

WORK SESSION
Budget Presentations for Enterprise Funds
(Curling/Event Center and Chaska Town Course)
5:30 – 7:00 PM



AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, November 15, 2021
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
 - 5.A. His House Foundation Update - Martha Brannon
 - 5.B. Domestic Violence Report - Joseph Schneider
6. Approve Previous Meeting Minutes
 - 6.A. Approve the November 1, 2021 Council Meeting Minutes
7. Consent Items
 - 7.A. Adopt Resolution 2021-71, Approving the Agreement to State Transportation Fund Local Bridge Replacement Program Grant Terms and Conditions
 - 7.B. Adopt Resolution 2021-72, Municipal State Aid Street System Revision

- 7.C. Adopt Ordinance 1002, Amend Chapter 6, Article 6.12 Noise and Odors, Section 6.12.030 and 6.12.040
- 7.D. Adopt Resolution 2021-73, 2022 Downtown Reconstruction Project Feasibility Study
- 7.E. Adopt Resolution 2021-76, Eminent Domain Over Certain Property Related to Highway 41 and Highway 61 Improvements
- 8. Action Items
 - 8.A. Adopt Resolution 2021-74, Approving the Conditional Use Permit (CUP) Amendment for Total Loss at 525 Creekridge Drive/Total Loss Brokers/PC #2021-07
 - 8.B. Adopt Ordinance MC 2021-1003, Repealing Sections 7.24.030 and 13.16.110 and Adopting Chapter 14, Article 14.04, Sections 14.04.010-14.04.060 of the Chaska Code of Ordinances Utility Franchise
 - 8.C. Adopt Resolution 2021-75, Approving the Concept Plan for Rivertown Heights/DR Horton/PC #2021-18
- 9. Bills
 - 9.A. ACCOUNTS PAYABLE COUNCIL ROSTER 11-15-2021
- 10. Other Business
 - 10.A. City Administrator's Report
 - 10.B. Biweekly 11-15-2021
 - 10.C. Financial Reports-9/30/21
 - 10.D. Other Meeting Minutes
 - 10.D.i. Human Rights Commission Meeting Minutes 9-23-2021
- 11. Adjourn

DRAFT

**- MINUTES -
CHASKA CITY COUNCIL
NOVEMBER 1, 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 Grau (via Zoom), Hatfield, Hubbard, Huang, 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; and Jake Sofly, City Attorney.

4. Adopt the Agenda

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

5. Visitor Presentation

5.A. Fire Chief Wiebe recognizing firefighter Zach Bonnema receiving the MN Fire Chiefs Association Award nominated from his peers.

Fire Chief Wiebe addressed the Council and provided some background and information on this item and welcome Mr. Bonnema forward.

Mr. Bonnema addressed the Council and thanked the City and his family for their support allowing him to do what he does for the City.

Fire Chief Wiebe presented Mr. Bonnema with a plaque for his outstanding work and commitment to the City.

The Councilmembers thanked Mr. Bonnema for all his hard work and dedication.

6. Minutes

6.A. Approve October 18, 2021 City Council Meeting Minutes

Mayor Windschitl stated Mr. Kabat's last name was spelled incorrectly and should be corrected.

Motion by Councilmember Hatfield, second by Councilmember Grau to approve the minutes of the October 18th, 2021 City Council meeting with amendments noted. Motion carried.

7. Consent Agenda

Motion by Councilmember Hubbard, second by Councilmember Huang to approve the Consent Agenda Item A:

A. Adopt Resolution 2021-70, Resolution Authorizing Last Written Offers to Acquire Fee Title and Various Easements for Certain Property Described Herein Related to Highway 41 and Highway 61 Improvements

Motion to adopt Resolution 2021-70, Resolution Authorizing Last Written Offers to Acquire Fee Title and Various Easements for Certain Property Described Herein Related to Highway 41 and Highway 61 Improvements

Motion carried.

8. Bills

8.A. Accounts Payable Council Roster 11-1-2021

Council requested further information on pages 4, 14, 23 and 26.

City Administrator Podhradsky provided further information regarding those bills.

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

9. Other Business

9.A. City Administrator's Report

9.A.i. Bi-Weekly Report November 1, 2021

9.B. Other Meeting Minutes

9.B.i. 3rd-Qtr 2021 Investment Report – November 1, 2021

Councilmember Grau:

- Stated he wanted to wish the High School Volleyball and Football teams good luck in the Section Championships

Councilmember Hatfield:

- Stated she had nothing to share at this time

Councilmember Huang:

- Stated on December 4th is the Hometown Holiday
- Stated December 5th is the Tree Lighting at Fireman's Park
- Noted SouthWest transit is having some issues with Met Council and as a result are having trouble acquiring new buses
- Stated the controlled fire event on Saturday was very impactful and noted the first responders are a very vital part of the Community and thanked them all for their service

Councilmember Hubbard:

- Stated she attended the controlled fire event on Saturday and noted it was very impactful, she thanked the Chaska Fire Department for their courage
- Noted she participated in the two bonding tour stops
- Stated she attended the Jack-O-Lantern Trail put on by Parks and Recreation, noted they did a great job
- Stated she attended Community Unity Conversation
- Noted the election is tomorrow from 7am - 8pm and encourages everyone to vote
- Noted she couldn't attend the Carver County Leaders Group meeting recently but will pass long the slide decks for the Council to view
- Thanked all Veterans for their services as Veteran's Day approaches

Mayor Windschitl:

- Stated the Police Department along with PROmotion Graphics surprised a little boy in the Community, Brendan who has Leukemia with a special squad car and uniform so he can continue to help patrol the streets with them since he outgrew his old paw patrol car, and noted something like this won't make the news because it is good news but is the kind of thing that makes people smile and thanked the police for being so caring
- Thanked Carver County and Public Works for their contributions to the Trail of Fun
- Noted it is important to be educated on the election before you go to vote, and encouraged everyone to do some research prior to voting
- Noted the town golf course has done 42,000 rounds this year and stated that is a big feat and congratulated the staff for their hard work
- Echoed Councilmember Hubbard's thoughts on Veteran's Day and noted there is a program at the Middle School West which will be played via video to each classroom and there will be coffee and doughnuts outside afterwards at 8:40am
- Stated deer hunter opener is this weekend, noted those going out should be safe and wished them good luck
- Noted the next Council meetings are on and November 1st and 15th

11. Adjourn

Motion by Councilmember Hatfield, second by Councilmember Huang to adjourn the meeting at 7:55 pm.

Motion carried.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
11/15/2021**

Subject: Replacement Program Grant - City Bridge 10J52 for Sixth Street East

Reviewed By: Matt Clark, City Engineer

Construction plans to replace the existing narrow two-lane Bridge 10J52 which is located along Sixth Street East in Downtown between Oak Street and Maple Street are being prepared.

The bridge is being replaced with a new concrete box culvert. The larger bridge will allow for a standard residential street to be constructed over the top with the future downtown reconstructing project.

To secure MnDOT Bridge Funds for this work, the attached resolution needs to be approved accepting the terms and conditions of grant agreement.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2021-71, approving the agreement to State Transportation Fund Local Bridge Replacement Grant terms and conditions for replacement of Bridge 10J52.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE: 11/15/2021 **RESOLUTION NO.** 2021-71

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

**A Resolution for Agreement to State Transportation Fund
Local Bridge Replacement Program Grant Terms and Conditions
SAP 196-594-002**

WHEREAS, The City of Chaska has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No.10J52; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

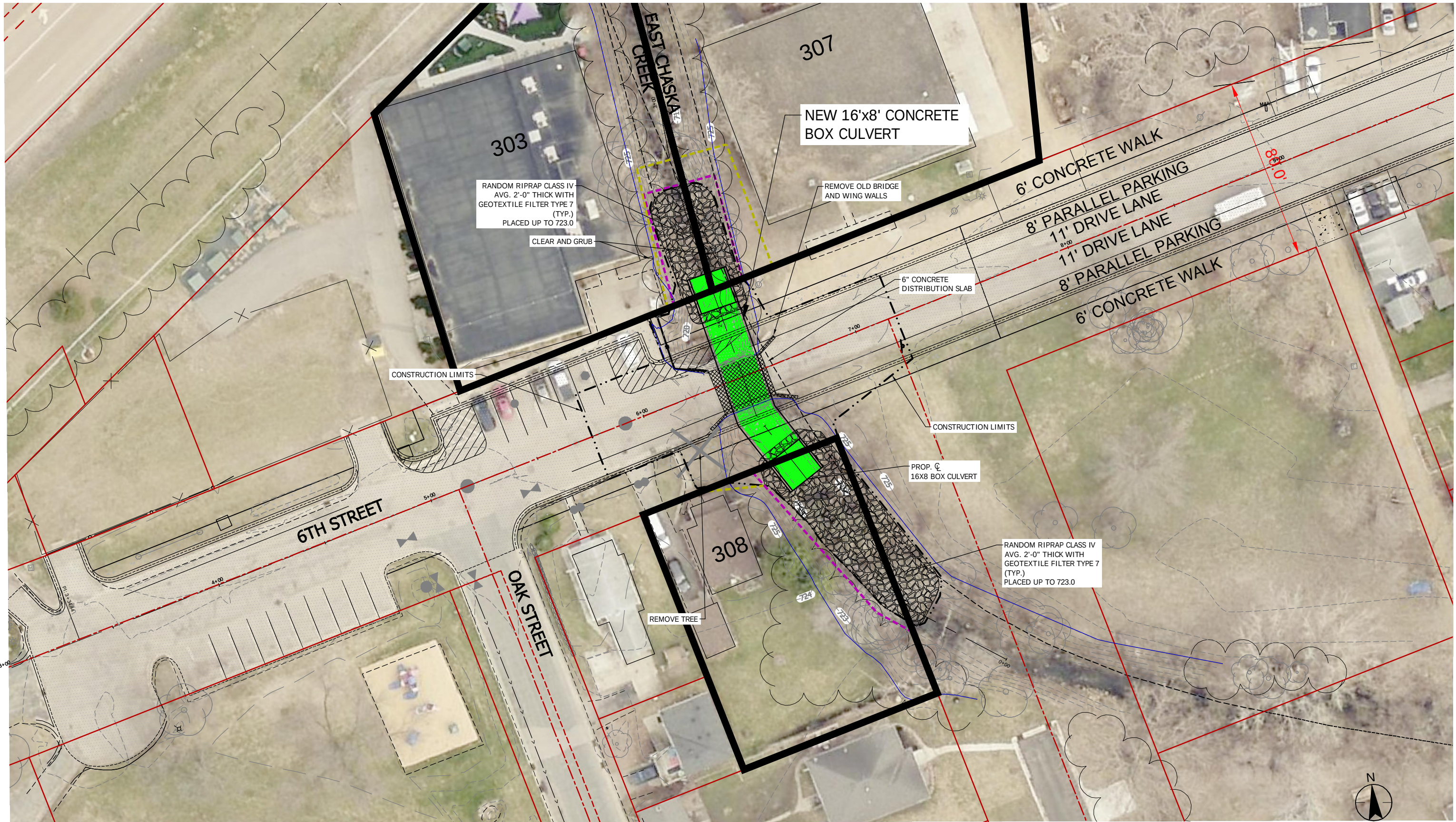
WHEREAS, the amount of the grant has been determined to be \$298,662.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that The City of Chaska does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 15th day of November, 2021

Mark Windschitl, Mayor

Attest _____
Deputy City Clerk



6TH STREET CULVERT EXHIBIT

CITY OF CHASKA, MN
 6TH STREET BRIDGE REPLACEMENT
 Adopt Resolution 2021-71, Approving...

FIGURE PROPERTY AND EASEMENTS

**STATE OF MINNESOTA
LOCAL BRIDGE REPLACEMENT PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Chaska
One City Hall Plaza
Chaska, MN 55318-1962

Contact: Matt Clark

RECITALS

1. Minnesota Statutes § 297A.815, subd. 3(d) and § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. Grantee has been awarded Local Bridge Replacement Program funds under Minn. Stat. § 174.50, subd. 6-7.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2023**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct one of more of the following activities in accordance with its grant application, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1. Grantee shall not use this grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$298,662.00.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Matt Clark
City Engineer
City of Chaska
One City Hall Plaza
Chaska, MN 55318-1962
Phone: 952-448-9200
MClark@chaskamn.com

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an

audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination by the State. The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether

the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 Prevailing Wages. Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 E-Verification. Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: State Aid Programs Engineer

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
LBRP Grant	\$298,662.00	Grant Funds:	
Other:		Bridge Construction	\$298,662.00
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$298,662.00	Subtotal	\$298,662.00
Public Entity Funds:		Items paid for with Non-	
Matching Funds	\$	LBRP Grant Funds:	
Other:		Bridge Construction,	\$35,005.75
Local Match	\$35,005.75	Bridge Removal, Approach	\$
	\$		\$
	\$		\$
Subtotal	\$35,005.75	Subtotal	\$35,005.75
TOTAL FUNDS	\$333,667.75	TOTAL PROJECT COSTS	\$333,667.75

EXHIBIT B
GRANT APPLICATION

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
11/15/2021**

Subject: 2021 Municipal State Aid Street System Revision

Prepared By: Matt Clark, City Engineer

Chaska is one of many communities in Minnesota with populations over 5,000 that are eligible to receive state Municipal State Aid assistance for construction and maintenance of collector streets. Annually the City reviews the map for system revisions and this years update includes a very small addition of future Savanna Way/Mount Hope Road that is located in the Chaska city limits. Council approval is needed every time the City proposes a new roadway segment being added to the system which is reviewed at the State level to formally adopt changes. Attached to this report is a map showing the proposed addition.

With the increased development that has occurred in the southwest, Chaska is now able to add future collector roadways to the City's state aid system. The changes that are proposed to the system enable the City access to State funding reimbursement as these collector roads are constructed.

CITY COUNCIL ACTION REQUESTED

Motion to Adopt a Resolution No. 2021-72 Approving and Amending the Municipal State Aid Streets of the City of Chaska.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 11/15/2021 **RESOLUTION NO.** 2021-72

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

A RESOLUTION FOR MUNICIPAL STATE AID STREET SYSTEM REVISION

WHEREAS it appears to the City Council of the City of Chaska that the street hereinafter described as a designation be designated as a Municipal State Aid Street under the provisions of Minnesota law.

NOW THEREFORE, BE IT RESOLVED by the City Council of Chaska that the road described as follows, to wit:

Designation:

Mount Hope Road – Spring Creek Drive to Chaska Boulevard (CSAH 61)

be, and hereby is established, located, and designated as a Municipal State Aid Street of said City, subject to the approval of the Commissioner of Transportation of the State of Minnesota, and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for consideration, and that upon approval of the designation of said road or portion thereof, that the same be constructed, improved, and maintained as a Municipal State Aid Street of the City of Chaska, to be numbered and known as a Municipal State Aid Street.

Passed and adopted pursuant to due call and notice thereof, a regular meeting of the City Council of the Chaska, Minnesota, was held in the Council Chambers of said City on the 15th day of November 2021 at 7:00 p.m.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

Members present:

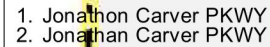
Members absent:

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted and approved by the City Council of said City on November 15, 2021

City Clerk
City of Chaska

Plot Date: 11/09/2021 - 9:48am
 Drawing name: R:\client\State_province\del_mn\msa\City\Chaska\Chaska_MSA_updates_2021.dwg
 Xrefs: CHASKA_City_19380407.XSD



7.B. ~~MSA- EXISTING~~ 2021-72, Municipal...

2020 MSA BALANCE	0.21 MI
DESIGNATION - PROPOSED	<u>0.06 MI</u>
MSA BALANCE - NEW	0.15 MI

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
11/15/2021**

**Subject: Amend Chapter 6, Article 6.12 Noise and Odors, Section 6.12.030
and 6.12.040**

Prepared By: Denise Beebe, Senior Clerk

Sections 6.12.030 and 6.12.040 under Article 6.12 Noise and Odors in Chapter 6 of the Chaska City Code was found to be conflicting with each other and needed better clarification for understanding and enforcement.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. MC 2021-1002 amending Chapter 6, Article 6.12 Noise and Odors, Section 6.12.030 and 6.12.040.

**CITY OF CHASKA
ORDINANCE MC 2021-1002**

**AMEND CHAPTER 6, ARTICLE 6.12 NOISE AND ODORS, SECTION 6.12.030 AND
6.12.040**

WHEREAS, Section 6.12.030 and Section 6.12.040 of Chapter 6, Article 6.12 Noise and Odors were conflicting with each other and needed to be corrected for better clarification and enforcement.

NOW THEREFORE, be it ordained by the Council of the City of Chaska, in the State of Minnesota, as follows:

SECTION 1: **AMENDMENT** “6.12.030 Outdoor Power Implement/Construction Activities” of the City of Chaska Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

6.12.030 Outdoor Power Implement/Construction Activities

- A. Except as hereinafter provided, no person shall engage in, permit, or allow construction activities involving the use of power equipment and certain hand tools, including but not limited to any kind of electric-, diesel-, gas-powered machines or hammers, any time other than between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and Saturdays and between the hours of 8:00 a.m. and 9:00 p.m. on Sundays and legal holidays.
- B. Construction activity on public improvement projects under the operation and control of the State of Minnesota, or an agency thereof, County of Carver or the City of Chaska, on public improvements generally for the benefit of the public may, upon application to the City, and for good cause shown, upon approval of the City Council, commence prior to 7:00 a.m. but no earlier than 6:00 a.m. where it is determined by the City Council that to do so would be in the best interest of the public.

Said application shall include, together with such other information as reasonably requested by City, a work plan outline, detailing that the need for an earlier start time is not merely a convenience but needed to adhere to an accelerated or established project schedule. Further, the application shall include the types of activities that will occur before 7:00 a.m.

AFTER AMENDMENT

6.12.030 Outdoor Power ~~Implement~~Equipment/Construction Activities

- A. ~~Except as hereinafter provided,~~ No person shall engage in, permit, or allow construction activities involving the use of power equipment and certain hand tools, including but not limited to any kind of electric-, diesel-, gas-powered machines or hammers, any time other than between the hours of 7:00 a.m. and 8:00 ~~9:00~~ p.m. on weekdays and Saturdays and between the hours of 8:00 a.m. and 7:00 ~~9:00~~ p.m. on Sundays and legal holidays.
- B. ~~Construction activity on public improvement projects under the operation and control of the State of Minnesota, or an agency thereof, County of Carver or the City of Chaska, on public improvements generally for the benefit of the public may, upon application to the City, and for good cause shown, upon approval of the City Council, commence prior to 7:00 a.m. but no earlier than 6:00 a.m. where it is determined by the City Council that to do so would be in the best interest of the public.~~

~~Said application shall include, together with such other information as reasonably requested by City, a work plan outline, detailing that the need for an earlier start time is not merely a convenience but needed to adhere to an accelerated or established project schedule. Further, the application shall include the types of activities that will occur before 7:00 a.m.~~

SECTION 2: AMENDMENT “6.12.040 Construction Activities” of the City of Chaska Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

6.12.040 Construction Activities

No person shall engage in, permit, or allow construction activities involving the use of power equipment and certain hand tools, including but not limited to any kind of electric, diesel, gas-powered machines, or hammers, any time other than between the hours of 7:00 a.m. and 9:00 p.m. on weekdays, Monday through Friday; Saturdays between the hours of 8:30 a.m. and 7:00 p.m.; Sundays and legal holidays, construction activities shall be prohibited.

(Ord. No. 609, Sec. 2, 8/19/96)

AFTER AMENDMENT

6.12.040 Construction, Maintenance and Repair Activities

Except as hereinafter provided, ~~N~~o person shall engage in, permit, or allow construction activities involving the use of power equipment and certain hand tools, including but not limited to any kind of electric, diesel, gas-powered machines, or hammers, any time other than between the hours of 7:00 a.m. and 8:00 ~~9:00~~ p.m. on weekdays, ~~and Monday through Friday;~~ Saturdays and between the hours of 8:00 ~~8:30~~ a.m. and 7:00 p.m. on; Sundays and legal holidays, ~~construction activities shall be prohibited.~~

A. Construction, Maintenance or Repair Activities

1. Public improvement projects under the operation and control of the State of Minnesota, or an agency thereof, County of Carver or the City of Chaska, on public improvements generally for the benefit of the public may, and for good cause shown, with approval from the authority having jurisdiction, commence prior to 7:00 a.m. but no earlier than 6:00 a.m. where it is determined to do so would be in the best interest of the public.
 - a. Said requests shall include, together with such other information as reasonably asked for by jurisdiction, a work plan outline, detailed that the need for an earlier start time is not merely a convenience but needed to adhere to an accelerated or established project schedule. Further, the application shall include the types of activities that shall occur before 7:00 a.m.
2. Golf courses, for the benefit of the public, may commence prior to 6:00 a.m. but no earlier than 5:00 a.m. during peak summer hours.

~~(Ord. No. 609, Sec. 2, 8/19/96)~~

PASSED AND ADOPTED BY THE CITY OF CHASKA COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Grau	_____	_____	_____	_____
Councilmember Hatfield	_____	_____	_____	_____
Councilmember Huang	_____	_____	_____	_____
Councilmember Hubbard	_____	_____	_____	_____
Mayor Windschitl	_____	_____	_____	_____

Presiding Officer

Attest

Mark Windschitl, Mayor, City of
Chaska

Denise Beebe, Senior Clerk City of
Chaska

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
11/15/2021**

Subject: 2022 Downtown Reconstruction Project Feasibility Study

Prepared By: Matt Clark, City Engineer

The streets that are shown on the attached map are those that are proposed for the City to evaluate the feasibility to reconstruct with the Downtown Reconstruction Program. The highlighted streets follow in line with the master plan to upgrade City streets and public utilities. The blocks that are selected allow the continuation of utility upgrades, particular to how the sanitary sewer system flows in downtown. Once the project costs are known staff will be presenting the information for Council's review and direction on how to best manage project funding.

The blocks proposed to be improved are portions of Beech, Maple, Sixth, and Oak Streets. Since the downtown street/utility reconstruction project does not include a property owner petition, the attached resolution needs to be approved specifying the City Council is the project initiator.

CITY COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2021-73 ordering preparation of the feasibility study for the 2022 Downtown Street/Utility Reconstruction Project.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 11/15/2021 **RESOLUTION NO.** 2021-73

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

**A Resolution Ordering Preparation of a Feasibility Report for the
2022 Chaska Downtown Street and Utility Reconstruction Project**

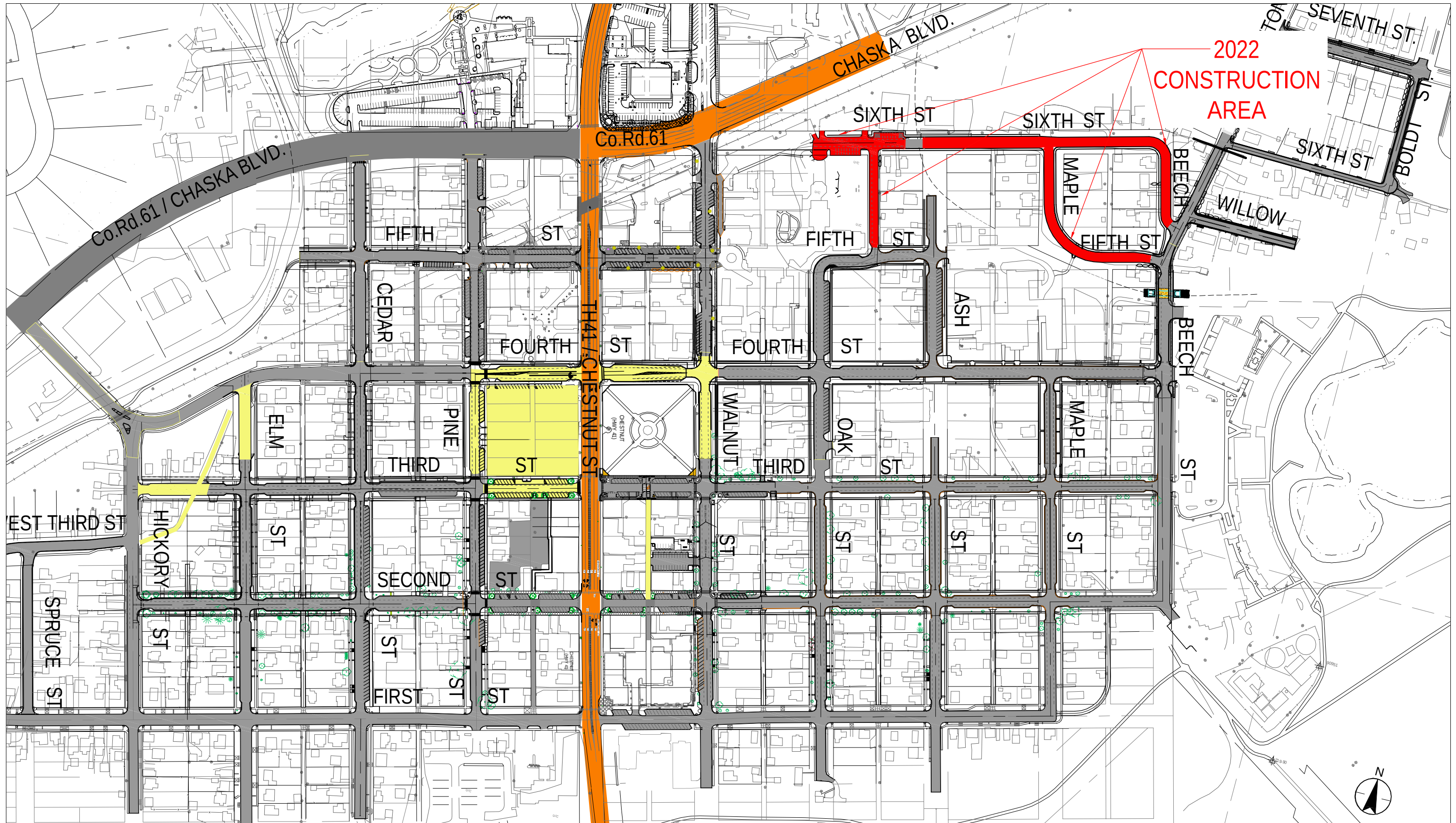
WHEREAS, it is proposed to improve: portions of Sixth Street, Beech Street, Maple Street, and Oak Street as noted on attached Exhibit "A", and to assess the benefited property for a portion of the improvement, pursuant to Minnesota statutes, Chapter 429.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, that the proposed improvement be referred to City Engineer/Stantec for study and they are instructed to prepare a feasibility study advising if the proposed improvement is necessary, cost-effective, and feasible; the estimated cost of the improvement as recommended; and, a description of the methodology used to calculate individual assessments for affected parcels.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 15th day of November 2021.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk



DOWNTOWN CHASKA MASTER STREET LAYOUT

CHASKA, MINNESOTA

2022 DOWNTOWN RECONSTRUCTION

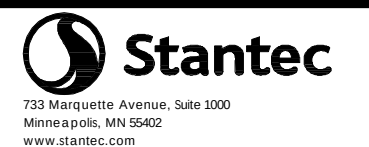
RECONSTRUCTED STREETS

FUTURE STREET RECONSTRUCTION

2022 DOWNTOWN RECONSTRUCTION

2022-2023 - TH 41 / CHESTNUT ST. & CSAH 61 / CHASKA BLVD. RECONSTRUCTION.

FIGURE A-2



REQUEST FOR ACTION CHASKA CITY COUNCIL November 15, 2021

Subject: Resolution Authorizing Commencement of Eminent Domain to Acquire Fee Title and Various Easements for New Pavements, Raised Medians, Utilities, Landscaping Enhancements, Wayfinding, Enhanced Pedestrian System, Public Parking and New Signal Systems Over Certain Property Described Herein Related to Highway 41 and Highway 61 Improvements

Prepared By: Matt Clark

Background

On August 2, 2021, Council adopted Resolution No. 2021-50 authorizing City staff to send offer letters to the affected property owners for the TH 41/CSAH 61 Improvements in Historic Downtown Chaska. Since that date, easement compensation letters to those properties that were listed have all been sent out and staff along with the right of way acquisition team continue to meet with those property owners that are being impacted by the project. While many of the property owners have entered into negotiated agreements for the needed acquisitions and easements, some remain yet to be resolved.

As Council may recall from the work session held on October 4th, 2021 to discuss the acquisition process for this project, there are a number of steps in the process designed to ensure the necessary property for project is acquired to meet project deadlines with the committed state and federal funding while protecting the interests of both the property owner and the City. This evening's resolution is to authorize the use of eminent domain which another step in that process. By taking this action it and does not mean that City staff and its consultant team will discontinue working with property owners for successfully reaching negotiated settlements.

The properties that are listed in the resolution are those identified that are necessary for the project. The City under state statute has the authority to acquire the permanent and temporary easements for the project for viable public purpose. The resolution authorizes the commencement of Eminent Domain to acquire the necessary property in fee with for which a settlement has not yet been successfully negotiated. Approving this resolution enables City Staff to continue through the process towards successful acquisition of all necessary property for the TH 41/CSAH 61 improvements.

Recommendation

Staff recommends approval of the resolution to declare a viable and requisite public purpose for the acquisition of parcels in fee and in compliance with state statute commence Eminent Domain to acquire permanent and temporary easements over properties for which a settlement has not yet been successfully negotiated.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2021-76, authorizing eminent domain to acquire fee title and various easements for new pavements, raised medians, utilities, landscaping enhancements, wayfinding, enhanced pedestrian system, public parking and new signal systems over certain property described herein.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE: November 15, 2021

RESOLUTION NO: 2021-76

MOTION BY COUNCILMEMBER _____ SECOND BY COUNCILMEMBER _____

A Resolution Authorizing the Commencement of Eminent Domain to Acquire Fee Title and Various Easements for New Pavements, Raised Medians, Utilities, Landscaping Enhancements, Wayfinding, Enhanced Pedestrian System, Public Parking and New Signal Systems Over Certain Property Described Herein

WHEREAS,

1. The City of Chaska (the "City") needs to acquire certain parcels and various easements for the Downtown Highway 41 Project (the "Project").

NOW, THEREFORE:

BE IT RESOLVED, the City finds and declares the Project is a valid public project with a valid public purpose;

BE IT FURTHER RESOLVED that the real property needed for the Project has been identified in the Project Plans or on the Project Work Map and is depicted on EXHIBIT A, attached hereto, and incorporated herein (the "Property");

BE IT FURTHER RESOLVED that the Property is necessary for the Project and must be obtained before the filing of an award by the court-appointed commissioners;

BE IT FURTHER RESOLVED, that in the judgment of the City, the acquisition of the Property will further the public health, safety, and welfare, and will be undertaken in accordance with Minnesota Statutes;

BE IT FURTHER RESOLVED, that, the City is a statutory city under the laws of the State of Minnesota, created and organized under Minnesota Statutes Chapter 412, and is authorized by Minnesota Statutes § 412.221, and under Minnesota Statutes Chapter 117, the City has the authority to acquire the Property by condemnation, and that the City directs its attorneys to acquire the Property by condemnation if the Property cannot be acquired by direct negotiation; and

BE IT FURTHER RESOLVED that the condemnation of the Property will be done in accordance with the procedures under created and organized under Minnesota Statutes Chapter Minnesota Statutes § 412.221 and Minnesota Statutes Chapter 117.

BE IT FURTHER RESOLVED THAT:

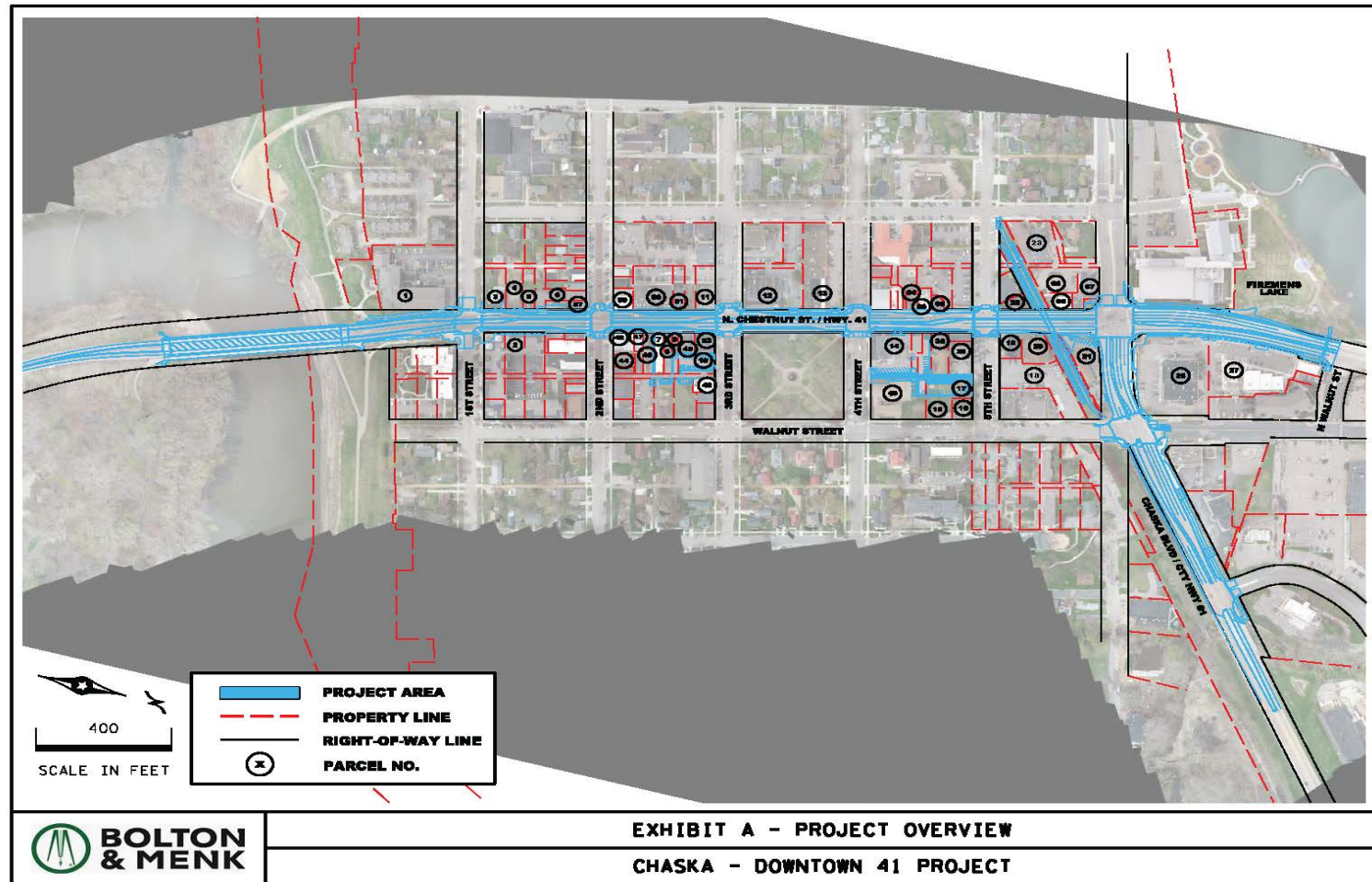
- A. A viable and requisite public purpose exists for the acquisition of all the parcels in fee and the permanent and temporary easements all shown on EXHIBIT B, attached hereto, and incorporated herein .
- B. The City may, upon compliance with statutory prerequisites including, but not limited to, good faith negotiation, commence Eminent Domain to acquire the parcels in fee and permanent and temporary easements as shown on EXHIBIT B.
- C. The City shall comply with all appraisal and negotiation requirements and other conditions precedent to Eminent Domain.
- D. The City Staff is authorized and empowered to file Statutory Quick Take Notices for all the acquisitions set forth on EXHIBIT B.

Adopted by the City Council of the City of Chaska on this 15th day of November 2021.

Mark Windschitl, Mayor

Attest: _____
Deputy Clerk

EXHIBIT A



Property Legal Description (2)

Lots 6, 7 and 8, Block 44, and that part of vacated alley adjacent to Lots 6, 7 and 8, said Block 44, City of Chaska, according to the plat thereof on file or of record in the Office of the County Recorded, Carver County, Minnesota.

ACQUISITION DESCRIPTION

A right to use the following described strips for reconstructing the sidewalk, which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the reconstruction of the sidewalk.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies westerly of a line drawn parallel with and 77.50 feet easterly of, as measured at right angles to, the hereinafter described LINE 1.

EXCEPTING THEREFROM the easterly 31.50 feet lying northerly of the southerly 30.50 feet thereof.

ALSO, EXCEPT the easterly 6.00 feet of the northerly 27.00 feet of the southerly 30.50 feet thereof.

ALSO, EXCEPT that part of the northerly 11.00 feet of the westerly 11.00 feet of the easterly 17.00 feet of the southerly 30.5 feet thereof which lies northeasterly of LINE 2 as hereinafter described.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

FPA River Gables-Moab, LLC (51%)	Fee Owner
FPA River Gables Archview, LLC (13%)	Fee Owner
FPA River Gables Associates, LLC (36%)	Fee Owner
CitiBank, N.A., as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities Inc., Multifamily Mortgage Pass-Through Certificates, Series 2021-K127	Mortgage
Quality Business Solutions Corporation	Tenant
M.J. Harder, Ltd.	Tenant

Carver County

Tenant

Family Attachment and Counseling Center of Minnesota, Inc.

Tenant

Property Legal Description (3)

The South 5 feet of Lot 4 and all of Lot 5, Block 43, in the Townsite (now City) of Chaska, Carver County, Minnesota.

ACQUISITION DESCRIPTION

A right to use the following described strips for reconstructing the sidewalk and driveway, which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the reconstruction of the sidewalk and driveway.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies easterly of a line drawn parallel with and 72.80 feet westerly of, as measured at right angles to, the hereinafter described LINE 1:

EXCEPTING THEREFROM the westerly 7.30 feet of the southerly 48.50 feet thereof.

ALSO, EXCEPT the easterly 19.50 feet of the westerly 26.80 feet of the southerly 25.0 feet thereof.

ALSO, EXCEPT the easterly 19.50 feet of the westerly 26.80 feet of the southerly 9.50 feet of the northerly 25.60 feet thereof.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Kristine Leary, married to Luke Frauendienst	Fee Owner
Mortgage Electronic Registration Systems, Inc., as nominee for Bell Bank	Mortgage

Property Legal Description (4)

Lot 4, EXCEPTING the North 5 feet thereof and EXCEPTING the South 5 feet thereof, Block 43, City of Chaska, Carver County, Minnesota.

ACQUISITION DESCRIPTION

A right to use the following described strips for reconstructing the sidewalk and driveway, which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the reconstruction of the sidewalk and driveway.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies easterly of a line drawn parallel with and 46.00 feet westerly of, as measured at right angles to, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Shin-Ping Honzay and Philip Honzay	Fee Owners
U.S. Bank, National Association	Mortgage

Property Legal Description (6)

That part of Lots 1, 2 and 3, Block 43, City of Chaska, according to the recorded plat thereof, Carver County, Minnesota, described as commencing at the northeast corner of said Lot 1; thence South 15 degrees 26 minutes 38 seconds East, on an assumed bearing along the east line of said Lots 1 and 2 a distance of 120.17 feet to the southeast corner of said Lot 2 being the point of beginning of property to be described; thence South 74 degrees 43 minutes 39 seconds West, along the south line of said Lot 2 a distance of 31.00 feet; thence North 15 degrees 26 minutes 38 seconds West, parallel with said east line of Lots 1 and 2 a distance of 63.60 feet; thence North 74 degrees 33 minutes 22 seconds East 0.54 feet; thence North 15 degrees 07 minutes 45 seconds West 27.20 feet; thence South 74 degrees 52 minutes 15 seconds West 0.69 feet; thence North 15 degrees 28 minutes 38 seconds West 29.38 feet to the north line of said Lot 1; thence South 74 degrees 44 minutes 30 seconds West 34.98 feet to a point on the north line of said Lot 1 a distance of 66.00 feet west of the northeast corner of said Lot 1; thence South 15 degrees 26 minutes 38 seconds East, parallel with the east line of said Lot 1, a distance of 60.09 feet to the south line of said Lot 1; thence South 74 degrees 44 minutes 05 seconds West 5.35 feet to a point on the south line of said Lot 1 a distance of 71.00 feet east of the southwest corner of said Lot 1; thence South 15 degrees 31 minutes 22 seconds East, parallel with the west line of said Lots 2 and 3, a distance of 90.10 feet to a point on a line parallel with and 30.00 feet southerly of the north line of said Lot 3 as measured along said line parallel with the west line of Lots 2 and 3, said point being 71.00 feet east of said west line of Lot 3; thence North 74 degrees 43 minutes 39 seconds East, parallel with said north line of Lot 3, a distance of 71.23 feet to the east line of said Lot 3; thence North 15 degrees 26 minutes 38 seconds West, along said east line of Lot 3, a distance of 30.00 feet to the point of beginning.

