPA shall have all ownership rights in the EV Charger Facilities.
 - 5.2. **No Ownership of EV Charger Facilities by the City.** The City shall have no ownership or other interest in EV Charger Facilities and MMPA may remove or replace any or all EV Charger Facilities at any time. MMPA shall provide the City with 60 days' written notice before decommissioning and removing the EV Charger Facilities.
 - 5.3. **Removal of EV Charger Facilities.** Upon the termination of this Agreement and subject to any agreement to convey the EV Charger Facilities to the City, MMPA shall, at its own expense, remove all above-ground EV Charger Facilities, including the foundation, and provide such grading and paving as may be required to restore the Property to the same or better condition as existed prior to the installation of the EV Charger Facilities. MMPA shall have no responsibility to remove the City-installed

underground conduit that will be used in connection with the EV Charger Facilities.

6. **MMPA's Covenants.** MMPA hereby covenants to the City that:

- 6.1. **Indemnification.** MMPA shall indemnify, keep, hold and defend the City, the EDA, and their officials, employees and agents free and harmless from any and all liability loss, cost, damage, liability or expense, including reasonable attorneys' fees, suffered or incurred by the City, the EDA or their officers, employees, or agents, arising out of MMPA's negligence or willful acts or omissions or the negligence or willful acts or omissions of its employees, agents or contractors related to MMPA's use of the Property. The City and the EDA shall not be indemnified for losses or claims occasioned through the City's own negligence or misconduct.
- 6.2. **Insurance.** MMPA shall maintain liability insurance, insuring MMPA, the City and the EDA if loss caused by MMPA's use of the Property under this Agreement (the "Policy"). The Policy shall provide for a coverage limit of two million dollars (\$2,000,000.00). Under the Policy, the City and the EDA will be named as an additional insured by endorsement with respect to operations or activities of MMPA on the Property. No coverage is provided for liability arising out of the City's or its tenants, invitees, or permittees' own negligence or misconduct. MMPA shall require each of its contractors, consultants or agents performing work on behalf of the MMPA to procure and maintain comparable insurance coverage that meets the requirements of this Section 6.2. MMPA agrees to supply the City with a certificate of insurance that shows insurance coverage provided under the Policy, as the City may reasonably request. The City and MMPA each agree that nothing in this section regarding indemnity or insurance shall be a waiver of any immunity that either the City or MMPA may have under Minnesota statutes, except to the extent that valid and collectible insurance exceeds applicable limits and covers the claim, as set forth in Minnesota Statute Section 466.06.
- 6.3. **Requirements of Governmental Agencies.** MMPA, at its expense, shall comply in all material respects with valid and applicable laws, ordinances, statutes, orders and regulations of any governmental agency in connection with the installation and operation of the EV Charger Facilities. MMPA shall have the right and sole discretion to contest by appropriate legal proceedings, brought in the name of MMPA or in the name of both MMPA and the City where appropriate and required, the validity or applicability to the Property or EV Charger Facilities of any law, ordinance, statute, order, regulation, property assessment or the like, now or hereafter made or issued by any federal, state, county, local, or other governmental unit or entity. The City shall cooperate in every reasonable way in such contest, at no out-of-pocket expense to the City. Any contest

or proceeding, including any maintained in the name of the City, shall be controlled and directed by MMPA.

7. **City's Covenants.** The City hereby covenants as follows:

- 7.1. **City's Authority.** Under the terms of the Lease, the City has the exclusive right to the use of the surface of the Property. The Lease is in full force and effect and, to the knowledge of the City (a) there is no breach or default of any term or condition of the Lease and (b) there is no condition or event that exists or that has occurred which, with the passage of time or the giving of notice, would constitute an event of default under the Lease. The City is authorized under the Lease to grant the Licenses. Each person signing this Agreement on behalf of the City is authorized to do so. When signed by the City, this Agreement constitutes a valid and binding agreement enforceable against the City and the Property in accordance with its terms.
- 7.2. **No Condemnation or other proceedings.** The City warrants and represents that there are no pending or, to the City's knowledge, threatened condemnations or similar proceedings, lawsuits or other claims that may affect the areas of the Property subject to the Licenses.
- 7.3. **No representations or warranties regarding the Property.** MMPA accepts the license areas in their "as is," "where is," "with all faults" condition. MMPA acknowledges it has had an opportunity to inspect the physical condition of the Property and title to the Property. The City makes no representation or warranties regarding the condition of the Property, title to the Property, or the suitability of the license areas for MMPA's intended use. No license described herein shall be expanded or enlarged by implication. MMPA is not being granted, nor shall it claim, any right, title, or interest in the Property.
- 7.4. **Requirements of Governmental Agencies; Cooperation.** The City shall assist and fully cooperate with MMPA, at no out-of-pocket expense to the City, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews, or any other permits or approvals required for the construction, installation, relocation, replacement, maintenance, operation or removal of EV Charger Facilities on the License Areas, including execution of applications for such permits or approvals if required. In connection with any applications for such approvals, the City agrees at MMPA's request to support such application (at no out-of-pocket expense to the City) at any administrative, judicial or legislative level. In the event that any laws, rules, regulations or ordinances of any governmental agency provide for setbacks or otherwise restrict the location of any EV Charger Facilities to be installed on the Charger License Area, the City shall cooperate with MMPA in obtaining waivers of such setbacks and shall execute any documents reasonably

requested by MMPA to evidence such waiver of such setbacks. The City provides no guarantees of the approval of any applications, waivers, variances or other matters presented to the City.

- 7.5. Indemnity. Subject to the tort liability limits provided under Minn. Stat. chapter 466, the City hereby agrees to indemnify and hold MMPA against liability for physical damage to property and for physical injuries to any person, to the extent caused by the negligence or willful acts or omissions of the City or its employees, agents or contractors. The MMPA shall not be indemnified for losses or claims occasioned through the MMPA's own negligence or misconduct.

8. **Termination.**

- 8.1. MMPA Right to Terminate. MMPA shall have the right to terminate this Agreement, as to all or any part of the Property at any time and/or for any reason, effective upon not less than 90 days' prior notice to the City from MMPA.

- 8.2. Terminations by the City. If MMPA breaches this Agreement, the City may provide MMPA with notice of the breach. If MMPA fails to fully cure the breach within 30 days of the date such notice is given, the City may immediately terminate this Agreement and the licenses described herein by giving MMPA notice of termination, which termination shall be effective when notice is deemed given. In addition, the City may terminate this Agreement and the licenses described herein, without cause, at any time by providing 90 days' prior notice of termination to MMPA and paying a termination fee equal to MMPA's actual cost to initially install the EV Charger Facilities and to remove the EV Charger Facilities, excluding MMPA staff time, prorated based upon the remaining term of the Agreement. For example, if 2 years remain on a 10-year term, the termination fee will be 20% of the cost of initial installation and removal. MMPA shall, upon the City's request, provide documentation that proves the cost of initially installing the EV Charger Facilities. Sections 5.3, 6.1, 7.5 and 9 of this Agreement shall survive any termination or expiration of this Agreement. In addition to the rights described above, if MMPA breaches this Agreement the City may seek damages or any other remedy available at law or in equity.

9. **Arbitration.** All disputes which in any manner arise out of or relate to this Agreement or the subject matter hereof, shall be resolved in the first instance amicably by meetings among members of designated representatives of the City and MMPA. If such meetings are unsuccessful, then such dispute shall be resolved exclusively by arbitration pursuant to the rules and procedures of the American Arbitration Association (the "AAA") conducted in Minnesota pursuant to the laws of the state of Minnesota.

10. **Notices.** All notices, requests, demands, waivers, approvals, consents, and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to the City:

City of Chaska
Attn: Electric Director
1 City Hall Plz.
Chaska, MN 55318-1950

If to MMPA:

Minnesota Municipal Power Agency
c/o Avant Energy Services, Inc.
220 South Sixth St., Ste.1300
Minneapolis, MN 55402

Each notice shall be deemed given on the day it is sent.

11. **Miscellaneous.**

- 11.1. This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the City and MMPA.
- 11.2. This Agreement may be signed in counterparts by the parties hereto.
- 11.3. MMPA may, at any time and without the EDA's consent, assign this Agreement to the City or any department, division, agency, or commission responsible for the City's electric service. Upon assumption of the Agreement by the City or any department, division, agency, or commission responsible for the City's electric service, MMPA shall be released from any obligations related to this Agreement arising after the date of assignment. MMPA may not assign this Agreement at any time to any other person without the City's consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- 11.4. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of the Agreement, which shall continue in full force and effect.
- 11.5. Headings set forth herein are for convenience, only and are not to be construed against the content of any paragraphs herein.
- 11.6. This Agreement shall be construed in accordance with the laws of Minnesota.
- 11.7. This Agreement may not be modified or changed except by the written agreement of both Parties.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

City of Chaska

Minnesota Municipal Power Agency

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

and

By: _____

Name: _____

Title: _____

Consent of EDA

The Chaska Economic Development Authority (the “EDA”) hereby consents to the above Agreement and agrees that if the EDA takes possession of the Property because of the expiration or termination of the Lease, so long as MMPA complies with and performs its obligations under the Agreement and no event of default has occurred under this Agreement, then the EDA agrees that (a) the EDA will not terminate, impair or disturb the rights of MMPA under this Agreement, except pursuant to the terms of the Agreement and (b) the Agreement will continue in full force and effect as a direct agreement between the EDA and MMPA, upon and subject to all of the terms, covenants and conditions of the Agreement (including any termination rights), for the balance of the term of the Agreement (as the same may be extended).

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____) ss.

This instrument was acknowledged before me on this ____ day of _____, 2021, _____, as the _____ of _____, a _____ of the State of _____, on behalf of said _____.

Notary Public

Name: _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____) ss.

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____, as the _____ of Minnesota Municipal Power Agency, a political subdivision of the State of Minnesota, on behalf of said Agency.

Notary Public

Name: _____
My Commission Expires: _____

ACKNOWLEDGMENT

State of _____)
County of _____) ss.

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____, as the _____ of the Chaska Economic Development Authority.

Notary Public

This Instrument was drafted by:
Stinson LLP (RLS)
50 South Sixth Street, Suite 2600
Minneapolis, MN 55402
Phone: (612) 335-1500

EXHIBIT A:

Description of Property

Block 1, Lot 2 and 3 Firemens Park Addition Chaska, Minnesota

EXHIBIT B:

Site Map Depicting License Areas,
EV Charging Facilities, and EV Parking Spaces



REQUEST FOR ACTION CHASKA CITY COUNCIL 10-4-2021

Subject: **A resolution committing required local matching funds and authorizing submission of an application for grant funding from the U.S. Department of Commerce's Economic Development Administration (EDA)**

Prepared By: Nate Kabat – Assistant City Administrator

Background

As the City pursues the Creek Road sewer extension to serve portions of the Chaska Creek Industrial Park and planned industrial to the west of 212, staff continues to pursue funding sources to support the project. Recently the U.S. Economic Development Administration (EDA) release a Notice of Funding Opportunity for funds that are available through the American Recovery Act. Staff has been tracking this opportunity since the ARA was passed anticipating the release of the Notice. Staff are prepared to apply to this program seeking funds in support of the sewer extension within the upcoming months. One required piece in the submission is an expression of Council support and commitment to the local funding share of the project, which the attached resolution addresses.

Recommendation

Staff recommends Council approve the resolution indicating support of the planned creek road sewer extension and commitment to the local share of funds for the project.

CITY COUNCIL ACTION REQUESTED

Motion approving Resolution No. 2021-65 committing required local matching funds and authorizing submission of an application for grant funding from the U.S. Department of Commerce's Economic Development Administration (EDA).

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 10-04-2021 **RESOLUTION NO.** 2021-65

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

**A RESOLUTION COMMITTING REQUIRED LOCAL MATCHING FUNDS AND
AUTHORIZING SUBMISSION OF AN APPLICATION FOR GRANT FUNDING FROM THE
U.S. DEPARTMENT OF COMMERCE'S ECONOMIC DEVELOPMENT ADMINISTRATION
(EDA)**

WHEREAS, the U.S. Department of Commerce Economic Development Administration (EDA) has made funds available through the FY 2021 American Rescue Plan Act Economic Adjustment Assistance Notice of Funding Opportunity (NOFO) (ARPA EAA NOFO);

WHEREAS, these funds are intended to support economic development projects in communities nationwide

WHEREAS, the City of Chaska Staff has detailed plans to construct a trunk sanitary sewer line within the Creek Road corridor to service the new developing southwest area of Chaska including sites and areas with substantial potential job creation;

WHEREAS, the City is required to commit a minimum of 20 percent of the total project costs as matching funds to the funds awarded by the EDA grant program;

WHEREAS, the total budget for the Creek Road infrastructure project is approximately \$14.2 million;

WHEREAS, the City intends to apply for \$3.75 million in EDA funding, which will be matched by \$10.45 million in local sources.

NOW, THEREFORE BE IT RESOLVED, the Chaska City Council does hereby authorize the City's submission to and acceptance of funds from the EDA ARPA EAA Program and commits to provide a minimum of 20 percent local match requirement for the project.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 4th day of October 2021.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

REQUEST FOR ACTION CHASKA CITY COUNCIL 10/04/2021

Subject: Approving Purchase Agreement for Right of Way of City Collector Road named Savanna Way

Prepared By: Matt Clark, City Engineer

As the Council is aware, the NE Collector roadway named Savanna Way serves as a local collector road for the various neighborhood developments in Southwest Chaska and is an important link of the overall transportation network supporting the future growth for the Heights of Chaska SW Area. In 2017 the city constructed the first phase of Savanna and is now in the planning stage for Phase II shown on the attached exhibit.

In Southwest as area development has occurred, assessments have been levied to support costs to construct collector roads and for the acquisition of land for right of way. The action item for this evening is to acquire the final right of way portion from Traditions Development that will allow the project to proceed with an anticipated construction year of 2023/2024.

The 3.2 acres being acquired is currently owned by Traditions Development and has been preserved from development as a part of the planning process. The costs associated with the right of way are consistent with appraisals that have occurred. Most recently Tradition's development acquired a portion of development property from the City known as the Cottrell property in 2020 which is consistent with the land value the City will be acquiring. The total cost of the proposed right of way is \$344,000 as noted in the attached purchase agreement.

The action for Council would be to authorize the mayor and the City Administrator to execute the attached purchase agreement.

CITY COUNCIL ACTION REQUESTED

Motion to authorize City Administrator and Mayor to fully execute the Purchase Agreement related to the land acquisition of right of way for Savanna Way.

PURCHASE AGREEMENT VACANT LAND

THIS AGREEMENT is made on ____ day of September, 2021 (“**Effective Date**”), between CLUB WEST PARTNERS, LLC, a Minnesota limited liability company **Seller**), and THE CITY OF CHASKA, a Minnesota municipality (“**Buyer**”).

Seller and Buyer agree as follows:

1. **Sale of Property.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property (“**Property**”), approximately 3.19 acres, located in Carver County, Minnesota, and described as follows:
See **Exhibit A** attached hereto.

2. **Purchase Price.** Buyer agrees to pay to Seller the sum of \$344,000 (the “**Purchase Price**”), payable as follows:

- a. \$10,000.00 payable upon the execution of this Agreement (“**Earnest Money**”); and
- b. \$334,000 in cash and/or by wire transfer of immediately available funds on or before the Closing Date.

The Earnest Money shall be paid to and held by the Title Company.

3. **Closing.** The closing contemplated by this Agreement (the “**Closing**”) shall occur on _____, 2021 or such earlier date selected by Buyer (“**Closing Date**”). The Closing shall take place at the office of Title Mark (“**Title Company**”) at 510 Chestnut Street North, Suite 100, Chaska, MN 55318 or such other place agreed upon by the parties.

4. **Buyer’s Due Diligence; Examination of Title.**

a. **Buyer’s Due Diligence.** Buyer and its representatives shall have access to the Property and all parts thereof up until the Closing Date to conduct its due diligence and a Phase I Environmental Assessment (“**Phase I**”) of the Property. The Phase I shall be at Buyer’s expense. Seller shall reasonably cooperate with Buyer’s investigation and testing. To the best of Seller’s knowledge, there are no hazardous substances located on or about the Property, except as may be disclosed by Buyer’s actual investigation of the Property. Buyer shall indemnify and hold Seller and the Property harmless from any costs associated with the Phase I and from damage or destruction to the Property caused by Buyer’s entry onto the Property or any Phase I testing (subject to the provisions of Minnesota Statutes, Chapter 466) and such obligations shall survive Closing or any termination of this Agreement. Such indemnity, however, shall not apply to pre-existing conditions revealed by Buyer’s inspection or testing. In the event Buyer is dissatisfied with the results of the Phase I, or dissatisfied with Buyer’s due diligence, Buyer, at its option, and as its sole remedy, may terminate this Agreement by written notice to Seller and the Earnest Money

shall be transferred to Seller, or Buyer may waive any term or condition and proceed to close.

b. **Evidence of Title.** Seller shall furnish to Buyer within fifteen (15) days of this Agreement a commitment issued by Title Company for an ALTA Owner's Policy ("**Title Policy**") in the amount of the Purchase Price, insuring Buyer's title to the Property, subject only to permitted encumbrances ("**Title Commitment**").

c. **Title Objections.** Buyer shall make written objections ("**Objections**") to the Title Commitment within thirty (15) days of receipt thereof. Except as provided below, Buyer's failure to make Objections within the time provided shall constitute a waiver of Objections. Except as provided below, any matter indicated in the Title Commitment, and not objected to by Buyer, shall be a permitted encumbrance. Any mortgages or other monetary liens or encumbrances against the Property shall be deemed automatic Objections (without any further action by Buyer) and Seller shall cure them on or before Closing. Seller shall have fifteen (15) days after receipt of Objections to cure Objections in Seller's sole discretion. The closing shall be postponed until Objections have been cured. If Seller cures Objections within the time provided, Seller shall give written notice to Buyer that Objections have been cured and the closing shall be held within ten (10) days of written notice by Seller. If Seller fails to cure Objections within the time provided, Buyer, at its option and as its sole remedy, may terminate this Agreement by written notice to Seller and the Earnest Money shall be refunded to Buyer or Buyer may waive Objections and proceed to close in which event Seller shall have no further liability or obligation to Buyer by reason of such Objections.

5. **Conveyance.** Upon performance by Buyer of its obligations under this Agreement including payment of the Purchase Price, Seller shall execute and deliver to Buyer a Limited Warranty Deed ("**Deed**") conveying the Property subject to the following:

- a. Building and zoning laws, ordinances and state and federal regulations;
- b. Restrictions related to use or improvement of the Property without effective forfeiture provisions to which Objections have not been timely raised;
- c. Reservation of any mineral rights by the State of Minnesota;
- d. Easements, restrictions and covenants of record to which Objections have not been timely raised;
- e. Real estate taxes and special assessments, except as otherwise provided herein; and
- f. All matters that have been waived or accepted by Buyer pursuant to Section 4 (b).

Seller shall also deliver to the Title Insurer (1) an affidavit indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving

Seller or, to Seller's actual knowledge, the Property; that to Seller's actual knowledge there has been no skill, labor, or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that to Seller's actual knowledge there are no unrecorded interests in the Property, and (2) such other customary documents or instruments as may be reasonably required by Title Insurer in order to consummate the Closing; provided, however, Seller shall not be obligated to execute any documents or instruments (such as indemnification agreements) such that Seller is subject or otherwise potentially exposed to any cost, obligation or liability unless Seller has agreed in writing to provide such items to cure any Objections in accordance with Section 4(b) of this Agreement.

6. **Real Estate Taxes.** Seller shall pay all real estate taxes and any penalties or interest thereon, due and payable with respect to the Property in all years prior to the year of closing, including all deferred taxes (including "Green Acres" taxes pursuant to Minn. Stat. § 273.11). Real estate taxes payable in the year of the closing shall be prorated between the parties on a per diem basis as of the Closing Date. Buyer shall pay all real estate taxes due and payable in years after the year of the closing.

7. **Special Assessments.** Seller shall be responsible for the payment of all special assessments, if any, levied against the Property on the Closing Date. Buyer shall be responsible for the payment of all special assessments, if any, which became levied or pending against the Property subsequent to the Closing Date.

8. **Well Disclosure.** (check a or b)

a. X Seller does not know of any wells on the Property (inquiry may be needed here).

b. Seller knows that there is a well or wells on the Property and Seller's Well Disclosure is attached.

9. **Sewage Treatment System Disclosure.** (check a or b and c or d)

a. Sewage generated on the Property goes to a facility permitted by the Minnesota Pollution Control Agency.

b. X Sewage generated on the Property does not go to a facility permitted by the Minnesota Pollution Control Agency.

c. X Seller does not know if there is an abandoned individual sewage treatment system on the Property.

d. Seller knows that there is an abandoned individual sewage treatment system on the Property and Seller's Disclosure of Individual Sewage Treatment System is attached.

10. **Foreign Entity.** Seller is not a foreign person, partnership, trust or estate as those terms are defined in Section 1445 of the Internal Revenue Code.

11. **Possession.** Seller shall deliver possession of the Property to Buyer on the Closing Date in substantially the same condition as the Property existed on the date of this Agreement. During the period from the date of this Agreement to the Closing Date, Seller shall maintain adequate liability and casualty insurance regarding the Property. Seller represents there are no tenants using any portion of the Property. Seller shall not execute any contracts, leases, easements, or other agreements regarding the Property without the written consent of Buyer. On or before the Closing Date, Seller shall pay for all labor or materials furnished to the Property at the request of Seller.

12. **Allocation of Costs.** The parties agree to the following allocation of costs:

a. **Title Commitment.** Seller shall pay the cost of providing the Title Commitment.

b. **Title Policy.** Buyer shall pay the premium for the issuance of the Title Policy.

c. **Deed Tax.** Seller shall pay the state deed tax and conservation fee in connection with the recording of the Deed.

d. **Mortgage Registry Tax.** Buyer shall pay the mortgage registry tax in connection with the recording of any mortgage.

e. **Recording Fees.** Buyer shall pay the cost of recording the Deed. Seller shall pay the cost to record any documents required to correct title Objections.

f. **Closing Fee.** Seller and Buyer shall each pay one-half of the closing fees charged by Title Company.

g. **Attorneys' Fees.** Except as otherwise provided herein, each party shall pay its own attorneys' fees.

13. **Remedies.**

a. **Buyer.** In the event of default by Seller under this Agreement, Buyer may, as Buyer's sole remedies, after at least ten (10) days written notice to Seller and Seller's failure to cure the default within said period, declare this Agreement terminated and the Earnest Money shall be returned to Buyer or bring an action for specific performance. Buyer hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller to recover damages.

b. **Seller.** In the event of default by Buyer under this Agreement, Seller may as Seller's sole remedy after at least ten (10) days written notice to Buyer and Buyer's

failure to cure the default within said period, cancel this Agreement, and upon cancellation, retain the Earnest Money as liquidated damages. Cancellation by Seller shall be in accordance with the provisions of Minn. Stat. § 559.217 or Minn. Stat. § 559.21, subd. 4. Buyer hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller to recover any other damages.

c. The remedies provided in this Agreement are the exclusive remedies of the parties.

14. **Brokers.** The parties represent to each other that they have not retained a broker or agent in connection with the purchase and sale of the Property. The parties shall indemnify and hold each other harmless from and against any claims, causes of action, damages, costs or expenses, including attorneys' fees, arising from any broker or agent claiming a commission or fee with respect to the purchase and sale of the Property.

15. **Time.** Time is of the essence for all provisions of this Agreement.

16. **Notice.** Any notice provided in this Agreement shall be in writing and shall be mailed by United States certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

Seller: Club West Partners, LLC
16972 Brandtjen Farm Drive
Lakeville, MN 55044
Attn: Patrick Wrase

Buyer: City of Chaska
One City Hall Square
Chaska, MN 55318
Attn: Matt Clark

Notice shall be effective on the date of mailing.

17. **Entire Agreement; As Is Sale.** This Agreement constitutes the complete and final agreement between the parties relating to the purchase and sale of the Property. This Agreement supersedes any prior oral or written agreement. Except as expressly provided herein including specifically Sections 8 and 9, neither Seller nor any real estate broker, agent or other representative of Seller has made any representations or warranties whatsoever regarding this transaction or any fact relating thereto, including, without limitation, the condition of the Property and Buyer acknowledges that it is purchasing the Property in its "as is" condition with all faults. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, verbally or in writing, unless expressly set forth herein, including specifically Sections 8 and 9.

18. **Governing Law.** This Agreement has been executed in the State of Minnesota and shall be governed in all respects by the laws thereof.

19. **Assignment.** Buyer may not assign its rights under this Agreement without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion.