A roof access easement over the west 5 feet of the roof of the building located at 101 West Second Street, Chaska, Minnesota for purposes of inspection, repair and maintenance of the premises located at 103 West Second Street, Chaska Minnesota. Such access to be utilized upon reasonable notice being given to the owner, or its agent, of the building located at 101 West Second Street, Chaska, Minnesota.

ACQUISITION DESCRIPTION

A right to use the following described strips for reconstructing the driveway, which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the reconstruction of the driveway.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies easterly of a line drawn parallel with and 55.00 feet westerly of, as measured at right angles to, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Moselle Holdings LLC	Fee Owner
HomeTown Bank	Mortgage
Carver County	Taxes/Assessments
Helen B. Nicklaus and Robert A. Nicklaus	Easement
Chaska Chiropractic & Wellness PLLC	Tenant
Daniel Wynn and Jennifer Wynn	Tenant
Shawn Bennis	Tenant

Property Legal Description (7)

That part of Lots 7 and 8 of Block 37 of the City of Chaska, according to the recorded plat thereof, Carver County, Minnesota, described as follows:

Beginning at a point on the West line of said Lot 7, six inches South of the Northwest corner of said Lot; thence easterly parallel with Second Street line 106 feet; thence northerly four feet six inches; thence easterly parallel with Second Street line 36 feet to alley; thence northerly along the alley 25 feet; thence westerly parallel with Second Street line 142 feet; thence southerly 29 feet and 6 inches to the place of beginning.

ACQUISITION DESCRIPTION

Acquisition

All that part of the above-described parcel, which lies southerly of a line described as: Beginning at a point on LINE 1 as hereinafter described, distant 1355.90 feet southerly from its POINT OF BEGINNING; thence easterly, perpendicular to said LINE 1 a distance of 190.00 feet and there terminating.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

AND

A right to use the following described strips for the relocation of steps, which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the relocation of steps.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies easterly of a line drawn parallel with and 178.50 feet easterly of, as measured at right angles to, the hereinafter described LINE 1.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

GM Davis Properties, LLC

Fee Owner

Security Bank & Trust Company f/k/a Security Bank Waconia

Mortgage

Joshua Rekedal

Tenant

Hanna Angulski

Tenant

Property Legal Description (8)

Commencing at a point on the East line of Chestnut Street, which point bears 6 feet South from the Northwest corner of Lot 8, Block 37, of Chaska Townsite; thence running Southerly on said Chestnut Street Line 25 feet; thence Easterly and parallel with Second Street line 142 feet to alley; thence Northerly along alley 25 feet; thence Westerly 142 feet to place of beginning.

ACQUISITION DESCRIPTION

Permanent Parking Easement

A permanent easement for parking purposes over, under and across that part of the above-described parcel, which lies easterly of a line drawn parallel with and 162.00 feet easterly of, as measured at right angles to, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

AND

A right to use the following described strips for the expand the parking area, which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the parking easement.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies 25.00 feet westerly of a line drawn parallel with and 162.00 feet easterly of, as measured at right angles, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Triple Gem of the North LLC

Fee Owner

U.S. Bank, National Association

Mortgage

Property Legal Description (9)

Commencing at a point on the West line of Block 37, Townsite of Chaska, Southerly on said West line 107 feet and 5 inches from the Northwest corner of said Block 37; running thence Southerly on said West line 18 feet and 7 inches; thence Easterly parallel with Third Street 142 feet to the alley; thence Northerly along the West line of said alley 18 feet 7 inches; thence Westerly on a straight line to place of beginning being a part of Lots 8 and 9 in said Block 37.

ACQUISITION DESCRIPTION

Acquisition Description

All that part of the above-described parcel, which lies easterly of a line drawn parallel with and 111.00 feet easterly of, as measured at right angles to, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

AND

A right to use the following described strips for the construction of the parking facility on the acquisition parcel which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the construction of the parking facility.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies 16.00 feet westerly of a line drawn parallel with and 111.00 feet easterly of, as measured at right angles to, the hereinafter described LINE 1:

EXCEPTING THEREFROM the northerly 14.60 feet of the westerly 8.00 feet thereof.

TOGETHER WITH a 4.50 foot-wide temporary easement for construction purposes over, under and across that part of the said parcel, which lies 2.25 feet on each side of a centerline described as: Beginning at a point on LINE 1 as hereinafter described, distant 1290.53 feet southerly from its POINT OF BEGINNING; thence easterly, perpendicular to said LINE 1 a distance of 41.30 feet and centerline there terminating.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

M. Elizabeth Salon, LLC	Fee Owner
Old National Bank (f/k/a KleinBank)	Mortgage
Bernadotte Partners, a Minnesota partnership	Mortgage
Chaska Economic Development Authority	Right of Re-Entry

Property Legal Description (10)

The Easterly 71 feet of Lot 10 and the Easterly 71 feet of the Northerly 47.42 feet of Lot 9, Block 37, CITY LOTS OF CHASKA, according to the recorded plat thereof on file in the office of the Register of Deeds in and for the County of Carver and the State of Minnesota.

ACQUISITION DESCRIPTION

Acquisition

The Easterly 71 feet of Lot 10 and the Easterly 71 feet of the Northerly 47.42 feet of Lot 9, Block 37, CITY LOTS OF CHASKA, according to the recorded plat thereof on file in the office of the Register of Deeds in and for the County of Carver and the State of Minnesota.

Names of Parties Interested in the above-described Land and Nature of Interest

JAMS Properties, LLC	Fee Owner
Food For The Journey, LLC	Easement
Chaska Retail, L.L.C.	Oral Agreement regarding Parking for benefit the of Fee Owner
Carver County	Taxes/Assessments
Triple A Insurance Agency	Oral Agreement regarding Parking
Revive Nutrition LLC	Oral Agreement regarding Parking
La Hermosa LLC	Oral Agreement regarding Parking

Property Legal Description (14)

Parcel 1: Lots 6 and 7, Block 21, City of Chaska, Carver County, Minnesota.

Parcel 2: Lot 8, Block 21, City of Chaska, Carver County, Minnesota, excepting therefrom that part thereof described as follows: Commencing at the Southeast corner of Lot 8 in Block 21 in the Townsite (now City) of Chaska; thence running northerly along alley 18 feet and 6 inches; thence westerly parallel with south line of said Lot 71 feet and 8 inches; thence Northerly parallel with east line of said Lot 15 feet and 2 inches; thence westerly parallel with south line of said Lot 70 feet and 4 inches, to Chestnut Street; thence southerly along Chestnut Street line 33 feet and 8 inches to southwest corner of said Lot; thence easterly along south line of said Lot to place of beginning, the same being a part of Lot 8 in Block 21 of the City of Chaska, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Carver County, Minnesota. Above Lot is situated upon the West Half of the Northwest Quarter of Section 9 in Township 115 Range 23.

Parcel 3: That part of Lot 8, Block 21, City of Chaska, Carver County, Minnesota described as follows: Commencing at the Southeast corner of Lot 8 in Block 21 in the Townsite (now City) of Chaska; thence running northerly along alley 18 feet and 6 inches; thence westerly parallel with south line of said Lot 71 feet and 8 inches; thence Northerly parallel with east line of said Lot 15 feet and 2 inches; thence westerly parallel with south line of said Lot 70 feet and 4 inches, to Chestnut Street; thence southerly along Chestnut Street line 33 feet and 8 inches to southwest corner of said Lot; thence easterly along south line of said Lot to place of beginning, the same being a part of Lot 8 in Block 21 of the City of Chaska, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Carver County, Minnesota. Above Lot is situated upon the West Half of the Northwest Quarter of Section 9 in Township 115 Range 23.

Parcel 4: That part of the westerly half of the vacated alley lying adjacent to the above Parcels 1, 2 and 3.

ACQUISITION DESCRIPTION

Permanent Signage Easement

A permanent easement for signage purposes over, under and across that part of the southerly 5.00 feet of above-described parcel, which lies 18.00 feet westerly of a line drawn parallel with and 181.2 feet easterly of, as measured at right angles to, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

AND

Permanent Pedestrian Facilities Easement

A permanent easement for pedestrian facilities purposes over, under and across that part of the above-described parcel, which lies easterly of a line drawn parallel with and 181.2 feet easterly of, as measured at right angles to, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

AND

A right to use the following described strips for the construction of a public sidewalk which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the public sidewalk.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies 32.00 feet westerly of a line drawn parallel with and 181.2 feet easterly of, as measured at right angles to, the hereinafter described LINE 1:

TOGETHER WITH a temporary easement for construction purposes over, under and across the southerly 6.00 feet of the westerly 30.00 feet of said property.

TOGETHER WITH a temporary easement for construction purposes over, under and across that part of said property, which lies westerly of a line drawn parallel with and 56.00 feet easterly of, as measured at right angles to, the hereinafter described LINE 1 and northerly of a line drawn perpendicular to said LINE 1 a distance of 697.75 feet southerly from its point of beginning and extending northeasterly a distance of 56.00 feet.

EXCEPTING THEREFROM the easterly 7.50 feet of the northerly 16.00 feet of the southerly 40.00 feet thereof.

ALSO EXCEPTING the easterly 11.00 feet of the southerly 24.00 feet thereof.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Wells Fargo Bank, National Association

Fee Owner

City of Chaska

Easement

United States Leasing Corporation

Leasehold Interest in Real Property

Property Legal Description (15)

Lot 2 and the North 16 feet of Lot 3, Block 21, together with the easterly half of the vacated alley lying adjacent thereto, City of Chaska, Carver County, Minnesota.

ACQUISITION DESCRIPTION

Acquisition Description

All that part of the above-described parcel, which lies westerly of a line drawn parallel with and 269.30 feet easterly of, as measured at right angles to, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

AND

A right to use the following described strips for the construction of a public parking lot which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the construction of the public parking lot.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies 20.00 feet easterly of a line drawn parallel with and 269.3 feet easterly of, as measured at right angles to, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Chaska Moravian Church	Fee Owner
Carver County State Bank	Easement
City of Chaska	Easement
Carver County	Easement
Estate of Shirley R. Schmidt	Restrictive Covenants

Property Legal Description (16)

East One Half (E 1/2) of Lot One (1), Block Twenty-One (21), Chaska, Carver County, Minnesota.

ACQUISITION DESCRIPTION

A right to use the following described strips for the construction of a public parking lot which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the construction of the public parking lot.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies 20.00 feet easterly of a line drawn parallel with and 269.3 feet easterly of, as measured at right angles to, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Chaska Moravian Church	Fee Owner
Midamerica Capital Partners f/k/a MidAmerica Bank	1993 Mortgage
Rosie Garcia	Tenant

Property Legal Description (17)

The West Half (W1 /2) of Lot One (1) of Block (21), and the Easterly one-half of the vacated alley in Block 21 adjacent to and abutting the westerly boundary of the West Half (W1/2) of Lot One (1), Block Twenty-one (21), of the City of Chaska, according to the plat thereof on file or of record in the office of the County Recorder, Carver County, Minnesota.

ACQUISITION DESCRIPTION

Acquisition Description

The West Half (W1 /2) of Lot One (1) of Block (21), and the Easterly one-half of the vacated alley in Block 21 adjacent to and abutting the westerly boundary of the West Half (W1/2) of Lot One (1), Block Twenty-one (21), of the City of Chaska, according to the plat thereof on file or of record in the office of the County Recorder, Carver County, Minnesota.

Names of Parties Interested in the above-described Land and Nature of Interest

Chaska Moravian Church	Fee Owner
City of Chaska	Easement
Carver County	Easement
Carver County State Bank	Easement
Roberto Ramirez	Tenant

Property Legal Description (18)

Lot 3, Block 1, Chaska Crossings, Carver County, Minnesota.

ACQUISITION DESCRIPTION

Acquisition

Lot 3, Block 1, Chaska Crossings, Carver County, Minnesota.

Names of Parties Interested in the above-described Land and Nature of Interest

HansonMN LLC (50%)	Fee Owner
Meadow Spring Church (50%)	Fee Owner
Charter Bank, as successor in interest to Community Bank Corporation	Mortgage
Chaska Economic Development Authority	Maintenance Agreement / Easement
City of Chaska	Maintenance of Easement

Property Legal Description (20)

Lot 2, Block 1, Chaska Crossing, Carver County, Minnesota.

ACQUISITION DESCRIPTION

Permanent Highway Easement

A permanent easement for highway purposes over, under and across that part of the above-described parcel, which lies westerly of the hereinafter described LINE 2:

LINE 2: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 146.47 feet to the POINT OF BEGINNING; thence South 15 degrees 17 minutes 02 seconds East a distance of 47.96 feet; thence South 50 degrees 16 minutes 02 seconds West a distance of 26.31 feet; thence South 30 degrees 22 minutes 50 seconds West a distance of 10.00 feet; thence South 15 degrees 10 minutes 03 seconds West a distance of 10.00 feet; thence South 02 degrees 24 minutes 10 seconds West a distance of 10.00 feet; thence South 09 degrees 18 minutes 38 seconds East a distance of 10.00 feet; thence South 15 degrees 10 minutes 02 seconds East a distance of 79.08 feet; thence South 08 degrees 56 minutes 32 seconds East a distance of 120 feet and LINE 2 there terminating.

AND

A right to use the following described strips for the reconstruction of the sidewalks which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the reconstruction of the sidewalks.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies southerly and westerly of a line described as:

BEGINNING at a point on LINE 1 as hereinafter described, distant 205.04 feet southerly from its point of beginning; thence North 74 degrees 49 minutes 49 seconds East, perpendicular to said LINE 1, a distance of 50.89 feet; thence South 27 degrees 33 minutes 15 seconds East a distance of 33.00 feet; thence South 61 degrees 13 minutes 58 seconds West a distance of 4.00 feet; thence South 28 degrees 46 minutes 02 seconds East a distance of 5.50 feet; thence South 61 degrees 13 minutes 58 seconds West a distance of 4.50 feet; thence South 15 degrees 10 minutes 11 seconds East, parallel with said LINE 1, a distance of 35 feet and there terminating.

EXCEPT THEREFROM permanent highway, street, and right-of-way over the westerly portion thereof.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

HansonMN LLC	Fee Owner
Sea Foam Brands, Inc.	Tenant/Fee Owner's Business
Melchert Hubert Sjodin, PLLP	Tenant
Henning Professional Services, Inc.	Tenant
City of Chaska	Easement
Chaska Economic Development Authority	Parking Lot Maintenance Agreement
Red Bench Bakery LLC	Oral Parking Agreement

Property Legal Description (27)

Lot 1, Block 1, The Klein Brick Yard Fourteenth Addition, Carver County, Minnesota.

ACQUISITION DESCRIPTION

Permanent Pedestrian Facilities and Landscaping Easement

A permanent easement for pedestrian facilities and landscaping over, under and across that part of the above-described parcel, which lies northerly and westerly of the hereinafter described LINE 3:

LINE 3: Commencing at the southwest corner of Section 4, T.115, R.23, Carver County, Minnesota; thence on an assumed bearing of North 01 degrees 44 minutes 20 seconds West along the west line of said Section 4 a distance of 85.10 feet; thence North 88 degrees 15 minutes 40 seconds East a distance of 95.00 feet; thence South 01 degrees 44 minutes 20 seconds East a distance of 5.00 feet to the POINT OF BEGINNING; thence South 87 degrees 54 minutes 31 seconds West a distance of 38.28 feet; thence South 36 degrees 29 minutes 15 seconds West a distance of 15.85 feet; thence South 00 degrees 45 minutes 01 seconds West a distance of 69.77 feet; thence North 89 degrees 23 minutes 57 seconds West a distance of 10.39 feet; thence South 00 degrees 45 minutes 34 seconds West a distance of 105.04 feet; thence South 01 degrees 57 minutes 28 seconds East a distance of 38.96 feet; thence southeasterly 124.11 feet along a tangential curve, concave to the East, having a radius of 964.50 feet and a central angle of 07 degrees 22 minutes 22 seconds; thence North 74 degrees 54 minutes 12 seconds East a distance of 7.23 feet; thence southeasterly 176.28 feet along a non-tangential curve, concave to the East, having a radius of 818.50 feet, a central angle of 12 degrees 20 minutes 24 seconds and a chord bearing South 12 degrees 16 minutes 11 seconds East a distance of 175.94 feet; thence South 59 degrees 31 minutes 58 seconds East a distance of 6.05 feet; thence North 75 degrees 28 minutes 16 seconds East a distance of 22.58 feet; thence South 59 degrees 31 minutes 43 seconds East a distance of 6.86 feet; thence South 14 degrees 31 minutes 42 seconds East a distance of 21.86 feet; thence North 75 degrees 08 minutes 52 seconds East a distance of 7.48 feet; thence South 14 degrees 31 minutes 42 seconds East a distance of 7.00 feet; thence North 75 degrees 08 minutes 52 seconds East a distance of 9.19 feet; thence North 14 degrees 31 minutes 42 seconds West a distance of 4.30 feet; thence North 75 degrees 25 minutes 37 seconds East a distance of 127.27 feet; thence North 14 degrees 31 minutes 42 seconds West a distance of 3.00 feet; thence North 74 degrees 49 minutes 49 seconds East a distance of 19.47 feet; thence North 72 degrees 12 minutes 44 seconds East a distance of 18.00 feet; thence North 60 degrees 29 minutes 33 seconds East a distance of 18.00 feet; thence North 43 degrees 24 minutes 44 seconds East a distance of 22.00 feet; thence North 25 degrees 27 minutes 02 seconds East a distance of 25.00 feet; thence North 14 degrees 32 minutes 58 seconds West a distance of 13.00 feet; thence North 75 degrees 27 minutes 02 seconds East a distance of 3.00 feet to the westerly right-of-way line of Walnut Street and LINE 3 there terminating.

AND

A right to use the following described strips for reconstructing sidewalks, driveway, and landscaping, which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the reconstruction of the sidewalk, the construction of the driveway and the completion of the landscaping.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies easterly of the hereinafter described LINE 3 and southerly and westerly of a line described as: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section 9 a distance of 86.40 feet to the POINT OF BEGINNING; thence South 89 degrees 58 minutes 40 seconds East a distance of 48.56 feet; thence South 00 degrees 45 minutes 01 seconds West a distance of 47.00 feet; thence North 89 degrees 31 minutes 41 seconds West a distance 13.21 feet; thence South 01 degrees 57 minutes 28 seconds East a distance of 11.42 feet; thence southeasterly 98.26 feet along the arc of a tangential curve, concave easterly, having a radius of 961.50 feet and a central angle of 05 degrees 51 minutes 18 seconds; thence North 74 degrees 54 minutes 12 seconds East a distance of 15.63; thence South 08 degrees 27 minutes 18 seconds East a distance of 28.00 feet and there terminating.

LINE 3: Commencing at the southwest corner of Section 4, T.115, R.23, Carver County, Minnesota; thence on an assumed bearing of North 01 degrees 44 minutes 20 seconds West along the west line of said Section 4 a distance of 85.10 feet; thence North 88 degrees 15 minutes 40 seconds East a distance of 95.00 feet; thence South 01 degrees 44 minutes 20 seconds East a distance of 5.00 feet to the POINT OF BEGINNING; thence South 87 degrees 54 minutes 31 seconds West a distance of 38.28 feet; thence South 36 degrees 29 minutes 15 seconds West a distance of 15.85 feet; thence South 00 degrees 45 minutes 01 seconds West a distance of 69.77 feet; thence North 89 degrees 23 minutes 57 seconds West a distance of 10.39 feet; thence South 00 degrees 45 minutes 34 seconds West a distance of 105.04 feet; thence South 01 degrees 57 minutes 28 seconds East a distance of 38.96 feet; thence southeasterly 124.11 feet along a tangential curve, concave to the East, having a radius of 964.50 feet and a central angle of 07 degrees 22 minutes 22 seconds; thence North 74 degrees 54 minutes 12 seconds East a distance of 7.23 feet; thence southeasterly 176.28 feet along a non-tangential curve, concave to the East, having a radius of 818.50 feet, a central angle of 12 degrees 20 minutes 24 seconds and a chord bearing South 12 degrees 16 minutes 11 seconds East a distance of 175.94 feet; thence South 59 degrees 31 minutes 58 seconds East a distance of 6.05 feet; thence North 75 degrees 28 minutes 16 seconds East a distance of 22.58 feet; thence South 59 degrees 31 minutes 43 seconds East a distance of 6.86 feet; thence South 14 degrees 31 minutes 42 seconds East a distance of 21.86 feet; thence North 75 degrees 08 minutes 52 seconds East a distance of 7.48 feet; thence South 14 degrees 31 minutes 42 seconds East a distance of 7.00 feet; thence North 75 degrees 08 minutes 52 seconds East a distance of 9.19 feet; thence North 14 degrees 31 minutes 42 seconds West a distance of 4.30 feet; thence North 75 degrees 25 minutes 37 seconds East a distance of 127.27 feet; thence North 14 degrees 31 minutes 42 seconds West a distance of 3.00 feet; thence North 74 degrees 49 minutes 49 seconds East a distance of 19.47 feet; thence North 72 degrees 12 minutes 44 seconds East a distance of 18.00 feet; thence North 60 degrees 29 minutes 33 seconds East a distance of 18.00 feet; thence North 43 degrees 24 minutes 44 seconds East a distance of 22.00 feet; thence North 25 degrees 27 minutes 02 seconds East a distance of 25.00 feet; thence North 14 degrees 32 minutes 58 seconds West a distance of 13.00 feet; thence North 75 degrees 27 minutes 02 seconds East a distance of 3.00 feet to the westerly right-of-way line of Walnut Street and LINE 3 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Chaska Growth Holdings, LLC

Fee Owner

Minnstar Bank National Association

Mortgage

New Cingular Wireless PCS, LLC d/b/a AT&T	Tenant
Legacy Concepts LLC d/b/a Dunkin’	Tenant
Fitness First of MN, Inc.	Tenant
Jokers LLC d/b/a Downtown Smoke Shop	Tenant
Minnesota Pollution Control Agency	Environmental Easement
Meridian Chaska, LLC	Cross Access Easement
Avanti Leasing, Inc.	Cross Access Easement
Chaska Economic Development Authority	Access Agreement and Easement
City of Chaska	Easement

Property Legal Description (28)

Lot 1, Block 1, The Klein Brickyard Sixth Addition, according to the recorded plat thereof, and situate in Carver County, Minnesota.

ACQUISITION DESCRIPTION

Permanent Pedestrian Facilities Easement

A permanent easement for pedestrian facilities over, under and across that part of the above-described parcel, which lies westerly, southerly, and easterly of the hereinafter described LINE 3:

LINE 3: Commencing at the southwest corner of Section 4, T.115, R.23, Carver County, Minnesota; thence on an assumed bearing of North 01 degrees 44 minutes 20 seconds West along the west line of said Section 4 a distance of 85.10 feet; thence North 88 degrees 15 minutes 40 seconds East a distance of 95.00 feet; thence South 01 degrees 44 minutes 20 seconds East a distance of 5.00 feet to the POINT OF BEGINNING; thence South 87 degrees 54 minutes 31 seconds West a distance of 38.28 feet; thence South 36 degrees 29 minutes 15 seconds West a distance of 15.85 feet; thence South 00 degrees 45 minutes 01 seconds West a distance of 69.77 feet; thence North 89 degrees 23 minutes 57 seconds West a distance of 10.39 feet; thence South 00 degrees 45 minutes 34 seconds West a distance of 105.04 feet; thence South 01 degrees 57 minutes 28 seconds East a distance of 38.96 feet; thence southeasterly 124.11 feet along a tangential curve, concave to the East, having a radius of 964.50 feet and a central angle of 07 degrees 22 minutes 22 seconds; thence North 74 degrees 54 minutes 12 seconds East a distance of 7.23 feet; thence southeasterly 176.28 feet along a non-tangential curve, concave to the East, having a radius of 818.50 feet, a central angle of 12 degrees 20 minutes 24 seconds and a chord bearing South 12 degrees 16 minutes 11 seconds East a distance of 175.94 feet; thence South 59 degrees 31 minutes 58 seconds East a distance of 6.05 feet; thence North 75 degrees 28 minutes 16 seconds East a distance of 22.58 feet; thence South 59 degrees 31 minutes 43 seconds East a distance of 6.86 feet; thence South 14 degrees 31 minutes 42 seconds East a distance of 21.86 feet; thence North 75 degrees 08 minutes 52 seconds East a distance of 7.48 feet; thence South 14 degrees 31 minutes 42 seconds East a distance of 7.00 feet; thence North 75 degrees 08 minutes 52 seconds East a distance of 9.19 feet; thence North 14 degrees 31 minutes 42 seconds West a distance of 4.30 feet; thence North 75 degrees 25 minutes 37 seconds East a distance of 127.27 feet; thence North 14 degrees 31 minutes 42 seconds West a distance of 3.00 feet; thence North 74 degrees 49 minutes 49 seconds East a distance of 19.47 feet; thence North 72 degrees 12 minutes 44 seconds East a distance of 18.00 feet; thence North 60 degrees 29 minutes 33 seconds East a distance of 18.00 feet; thence North 43 degrees 24 minutes 44 seconds East a distance of 22.00 feet; thence North 25 degrees 27 minutes 02 seconds East a distance of 25.00 feet; thence North 14 degrees 32 minutes 58 seconds West a distance of 13.00 feet; thence North 75 degrees 27 minutes 02 seconds East a distance of 3.00 feet to the westerly right-of-way line of Walnut Street and LINE 3 there terminating.

AND

A right to use the following described strips for reconstructing sidewalks, driveway, and landscaping, which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the reconstruction of the sidewalk, the construction of the driveway and the completion of the landscaping.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel which lies westerly and northerly of a line described as: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 260.67 feet; thence North 89 degrees 06 minutes 12 seconds East a distance of 61.92 feet; thence South 06 degrees 52 minutes 38 seconds East a distance of 29.29 feet; thence South 74 degrees 54 minutes 12 seconds West a distance of 32 feet and there terminating.

EXCEPTING THEREFROM that part lying westerly of the hereinafter described LINE 3.

TOGETHER WITH a temporary easement for construction purposes over, under and across that part of said property described as: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section 9 a distance of 465.24 feet; thence North 75 degrees 28 minutes 16 seconds East a distance of 110.80 feet to the POINT OF BEGINNING; thence North 14 degrees 31 minutes 44 seconds West a distance of 4.00 feet; thence North 75 degrees 28 minutes 16 seconds East a distance of 8.41 feet; thence South 59 degrees 31 minutes 43 seconds East a distance of 6.17 feet; thence South 14 degrees 31 minutes 42 seconds East a distance of 9.45 feet; thence South 75 degrees 28 minutes 16 seconds West a distance of 6.00 feet; thence North 49 degrees 09 minutes 51 seconds West a distance of 11.93 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that part lying southerly and westerly of the hereinafter described LINE 3.

LINE 3: Commencing at the southwest corner of Section 4, T.115, R.23, Carver County, Minnesota; thence on an assumed bearing of North 01 degrees 44 minutes 20 seconds West along the west line of said Section 4 a distance of 85.10 feet; thence North 88 degrees 15 minutes 40 seconds East a distance of 95.00 feet; thence South 01 degrees 44 minutes 20 seconds East a distance of 5.00 feet to the POINT OF BEGINNING; thence South 87 degrees 54 minutes 31 seconds West a distance of 38.28 feet; thence South 36 degrees 29 minutes 15 seconds West a distance of 15.85 feet; thence South 00 degrees 45 minutes 01 seconds West a distance of 69.77 feet; thence North 89 degrees 23 minutes 57 seconds West a distance of 10.39 feet; thence South 00 degrees 45 minutes 34 seconds West a distance of 105.04 feet; thence South 01 degrees 57 minutes 28 seconds East a distance of 38.96 feet; thence southeasterly 124.11 feet along a tangential curve, concave to the East, having a radius of 964.50 feet and a central angle of 07 degrees 22 minutes 22 seconds; thence North 74 degrees 54 minutes 12 seconds East a distance of 7.23 feet; thence southeasterly 176.28 feet along a non-tangential curve, concave to the East, having a radius of 818.50 feet, a central angle of 12 degrees 20 minutes 24 seconds and a chord bearing South 12 degrees 16 minutes 11 seconds East a distance of 175.94 feet; thence South 59 degrees 31 minutes 58 seconds East a distance of 6.05 feet; thence North 75 degrees 28 minutes 16 seconds East a distance of 22.58 feet; thence South 59 degrees 31 minutes 43 seconds East a distance of 6.86 feet; thence South 14 degrees 31 minutes 42 seconds East a distance of 21.86 feet; thence North 75 degrees 08 minutes 52 seconds East a distance of 7.48 feet; thence South 14 degrees 31 minutes 42 seconds East a distance of 7.00 feet; thence North 75 degrees 08 minutes 52 seconds East a distance of 9.19 feet; thence North 14 degrees 31 minutes 42 seconds West a distance of 4.30 feet; thence North 75 degrees 25 minutes 37 seconds East a distance of 127.27 feet; thence North 14 degrees 31 minutes 42 seconds West a distance of 3.00 feet; thence North 74 degrees 49 minutes 49 seconds East a distance of 19.47 feet; thence North 72 degrees 12 minutes 44 seconds East a distance

of 18.00 feet; thence North 60 degrees 29 minutes 33 seconds East a distance of 18.00 feet; thence North 43 degrees 24 minutes 44 seconds East a distance of 22.00 feet; thence North 25 degrees 27 minutes 02 seconds East a distance of 25.00 feet; thence North 14 degrees 32 minutes 58 seconds West a distance of 13.00 feet; thence North 75 degrees 27 minutes 02 seconds East a distance of 3.00 feet to the westerly right-of-way line of Walnut Street and LINE 3 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Sunshine Grove Enterprise, Inc.	Fee Owner
Wells Fargo Bank, National Association	Mortgage
Walgreens Co.	Tenant
Avanti Leasing, Inc.	Easement
Chaska Economic Development Authority	Easement

Property Legal Description (38)

The South Fifty 50 feet of Lot Nine (9), Block Twenty-one (21), City of Chaska, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Carver County, Minnesota. Together with the Westerly one-half of the vacated alley in Block Twenty-one (21), City of Chaska, adjacent to and abutting the easterly boundary of the above-described parcel.

ACQUISITION DESCRIPTION

Permanent Pedestrian Facilities Easement

A permanent easement for pedestrian facilities over, under and across the easterly 9.00 feet of the above-described parcel.

AND

A right to use the following described strips for the construction of a pedestrian easement and sidewalk which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the construction of the pedestrian easement and sidewalk.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies easterly of a line drawn parallel with and 167.20 feet easterly of, as measured at right angles to, the hereinafter described LINE 1.

EXCEPTING THEREFROM the easterly 9.00 feet thereof.

TOGETHER WITH a temporary easement for construction purposes over, under and across that part of the northerly 18.00 feet of said parcel, which lies westerly of a line drawn parallel with and 84.00 feet easterly of, as measured at right angles to, the hereinafter described LINE 1. EXCEPT the southerly 12.00 feet of the easterly 6.00 feet of the westerly 50.00 feet thereof.

AND

that part of the southerly 31.8 feet of the above-described parcel, which lies westerly of a line drawn parallel with and 50.00 feet easterly of, as measured at right angles to, the hereinafter described LINE 1.

EXCEPT the easterly 6.00 feet of the northerly 25.80 feet thereof.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

KD Properties Chaska, LLC	Fee Owner
Carver County State Bank	Easement
Kreg Werner	Tenant/Member of Fee Owner
Aiden Mellgren	Tenant
Roger Dowley	Tenant
Clyde Schmitt	Tenant
Chris Marquis	Tenant
Patrick VanSloun	Tenant

Property Legal Description (39)

The Easterly 112 feet of Lot 10, Block 21, and the Northerly 10 feet of the Easterly 112 feet of Lot 9, Block 21, together with the westerly half of the vacated alley adjacent thereto, City Lots of Chaska, Carver County, Minnesota.

ACQUISITION DESCRIPTION

Permanent Signage Easement

A permanent easement for signage purposes over, under and across that part of the northerly 4.00 feet of the above-described parcel, which lies easterly of a line drawn parallel with and 136.2 feet easterly of, as measured at right angles to, the hereinafter described LINE 1.

EXCEPTING THEREFROM the easterly 9.00 feet thereof.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

AND

Permanent Pedestrian Facilities Easement

A permanent easement for pedestrian facilities purposes over, under and across the easterly 9.00 feet of the above-described

AND

A right to use the following described strips for the construction of permanent easements for a pedestrian and signage, which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the construction of the pedestrian and signage easements.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies easterly of a line drawn parallel with and 174.20 feet easterly of, as measured at right angles to, the hereinafter described LINE 1.

EXCEPTING THEREFROM the northerly 4.00 feet and the easterly 9.00 feet thereof.

TOGETHER WITH a temporary easement for construction purposes over, under and across the westerly 7.00 feet of the easterly 23.00 feet of the southerly 15.00 feet of said parcel.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of

said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Daniel J. Hron	Fee Owner
Kim Schaeffer Insurance Agency, LLC	Tenant
KamRock Telecom, Inc.	Tenant
Kristen Smith Law LLC	Tenant
Lower Minnesota River Watershed District	Tenant
GBI Homes, Inc.	Tenant

Property Legal Description (40)

The South 44 feet of Lot 3, and all of Lots 4 and 5, Block 21, together with the east half of the vacated alley lying adjacent thereto, City of Chaska, Carver County, Minnesota.

ACQUISITION DESCRIPTION

Acquisition Description

All that part of the northerly 23.00 feet of above-described parcel, which lies westerly of a line drawn parallel with and 269.30 feet easterly of, as measured at right angles to, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Permanent Pedestrian Facilities Easement

A permanent easement for pedestrian facilities purposes over, under and across the westerly 14.00 feet of the above-described parcel.

EXCEPTING THEREFROM the Northerly 23.00 feet thereof.

AND

A right to use the following described strips for the construction of a parking lot and sidewalks which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the construction of the parking lot and sidewalks.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across the easterly 5.00 feet of the westerly 19.00 feet of the southerly 122.00 feet of the above-described parcel.

TOGETHER WITH a temporary easement for construction purposes over, under and across the northerly 42.00 feet of the westerly 94.10 feet of said property. EXCEPTING THEREFROM the westerly 14.00 feet of the southerly 19.00 feet thereof; ALSO EXCEPTING THEREFROM the westerly 79.10 feet of the northerly 23.00 feet thereof.

Names of Parties Interested in the above-described Land and Nature of Interest

Chaska Moravian Church	Fee Owner
Carver County State Bank	Easement

Property Legal Description (42)

Parcel I: Lot 6, Block 37, City of Chaska, Carver County, Minnesota, EXCEPTING THEREFROM the following: Beginning at a point of the Southerly lot line of Lot 6, Block 37, City of Chaska, distant 67 feet from the most Southeasterly corner thereof; thence Northwesterly perpendicular to Second Street to the Northerly lot line of Lot 6; thence Northeasterly along said Northerly lot line to the Easterly lot line of Lot 6; thence Southeasterly along the Easterly lot line to the Southeasterly corner of said Lot 6; thence Southwesterly 67 feet on the Southerly lot line to the point of beginning; AND EXCEPTING THEREFROM the easterly 67 feet of said lot 6.

Parcel II: The Southerly 3 1/2 feet of the Westerly 65 feet of Lot 7, Block 37, City of Chaska, Carver County, Minnesota.

Parcel III: The Southerly 27 1/2 feet of the Easterly 77 feet of Lot 7, Block 37, City of Chaska, Carver County, Minnesota, EXCEPTING THEREFROM the following: The Southerly 5 feet of the Easterly 67 feet of Lot 7, Block 37, City of Chaska.

ACQUISITION DESCRIPTION

A right to use the following described strips for the construction of an alley which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the construction of the alley.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies easterly of a line drawn parallel with and 167.0 feet easterly of, as measured at right angles to, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Gestach Paulson Properties, LLC	Fee Owner
Security Bank & Trust Co., f/k/a Security Bank Waconia	Mortgage
Gestach & Paulson Construction, Inc.	Tenant/Fee Owner
ValueCare Veterinary Clinic, P.L.L.C.	Tenant
Carver Junk Company, LLC	Tenant
Todd Realty, LLC	Easement

Property Legal Description (45)

That part of Lot 9, lying Westerly of Easterly 71 feet of the Northerly 47.42 feet of Lot 9, Block 37, CITY LOTS OF CHASKA, according to the recorded plat thereof on file in the Office of the Register of Deeds in and for the County of Carver, State of Minnesota.

ACQUISITION DESCRIPTION

A right to use the following described strips for the construction of a parking lot which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the construction of the parking lot.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described, which lies easterly of a line drawn parallel with and 90.50 feet easterly of, as measured at right angles to, the hereinafter described LINE 1:

EXCEPTING THEREFROM the westerly 9.00 feet of the southerly 18.00 feet thereof.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Subject to easements of record, if any.

Names of Parties Interested in the above-described Land and Nature of Interest

John M. Siegfried	Owner
Bridgewater Bank	Mortgagee
Revive Nutrition LLC d/b/a Revive Nutrition and Revive Fitness	Tenant
1st Choice insurance Agency LLC	Tenant

Property Legal Description (46)

Commencing at a point on East line of Chestnut Street in the City of Chaska, Carver County, Minnesota, which point is 6 inches Southerly from the Northwest corner of Lot 7 in Block 37, Chaska; thence running Easterly parallel with and distant 6 inches from the line between Lots 7 and 8 in said Block 106 feet; thence at right angles North 4 feet and 6 inches; thence Easterly parallel with line between Lots 7 and 8, 36 feet to the Alley; thence Southerly along Alley 36 1/2 feet; thence Westerly parallel with North line of Lot 7, 142 feet to East line of Chestnut Street; thence North along Chestnut Street 32 feet to place of beginning.

Being part of Lots 7 and 8, Block 37, of the Town site (now City) of Chaska, Carver County, Minnesota.

ACQUISITION DESCRIPTION

Acquisition

All that part of the above-described parcel, which lies northerly of a line described as: Beginning at a point on LINE 1 as hereinafter described, distant 1362.90 feet southerly from its POINT OF BEGINNING; thence easterly, perpendicular to said LINE 1 a distance of 114.30 feet; thence deflect 90 degrees to the right a distance of 1.00 foot; thence deflect 90 degrees to the left a distance of 76.00 feet and there terminating.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

AND

A right to use the following described strips for the construction of sidewalks which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the construction of the sidewalks.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the above-described parcel, which lies easterly of a line drawn parallel with and 115.00 feet easterly of, as measured at right angles to, the hereinafter described LINE 1.

EXCEPTING THEREFROM the southerly 18.70 feet of the westerly 28.00 feet thereof.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.24, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Westerholm Properties LLC	Fee Owner
Charter Bank	Mortgage
U.S. Small Business Administration	Mortgage
InkHeart Tattoo LLC	Tenant/Fee Owner

Property Legal Description (57)

That part of Lots 1 and 2, Block 43, City of Chaska, according to the recorded plat thereof, Carver County, Minnesota described as beginning at the northeast corner of said Lot 1; thence South 15 degrees 26 minutes 38 seconds East, assumed bearing, along the east line of said Lot 1 a distance of 120.17 feet to the southeast corner of said Lot 2; thence South 74 degrees 43 minutes 39 seconds West, along the south line of said Lot 2, a distance of 31.00 feet; thence North 15 degrees 26 minutes 38 seconds West, parallel to said east line of Lot 1, a distance of 63.60 feet; thence North 74 degrees 33 minutes 22 seconds East a distance of 0.54 feet; thence North 15 degrees 07 minutes 45 seconds West a distance of 27.20 feet; thence South 74 degrees 52 minutes 15 seconds West a distance of 0.69 feet; thence North 15 degrees 28 minutes 38 seconds West a distance of 29.68 feet to the north line of said Lot 1; thence North 74 degrees 44 minutes 30 seconds East, along said north line of Lot 1, a distance of 31.00 feet to the point of beginning

ACQUISITION DESCRIPTION

A right to use the following described strips for the construction of a driveway and sidewalks, which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the driveway and sidewalks.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of the southerly 58.60 feet of the above-described parcel, which lies easterly of a line drawn parallel with and 70.50 feet westerly of, as measured at right angles to, the hereinafter described LINE 1:

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Melissa R. Cruz	Fee Owner
Charter Bank	Mortgage
City of Chaska	Encroachment Agreement
Robert A. Nicklaus and Helen B. Nicklaus	Snow Removal Easement
Carver County	Easement

Property Legal Description (65)

Lot 2, Block 2, ADYME ADDITION, Carver County, Minnesota

ACQUISITION DESCRIPTION

A right to use the following described strips for the construction of sidewalks which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the construction of sidewalks.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of Lot 3 of the above-described parcel, which lies 17.50 feet on each side of a centerline described as: Beginning at a point on LINE 1 as hereinafter described, distant 146.80 feet southerly from its POINT OF BEGINNING; thence westerly, perpendicular to said LINE 1, a distance of 180.00 feet and centerline there terminating.