20. **No Third-Party Rights.** This Agreement is made for the benefit of Seller and Buyer and no other person shall have any rights under this Agreement.

21. **Severability.** The provisions of this Agreement shall be severable and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions.

22. **Amendment.** No amendment of this Agreement shall be valid unless it is in writing and signed by the parties.

23. **Waiver.** No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement.

24. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all which shall constitute but a single instrument.

25. **Captions.** Captions are for reference purposes only and shall not be considered in the interpretation of this Agreement.

26. **Not Eminent Domain.** At the Closing, Seller shall execute a recordable waiver of any first refusal right that Seller may have pursuant to Minn. Stat. §117.226. Such waiver shall be prepared by Buyer for Seller's signature. Seller agrees the Purchase Price includes sufficient consideration for such waiver.

CLUB WEST PARTNERS, LLC

By: _____
T. Jacob Enebak
Its: Chief Manager

CITY OF CHASKA

By: _____
Mark Windschitl

Its: Mayor

By: _____

Denise Wetzel

Its: City Clerk

EXHIBIT A
Legal Description

Outlot N, Club West Fourth Addition, Carver County, Minnesota to be platted as Right of Way with Harvest West 3rd Addition.

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING:

October 4, 2021

Paid and Unpaid Invoices:

Check #'s 339639-339802

\$965,669.98

Paid Electronic Invoices:

Wire #'s 2932-2953

\$4,825,902.15

Amount for Approval-Council Meeting:

October 4, 2021

\$5,791,572.13

Checks

09/30/2021 14:52 8482mrob		City of Chaska VENDOR INVOICE LIST				munis a tyler erp solution					P 1 apinvlst	
INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION			
100004 3M COMPANY												
9412765472		09/16/2021	100521	339660	306.00	10/16/2021	INV	PD	BLACK VINYL FOR SIGN MARK			
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9412775823		09/17/2021	100521	339660	306.00	10/17/2021	INV	PD	GREEN VINYL FOR SIGN MAKI			
CHECK DATE: 10/05/2021												
					612.00							
100007 AAA STRIPING SERVICE CO												
21284*01		09/21/2021	100521	339661	13,996.84	10/21/2021	INV	PD	LONG LINE STRIPING			
CHECK DATE: 10/05/2021												
103825 ACUSHNET COMPANY												
300327509		09/09/2021	100521	339662	-2,305.50	10/09/2021	CRM	PD	RESALE CREDIT-RETURNED 29			
CHECK DATE: 10/05/2021												
911430372		07/13/2021	100521	339662	5,467.20	09/11/2021	INV	PD	RESALE-CREDIT TO FOLLOW			
CHECK DATE: 10/05/2021												
					3,161.70							
100036 ADAM'S PEST CONTROL INC												
3362039		09/14/2021	100521	339663	15.00	10/14/2021	INV	PD	OAK 19 BIO-DRAIN SERVICE			
CHECK DATE: 10/05/2021												
3362058		09/14/2021	100521	339663	57.98	10/14/2021	INV	PD	OAK 19 BUG LIGHT RENTAL			
CHECK DATE: 10/05/2021												
					72.98							
103944 FIMCO INC												
456483		09/08/2021	100521	339664	282.32	10/08/2021	INV	PD	#243 PARK SPRAYER			
CHECK DATE: 10/05/2021												
109194 TODD ANDERSON												
2243		09/27/2021	100521	339665	275.00	10/27/2021	INV	PD	Entertainment for Lodge 1			
CHECK DATE: 10/05/2021												
100122 ARAMARK REFRESHMENT SERVICES												
442307		09/16/2021	100521	339666	98.23	10/16/2021	INV	PD	BREAKROOM SUPPLIES-MSB CO			
CHECK DATE: 10/05/2021												



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City of Chaska
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
109198 ARCHER MECHANICAL									
26556		09/14/2021	100521	339667	824.29	10/14/2021	INV	PD	BEARINGS FOR AHU 3-CCC
CHECK DATE: 10/05/2021									
100146 ASPEN MILLS INC									
280498		09/15/2021	100521	339668	59.99	10/15/2021	INV	PD	DUTY UNIFORM-MAWDSLEY
CHECK DATE: 10/05/2021									
280499		09/15/2021	100521	339668	59.99	10/15/2021	INV	PD	DUTY UNIFORM-KATZNER
CHECK DATE: 10/05/2021									
280500		09/15/2021	100521	339668	140.37	10/15/2021	INV	PD	DUTY UNIFORM-LETTAU
CHECK DATE: 10/05/2021									
280898		09/22/2021	100521	339668	36.95	10/22/2021	INV	PD	DUTY UNIFORM-PETERSON
CHECK DATE: 10/05/2021									
280901		09/22/2021	100521	339668	378.09	10/22/2021	INV	PD	DUTY UNIFORM-FEHNENBACH
CHECK DATE: 10/05/2021									
100155 AUBURN MANOR					675.39				
OCT 2021	210002	10/01/2021	100521	339669	200.00	10/31/2021	INV	PD	OCT SENIOR CITIZEN DONATI
CHECK DATE: 10/05/2021									
110056 SUZANNA ELAINE KENNEDY									
93556		09/22/2021	100521	339670	3,400.00	10/15/2021	INV	PD	Fire & Ice: Bad Girlfrien
CHECK DATE: 10/05/2021									
104425 BAKKELUND TREE AND LANDSCAPE SERVICE LLC									
3356		09/15/2021	100521	339671	5,500.00	10/15/2021	INV	PD	REMOVAL OF HAZARD TREES B
CHECK DATE: 10/05/2021									
109892 BEACON ATHLETICS LLC									
0529406-IN		04/28/2021	100521	339672	496.00	09/23/2021	INV	PD	YELLOW CAPS FOR FIELDS AT
CHECK DATE: 10/05/2021									
100201 BCBSM INC									
210903447353		09/03/2021	092821	339647	178,932.37	09/20/2021	INV	PD	OCT EMP INS PREM-MEDICAL
CHECK DATE: 09/28/2021									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100214 BORDER STATES INDUSTRIES INC									
922811370	210116	09/13/2021	100521	339673	3,453.74	10/13/2021	INV	PD	ELBW LD BRK (11), ELBW LD
CHECK DATE:	10/05/2021								
922811371	210117	09/13/2021	100521	339673	358.39	10/25/2021	INV	PD	FUSE INLINE 5AMP FNM
CHECK DATE:	10/05/2021								
922873126		09/22/2021	100521	339673	-962.64	09/22/2021	CRM	PD	RETURN OF TAPE FROM INV#
CHECK DATE:	10/05/2021								
922891274		09/24/2021	100521	339673	18.78	10/25/2021	INV	PD	TRANSFORMER #'S
CHECK DATE:	10/05/2021								
922912501	210129	09/28/2021	100521	339673	502.68	10/25/2021	INV	PD	ELBW LOAD BRK INSERT, ELB
CHECK DATE:	10/05/2021								
					3,370.95				
110106 BRIAN BORU IRISH PIPE BAND									
09222021		09/22/2021	100521	339674	800.00	10/15/2021	INV	PD	Fire and Ice: Bag Pipe Ba
CHECK DATE:	10/05/2021								
100254 BRYAN ROCK PRODUCTS INC									
49920		09/15/2021	100521	339675	4,274.84	10/15/2021	INV	PD	PAR 30 - MCKNIGHT ROAD
CHECK DATE:	10/05/2021								
107909 VISTA OUTDOOR SALES LLC									
304169		09/15/2021	100521	339676	308.63	10/15/2021	INV	PD	RESALE
CHECK DATE:	10/05/2021								
100287 CARVER COUNTY PUB HLTH/PLAN & WTR									
93514		09/20/2021	100521	339677	4,784.56	10/20/2021	INV	PD	REMIT FUNDS-IRRIGATION EF
CHECK DATE:	10/05/2021								
100301 CARVER COUNTY									
30.0050100-2021-2		09/14/2021	100521	339678	805.00	10/15/2021	INV	PD	PROP TAX-WALNUT CELL TWR
CHECK DATE:	10/05/2021								
30.0280340-2021-2		09/14/2021	100521	339678	334.00	10/15/2021	INV	PD	PROP TAX-HUNDERTMARK CELL
CHECK DATE:	10/05/2021								
30.0501420-2021-2		09/14/2021	100521	339678	2,833.00	10/15/2021	INV	PD	PROP TAX-401 PINE ST N
CHECK DATE:	10/05/2021								
30.0501940-2021-2		09/14/2021	100521	339678	8,797.00	10/15/2021	INV	PD	PROP TAX-314 WALNUT ST N



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City of Chaska
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 10/05/2021									
30.0502740-2021-2 CHECK DATE: 10/05/2021		09/14/2021	100521	339678	633.00	10/15/2021	INV	PD	PROP TAX-217 WALNUT ST N
30.0502750-2021-2 CHECK DATE: 10/05/2021		09/14/2021	100521	339678	550.00	10/15/2021	INV	PD	PROP TAX-211 WALNUT ST N
30.1880020-2021-2 CHECK DATE: 10/05/2021		09/14/2021	100521	339678	5,887.00	10/15/2021	INV	PD	PROP TAX-2950 CHASKA BLVD
30.1890011-2021-2 CHECK DATE: 10/05/2021		09/14/2021	100521	339678	44,052.00	10/15/2021	INV	PD	PROP TAX-3210 CHASKA BLVD
30.1920740-2021-2 CHECK DATE: 10/05/2021		09/14/2021	100521	339678	3,648.00	10/15/2021	INV	PD	PROP TAX-HARVEST WEST LOT
30.6580020-2021-2 CHECK DATE: 10/05/2021		09/14/2021	100521	339678	1,005.00	10/15/2021	INV	PD	PROP TAX-BLOCK 6 VACANT L
30.6580030-2021-2 CHECK DATE: 10/05/2021		09/14/2021	100521	339678	2,709.00	10/15/2021	INV	PD	PROP TAX-BLOCK 6 VACANT L
30.6800400-2021-2 CHECK DATE: 10/05/2021		09/14/2021	100521	339678	5,931.00	10/15/2021	INV	PD	PROP TAX-CLOVER FIELD CEL
					77,184.00				
100314 CARVER COUNTY IS/GIS DEPT									
2892 CHECK DATE: 10/05/2021		09/20/2021	100521	339679	265.00	10/20/2021	INV	PD	SEP INTERNET SERVICE
100323 CDW GOVERNMENT INC									
K172455 CHECK DATE: 10/05/2021		09/01/2021	100521	339680	178.05	10/01/2021	INV	PD	ADAPTERS FOR IT
K236416 CHECK DATE: 10/05/2021		09/02/2021	100521	339680	3,698.16	10/02/2021	INV	PD	SURFACES FOR WENDY & KELL
K238910 CHECK DATE: 10/05/2021		09/02/2021	100521	339680	45.01	10/02/2021	INV	PD	ADAPTER FOR JEFF ISAACSON
					3,921.22				
100332 CENTERPOINT ENERGY RESOURCES CORP									
105010300/AUG21 CHECK DATE: 09/21/2021		09/03/2021	092121-2	339639	2,624.19	10/01/2021	INV	PD	AUG 3210 CHASKA BLVD GAS
109045922/AUG21 CHECK DATE: 09/28/2021		09/07/2021	092821	339648	6,766.50	10/05/2021	INV	PD	AUG 1661 PARK RIDGE DR GA



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City of Chaska
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
109052076/AUG21 CHECK DATE: 09/23/2021		09/07/2021	092321	339644	2,934.16	10/05/2021	INV	PD	AUG 1611 PARK RIDGE DR GA
80000146268/AUG21 CHECK DATE: 09/23/2021		09/14/2021	092321	339644	1,155.35	10/11/2021	INV	PD	AUG GAS SVC
80000167843/AUG21 CHECK DATE: 09/28/2021		09/14/2021	092821	339648	1,525.38	10/11/2021	INV	PD	AUG GAS SVC
					15,005.58				
100333 CENTERPOINT ENERGY RESOURCES CORP									
80000167793/AUG21 CHECK DATE: 09/28/2021		09/14/2021	092821	339649	72.35	10/11/2021	INV	PD	AUG CITY PKS GAS SVC
100337 QWEST CORPORATION									
242954886 CHECK DATE: 09/30/2021		09/16/2021	093021	339655	12,246.11	10/16/2021	INV	PD	SEP INTERNET SERVICE
313196254/SEP21 CHECK DATE: 09/28/2021		09/18/2021	092821	339650	597.62	10/15/2021	INV	PD	SEP CITY HALL LOCAL PHN S
313249294/SEP21 CHECK DATE: 09/21/2021		09/11/2021	092121-2	339640	55.03	10/08/2021	INV	PD	SEP TC MAINT LOC PHN SVC
313408124/SEP21 CHECK DATE: 09/21/2021		09/11/2021	092121-2	339640	127.89	10/08/2021	INV	PD	SEP TC MAINT LOC PHN SVC
314238800/SEP21 CHECK DATE: 09/28/2021		09/18/2021	092821	339650	74.18	10/15/2021	INV	PD	SEP MSB LOCAL PHN SVC
					13,100.83				
100374 CHANHASSEN, CITY OF									
AUGUST 2021 CHECK DATE: 10/05/2021		09/17/2021	100521	339681	30.63	10/17/2021	INV	PD	AUG HWY 41/82ND ST SIGNAL
102903 HAWKS BOOSTER CLUB INC									
09/2021 CHECK DATE: 10/05/2021		09/23/2021	100521	339682	849.18	10/23/2021	INV	PD	Cheerleading Clinic - Rem
100384 CHASKA VALLEY FAMILY THEATRE									
2011311.002 CHECK DATE: 10/05/2021		09/14/2021	100521	339683	7.66	10/14/2021	INV	PD	RFD OVERPAID THEATER RENT
100350 CHASKA, CITY OF									



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City of Chaska
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
F&I 2021 BONSPIEL CHECK DATE: 10/05/2021		09/02/2021	100521	339684	2,200.00	10/14/2021	INV	PD	FIRE & ICE BONSPIEL PRIZE
105431 EUGENE FLAUVIN MILLER									
93907 CHECK DATE: 10/05/2021		09/14/2021	100521	339685	3,282.71	10/15/2021	INV	PD	Squad 1212 repairs from a
102038 ULTIMATE SAFETY CONCEPTS INC									
196227 CHECK DATE: 10/05/2021		09/17/2021	100521	339686	1,100.00	10/17/2021	INV	PD	NAME TAGS FOR SCBA MASKS
104831 PACIFIC RIM VENTURES INC									
1264001-00 CHECK DATE: 10/05/2021		09/16/2021	100521	339687	205.04	10/16/2021	INV	PD	RESALE
1297027-00 CHECK DATE: 10/05/2021		09/24/2021	100521	339687	205.04	10/24/2021	INV	PD	RESALE
					410.08				
100436 COMCAST CORPORATION									
0036243/AUG21-TC CHECK DATE: 09/28/2021		08/07/2021	092821	339651	223.12	09/01/2021	INV	PD	AUG CLUBHOUSE CABLE
0036243/SEP21-TC CHECK DATE: 09/28/2021		09/07/2021	092821	339651	229.03	10/02/2021	INV	PD	SEP CLUBHOUSE CABLE + LAT
0055482/SEP21-FD CHECK DATE: 09/21/2021		09/12/2021	092121-2	339641	6.75	10/07/2021	INV	PD	SEP FD CABLE
93458 CHECK DATE: 09/21/2021		09/09/2021	092121-2	339641	79.48	10/04/2021	INV	PD	Sep PD Cable
					538.38				
102867 TILLER CORPORATION									
210915 CHECK DATE: 10/05/2021		09/15/2021	100521	339688	6,840.05	10/15/2021	INV	PD	PAR 30 CART PATH
105466 COMPUTER INTEGRATION TECHNOLOGIES INC									
314962 CHECK DATE: 10/05/2021		09/15/2021	100521	339689	3,479.00	10/15/2021	INV	PD	SEP OFFICE 365



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City of Chaska
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100429	COORDINATED BUSINESS SYSTEMS LTD								
INV170865		09/01/2021	100521	339690	708.83	09/11/2021	INV	PD	Contract Invoice
CHECK DATE:	10/05/2021								
106301	CORE AND MAIN LP								
P283131	210115	09/09/2021	100521	339691	2,653.00	10/09/2021	INV	PD	INVENTORY-1" SENSUS METER
CHECK DATE:	10/05/2021								
P615935	210123	09/17/2021	100521	339691	3,877.32	10/17/2021	INV	PD	INVENTORY-GATE VALVE ASSY
CHECK DATE:	10/05/2021								
					6,530.32				
103057	CUSTOMIZED FIRE RESCUE TRAINING INC								
1961		07/29/2021	100521	339692	500.00	08/29/2021	INV	PD	INSPECTION ON TRAINING BU
CHECK DATE:	10/05/2021								
100509	DEALER AUTOMOTIVE SERVICES INC								
4-228199		09/15/2021	100521	339693	75.00	10/15/2021	INV	PD	#550 SPRAYER PARTS (TOWN
CHECK DATE:	10/05/2021								
103870	DIVERSIFIED PLUMBING AND HEATING INC								
31569		09/15/2021	100521	339694	393.50	10/15/2021	INV	PD	OAK 19 KITCHEN FAUCET REP
CHECK DATE:	10/05/2021								
100592	ELECTRIC PUMP INC								
0071754-IN		09/09/2021	100521	339695	850.00	10/09/2021	INV	PD	STORM LIFT SYS/MAINT OUTL
CHECK DATE:	10/05/2021								
0071758-IN		09/09/2021	100521	339695	1,450.00	10/08/2021	INV	PD	ANNUAL LIFT STATION INSPE
CHECK DATE:	10/05/2021								
					2,300.00				
110104	RALNY FALLS VENTURES LLC								
69		09/20/2021	100521	339696	625.00	10/20/2021	INV	PD	FF GEAR WASHED
CHECK DATE:	10/05/2021								
110100	ENTRUST								
2011319.002		09/14/2021	100521	339697	400.00	10/14/2021	INV	PD	RFD DEPOSIT FOR CURLING E
CHECK DATE:	10/05/2021								



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2011323.002 CHECK DATE: 10/05/2021		09/14/2021	100521	339698	450.00	10/14/2021	INV	PD	RFD DEPOSIT FOR CURLING E
					850.00				
110108 EYKYN, REBECCA									
2011350.002 CHECK DATE: 10/05/2021		09/24/2021	100521	339699	11.06	10/24/2021	INV	PD	REFUND ACCOUNT BALANCE PAYEE: EYKYN, REBECCA
100653 FERGUSON ENTERPRISES INC									
0199229 CHECK DATE: 10/05/2021		09/13/2021	100521	339701	43.95	10/13/2021	INV	PD	WATER OPERATING SUPPLIES
8729792 CHECK DATE: 10/05/2021		09/13/2021	100521	339700	162.21	10/13/2021	INV	PD	TOILET VALVE PARTS-FD
8761797 CHECK DATE: 10/05/2021		09/17/2021	100521	339700	28.60	10/17/2021	INV	PD	TRANSFORMER FOR MAKEUP AIR
					234.76				
100655 FERRELLGAS 7780961									
1116885020 CHECK DATE: 10/05/2021		09/22/2021	100521	339702	120.19	10/22/2021	INV	PD	PROPANE FORKLIFT
100693 FS3 INC									
74581 CHECK DATE: 10/05/2021	210127	09/22/2021	100521	339703	8,705.00	10/22/2021	INV	PD	4" & 1.5" CONTINUOUS COND
100717 GENERAL PARTS LLC									
2044666 CHECK DATE: 10/05/2021		09/10/2021	100521	339704	171.51	10/10/2021	INV	PD	OAK 19 KITCHEN GASKETS
100737 GMH ASPHALT CORPORATION									
1464 CHECK DATE: 10/05/2021		08/30/2021	100521	339705	1,816.10	09/29/2021	INV	PD	PIONEER TRAIL WM BREAK-WE
108168 GOLON, RON									
2011307.002 CHECK DATE: 10/05/2021		09/14/2021	100521	339706	535.00	10/14/2021	INV	PD	RFD ACCOUNT BALANCE NOT U PAYEE: GOLON, RON
100753 GPS INDUSTRIES LLC									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
LEASE0024207 CHECK DATE: 10/05/2021		10/01/2021	100521	339707	5,120.00	10/31/2021	INV	PD	GPS LEASE
100759 GRAINGER									
9047400594 CHECK DATE: 10/05/2021		09/08/2021	100521	339708	253.46	10/08/2021	INV	PD	SOLENOID VALVE FOR CURLIN
9048763107 CHECK DATE: 10/05/2021		09/09/2021	100521	339708	304.22	10/09/2021	INV	PD	BELTS FOR HVAC
9049295448 CHECK DATE: 10/05/2021		09/10/2021	100521	339708	583.99	10/10/2021	INV	PD	BELTS FOR HVAC
9049639389 CHECK DATE: 10/05/2021		09/10/2021	100521	339708	1,992.54	10/10/2021	INV	PD	New Dryer-CCC
9056698427 CHECK DATE: 10/05/2021		09/17/2021	100521	339708	890.98	10/17/2021	INV	PD	MOTOR FOR CP KITCHEN AIR
100782 GS DIRECT INC					4,025.19				
364519 CHECK DATE: 10/05/2021		09/21/2021	100521	339709	115.17	10/21/2021	INV	PD	PLOTTER PAPER
110093 HAALA INDUSTRIES INC									
208540 CHECK DATE: 10/05/2021		08/16/2021	100521	339710	2,725.00	09/16/2021	INV	PD	MANHOLE SCREENS FOR POND
100807 HARTMAN COMPANIES INC									
11250 CHECK DATE: 10/05/2021		09/16/2021	100521	339711	450.00	10/16/2021	INV	PD	CHRISTMAS IN MAY SUPPLIES
100810 HAWKINS INC									
6017896 CHECK DATE: 10/05/2021		09/08/2021	100521	339712	5,488.01	10/23/2021	INV	PD	WTP CHEMICALS
100816 HAZELTINE NATIONAL GOLF COURSE									
93420 CHECK DATE: 10/05/2021		09/07/2021	100521	339713	20,535.80	10/07/2021	INV	PD	GOLF EXPERIENCE 2021
100821 HEALTHPARTNERS INC									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
107376526 CHECK DATE: 09/28/2021		09/09/2021	092821	339652	6,524.24	10/01/2021	INV	PD	OCT EMP INS PREM-DENTAL
109511 HELGET, CONNIE									
2011258.002 CHECK DATE: 10/05/2021		08/25/2021	100521	339714	34.73	09/25/2021	INV	PD	RFD-MEMBERSHIP CANCELLATI PAYEE: HELGET, CONNIE
104805 HELLO! BOOKING INC									
93567 CHECK DATE: 10/05/2021		09/22/2021	100521	339715	2,800.00	10/15/2021	INV	PD	Stage for Fire & Ice
100841 HERMANS LANDSCAPE SUPPLIES									
48754/1 CHECK DATE: 10/05/2021		09/16/2021	100521	339716	519.75	10/16/2021	INV	PD	CHRISTMAS IN MAY SUPPLIES
48755/1 CHECK DATE: 10/05/2021		09/16/2021	100521	339716	252.00	10/16/2021	INV	PD	CHRISTMAS IN MAY SUPPLIES
48756/1 CHECK DATE: 10/05/2021		09/15/2021	100521	339716	-252.00	10/16/2021	CRM	PD	CHRISTMAS IN MAY SUPPLIES
48757/1 CHECK DATE: 10/05/2021		09/16/2021	100521	339716	288.00	10/16/2021	INV	PD	CHRISTMAS IN MAY SUPPLIES
48770/1 CHECK DATE: 10/05/2021		09/16/2021	100521	339716	111.00	10/16/2021	INV	PD	CHRISTMAS IN MAY SUPPLIES
					918.75				
106585 SUSAN JOAN HERREID									
1192 CHECK DATE: 10/05/2021		06/24/2021	100521	339717	2,162.50	09/21/2021	INV	PD	JOB COACHING FOR AN EMPLO
100859 HOISINGTON KOEGLER GROUP INC									
019-053-11 CHECK DATE: 10/05/2021		09/23/2021	100521	339718	510.00	10/23/2021	INV	PD	LIONS PARK PAVILION
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP									
2021/0924-ICMA CHECK DATE: 09/30/2021		09/24/2021	093021	339656	6,542.38	09/24/2021	INV	PD	092421 Payroll 457 & Roth
104751 IMPACT MAILING OF MINNESOTA INC									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
154809 CHECK DATE: 10/05/2021		09/23/2021	100521	339719	1,126.23	10/23/2021	INV	PD	Sep Reminder Notices
154810 CHECK DATE: 10/05/2021		09/23/2021	100521	339719	545.73	10/23/2021	INV	PD	Sep Disconnect Notices
154812 CHECK DATE: 10/05/2021		09/23/2021	100521	339719	318.85	10/23/2021	INV	PD	Sep Final Bills
					1,990.81				
110102 INFINIDAT									
2011321.002 CHECK DATE: 10/05/2021		09/14/2021	100521	339720	400.00	10/14/2021	INV	PD	RFD DEPOSIT FOR CURLING E
110096 INTERNATIONAL DAIRY QUEEN									
2011315.002 CHECK DATE: 10/05/2021		09/14/2021	100521	339721	450.00	10/14/2021	INV	PD	RFD DEPOSIT FOR CURLING E
107660 J J KELLER & ASSOCIATES INC									
9106294084 CHECK DATE: 10/05/2021		09/08/2021	100521	339722	1,786.80	10/22/2021	INV	PD	ANNUAL SUBSCRIPTION-EMPLO
100943 JEFFERSON FIRE & SAFETY INC									
IN133129 CHECK DATE: 10/05/2021		09/17/2021	100521	339723	2,117.92	10/17/2021	INV	PD	FF GLOVES
100950 JIRIK SOD FARMS INC									
48319 CHECK DATE: 10/05/2021		09/14/2021	100521	339724	5,431.99	10/14/2021	INV	PD	SOD FOR PAR 30
48347 CHECK DATE: 10/05/2021		09/16/2021	100521	339724	5,316.56	10/16/2021	INV	PD	SOD FOR PAR 30
48349 CHECK DATE: 10/05/2021		09/16/2021	100521	339724	-240.00	10/16/2021	CRM	PD	PALLET DEPOSIT RETURN
48418 CHECK DATE: 10/05/2021		09/23/2021	100521	339724	4,000.39	10/23/2021	INV	PD	PAR 30 SOD
					14,508.94				
102031 TYCO FIRE & SECURITY (US) MANAGEMENT INC									
22451787		08/20/2021	100521	339725	1,498.86	09/20/2021	INV	PD	CCC Annual Fire Sprinkler