EXCEPTING THEREFROM existing drainage & utility easement over the westerly portion thereof

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Adyme LLC	Fee Owner
Charter Bank	Mortgage
d/b/a Shop 501	Tenant
College Town Pizza, Inc. d/b/a Domino's Pizza	Tenant
State of Minnesota	Easement

Property Legal Description (66)

Lot 3, Block 2, ADYME ADDITION, Carver County, Minnesota.

ACQUISITION DESCRIPTION

A right to use the following described strips for the construction of sidewalks which right shall cease within sixty (60) days after the commencement of construction on this parcel.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of Lot 3 of the above-described parcel, which lies 17.50 feet on each side of a centerline described as: Beginning at a point on LINE 1 as hereinafter described, distant 146.80 feet southerly from its POINT OF BEGINNING; thence westerly, perpendicular to said LINE 1, a distance of 180.00 feet and centerline there terminating.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

EXCEPTING THEREFROM existing drainage & utility easement over the westerly portion thereof.

Names of Parties Interested in the above-described Land and Nature of Interest

Adyme LLC	Fee Owner
Charter Bank	Mortgage
d/b/a Shop 501	Tenant (uses parking)
College Town Pizza, Inc. d/b/a Domino's Pizza	Tenant (uses parking)

Property Legal Description (67)

Lot 1, Block 2, ADYME ADDITION, Carver County, Minnesota.

ACQUISITION DESCRIPTION

A right to use the following described strips for the construction of sidewalks which right shall cease on May 31, 2025, or on such earlier date upon which the City determines by formal order that it is no longer needed for the completion of the construction of sidewalks.

Temporary Construction Easement

A temporary easement for construction purposes over, under and across that part of Lot 1 of the above-described parcel, which lies easterly of a line drawn parallel with and 45.00 feet westerly of, as measured at right angles to, the hereinafter described LINE 1:

EXCEPTING THEREFROM the westerly 4.30 feet of the southerly 27.80 feet thereof.

TOGETHER WITH a temporary easement for construction purposes over, under and across that part of said Lot 1 which lies northerly and easterly of a line described as: BEGINNING at a point on LINE 1 as hereinafter described, distant 48.88 feet southerly from its point of beginning; thence South 74 degrees 49 minutes 49 seconds West, perpendicular to said LINE 1 a distance of 87.09 feet; thence North 15 degrees 10 minutes 11 seconds West a distance of 12.00 feet and described line there terminating.

LINE 1: Commencing at the northwest corner of Section 9, T. 115, R.23, Carver County, Minnesota; thence on an assumed bearing of South 00 degrees 53 minutes 48 seconds East along the West line of said Section a distance of 567.96 feet; thence North 74 degrees 42 minutes 58 seconds East a distance of 54.47 feet to the POINT OF BEGINNING; thence South 15 degrees 10 minutes 11 seconds East a distance of 2175.00 feet and LINE 1 there terminating.

Names of Parties Interested in the above-described Land and Nature of Interest

Adyme LLC	Fee Owner
Charter Bank	Mortgage

REQUEST FOR ACTION

CHASKA CITY COUNCIL

11/15/2021

Subject: Total Loss Brokers, Inc. – Conditional Use Permit Amendment

Applicant: Total Loss Brokers, Inc.

Location: 525 Creekridge Drive

Case No.: P.C. No. 2021-07

Synopsis: Applicant is requesting approval of a Conditional Use Permit (CUP) amendment to their existing CUP approved in 1984 to allow them to store up to 250 vehicles on 2 acres of land during normal business operations and up to 450 vehicles on 2 acres of land during non-normal business operations

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution

BACKGROUND

On October 18, 1984 (Res. No. 84-97), the City Council approved the Special Use Permit/Site Plan/Occupancy Permit for Total Loss Brokers, Inc. The Special Use Permit was approved with the following conditions:

- a. The public driving and parking areas shall be bituminous surfaced within one year from date of occupancy permit approval by owner/developer
- b. Visual screening shall be installed within the northeast area of the property to minimize potential negative effect upon adjacent residences to the north. Design of such screening shall be as stated in the I2 District regulations and as approved by the Zoning Administrator.
- c. The proposed drainage into the creek along C.R. 140 shall be reviewed and approved by the City Engineer.
- d. Assurances shall be given that spillage of gas, oil and other solutions are properly contained and do not seep into ground of surface water resources. City Engineer shall review and approve.
- e. A bond or letter of credit shall be required from the owner/developer in an amount equal to the estimated cost of site improvements (bituminous surfacing, screening/planting, storage area surfacing, drainage facilities, etc.) to assure that such improvements will be accomplished in a timely manner.
- f. Only storage, display and sale of vehicles shall be permitted. Vehicle reduction, disassembly, restoration or sale of parts shall be prohibited.
- g. The vehicle compound/storage area shall be limited to two acres in size within which no more than 150 vehicles shall be stored at any one time.
- h. Complete berming and planting by June 1, 1985.
- i. Planning Commission review after 90 days. 6 months then annually.

In May 2018, a Concept Plan for a high-density residential apartment building was proposed and approved (Chaska Bluffs Apartments). However, according to the applicant this plan never moved forward past concept due to the fact that the other two property owners of the site (Hagens and Essigs; shown below) were not ready to redevelop/sell, which was necessary in order for the project to move forward. The relationship between the property owners has been strained in the past, added to that the personalities involved in the development made coming to consensus on selling all of the land problematic.



UPDATES SINCE MAY 12, 2021 PLANNING COMMISSION

On May 12, 2021, the Planning Commission reviewed the initial CUP Amendment for Total Loss. The Planning Commission made a motion to recommend denial on the application. The applicant decided to not go before the City Council, but rather Withdraw their request. Since that time, the applicant and City staff have been working together to come up with a solution that works for both sides. The application and permit language proposed this evening are the outcome of such meetings that the applicant and staff have had.

Major changes seen in CUP language:

- Distinction between normal and non-normal business operations
- *Normal Business Operations* pertains to when the business operates at or below the typical 250 vehicle storage on 2 acres
- *Non-Normal Business Operations* pertains to vehicle storage exceeding 250 vehicles on 2 acres (up to 450 vehicles) due to infrequent anomalies such as natural disasters or delays in state title work. This would only be allowed once every 3 years for a period of up to 3 months.
- Regulations for the temporary vehicle storage area (1 acre) on the west side of Creekridge Drive to allow for auctions, drop-off area, and storage of larger vehicles. This area is not an additional storage area to exceed the typical 250 vehicles or non-typical 450 vehicles allowance.
- Provision for the property owner to request from City Council the ability to exceed once every 3 years for the non-normal business operation. The City Council would be able to review such request, and may grant approval. This would be a provision that should be rarely used/requested, but there if needed.

Existing Conditions

The Total Loss site is approximately 9 acres in size (includes building space and open space on east and west sides of Creekridge Drive). Approximately 8.3 acres encompasses the open space with over half of this acreage being wooded. The Hagens (0.6 acres) and Essigs (0.8 acres) own their own building space and parking space in the rear of the building as shown on the exhibits above and below. A roadway easement (50 feet wide) exists for all property owners to use Creekridge Drive, as well as a driveway easement that runs along the edge of the building. Creekridge Drive is paved, while the remaining area of open space is gravel. The area on the east side of Creekridge Drive is fenced in for the storage of cars.



Total Loss Brokers

Total Loss Brokers has been in business over 35 years. The company is an insurance salvage pool that caters to insurance companies to recoup losses from collision payouts by selling the vehicle salvage for them. When an accident happens, Total Loss picks up the vehicle as-is and stores it on their lot. They process the title work and then auction off the vehicles as they are; they do not sell individual parts, they sell the entire vehicle. Auction only occurs through online auctions; they do not do retail sales. From point of pick-up to auction it can take anywhere from several weeks to several months in which the car would be stored on their site, depending on the speed of title work processing and whether there are investigation requirements for the collisions.

The applicant has indicated that title work has been taking more time than usual due to the changes made in the State of Minnesota's title transfer requirements, software changes and receiving the titles in the mail, which has then effected the amount of time a car is stored on their site. They indicate that the increased storage duration is not associated with any increase of business volume on their side. They have stayed relatively stable over the years.

Based on current and historic business levels, Total Loss Brokers typically requires the need to store 150-200 vehicles in the summer months, and 200-250 vehicles in the winter months. Since 2014, there have been three instances where up to 500 vehicles have been stored on the property. These drastic increases were due to a major increase in crash activity due to severe weather storms, and natural disasters that caused property damage. These conditions were an anomaly that caused temporary increases well above the normal and typical storage levels, and lasted a few months each time; the applicant does say that this 500-car occurrence could happen once every 3-4 years and are due to the State's inability to process titles efficiently. As of 2/15/21 there were 148 vehicles inside the fenced portion and 32 vehicles in the outer unfenced lot for an auction.

The numbers noted above exceed the CUP limits set in 1984 (150 cars on 2 acres of land), but the property owner is seeking to have the storage number limits amended to reflect a more accurate, relevant, and recent storage level that allows the business to remain viable. Another reason they are asking for an increase is due to the State of Minnesota's inability to process, print, and mail titles in a timely fashion as noted above.

The applicant has noted that they have been trying to sell the land and business for nearly 10 years, and will continue to do so to find either a residential developer, vehicle based operation, or land use business that fits the zoning. It is not their intentions to keep the business going if they can find a buyer.

REQUEST

The applicant is requesting a Conditional Use Permit (CUP) Amendment to their original CUP approved in 1984 so that they can increase the allowance of cars stored on site to 250 cars on 2 acres of land during normal business operations, and to 450 cars on 2 acres of land during non-normal business operations. Normal business operations refer to the day-to-day business that Total Loss experiences. The non-normal business operations refer to an infrequent (traditionally every 3 years) influx of vehicles due to large bad weather storms occurring and/or when the State titling work gets delayed beyond the applicant's control. These non-normal business operations are meant to be temporary use of the business, and not an everyday occurrence.

The original CUP allowed storage of up to 150 cars on 2 acres of land. The 2 acres indicated in the 1984 CUP conditions above is the fenced in area on the east side of the site, and shown in blue on the below exhibit. Total Loss Brokers owns the center tenant space of the existing building, the blue area, and the yellow area highlighted below. The tenant spaces on either side of Total Loss Brokers are privately owned under separate property owners. The yellow area below is a 1 acre area that is used for temporary storage; it is a display area for auctions, drop-off area for delivery of vehicles after hours, and a storage area for oversized vehicles that exceed the capabilities of Total Loss's moving equipment. The new CUP language proposed will now recognize that usage.



The site plan for Total Loss Brokers will be relatively unchanged with this proposed request. The building and access drives are not changing. The applicant is proposing to increase the storage amount to 250 vehicles during normal business operations, and 450 vehicles during non-normal business operations on 2 acres of land. No improvements are proposed as a part of this request. The applicant's CUP Amendment request is based on their desire to continue operating at the current profitable, viable, and sustainable business volume that they currently do, and include an exception for the rare occasions (once every 3 years) when storage levels temporarily swell beyond their normal operating levels. According to the applicant this request is not a proposed increase of the business volume as it exists today.

Zoning

This site is currently zoned Restricted Industrial (I2) district. Specifically, the intent of the I2 district *"To provide land for development of industrial activities which require large areas for outdoor storage of equipment and materials, and which do not require municipal sewer and water facilities because of their low water consumption demands and corresponding low waste water and sewage disposal requirements. It is intended that only land that is mostly secluded from public view be placed in this district, and furthermore, that adequate visual screening of outdoor storage areas be provided so that potential negative impacts on surrounding properties is substantially minimized."*

More specifically the permitted uses in the I2 district are as follows:

- a) Storage of materials, goods and products subject to the performance standards set forth in Subsection 9.1 of this Ordinance, to requirements of this Section, and as set forth by applicable rules and regulations of the Minnesota Pollution Control Agency;
- b) Open storage/display areas which do not exceed a 2:1 land to building ratio;
- c) Wholesaling, all commodities except live animals;
- d) Truck or freight terminal;
- e) Offices and administrative facilities incidental to permitted principal uses;
- f) Auto and truck sales, storage and repair not including disassembly, restoration, reduction or sale of parts. Junk yards as defined herein are not permitted;
- g) Storage and maintenance of school and charter buses;
- h) Adult Oriented Businesses subject to regulations in Chapter 4, Article V, of the Chaska Code of Ordinances.

The uses by Special Permit (Conditional Use Permit) are as follows:

- a) *Open storage/display areas which exceed a 2:1 land to building ratio;*
- b) Wind generators and other tower mounted energy devices;
- c) Solar energy devices not an integral part of the principal structure;
- d) Dish antennas larger than one meter in diameter subject to provisions of Subsection 9.16.2;
- e) Radio transmitters, microwave and telecommunications towers;
- f) Storage, processing and packaging of flammable liquids and gases in excess of 50 gallon quantities, and of any toxic or otherwise hazardous materials;
- g) Minor heliport subject to provisions of Subsection 9.21.

The business was required to get a Conditional Use Permit in 1984 for the proposed use exceeding the open storage ratio noted above.

Comprehensive Plan

The 2040 Comprehensive Plan guides this area to be High Density Residential, which conflicts with the current zoning (I2). The Comprehensive Plan acts as the guiding document for when properties develop/redevelop/rezone/change use. *With any changes to the site (zoning or intensification of use), it would require compliance with the Comprehensive Plan's guidance.*

Conditional Use Permit Amendment

Purpose of Conditional Use Permits: *"In order to give the district use regulations of this Ordinance the flexibility necessary to achieve the objectives of the Comprehensive Plan, certain uses are permitted subject to the granting of a Conditional Use Permit. Because of their unusual characteristics, such conditional uses require special consideration so they may be located properly with respect to the objectives of the Comprehensive Plan and with respect to their effects on surrounding properties. In order to achieve these purposes, the City Council is empowered to grant and to deny applications for Conditional Use Permits and to impose reasonable conditions upon the granting of these permits."*

A Conditional Use Permit may be granted by the City Council after demonstration by evidence that:

- a) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;
 - b) The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood;
 - c) The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - d) Adequate utilities, access roads, drainage, and necessary facilities have been or will be provided;
 - e) Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets;
 - f) The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
- a) The applicant states that the proposal for storing 450 vehicles on 2 acres of land will not be detrimental to or endanger the public health, safety, comfort or general welfare. They state that this is already a common occurrence on the site and their request to add more cars is in continuation with the current business operations. They want to make the business compliant under the Conditional Use Permit by allowing what they already do. They state that generally between 150-200 vehicles are stored on the property during the summer months, and generally between 200-250 in the winter months. There have been a couple instances since 2014 where the property has stored more than 250 vehicles on site. This drastic increase is due to major increases in crash activity due to severe weather storms, and natural disasters. These conditions were an anomaly that caused temporary increases well above the normal storage levels, and lasted a few months each time. The new CUP

language will now address the normal storage levels as well as the anomalies (aka non-normal business operations).

In addition, the applicant states that only one complaint has been received regarding the business in 2008 (staff sent a letter; it can be seen as an attachment in the applicant's narrative), and was in regards to storing semi-trailers and construction equipment on site. This issue was rectified.

Staff Analysis

In sum, the proposed CUP language will allow for the operation to continue as it is today, but give staff the enforcement capabilities should there be complaints or issues with the operation. If a complaint is received then it will be inspected/processed/mitigated accordingly. The request to increase the allowable storage of cars on site would not be detrimental to the public health, safety, comfort and general welfare as the proposed CUP language should cover the normal and non-normal business operations of Total Loss as it exists today. Again, the proposal is not to introduce anything new or additional to what is already happening on site. The proposal is to provide CUP language that better matches the existing operations, and will give the property owner and City staff the proper steps to appropriately address the non-normal business operations.

- b)** The applicant states that they do not believe the continuation of the outdoor storage at a maximum of 450 vehicles will be injurious as it will not result in an operation different than what has been occurring presently.

Staff Analysis

The operation will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood under the new proposed CUP language. The proposed request is for the existing operation, not enlarging what is currently occurring. The proposed CUP language will now be reflective of such operations.

- c)** The applicant states that they believe the continuation of the outdoor storage at a maximum of 250 vehicles during normal business operations and 450 vehicles during non-normal business operations will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. Screening is achieved on most edges of the property, with the exception of the south edge abutting the brewery, where there is no screening currently, only a chain link fence. The property also sits well above County Road 61 (Chaska Blvd), so direct vision into the site is not achieved here. There is minimal vision from County Road 44 where the entrance is, but there are trees flocked on either side of the driveway. Wooded slopes abut the western edge of the site.

Staff Analysis

The request to increase the CUP conditions to allow for 250 vehicles during normal business operations and up to 450 vehicles during non-normal business operations on 2 acres of land will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district under the new proposed CUP language. The use will remain the same as it operates today and will not be an enlargement of such.

- d) The applicant states that adequate utilities, access roads, drainage and necessary facilities have been or will be provided.

Staff Analysis

The applicant is not proposing any improvements with this request. The site is not serviced by City utilities, although sewer and water were extended through the site to service the adjacent brewery building in 2018; the Creekridge Drive properties did not hook up, nor were they required since this area is redeveloping at some point. The site will remain primarily gravel so that if redevelopment occurs it is easier to do so.

- e) The applicant states that adequate measures have been or will be taken to provide ingress or egress designed to minimize traffic congestion in the public streets.

Staff Analysis

The site access will be remaining with this request. No improvements are proposed. As far as traffic is concerned, the traffic levels will remain as they are today. The company does all the transporting of vehicles to the site from a crash. They have one flatbed truck that hauls two vehicles at a time. They average 3-4 vehicles a month in delivery (average 1 per week). And the truck leaves and returns on average 2-3 times per business day if the truck is leaving and returning with only one vehicle. Online auctions are held 1-2 times a month and auction 30-40 vehicles. Buyers will come to the site to pick up the car(s) they buy at the auction; usually within a week after the auction. The traffic generation from this site is not a huge concern, nor has it been an issue in the past as far as staff is concerned.

- f) The applicant states that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

Staff Analysis

The existing use will now be more encompassed under the new proposed CUP language. Because of this the use will be easier to understand and control from a zoning perspective.

Deadline for Agency Action

The City of Chaska received the complete application for this request on Tuesday, November 2, 2021. Pursuant to Minnesota State Statutes the City was to act on this request by Saturday, January 1, 2022 (60 days), however the City provided the petitioner with a written letter for an additional 60-day review period for further review. This additional review period has been extended to **Wednesday, March 2, 2022 (120 days)**. The City may, with the petitioner's consent, extend the review period beyond the Wednesday, March 2, 2022 date for an additional 60 days. Lastly, if the City denies the petitioners request "... it must state in writing the reasons for the denial at the time it denies the request."

PLANNING COMMISSION ACTION TAKEN 11/10/2021:

Motion to recommend approval of the Conditional Use Permit (CUP) Amendment to allow storage of up to 250 vehicles on 2 acres of land during normal business operations and up to 450 vehicles during non-normal business operations on 2 acres of land for the Total Loss site (525 Creekridge Drive), subject to the following conditions of approval:

NORMAL BUSINESS OPERATIONS

The City recognizes that Total Loss operates on a day-to-day basis subject to these conditions:

1. Only storage, display and sale of vehicles shall be permitted. Vehicle reduction, disassembly, restoration or sale of parts shall be prohibited.
2. The vehicle compound/storage area shall be limited to the fenced-in area on the east side of Creekridge Drive within which no more than 250 vehicles shall be stored.
3. In addition, vehicles may be stored temporarily outside the fenced-in area on the west side of Creekridge Drive on Total Loss Brokers land for the following purposes:
 - a. As the Display Area for auctions for a period of 7-9 days per auction
 - b. For the period of one week post-auction to allow for pick up by the buyers. Any vehicle sold in an auction and not picked up within one week post-auction will be moved back into the fenced compound storage area.
 - c. As a Drop off area for the delivery of vehicles after hours.
 - d. For oversized vehicles requiring moving equipment that surpasses the capabilities of Total Loss Brokers equipment.
 - e. Vehicles must be located so as to not block traffic on Creekridge Drive and/or the driveway easement to access the other tenant's areas.
 - f. The total temporary storage of vehicles outside the fenced-in area shall not be vehicles in addition to the 250 vehicle limit for the site.

NON-NORMAL BUSINESS OPERATIONS

The City recognizes that Total Loss experiences a storage increase of vehicles exceeding maximum standards as noted above on a non-frequent basis, which are a result of bad weather accidents and delays in State title work, and would be subject to these conditions:

1. A summary of the bad weather accident(s) and/or State title work delay that is creating storage in excess of 250 vehicles in the fenced-in area on the east side of Creekridge Drive but no more than 450 vehicles, known as an "Expansion", to be submitted to the City Planner prior to or at the same time that such excess of storage occurs, and would include the following information:
 - a. An estimate of the number of vehicles in excess of the maximum vehicles permitted in the CUP which the property owner anticipates will be on the property at any one time.
 - b. An estimate of the duration, specified in days, of the time period for which vehicles in excess of the maximum permitted by the CUP will be on the property covered by the CUP.
 - c. A diagram showing where the excess vehicles will be stored on the property subject to the CUP.
 - d. An action plan describing how the property owner will work to reduce the excess vehicles during any storage increase in excess.
2. As soon as an Expansion occurs, the property owner will provide the City with a written update every two (2) weeks that includes; the current number of vehicles stored on site, the number of vehicles stored in the unfenced area (if any), and the estimated number of vehicles available to be sold in the next auction.
3. Written notification will be given from the property owner to the City when the amount of vehicles falls at or below the 250 vehicle maximum.
4. These Expansions are to occur on a non-frequent basis; no more than one (1) Expansion is allowed every three (3) years; for a period to last no more than 3 months at a time; measured from the first day of the preceding Expansion prior to the current expansion being sought by the property owner.

5. In the event of a catastrophic event, which would exceed Condition #4 (Non Normal Business Operations), the property owner may request to the City Council the ability to exceed said condition. The property owner must supply to the City Council the "reason for the request" and must supply the information noted in items 1a-d noted under Non-Normal Business Operations. The City Council may approve said request. No additional Expansion may occur without the authorization of the City Council. It is the expectation of the applicant and the City that this provision would be rarely, if ever, utilized as the conditions for such utilization have not previously occurred.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2021-74 approving the Conditional Use Permit (CUP) Amendment to allow storage of up to 250 vehicles on 2 acres of land during normal business operations and up to 450 vehicles during non-normal business operations on 2 acres of land for the Total Loss site at 525 Creekridge Drive (PC #2021-07).

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE NOVEMBER 15, 2021 **RESOLUTION NO.** 2021-74

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

**Resolution approving the Conditional Use Permit Amendment for Total Loss at 525
Creekridge Drive/Total Loss Brokers/P.C. No. 2021-07**

WHEREAS, the applicant is requesting a Conditional Use Permit (CUP) Amendment to their original CUP approved in 1984 so that they can increase the allowance of cars stored on site to 250 cars on 2 acres of land during normal business operations, and to 450 cars on 2 acres of land during non-normal business operations; and

WHEREAS, normal business operations refer to the day-to-day business that Total Loss experiences; and

WHEREAS, the non-normal business operations refer to an infrequent (traditionally every 3 years) influx of vehicles due to large bad weather storms occurring and/or when the State titling work gets delayed beyond the applicant's control; and

WHEREAS, these non-normal business operations are meant to be temporary use of the business, and not an everyday occurrence; and

WHEREAS, the 2 acres indicated in the 1984 CUP conditions is the fenced in area on the east side of the site and east of Creekridge Drive; and

WHEREAS, Total Loss Brokers owns the center tenant space of the existing building; and

WHEREAS, the tenant spaces on either side of Total Loss Brokers are privately owned under separate property owners; and

WHEREAS, the 1 acre area that is used for temporary storage is located west of Creekridge Drive; and

WHEREAS, this 1 acre area is a display area for auctions, drop-off area for delivery of vehicles after hours, and a storage area for oversized vehicles that exceed the capabilities of Total Loss's moving equipment; and

WHEREAS, on November 10, 2021 the Planning Commission recommended approval to the City Council of the Conditional Use Permit (CUP) Amendment to allow storage of up to 250 vehicles on 2 acres of land during normal business operations and up to 450 vehicles during non-normal business operations on 2 acres of land for the Total Loss site at 525 Creekridge Drive (PC #2021-07); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Conditional Use Permit (CUP) Amendment to allow storage of up to 250 vehicles on 2 acres of land during normal business operations and up to 450 vehicles during non-normal business operations on 2 acres of land for the Total Loss site at 525 Creekridge Drive (PC #2021-07), subject to the aforementioned stipulations and the following conditions:

NORMAL BUSINESS OPERATIONS

The City recognizes that Total Loss operates on a day-to-day basis subject to these conditions:

1. Only storage, display and sale of vehicles shall be permitted. Vehicle reduction, disassembly, restoration or sale of parts shall be prohibited.
2. The vehicle compound/storage area shall be limited to the fenced-in area on the east side of Creekridge Drive within which no more than 250 vehicles shall be stored.
3. In addition, vehicles may be stored temporarily outside the fenced-in area on the west side of Creekridge Drive on Total Loss Brokers land for the following purposes:
 - a. As the Display Area for auctions for a period of 7-9 days per auction
 - b. For the period of one week post-auction to allow for pick up by the buyers. Any vehicle sold in an auction and not picked up within one week post-auction will be moved back into the fenced compound storage area.
 - c. As a Drop off area for the delivery of vehicles after hours.
 - d. For oversized vehicles requiring moving equipment that surpasses the capabilities of Total Loss Brokers equipment.
 - e. Vehicles must be located so as to not block traffic on Creekridge Drive and/or the driveway easement to access the other tenant's areas.
 - f. The total temporary storage of vehicles outside the fenced-in area shall not be vehicles in addition to the 250 vehicle limit for the site.

NON-NORMAL BUSINESS OPERATIONS

The City recognizes that Total Loss experiences a storage increase of vehicles exceeding maximum standards as noted above on a non-frequent basis, which are a result of bad weather accidents and delays in State title work, and would be subject to these conditions:

1. A summary of the bad weather accident(s) and/or State title work delay that is creating storage in excess of 250 vehicles in the fenced-in area on the east side of Creekridge Drive but no more than 450 vehicles, known as an "Expansion", to be submitted to the City Planner prior to or at the same time that such excess of storage occurs, and would include the following information:
 - a. An estimate of the number of vehicles in excess of the maximum vehicles permitted in the CUP which the property owner anticipates will be on the property at any one time.
 - b. An estimate of the duration, specified in days, of the time period for which vehicles in excess of the maximum permitted by the CUP will be on the property covered by the CUP.
 - c. A diagram showing where the excess vehicles will be stored on the property subject to the CUP.
 - d. An action plan describing how the property owner will work to reduce the excess vehicles during any storage increase in excess.
2. As soon as an Expansion occurs, the property owner will provide the City with a written update every two (2) weeks that includes; the current number of vehicles stored on site, the number of vehicles stored in the unfenced area (if any), and the estimated number of vehicles available to be sold in the next auction.

3. Written notification will be given from the property owner to the City when the amount of vehicles falls at or below the 250 vehicle maximum.
4. These Expansions are to occur on a non-frequent basis; no more than one (1) Expansion is allowed every three (3) years; for a period to last no more than 3 months at a time; measured from the first day of the preceding Expansion prior to the current expansion being sought by the property owner.
5. In the event of a catastrophic event, which would exceed Condition #4 (Non Normal Business Operations), the property owner may request to the City Council the ability to exceed said condition. The property owner must supply to the City Council the "reason for the request" and must supply the information noted in items 1a-d noted under Non-Normal Business Operations. The City Council may approve said request. No additional Expansion may occur without the authorization of the City Council. It is the expectation of the applicant and the City that this provision would be rarely, if ever, utilized as the conditions for such utilization have not previously occurred.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 15th day of November, 2021.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

City of Chaska
Planning Commissioners and Planning Staff,

The information contained in the 29 page booklet I prepared earlier this year is still accurate, and the information contained below is a synopsis of the progress and combined effort of the Planning Staff and I to accomplish satisfactory Special Use Permit language the City of Chaska and Total Loss Brokers are in agreement on.

During the Planning Commission meeting, after the public discussion portion closed, I had information to share when some of the commissioners raised pertinent questions during the Commissioner discussion period that I could have answered. I also wished to give the Planning Commissioners permission to amend the application during the session.

After the Planning Commission meeting concluded, we chose to withdraw our Special Use Permit application on May 14, 2021 to enter into a negotiation process with the Planning Staff.

We have since met with the Planning staff on a few occasions to engage in a process of tailoring the language contained in the Special Use Permit to balance the safeguards the City is seeking, and permissions our company is seeking to maintain a sustainable business lawfully.

We crafted a Special Use Permit that contains provisions for Normal Business levels, and allows for 250 vehicles to be stored on the original 2 acre fenced portion of Outlet A.

We have a second portion for Non-normal Business levels, that allows for "Extension" increases due to circumstances beyond our control such as weather related catastrophes and State Title transfer delay issues.

These "Extension" periods have restrictions in frequency and volume, reporting requirements, and would allow for 450 vehicles on a temporary basis.

We were also able to include a section for petitioning the City Council should the need for an "Extension" arise when catastrophes or Title transfer delays occur more than the allowed (1 in three years) conditions set forth in the Non-Normal Business section.

We believe what we now have is an agreeable Special Use Permit that was crafted to encompass the needs of our business and the needs of the City of Chaska. We would ask to utilize the diagram exhibit provided by Planning Staff, attached for reference.

Thank you for your careful consideration,

Sincerely,

Daniel Lysholm

Total Loss Brokers

Daniel Lysholm
TOTAL LOSS BROKERS
525 C Creekridge Drive
Chaska, Minnesota 55318
totallossbrokers@gmail.com

Elizabeth Hanson, AICP

City Planner
City of Chaska

Elizabeth,

I have prepared a responsive letter addressing the two lists of questions received regarding the application for an amended conditional use permit for Total Loss Brokers.

It is our sincere hope that this responsive letter addresses the questions you have already posed, and if there are follow up questions or other details necessary, please do not hesitate to forward them to us.

Sincerely,

Daniel Lysholm

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ORIGINAL CONDITIONAL USE PERMIT OCTOBER 1984

Request for amendment to the Conditional Use Permit, established in October 1984

HISTORY AND BACKGROUND

Total Loss Brokers has been in business for 35 years. When the company first started, we rented only a small portion of what is Outlot A (8.36acres).

Total Loss Brokers is Minnesota's oldest insurance salvage pool. It is a family owned and operated business that caters to insurance companies to recoup losses from collision payouts by selling the vehicle salvage for them.

WHAT DOES TOTAL LOSS BROKERS DO?

We pick up and store the vehicle as-is on our lot until we process the title work, send it to the State, and receive the new title back from the State. Only then may we place the vehicle in an auction. The vehicles are sold as-is, and the buyers are required to pick them up within one week.

Once we pick a vehicle up and process the title work, a vehicle will be stored on the property for anywhere from several weeks to several months, depending on the speed at which the State of Minnesota can process, print, and return the title to us, and whether the vehicle needs to be held as part of an investigation for fatalities, fraud, or fires.

As of 2/15/21 there were 148 vehicles inside the fenced portion and 32 vehicles in the outer unfenced lot for an auction. Total Loss Brokers only brokers the sale of vehicles for insurance companies through online auctions. We do no retail sales. We do not tear down vehicles. We do not sell parts. We do not crush vehicles onsite. We only store vehicles as-is until they can be sold in an auction.

TITLE REQUIREMENTS OF THE STATE OF MINNESOTA

The State of Minnesota requires the transfer of a title for any out of state vehicle, any Minnesota vehicle that is model year 2016 or newer, or has an actual value of over \$9000. Vehicles not meeting this requirement may be sold under the designation of "Held for Resale" by a dealer. The State determines the model year requirement by the formula of current calendar year plus 5 years.

The elongation of vehicle storage duration and subsequent increase in vehicle storage volume is directly related to the changes made in the State of Minnesota's title transfer requirements, the State of Minnesota's software changes, and the time it takes to effect a title transfer application and receive a new title in the mail.

The increased storage duration of vehicles is not associated with any increase of business volume. The number of vehicles we process through our auction is, and has been, relatively stable with only slight variations both up and down over the past several years.

THE ORIGINAL CONDITIONAL USE PERMIT (pages 24, 25)

Total Loss Brokers obtained a conditional use permit for our insurance salvage pool brokering business in October of 1984. The CUP was approved on condition that, among other things: "The vehicle compound/storage area shall be limited to two acres in size within which no more than 150 vehicles shall be stored at any one time." Total Loss Brokers has operated its business on the property for over thirty-five years.

At the time Total Loss Brokers sought the original Conditional Use Permit in 1984, not all of the currently available space was at our disposal to use as vehicle storage. Total Loss Brokers was renting a smaller portion of Outlot A that consisted of the southern 1/3 portion of what is the current fenced in portion of land on Outlot A. See photograph on page 26. There was still an ongoing gravel operation, and a sandblasting business on site. The initial CUP was granted in 1984 for 150 vehicles on 2 acres.

Total Loss Brokers purchased the entirety of Outlot A, PID# 30.1250040 (8.36 acres) approximately 8 or 9 years later.

DESCRIPTION OF THE LAND OWNED BY TOTAL LOSS BROKERS

As stated, along with the front and rear easements associated with our portion of the building, Lot 2 Block 1 Creekview Industrial Park, we also own the entire 8.36 acres of Outlot A. Over half of this land is wooded acreage surrounding the west, north, and east sides of the property. The east side of the property is comprised of a steep wooded hill along the entire length of Chaska Blvd. The south side of the property is bordered with the parking lot of the Schram Haus Brewery.

After purchasing the land many years ago, the driveway access to the front of the building was paved, and the fence line at the front of the building was altered to allow for a turn around area large enough to accommodate a semi tractor trailer for our neighbors Hagen Trucking.

We have calculated that the fenced in/eastern portion of the lot is capable of holding over 350 vehicles. Furthermore, the outer unfenced/western lot is capable of holding 200 vehicles.

In practice, between 150 and 200 vehicles are stored on the property in the summer months. During the winter months, between 200 and 250 vehicles are stored on the property.

Since 2014, there have been three instances where more than 500 vehicles have been stored on the property. These drastic increases were due to a major increase in crash activity due to severe weather storms, and natural disasters that caused property damage. These conditions were an anomaly that caused temporary increases well above the normal and typical storage levels, and lasted a few months each time.

STIPULATION REGARDING COMPLIANCE AND COMPLAINTS REGARDING BUSINESS OPERATION

Until we began looking into selling the land several years ago, we were under the assumption that the 2 acre limit, and the 150 vehicle limit was set in a temporary manner until such time as the berming, fencing, paving of the driveway, and other conditions were met.

During the process of trying to sell the property we discovered that these limits were still in effect. It is our sincere desire to operate our business in compliance with the limits set forth in the CUP, yet also have reasonable limits be established in the CUP. Considering the CUP limits were established in 1984, we believe it is reasonable to have the limits reexamined.

We are requesting an amendment to the limits in the CUP that align with the current and historic business levels, that also allow the business to remain viable financially.

We understand that our current operational level is normally close to, but not always within, compliance of the level set in 1984, at 150 vehicles, and as such we are requesting an amendment to establish the current and typical use as compliance.

In the over 35 years of operation, we are aware of only one complaint that the City has received regarding the property. See page 23 for this letter. That complaint was related to storage of semi trailers and construction equipment, both of which were directed at the business practices of our two neighbors. Numerous Semi trailers on site, and excavating equipment on the south end of the shared building. Both of those issues were rectified. This complaint letter was dated 4/10/2008. Also see photograph on page 27.

WHY AN INCREASE FROM 150 TO 450 VEHICLES, AND 2 ACRES TO 3 ACRES ?

The first reason is our strong desire to operate our business at a profitable and sustainable level, while remaining compliant within reasonably set CUP limits. Our current and historic business levels are stable with slight variances year to year. I have included the last 4 years of data in a later section for your reference.

Based on current and historic business levels, Total Loss Brokers typically requires the need to store 150-200 vehicles in the summer months, and 200-250 vehicles in the winter months. We realize this is 50 to 150 vehicles above the CUP limits set in 1984, but we are seeking to have the acreage and storage number limits amended to reflect a

more accurate, relevant, and recent storage level that allows our business to remain viable.

Another reason we are asking for an increase is due to the State of Minnesotas inability to process, print, and mail titles in a timely fashion. The State has changed its software for a second time in the last 8 years. With each change, there was a lag in the processing time which created longer storage times for us. 9 years ago with the original software, it took about 3-6 weeks for a title to be mailed back to us. With the first software change that expanded the return time to 1-3 months. After the software change last year, we have had titles take anywhere from 3-10 months.

We have a handful of vehicles that still have not had titles mailed after 12 months. We have resorted to sending the State lists of vehicles we are waiting on titles for. The State has made it known they only want a list of vehicles more than 6 months delinquent.

HOW WOULD 450 VEHICLES FIT OR BE ARRANGED ON OUR PROPERTY?

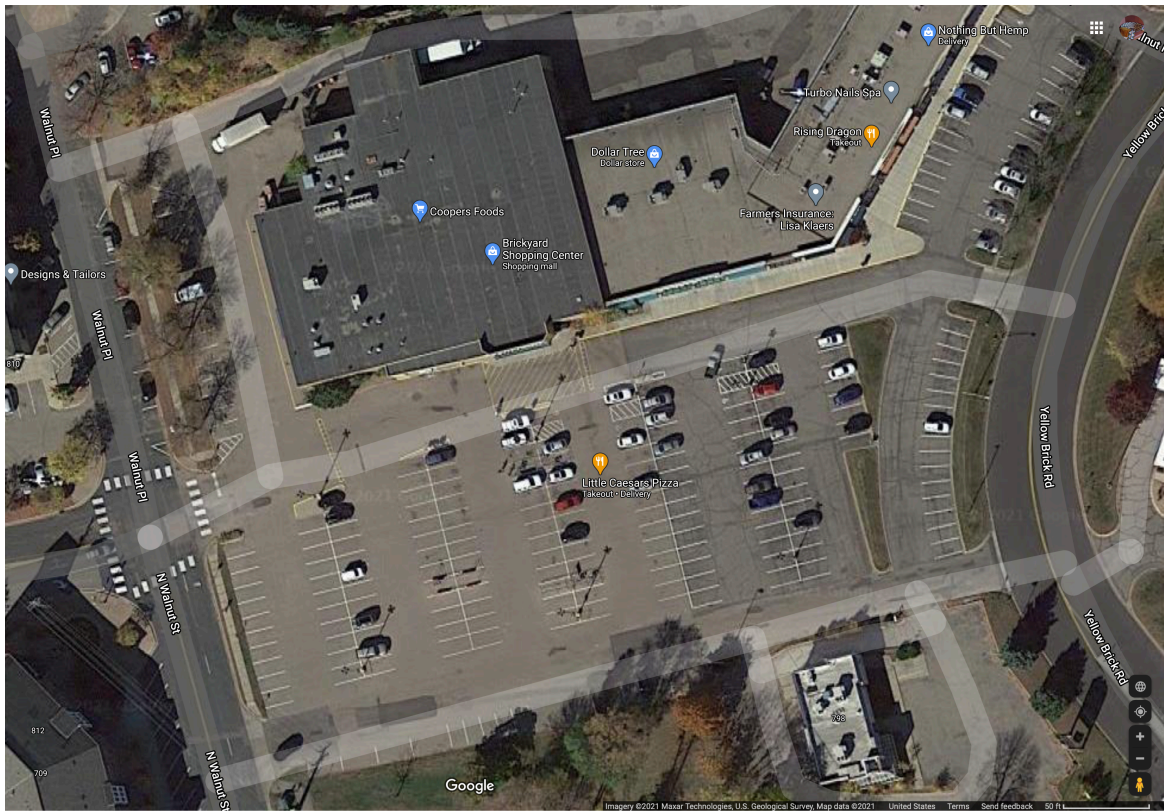
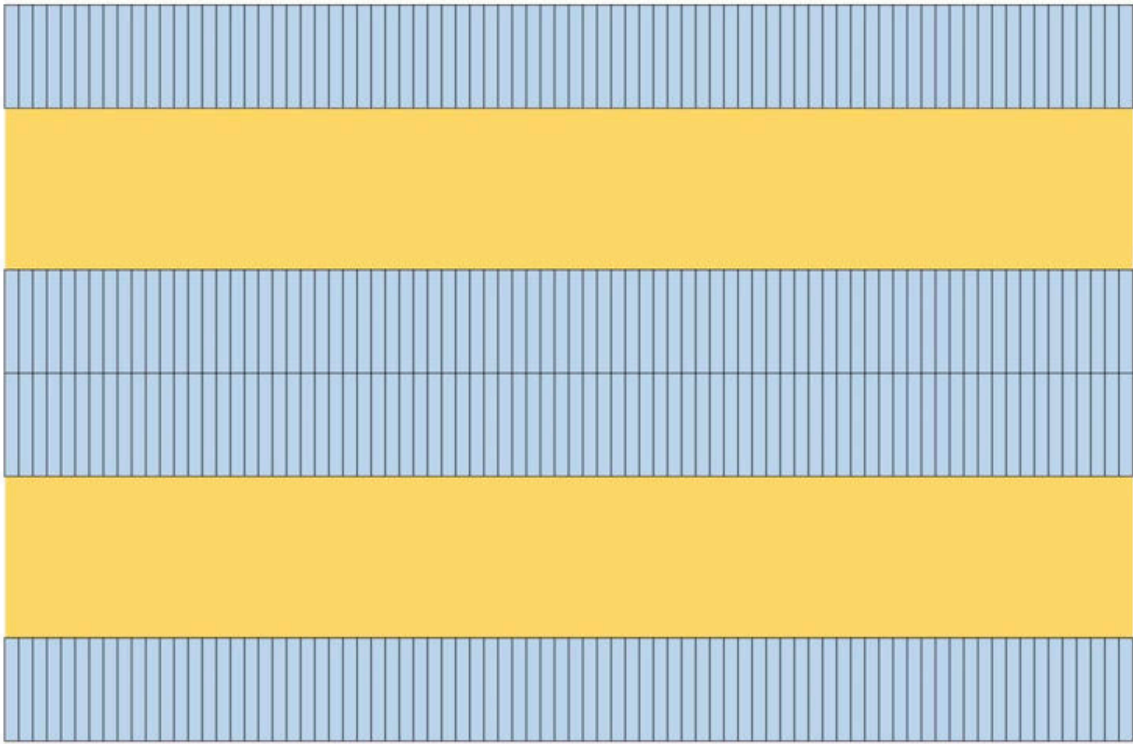
Based on the math provided by the City staff, a typical parking space is stated to be 9'x18', or 162 square feet. 150 vehicle spaces use 24300 square feet, or .56 acres. Considering our current set limit of a 2 acre lot, the remaining 62820 square feet, or 1.44 acres is then unused open space.

Our fenced lot currently has approximately 150 vehicles parked in a ring formation inside the fenced lot, and the entire remainder of this lot is wide open space. If you could imagine moving the fence inwards towards the center of the lot by 18' on all sides, there is that much open space.

If you designate 450 vehicle spaces on the same 2 acres, the vehicle spaces would use 72900 square feet, or 1.67 acres, leaving .33 acres for open aisle access space. If you expand the useable amount to 3 acres, the open aisle access space increases to 1.33 acres allowing for much wider access aisles.

A typical parking lot with 4 rows of vehicles and two access aisles can fit over 320 vehicles with room left over on 1.59 acres. See the illustration below for configuration, and the figures below determining the square footage and acreage required for 320 vehicles.

Please refer to the illustration and aerial photograph on the following page.



With each parking row having 80 spaces measuring 9'X18'. Each access aisle being set at 24' wide.

Parking rows at $18 \times 720 = 12960$ sq ft

$12960 \times 4 = 51840$ sq ft

Aisle rows at $24 \times 720 = 17280$ sq ft

$17280 \times 2 = 34560$ sq ft

$51840 + 17280 = 69120$ sq ft

69120 = 1.59 acres (.41 acre balance)

Considering 320 vehicle spaces with access isles fit on 1.59 acres, how many vehicles could the remaining .41 acres reasonably hold?

I used Google maps to obtain the overhead image of the Coopers parking lot above. Consider the following.

The Coopers grocery lot appears to be approximately $240' \times 75' = 18000$ square feet, (or **.41 acres**) for consideration. Coopers appears to have approximately 181 vehicle spaces. The spaces in Coopers parking lot appear to be $8' \times 16'$, or 128 sq feet. Slightly smaller than the parking spaces referenced above at $9' \times 18' / 162$ sq feet. Regardless of the math discrepancy, if you combine the 320 vehicle spaces from the previous figures on 1.59 acres, and the 181 vehicle spaces in the remaining .41 acres, you get **501 vehicle spaces on 2 acres with access aisles and open space.**

Using the figures above, Total Loss Brokers should reasonably be allowed to store 500 vehicles like any other parking lot of this size (2 acres) would allegedly be granted. We are asking for 450 vehicles on 3 acres. Not so we can increase the business volume, but, so that we may continue to operate at the current profitable, viable, and sustainable business volume, and include a built-in percentage margin for the rare occasions (once every 3-4 years) when storage levels temporarily swell beyond our normal operating levels, such as during natural disasters and bad storms.

We would still line the fence and bermed areas of the lot with a ring of vehicles, and would arrange the vehicles in the center of the open space with double or single rows of vehicles while providing adequate access aisles of approximately 24' wide to allow for moving the vehicles in and out with our front end loader.

IS THERE A REQUEST TO INCREASE THE RATIO OF VEHICLES PER ACRE?

Staff referenced the appearance of a request to increase the ratio of vehicle storage per acre. We were not looking to make that argument, however the ratio of 150 vehicles on 2 acres is 75 vehicles per acre, and 450 vehicles on 3 acres is 150 vehicles per acre as Staff correctly states.

Coopers Grocery is allowed 181 vehicles on .41 acres, which is a ratio of 441 vehicles per acre. With our current limit of 2 acres, a similar ratio to COOPERS would be 882 vehicles. We are **NOT** asking for an increase to 882 vehicles.

With CUP limits set to 3 acres and 450 vehicles, we would continue to operate our business at current and historic levels. 150-200 vehicles in the summer, and 200-250 in the winter.

For reference, 2 acres is 87120 square feet, or 22.4% of the property owned by Total Loss Brokers in Outlot A. 3 acres is 130680 square feet, or 36% of the property owned by Total Loss Brokers in Outlot A. This would amount to a 13% increase of the space used that we own.

Keep in mind when considering our request that with an increase to a 3 acre limit, and a 450 vehicle limit, at maximum capacity (450 vehicles) **there would still be 1.33 acres of open space** for access aisles in that 3 acres. We reach that level of vehicles very infrequently, only once every 3-4 years, and that lasts for a temporary period of time. For the majority of the time, we would be at normal levels (150-250 vehicles) and there would be a minimum of 2.26 acres of open free space on that same 3 acres.

WHAT WILL BE DONE WITH THE REMAINING 1.33 ACRES?

We are not looking to increase our business levels from what is normal and historically typical. We are looking to amend the CUP to reflect current and historic levels and include a built in buffer or margin, so that even in those rare instances, once every 3-4 years, we may remain compliant and operating within the CUP's set limits. The remaining free space (1.33 - 2.26 acres) would always remain open free space.

HOW OFTEN WILL VEHICLE STORAGE VOLUME BE AT THE INCREASED LEVEL?

Our estimate is once every 3-4 years, and the increased levels are temporary, but based on the State's inability to process, print, and mail the titles to us. Since 2014, we have reached over 500 vehicles on 3 occasions. There have been no complaints relating to traffic volume, storage volume, public harm, or public nuisance, either due to the temporary volume increases, or for any other reason.

It is our goal to operate at a competitive and manageable level until such time we are able to successfully sell the business and land. We desire to operate within the scope of a CUP that allows us to continue at our current and historic levels, which allows us to remain sustainable and viable until such time as we can successfully sell the property. We request that the CUP be amended to reflect actual and historic values with a built in margin for emergency increases.

HOW OFTEN ARE VEHICLES DROPPED OFF AT THIS SITE, AND HOW WILL TRAFFIC VOLUME CHANGE?

Traffic levels would not be expected to increase. We transport the overwhelming majority of the vehicles we store and sell. We own one flatbed tow truck, that hauls two vehicles at a time. We have one driver.

We average 3-4 vehicles delivered to us a month (1 per week) from long distance out state areas.

The following information is from the last 4 years of data.

The number of vehicles called in for pick up

2017:	725
2018:	810
2019:	765
2020:	560

Broken down to vehicles transported per month and business day, we leave and return with our one truck somewhere between 2.2 and 3.1 times per business day if each vehicle is brought in as a single load. Many of our loads are transported two vehicles at a time.

The number of auctions held per year

2017:	17
2018:	20
2019:	21
2020:	17

Broken down to a monthly average, we hold somewhere between 1.4 and 1.8 auctions per month.

Our auctions average 30-40 vehicles per auction. Auction size and frequency are not expected to change.

The vehicles are hauled away after the auctions by the buyers, and some of the buyers utilize transport companies with 2, 3, and 4 car haulers. Some of the vehicles are still drivable. The removal is done over a period of the week following the closing of the auction.

The traffic levels will not increase from where they are now, which is 2-3 trips in and out per business day with our one truck, an average of 1 vehicle delivered per week, and

30-40 vehicles being transported away by multi vehicle haulers, over the period of a week, following the 1.4 - 1.8 auctions per month.

WILL THE INCREASE IN VEHICLES AND LAND USAGE BE A MORE INTENSE USE OR CREATE A DIFFICULTY IN FUTURE DEVELOPMENT?

This request would not cause or become a more intense or permanent use of the outlot land. The number of vehicles stored will remain as they have been over the last several years, with the normal seasonal fluctuations, which is somewhere between 150 and 250 vehicles. We are only asking for 450 vehicles to reflect actual current and historic levels PLUS a buffer amount for the lagging title transfer rate of the State of Minnesota, the possibility of rare weather related crash increases, or damage caused by natural disasters.

The final number of remaining vehicles on site after a property sale has been successfully secured can all be sold in one or two larger auctions providing the title work has been processed by the State of Minnesota, or in the alternative, we can transfer possession of the vehicles to the next service provider our clients decide to work with.

WHAT IS THE EXPECTED LONGEVITY OF THIS USE?

We have been in the process of trying to sell the land and business for nearly 10 years. We signed an agreement with Cushman Wakefield last year. My father has been waiting to retire until the land and business sells. My father will most likely retire sometime this year, and I will be continuing to operate the business until such time as a successful sale is achieved, whether it be to a residential developer, a vehicle based operation business, or some other commercial land use business.

We have had several residential developers start the purchase agreement process, but all of those deals have failed. We had a recent commercial use business start the purchase agreement process, and that sale also fell through.

I have been in conversation with our neighbors, and we are on friendly terms. They are willing to relocate should an agreeable relocation site be secured for a land swap deal, or other suitable agreement be found satisfactory.

I have recently retired to accomplish what needs to be done on behalf of my parents business and the expected land sale. The request for an increase in the vehicle limit and number of acres used for storage is to accomplish our ability to operate the business at a viable and sustainable level that is consistent with current and historically stable levels, while still being in compliance with the CUP, and still have a buffer for increases in rare cases as stated numerous times in this response.

We at Total Loss Brokers are fully aware of Chaska's Comp plan for this site, a high end apartment complex that takes advantage of the view from the bluff, the amenities in the

area such as the Brewery, Curling Center, access to downtown, pathways, etc. We have sought out numerous apartment developers and signed several purchase agreements. A successful sale has not yet been achieved.

WHAT IS THE ENVIRONMENTAL IMPACT OF AN INCREASE IN THE NUMBER OF VEHICLES STORED ON-SITE?

Most vehicles have a cooling system capacity of 2 gallons, an engine oil capacity of 4-7 quarts, a transmission capacity of 10-12 quarts, and a fuel capacity of 12-25 gallons. These capacity levels are varied vehicle to vehicle, but they are finite.

When a vehicle collision occurs, the collision takes place in a parking lot, on a city street, a county highway, or interstate highway. If one of these systems are compromised by damage at the time of the collision, they leak immediately until depleted. There is no continuous leak or draining like a faucet that is turned on and left on.

The crashed vehicle is picked up from the crash site and towed to an impound lot, tow yard, or body shop. The vehicle remains there until an insurance adjuster makes the "total loss" determination. Once a deal is reached that is acceptable to the vehicle owner and insurance company, the vehicle is called in to us for pick up. This initial process can take anywhere from 1-3 weeks. Anything that was going to leak out has long since leaked out.

Although we are asking for an increase from the 150 vehicle limit to 450 vehicles, there will be virtually no difference from the actual storage levels we have experienced of the last several years (150-250), with the rare, and temporary, storm or disaster related increases that occur once every 3-4 years, and these conditions last only two to three months.

HAVE YOU HAD ANY SOIL TESTING DONE SUCH AS A PHASE ONE OR PHASE TWO?

The simple answer is no. However, during the sewer and water line installation project last year completed by Stantec, on behalf of the City of Chaska, the project went through our property from Big Woods Blvd, along the east property line with Chaska Blvd, to the south property line, then continuing on to the Schram Haus Brewery.

Stantec dug a very large, and deep trench, about 20 plus feet wide, 20 plus feet deep, and 700 plus feet long. That is well over a quarter million cubic feet of our soil from directly below where we park roughly half of the vehicles stored in our lot.

I would suggest that if there was any possibility of soil contamination, Stantec would have notified The City of Chaska, because there would have been a substantial increase in the cost associated with the project.

I would suggest that there are State and potentially local regulations regarding putting contaminated soil back in an excavation site without mitigating the contamination completely, and that Stantec would not have been allowed to put contaminated soil back in the trench after installing the water and sewer lines for The City of Chaska.

I would suggest that Stantec, as a municipal contractor, would obviously follow any and all regulations regarding contaminated soil.

I have reached out to Michael Hirsch of Stantec for comment on the condition of our soil when it was excavated from the lot for the trench, whether he was aware of any contamination, and what the applicable regulations are regarding filling a trench with soil that is possibly contaminated. He has not yet responded to my inquiry.

WILL THE INCREASE AFFECT THE NEIGHBORS ACCESS TO AND AROUND THE BUILDING?

The front and rear easement areas and driveway access are covered in the binding documents signed by the business owners, and have been settled in litigation. We have not, and will not block or otherwise hinder any common areas lawfully set aside for use by the building owners.

KNOWLEDGE AND CONSENT OF THE OTHER OWNERS

The other building owners are fully aware of our intent to seek an amendment to our CUP. They hold no objections.

Regarding the written consent of our two building neighbors, that is certainly something we can obtain if it is a City requirement. The party wall agreement, and covenants contained therein, do not deal with the separate piece of property owned by Total Loss Brokers known as Outlot A, only the building and building easements.

As stated above, we have not, and will not block or hinder any use of the lawful common areas set forth in the party wall agreement.

PHOTOGRAPHS OF SCREENING IN WINTER

I have taken numerous photographs (winter) standing at the intersection of Cascade Drive and Big Woods Blvd, and from the intersection at Big Woods and Chaska Blvd. I used Google maps street view to get the images off of Chaska Blvd to avoid becoming a traffic hazard. These were not available as winter photographs.

As you can see, the view of the Total Loss Brokers property from the Big Woods Blvd side is still obstructed by the many tree trunks of the wooded area even without foliage. The view from the Chaska Blvd side is completely obstructed by the dramatic hill, and trees at the top of the hill.













SCREENING ON THE SOUTH PROPERTY LINE ADJACENT TO SCHRAM HAUS BREWERY

As of the time of the sewer and water line project, we were asked by the brewery owner if we had any objections to them planting vegetation along the fence between our properties.

The suggestion was they wanted to plant either hops or grape vines. We gave our approval of their request. This planting has not occurred yet. They have erected a screening wall of wood and cloth for the outdoor seating area.



The south property line is separated by a chain link fence. The view from the Schram Haus Brewery parking lot through the property line fence is shown below.







The complaint letter dated 4/10/2008 is attached on the following page. This is the only complaint letter we are aware of. This complaint does not address problematic behavior or business practices of Total Loss Brokers. The complaints are describing items found by staff regarding the other two businesses located at this address.



City of Chaska

April 10, 2008

Total Loss Brokers, Inc.
525 Creekridge Drive, #C
Chaska, Minnesota 55318

Re: Conditional Use Permit & Site Plan Approval Violations

Dear Manager:

Your place of business, Total Loss Brokers, Inc., received a Conditional Use Permit and Site Plan approval in October of 1984. Included as conditions of these approvals were the following requirements:

1. Only storage, display and sale of vehicles shall be permitted. Vehicle reduction, disassembly, restoration or sale of parts shall be prohibited.
2. The vehicle compound/storage area shall be limited to two acres in size within which no more than 150 vehicles shall be stored at any one time.

When the site was visited recently by staff, there were several large, stand-alone trailers on-site. The purpose of the previous approvals for this site was not to allow large trucks to be stored on-site, but rather for standard-sized vehicles. Please remove these from the site upon receipt of this letter.

Also, staff found it very difficult to maneuver onsite. The parking area to the immediate south of the building should be moved further south by several feet to allow for a safer route around the building. There are other businesses located on this site that need to have complete access in and around the site, as well as members of the public.

Please review this information and remove any and all items that do not comply with this Ordinance.

Please contact me at the phone number below, or at the following email address, mduchinsky@chaskamn.com, to provide details of the clean up and a date when staff can expect your timely cooperation. Site visits will be occurring regularly to ensure compliance.

Sincerely,

Melissa E. Duchinsky, AICP
City Planner

Enclosure

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE October 18, 1984 RESOLUTION NO. 84-97

MOTION BY ALDERMAN Lindall SECONDED BY ALDERMAN Schmidt

A Resolution approving a Special Use Permit/Site Plan/Occupancy Permit for Total Loss Brokers, Inc., leasee, Creekview Industrial Park - P.C. No. 84-68.

WHEREAS, there was presented to the City Council of the City of Chaska for approval, a Special Use Permit/Site Plan/Occupancy Permit for a newly formed business which will be involved in towing, distributing and selling vehicles; and

WHEREAS, the Planning Commission of the City of Chaska reviewed the proposal for the company which intends to lease property in the Creekview Industrial Park for temporary storage and display of vehicles; and

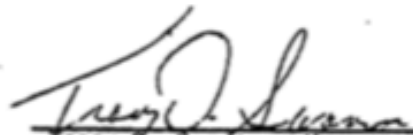
WHEREAS, the Chaska Planning Commission recommended that the Chaska City Council approve an Occupancy Permit for use of land in the Creekview Industrial Park by Total Loss Brokers based upon the submitted site plan and following conditions:

- a. The public driving and parking areas are designated blacktop, when affordable. Recommend one year from date of occupancy permit approval.
- b. Visual screening should be installed within the northeast area of the property to minimize potential negative effect upon adjacent residences to the north. Design of such screening shall be as stated in the I-2 District regulations and as approved by the Zoning Administrator.
- c. The proposed drainage into the creek along C.R. 140 should be subject to approval of the City Engineer.
- d. Necessary assurances should be given that spillage of gas, oil and other solutions are properly contained and do not seep into ground or surface water resources. City Engineer shall review and approve.
- e. A bond or letter of credit should be required in an amount equal to the estimated cost of site improvements (bituminous surfacing, screening/planting, storage area surfacing, drainage facilities, etc.) to assure that such improvements will be accomplished in a timely manner.

NOW, THEREFORE, BE IT RESOLVED, that the Chaska City Council approves a Special Use Permit, the Site Plan and Occupancy Permit for use of land in the Creekview Industrial Park by Total Loss Brokers, Inc. based upon the submitted site plan and following conditions:

- a. The public driving and parking areas shall be bituminous surfaced within one year from date of occupancy permit approval by owner/developer.
- b. Visual screening shall be installed within the northeast area of the property to minimize potential negative effect upon adjacent residences to the north. Design of such screening shall be as stated in the I2 District regulations and as approved by the Zoning Administrator.
- c. The proposed drainage into the creek along C.R. 140 shall be reviewed and approved by the City Engineer.
- d. Assurances shall be given that spillage of gas, oil and other solutions are properly contained and do not seep into ground or surface water resources. City Engineer shall review and approve.
- e. A bond or letter of credit shall be required from the owner/developer in an amount equal to the estimated cost of site improvements (bituminous surfacing, screening/planting, storage area surfacing, drainage facilities, etc.) to assure that such improvements will be accomplished in a timely manner.
- f. Only storage, display and sale of vehicles shall be permitted. Vehicle reduction, disassembly, restoration or sale of parts shall be prohibited.
- g. The vehicle compound/storage area shall be limited to two acres in size within which no more than 150 vehicles shall be stored at any one time.
- h. Complete berming and planting by June 1, 1985.
- i. Planning Commission review after 90 days. 6 months then annually.

Passed and adopted by the City Council of the City of Chaska, Minnesota this 18th day of October, 1984.


Tracy B. Swanson, Mayor

Attest: 
Shirley Bruers, City Clerk



Aerial photograph taken November 1979 showing the gravel pit operation.



Aerial photograph taken April 2006 showing the semi trailers owned by Hagen Trucking parked on the area known as Outlet A owned by Total Loss Brokers, and behind the building on the easement owned by Hagen Trucking.



CONDITIONS OF APPROVAL:

NORMAL BUSINESS OPERATIONS

The City recognizes that Total Loss operates on a day-to-day basis subject to these conditions:

1. Only storage, display and sale of vehicles shall be permitted. Vehicle reduction, disassembly, restoration or sale of parts shall be prohibited.
2. The vehicle compound/storage area shall be limited to the fenced-in area on the east side of Creekridge Drive within which no more than 250 vehicles shall be stored.
3. In addition, vehicles may be stored temporarily outside the fenced-in area on the west side of Creekridge Drive on Total Loss Brokers land for the following purposes:
 - a. As the Display Area for auctions for a period of 7-9 days per auction
 - b. For the period of one week post-auction to allow for pick up by the buyers. Any vehicle sold in an auction and not picked up within one week post-auction will be moved back into the fenced compound storage area.
 - c. As a Drop off area for the delivery of vehicles after hours.
 - d. For oversized vehicles requiring moving equipment that surpasses the capabilities of Total Loss Brokers equipment.
 - e. Vehicles must be located so as to not block traffic on Creekridge Drive and/or the driveway easement to access the other tenant's areas.
 - f. The total temporary storage of vehicles outside the fenced-in area shall not be vehicles in addition to the 250 vehicle limit for the site.

NON-NORMAL BUSINESS OPERATIONS

The City recognizes that Total Loss experiences a storage increase of vehicles exceeding maximum standards as noted above on a non-frequent basis, which are a result of bad weather accidents and delays in State title work, and would be subject to these conditions:

1. A summary of the bad weather accident(s) and/or State title work delay that is creating storage in excess of 250 vehicles in the fenced-in area on the east side of Creekridge Drive but no more than 450 vehicles, known as an "Expansion", to be submitted to the City Planner prior to or at the same time that such excess of storage occurs, and would include the following information:
 - a. An estimate of the number of vehicles in excess of the maximum vehicles permitted in the CUP which the property owner anticipates will be on the property at any one time.
 - b. An estimate of the duration, specified in days, of the time period for which vehicles in excess of the maximum permitted by the CUP will be on the property covered by the CUP.
 - c. A diagram showing where the excess vehicles will be stored on the property subject to the CUP.
 - d. An action plan describing how the property owner will work to reduce the excess vehicles during any storage increase in excess.
2. As soon as an Expansion occurs, the property owner will provide the City with a written update every two (2) weeks that includes; the current number of vehicles stored on site, the number of vehicles stored in the unfenced area (if any), and the estimated number of vehicles available to be sold in the next auction.
3. Written notification will be given from the property owner to the City when the amount of vehicles falls at or below the 250 vehicle maximum.

4. These Expansions are to occur on a non-frequent basis; no more than one (1) Expansion is allowed every three (3) years; for a period to last no more than 3 months at a time; measured from the first day of the preceding Expansion prior to the current expansion being sought by the property owner.
5. In the event of a catastrophic event, which would exceed Condition #4 (Non Normal Business Operations), the property owner may request to the City Council the ability to exceed said condition. The property owner must supply to the City Council the “reason for the request” and must supply the information noted in items 1a-d noted under Non-Normal Business Operations. The City Council may approve said request. No additional Expansion may occur without the authorization of the City Council. It is the expectation of the applicant and the City that this provision would be rarely, if ever, utilized as the conditions for such utilization have not previously occurred.

REQUEST FOR ACTION CHASKA CITY COUNCIL 11/15/2021

Subject: Public Right-Of-Way, Utility Franchise

Prepared By: Noel Graczyk, Administrative Services Director

Most utility companies that operate within the City of Chaska must each have in place with the City a franchise established by City ordinance for use of the Public Right-of-Way (ROW.) Current language in the Chaska Minnesota Code of Ordinances (CMCO) provides for establishment of a franchise with utility companies in Chapter 7 (Electric) and Chapter 13 (Public Works, Streets.)

After review by legal counsel, the City has been advised that sections of the CMCO that provide for a utility franchise should be in a separate and singular chapter within the CMCO. The enclosed proposed ordinance relocates and updates franchise language currently in Chapters 7 and 13 and creates a new Chapter 14 (Franchise). Revised language in Chapter 14 will be used in the future to relocate other utility franchise ordinances already within the CMCO as well as providing for new franchise ordinances.

Staff Recommendation

Staff recommends approval of the proposed ordinance.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. MC 2021-1003 repealing Sections 7.24.030 and 13.16.110 of the Chaska Minnesota Code of Ordinances and adopting a new Chapter 14, Article 14.04, Sections 14.04.010 through 14.04.060.

**CITY OF CHASKA
ORDINANCE MC 2021-1003**

**REPEALING SECTIONS 7.24.030 AND 13.16.110 OF THE CHASKA CODE OF
ORDINANCES AND ADOPTING CHAPTER 14, ARTICLE 14.04, SECTIONS
14.04.010 - 14.04.060**

WHEREAS, it was advised by legal counsel that utility franchise should be a separate and singular Chapter within the Chaska Minnesota Code of Ordinances (CMCO); and

WHEREAS, updating current language in the CMCO and relocating it to a new Chapter would provide both for franchise relationships already in the CMCO as well as provide for any new utility franchise ordinances.

NOW THEREFORE, be it ordained by the Council of the City of Chaska, in the State of Minnesota, as follows: To repeal Sections 7.24.030 and 13.16.110 of the CMCO and adopt Chapter 14, Article 14.04, Sections 14.04.010 - 14.04.060.

SECTION 1: **REPEAL** “7.24.030 Franchise Procedure” of the City of Chaska Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.24.030 Franchise Procedure~~ (*Repealed*)

- A. Franchise Required.* Except as otherwise provided by law, no person, firm, or corporation shall transmit, furnish, deliver or receive, or cause to be transmitted, furnished, delivered, or receive electric energy for light, power, heat and other purposes for public and/or private use within and through the limits of the City, or place or maintain any permanent or semi-permanent fixtures in, over, upon, or under any street or public place for the purpose of operating a public utility or transmitting, furnishing, delivering or receiving, or causing to be transmitted, furnished, delivered, or received electric energy or for any other purpose, except pursuant to a franchise from the City. A franchise shall be granted only by ordinance. Every ordinance granting a franchise shall contain all the terms and conditions of the franchise. The grantee shall bear the costs of publication of the franchise ordinance and shall make a sufficient deposit with the City Clerk to guarantee publication before the ordinance is passed.
- B. Definitions.* The following terms shall mean: In this ordinance "**City**" or "**City Council**" and "**City Administrator**" mean respectively, the City of Chaska, the City Council of the City of Chaska, and the City Administrator of the City of Chaska or his or her designee.

Franchisee: The utility granted the franchise.

Streets and public places: The streets, avenues, alleys, parkways, roads, squares,

parks, bridges, Viaducts, utility easements, and public places in the City.

Notice: A writing served by any party or parties on any party or parties. In the case of the City, notice shall be mailed to the City Administrator at City of Chaska, One City Hall Plaza, Chaska, MN 55318-1962.

- C. *Grant Of Franchise.* The City may grant to a Franchisee, for a period extending to ten (10) years, the right to transmit, furnish, deliver, or receive electric energy within the limits of the City as they now exist or as they may be extended or revised in the future. For those purposes, Franchisee may establish the necessary facilities and equipment in and along the streets and public places within the City. The Franchisee may also do reasonable things necessary or customary to accomplish those purposes, subject, however to the further provisions of this franchise.
- D. *Nonexclusive Franchise.* All franchises granted hereunder shall be nonexclusive.
- E. *Construction Of Facilities.*
 - 1. The Franchisee shall give reasonable written notice to the City Administrator of its plan to construct facilities in any part of the City. Construction of facilities shall be in accord with established City planning and engineering standards.
 - 2. Franchisee shall not open or disturb any street or public place for any purpose without first having obtained permission to do so from the City Administrator. The location of facilities in, under, upon, or over any street or public place shall be approved by the City Administrator. Franchisee shall, upon completion of any work requiring the opening of any street or public place, or during construction if ordered by the City Administrator, restore the same, including paving and foundations, to as good condition as formerly and shall maintain the same for two years thereafter in good condition. Said work shall be performed with due diligence and if the Franchisee shall fail promptly to perform and complete the work, to remove all dirt and rubbish, and to put the street or public place or the area adjacent to the street or public place in good condition, the City shall have the right to put the street or public place in good condition at the expense of the Franchisee; and the Franchisee shall upon demand pay to the City the cost of such work done for or performed by the City. Notwithstanding the foregoing provisions of this paragraph, Franchisee may open and disturb the surface of any street or public place without permission where an emergency exists requiring immediate repair of facilities. The Franchisee in such event shall report such action not later than the second working day thereafter and in such form as required by the City.
 - 3. No street opening may be made unless adequate traffic control measures are provided and all provisions of CMCO 13.16.090 paragraph L are met.
- F. *Relocating.* Whenever the City shall grade, re-grade, improve, or change the line of any street or public place or construct or reconstruct any public utility system therein or vacate any street or public place and shall, in the proper exercise of its police power, and with due regard to seasonable working conditions. when necessary, order the Franchisee to relocate in said street or such other public place, as deemed necessary by City, the Franchisee shall relocate its facilities at its own expense. The City shall give

Franchisee reasonable notice of plans to grade, re-grade, improve or change the line of any street or public place or to construct or reconstruct any public utility system therein or vacate any street or public way. Where the City orders the Franchisee to relocate any of its facilities, the Franchisee shall proceed with such relocation.

- G. *Location Of Facilities.* All facilities of Franchisee shall be so located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic, travel upon and use of the streets and public places of the City. Franchisee shall keep and maintain all of its property in good condition, order, and repair, so that the same shall not menace or endanger the life or property of any person. The company shall provide field locations for all its facilities when requested within a reasonable period of time.
- H. *Indemnification.* The Franchisee shall indemnify and hold harmless the City, its officers, employees, and agents from all liability on account of injury to persons or damage to property caused by the Franchisee's construction, maintenance, repair, or operations in the City.
- I. *Franchise Fee.* It is understood by Franchisee that the City is imposing a franchisee fee per kilowatt hour of electric energy sold or delivered at retail within the City. The fee may be changed by the City Council from time to time, by Resolution adopted by majority vote.
- J. *Written Acceptance.* The Franchisee shall, if it accepts the franchise ordinance and the rights and obligations thereby granted, file a written acceptance of the rights thereby granted with the City Administrator within sixty (60) days after the passage of such ordinance.
- K. *Publication Expense.* The expense of publication of the franchise ordinance shall be paid by Franchisee.
- L. *Assignment.* Franchisee upon notice to the City, shall have full right and authority to assign all rights conferred upon Franchisee by such franchise ordinance to any person, persons, firm, or corporation. The assignee of such rights, by accepting such assignment, shall become subject to the terms and provisions of said ordinance.
- M. *Severability.* If any portion of this ordinance is found to be invalid for any reason, the validity of the remainder shall not be affected. (Ord. No. 611, Sec. 2, 1/6/97)

SECTION 2: **REPEAL** “13.16.110 Franchise Procedures” of the City of Chaska Municipal Code is hereby *repealed* as follows:

REPEAL

~~13.16.110 Franchise Procedures~~ (*Repealed*)

- A. *Franchises Required.* Except as otherwise provided by law, no person shall place or maintain any permanent or semi-permanent fixtures in, over, upon or under any street or public place in the City for the purpose of operating a public utility or for any other purpose, without obtaining a franchise therefor from the City. (Ord. No. 174, Sec. 1,

1/3/66)

- B. *Exception For City-Owned Utility.* This section shall not apply to any utility services and fixtures provided and owned by the City. (Ord. No. 174, Sec. 6, 1/3/66)
- C. *Franchises To Be Granted Only By Ordinance.* All franchises shall be granted only by ordinance, which ordinance shall not be an emergency ordinance. (Ord. No. 174, Sec. 1, 1/3/66)
- D. *Contents Of Ordinances Granting Franchises.* Every ordinance granting a franchise shall contain all the terms and conditions of a franchise, including, but not limited to, the compensation to be paid by the grantee to the City therefor. (Ord. No. 174, Sec. 1, 1/3/66)
- E. *Grantee To Bear Costs Of Publishing Franchise.* The grantee of a franchise shall bear the cost of publication of the franchise ordinance and shall make a sufficient deposit with the City Clerk to guarantee publication before the ordinance is passed. (Ord. No. 174, Sec. 1, 1/3/66)
- F. *Term.* No exclusive franchise shall be granted and no franchise shall be granted for a term exceeding twenty (20) years. (Ord. No. 174, Sec. 2, 1/3/66; Ord. No. 886, Sec. 88, 5/5/14)
- G. *Public Hearing Required.* Before any rates, fares or prices to be charged to the consumer by a public utility under a franchise ordinance are fixed by the City Council, the Council shall hold a public hearing on the matter. Notice of such hearing shall be published as provided by law, but in any event such notice shall be published at least once in the official newspaper not less than ten (10) days prior to the date of the hearing. Where such rates, fares or prices to be charged to the consumer are not fixed by the City Council, no public hearing shall be necessary before granting such franchise ordinance. (Ord. No. 174, Sec. 3, 1/3/66)
- H. *Power Of Regulation Reserved.* Subject to any applicable law, the City Council may by ordinance, which shall not be an emergency ordinance, reasonably regulate and control the exercise of any franchise, including the maximum rates, fares or prices to be charged to the consumer by the grantee. No franchise value shall be included in the valuation of the grantee's property in regulating utility rates, fares or prices under any applicable law, ordinance or regulation. (Ord. No. 174, Sec. 4, 1/3/66)
- I. *Renewals And Extensions.* Every extension, renewal or modification of any existing franchise, or of any franchise granted hereinafter, shall be subject to the same limitations and shall be granted in the same manner as herein provided for a new franchise. (Ord. No. 174, Sec. 5, 1/3/66)

SECTION 3: **ADOPTION** “14 Franchises” of the City of Chaska Municipal Code is hereby *added* as follows:

ADOPTION

14 Franchises(*Added*)

SECTION 4: **ADOPTION** “14.04 General Franchise Process” of the City of Chaska Municipal Code is hereby *added* as follows:

ADOPTION

14.04 General Franchise Process(*Added*)

SECTION 5: **ADOPTION** “14.04.010 Franchise Required” of the City of Chaska Municipal Code is hereby *added* as follows:

ADOPTION

14.04.010 Franchise Required(*Added*)

Except as otherwise provided by law, no person shall place or maintain any permanent or semi-permanent fixtures in, over, upon, through, or under any Public Ground or Public Way in the City for the purpose of operating an electric, natural gas, or cable utility without obtaining a franchise therefor from the City. This shall apply, and not be limited to, the movement, storage, transmission, use, conversion, creation, or distribution of electricity, natural gas, and cable service. A franchise shall be granted only by ordinance. Every ordinance granting a franchise shall contain all the terms and conditions of the franchise. The applicant for the franchise shall pay the expense of publication of the franchise ordinance. All franchises granted hereunder shall be nonexclusive and shall not exceed a term of twenty (20) years. This section shall not apply to any utility services and fixtures provided and owned by the City.

SECTION 6: **ADOPTION** “14.04.020 Definitions” of the City of Chaska Municipal Code is hereby *added* as follows:

ADOPTION

14.04.020 Definitions(*Added*)

For the purposes of this Chapter, the following capitalized terms shall have the following meanings: **City, City Council, and City Administrator:** Respectively, the City of Chaska, the City Council of the City of Chaska, and the City Administrator of the City of Chaska or his or her designee. **Franchisee:** The person granted the franchise. **Public Ground:** Land owned or otherwise controlled by City for utility easements, drainage easements, park, trail, walkway, open space, or other public property, which is held for use in common by the public or for public benefit. **Public Way:** The area on, below, or above a public roadway, highway, street, alley, cartway, bicycle lane, or public sidewalk in which the City has an interest, including any other dedicated rights-of-way for travel purposes, drainage easements, and utility easements of the City or other government units, however conferred, within the City. **Notice:** A writing given by any party to another party. In the case of the City, notice shall be delivered to the City Administrator at City of Chaska, One City Hall Plaza, Chaska, MN 55318.

SECTION 7: ADOPTION “14.04.030 Franchise Fee” of the City of Chaska Municipal Code is hereby *added* as follows:

ADOPTION

14.04.030 Franchise Fee(*Added*)

A franchise fee may be expressed (i) as a specified charge per measurable unit provided, transported, transmitted, sold, furnished, delivered, or received, (ii) as a percentage of the gross revenues received by the Franchisee for its operations within the City, or (iii) a flat fee per customer, or (iv) by customer class. The City may combine the methods described in (i) through (iv) above.

SECTION 8: ADOPTION “14.04.040 Power Of Regulation” of the City of Chaska Municipal Code is hereby *added* as follows:

ADOPTION

14.04.040 Power Of Regulation(*Added*)

Subject to any applicable law, the City Council may by ordinance, reasonably regulate and control the exercise of any franchise, including the maximum rates, fares, or prices to be charged to the consumer by the Franchisee. No franchise value shall be included in the valuation of the Franchisee's property in regulating utility rates, fares, or prices under any applicable law, ordinance, or regulation.

SECTION 9: **ADOPTION** “14.04.050 Renewals And Extensions” of the City of Chaska Municipal Code is hereby *added* as follows:

A D O P T I O N

14.04.050 Renewals And Extensions(*Added*)

Every extension, renewal, or modification of an existing franchise shall be subject to the same limitations and shall be granted in the same manner as provided herein.

SECTION 10: **ADOPTION** “14.04.060 Severability” of the City of Chaska Municipal Code is hereby *added* as follows:

A D O P T I O N

14.04.060 Severability(*Added*)

If any portion of this ordinance is found to be invalid for any reason, the validity of the remainder shall not be affected.

SECTION 11: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from _____ and after the required approval and publication according to law.