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 10/05/2021									
102949 KENNEDY AND GRAVEN CHARTERED									
CH145-00021	AUG	09/13/2021	100521	339726	875.00	10/13/2021	INV	PD	COMCAST FRANCHISE RENEWAL
CHECK DATE: 10/05/2021									
101018 KRISS PREMIUM PRODUCTS INC									
173724		09/13/2021	100521	339727	1,280.75	10/13/2021	INV	PD	Chemicals for Condensing
CHECK DATE: 10/05/2021									
103247 RACHAEL KROOG									
09/2021-01		09/27/2021	100521	339728	200.00	10/27/2021	INV	PD	Pickleball Class - Instru
CHECK DATE: 10/05/2021									
101043 LANO EQUIPMENT INC									
01-859408		09/08/2021	100521	339729	57.48	10/08/2021	INV	PD	BOBCAT KEYS
CHECK DATE: 10/05/2021									
01-862421		09/20/2021	100521	339729	2.65	10/20/2021	INV	PD	CHAIN SAW PART
CHECK DATE: 10/05/2021									
01-863644		09/24/2021	100521	339729	46.99	10/24/2021	INV	PD	CHAIN SAW PARTS
CHECK DATE: 10/05/2021									
					107.12				
101071 LENZEN CHEVROLET BUICK INC									
83675		09/07/2021	100521	339730	45.44	10/07/2021	INV	PD	#93 STROB LIGHT SWITCH
CHECK DATE: 10/05/2021									
105139 LUBE TECH AND PARTNERS LLC									
2705218		09/07/2021	100521	339731	327.43	10/07/2021	INV	PD	FUEL AND LUBES
CHECK DATE: 10/05/2021									
2705272		09/07/2021	100521	339731	767.76	10/07/2021	INV	PD	TOWN COURSE
CHECK DATE: 10/05/2021									
2718641		09/22/2021	100521	339731	335.00	10/22/2021	INV	PD	PICK UP WASTE OIL TO RECY
CHECK DATE: 10/05/2021									
					1,430.19				
101329 M-R SIGN COMPANY INC									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
213793		09/09/2021	100521	339732	793.70	10/09/2021	INV	PD	WATER CONSERVATION SIGNS
CHECK DATE: 10/05/2021									
105710 MACQUEEN EMERGENCY GROUP									
P01004		09/16/2021	100521	339733	226.68	10/16/2021	INV	PD	HOSE FOR FIRE TRUCK
CHECK DATE: 10/05/2021									
P01032		09/23/2021	100521	339733	453.36	10/23/2021	INV	PD	HOSE FOR FIRE TRUCK
CHECK DATE: 10/05/2021									
P05710		09/14/2021	100521	339733	476.55	10/14/2021	INV	PD	FF GEAR-GLOVES
CHECK DATE: 10/05/2021									
W03710		09/20/2021	100521	339733	1,147.60	10/20/2021	INV	PD	FIRE TRUCK REPAIRS
CHECK DATE: 10/05/2021									
					2,304.19				
101124 MACQUEEN EQUIPMENT									
P35785		06/28/2021	100521	339734	689.31	09/27/2021	INV	PD	#142 SWEEPER PARTS
CHECK DATE: 10/05/2021									
P35786		06/28/2021	100521	339734	627.31	09/27/2021	INV	PD	#142 ACCIDENT REPAIR - SW
CHECK DATE: 10/05/2021									
P35831		06/30/2021	100521	339734	82.39	09/27/2021	INV	PD	#142 SWEEPER PARTS
CHECK DATE: 10/05/2021									
P37017		08/31/2021	100521	339734	61.46	09/30/2021	INV	PD	#142 ELGIN SWEEPER PARTS
CHECK DATE: 10/05/2021									
					1,460.47				
103176 MANSFIELD OIL COMPANY									
22626518		09/24/2021	100521	339735	10,547.62	10/24/2021	INV	PD	UNLEADED FUEL
CHECK DATE: 10/05/2021									
22626519		09/24/2021	100521	339735	8,309.26	10/24/2021	INV	PD	DYED DIESEL
CHECK DATE: 10/05/2021									
					18,856.88				
101168 MELCHERT HUBERT SJODIN PLLP									
158314		09/14/2021	100521	339736	147.00	10/14/2021	INV	PD	GENERAL FUND
CHECK DATE: 10/05/2021									
158315		09/14/2021	100521	339736	72.00	10/14/2021	INV	PD	COUNCIL MTG 8/16
CHECK DATE: 10/05/2021									
158317		09/14/2021	100521	339736	803.60	10/14/2021	INV	PD	ASSESSMENT AGREEMENT CLOV



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 10/05/2021									
158318		09/14/2021	100521	339736	1,300.60	10/14/2021	INV	PD	CSAH 44 & HWY 212 PARCEL
CHECK DATE: 10/05/2021									
158321		09/14/2021	100521	339736	147.00	10/14/2021	INV	PD	HAZELTINE SHORES-PAR 30
CHECK DATE: 10/05/2021									
158322		09/14/2021	100521	339736	2,033.60	10/14/2021	INV	PD	HWY 41 DT REDEVELOPMENT
CHECK DATE: 10/05/2021									
158323		09/14/2021	100521	339736	3,695.20	10/14/2021	INV	PD	CORTINA WOODS PRESERVATIO
CHECK DATE: 10/05/2021									
158326		09/14/2021	100521	339736	12,760.80	10/14/2021	INV	PD	OPPIDAN/CHASKA CREEK CTR
CHECK DATE: 10/05/2021									
158327		09/14/2021	100521	339736	62.00	10/14/2021	INV	PD	CLUB WEST PARTNERS SITE A
CHECK DATE: 10/05/2021									
101187 METRO SALES INC					21,021.80				
INV1885197		09/07/2021	100521	339737	1,685.30	10/07/2021	INV	PD	QTRLY RICOH USAGE
CHECK DATE: 10/05/2021									
INV1891225		09/17/2021	100521	339737	136.00	10/17/2021	INV	PD	Ricoh MP C3003 color
CHECK DATE: 10/05/2021									
104056 AQUA LOGIC INC					1,821.30				
93619		09/27/2021	100521	339738	1,950.00	10/27/2021	INV	PD	CURB REPLACEMENT EAST CRE
CHECK DATE: 10/05/2021									
101196 MID COUNTY COOP #122622									
52929		09/22/2021	100521	339739	567.14	10/22/2021	INV	PD	183 GLS GAS-TC
CHECK DATE: 10/05/2021									
52930		09/22/2021	100521	339739	589.73	10/22/2021	INV	PD	198 GLS DIESEL-TC
CHECK DATE: 10/05/2021									
80521		08/05/2021	100521	339739	-2.43	10/31/2021	CRM	PD	CREDIT FOR DAKOTA CTY TRA
CHECK DATE: 10/05/2021									
109263 MID-AMERICA GOLF AND LANDSCAPE INC					1,154.44				
9		09/24/2021	100521	339740	215,237.18	10/27/2021	INV	PD	PAR 30 GOLF COURSE IMPROV
CHECK DATE: 10/05/2021									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101288 MINNESOTA BOARD OF WATER/SOIL RESOURCES									
00000672582		09/16/2021	092121-2	339642	369.34	10/16/2021	INV	PD	2021 ANNUAL FEE-WETLAND B
CHECK DATE: 09/21/2021									
101217 MINNESOTA CHILD SUPPORT PMT CTR									
PR092421001510208001		09/24/2021	092821	339653	184.58	09/24/2021	INV	PD	092421 Payroll Child Supp
CHECK DATE: 09/28/2021									
110099 MINNESOTA CORN									
2011318.002		09/14/2021	100521	339741	450.00	10/14/2021	INV	PD	RFD DEPOSIT FOR CURLING E
CHECK DATE: 10/05/2021									
101229 MINNESOTA DEPT OF EMPLOYMENT									
20	210001	10/01/2021	100521	339742	2,433.64	10/15/2021	INV	PD	FORMACOAAT LLC LOAN REPAYM
CHECK DATE: 10/05/2021									
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE									
107051510/SEP21		09/21/2021	093021	339657	33.47	10/16/2021	INV	PD	SEP 82ND ST & HWY 41 SIGN
CHECK DATE: 09/30/2021									
778320601/SEP21		09/21/2021	093021	339657	101.67	10/16/2021	INV	PD	SEP CHEVALLE LIFT STATION
CHECK DATE: 09/30/2021									
780272000/SEP21		09/21/2021	093021	339657	10.87	10/16/2021	INV	PD	SEP CHEVALLE IRRIGATION B
CHECK DATE: 09/30/2021									
					146.01				
110105 MOGARD, CAMERON									
2011343.002		09/20/2021	100521	339743	500.00	10/20/2021	INV	PD	RFD PERMIT CHARGES-WEDDIN
CHECK DATE: 10/05/2021									
101324 MOTOROLA									
8281221342		08/03/2021	100521	339744	852.00	09/02/2021	INV	PD	Batteries for new PD radi
CHECK DATE: 10/05/2021									
8281221742		08/04/2021	100521	339744	8,444.00	09/03/2021	INV	PD	Chargers,microphones for
CHECK DATE: 10/05/2021									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102968 KIMBERLY A MOTSCHENBACHER					9,296.00				
108		09/13/2021	100521	339745	2,100.00	10/13/2021	INV	PD	Wellness Program-Yoga Jan
CHECK DATE: 10/05/2021									
101327 MP NEXLEVEL LLC									
1121446		09/08/2021	100521	339746	8,214.73	10/08/2021	INV	PD	WO#941 2021 DWNTWN RECONS
CHECK DATE: 10/05/2021									
101356 MTI DISTRIBUTING INC #31380									
1322623-00		09/09/2021	100521	339747	187.75	10/09/2021	INV	PD	#243 LEAF SWEEPER PARTS
CHECK DATE: 10/05/2021									
1323116-00		09/13/2021	100521	339747	472.78	10/13/2021	INV	PD	#245 AERATOR PARTS
CHECK DATE: 10/05/2021									
1323707-00		09/17/2021	100521	339747	91.79	10/17/2021	INV	PD	AERATOR PARTS
CHECK DATE: 10/05/2021									
101355 MTI DISTRIBUTING INC #400012					752.32				
1323317-00		09/14/2021	100521	339748	387.02	10/14/2021	INV	PD	PAR 30 IRRIGATION SUPPLIE
CHECK DATE: 10/05/2021									
1323433-00		09/16/2021	100521	339748	1,382.79	10/16/2021	INV	PD	PAR 30 IRRIGATION SUPPLIES
CHECK DATE: 10/05/2021									
101354 MTI DISTRIBUTING INC #700767					1,769.81				
1324037-00		09/22/2021	100521	339749	88.72	10/22/2021	INV	PD	SPARE IRRIGATION PARTS-TH
CHECK DATE: 10/05/2021									
106657 MUNICIPAL ASSET MANAGEMENT INC									
0618241		09/01/2021	092121-2	339643	151.05	10/15/2021	INV	PD	CCC SCIFIT PRO LEASE PMT
CHECK DATE: 09/21/2021									
101759 MY ALARM CENTER LLC									
15781145		10/01/2021	100521	339750	102.72	10/01/2021	INV	PD	CITY HALL MONITORING 10/1
CHECK DATE: 10/05/2021									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101365 STAR GROUP LLC									
4472/AUG2021 CHECK DATE: 09/23/2021		08/31/2021	092321	339645	2,087.31	09/10/2021	INV	PD	AUG PARTS & SUPPLIES
101253 BUSINESS PLANNING CONCEPTS INC									
383600102021 CHECK DATE: 10/05/2021		09/10/2021	100521	339751	128.00	10/10/2021	INV	PD	OCT PERA LIFE PREMIUMS
105875 NETWORKFLEET INC									
OSV000002547967 CHECK DATE: 09/30/2021		09/01/2021	093021	339658	259.04	10/01/2021	INV	PD	Data Processing - GPS
102654 NORTH AMERICAN SAFETY INC									
INV59713 CHECK DATE: 10/05/2021		09/16/2021	100521	339752	270.53	10/16/2021	INV	PD	CITY ISSUED CLOTHING-BACK
101425 NORTHERN SAFETY TECHNOLOGY INC									
52832 CHECK DATE: 10/05/2021		09/08/2021	100521	339753	50.79	10/08/2021	INV	PD	FLASH LIGHT BATTERIES
106219 O'BRIAN, TOM H									
2011310.002 CHECK DATE: 10/05/2021		09/14/2021	100521	339754	187.91	10/14/2021	INV	PD	RFD HOCKEY ICE RENTAL BAL PAYEE: O'BRIAN, TOM
105035 RED BEARD LLC									
2107 CHECK DATE: 10/05/2021		09/07/2021	100521	339755	4,833.28	10/07/2021	INV	PD	CHASKA GOLF EXPERIENCE LU
2109 CHECK DATE: 10/05/2021		09/25/2021	100521	339755	3,000.00	10/25/2021	INV	PD	FALL 6-6-6 MEALS WITH OAK
					7,833.28				
101445 OFFICE DEPOT									
192960715001 CHECK DATE: 10/05/2021		09/15/2021	100521	339757	67.33	10/15/2021	INV	PD	Forks
194136714001-1 CHECK DATE: 10/05/2021		09/13/2021	100521	339756	123.54	10/16/2021	INV	PD	Copy paper for the work r
194136714001-2		09/13/2021	100521	339756	8.30	10/16/2021	INV	PD	Pens for the work room