SECTION 12: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED BY THE CITY OF CHASKA COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Grau	_____	_____	_____	_____
Councilmember Hatfield	_____	_____	_____	_____
Councilmember Huang	_____	_____	_____	_____
Councilmember Hubbard	_____	_____	_____	_____
Mayor Windschitl	_____	_____	_____	_____

Presiding Officer

Attest

Mark Windschitl, Mayor, City of
Chaska

Denise Beebe, Senior Clerk City of
Chaska

REQUEST FOR ACTION CHASKA CITY COUNCIL 11/15/2021

Subject: Rivertown Heights (Holasek) - Concept Plan

Applicant: D R Horton

Location: 3985 and 4245 Big Woods Blvd (Holasek); South of County Road 44 (Big Woods Blvd), west and south of Founders Ridge

Case No.: 2021-18

Synopsis: Applicant seeks to obtain approval of a 91 lot development (90 new lots, 1 lot for the existing Holasek residence at 3985 Big Woods Blvd) on approximately 40 acres of land in the SW Chaska area

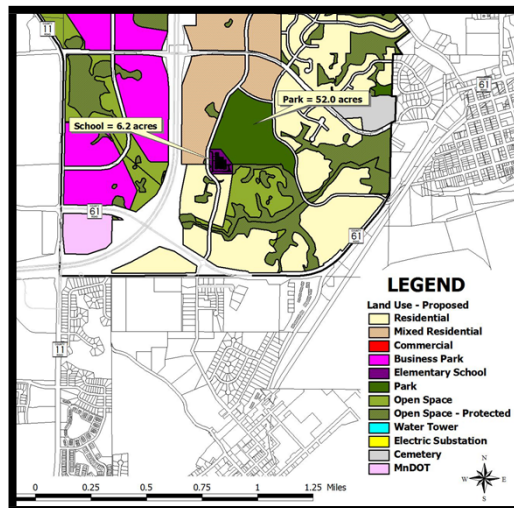
Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution

BACKGROUND

Founders Ridge was approved in November 2013 and the 2nd addition in February 2015. The development has since been fully built. Within that development stub streets were provided to access neighboring properties for future development. One of those streets is Founders Path, which stubs up to the west edge of the development abutting Holasek's property. Another stub street, Carver Path, stubs on the south edge of the development, also abutting Scooter Enterprise's property.

In 2017, a purchase agreement was executed to purchase the future collector road right-of-way (ROW), community park and elementary school areas from the Holasek family. The City currently owns the ROW (~6 acres) and future community park acreage (~52 acres), while Eastern Carver County Schools owns the future elementary school acreage (~6). See below.



(exhibit used in 2017 Purchase Agreement)

Tonight we will be reviewing a residential proposal that abuts the north and east sides of the proposed community park.

Project Goals

The identified goals in creating this new neighborhood include the following:

- Providing a seamless transition of road and pedestrian connections
- Housing design and lot sizes that will complement the existing homes in and around Rivertown Heights
- Creating a neighborhood layout that is sensitive to the existing conditions, including availability of utilities, natural grades and drainage patterns
- Preservation of trees and buffer to existing homes
- Attractive neighborhood design with curvilinear street patterns and sidewalks to support a walkable environment

Comprehensive Plan

The Comprehensive Plan guides this area to be Low Density Residential and Mixed Residential. The proposal tonight is consistent with this guidance.

CURRENT PROPOSAL

The 91-lot detached single-family proposal on approximately 40-acres of property is located south of County Road 44 (Big Woods Blvd) and west & south of the Founders Ridge development on both Holasek and Scooter Enterprise's land. This new development will be an extension off Founders Path and Carver Path, but will not be part of the Founders Ridge development.

Adjacent properties

The site is bound on the north by County Road 44 (Big Woods Boulevard); to the west by the future collector road ROW (Savanna Way) and land retained by the Holasek's; the south by future community park space and the Lano property; and the east by Founders Ridge and Carlson's land.

Existing Conditions

Rivertown Heights is nearly 40-acres and located near the southeast intersection of Big Woods Boulevard and the future extension of Savanna Way, just west of the existing Founders Ridge neighborhood. The site is currently used for agricultural purposes and the existing home at 3985 Big Woods Boulevard will be retained by the land seller, and incorporated into the development.

Generally, the site has minimal tree coverage, except in the southeast portion. The wooded ravine is proposed to remain to create a natural buffer between Rivertown Heights and the existing Founders Ridge neighborhood. Tree removal will occur to extend Carver Path into the site. A tree survey has been completed and a detailed analysis of preserved areas will be submitted with the preliminary plat application.

A wetland investigation took place fall 2018 and Notice of Decision was received from the Board of Water and Soil Resources October 20, 2020. It was determined that there are 2 wetlands on the site. The total acreage of both is 0.24. The current concept plan proposes to impact both wetlands.

Land Use

The proposed 40-acre plan consists of 90 new single family lots (91 lots if including Holasek's existing residence and new lot) with a lot size of 65 feet wide and 140 feet deep (~0.21 acres). The homes in Founders Ridge that average out to be 75 feet wide and approximately 0.25 acres.

The parcels of land that this development encompasses are currently zoned Open (O), which is a 'holding zone' until they develop. The area in question will be rezoned to a more appropriate zoning district, such as Planned Residential Development (PRD).

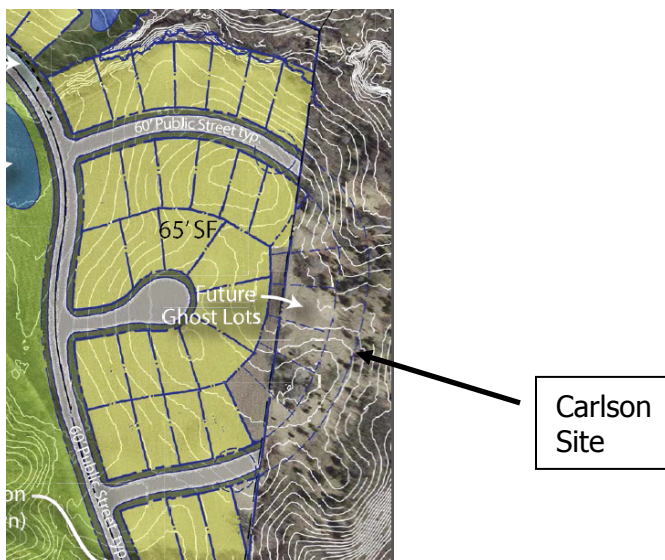
Layout

The neighborhood will be accessed from Big Woods Boulevard via a road connection south of Percheron Boulevard, as well as extensions of Founders Path and Carver Path located in the Founders Ridge neighborhood. In the future, a connection will exist with the City's construction of a north/south collector road south of Big Woods Boulevard and Savanna Way. There are three cul de sacs proposed off the internal streets of the development. The Holasek residence at 3985 Big Woods Boulevard will be incorporated into the northeasterly cul de sac. Street stubs will be provided on the west to the proposed collector road, the south to the Lano property, and on the east to the Carlson property. Sidewalks will be an extension of the existing Founders Ridge neighborhood.

The edges of the development are already generally defined due to the layout of the existing road stubs and proposed community park. In sum, the layout of the lots appear to be in a formation that meets what was anticipated for this area.

Carlson Lot

The stubs on the east side abutting Carlson's shows a ghost plat on how the stubs can connect when the Carlson site develops. It is showing a looping street, which appears to fit the topography of the Carlson site in a logical way. This ghost plat is meant to be a visual understanding of how the site could develop, however, the site will have to come in for separate planning approvals when it is ready to proceed forward.



Transportation/ROW/Construction Traffic

The Concept Plan proposes to provide for a network of internal residential roadways with connectivity to arterial roadways. Specifically, Founders Path is extended to the west to provide access to the development area. Founders Path will terminate at the western edge of the development to connect in to the future collector road. The extension that lines up with Percheron Boulevard will act as the main north-south thoroughfare for the development and will stub on the south side as it abuts Lano's property. The existing driveway access on Big Woods Boulevard (CR 44) for Holasek's site will be removed and access will come from the new development.

The current concept plan appears to show road right-of-way widths that are consistent with the City's typical 60 foot wide ROWs as they are matching up with the stub streets of Founders Path and Carver Path.

Construction traffic needs to be evaluated for routes into this new development. The developer will have to work with the City Engineer and Carver County to determine an appropriate route. A construction traffic plan should be submitted for review in the preliminary submittal.

Utilities

Sewer and water utilities are available.

Stormwater

Stormwater ponding is proposed as a part of this proposal; 3 ponding areas have been delineated on the plan. It will be required that the developer provides adequate maintenance access into these areas to be shown during their preliminary submittal. Maintenance accesses and ponds need to be in separate outlots of the proposed site, and not on parkland or private property. Stormwater ponding will have to meet all Carver County WMO and City standards.

Setbacks

Minimum setbacks proposed are front setbacks of 25 feet, rear setbacks of 20 feet, side setbacks of 7.5 feet, and corner setbacks are 15 feet.

In addition to the above, the development must meet the following setbacks:

SETBACKS	
Direction	Setback
Wooded Steep Slopes	50 feet building setback and 30 feet no grade/no mow setback
Wetlands	30 feet
County Road 44	125 feet from centerline
Collector Road/Savanna Way	100 feet from centerline

Architecture & Anti Monotony

DR Horton will be the sole builder in this development. The proposed homes will be 1- and 2-story single family designs, which are similar to the homes DR Horton has built in Chaska in the Sagewood. They anticipate offering approximately 9 floor plans ranging in size from 1,900 to 3,400 square feet. Each floor plan will have multiple elevation options, which will create variety throughout. Pricing is anticipated to start in the lower \$500,000s.

City ordinance dictates that housing may not be similar within two houses to each side, directly across the street or diagonal from the house in question. This ordinance also requires that homes provide LP Smartside on the front elevations, at least 4 inch window trim on all windows, and provide varied color packages on homes within one home on each side and directly across the street. In addition, 360 architecture will be required on homes/elevations on corners and/or homes/elevations that abut major roadways. This ordinance has been very successful in other newer residential developments.

Trails & Sidewalks

There are no trails proposed as a part of this development application therefore trail fees will be required. The Comprehensive Plan calls out a trail along the future collector road. The trail has been installed on the east side of the collector road north of Big Woods Boulevard at 10 feet wide. The trail will travel south on the east side of the road and abut the west side of this proposed development. A public trail has also been installed on the north side of Big Woods Boulevard to the Highway 212 intersection when construction on County Road 44 was completed.

The developer will be required to provide sidewalks on both sides of the streets up to the bulbs of cul de sacs per City policy. The developer will need to show this in their preliminary submittal.

Screening, Landscaping & Tree Preservation

Because this development abuts major roadways (Big Woods Boulevard/CR 44 and the future collector road/Savanna Way) it will be important that the homes that back up to this use have adequate screening. The berming and landscaping done on both these roads in Founders Ridge and The Harvest shall be carried through with this development. This will need to be shown in the preliminary submittal.

Trees will be required in the boulevard in order to meet the City's Boulevard Tree Policy. It should be noted that the boulevard is the area between the sidewalk and the street.

Tree Preservation will be evaluated more in the preliminary submittal. The applicant will have to conduct and submit a tree survey during that time. The site area shows a couple areas of existing trees. One area on the southeast side that abuts Founders Ridge, which is proposed to remain, and one area on the north side that abuts the existing Holasek home at 3985 Big Woods Boulevard. This northerly area is proposed to be developed, however. Staff would advise evaluating this area more in terms of how it could be a screening method from Big Woods Boulevard. It will be important in the preliminary to show where tree preservation will occur.

Ravines & Wooded Steep Slopes

As noted in the last section, there appears to be two separate ravines and potential wooded steep slope areas that encompass the plan. One on the southeast side that abuts the existing Founders Ridge development's southern edge and one that abuts the east side of the existing home at 3985 Big Woods Boulevard. The southeasterly area is proposed to remain for a majority, however, there are still areas that appear to be impacted with the new development. The extension of Carver Path will have to impact a portion of the ravine system. The northerly area is near the existing home at 3985 Big Woods Boulevard. Some of this area has already been preserved and incorporated into the Founders Ridge development. It will be important before the preliminary to determine the accurate delineation of wooded steep slopes in the field with staff.

Parkland

Parkland is not proposed as a part of this development. It will be required of the developer to pay park dedication fees. There is a community park (~52 acres) planned that is adjacent to this proposed development. This neighborhood would have direct access to this park.

Development Costs (Infrastructure Improvements)

The City of Chaska has a number of area-wide development cost such as, but not limited to:

- Arterial Road Network
- Collector Roads
- Storm Sewer
- Trails
- Parks

Prior to final platting, the developer will need to work with City Staff to determine which of these are applicable and what those fees will be.

Neighborhood Meeting

The developer conducted a neighborhood meeting on November 4, 2021 to go over the concept plan.

PLANNING COMMISSION ACTION TAKEN 11/10/2021:

Motion to recommend to City Council approval of the Rivertown Heights Concept Plan for a 91-lot subdivision on 40 acres of land, subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
 - a. Project Narrative (pgs 1-3), prepared by DR Horton, dated October 5, 2021
 - b. Regional Context, prepared by Westwood, dated September 29, 2021
 - c. Existing Conditions, prepared by Westwood, dated September 29, 2021
 - d. Site Forces, prepared by Westwood, dated September 29, 2021
 - e. Concept Plan, prepared by Westwood, dated September 30, 2021
2. Adherence with the City Engineer's Memo, dated November 10, 2021.
3. Adherence with the Carver County Public Works Memo, dated November 4, 2021.
4. Preservation of the wooded steep slopes, including 30-foot buffer and a 50-foot setback from that wooded steep slope if present on site.
5. Provision of a field walk to determine wooded steep slope line on the site, and to be determined prior to preliminary submittal.
6. Provision that all lot lines are outside 30 foot no grade/no mow setback from wooded steep slopes and to be shown on the preliminary submittal.

7. Provision that Holasek residence meets the proposed setbacks for the development, and to be shown on the plans at preliminary submittal.
8. Adherence to the City's Boulevard Tree Policy and local street section design.
9. Provision that boulevard trees are placed between the sidewalk and street.
10. Provision of adequate berming and landscaping along north edge abutting County Road 44 and along the west edge abutting the future collector road consistent with Harvest West and Savanna Estates, and to be addressed at Preliminary submittal.
11. Provision to further evaluate tree preservation efforts near the north side of the site abutting Big Woods Boulevard, and to be submitted with a Tree Preservation Plan at preliminary submittal.
12. Provision of sidewalks on both sides of all local streets up to the bulb of cul de sacs, and to be shown on plans at preliminary submittal.
13. Adherence to the following building setbacks:
 - a. Front (house): 25 feet
 - b. Rear: 20 feet
 - c. Side(house/garage): 7.5 feet
 - d. Side (corner): 15 feet
14. Adherence to the 125 foot centerline building setback from County Road 44 and to be shown on the preliminary plans.
15. Adherence to the 100 foot centerline building setback from the future collector road (Savanna Way) and to be shown on the preliminary plans.
16. Prior to final plat approval, developer shall enter into an agreement with the City for the provision of necessary infrastructure and associated development costs.
17. Compliance with the City's anti-monotony and design requirements zoning ordinance (Section 9.28).
18. Provision of developer responsibility to remove any hazardous trees or limbs on site as determined by the Public Works Director, prior to issuance of a building permit.
19. Provision of a storm water management plan meeting City and Carver County WMO standards.
20. Provision that adequate maintenance accesses are provided for the stormwater ponds, to be located in separate outlots, and to be shown on the plans at preliminary submittal.
21. Provision that stormwater ponds are located within the development area, not on park land, and to be shown on the plans at preliminary submittal.
22. Provision of a wetland delineation report to be completed and provided at time of preliminary submittal.
23. Provision of a construction traffic plan to be submitted at preliminary submittal.
24. No direct vehicular access onto County Road 44 or the future collector road/Savanna Way.
25. Provision of temporary cul de sacs at the two stub streets abutting the Carlson property, and to be reviewed and approved by the City Engineer.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2021-75 approving the Rivertown Heights Concept Plan for a 91-lot subdivision on 40 acres of land (PC #2021-18).

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE NOVEMBER 15, 2021 **RESOLUTION NO.** 2021-75

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

**Resolution approving the Concept Plan for Rivertown Heights/D R Horton/P.C. No.
2021-18**

WHEREAS, the 91-lot detached single-family proposal on approximately 40-acres of property is located south of County Road 44 (Big Woods Blvd) and west & south of the Founders Ridge development on both Holasek and Scooter Enterprise's land; and

WHEREAS, the neighborhood will be accessed from Big Woods Boulevard via a road connection south of Percheron Boulevard, as well as extensions of Founders Path and Carver Path located in the Founders Ridge neighborhood; and

WHEREAS, in the future, a connection will exist with the City's construction of a north/south collector road south of Big Woods Boulevard and Savanna Way; and

WHEREAS, the Holasek residence at 3985 Big Woods Boulevard will be incorporated into the northeasterly cul de sac; and

WHEREAS, the existing driveway access on Big Woods Boulevard (CR 44) for Holasek's site will be removed and access will come from the new development; and

WHEREAS, street stubs will be provided on the west to the proposed collector road, the south to the Lano property, and on the east to the Carlson property; and

WHEREAS, sidewalks will be an extension of the existing Founders Ridge neighborhood; and

WHEREAS, maintenance accesses and ponds need to be in separate outlots of the proposed site, and not on parkland or private property; and

WHEREAS, there are no trails proposed as a part of this development application therefore trail fees will be required; and

WHEREAS, the Comprehensive Plan calls out a trail along the future collector road; and

WHEREAS, the trail has been installed on the east side of the collector road north of Big Woods Boulevard at 10 feet wide; and

WHEREAS, the trail will travel south on the east side of the road and abut the west side of this proposed development; and

WHEREAS, because this development abuts major roadways (Big Woods Boulevard/CR 44 and the future collector road/Savanna Way) it will be important that the homes that back up to this use have adequate screening; and

WHEREAS, the berming and landscaping done on both these roads in Founders Ridge and The Harvest shall be carried through with this development; and

WHEREAS, the site area shows a couple areas of existing trees; and

WHEREAS, one area on the southeast side that abuts Founders Ridge, which is proposed to remain, and one area on the north side that abuts the existing Holasek home at 3985 Big Woods Boulevard; and

WHEREAS, this northerly area is proposed to be developed, however, and staff would advise evaluating this area more in terms of how it could be a screening method from Big Woods Boulevard; and

WHEREAS, it will be important before the preliminary to determine the accurate delineation of wooded steep slopes in the field with staff; and

WHEREAS, parkland is not proposed as a part of this development, and it will be required of the developer to pay park dedication fees; and

WHEREAS, on November 10, 2021 the Planning Commission recommended approval to the City Council of the Rivertown Heights Concept Plan for a 91-lot subdivision on 40 acres of land (PC #2021-18); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Rivertown Heights Concept Plan for a 91-lot subdivision on 40 acres of land (PC #2021-18), subject to the aforementioned stipulations and the following conditions:

1. Approvals shall be based on the following graphic exhibits:
 - a. Project Narrative (pgs 1-3), prepared by DR Horton, dated October 5, 2021
 - b. Regional Context, prepared by Westwood, dated September 29, 2021
 - c. Existing Conditions, prepared by Westwood, dated September 29, 2021
 - d. Site Forces, prepared by Westwood, dated September 29, 2021
 - e. Concept Plan, prepared by Westwood, dated September 30, 2021
2. Adherence with the City Engineer's Memo, dated November 10, 2021.
3. Adherence with the Carver County Public Works Memo, dated November 4, 2021.
4. Preservation of the wooded steep slopes, including 30-foot buffer and a 50-foot setback from that wooded steep slope if present on site.
5. Provision of a field walk to determine wooded steep slope line on the site, and to be determined prior to preliminary submittal.
6. Provision that all lot lines are outside 30 foot no grade/no mow setback from wooded steep slopes and to be shown on the preliminary submittal.
7. Provision that Holasek residence meets the proposed setbacks for the development, and to be shown on the plans at preliminary submittal.
8. Adherence to the City's Boulevard Tree Policy and local street section design.
9. Provision that boulevard trees are placed between the sidewalk and street.
10. Provision of adequate berming and landscaping along north edge abutting County Road 44 and along the west edge abutting the future collector road consistent with Harvest West

and Savanna Estates, and to be addressed at Preliminary submittal.

11. Provision to further evaluate tree preservation efforts near the north side of the site abutting Big Woods Boulevard, and to be submitted with a Tree Preservation Plan at preliminary submittal.
12. Provision of sidewalks on both sides of all local streets up to the bulb of cul de sacs, and to be shown on plans at preliminary submittal.
13. Adherence to the following building setbacks:
 - a. Front (house): 25 feet
 - b. Rear: 20 feet
 - c. Side(house/garage): 7.5 feet
 - d. Side (corner): 15 feet
14. Adherence to the 125 foot centerline building setback from County Road 44 and to be shown on the preliminary plans.
15. Adherence to the 100 foot centerline building setback from the future collector road (Savanna Way) and to be shown on the preliminary plans.
16. Prior to final plat approval, developer shall enter into an agreement with the City for the provision of necessary infrastructure and associated development costs.
17. Compliance with the City's anti-monotony and design requirements zoning ordinance (Section 9.28).
18. Provision of developer responsibility to remove any hazardous trees or limbs on site as determined by the Public Works Director, prior to issuance of a building permit.
19. Provision of a storm water management plan meeting City and Carver County WMO standards.
20. Provision that adequate maintenance accesses are provided for the stormwater ponds, to be located in separate outlots, and to be shown on the plans at preliminary submittal.
21. Provision that stormwater ponds are located within the development area, not on park land, and to be shown on the plans at preliminary submittal.
22. Provision of a wetland delineation report to be completed and provided at time of preliminary submittal.
23. Provision of a construction traffic plan to be submitted at preliminary submittal.
24. No direct vehicular access onto County Road 44 or the future collector road/Savanna Way.
25. Provision of temporary cul de sacs at the two stub streets abutting the Carlson property, and to be reviewed and approved by the City Engineer.
26. Provision of a signage plan providing notification for the future residents of Rivertown Heights of the proposed community park and lights consistent with Founders Ridge signs, and to be submitted at Preliminary Submittal.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 15th day of November, 2021.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk



City of Chaska Memorandum

To: Planning Commission
From: Matt Clark, City Engineer
Date: November 10, 2021
Subject: RiverTown Heights Development

The concept plan of River Town Heights of nearly 40 acres in SW Chaska is consistent with the planned residential housing that will abut the Founder's Ridge neighborhood. As a part of the City's comprehensive planning in southwest, trunk sewer and water utilities were provided with the Founders Ridge development and are readily available to serve the new development. The recent highway upgrades to CSAH 44 constructed all turn lanes for a full access into the development was constructed at Percheron Boulevard. The layout is very consistent with the planning the City completed as a part of the master planning in the area including the new park property.

The Engineering comments/conditions regarding the proposed concept plan are as follows:

- 1) Although it's not being constructed with this development, the design of the future collector road for Savanna way will need to be accommodated with the preliminary planning process in regards to the street, utility, and grading plans with the development.
- 2) Storm water and wetland impacts that are proposed for the development will need to be review with state and county agencies. The plan currently shows ponding over City property which will need to be incorporated within the planned development area. Site grading will need to address the rolling terrain of the development area as well as the creek system that serves the large portion of offsite drainage south of Dakota Court. With this in mind, the City is in the early stages of evaluating stormwater needs for the park and the storm water plan will need to meet City and CCWMO requirements for run-off rates, volume control and erosion elimination.
- 3) Wetlands that are proposed to be impacted will require state and local agency approves with an approved mitigation plan. The wetland delineation report should be resubmitted with preliminary application.



**Carver County
Public Works**

11360 Highway 212, Suite 1
Cologne, MN 55322

November 4, 2021

City of Chaska
c/o Elizabeth Hanson, AICP
City Planner
952-448-9200
EHanson@chaskamn.com

Re: Development / Access Review Comments: Rivertown Heights Concept Plan located on nine parcels including PIDs #300070120 and 302020010 adjacent to County State Aid Highway (CSAH) 44 (Big Woods Blvd.)

Thank you for the opportunity to review the subject development in the City of Chaska. Consistent with the County Comprehensive Plan and County Codes, and other official controls of the County, the following are comments and recommended conditions of approval and as potential requirements for any necessary permits to be issued for the project.

1. Regarding access onto the County Highway –
 - a. This development meets the threshold for the requirement of a Traffic Impact Analysis (TIA) based on the number of proposed units. The purpose of the TIA is to analyze traffic impacts, safety, and operations at the intersections of CSAH 44/Savanna Way and CSAH 44/Percheron Blvd. The County and City conducted significant engineering analysis of these intersections as part of a recent reconstruction project and as part of the Highway 212/CSAH 44 interchange project.
 - i. County staff reviewed the development assumptions used in the engineering analysis for the CSAH 44 reconstruction project and concludes that the subject development concept proposal is consistent with previous engineering analysis and study. The TIA requirement is waived due to the engineering analysis recently completed as part of the CSAH 44 reconstruction project and the finding of consistency of the proposed development concept with the assumptions from the existing study.
 - ii. The intersections adjacent to this development (CSAH 44/Savanna and CSAH 44/Percheron Blvd.) were reconstructed to operate sufficiently with the trip generation from the proposed development. The CSAH 44/Percheron Blvd. intersection was reconstructed to accommodate future striping of an eastbound right turn lane, which will be required to be implemented with this development.
 - b. The County's Access Spacing Map in the 2040 Comprehensive Plan (Figure 4.14) identifies this segment of CSAH 44 as Category 5B, which guides full access intersection spacing at ¼ mile intervals and secondary (limited) intersection spacing at 1/8 mile intervals. The concept proposes to connect to existing intersections on CSAH 44 with approximate spacing distance of 0.2 miles. The spacing between the Savanna Way and Percheron Blvd. intersection is approximately 0.2 miles and the spacing between Percheron Blvd. and

CARVER COUNTY

Founders Way/Cascade Dr. intersection is approximately 0.22 miles.

- i. The proposed access spacing between intersections matches the existing intersections and is within the general guidance of the access spacing policy.
2. Regarding highway right of way –
 - a. CSAH 44 at the location east of the Savanna Way intersection is a 2-lane divided urban roadway facility with a trail on the north side and sidewalk on the south side. The existing right of way varies and is approximately 75 ft. from the centerline of the roadway adjacent to the subject property.
 - b. The existing right of way is consistent with the County's 2040 Comprehensive Plan for this type of highway typical section (Figure B.6). Right of way dedication consistency along the subject development will need to be worked out through the platting process and verified by County Surveyor.
 - c. Stormwater and drainage for the ponds within the subject development adjacent to CSAH 44 shall adhere to the Joint Powers Agreement between the County and City (Contract 19-068, dated March 8, 2019).
 - d. Noise mitigation along CSAH 44 is recommended via increased setback, berm, and/or other screening of planned dwellings adjacent to CSAH 44.
 3. Regarding final approvals and required permits -
 - a. The County will need to review and approve the final grading plans for properties adjacent to CSAH 44. A grading permit will be required for grading work within the highway right of way.
 - b. Access permits will be required for new public street connections to CSAH 44.
 - c. The technical details of the final plat, its boundaries and form(s) will need to be reviewed and approved by the County Surveyor.
 - d. Prior to any work affecting or on County highways or in County right of way, the applicant shall coordinate plans with the County Engineer and obtain a Utility, Access, or Excavating/Filling/Grading Permit(s) from Carver County Public Works: (www.co.carver.mn.us/departments/public-works/quick-links/permits). Final details of locations, grades, and profiles affecting County roads as well as any utility connections will need to be reviewed and approved prior to any permits.
 - e. Any damages, modifications, or changes incurred on County highways from current or approved conditions will need to be remedied or updated at development expense, including costs incurred by the County.

These are the County's comments at this time. If you have any questions or need further assistance, please contact staff noted below:

Joan Guthmiller Administrative Technician Carver County Public Works 952.466.5201 jguthmiller@co.carver.mn.us	Angie Stenson AICP Sr. Transportation Planner Carver County Public Works 952.466.5273 astenson@co.carver.mn.us	Dan McCormick, P.E. PTOE Traffic Services Supervisor Carver County Public Works 952.466.5208 dmccormick@co.carver.mn.us
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RIVERTOWN HEIGHTS

Concept Plan Narrative

Chaska, MN

EXISTING CONDITIONS

Rivertown Heights is nearly 40-acres and located near the southeast intersection of Big Woods Boulevard and the future extension of Savanna Way, just west of the existing Founders Ridge neighborhood. The site is currently used for agricultural purposes and the existing home will be retained by the land seller.

Generally, the site has minimal tree coverage, except in the southeast portion. The wooded ravine is planned to remain to create a natural buffer between Rivertown Heights and the existing neighborhood. Tree removal will occur to extend Carver Path into the site. A tree survey has been completed and a detailed analysis of preserved areas will be submitted with the preliminary plat application.

A wetland investigation took place fall 2018 and Notice of Decision was received from the Board of Water and Soil Resources October 20, 2020. It was determined that there are 2 wetlands on the site. The total acreage of both is 0.24. The current concept plan impacts both wetlands.

NEIGHBORHOOD GOALS

The identified goals in creating this new neighborhood include the following:

- Providing a seamless transition of road and pedestrian connections
- Housing design and lot sizes that will complement the existing homes in and around Rivertown Heights
- Creating a neighborhood layout that is sensitive to the existing conditions, including availability of utilities, natural grades and drainage patterns
- Preservation of trees and buffer to existing homes
- Attractive neighborhood design with curvilinear street patterns and sidewalks to support a walkable environment

THE NEIGHBORHOOD

General Site Information

The proposed 40-acre neighborhood consists of 91 single family lots with a typical lot size of 65 feet wide by 140 feet deep. Minimum setbacks are proposed to be the following: front setback of 25 feet, side setback of 7 ½ feet, corner lot side setback of 15 feet and rear yard setback of 20 feet.

Initially, the neighborhood will be accessed from Big Woods Boulevard via a road connection south of Percheron Boulevard, as well as extensions of Founders Path and Carver Path located in the Founders Ridge neighborhood. In the future, a connection will exist with the City's construction of a north/south collector road south of Big Woods Boulevard and Savanna Way. Sidewalks will be an extension of the existing conditions.

The proposed homes will be 1- and 2-story single family designs, which are similar to the homes Horton has successfully marketed in Chaska. We anticipate offering approximately 9 floor plans ranging in size from 1,900 to 3,400 square feet. Each floor plan will have multiple elevation options, which will create variety throughout. Pricing is anticipated to start in the lower \$500,000s. A sample of the home designs accompany this application.

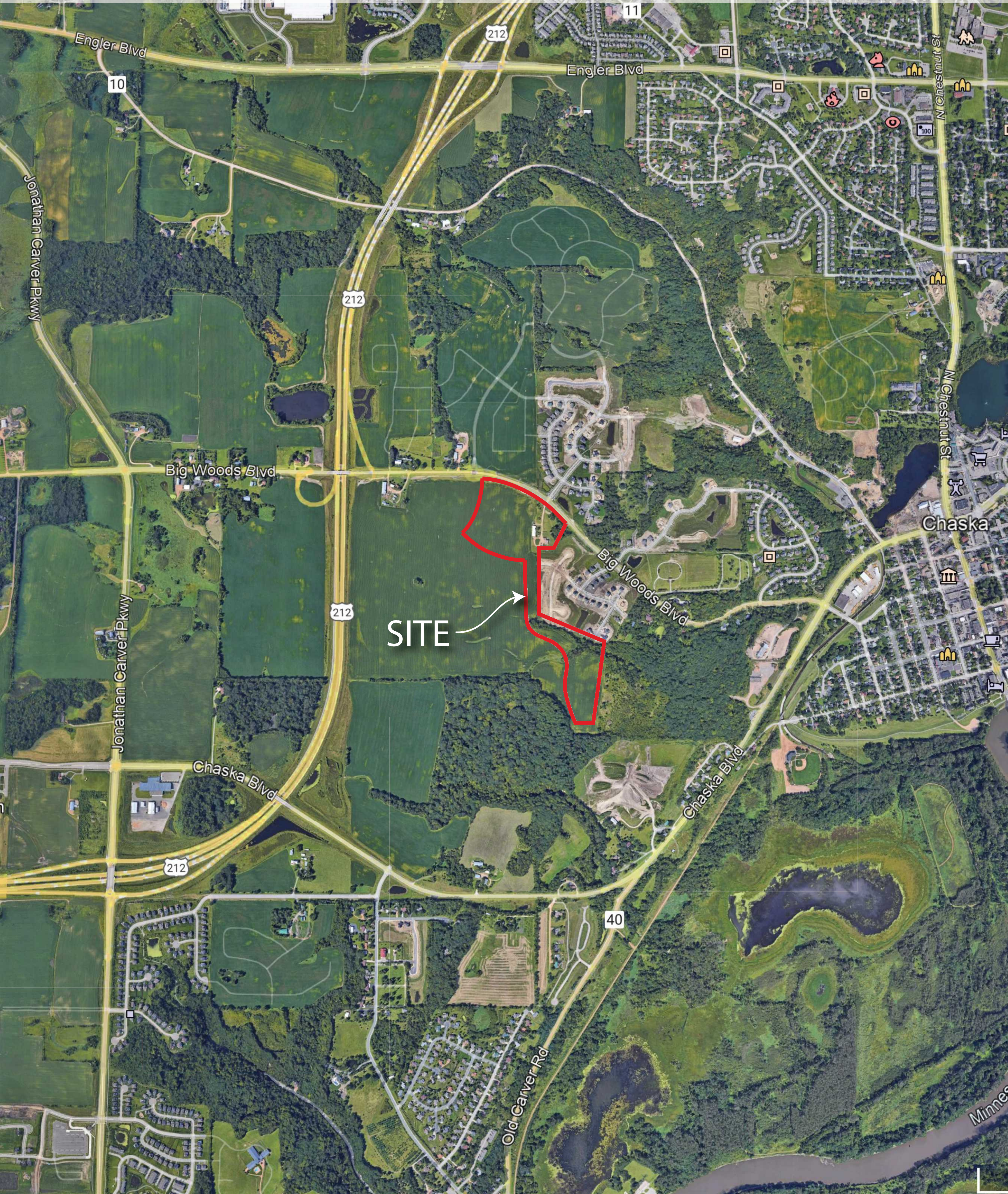
Layout

There are a number of site conditions that were reviewed and considered in the conceptual layout of Rivertown Heights. These include:

- Future north/south collector road. An access point is proposed to the future city-constructed collector road on the northwest boundary of Rivertown Heights. As such, no driveways will have direct access to the collector road.
- Existing ponding and infiltration. The proposed concept plan expands the existing ponding and infiltration that was constructed with the Big Woods Boulevard. There is proposed ponding in the southeast corner of the site with the potential ability to consolidate with the existing pond directly north. This will be further evaluated during the Preliminary Plat stage.
- Existing street connections. The neighborhood entrance from Big Woods Boulevard aligns with Percheron Boulevard to the north. Additionally, Founders Path and Carver Path are extended to create a seamless transition for both vehicular and pedestrian traffic.

- Future community park. Rivertown Heights is designed around the future community park, which will be a valuable amenity for this neighborhood.
- Tree Preservation. There is a wooded ravine located in the southeast portion of the site, just south of the existing Dakota Ridge cul de sac. This preserved area will create a natural buffer between the existing and proposed neighborhoods. A more detailed analysis of tree preservation will take place at the time of preliminary plat.
- Retained homestead. The site layout is designed to allow the land seller to retain their existing homestead and connect to public sewer & water.

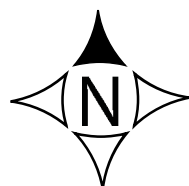
Regional Context



SITE

Chaska

River town Heights
Chaska, MN



Existing Conditions



Site forces



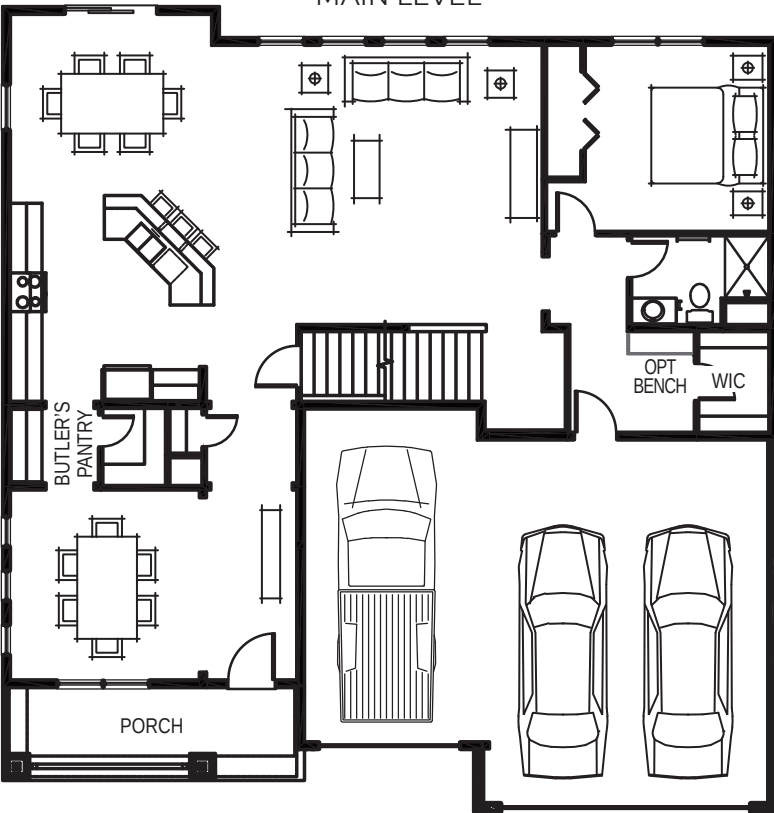
Concept Sketch Plan



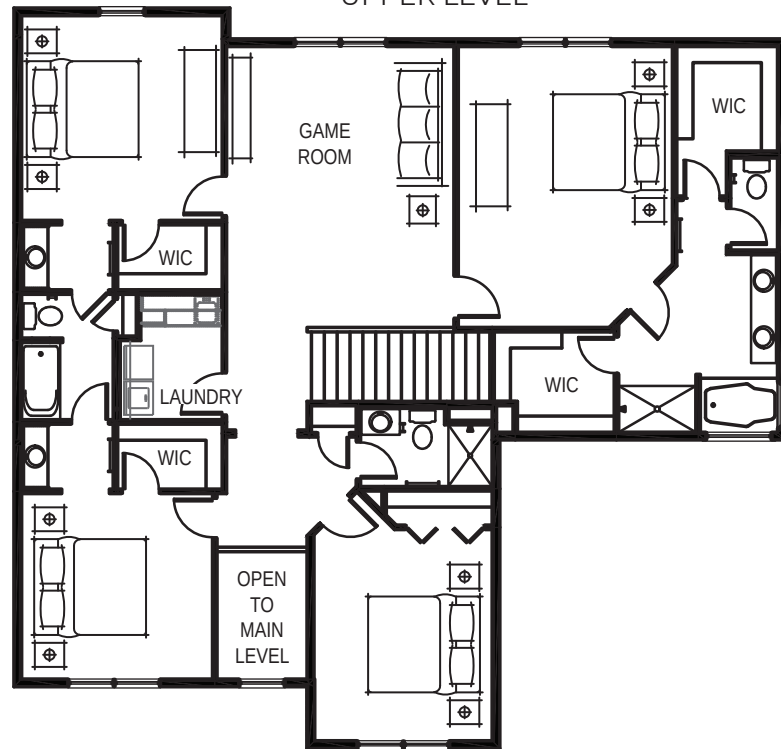
CONCEPT DATA:	
Gross Site Area:	39.5 ac.
Delineated Wetlands:	0.3 ac.
Openspace / Ponding:	7.5 ac.
Proposed 65' SF Lots:	91 lots
(Includes existing home on replatted lot)	
Overall Gross Density:	2.3 un/ac
91 units / 39.5 gross ac	
Overall Net Density:	2.9 un/ac
91 units / 31.7 ac (gross less wetlands & o.s./ponding)	
Aerial Photography from the State of Minnesota; Topography from State LIDAR	



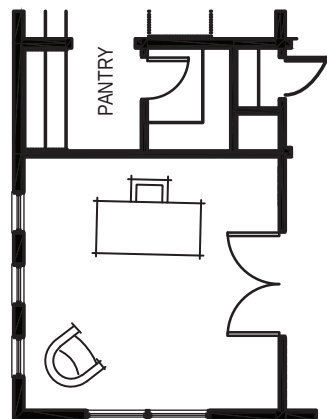
MAIN LEVEL



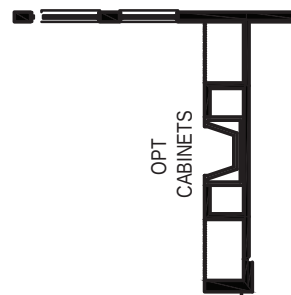
UPPER LEVEL



OPT STUDY



OPT GAS FIREPLACE



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AMERICAN CLASSIC A

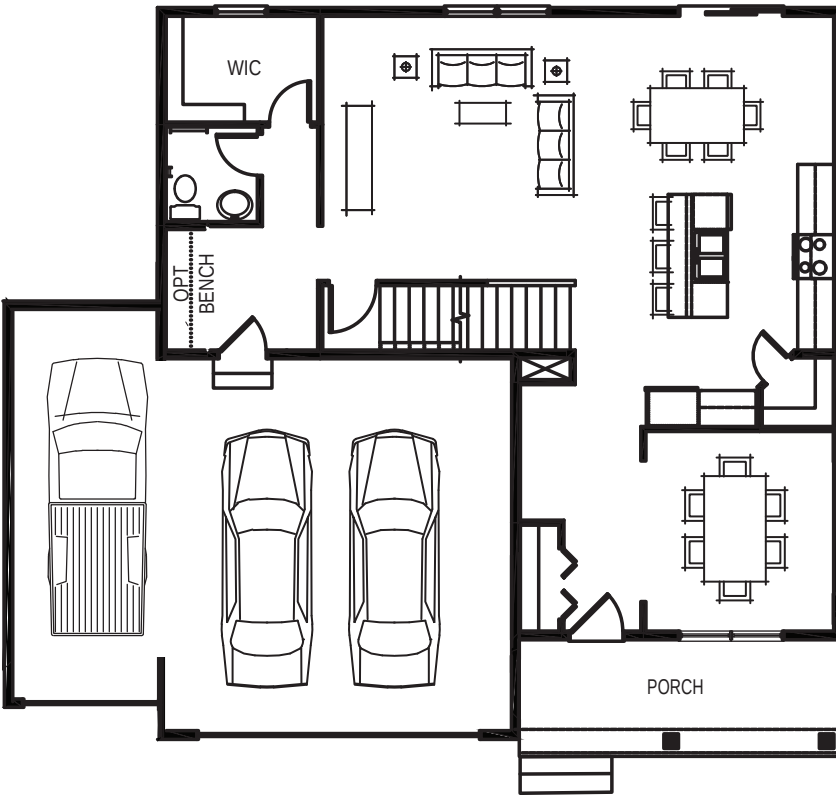


HEARTLAND COTTAGE C

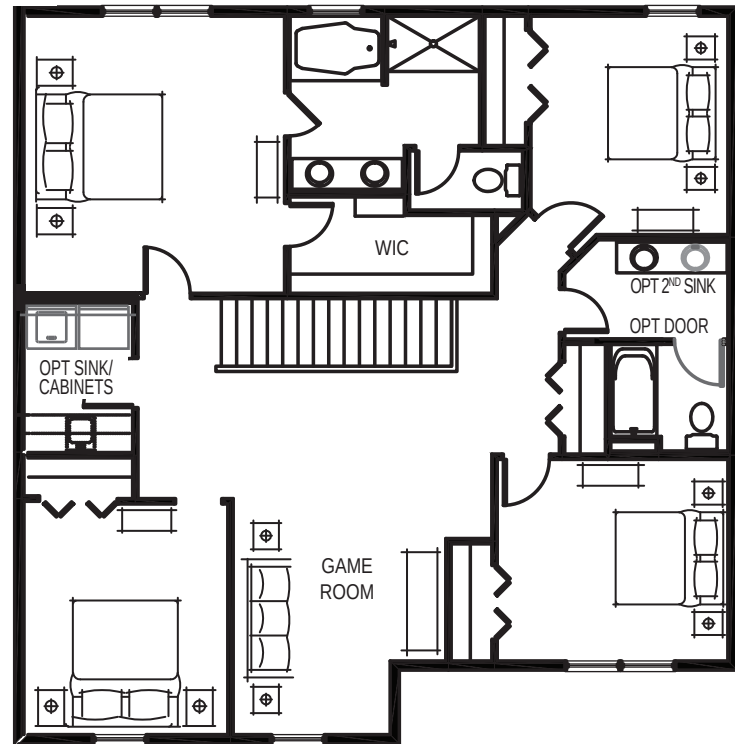


NORTHERN CRAFTSMAN B

MAIN LEVEL

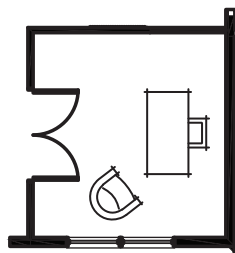


UPPER LEVEL

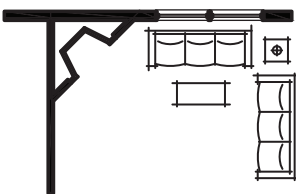


OPT BEDROOM PLAN W/ FULL BATH

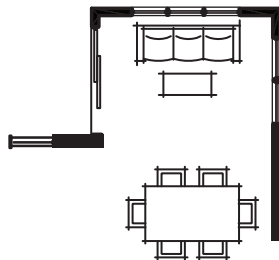
OPT STUDY



OPT GAS FIREPLACE



OPT SUNROOM



OPT 2X2 WINDOW

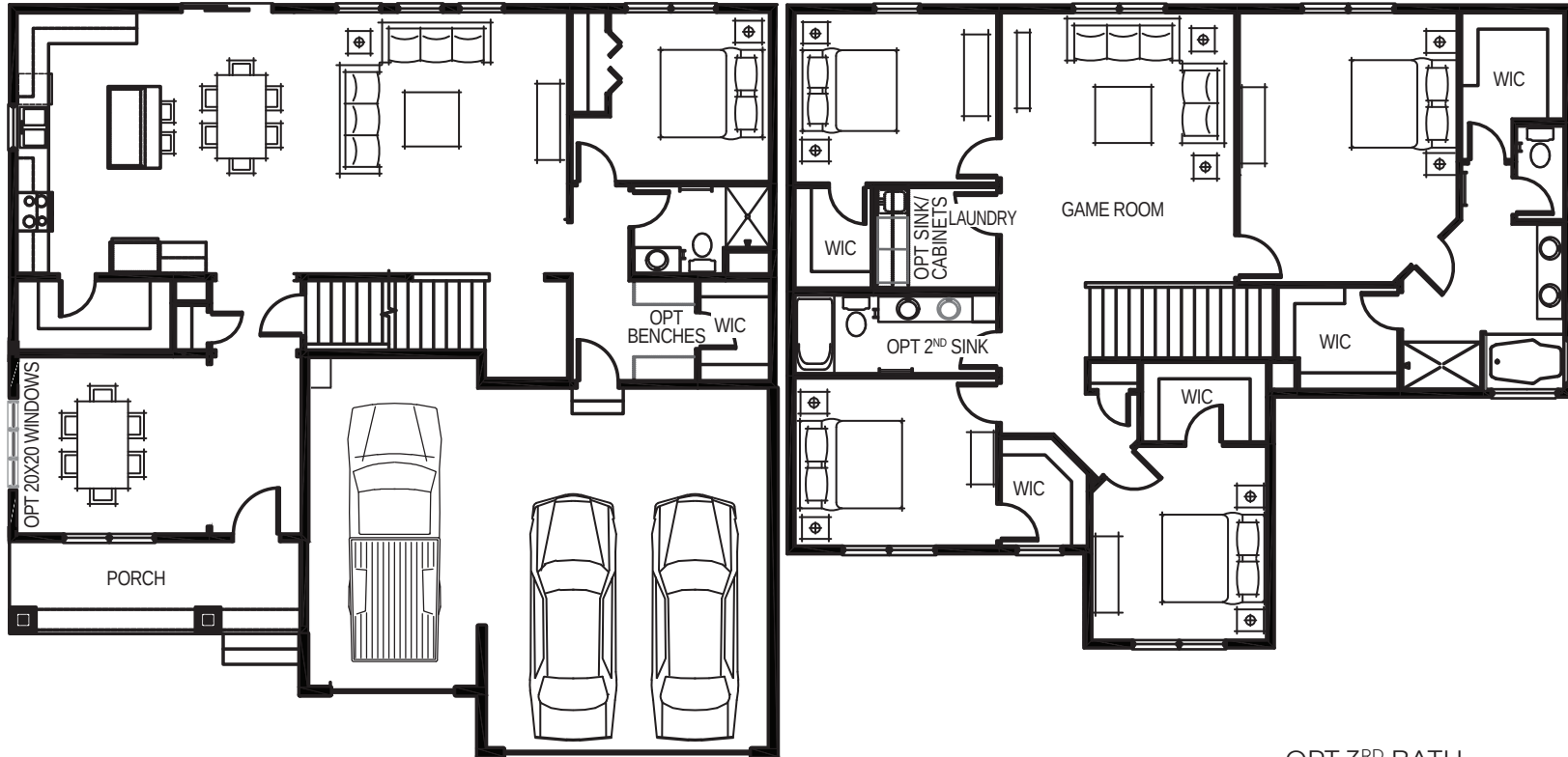
PORCH

iD.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates.



MAIN LEVEL

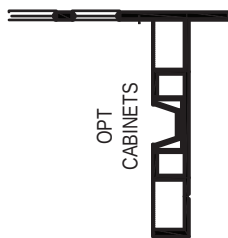
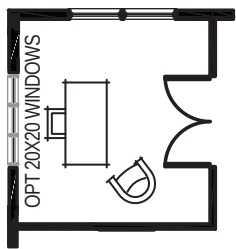
UPPER LEVEL



OPT 3RD BATH

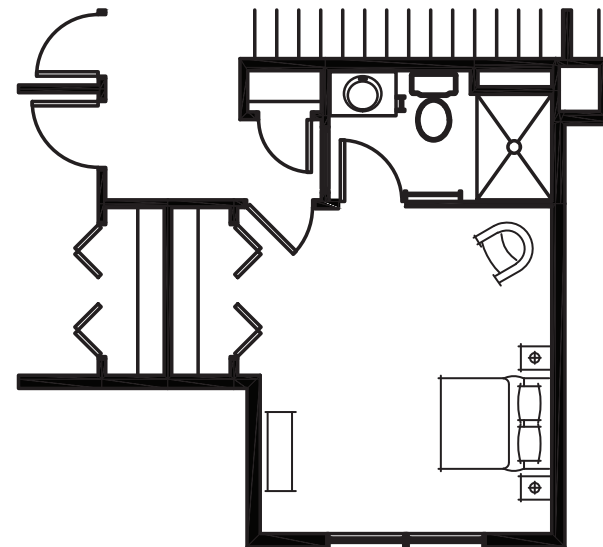
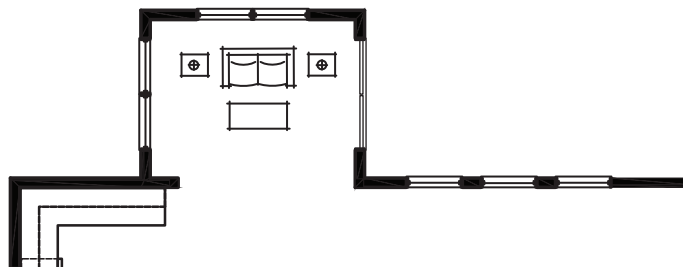
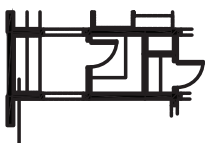
OPT STUDY

OPT GAS FIREPLACE



OPT BUTLER'S PANTRY

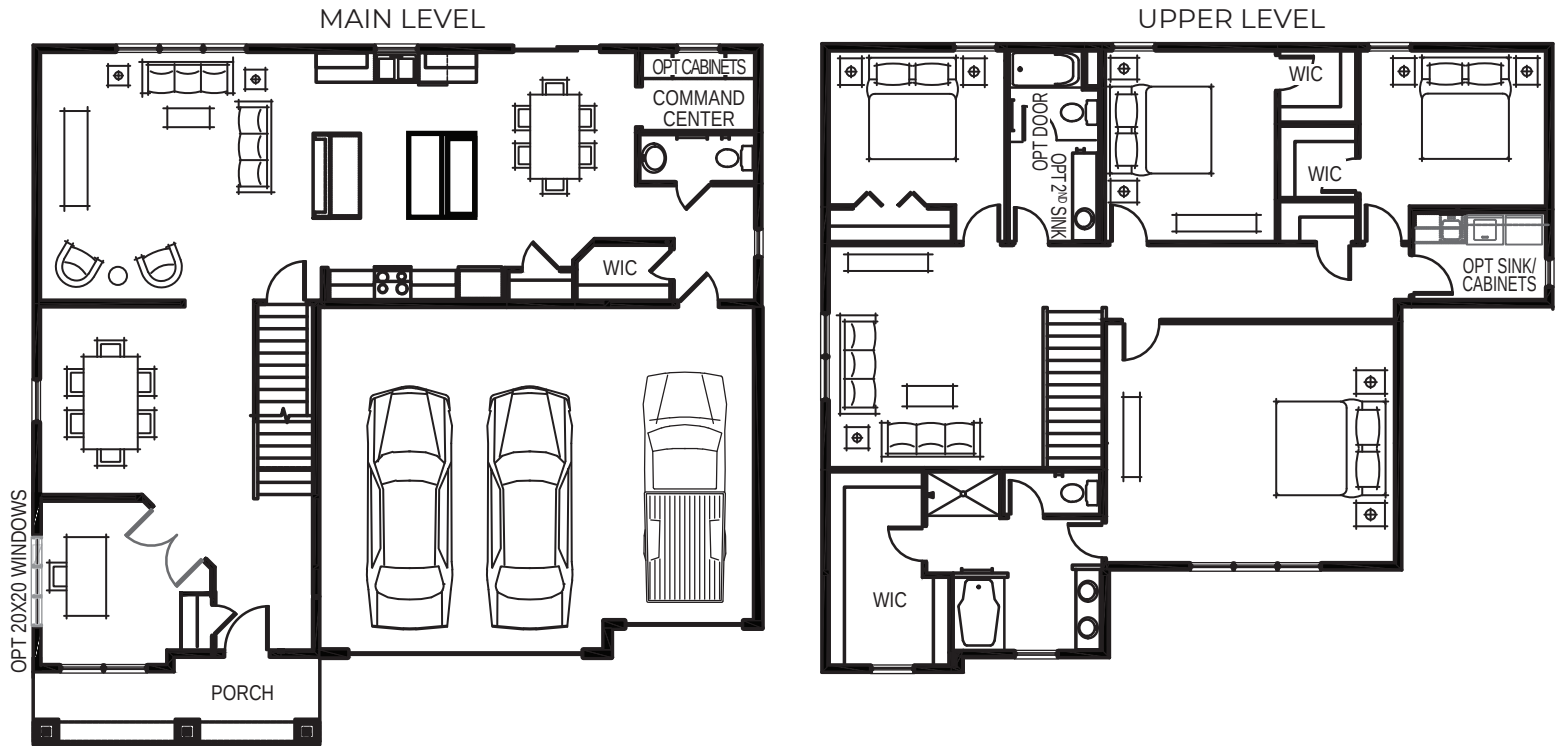
OPT SUNROOM



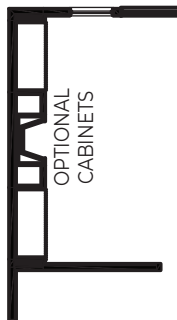
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THE REDWOOD

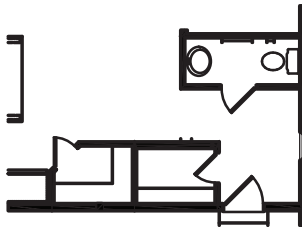




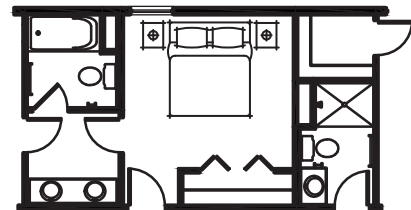
OPT GAS FIREPLACE



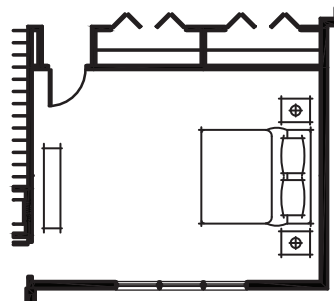
OPT WALK-IN PANTRY



OPT JACK & JILL PLUS
HALL BATH



OPT LINEN CLOSETS



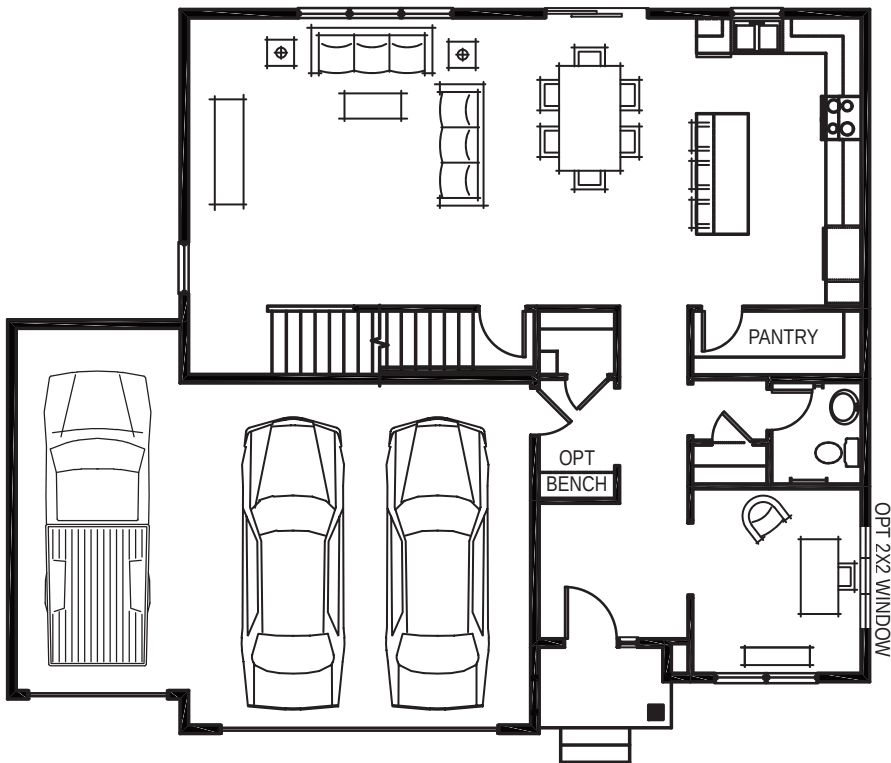
OPT SEE-THROUGH
GAS FIREPLACE



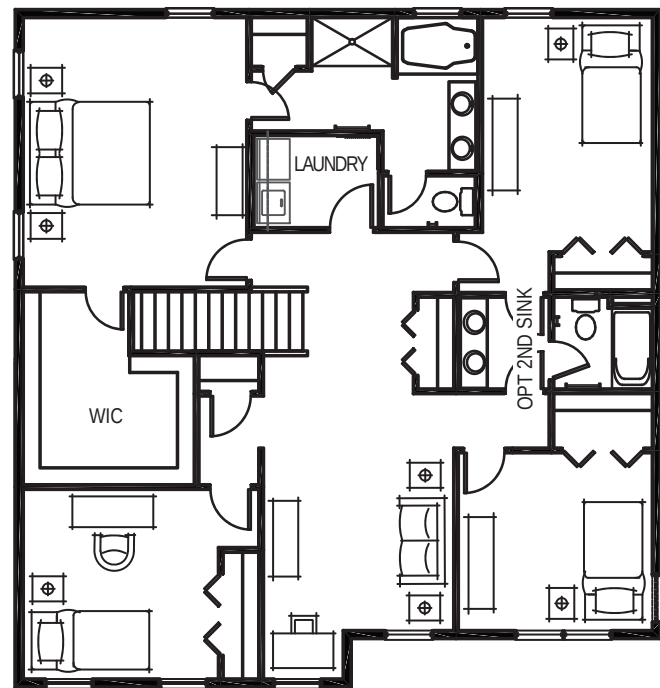
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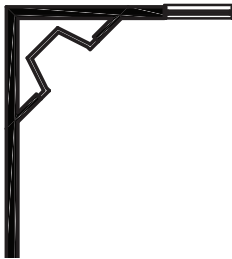
MAIN LEVEL



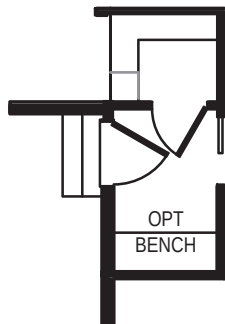
UPPER LEVEL



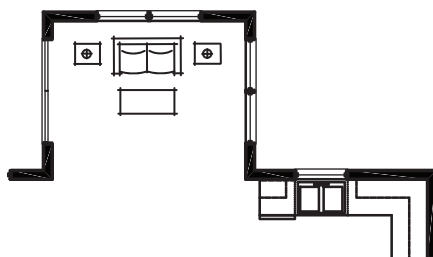
OPT GAS
FIREPLACE



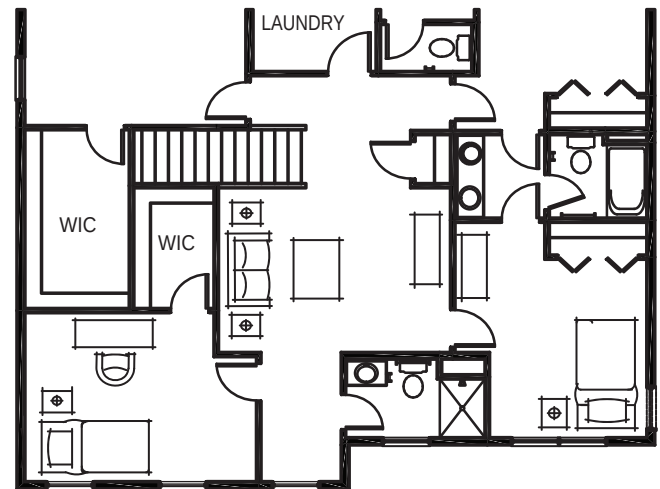
OPT POCKET
DOOR



OPT SUNROOM



OPT JACK & JILL 3RD BATH



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AMERICAN CLASSIC A



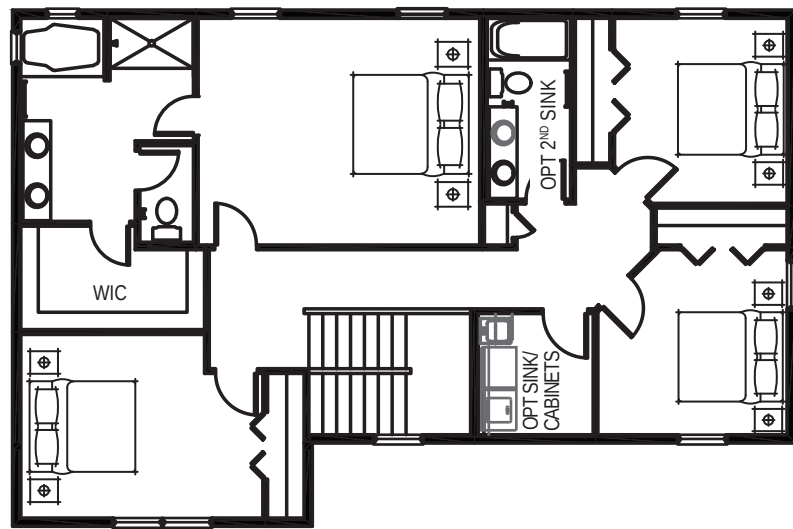
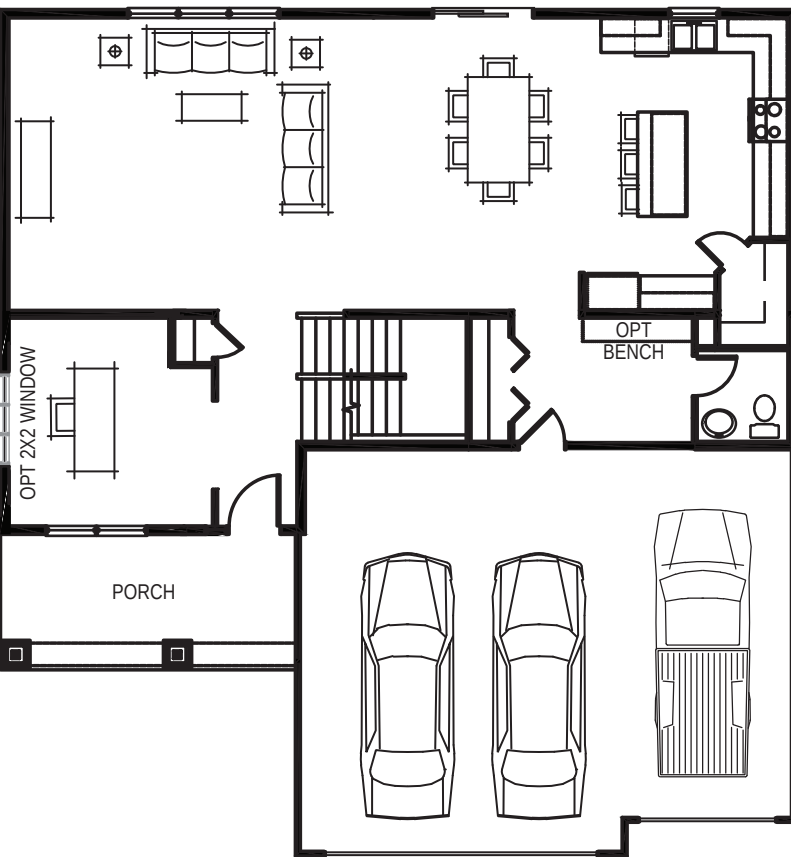
HEARTLAND COTTAGE C



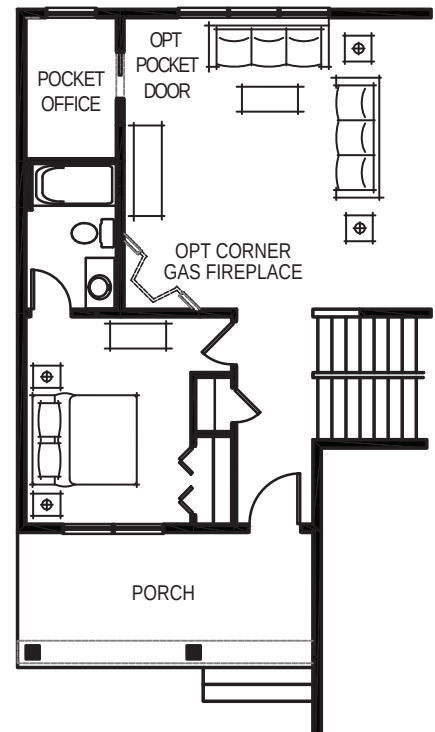
NORTHERN CRAFTSMAN B

MAIN LEVEL

UPPER LEVEL



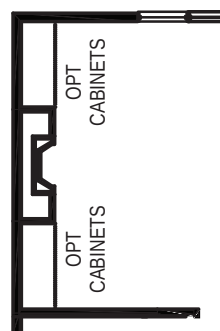
OPT MAIN LEVEL
BED, BATH, AND POCKET OFFICE



OPT LOFT IN LIEU OF BEDROOM



OPT GAS FIREPLACE



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THE BRIDGEWATER II



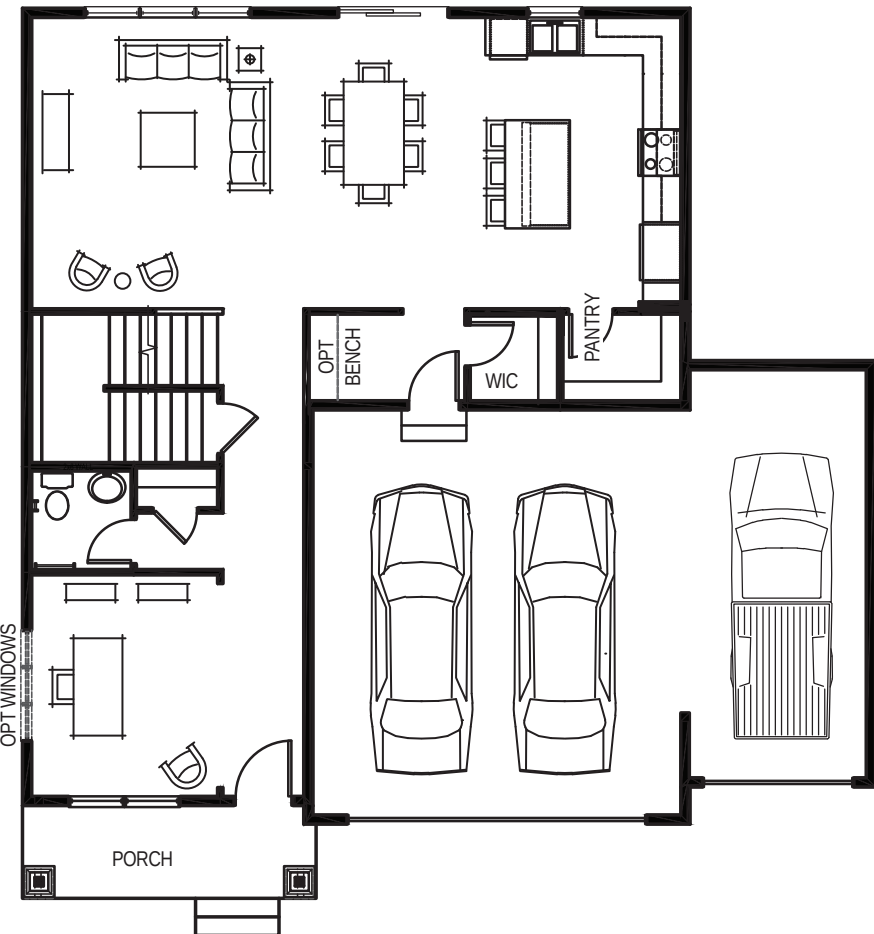
AMERICAN CLASSIC A



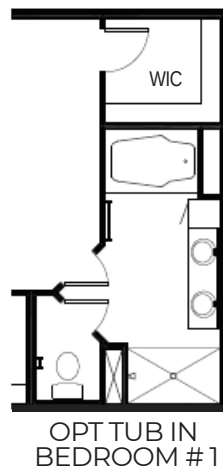
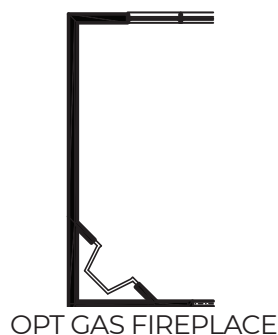
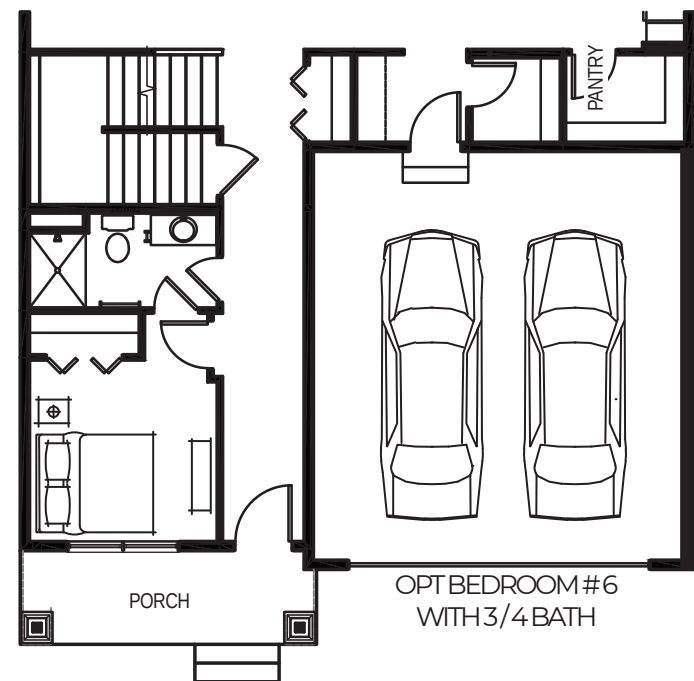
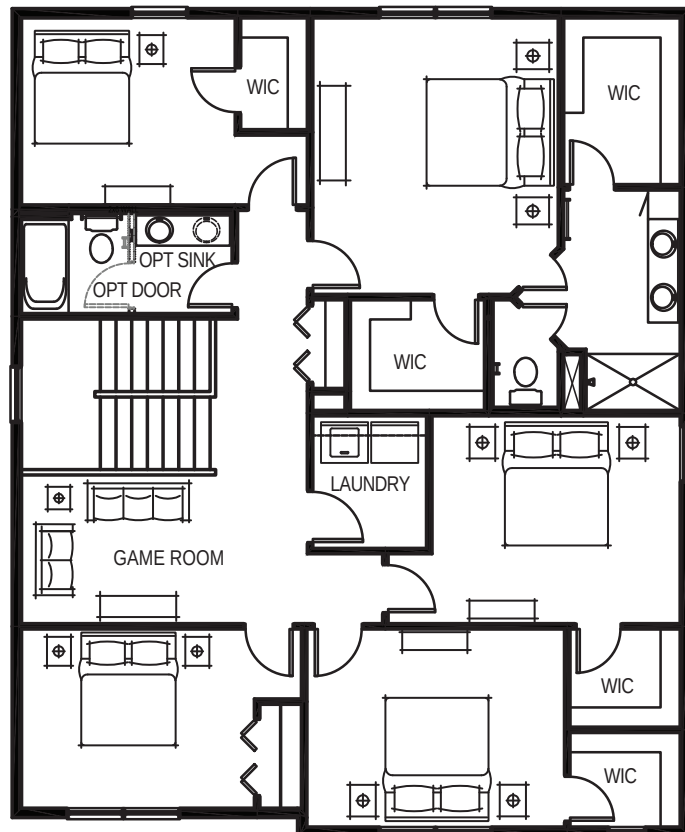
PRAIRIE D



MAIN LEVEL



UPPER LEVEL



D.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates.

Elizabeth Hanson

From: Peter Carlson <peterat.carlson@gmail.com>
Sent: Wednesday, November 10, 2021 11:25 AM
To: Kevin Ringwald; Elizabeth Hanson; Matt Clark
Cc: Linda Carlson; Michael Suel; Deb Ridgeway
Subject: [EXTERNAL]Update on DR Horton/Carlson land discussions
Attachments: DR Horton Property Layout analysis 11.10.21.pdf

Hi Kevin, Liz and Matt,

As there is a Planning meeting today on the DR Horton Concept Plan, I wanted to send an update to you on our recent discussions with DR Horton and their plan's impact on our family's land.

We met with Mike Suel and Deb Ridgeway on Monday of this week. Our primary topic was to talk through our concern about the planning/engineering for the two access points onto our property and ensuring the DRH plan doesn't prevent us from achieving the highest and best use of our bluff property. As currently reflected in the DRH Concept Plan, the northern access point would impact our ability to create one or two adjacent lots. There is also an open question about the design and alignment of lots residing on the boundary between the two parcels. To help show this, I've attached a PDF showing the overlay of the DRH Plan against what Alliant has prepared for us, taking into account city setbacks, rules, etc.

Mike and Deb agreed that this was something they would work with their engineering team to address. They said that they would connect our respective teams at Westwood and Alliant to see how the engineering could work. That hasn't happened yet, but I trust it will in the near future.

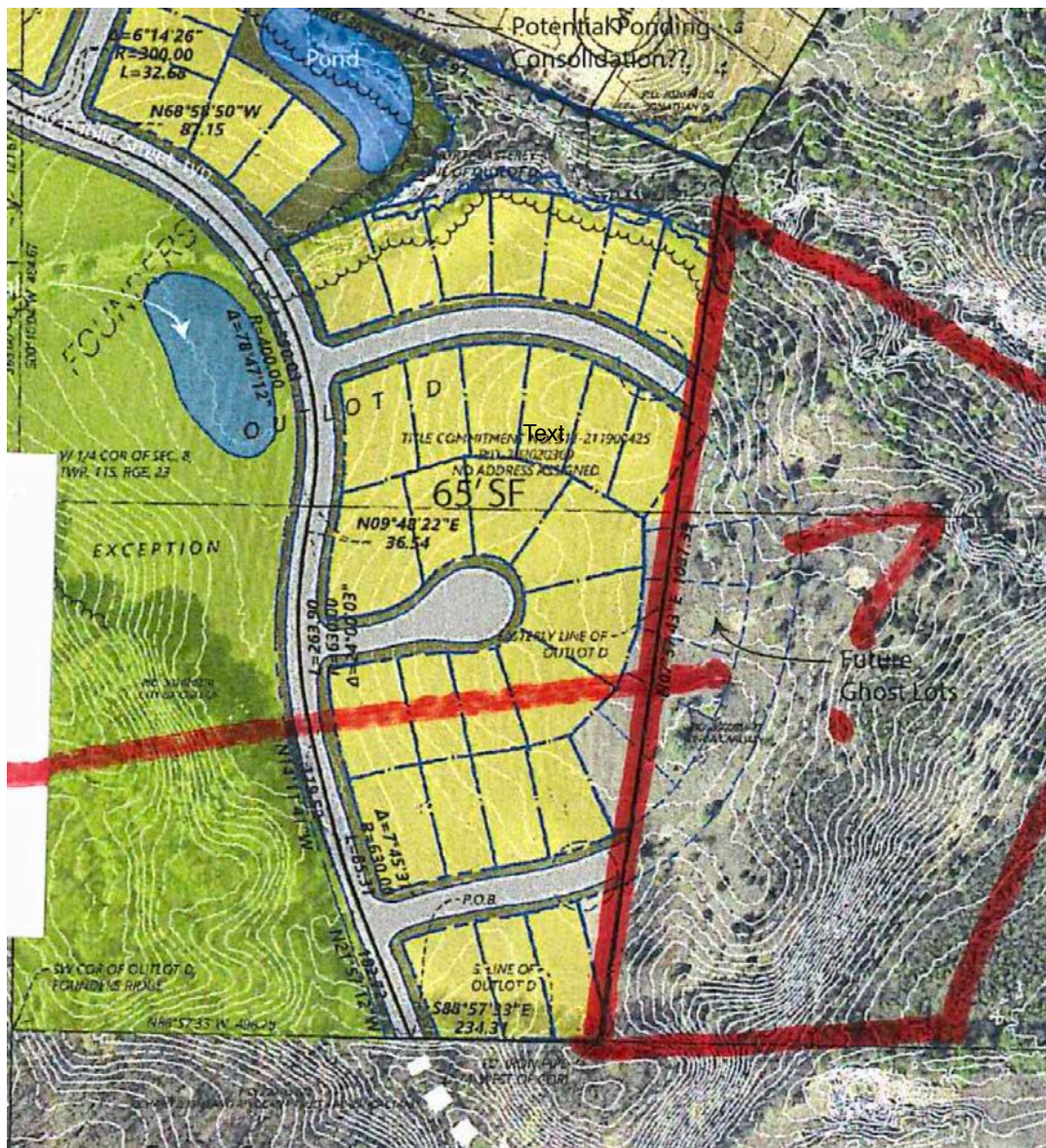
We are supporters of the DRH plan as a key next phase of the SW Chaska development. We appreciate the city's support as DR Horton refines and updates their plan to also allow the highest and best use of our property.