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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 10/05/2021								
194136714001-3 CHECK DATE: 10/05/2021		09/13/2021	100521	339756	67.38 10/16/2021	INV	PD	Coffee and plates for the
194139877001 CHECK DATE: 10/05/2021		09/13/2021	100521	339756	27.27 10/16/2021	INV	PD	Cups for the breakroom
194604785001 CHECK DATE: 10/05/2021		09/15/2021	100521	339757	27.23 10/15/2021	INV	PD	Document covers
194604908001 CHECK DATE: 10/05/2021		09/14/2021	100521	339757	16.78 10/15/2021	INV	PD	Certificate seals
196383243001 CHECK DATE: 10/05/2021		09/23/2021	100521	339756	153.78 10/23/2021	INV	PD	Folders for Building Insp
					491.61			
101465 ON SITE SANITATION INC								
0001203526 CHECK DATE: 10/05/2021		09/17/2021	100521	339758	86.00 10/17/2021	INV	PD	CHRISTMAS IN MAY - BENDER
0001203527 CHECK DATE: 10/05/2021		09/17/2021	100521	339758	86.00 10/17/2021	INV	PD	CHRISTMAS IN MAY - MICHEL
0001203528 CHECK DATE: 10/05/2021		09/17/2021	100521	339758	86.00 10/17/2021	INV	PD	CHRISTMAS IN MAY - LEXING
0001203724 CHECK DATE: 10/05/2021		09/09/2021	100521	339758	680.00 10/09/2021	INV	PD	BASEBALL TOURNAMENT - ATH
					938.00			
101489 PASS FENCING INC								
93493 CHECK DATE: 10/05/2021		09/10/2021	100521	339759	17,325.00 10/10/2021	INV	PD	FENCING AROUND GRANDSTAND
101536 PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC								
3105026332 CHECK DATE: 10/05/2021		09/25/2021	100521	339760	499.14 10/29/2021	INV	PD	Lease for mailing machine
107739 PLEHAL BLACKTOPPING LLC								
35130 CHECK DATE: 10/05/2021		09/08/2021	100521	339761	1,225.00 10/08/2021	INV	PD	BLACKTOP REPAIR AT 725 AL
101576 KENNETH F FORNER								



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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
20216001 CHECK DATE: 10/05/2021		09/16/2021	100521	339762	237.60	10/16/2021	INV	PD	SQUAD #1212 DEER ACCIDENT
110098 PWC									
2011317.002 CHECK DATE: 10/05/2021		09/14/2021	100521	339763	450.00	10/14/2021	INV	PD	RFD DEPOSIT FOR CURLING E
107855 STAPLES INC									
19351779 CHECK DATE: 10/05/2021		09/08/2021	100521	339764	188.32	10/08/2021	INV	PD	OFFICE SUPPLIES/BATTERIES
101620 RECREATION SUPPLY CO INC									
440110 CHECK DATE: 10/05/2021		09/15/2021	100521	339765	3.24	10/15/2021	INV	PD	Gasket for Spa Pump
441047 CHECK DATE: 10/05/2021		09/24/2021	100521	339765	52.94	10/24/2021	INV	PD	Diffuser for pump at Spla
110103 REGAN, ROBERT					56.18				
2011322.002 CHECK DATE: 10/05/2021		09/14/2021	100521	339766	400.00	10/14/2021	INV	PD	RFD DEPOSIT FOR CURLING E
101631 REINDERS INC									
1893235-01 CHECK DATE: 10/05/2021		09/15/2021	100521	339767	72.89	10/15/2021	INV	PD	TURF PAINT
3082813-00 CHECK DATE: 10/05/2021		09/07/2021	100521	339767	203.10	10/07/2021	INV	PD	PAR 30 HERBICIDE
107697 RIVERS EDGE CONCRETE LLC					275.99				
C2410510 CHECK DATE: 10/05/2021		09/08/2021	100521	339768	870.00	10/09/2021	INV	PD	POURED WALL FOR WESTIN RI
C2411496 CHECK DATE: 10/05/2021		09/09/2021	100521	339768	1,487.00	10/10/2021	INV	PD	COMMUNITY PARK DUGOUT PAD
110094 ROBERTS, SALLY					2,357.00				
2011304.002		09/13/2021	100521	339769	24.00	10/13/2021	INV	PD	RFD-AOA DRIVERS SAFETY CL



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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 10/05/2021					PAYEE: ROBERTS, SALLY				
110097 RYDER, DEREK									
2011316.002		09/14/2021	100521	339770	500.00	10/14/2021	INV	PD	RFD DEPOSIT FOR CURLING E
CHECK DATE: 10/05/2021					PAYEE: RYDER, DEREK				
101738 SCHILLING SUPPLY COMPANY									
841639-00		09/15/2021	100521	339771	1,578.42	10/15/2021	INV	PD	Cleaning Supplies-CCC
CHECK DATE: 10/05/2021									
109116 SCHNEIDER EXCAVATING AND GRADING INC									
SE2480		09/08/2021	100521	339772	5,080.00	10/08/2021	INV	PD	COLUMBIA CT WATER MAIN BR
CHECK DATE: 10/05/2021									
104416 KELBRO COMPANY									
2676916		09/15/2021	100521	339773	260.35	10/15/2021	INV	PD	OAK 19 ICE MACHINE RENTAL
CHECK DATE: 10/05/2021									
101773 SHARROW LIFTING PRODUCTS									
148404		09/02/2021	100521	339774	483.17	10/02/2021	INV	PD	TRENCH BOX LIFT CABLES
CHECK DATE: 10/05/2021									
104827 ROHN INDUSTRIES INC									
559049		09/03/2021	100521	339775	24.75	10/03/2021	INV	PD	Security Console & Box Sh
CHECK DATE: 10/05/2021									
105388 SHRED-IT US HOLDCO INC									
8000007029		09/18/2021	100521	339776	103.51	10/18/2021	INV	PD	Shredding-PD 8/5
CHECK DATE: 10/05/2021									
104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC									
113127441-001		09/21/2021	100521	339777	69.79	10/21/2021	INV	PD	HAND PUMP
CHECK DATE: 10/05/2021									
101803 SM HENTGES & SONS INC									
SP1017-108-18		09/15/2021	100521	339778	80,960.22	10/15/2021	INV	PD	TH 212 INTERCHANGE & CSAH
CHECK DATE: 10/05/2021									



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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
107195 SOCIAL INDOOR LLC									
4748		09/15/2021	100521	339779	1,000.00	10/15/2021	INV	PD	SEP TC ADVERTISING
CHECK DATE: 10/05/2021									
101891 ST PAUL STAMP WORKS INC									
DR00010256-0		09/28/2021	100521	339780	190.46	10/28/2021	INV	PD	2023 Dog License Tags
CHECK DATE: 10/05/2021									
101892 STUART C IRBY CO									
S012287176.001	210118	09/03/2021	100521	339781	15,873.00	10/03/2021	INV	PD	11- TRNFRMS 25 KVA 7.9 12
CHECK DATE: 10/05/2021									
S012287176.003	210121	09/13/2021	100521	339781	4,329.00	10/13/2021	INV	PD	3 - TRNSFRMRS 25 KVA 7.9
CHECK DATE: 10/05/2021									
S012287176.005	210126	09/15/2021	100521	339781	1,443.00	10/15/2021	INV	PD	1 = TRNSFRMR 25 KVA 7.9 1
CHECK DATE: 10/05/2021									
S012287185.001	210119	09/03/2021	100521	339781	23,652.00	10/03/2021	INV	PD	12 - TRNSFRMRS 37.5 KVA
CHECK DATE: 10/05/2021									
S012287189.001	210120	09/13/2021	100521	339781	6,675.00	10/13/2021	INV	PD	3 - TRNSFRMRS 50KVA 7.9 1
CHECK DATE: 10/05/2021									
S012287189.003	210124	09/15/2021	100521	339781	9,356.00	10/15/2021	INV	PD	5-TRNFRMRS UG 37.5 KVA &
CHECK DATE: 10/05/2021									
S012314632.001	210125	09/15/2021	100521	339781	1,443.00	10/15/2021	INV	PD	1 = TRNSFRMR 25 KVA 7.9 1
CHECK DATE: 10/05/2021									
S012604528.001		09/09/2021	100521	339781	48.32	10/09/2021	INV	PD	RUBBER SLEEVE TESTING
CHECK DATE: 10/05/2021									
S012617114.001	210122	09/03/2021	100521	339781	118.25	10/03/2021	INV	PD	15 - FUSE LINK K 30 AMP
CHECK DATE: 10/05/2021									
					62,937.57				
101723 SCHINDLER ELEVATOR CORPORATION									
8105757236		10/01/2021	100521	339782	427.59	10/31/2021	INV	PD	4TH QTR PD ELEVATOR MAINT
CHECK DATE: 10/05/2021									
103677 SUN LIFE ASSURANCE COMPANY OF CANADA									
237741/OCT21		10/01/2021	100521	339783	4,176.30	10/31/2021	INV	PD	OCT EMP INS PREM-LIFE
CHECK DATE: 10/05/2021									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110101 SUPPLYFORCE									
2011320.002		09/14/2021	100521	339784	400.00	10/14/2021	INV	PD	RFD DEPOSIT FOR CURLING E
CHECK DATE: 10/05/2021									
106627 DIGITAL GOLF TECHNOLOGIES INC									
9326		08/31/2021	100521	339785	1,269.00	09/30/2021	INV	PD	HOLE IN ONE PLAY/TOURNAME
CHECK DATE: 10/05/2021									
101925 TALLMAN EQUIPMENT CO INC									
3296340		09/17/2021	100521	339786	260.81	10/17/2021	INV	PD	HEX WRENCH/SPEED WRENCH
CHECK DATE: 10/05/2021									
109891 GABRIEL DOUGLAS									
93557		09/22/2021	100521	339787	3,200.00	10/15/2021	INV	PD	Fire & Ice: 4onthefloor f
CHECK DATE: 10/05/2021									
100757 THE GRAPHIC EDGE LLC									
1534799		09/15/2021	100521	339788	200.96	10/15/2021	INV	PD	Cheerleading Clinic T-Shi
CHECK DATE: 10/05/2021									
109940 THE HUNTINGTON NATIONAL BANK									
7278419		09/11/2021	092321	339646	284.93	10/03/2021	INV	PD	FD EQUIP LEASE PYMT 28
CHECK DATE: 09/23/2021									
109893 JOHN HOLM INC									
93558		09/22/2021	100521	339789	6,000.00	10/15/2021	INV	PD	Fire & Ice: Johnny Holm B
CHECK DATE: 10/05/2021									
101969 TIMBERWALL LANDSCAPE & MASONRY PRODUCTS INC									
I10139133		09/16/2021	100521	339790	2,257.20	10/16/2021	INV	PD	CHRISTMAS IN MAY SUPPLIES
CHECK DATE: 10/05/2021									
I10139269		09/20/2021	100521	339790	-888.48	10/20/2021	CRM	PD	CHRISTMAS IN MAY-RETURNED
CHECK DATE: 10/05/2021									
104908 TIMESAVER OFF SITE SECRETARIAL INC									
					1,368.72				

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
M26737 CHECK DATE: 10/05/2021		09/13/2021	100521	339791	151.00	10/16/2021	INV	PD	Planning Commission Minut
101977 TOLL COMPANY									
70009836 CHECK DATE: 10/05/2021		09/03/2021	100521	339792	225.00	10/03/2021	INV	PD	NITROGEN LEASE
101983 TOTAL CONTROL SYSTEMS INC									
9867 CHECK DATE: 10/05/2021		09/21/2021	100521	339793	3,868.15	10/21/2021	INV	PD	WELL #9 VFD INSTALLATION
106577 TWIN CITY HARDWARE COMPANY INC									
PSI2067319 CHECK DATE: 10/05/2021		09/09/2021	100521	339794	19.45	10/09/2021	INV	PD	LATCH PLATE FOR LOCKER RO
110053 TX CHILD SUPPORT SDU									
PR092421 0012725283 CHECK DATE: 09/28/2021		09/24/2021	092821	339654	147.69	09/24/2021	INV	PD	092421 Payroll Child Supp
102033 TYLER TECHNOLOGIES INC									
045-353135 CHECK DATE: 10/05/2021		08/31/2021	100521	339795	1,480.00	10/15/2021	INV	PD	UB SERVICES
107745 US BANK NATIONAL ASSOCIATION									
453577702 CHECK DATE: 09/30/2021		09/20/2021	093021	339659	439.53	10/15/2021	INV	PD	CCC COLOR COPIER LEASE PY
104522 US FOODS INC									
4681726 CHECK DATE: 10/05/2021		09/15/2021	100521	339796	216.71	10/15/2021	INV	PD	SOAP & TOWELS-TC
107687 UNIVERSAL PROTECTION SERVICE LP									
11716466 CHECK DATE: 10/05/2021		09/02/2021	100521	339797	178.29	09/30/2021	INV	PD	Event Ctr security 8/27-9
102115 VIKING AUTOMATIC SPRINKLER CO									



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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1025-F178048		09/10/2021	100521	339798	520.00	10/10/2021	INV	PD	SVC CALL FIRE SPRINKLER S
CHECK DATE:	10/05/2021								
102133 WAGNER PRESS & GRAPHICS									
34524		09/13/2021	100521	339799	130.00	10/13/2021	INV	PD	Recruitment Brochure, Bus
CHECK DATE:	10/05/2021								
34551		09/16/2021	100521	339799	220.00	10/16/2021	INV	PD	SEP UTILITY DEPOSIT
CHECK DATE:	10/05/2021								
34561		09/21/2021	100521	339799	33.00	10/11/2021	INV	PD	Business cards-Personius
CHECK DATE:	10/05/2021								
					383.00				
102146 WATER SPECIALTY OF MINNESOTA INC									
12480		09/08/2021	100521	339800	1,600.70	10/08/2021	INV	PD	Pool Chemicals
CHECK DATE:	10/05/2021								
102192 WILSON SPORTING GOODS CO									
4534544888		06/03/2021	100521	339801	131.00	07/03/2021	INV	PD	RESALE
CHECK DATE:	10/05/2021								
102189 WM MUELLER & SONS									
269771		09/15/2021	100521	339802	216.71	10/25/2021	INV	PD	TOP DRESS SAND
CHECK DATE:	10/05/2021								
269818		09/16/2021	100521	339802	155.98	10/25/2021	INV	PD	ROCK FOR PARKS
CHECK DATE:	10/05/2021								
269879		09/17/2021	100521	339802	144.00	10/25/2021	INV	PD	POTHOLE PATCHING
CHECK DATE:	10/05/2021								
=====					=====				
265 INVOICES					965,669.98				
=====					=====				

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

Electronic Payments

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City of Chaska

VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
105243 ALERUS FINANCIAL									
C112049		09/03/2021	092021	2936	108.50	09/20/2021	DIR	PD	AUG 2021 PARTICIPANT FEES
CHECK DATE: 09/20/2021									
100385 CHASKA FIRE DEPT RELIEF ASSN									
2021/08-CFDRA		09/24/2021	092421	2944	33,480.09	09/24/2021	DIR	PD	AUG-21 FIRE RELIEF ASSOC-
CHECK DATE: 09/24/2021									
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY									
93554		09/24/2021	092721	2946	1,828.45	09/27/2021	DIR	PD	092421 Payroll - HCSP Con
CHECK DATE: 09/27/2021									
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY									
93555		09/24/2021	092721	2947	400.00	09/27/2021	DIR	PD	092421 Payroll - MNDGP Co
CHECK DATE: 09/27/2021									
101756 MII LIFE INCORPORATED									
15825952		09/08/2021	092221	2938	301.50	09/22/2021	DIR	PD	SEP PARTICIPANT FEES-FSA
CHECK DATE: 09/22/2021									
39960159		09/14/2021	091621	2932	2,180.21	09/16/2021	DIR	PD	9/16/21 FSA REIMBURSEMENT
CHECK DATE: 09/16/2021									
39965359		09/21/2021	092321	2939	269.20	09/23/2021	DIR	PD	9/23/21 FSA REIMBURSEMENT
CHECK DATE: 09/23/2021									
39974718		09/28/2021	093021	2953	476.76	09/30/2021	DIR	PD	9/30/21 FSA REIMBURSEMENT
CHECK DATE: 09/30/2021									
					3,227.67				
100927 INTERNAL REVENUE SERVICE									
93548		09/24/2021	092421	2940	132,039.17	09/24/2021	DIR	PD	092421 Payroll - SS, Medi
CHECK DATE: 09/24/2021									
101346 MINNESOTA COMMISSIONER OF REVENUE									
2021/0831-CC		08/31/2021	091721	2935	16,007.14	09/17/2021	DIR	PD	AUG-21 CARVER CTY TRANSIT
CHECK DATE: 09/17/2021									
2021/0831-SLS/UB		08/31/2021	091721	2933	218,859.15	09/17/2021	DIR	PD	AUG-21 GEN/UB SALES TAX
CHECK DATE: 09/17/2021									



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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2021/0831-USE CHECK DATE: 09/17/2021		08/31/2021	091721	2934	4,200.87	09/17/2021	DIR	PD	AUG-21 USE TAX
					239,067.16				
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES									
93549 CHECK DATE: 09/27/2021		09/24/2021	092721	2945	25,711.98	09/27/2021	DIR	PD	092421 Payroll - MN State
101249 MINNESOTA MUNICIPAL POWER AGENCY									
3523 CHECK DATE: 09/20/2021		09/02/2021	092021	2937	3,541,086.73	09/20/2021	DIR	PD	AUG 2021 ELECTRIC SERVICE
101376 NATIONWIDE RETIREMENT SOLUTIONS (USCM)									
93550 CHECK DATE: 09/24/2021		09/24/2021	092421	2941	11,793.31	09/24/2021	DIR	PD	092421 Payroll - 457 Cont
106955 NATIONWIDE RETIREMENT SOLUTIONS (USCM)									
93553 CHECK DATE: 09/24/2021		09/24/2021	092421	2943	4,504.15	09/24/2021	DIR	PD	092421 Payroll - Roth Con
104668 OPTUM BANK INC									
93552 CHECK DATE: 09/28/2021		09/24/2021	092821	2949	16,219.55	09/28/2021	DIR	PD	092421 Payroll - HSA Cont
101498 PCARD									
2021/0913-PC CHECK DATE: 09/28/2021		09/13/2021	092821	2948	46,812.48	09/28/2021	DIR	PD	SEP 2021 PCARD PURCHASES
101525 PITNEY BOWES POSTAGE									
2021/0929-PB CHECK DATE: 09/29/2021		09/28/2021	092921	2950	1,200.00	09/29/2021	DIR	PD	9/28/21 REPLENISH POSTAGE
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION									
93551 CHECK DATE: 09/24/2021		09/24/2021	092421	2942	97,657.50	09/24/2021	DIR	PD	092421 Payroll - PERA Con
102066 US BANK									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2021/10/01 DS-1 CHECK DATE: 09/29/2021		09/29/2021	092921	2951	386,587.50 09/29/2021	DIR	PD	US BANK-DS PMT DUE 10/1/2
2021/10/01 DS-2 CHECK DATE: 09/29/2021		09/29/2021	092921	2952	284,177.91 09/29/2021	DIR	PD	US BANK-DS PMT DUE 10/1/2

22 INVOICES

4,825,902.15

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

**Biweekly Report
October 4, 2021
By
Matt Podhradsky**

UPCOMING COUNCIL MEETING SCHEDULE

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

- October 4th:
 - Work Session #1: We will have a Work Session at 5:45 pm, prior to the Council meeting, for the School District to present information on the upcoming Referendum. We will have the Superintendent, Finance Director and Communications Director presenting on the purpose and impact of the referendum as well as the communication plan that they are using to inform the public about the upcoming referendum.
 - Work Session #2: With very little on the agenda for the regular meeting agenda on Monday, we will be having a second Work Session immediately following the Council meeting going over an update on the Highway 41 reconstruction project. With start of construction of the project coming up next summer, Staff is currently in the process of acquiring all necessary ROW for the project as well as finishing final plans. We want to use this time to update the Council on upcoming actions the Council will need to take on acquiring as necessary ROW for the project and to go over the schedule of activities so you know what to expect.
- October 18th:
 - While I am not completely certain at this time, I would ask that you keep open the time between 5:30-7 for a Work Session that night. The likely topic of that work session would be to start going over our Enterprise Fund Budget, specifically focusing on our Utility Budgets. I will keep you informed over the next couple of weeks of whether we have this work session on that night or before the meeting on November 1st
 - Regular Council Meeting at 7:00 pm
 - NOTE: This meeting we plan to have at the Chaska Event Center as we expect a large crowd due to the Preliminary Plans coming back for consideration on the Lennar Project on the Wagener Property adjacent to Autumn Woods.
- November 1st, 15th and 29th: As we look into November, please be aware that we do have 5 Mondays in that month. While I am not certain yet whether we will have a need for 3 Council meetings that month, I would ask that you keep all three Mondays penciled in for Work Sessions as we will have budget items that we need to review for our Enterprise Utility and Recreation Funds. We would plan each of those evenings to go from 5:30-7. As we get closer to November I will let you know as soon as I can whether we will need all three Mondays or whether we will just need to meet twice.

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

COUNCIL/DEPARTMENT HEAD RETREAT

A reminder that the Council/Department Head Retreat is scheduled for Tuesday October 12 (all day) and Wednesday October 13 (half day); both days will be in the Fire Department Training Room. This retreat will be facilitated by Richard Fursman.

If these dates will be difficult for you, please let me know. We look forward to another productive retreat!