Thank you,

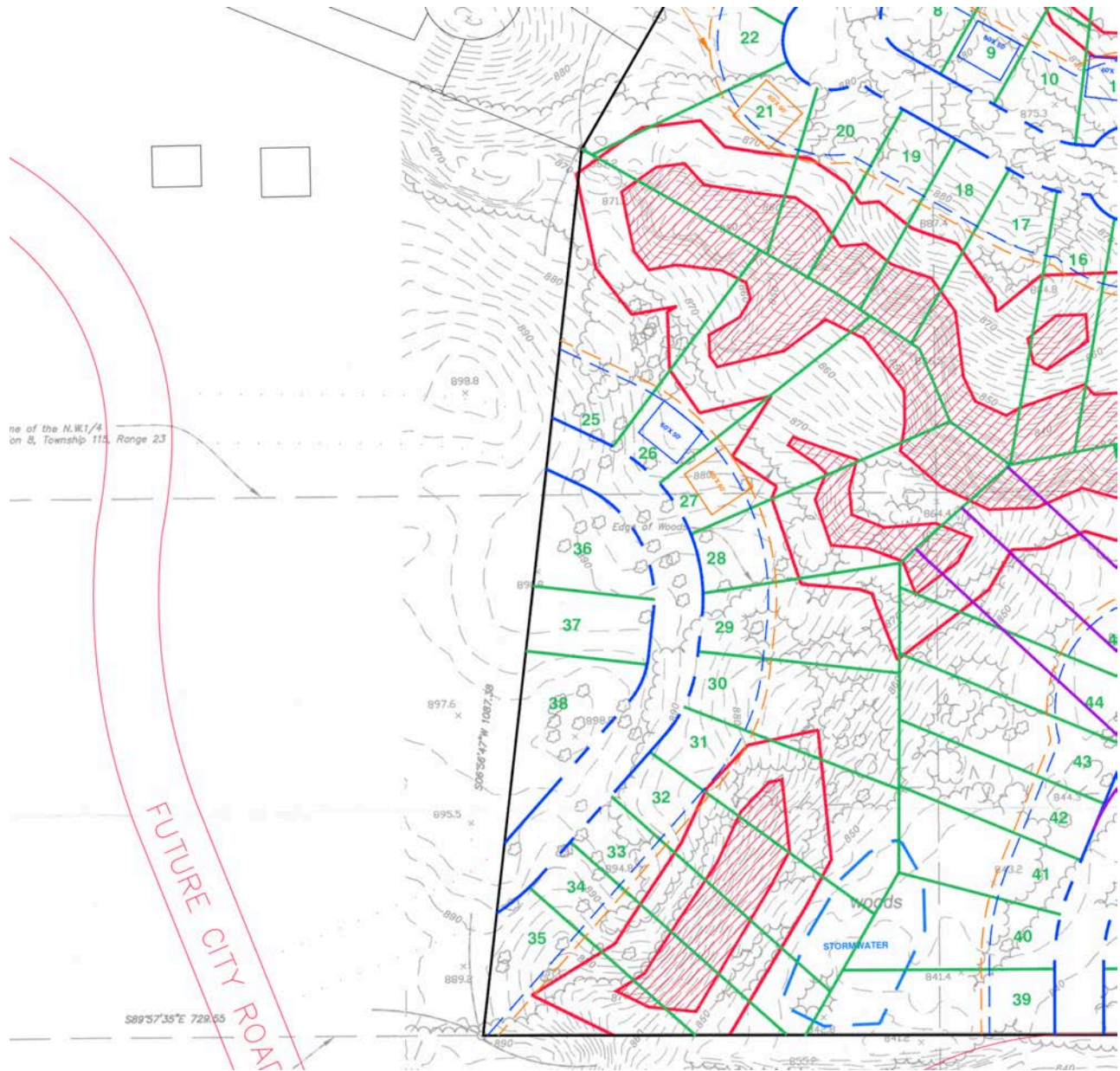
Peter

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or respond unless you recognize the sender and know the content is safe.

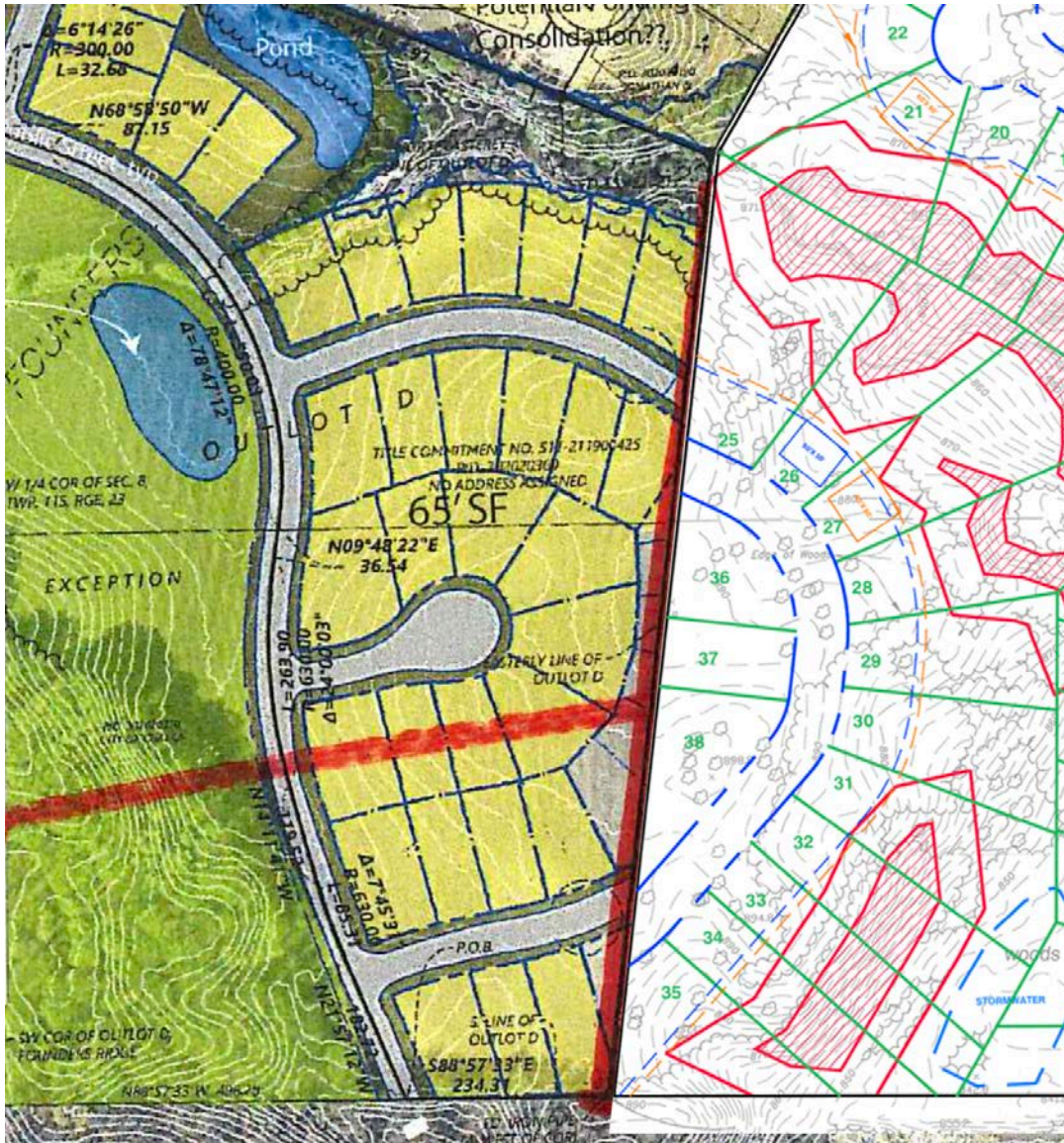
DR Horton Plan - Fall 2021 (City of Chaska)



Alliant Engineering for the same region



Overlay/Merge:
DR Horton Plan - Fall 2021 (City of Chaska)
Alliant Plan



CLAIMS ROSTER REPORT

FOR COUNCIL MEETING:

November 15, 2021

Paid and Unpaid Invoices:

Check #'s 340185-340361

\$1,495,706.88

Paid Electronic Invoices:

Wire #'s 2986-2997

\$1,798,041.91

Amount for Approval-Council Meeting:

November 15, 2021

\$3,293,748.79

Checks

11/12/2021 08:00 8482mrob		City of Chaska VENDOR INVOICE LIST				P 1 apinvlst			
INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100002 2ND WIND EXERCISE EQUIPMENT INC									
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CHECK DATE: 11/16/2021									
100006 SCOTT A HUTNICK									
94861		10/29/2021	110421	340185	450.00	11/15/2021	INV	PD	Animal Control-Oct
CHECK DATE: 11/04/2021									
103825 ACUSHNET COMPANY									
911700149		08/23/2021	111621	340201	159.48	10/22/2021	INV	PD	RESALE
CHECK DATE: 11/16/2021									
912044162		10/21/2021	111621	340201	469.20	11/20/2021	INV	PD	RESALE
CHECK DATE: 11/16/2021									
912044312		10/21/2021	111621	340201	439.50	11/20/2021	INV	PD	RESALE
CHECK DATE: 11/16/2021									
912087725		10/29/2021	111621	340201	135.73	11/28/2021	INV	PD	RESALE
CHECK DATE: 11/16/2021									
912097224		11/01/2021	111621	340201	101.52	12/01/2021	INV	PD	RESALE
CHECK DATE: 11/16/2021									
912104645		11/02/2021	111621	340201	126.19	12/02/2021	INV	PD	RESALE
CHECK DATE: 11/16/2021									
					1,431.62				
110173 ALL TRAFFIC SOLUTIONS INC									
SIN030088		10/19/2021	111621	340202	16,650.00	11/19/2021	INV	PD	Speed Trailer
CHECK DATE: 11/16/2021									
100062 ALLSTATE SALES & LEASING CORPORATION									
2106106923		10/01/2021	111621	340203	266.50	11/08/2021	INV	PD	#921 VACTOR REPAIR
CHECK DATE: 11/16/2021									
100103 ANCOM TECHNICAL CENTER									
104616		10/27/2021	111621	340204	275.00	11/27/2021	INV	PD	FD RADIO SERVICE
CHECK DATE: 11/16/2021									
106732 ANDERSON, SARAH									



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City of Chaska
VENDOR INVOICE LIST

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apinvlst

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100119 SHAKOPEE VALLEY FORD									
307665	FOW	10/26/2021	111621	340206	267.30	11/26/2021	INV	PD	Squad 1181 - Seat parts
CHECK DATE: 11/16/2021									
307870	FOW	10/27/2021	111621	340206	35.75	11/26/2021	INV	PD	Squad 1181 - Seat parts
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					303.05				
2011444.002		10/25/2021	111621	340207	500.00	11/25/2021	INV	PD	RFD PERMIT CHARGES-WEDDIN
CHECK DATE: 11/16/2021									
PAYEE: ARNOLD, EMILY									
100144 ASPEN EQUIPMENT COMPANY									
10232135		11/02/2021	111621	340208	2,512.40	12/02/2021	INV	PD	SNOW PLOW EDGES
CHECK DATE: 11/16/2021									
10232140		11/02/2021	111621	340208	983.40	12/02/2021	INV	PD	SNOW PLOW EDGES FOR PICKU
CHECK DATE: 11/16/2021									
					3,495.80				
100146 ASPEN MILLS INC									
282569		10/20/2021	111621	340209	39.21	11/19/2021	INV	PD	DUTY BELT-SCHMIDT
CHECK DATE: 11/16/2021									
282570		10/20/2021	111621	340209	59.99	11/19/2021	INV	PD	DUTY PANTS-ANDERSON
CHECK DATE: 11/16/2021									
					99.20				
104288 PHILIP MERL AWKER JR									
1010-2021		11/01/2021	111621	340210	720.00	11/30/2021	INV	PD	FIRE SPR PLAN REV-CHASKA
CHECK DATE: 11/16/2021									
100172 WC ENTERPRISES INC									
P45189837		10/29/2021	111621	340211	184.87	11/29/2021	INV	PD	WTP BACKUP BATTERIES
CHECK DATE: 11/16/2021									
P45192127		10/29/2021	111621	340211	49.94	11/29/2021	INV	PD	WTP EMERGENCY LIGHT & BAT
CHECK DATE: 11/16/2021									



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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
100174 BAUER BUILT TIRE AND BATTERY					234.81				
180275256		10/18/2021	111621	340212	199.88	11/18/2021	INV	PD	TOWN COURSE TIRES (2)
CHECK DATE:	11/16/2021								
180275843		11/02/2021	111621	340212	2,176.00	12/02/2021	INV	PD	#311 TIRES
CHECK DATE:	11/16/2021								
180275847		11/02/2021	111621	340212	1,392.00	12/02/2021	INV	PD	#112 FRONT TIRES
CHECK DATE:	11/16/2021								
180275848		11/04/2021	111621	340212	3,348.64	12/04/2021	INV	PD	#110 & #116 TIRES
CHECK DATE:	11/16/2021								
180276074		11/04/2021	111621	340212	339.87	12/04/2021	INV	PD	#2207 TIRES
CHECK DATE:	11/16/2021								
180276075		11/04/2021	111621	340212	539.52	12/04/2021	INV	PD	#705 TIRES
CHECK DATE:	11/16/2021								
110172 ROBERTA MAE TOUTGES					7,995.91				
94852		10/28/2021	111621	340213	250.00	11/28/2021	INV	PD	SIDING REPAIR 308 ELM ST
CHECK DATE:	11/16/2021								
100212 BONNEMA, ZACK									
94863		10/23/2021	111621	340214	199.36	11/23/2021	INV	PD	MILEAGE-CHIEFS CONF IN DU
CHECK DATE:	11/16/2021								
100214 BORDER STATES INDUSTRIES INC									
923110068	210146	10/28/2021	111621	340215	1,325.70	11/28/2021	INV	PD	40 = ELBOW LOAD BRK 1/0 S
CHECK DATE:	11/16/2021								
923137077	210148	11/02/2021	111621	340215	438.59	12/25/2021	INV	PD	12 = ELBOW 1/0 W/TEST POI
CHECK DATE:	11/16/2021								
100226 BRAUN INTERTEC CORPORATION					1,764.29				
B273086		11/08/2021	111621	340216	10,545.00	12/08/2021	INV	PD	CHASKA CREEK BLVD PHASE 2
CHECK DATE:	11/16/2021								
110175 BRAUNLICH, CRYSTAL									
2011450.002		10/28/2021	111621	340217	8.00	11/28/2021	INV	PD	REFUND ACCOUNT BALANCE



11/12/2021 08:00
8482mrob

City of Chaska
VENDOR INVOICE LIST

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apinvlst 4

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 11/16/2021		PAYEE: BRAUNLICH, CRYSTAL							
100254 BRYAN ROCK PRODUCTS INC									
50619		10/15/2021	111621	340218	257.68	11/15/2021	INV	PD	PAR 30 CART PATH
CHECK DATE: 11/16/2021									
50955		10/31/2021	111621	340218	177.66	11/30/2021	INV	PD	BASE MATERIAL
CHECK DATE: 11/16/2021									
					435.34				
110191 BURNETT, NIGEL									
2011417.002		10/12/2021	111621	340219	9.00	11/12/2021	INV	PD	RFD DAILY ADMISSION FEE
CHECK DATE: 11/16/2021									PAYEE: BURNETT, NIGEL
107909 VISTA OUTDOOR SALES LLC									
355716		10/28/2021	111621	340220	249.83	11/27/2021	INV	PD	RESALE
CHECK DATE: 11/16/2021									
360627		11/02/2021	111621	340220	240.13	12/02/2021	INV	PD	RESALE
CHECK DATE: 11/16/2021									
					489.96				
110184 BUTORAC, SONYA									
10009868		10/29/2021	111621	340221	150.00	11/29/2021	INV	PD	CREDIT BALANCE REFUND-408
CHECK DATE: 11/16/2021									
100287 CARVER COUNTY PUB HLTH/PLAN & WTR									
94999		11/03/2021	111621	340222	1,072.40	12/03/2021	INV	PD	REMIT FUNDS-IRRIGATION EF
CHECK DATE: 11/16/2021									
100323 CDW GOVERNMENT INC									
M264933		10/15/2021	111621	340223	408.16	11/14/2021	INV	PD	2 CCC MONITORS
CHECK DATE: 11/16/2021									
M295958		10/18/2021	111621	340223	67.80	11/17/2021	INV	PD	IT MONITOR CABLES
CHECK DATE: 11/16/2021									
M593064		10/22/2021	111621	340223	95.03	11/21/2021	INV	PD	IPAD CASE FOR MAYOR
CHECK DATE: 11/16/2021									
M631783		10/25/2021	111621	340223	618.54	11/24/2021	INV	PD	SCANNER FOR PD
CHECK DATE: 11/16/2021									

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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
100326 CEMSTONE PRODUCTS CO					1,189.53				
C2438986		10/19/2021	111621	340224	542.50	11/19/2021	INV	PD	REPLACE BAD SECTIONS OF S
CHECK DATE: 11/16/2021									
100332 CENTERPOINT ENERGY RESOURCES CORP									
105010300/OCT21		11/03/2021	111621	340225	4,550.32	12/01/2021	INV	PD	OCT 3210 CHASKA BLVD GAS
CHECK DATE: 11/16/2021									
109045922/OCT21		11/04/2021	111621	340225	9,126.11	12/02/2021	INV	PD	OCT 1661 PARK RIDGE DR GA
CHECK DATE: 11/16/2021									
109052076/OCT21		11/04/2021	111621	340225	4,956.85	12/02/2021	INV	PD	OCT 1611 PARK RIDGE DR GA
CHECK DATE: 11/16/2021									
100337 QWEST CORPORATION					18,633.28				
313692512/NOV21		11/01/2021	111621	340226	258.35	11/29/2021	INV	PD	NOV TC CLUBHS LOC PHN SVC
CHECK DATE: 11/16/2021									
313773369/NOV21		11/01/2021	111621	340226	99.11	11/29/2021	INV	PD	NOV CCC BURGLAR ALARM
CHECK DATE: 11/16/2021									
100338 QWEST CORPORATION					357.46				
202001327/OCT21		10/21/2021	110921	340191	40.95	11/16/2021	INV	PD	OCT T1 FOR PHONE SYSTEM
CHECK DATE: 11/09/2021									
100368 CHASKA LAUNDRY CENTER									
2215		10/31/2021	111621	340227	80.96	11/20/2021	INV	PD	OCT TOWELS-TC
CHECK DATE: 11/16/2021									
110182 CICH, ANGELA									
10005442		10/29/2021	111621	340228	73.63	11/29/2021	INV	PD	CREDIT BALANCE REFUND-410
CHECK DATE: 11/16/2021									
109942 MANSFIELD TOP SERVICES INC									
32009005005		11/01/2021	111621	340229	2,160.00	12/01/2021	INV	PD	Nov Curl/Event Cleaning
CHECK DATE: 11/16/2021									
42009001963		10/27/2021	111621	340229	412.50	11/26/2021	INV	PD	Oct Event Ctr Labor



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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: 11/16/2021									
100418 CLEARSOFT INC					2,572.50				
145-327		11/01/2021	111621	340230	75.00	11/27/2021	INV	PD	NOV FD WATER SOFTENER REN
CHECK DATE: 11/16/2021									
6204		10/25/2021	111621	340230	639.94	11/28/2021	INV	PD	Water Softener Salt-CCC
CHECK DATE: 11/16/2021									
104831 PACIFIC RIM VENTURES INC					714.94				
1329004-00		10/27/2021	111621	340231	410.08	11/27/2021	INV	PD	RESALE
CHECK DATE: 11/16/2021									
100419 CLOVER CONDOMINIUM ASSOCIATION									
00498838-7	210064	11/15/2021	111621	340232	365.17	12/01/2021	INV	PD	DEC COMMUNITY ROOM DUES
CHECK DATE: 11/16/2021									
109691 PRO-SHOPKEEPER COMPUTER SOFTWARE COMPANY									
350071		11/03/2021	111621	340233	625.00	12/03/2021	INV	PD	NOV TC SOFTWARE
CHECK DATE: 11/16/2021									
102867 TILLER CORPORATION									
211015		10/15/2021	110921	340192	23,045.72	11/15/2021	INV	PD	PAR 30/CORTINA WDS/CLOVER
CHECK DATE: 11/09/2021									
211031		10/31/2021	110921	340192	4,285.49	11/13/2021	INV	PD	PED BRIDGE ON MAIN TRAIL
CHECK DATE: 11/09/2021									
109773 COMMUNITY DESIGN GROUP INC					27,331.21				
FJ-008		11/02/2021	111621	340234	3,282.80	12/02/2021	INV	PD	Ped/Bike Plan-Oct
CHECK DATE: 11/16/2021									
100429 COORDINATED BUSINESS SYSTEMS LTD									
INV182055		11/04/2021	111621	340235	17.33	12/04/2021	INV	PD	HP M425DN
CHECK DATE: 11/16/2021									
110174 CUSTOM REMODELERS INC									



11/12/2021 08:00
8482mrob

City of Chaska
VENDOR INVOICE LIST

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apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
B 21-1408 CHECK DATE: 11/16/2021		10/28/2021	111621	340236	95.00	11/28/2021	INV	PD	RPD BLDG PERMIT-1359 CARD
100523 DARRELL R ERVASTI									
15229 CHECK DATE: 11/16/2021		10/22/2021	111621	340237	2,093.72	11/22/2021	INV	PD	MOUND CLAY FOR BASEBALL F
107812 SCOTT CONGDON									
5526 CHECK DATE: 11/16/2021		10/27/2021	111621	340238	73.00	11/26/2021	INV	PD	INSPECTION NOTICE FORMS
105629 DICKS SANITATION SERVICE INC									
DT0004225811 CHECK DATE: 11/16/2021		09/30/2021	111621	340239	503.32	11/05/2021	INV	PD	CITY HALL
DT0004278316 CHECK DATE: 11/16/2021		10/31/2021	111621	340239	772.33	11/29/2021	INV	PD	MSB
DT0004278317 CHECK DATE: 11/16/2021		10/31/2021	111621	340239	178.32	11/30/2021	INV	PD	FIRE STATION
DT0004278318 CHECK DATE: 11/16/2021		10/31/2021	111621	340239	503.32	11/30/2021	INV	PD	CITY HALL-OCT
DT0004278319 CHECK DATE: 11/16/2021		10/31/2021	111621	340239	213.42	11/30/2021	INV	PD	ATHLETIC PARK
DT0004278320 CHECK DATE: 11/16/2021		10/31/2021	111621	340239	147.42	11/30/2021	INV	PD	LION'S PARK
DT0004278321 CHECK DATE: 11/16/2021		10/31/2021	111621	340239	151.96	11/29/2021	INV	PD	VETERAN'S PARK
DT0004278322 CHECK DATE: 11/16/2021		10/31/2021	111621	340239	147.42	11/30/2021	INV	PD	COMMUNITY PARK
DT0004278323 CHECK DATE: 11/16/2021		10/31/2021	111621	340239	133.38	11/29/2021	INV	PD	MCKNIGHT PARK
DT0004278324 CHECK DATE: 11/16/2021		10/31/2021	111621	340239	133.38	11/30/2021	INV	PD	SUNSET PARK
					2,884.27				
100577 EASY PICKER GOLF PRODUCTS INC									
0168194-IN CHECK DATE: 11/16/2021		10/18/2021	111621	340240	221.01	11/17/2021	INV	PD	PICKER PARTS



11/12/2021 08:00
8482mrob

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
110104 RALNY FALLS VENTURES LLC									
10089A CHECK DATE: 11/16/2021		10/28/2021	111621	340241	1,260.80	11/28/2021	INV	PD	TURNOUT GEAR REPAIR
89 CHECK DATE: 11/16/2021		10/28/2021	111621	340241	1,260.00	11/28/2021	INV	PD	TURNOUT GEAR WASHED
					2,520.80				
102657 ENERGY MANAGEMENT SOLUTIONS INC									
10307 CHECK DATE: 11/16/2021		11/01/2021	111621	340242	7,148.29	12/06/2021	INV	PD	NOV RETAINER FEE
105728 FIDELITY SECURITY LIFE INSURANCE COMPANY									
165017066 CHECK DATE: 11/04/2021		10/26/2021	110421	340186	668.65	11/26/2021	INV	PD	NOV EMP INS PREM-VISION
100653 FERGUSON ENTERPRISES INC									
8863355 CHECK DATE: 11/16/2021		10/28/2021	111621	340243	32.41	11/28/2021	INV	PD	Parts for shower heads
100655 FERRELLGAS 7780961									
1117285282 CHECK DATE: 11/16/2021		11/03/2021	111621	340244	123.62	12/03/2021	INV	PD	PROPANE FORKLIFT
106319 CHAD JEREMY FIGG									
Oct 2021 CHECK DATE: 11/16/2021		11/02/2021	111621	340245	211.20	12/02/2021	INV	PD	Oct Tae Kwon Do
100672 BDG INC									
26779 CHECK DATE: 11/16/2021		10/25/2021	111621	340246	2,650.00	11/24/2021	INV	PD	#92 VACTOR PARTS FOR REPA
100707 GEAR FOR SPORTS									
41876995 CHECK DATE: 11/16/2021		11/03/2021	111621	340247	747.86	12/03/2021	INV	PD	Curling resale-men's tees
100717 GENERAL PARTS LLC									

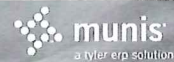


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8482mrob

City of Chaska
VENDOR INVOICE LIST

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apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6298477 CHECK DATE: 11/16/2021		10/25/2021	111621	340248	278.45	11/25/2021	INV	PD	OAK 19 ICE MAKER REPAIR
6298804 CHECK DATE: 11/16/2021		11/09/2021	111621	340248	757.43	12/09/2021	INV	PD	OAK 19 EQUIP PREV MAINT P
					1,035.88				
110190 GILLETTE, MEGHAN 2011416.002 CHECK DATE: 11/16/2021		10/12/2021	111621	340249	9.00	11/12/2021	INV	PD	RFD DAILY ADMISSION FEE PAYEE: GILLETTE, MEGHAN
100737 GMH ASPHALT CORPORATION 52492200-3 CHECK DATE: 11/16/2021		10/28/2021	111621	340250	529,713.45	11/28/2021	INV	PD	2021 DT RECONSTRUCTION
110185 GOHRE, BECKY 35189 CHECK DATE: 11/16/2021		10/29/2021	111621	340251	163.63	11/29/2021	INV	PD	CREDIT BALANCE REFUND-196
106901 INFLECTION.COM INC CIT02939040 CHECK DATE: 11/16/2021		10/31/2021	111621	340252	164.00	11/30/2021	INV	PD	OCT BACKGROUND CHECKS
105536 GOPHER STATE FIRE EQUIPMENT 128490 CHECK DATE: 11/16/2021		10/25/2021	111621	340253	208.36	11/25/2021	INV	PD	TC FIRE SYS INSPECT/SVC
101463 GOPHER STATE ONE CALL 1100281 CHECK DATE: 11/16/2021		10/31/2021	111621	340254	540.00	11/30/2021	INV	PD	OCTOBER LOCATES
100759 GRAINGER 9091197567 CHECK DATE: 11/16/2021		10/19/2021	111621	340255	285.78	11/18/2021	INV	PD	HEATER FOR BLUFF CREEK SU
9092917609 CHECK DATE: 11/16/2021		10/20/2021	111621	340255	48.24	11/19/2021	INV	PD	FURNACE FILTERS
9094176519 CHECK DATE: 11/16/2021		10/21/2021	111621	340255	137.16	11/20/2021	INV	PD	FILTERS FOR BOILER SYSTEM



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					471.18				
100772 MINNEAPOLIS ST PAUL REG ECON DEV PAR									
INV-0629		10/27/2021	111621	340256	10,500.00	11/27/2021	INV	PD	2021 ANNUAL INVESTMENT
CHECK DATE: 11/16/2021									
110186 HALVERSON, NEIL									
10015015		10/29/2021	111621	340257	68.53	11/29/2021	INV	PD	CREDIT BALANCE REFUND-317
CHECK DATE: 11/16/2021									
100810 HAWKINS INC									
6044906		10/18/2021	111621	340258	5,351.94	12/02/2021	INV	PD	WTP CHEMICALS
CHECK DATE: 11/16/2021									
6047719		10/22/2021	111621	340258	15.00	12/06/2021	INV	PD	DEMURRAGE
CHECK DATE: 11/16/2021									
					5,366.94				
110192 HENNES, JENNIFER									
2011438.002		10/22/2021	111621	340259	210.00	11/22/2021	INV	PD	RFD LIFEGUARD TRAINING
CHECK DATE: 11/16/2021									PAYEE: HENNES, JENNIFER
107645 HENNING PROFESSIONAL SERVICES INC									
111-9		11/04/2021	111621	340260	852.78	12/08/2021	INV	PD	6TH ST BRIDGE-2021 DT REC
CHECK DATE: 11/16/2021									
954-15		11/04/2021	111621	340260	1,493.45	12/08/2021	INV	PD	CITY SQUARE WEST
CHECK DATE: 11/16/2021									
					2,346.23				
100859 HOISINGTON KOEGLER GROUP INC									
017-038-31		11/09/2021	111621	340261	2,450.84	12/09/2021	INV	PD	CITY SQUARE WEST
CHECK DATE: 11/16/2021									
110177 HRON, NICHOLAS									
94870		10/08/2021	111621	340262	138.71	11/29/2021	INV	PD	MILEAGE-BASIC ARENA REFRI
CHECK DATE: 11/16/2021									
100878 HUEBSCH									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
84176/OCT2021 CHECK DATE: 11/16/2021		10/31/2021	111621	340263	1,452.73	11/10/2021	INV	PD	OCT RUG/MAT SVC
108162 HYDRO-DESIGNS INC									
0064168-IN CHECK DATE: 11/16/2021		10/31/2021	111621	340264	680.96	11/30/2021	INV	PD	RPZ TESTING MGT OCT 2021
100890 ICMA									
383985-2021 CHECK DATE: 11/16/2021		11/04/2021	111621	340265	1,331.03	12/04/2021	INV	PD	Podhradsky Dues 7-1-21 to
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP									
2021/1105-ICMA CHECK DATE: 11/09/2021		11/05/2021	110921	340193	6,635.11	11/05/2021	INV	PD	110521 Payroll 457 & Roth
104751 IMPACT MAILING OF MINNESOTA INC									
155226 CHECK DATE: 11/16/2021		10/19/2021	111621	340266	544.33	11/19/2021	INV	PD	Oct Disconnects
155405 CHECK DATE: 11/16/2021		10/27/2021	111621	340266	9,288.33	11/27/2021	INV	PD	Oct Bills
155406 CHECK DATE: 11/16/2021		10/28/2021	111621	340266	1,009.99	11/28/2021	INV	PD	Oct Reminders
155407 CHECK DATE: 11/16/2021		10/28/2021	111621	340266	303.42	11/28/2021	INV	PD	Oct Final Bills
					11,146.07				
110188 JOCHUM, JAMES									
2011460.002 CHECK DATE: 11/16/2021		11/01/2021	111621	340267	5.37	12/01/2021	INV	PD	REFUND ACCOUNT BALANCE PAYEE: JOCHUM, JAMES
102949 KENNEDY AND GRAVEN CHARTERED									
CH145-00021 SEP CHECK DATE: 11/16/2021		10/15/2021	111621	340268	306.25	11/27/2021	INV	PD	COMCAST FRANCHISE RENEWAL
107614 KIESLER POLICE SUPPLY INC									
IN176210 CHECK DATE: 11/16/2021		10/25/2021	111621	340269	270.00	11/24/2021	INV	PD	ARMOR CARRY BAGS-FD



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101018 KRISS PREMIUM PRODUCTS INC									
174323		10/26/2021	111621	340270	291.25	11/26/2021	INV	PD	Condensing Tower Chemical
CHECK DATE: 11/16/2021									
109954 KRUEGER EXCAVATING INC									
4306		08/11/2021	111621	340271	90,866.00	11/30/2021	INV	PD	LAKE GRACE STORM SEWER RE
CHECK DATE: 11/16/2021									
4307		08/11/2021	111621	340271	8,364.67	11/20/2021	INV	PD	LAKE GRACE STORM SEWER RE
CHECK DATE: 11/16/2021									
4311		08/17/2021	111621	340271	5,000.00	11/30/2021	INV	PD	LAKE GRACE STORM SEWER RE
CHECK DATE: 11/16/2021									
4381		10/15/2021	111621	340271	8,200.87	11/15/2021	INV	PD	LAKE GRACE STORM SEWER RE
CHECK DATE: 11/16/2021									
					112,431.54				
101043 LANO EQUIPMENT INC									
01-871839		10/28/2021	111621	340272	673.73	11/28/2021	INV	PD	BACKPACK BLOWER REPLACEME
CHECK DATE: 11/16/2021									
100371 LAWRENCE D CHAPMAN									
2110-001		10/29/2021	111621	340273	1,039.88	11/29/2021	INV	PD	EXPERT FOR METERING ARBIT
CHECK DATE: 11/16/2021									
101050 LAW ENFORCEMENT LABOR SERVICES INC									
November 2021		11/05/2021	110921	340194	1,524.00	11/05/2021	INV	PD	November 2021 Police Unio
CHECK DATE: 11/09/2021									
101056 LEAGUE OF MINNESOTA CITIES									
6845		10/18/2021	111621	340274	1,312.09	11/18/2021	INV	PD	BUS HIT CLAIMANTS CAR PAR
CHECK DATE: 11/16/2021									
101058 LEAGUE OF MINNESOTA CITIES									
354477		10/20/2021	111621	340275	25.00	11/27/2021	INV	PD	IPMA WEBINAR 10/19 HR
CHECK DATE: 11/16/2021									
101071 LENZEN CHEVROLET BUICK INC									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
301652		10/25/2021	111621	340276	64.95	11/26/2021	INV	PD	Squad 1092 key & programm
CHECK DATE:	11/16/2021								
84020		11/03/2021	111621	340276	128.09	12/03/2021	INV	PD	#40 CCC TAIL LIGHT
CHECK DATE:	11/16/2021								
					193.04				
101097 LOCATORS & SUPPLIES INC									
0296188-IN		10/28/2021	111621	340277	42.35	11/28/2021	INV	PD	TOUCH UP PAINT FOR TRANSF
CHECK DATE:	11/16/2021								
110118 LOCKRIDGE GRINDAL NAUEN PLLP									
112063		11/01/2021	111621	340278	3,333.33	12/01/2021	INV	PD	Lobbyist for City Square
CHECK DATE:	11/16/2021								
103842 LOCAL GOVERNMENT INFORMATION SYSTEMS									
51132		11/01/2021	111621	340279	775.00	12/01/2021	INV	PD	NOV SA SUPPORT
CHECK DATE:	11/16/2021								
105139 LUBE TECH AND PARTNERS LLC									
2752754		10/31/2021	111621	340280	1,871.98	11/30/2021	INV	PD	BULK DIESEL OIL
CHECK DATE:	11/16/2021								
2753866		11/01/2021	111621	340280	1,025.76	12/01/2021	INV	PD	#142 ELGIN HYDRAULIC OIL
CHECK DATE:	11/16/2021								
					2,897.74				
108044 LUCID BUILDERS									
3823 RED CEDAR WAY		11/03/2021	111621	340281	1,500.00	12/03/2021	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE:	11/16/2021								
105710 MACQUEEN EMERGENCY GROUP									
P01145		10/25/2021	111621	340282	2,764.25	11/25/2021	INV	PD	FD LOCKERS FOR GEAR
CHECK DATE:	11/16/2021								
P05859		10/15/2021	111621	340282	426.96	11/15/2021	INV	PD	E11 MIRRORS
CHECK DATE:	11/16/2021								
P05899		10/22/2021	111621	340282	20.26	11/22/2021	INV	PD	FIRE TRUCK PART
CHECK DATE:	11/16/2021								
P05916		10/26/2021	111621	340282	649.06	11/26/2021	INV	PD	FIRE TRUCK MIRRORS
CHECK DATE:	11/16/2021								



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
W03876		10/08/2021	111621	340282	-591.38	11/08/2021	CRM	PD	CREDIT FIRE #312
CHECK DATE: 11/16/2021									
101124 MACQUEEN EQUIPMENT					3,269.15				
P38016		10/22/2021	111621	340283	481.79	11/22/2021	INV	PD	#312 FIRE - DASH MONITOR
CHECK DATE: 11/16/2021									
103449 MADDEN GALANTER HANSEN LLP									
94964		11/02/2021	111621	340284	703.00	12/02/2021	INV	PD	OCT LEGAL
CHECK DATE: 11/16/2021									
110179 MAHLER, JAMES									
10002099		10/29/2021	111621	340285	4.88	11/29/2021	INV	PD	CREDIT BALANCE REFUND-402
CHECK DATE: 11/16/2021									
104521 MANGOLD GROUP LLC									
2735		10/31/2021	111621	340286	2,040.00	11/30/2021	INV	PD	OCT MT PLEASANT MAINT
CHECK DATE: 11/16/2021									
103176 MANSFIELD OIL COMPANY									
22699015		10/27/2021	111621	340287	9,960.94	11/26/2021	INV	PD	UNLEADED FUEL
CHECK DATE: 11/16/2021									
22699016		10/27/2021	111621	340287	2,919.74	11/26/2021	INV	PD	DYED DIESEL COLD PRO
CHECK DATE: 11/16/2021									
22699017		10/27/2021	111621	340287	6,202.81	11/26/2021	INV	PD	DYED DIESEL
CHECK DATE: 11/16/2021									
101176 METRO ALARM CONTRACTORS INC					19,083.49				
76811		10/22/2021	111621	340288	755.00	11/22/2021	INV	PD	CHLORINE DOOR REPAIR
CHECK DATE: 11/16/2021									
101183 METROPOLITAN COUNCIL									
OCT 2021 SAC		10/31/2021	111621	340289	61,503.75	11/30/2021	INV	PD	OCT SAC CHARGES
CHECK DATE: 11/16/2021									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101182 METROPOLITAN COUNCIL									
0001131715		11/03/2021	111621	340290	226,109.79	12/01/2021	INV	PD	DEC SEWER SERVICES FOR ME
CHECK DATE: 11/16/2021									
101187 METRO SALES INC									
INV1911132		10/18/2021	111621	340291	592.96	11/18/2021	INV	PD	RICOH COPIER QTRLY USAGE-
CHECK DATE: 11/16/2021									
INV1914834		10/25/2021	111621	340291	122.00	11/24/2021	INV	PD	NOV FD COPIER
CHECK DATE: 11/16/2021									
					714.96				
102688 MINNESOTA STATE COLLEGES AND UNIVERSITIES									
48801		11/02/2021	111621	340292	259.00	12/02/2021	INV	PD	4 HR Drivers Safety 10.26
CHECK DATE: 11/16/2021									
104056 AQUA LOGIC INC									
95060		11/02/2021	111621	340293	4,200.00	12/02/2021	INV	PD	REPLACE SIDEWALK ST. FRAN
CHECK DATE: 11/16/2021									
101196 MID COUNTY COOP #122622									
53301		11/04/2021	111621	340294	441.80	12/31/2021	INV	PD	136 GLS GAS-TC
CHECK DATE: 11/16/2021									
53302		11/04/2021	111621	340294	1,047.33	12/31/2021	INV	PD	300 GLS DIESEL-TC
CHECK DATE: 11/16/2021									
					1,489.13				
101203 MIDWEST PLAYGROUND CONTRACTORS INC									
9232I		11/02/2021	111621	340295	10,660.00	12/05/2021	INV	PD	INSTALLATION CORTINA WOOD
CHECK DATE: 11/16/2021									
101204 MIDWEST PLAYSCAPES INC									
9232		10/19/2021	111621	340296	69,003.00	11/19/2021	INV	PD	CORTINA WOODS PLAYGROUND-
CHECK DATE: 11/16/2021									
9232A		11/02/2021	111621	340296	2,120.00	12/02/2021	INV	PD	ENGINEERED WOOD FIBER - C
CHECK DATE: 11/16/2021									
					71,123.00				
105998 MILBANK WINWATER WORKS									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
173943 01 CHECK DATE: 11/16/2021	210145	10/20/2021	111621	340297	7,184.80	11/19/2021	INV	PD	INVENTORY- METERS AND MI
175677 01 CHECK DATE: 11/16/2021	210147	10/22/2021	111621	340297	4,628.58	11/21/2021	INV	PD	INVENTORY - 1.5" ULTRASON
					11,813.38				
101217 MINNESOTA CHILD SUPPORT PMT CTR PR110521001510208001 CHECK DATE: 11/09/2021		11/05/2021	110921	340195	184.58	11/05/2021	INV	PD	110521 Payroll Child Supp
101227 MINNESOTA ELEVATOR INC 935415 CHECK DATE: 11/16/2021		11/01/2021	111621	340298	422.16	12/01/2021	INV	PD	Nov CCC Elevator Service
101247 MINNESOTA MUNICIPAL UTILITIES ASSN 58310 CHECK DATE: 11/16/2021		11/01/2021	111621	340299	930.00	12/01/2021	INV	PD	ANDREW AND TROY MMUA CONF
101265 MINNESOTA ROADWAYS CO 85672 CHECK DATE: 11/16/2021		11/01/2021	111621	340300	1,295.00	12/01/2021	INV	PD	#2115 TAC OIL FOR TAC OIL
101303 MN TEAMSTER PUBLIC AND LAW ENFORCEMENT November 2021 CHECK DATE: 11/09/2021		11/05/2021	110921	340196	4,476.00	11/05/2021	INV	PD	November 2021 Local #320
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE 107050711/OCT21 CHECK DATE: 11/16/2021		10/27/2021	111621	340301	781.00	11/22/2021	INV	PD	OCT ST LITES-TOWN COURSE
121770311/OCT21 CHECK DATE: 11/16/2021		10/27/2021	111621	340301	23.46	11/22/2021	INV	PD	OCT 4255 CREEK RD
					804.46				
101341 MINNESOTA DEPT OF LABOR & INDUSTRY OCTOBER0190352021 CHECK DATE: 11/16/2021		10/31/2021	111621	340302	5,348.01	11/30/2021	INV	PD	OCT PERMIT SURCHARGES