ADVERTISING FOR COMMUNITY DEVELOPMENT DIRECTOR

This upcoming May we will be seeing a big change in our organization as long-time Community Development Director Kevin Ringwald will be retiring. Kevin has been with the City of Chaska since 1998 and has seen Chaska through much of the growth in our community that happened post-Jonathan development era. There has been a lot of change in our community since he started, with the population going from around 11,000 to our current 28,000. Kevin has definitely had an impact on this community that will last long into the future. Thank you Kevin!

In preparation for his retirement, I have decided that it is important to fill this position while Kevin is still on staff. There are a number of key projects that Kevin is intimately involved in that need a smooth "handoff" to the next person filling that spot and I think the best way to do this is to have the next Community Development Director come on 5-6 months in advance of Kevin's departure to be able to have enough time to transfer these projects while still giving the new Community Development Director the opportunity to have enough time to become familiar with the department. To that end, I have discussed with Kevin moving him back into a Project Manager role for the last few months of his employment with Chaska to allow this transition to occur.

With Kevin accepting this new role, we are going to start advertising for the Community Director position starting next Tuesday. Our hope starting then is that we would be in a position to close the recruitment period before the end of October which would then allow us to go through our interview process the first couple weeks of November. With that timing, we would hope to be able to have a new person on board by the middle of December.

If you have any questions about this, do not hesitate to ask. While I will greatly miss everything that Kevin has brought to this organization, I look forward to this next chapter in our organization's story!

UPCOMING EVENTS

A lot of events are planning in the upcoming weeks. Note that some of these events are being held on dates that are later in the year than typical due to COVID protocols that were in place earlier in the year when the event would have occurred:

- Fire and Ice Celebration: October 15th and 16th will bring the annual Fire and Ice Community Celebration and Bonspiel to Fireman's Park. This event is typically held in

July but was moved to October because of uncertainties with COVID when it was first being planned. This event will include a bonspiel in the curling center Thursday-Sunday, with the community festival in the park on Friday and Saturday. There will be food, games, live entertainment in the evenings at the park's stage and Fireworks both Friday and Saturday nights. Fireworks will start at approximately 8:30 each night with music continuing after the fireworks are complete. This year will also host special events during the weekend to commemorate the 150th anniversary of the establishment of the Chaska Fire Department

- Trail of Fun: Once again, the Chaska Parks and Rec Department, in conjunction with Carver County Parks, will be hosting the Trail of Fun event down at Athletic Park on Friday, October 22nd from 5-8 pm. This event has occurred for the past several falls and has been a very popular event attracting hundreds of families. Once again there will be a hayride down the Regional Trail between Chaska and Carver, with many activities occurring within Athletic Park for kids to participate in. To help with the high popularity of the hay rides, riders will be required to have a ticket for the ride which they can reserve on the Park and Recreation reservation system on the City's web site. If you have never been to this event, it has quickly become one of the largest events in the community for the number of people it attracts and is well worth seeing!
- Fall Cleanup Day: On Saturday, October 30th, we will be holding our annual fall cleanup day from 8-2 pm down at Athletic Park. This is an opportunity for residents to be able to get rid of their organic yard debris at no cost, including yard clippings, leaves and small diameter branches from trimming of trees. This program, along with our Spring Cleanup Day, is partially funded through a grant from the Carver County Environmental Services Department utilizing the solid waste dollars collected annually through the County's tax levy.



Minutes
CHASKA HUMAN RIGHTS COMMISSION
ZOOM
Thursday, August 26, 2021
6:30 PM

1. Roll Call

Present: Chair Carlson, Welvaert, Sandison, Hubbard, S. White, Castillo, Spreadbury

Absent: Haga, Hughes, L. White

2. Adopt Agenda

Motion: Welvaert

Second: Spreadbury

Motion: Carried

3. Open Forum/Guest Presentation

3A. Guest Presentation: Robin Francis – Director of Equity and Inclusion, Eastern Carver County Schools

Robin Francis shared the background of her previous careers and education. She feels Eastern Carver County Schools is where she is meant to be with her career. The following are three buckets (what she get's asked) she shared with the Commission.

- Who we are as an Equity Department?
- Where we are now?
- Where we are going?

Who are we as an Equity Department? We are 2 years old that consist of Intercultural Specialists and other Specialists/Partners. The Intercultural Specialists connect multicultural and under-served families and students with community and school programs, resources, and events to ensure academic success.

Where are we now?

- Achievement and Integration Plan revisions
- American Indian Parent Advisory Council vote of concurrence (agenda item 7.0)
- Strategic planning
- Student virtual healing circles
- Staff virtual healing circles
- Equity Advisory Committee
- Diversity in books program
- Fully staffed department, including Arika Mareck, Achievement & Integration Lead Specialist (started 4/12) and Indian Education Intercultural Specialist Jade Jackson (Position mandated by MDE & funded through Indian Education dollars)

Where we're going?

- Active Equity, Climate, and Culture Teams at each building
- Capacity building for staff
- Equity resource repository for staff
- Opportunities to elevate student voice
- District Equity Team
- Development of Equity department infrastructure
- Achievement and Integration Plan revisions

Questions?

Commissioner Spreadbury inquired the definition of equity has been inherited, is there a particular change she would like? Guest Speaker Robin Francis replied as the department evolves and continues to evolve and change happens, the definition will be looked at. At this time no one thing, in particular, to change the definition.

Commissioner Castillo inquired about if the budget is tied to specific benchmarks and if so what are those benchmarks? Guest speaker Robin Francis shared some of the benchmarks with the commission which included a summary of a plan – students with additional support – the ratio of class size – 3-year plan – where do we want the students to be going forward?

Commissioner Castillo asked about academic growth, is it based on standardized testing or some other form of academic growth? Guest Speaker Robin Francis replied it's based on a few factors. Growth, assessments, standardized testing opportunity, classwork, looking at the bigger picture for particular students.

Commissioner Castillo inquired at the end of three years, what happens if she succeeds? Guest Speaker Robin Francis responded that part of her role is to be a coach, how to keep the greatness in the district, possibly spread out in the district. As growth occurs can evaluate ongoing engagement.

Commissioner Sandison inquired how do you identify or hire Intercultural Specialists? Is it to work with particular people groups, identities, or do all 6 work in tandem? Guest Speaker Robin Francis responded they are assigned to different school sites, they look at the demographics. They do small groups, go to classrooms, communicate with the students and teachers with any questions, professional development to name a few tasks.

Commissioner Sandison asked how much is her role and her supporting team as supporting people in need of help vs challenging problematic areas, schools, individuals that are making it difficult. Guest Speaker Robin Francis shared it's about learning, training, & professional development. Here is where we are now and will continue to grow with training and feedback. Offer different opportunities who want to move forward at a quicker pace.

Commissioner Castillo inquired if there's an opportunity for an extension after the 3 years? Guest Speaker Robin Francis replied they look at the plan, goals, data and where we have, and other opportunities. It doesn't stop, the work continues until told differently.

Commissioner Welvaert asked after distance learning and changes did this point out different areas we are not equitable for different people in the community, has it changed priorities? Guest Speaker Robin Francis replied they are looking at rewriting some of the goals. Guest Speaker will send her PowerPoint presentation to Kabat for distribution to the commission.

Due to the time that Commissioner Castillo could stay at the meeting, Chair Carlson shared Commissioner Castillo's resignation from the Commission with good reasons. She expressed her thanks to Commissioner Castillo for his commitment and great job. The commission had previously received his letter of resignation. Commissioner Castillo shared his positive thoughts about being on the commission.

4. Approve Minutes

4A – Adopt Meeting Minutes – July 22, 2021

Motion: Hubbard

Second: Welvaert

Motion: Carried

5. Treasurer's Report

5A. Treasurer's Report 2021

Kabat reported for August, 2 purchases were made, 4 name tags, and candy for the RCD booth. The remaining balance is \$1,290.66.

Motion: Hubbard

Second: Spreadbury

Motion Carried

6. Committee Updates

6A. River City Days Committee

Kabat was not in attendance this year for the RCD event but acknowledged the commission has no swag remaining. Chair Carlson suggested due to popularity it makes sense to purchase more pens and fans. Kabat presented pricing details for the pens and fans. Chair Carlson inquired if the fans and pens are a good idea for the future? Commissioner Welvaert shared the fans were a big hit and likes the pens. Commissioner Hubbard expressed his son's idea about having something for kids. Commissioner Spreadbury thought the fans were a hit and useful. After further discussion Commissioner Spreadbury proposed to authorize the purchase of 250 fans and reserve the right for the RCD subcommittee to propose a secondary expenditure at next month's meeting.

Motion: Spreadbury

Second: Hubbard

Motion Carried

6B. MLK Celebration Committee

Commissioner Welvaert shared the committee had met on August 11th, 2021. Attendance from the meeting was Chair Carlson, Commissioner Welvaert, Commissioner Sienna White, and Staff member Kevin Wright. Below is a summary of the discussions at the meeting.

- A brief discussion about art/student videos
- Discussion about the budget (cost estimates for food and coffee) Kabat expressed he could help with the Red Bench connection. Dunn Brothers will donate the coffee.
- Keynote Speaker – ideas for themes
- Possibly offering coloring sheets/crayons for children who attend (Possibly partner with the art students at the schools).
- Marketing ideas

Commissioner Hubbard inquired about the number of attendance? Kabat shared the attendance has grown, estimating the 300 range.

After further discussion Commissioner Spreadbury proposed a motion to allocate \$1,100.00 of the 2022 budget for the MLK Event and have the sub-committee use it at their discretion.

Motion: Spreadbury

Second: Sandison

Motion Carried

6C. Program Committee

Chair Carlson reported she received a letter from Shelley Smith with Chain Reaction. Shelly is representing a play called White Privilege. Chair Carlson researched where/when to possibly host this event. Chair Carlson was unable to secure a space at this time. Chair Carlson thinks we need to do some pre-work before the play comes to our community. She expressed no program for this fall however, with tonight's guest speaker, we may have the opportunity to work with our school district in 2 ways.

1. American Indian Parent Advocacy Program
2. Partner with the diversity program.

May still have the possibility to have a fall program. Hope is to come back in September to discuss further. Commissioner Sandison inquired if a possibility to go see the play ahead of time? Chair Carlson and Kabat will help the Commission to coordinate who wants to attend.

6D. Budget Committee

Chair Carlson shared the Committee met and took a look at the previous year's expenses knowing the Commission for sure wants to do the following 3 things next year. MLK Community Celebration, Pride Picnic, and Green Card Voices.

6Di Proposed Budget Request – 2022

Activity	Budget Recommendation
MLK Community Celebration	\$1,100.00
Pride Picnic	\$1,000.00
Green Card Voices	\$1,800.00
Fall Activity	\$500.00
Administrative	\$600.00
Total	\$5,000.00

Chair Carlson shared Kabat has moved forward on a proposed budget request for Council's consideration for the fiscal year 2022 for \$5,000.00.

Chair Carlson expressed she and Commissioner Welavaret are thinking of other ways the commission can ask for partners in our community. Hope to bring research back to the Commission on September's HRC meeting.

Kabat shared with the Commission how the budget process works. Kabat already discussed with City Administrator Matt Podhradsky what the commission's intent is for raising the 2022 budget request.

After further discussion Commissioner Welvaert motioned to approve the proposed budget request for Council's consideration for the fiscal year 2022 of \$5,000.00.

Motion: Welvaert
Second: Spreadbury
Motion Carried

6E. Webpage Committee

Commissioner Sandison shared the committee met and discussed more ways to make it more interactive, including pictures from some of the events. Make it more informative for the community. Working on a proposed calendar with different celebration dates, Kevin Wright is working on the calendar. Chair Carlson expressed if any of the commissioners have ideas/thoughts of a good webpage to please share with the sub-committee

6F. Empathetic Response Committee

Commissioner Spreadbury is now on the committee alone and reported he has not had a lot of activity which is a good thing. If the commission has anything Commissioner Spreadbury should address please let him know.

7. New Business:

Chair Carlson noted there is going to be a backpack giveaway in conjunction with Westwood Community Church on August 28th. The project community Connect program at Canterbury has been canceled due to COVID-related concerns.

Steiner County Crisis Residence is a community-based provider for Mental Health which will be open on September 8th, 2021. It will have the ability to provide on-site, in-person mental health services for residence of Chaska. School starts September 7th, 2021.

8. Next Meeting Date – September 23, 2021, at the Council Chambers and Zoom

9. Adjourn

Motion: Sandison

Second: Welvaert

Motion Carried