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101356 MTI DISTRIBUTING INC #31380									
1327307-01 CHECK DATE: 11/16/2021		10/22/2021	111621	340303	85.97	11/22/2021	INV	PD	#245 AERATOR TINES
101365 STAR GROUP LLC									
4472/OCT2021 CHECK DATE: 11/16/2021		10/31/2021	111621	340304	1,898.78	11/10/2021	INV	PD	OCT PARTS & SUPPLIES
104907 NATIONAL GOLF GRAPHICS LLC									
12418 CHECK DATE: 11/16/2021		10/27/2021	111621	340305	1,269.50	11/29/2021	INV	PD	COURSE & RESALE FLAGS
106198 NAVIANT INC									
0143778-IN CHECK DATE: 11/16/2021		11/01/2021	111621	340306	3,043.65	11/21/2021	INV	PD	OCT ONBASE HOSTING FEE
101403 NIKE USA INC									
9613946174 CHECK DATE: 11/16/2021		10/20/2021	111621	340307	70.55	12/19/2021	INV	PD	RESALE
101425 NORTHERN SAFETY TECHNOLOGY INC									
53067 CHECK DATE: 11/16/2021		10/28/2021	111621	340308	187.34	11/28/2021	INV	PD	#311 LIGHT
110183 NUNNELLY, PATRICIA									
10008311 CHECK DATE: 11/16/2021		10/29/2021	111621	340309	113.18	11/29/2021	INV	PD	CREDIT BALANCE REFUND-748
101470 O'REILLY AUTOMOTIVE STORES INC									
556275/OCT2021 CHECK DATE: 11/16/2021		10/28/2021	111621	340310	750.78	11/20/2021	INV	PD	OCT PARTS & SUPPLIES
105035 RED BEARD LLC									
2111 CHECK DATE: 11/16/2021		10/23/2021	111621	340311	1,680.00	11/23/2021	INV	PD	ONE MAN SCRAMBLE MEALS
101445 OFFICE DEPOT									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
205434713001-1 CHECK DATE: 11/16/2021		10/26/2021	111621	340312	30.89	11/27/2021	INV	PD	Labels for the workroom
205434713001-2 CHECK DATE: 11/16/2021		10/26/2021	111621	340312	21.92	11/27/2021	INV	PD	Folders for Kari Johnson
205434713001-3 CHECK DATE: 11/16/2021		10/26/2021	111621	340312	13.99	11/27/2021	INV	PD	Soft Soap for breakroom
206048353001 CHECK DATE: 11/16/2021		10/26/2021	111621	340312	62.57	11/27/2021	INV	PD	File Boxes for Michelle R
					129.37				
101465 ON SITE SANITATION INC									
0001220208 CHECK DATE: 11/16/2021		10/30/2021	111621	340313	172.00	11/29/2021	INV	PD	TOWN COURSE MAINTENANCE
0001220212 CHECK DATE: 11/16/2021		10/30/2021	111621	340313	172.00	11/29/2021	INV	PD	TOWN COURSE
0001236146 CHECK DATE: 11/16/2021		11/04/2021	111621	340313	-129.00	12/04/2021	CRM	PD	CREDIT-TOWN COURSE MAINTENANCE
0001236147 CHECK DATE: 11/16/2021		11/04/2021	111621	340313	-129.00	12/04/2021	CRM	PD	CREDIT-TOWN COURSE
					86.00				
101510 PERFORMANCE PLUS LLC									
122321 CHECK DATE: 11/16/2021		10/26/2021	111621	340314	3,683.00	11/26/2021	INV	PD	FF HEALTH SURVEILLANCE
108564 PERSONNEL EVALUATION INC									
42001 CHECK DATE: 11/16/2021		10/31/2021	111621	340315	80.00	11/30/2021	INV	PD	PEP Test - Records/Office
109973 PLATINUM COURIER SERVICE									
41235 CHECK DATE: 11/16/2021		11/01/2021	111621	340316	200.00	12/01/2021	INV	PD	COURIER SVC TO OLD NATION
110195 POLAR MINNESOTA LLC									
95143 CHECK DATE: 11/10/2021		11/10/2021	111021	340361	8,500.00	11/10/2021	INV	PD	EASEMENTS-PERM/TEMP-6TH S



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
103055 QUALITY PROPANE INC									
221122		10/25/2021	111621	340317	120.15	11/24/2021	INV	PD	LP Gas-CCC
CHECK DATE: 11/16/2021									
107855 STAPLES INC									
20253546		10/14/2021	111621	340319	20.88	11/13/2021	INV	PD	OFFICE SUPPLIES
CHECK DATE: 11/16/2021									
20690859		11/02/2021	111621	340318	94.88	12/02/2021	INV	PD	Knives, teaspoons, plates
CHECK DATE: 11/16/2021									
20712454		11/03/2021	111621	340318	14.99	12/03/2021	INV	PD	2022 Calendar for Nancy E
CHECK DATE: 11/16/2021									
20725113-1		11/03/2021	111621	340318	7.19	12/03/2021	INV	PD	2022 Calendar for Wendy H
CHECK DATE: 11/16/2021									
20725113-2		11/03/2021	111621	340318	27.99	12/03/2021	INV	PD	2022 Planner for Sarah D
CHECK DATE: 11/16/2021									
20761647		11/04/2021	111621	340318	6.49	12/04/2021	INV	PD	Label Holder for Denise L
CHECK DATE: 11/16/2021									
					172.42				
101684 R & R SPECIALTIES OF WISCONSIN INC									
0073863-IN		10/25/2021	111621	340320	177.50	11/25/2021	INV	PD	Zamboni blade sharpening
CHECK DATE: 11/16/2021									
0073982-IN		10/27/2021	111621	340320	87.50	11/27/2021	INV	PD	Zamboni blade sharpening
CHECK DATE: 11/16/2021									
					265.00				
101631 REINDERS INC									
1901778-00		09/30/2021	111621	340321	-214.00	12/31/2021	CRM	PD	SYNGENTA GREENTRUST REBAT
CHECK DATE: 11/16/2021									
3084234-00		10/27/2021	111621	340321	1,046.83	11/26/2021	INV	PD	PAR 30 SNOW MOLD FUNGICID
CHECK DATE: 11/16/2021									
					832.83				
101673 ROCHESTER MIDLAND CORP									
INV00284994		10/25/2021	111621	340322	22.20	11/24/2021	INV	PD	FIREMAN'S PARK
CHECK DATE: 11/16/2021									
101703 SALVATION ARMY									



11/12/2021 08:00
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 20
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
OCT/21 HS CHECK DATE: 11/16/2021		11/04/2021	111621	340323	124.00	12/04/2021	INV	PD	OCT HEAT SHARE CONTRIBUTI
101738 SCHILLING SUPPLY COMPANY									
847756-00 CHECK DATE: 11/16/2021		10/29/2021	111621	340324	2,665.46	11/29/2021	INV	PD	Cleaning Supplies-CCC
110181 SCHMIDT, LYDIA									
10003714 CHECK DATE: 11/16/2021		10/29/2021	111621	340325	107.36	11/29/2021	INV	PD	CREDIT BALANCE REFUND-313
105599 SCOTT NELSON COACHING INC									
2183 CHECK DATE: 11/16/2021		10/31/2021	111621	340326	625.00	11/30/2021	INV	PD	LEADERSHIP TRAINING FOR C
104416 KELBRO COMPANY									
2656151 CHECK DATE: 11/16/2021		07/23/2021	111621	340327	98.00	11/27/2021	INV	PD	OAK 19 ICE DELIVERY WHEN
FCHG CHECK DATE: 11/16/2021		10/22/2021	111621	340327	1.47	11/22/2021	INV	PD	FINANCE CHARGE ON JULY IN
					99.47				
104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC									
114108340-001 CHECK DATE: 11/16/2021		10/25/2021	111621	340328	203.06	11/25/2021	INV	PD	IRRIGATION CONTROLLER FOR
114117174-001 CHECK DATE: 11/16/2021		10/25/2021	111621	340328	42.89	11/25/2021	INV	PD	IRRIGATION VALVE BOXES FO
					245.95				
101828 SOUTHWEST NEWS MEDIA									
128233-OCT21 CHECK DATE: 11/16/2021		10/31/2021	111621	340330	960.55	11/25/2021	INV	PD	Fire & Ice Marketing- Cha
2146551 CHECK DATE: 11/16/2021		10/14/2021	111621	340329	233.32	11/25/2021	INV	PD	2022 SPECIAL SERVICES DIS
2146938 CHECK DATE: 11/16/2021		10/28/2021	111621	340329	226.24	11/25/2021	INV	PD	REZONE RESERVE AT AUTUMN
2146939		10/28/2021	111621	340329	42.42	11/25/2021	INV	PD	PLAT/RZONE OAK RIDGE RES/



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8482mrob

City of Chaska
VENDOR INVOICE LIST

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apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 11/16/2021									
2146940		10/28/2021	111621	340329	38.89	11/25/2021	INV	PD	CUP TOTAL LOSS BROKERS
CHECK DATE: 11/16/2021									
					1,501.42				
101847 SRF CONSULTING GROUP INC									
12504.00-30		10/31/2021	111621	340331	667.04	11/30/2021	INV	PD	TH 212 INTERCHANGE & CSAH
CHECK DATE: 11/16/2021									
101892 STUART C IRBY CO									
S012670757.001		10/11/2021	111621	340332	804.70	11/10/2021	INV	PD	RUBBER GLOVE, SLEEVES AND
CHECK DATE: 11/16/2021									
S012687953.001		10/29/2021	111621	340332	1,142.25	11/28/2021	INV	PD	RUBBER GLOVE & SLEEVE TES
CHECK DATE: 11/16/2021									
					1,946.95				
103677 SUN LIFE ASSURANCE COMPANY OF CANADA									
237741/NOV21		11/01/2021	110421	340187	4,126.75	11/30/2021	INV	PD	NOV EMP LIFE INS PREM
CHECK DATE: 11/04/2021									
106627 DIGITAL GOLF TECHNOLOGIES INC									
9559		09/30/2021	111621	340333	999.00	10/30/2021	INV	PD	HOLE IN ONE CONTEST FEES
CHECK DATE: 11/16/2021									
109943 TEREX USA LLC									
7172489		10/28/2021	111621	340334	722.11	11/27/2021	INV	PD	#704 HYD POST PULLER REPA
CHECK DATE: 11/16/2021									
100757 THE GRAPHIC EDGE LLC									
1542230		10/29/2021	111621	340335	617.68	11/28/2021	INV	PD	Youth Basketball T Shirts
CHECK DATE: 11/16/2021									
104165 THINK SMALL									
2011465.002		11/03/2021	111621	340336	68.75	12/03/2021	INV	PD	RFD PERMIT CHARGES FOR CA
CHECK DATE: 11/16/2021									
2011470.002		11/04/2021	111621	340336	180.00	12/04/2021	INV	PD	RFD PERMIT CHARGES FOR CA
CHECK DATE: 11/16/2021									



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City of Chaska
VENDOR INVOICE LIST

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apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
104908					248.75				TIMESAVER OFF SITE SECRETARIAL INC
M26819		10/29/2021	111621	340337	640.50	11/29/2021	INV	PD	Minutes Oct 4, 13, & 18 C
CHECK DATE: 11/16/2021									
103946									TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC
1549467-202110-1		11/01/2021	111621	340338	138.90	12/15/2021	INV	PD	Data Processing
CHECK DATE: 11/16/2021									
102002									TREBIATOWSKI, COREY
94865		10/23/2021	111621	340339	196.00	11/23/2021	INV	PD	MILEAGE-CHIEFS CONF IN DU
CHECK DATE: 11/16/2021									
102028									TWIN CITY WATER CLINIC INC
16839		11/01/2021	111621	340340	510.00	11/30/2021	INV	PD	OCTOBER SAMPLES
CHECK DATE: 11/16/2021									
110053									TX CHILD SUPPORT SDU
PR1105210012725283		11/05/2021	110921	340197	147.69	11/05/2021	INV	PD	110521 Payroll Child Supp
CHECK DATE: 11/09/2021									
102033									TYLER TECHNOLOGIES INC
045-352214		08/27/2021	111621	340341	1,600.00	11/18/2021	INV	PD	PACE UPGRADE ASSISTANCE
CHECK DATE: 11/16/2021									
102037									ULINE INC
140445433		10/26/2021	111621	340342	410.10	11/26/2021	INV	PD	Standing Desk Station-CCC
CHECK DATE: 11/16/2021									
102056									GREAT RIVER ENERGY
M1 19742		11/05/2021	111621	340343	29,151.72	12/05/2021	INV	PD	ANNUAL SCADA LICENSE
CHECK DATE: 11/16/2021									
101555									UNITED STATES POSTAL SERVICE
94917		11/03/2021	110421	340188	764.79	11/08/2021	INV	PD	Postage for AOA/Membershi
CHECK DATE: 11/04/2021									



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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
102051 UPS									
000027V7Y7441 CHECK DATE: 11/16/2021		10/30/2021	111621	340344	14.50	11/10/2021	INV	PD	TC SHIPPING
107745 US BANK NATIONAL ASSOCIATION									
455994012 CHECK DATE: 11/04/2021		10/21/2021	110421	340189	439.53	11/15/2021	INV	PD	CCC COLOR COPIER LEASE PY
104522 US FOODS INC									
5938162 CHECK DATE: 11/16/2021		10/26/2021	111621	340345	176.34	11/25/2021	INV	PD	OAK 19 DISH MACHINE RENTA
102061 USA BLUE BOOK									
758067 CHECK DATE: 11/16/2021		10/13/2021	111621	340346	249.84	11/13/2021	INV	PD	WTP CHLORINE AND ALKALINE
775768 CHECK DATE: 11/16/2021		10/29/2021	111621	340346	5,174.22	11/29/2021	INV	PD	WTP SPECTROPHOTOMETER REP
					5,424.06				
110178 VENCES LOPEZ, RODOLFO									
10009089 CHECK DATE: 11/16/2021		10/29/2021	111621	340347	17.22	11/29/2021	INV	PD	CREDIT BALANCE REFUND-588
102102 VERIZON WIRELESS									
9891279360 CHECK DATE: 11/09/2021		10/23/2021	110921	340198	626.58	11/15/2021	INV	PD	OCT CRADLEPOINTS
110187 VERMA, AMIT									
2011442.002 CHECK DATE: 11/16/2021		10/25/2021	111621	340348	412.12	11/25/2021	INV	PD	RFD PORTION OF EVENT PAYEE: VERMA, AMIT
2011451.002 CHECK DATE: 11/16/2021		10/29/2021	111621	340348	240.00	11/29/2021	INV	PD	RFD ENTIRE EVENT PAYEE: VERMA, AMIT
					652.12				
102104 VESSCO INC									
085838 CHECK DATE: 11/16/2021		10/30/2021	111621	340349	1,073.71	11/30/2021	INV	PD	CHLORINE PUMP HEAD



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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
110180 VICK, KAYLE									
10003039		10/29/2021	111621	340350	9.44	11/29/2021	INV	PD	CREDIT BALANCE REFUND-308
CHECK DATE: 11/16/2021									
102120 VISU-SEWER INC									
33411		10/21/2021	111621	340351	97,841.25	11/21/2021	INV	PD	WESTON RIDGE TRUNK SEWER
CHECK DATE: 11/16/2021									
102227 ONVOY LLC									
0009426211101		11/01/2021	111621	340352	1,853.53	11/25/2021	INV	PD	NOV EDU CTR INTERNET/ETHE
CHECK DATE: 11/16/2021									
0009486211101		11/01/2021	111621	340352	889.21	11/25/2021	INV	PD	NOV CITY HALL ETHERNET
CHECK DATE: 11/16/2021									
					2,742.74				
102133 WAGNER PRESS & GRAPHICS									
34715		11/03/2021	111621	340353	242.00	11/23/2021	INV	PD	Warning stickers
CHECK DATE: 11/16/2021									
102549 WARNING LITES OF MINNESOTA INC									
233033		10/31/2021	111621	340354	20,407.00	11/30/2021	INV	PD	T28 CRASH TRAILER W/ ARRO
CHECK DATE: 11/16/2021									
102141 WASTE MANAGEMENT OF MINNESOTA INC									
7574302-1593-4		11/03/2021	111621	340355	495.59	12/03/2021	INV	PD	NOV TC CLUBHOUSE
CHECK DATE: 11/16/2021									
102146 WATER SPECIALTY OF MINNESOTA INC									
12526		10/29/2021	111621	340356	2,791.34	11/29/2021	INV	PD	Swimming Pool Chemicals
CHECK DATE: 11/16/2021									
102166 WESCO DISTRIBUTION INC									
923352	210149	11/01/2021	111621	340357	200.52	12/01/2021	INV	PD	9 = SLEEVE PARTIAL TENSIO
CHECK DATE: 11/16/2021									
925770	210144	10/26/2021	111621	340357	267.32	11/26/2021	INV	PD	100 = SPLIT BOLT ALL PURP
CHECK DATE: 11/16/2021									



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City of Chaska
VENDOR INVOICE LIST

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apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					467.84				
100631 NORTHERN STATES POWER COMPANY, MN									
2021.11		11/01/2021	110421	340190	10,000.00	11/30/2021	INV	PD	SYSTEM IMPACT STUDY AGREE
CHECK DATE: 11/04/2021									
102220 XIGENT SOLUTIONS LLC									
81950		11/02/2021	111621	340358	6,715.00	12/07/2021	INV	PD	NOV RECOVERY SVC
CHECK DATE: 11/16/2021									
81951		11/02/2021	111621	340358	13,914.69	12/07/2021	INV	PD	NOV SUPPORT SVC
CHECK DATE: 11/16/2021									
81952		11/02/2021	111621	340358	1,778.44	12/07/2021	INV	PD	NOV VULNERABILITY SVC
CHECK DATE: 11/16/2021									
					22,408.13				
102226 ZARNOTH BRUSH WORKS INC									
0186911-IN		10/20/2021	111621	340359	4,506.00	11/19/2021	INV	PD	ELGIN & BOBCAT BROOMS
CHECK DATE: 11/16/2021									
105150 ZAYO GROUP HOLDINGS INC									
2021110011266-NOV-1		11/01/2021	110921	340199	218.92	11/30/2021	INV	PD	NOV FIBER MAINT
CHECK DATE: 11/09/2021									
102231 ZIEGLER INC									
IN000294869		10/19/2021	111621	340360	880.00	11/19/2021	INV	PD	AIR COMPRESSOR RENTAL FOR
CHECK DATE: 11/16/2021									
IN000301654		10/26/2021	111621	340360	270.57	11/26/2021	INV	PD	#141 LOADER DASH SWITCH
CHECK DATE: 11/16/2021									
=====					=====				
263 INVOICES					1,495,706.88				
=====					=====				

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

Electronic Payments

11/12/2021 08:04 8482mrob City of Chaska VENDOR INVOICE LIST  P 1									
INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100005 MINNESOTA MUNICIPAL MONEY MARKET FUND									
94965		11/04/2021	110421	2987	1,500,000.00	11/04/2021	DIR	PD	XFER ONB TO 4M-CASHFLOW
CHECK DATE: 11/04/2021									
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY									
94915		11/05/2021	110821	2994	1,831.42	11/08/2021	DIR	PD	110521 Payroll - HCSP Con
CHECK DATE: 11/08/2021									
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY									
94916		11/05/2021	110821	2995	400.00	11/08/2021	DIR	PD	110521 Payroll - MNDP Co
CHECK DATE: 11/08/2021									
101756 MII LIFE INCORPORATED									
40013472		11/02/2021	110421	2988	208.34	11/04/2021	DIR	PD	11/4/21 FSA REIMBURSEMENT
CHECK DATE: 11/04/2021									
100927 INTERNAL REVENUE SERVICE									
94909		11/05/2021	110521	2989	131,561.78	11/05/2021	DIR	PD	110521 Payroll - SS, Medi
CHECK DATE: 11/05/2021									
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES									
94910		11/05/2021	110821	2993	25,947.72	11/08/2021	DIR	PD	110521 Payroll - MN State
CHECK DATE: 11/08/2021									
101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM)									
94911		11/05/2021	110821	2991	12,643.31	11/08/2021	DIR	PD	110521 Payroll - 457 Cont
CHECK DATE: 11/08/2021									
106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM)									
94914		11/05/2021	110821	2992	4,554.15	11/08/2021	DIR	PD	110521 Payroll - Roth Con
CHECK DATE: 11/08/2021									
104668 OPTUM BANK INC									
94913		11/05/2021	110921	2996	16,034.12	11/09/2021	DIR	PD	110521 Payroll - HSA Cont
CHECK DATE: 11/09/2021									



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8482mrob

City of Chaska
VENDOR INVOICE LIST

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apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
109689	PLANSOURCE BENEFITS	ADMINISTRATION INC							
NOV2021		10/25/2021	111021	2997	3,571.23	11/10/2021	DIR	PD	NOV INS PREM-LTD/CI/ACC
CHECK DATE:	11/10/2021								
OCT2021		09/25/2021	102921	2986	3,597.74	10/29/2021	DIR	PD	OCT INS PREM-LTD/CI/ACC
CHECK DATE:	10/29/2021								
					7,168.97				
101506	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION								
94912		11/05/2021	110521	2990	97,692.10	11/05/2021	DIR	PD	110521 Payroll - PERA Con
CHECK DATE:	11/05/2021								
					97,692.10				

12 INVOICES

1,798,041.91

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

**Biweekly Report
November 15, 2021
By
Matt Podhradsky**

UPCOMING COUNCIL MEETING SCHEDULE

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

- November 15th:
 - There will be a Work Session from 5:30-7 pm to go over the Budget presentations for our Curling/Event Center and Chaska Town Course
 - A regular Council meeting will follow in Chambers
- November 29th
 - There will be a Work Session from 5:30-7 pm to go over the Budget presentation for the Community Center.
 - At this point it appears we will not have a Council meeting on the 29th
- December 6th: We are not planning on having a work session that evening. The annual Truth in Taxation Public Hearing is held that night to take any comments From the public on our proposed tax levy and General Fund Budget for 2022. No decision on the budget is made that night.
- December 20th: We are not planning on having a work session that evening. This is the Annual meeting that we establish our tax levy for 2022 and adopt the Budgets for each of our Enterprise Funds.

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.

CORTINA WOODS NEIGHBORHOOD PARK

If you have not had a chance to see it yet, our Public Works department is now working on wrapping up the finishing touches on this neighborhood park rehabilitation. This Park rehab was part of our Capital Asset Maintenance Program (CAMP) and was a park that was close to 25 years in age (we try to rehab our parks every 20 years). The Park rehab included feedback from surrounding neighborhoods to see what types of amenities they would like to see being put back into this park. Some of the feedback we heard on this one was to create more spaces for people to be able to have a picnic, and that we include an amenity like Bags to create reasons for families to gather. Not only did we include permanent bags and more picnic tables and benches, but we also resurfaced the basketball court, installed all new playground equipment, and will install a new sign. This work was done completely by our Parks Maintenance Staff in our Public Works department and turned out very nice. Any questions on this or upcoming park rehabs, please let me know.

SCHOOL DISTRICT BOUNDARY TASK FORCE

Just so you are aware, the School District has recently been going through the process of school boundary discussions at the Elementary level because of the upcoming closure of East Union School after this school year. While the School District has not made a final decision on boundary changes for next year, this past Wednesday night, the Task Force that was charged with making recommendations to the School Board did present their final recommendation. This recommendation included:

- Moving all current East Union students to Clover Ridge Elementary school for next school year (was not an option to move them to Carver as it would not allow for this capacity of students to move in all together and they are trying to keep all the East Union kids together)
- Moving the AIM (Center-based Special Needs Program) from Carver Elementary to Chanhasen Elementary to open more space in Carver
- Allowing all growth from the Clover Ridge neighborhood to go to Clover Ridge Elementary with the growth occurring in our SW Chaska area to continue to go to Carver Elementary
- Allowing growth in Carver and Victoria to go to their respective community's elementary schools.
- Moving the Pre-Kindergarten programs in Victoria Elementary to go to Bluff Creek Elementary to open more space in Victoria to allow for growth

With this recommendation out there, the School District will now be holding several community feedback meetings to take questions and concerns as they develop the final plan they will put in place before the end of the school year. It should be noted that they are trying to do as little as possible with the changes now, as they do anticipate that they will need to be back out to the voters in 2024 to request funding for the new Elementary School in SW Chaska, and the construction of that school will create cause for larger changes that will impact many more people.

If you have any questions on this, don't hesitate to contact me.

STATE OF THE CITY ADDRESS

Just a reminder that this upcoming Wednesday, November 17th, the SW Metro Chamber of Commerce will be holding their annual State of the Cities luncheon at the Chaska Event Center during the lunch hour. This is the annual meeting they hold to have each of the mayors in our 4 school district communities be able to talk about business in their cities and things for people to watch for in the coming year. As Mayor Windschitl is unavailable to make the presentation this year for Chaska due to the annual funding meeting for TAB occurring at the same time, Mayor Pro Tem Hatfield will be making the presentation this year.

As we will be posting this event as a public event, all Council members interested in attending are able to be there. If you are wanting to attend but have not sent through an RSVP yet, please just let me or Nate know, and we will get you signed up. A big thank you to Council member Hatfield for presenting on behalf of the City of Chaska this year!

HAPPY THANKSGIVING!

As this will be the last Council meeting prior to Thanksgiving, I wanted to take this opportunity to wish everyone a Happy Thanksgiving! With last Thanksgiving being a peak of the COVID surge in 2020, I know that many were unable to spend any time with family last year to celebrate the holiday. I hope that while we are still dealing with issues that this is a little bit more normal of a year for you on Thanksgiving and that you are all able to enjoy some time with family!

Just as a reminder, City Hall is closed both on Thursday November 25th for Thanksgiving, but we are also closed the day after on Friday November 26th as this is one of our floating holidays for the year. We will reopen again at 7:30 am on Monday the 29th.

If there is anything you need before we are closed for that weekend, don't hesitate to reach out to either Nate or me. Otherwise, we will see you on the 29th at the Work Session!

UPCOMING EVENTS

- Hometown Holiday and Tree Lighting: It is not too early to start planning for the Hometown Holiday event, which will be occurring on Saturday December 4th. This event is put on by the Downtown Business Alliance/Special Services District and is meant to help bring people into the downtown to shop during the Holiday Season. On that Sunday, December 5th, the Tree Lighting Ceremony will occur in Fireman's Park, as well as the annual 100 Club event. With COVID still being an issue, we will be having a full outdoor event for both programs and will have more details as we get closer to the date. In the meantime, if there are any Council members that are interested in attending the 100 Club event this year, please let me know and we can make sure you are reserved for a ticket.

**City of Chaska
Memorandum**

To: Administration, Mayor and City Council

**From: Lisa Nelson
Controller**

Date: November 10, 2021

**RE: Financial Reports –
Year-To-Date (YTD) Ending September 30, 2021**

FINACIAL REPORTS

Enclosed are year-to-date financial reports as of 09/30/21.

Each fund includes the adopted budget compared to YTD actuals, and the resulting variance. Also presented is the percentage of actual revenue or expenditures compared to the annual budget.

Each report also includes revenue and expenditures as of 09/30/20. This will allow you to compare each fund's activity to the prior year.

These draft reports include the following revenues and expenditures:

- YTD revenue receipted by the City.
- YTD revenue from invoices issued by the City.
- YTD payroll through September.
- YTD vendor payments that:
 - 1) were previously approved by the City Council, or
 - 2) are pending approval by the Council at the November 15th meeting.
- Administrative charges and allocations
- Workers Comp and Property Insurance allocations.

These draft reports do not include the following revenues and expenditures:

- General investment earnings revenue (allocated at year-end)
- Depreciation expense (recorded at year-end)

GENERAL FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET, AMENDED BUDGET, ACTUAL AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 9/30/2021 AND 9/30/2020

	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	ACTUAL AS OF 9/30/2021	VARIANCE POSITIVE (NEGATIVE)	PERCENT OF BUDGET RECEIVED/ EXPENDED	ACTUAL AS OF 9/30/2020
REVENUES:						
Property Taxes *	\$ 7,743,413	\$ 7,743,413	\$ 4,073,236	\$ (3,670,177)	53%	\$ 3,557,679
Franchise Fees:						
Cable TV	300,000	300,000	155,111	(144,889)	52%	149,822
Gas	457,200	457,200	229,024	(228,176)	50%	233,458
Licenses	202,830	191,310	174,665	(16,645)	91%	173,300
Permits:						
Building	711,230	875,098	1,233,142	358,044	141%	496,058
Other Permits	29,298	29,298	25,298	(4,000)	86%	28,336
Intergovernmental:						
Federal	-	-	28,761	28,761		1,694
State	580,671	580,671	168,885	(411,786)	29%	167,299
Regional, County, School & Local	160,329	160,329	111,962	(48,367)	70%	15,529
Charges For Services:						
General Government	103,340	103,340	85,326	(18,014)	83%	100,267
Public Safety	59,397	59,397	44,171	(15,226)	74%	33,352
Public Works	124,090	124,090	99,772	(24,318)	80%	67,530
Parks & Recreation	172,635	172,635	159,692	(12,943)	93%	72,724
Administrative Charges	4,870,670	4,870,670	4,656,135	(214,535)	96%	4,478,015
Fines And Forfeitures	71,623	61,423	27,204	(34,219)	44%	23,586
Investment Earnings	22,000	22,000	(773)	(22,773)	-4%	(2,284)
Other Revenue	171,950	171,950	162,013	(9,937)	94%	205,574
TOTAL REVENUES	15,780,676	15,922,824	11,433,624	(4,489,200)	72%	9,801,939
EXPENDITURES:						
General Government:						
Mayor & Council	145,078	145,078	96,453	48,625	66%	124,530
Communications	112,115	112,115	43,691	68,424	39%	72,466
Administration	866,591	866,591	615,848	250,743	71%	608,637
Human Resources	286,290	286,290	277,495	8,795	97%	194,961
Elections	5,402	5,402	-	5,402	0%	38,653
Finance/Admin Services	1,666,915	1,666,915	1,174,950	491,965	70%	1,217,983
Information Services & Fiber Sys.	1,337,091	1,337,091	893,561	443,530	67%	948,440
Legal - City Attorney	80,400	80,400	96,266	(15,866)	120%	107,931
Community Development	366,569	366,569	241,561	125,008	66%	301,280
Engineering	480,685	480,685	352,688	127,997	73%	340,645
Government Buildings	239,710	239,710	176,467	63,243	74%	161,318
Facility Maintenance	476,253	476,253	306,604	169,649	64%	138,388
Total General Government	6,063,099	6,063,099	4,275,584	1,787,515	71%	4,255,222
Public Safety:						
Police	5,146,205	5,139,470	3,786,040	1,353,430	74%	3,590,615
Fire	2,120,171	2,120,171	1,589,778	530,393	75%	1,525,319
Building Inspections (Comm.Dev)	624,651	763,215	599,223	163,992	79%	473,068
Civil Defense	5,756	5,756	2,880	2,876	50%	7,943
COVID-19	-	-	7,726	(7,726)		206,635
Total Public Safety	7,896,783	8,028,612	5,985,647	2,042,965	75%	5,803,580
Public Works:						
Administration	417,742	417,742	320,728	97,014	77%	348,151
Streets & Alleys	1,880,342	1,880,342	1,343,960	536,382	71%	1,342,445
Snow Removal	247,430	247,430	263,193	(15,763)	106%	162,766
Signs	11,381	11,381	4,005	7,376	35%	3,258
Municipal Services/Building	235,081	235,081	167,456	67,625	71%	131,929
Parks Maintenance	1,218,315	1,218,315	1,124,953	93,362	92%	1,042,996
ISD #112 Grounds Maintenance	37,205	37,205	29,033	8,172	78%	23,791
Tree Maintenance	40,720	40,720	41,258	(538)	101%	7,583
Total Public Works	4,088,216	4,088,216	3,294,586	793,630	81%	3,062,919
Parks & Recreation:						
Administration	541,424	541,424	387,642	153,782	72%	412,930
Youth Programs	182,178	182,178	131,219	50,959	72%	129,475
Teen Programs	-	-	1,242	(1,242)		-
Adult Programs	97,619	97,619	43,058	54,561	44%	51,617
All Age Programs	-	-	19,769	(19,769)		-
Senior Programs	-	-	327	(327)		-
Beach/Firemen's Park	121,664	121,664	103,180	18,484	85%	59,987
Hockey & Skating Rinks	11,670	11,670	1,071	10,599	9%	10,054
Parks	-	-	62,341	(62,341)		-
Total Parks & Recreation	954,555	954,555	749,849	204,706	79%	664,063
Unallocated	466,623	476,942	62,207	414,735	13%	12,047
Debt Service	3,400	3,400	2,564	836		2,564
TOTAL EXPENDITURES	19,472,676	19,614,824	14,370,437	5,244,387	73%	13,800,395
OTHER FINANCING SOURCES (USES):						
Transfers In	4,327,000	4,327,000	3,264,790	(1,062,210)	75%	3,221,542
Transfers Out	(635,000)	(635,000)	(457,500)	177,500		-
NET TRANSFERS	3,692,000	3,692,000	2,807,290	(884,710)		3,221,542
NET CHANGE IN FUND BALANCES	\$ -	\$ -	\$ (129,523)	\$ (129,523)		\$ (776,914)

MOUNT PLEASANT MAINTENANCE FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET, ACTUAL AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 9/30/2021 AND 9/30/2020

	2021 BUDGET	ACTUAL AS OF 9/30/2021	VARIANCE POSITIVE (NEGATIVE)	PERCENT OF BUDGET RECEIVED/ EXPENDED	PRIOR YEAR YTD ACTUAL 9/30/2020
<u>REVENUES:</u>					
Property Taxes *	\$ 6,000	\$ 3,158	\$ (2,842)	53%	\$ 3,085
Charges For Services/Lot Sales	2,400	3,300	900	138%	1,300
Investment Earnings	300	-	(300)	0%	-
TOTAL REVENUES	8,700	6,458	(2,242)	74%	4,385
<u>EXPENDITURES:</u>					
Current:					
Public Works:					
Professional Services And Charges	8,500	9,120	(620)	107%	10,350
Capital Outlay	5,000	-	5,000	0%	-
TOTAL EXPENDITURES	13,500	9,120	4,380	68%	10,350
NET CHANGE IN FUND BALANCES	\$ (4,800)	\$ (2,662)	\$ 2,138		\$ (5,965)

* Tax settlements are received from Carver County in June/July and December.

ECONOMIC DEVELOPMENT AUTHORITY (EDA) FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET, ACTUAL, AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 9/30/21 AND 9/30/20

	2021 BUDGET	ACTUAL AS OF 9/30/21	VARIANCE POSITIVE (NEGATIVE)	PERCENT OF BUDGET RECEIVED/ EXPENDED	PRIOR YEAR YTD ACTUAL 9/30/2020
REVENUES:					
Property Taxes *	\$ 171,598	\$ 89,724	\$ (81,874)	52%	\$ 85,735
Intergovernmental	-	-	-	0%	270,000
Charges For Services	167,435	167,435	-	100%	85,000
Special Assessments	40,000	21,189	(18,811)	53%	22,150
Investment Earnings (Charges)	(5,400)	-	5,400	0%	-
Leases/Rent	32,200	24,153	(8,047)	75%	23,450
TOTAL REVENUES	405,833	302,501	(103,332)	75%	486,335
EXPENDITURES:					
Current:					
Administration:					
Professional Services	23,172	855	22,317	4%	3,751
Other Charges and Special Events	35,347	9,812	25,535	28%	35,319
Remit Grant Revenue	11,603	-	11,603		270,000
Administrative Fees	258,530	258,530	-	100%	160,957
Economic Development Projects/Programs:					
Professional Services	41,303	44,090	(2,787)	107%	67,695
Other Charges and Special Events	19,479	8,797	10,682	45%	18,258
Debt Service:					
Principal - Promissory Note	13,499	10,209	3,290	76%	9,719
Interest - Promissory Note	2,900	2,391	509	82%	2,881
Capital Outlay	-	-	-		8,858
TOTAL EXPENDITURES	405,833	334,684	71,149	82%	577,438
NET CHANGE IN FUND BALANCES	\$ -	\$ (32,183)	\$ (32,183)		\$ (91,103)

* Tax settlements are received from Carver County in June/July and December.

In 2020, the EDA received a pass-thru grant of \$270,000.

EQUIPMENT ACQUISITION FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET, ACTUAL AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 9/30/2021 AND 9/30/2020

	2021 BUDGET	ACTUAL AS OF 9/30/21	VARIANCE POSITIVE (NEGATIVE)	PERCENT OF BUDGET RECEIVED/ EXPENDED	PRIOR YEAR YTD AS OF 9/30/2020
REVENUES:					
Property Taxes *	\$ 3,233,159	\$ 208,092	\$ (3,025,067)	6%	\$ 117,849
Charges For Services	4,000	4,000	-	100%	4,000
Interest Earnings	-	47,031	47,031		54,323
Leases (tower)	96,000	112,443	16,443	117%	99,585
Donations/Contributions	-	2,000	2,000		1,650
TOTAL REVENUES	3,333,159	373,566	(2,959,593)	11%	277,407
EXPENDITURES:					
Current:					
General Government	10,000	-	10,000		-
Debt Service:					
Issuance Costs & Fiscal Agent Fees	50,000	-	50,000		-
Capital Outlay:					
Furniture And Equipment					
Communications	10,000	-	10,000	0%	-
Admin. Services-Finance	13,000	-	13,000	0%	-
Admin. Services-Information Services	63,000	37,961	25,039	60%	91,803
Police	82,000	186,408	(104,408)	227%	26,744
Fire	80,000	317,358	(237,358)	397%	-
Public Works	167,000	93,698	73,302	56%	287,271
TOTAL EXPENDITURES	475,000	635,425	(160,425)	134%	405,818
OTHER FINANCING SOURCES (USES):					
Transfers In	28,000	28,000	-	100%	24,000
Transfers Out	(3,865,932)	(438,966)	3,426,966	11%	(850,000)
Bonds Issued	170,000	-	(170,000)	0%	-
Sale of Capital Assets	-	18,225	18,225		6,150
TOTAL OTHER FINANCING SOURCES (USES)	(3,667,932)	(392,741)	3,275,191		(819,850)
NET CHANGE IN FUND BALANCES	\$ (809,773)	\$ (654,600)	\$ 155,173		\$ (948,261)

* Tax settlements are received from Carver County in June/July and December.

ELECTRIC FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, ACTUAL AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 9/30/2021 AND 9/30/2020

	2021 BUDGET	ACTUAL AS OF 9/30/2021	VARIANCE POSITIVE (NEGATIVE)	PERCENT OF BUDGET RECEIVED / EXPENDED	PRIOR YEAR YTD AS OF 9/30/2020
OPERATING REVENUES:					
Residential Sales	\$ 9,209,000	\$ 7,538,255	\$ (1,670,745)	82%	\$ 6,965,422
Senior Sales	544,000	449,677	(94,323)	83%	425,827
Commercial Sales	1,160,000	826,346	(333,654)	71%	869,725
Industrial Sales	27,032,000	22,314,957	(4,717,043)	83%	20,468,947
Intradepartmental	980,000	909,384	(70,616)	93%	696,376
Service Charges	1,588,000	4,848,682	3,260,682	305%	1,057,939
Other Sales	187,000	135,775	(51,225)	73%	77,604
TOTAL OPERATING REVENUES	40,700,000	37,023,076	(3,676,924)	91%	30,561,840
OPERATING EXPENSES:					
Purchased Power	25,901,000	24,938,441	962,559	96%	22,134,459
Distribution:					
Personnel Services	1,877,202	1,305,752	571,450	70%	1,400,592
Supplies, Services & Other Charges	533,074	437,471	95,603	82%	312,971
Administration:					
Personnel Services	383,798	156,834	226,964	41%	169,910
Supplies, Services & Other Charges	2,966,510	2,997,194	(30,684)	101%	2,726,768
Utility Billing:					
Personnel Services	260,361	180,284	80,077	69%	194,861
Supplies, Services & Other Charges	338,347	215,326	123,021	64%	181,241
Conservation Programs	669,919	299,000	370,919	45%	232,121
Capital Outlay	663,000	669,635	(6,635)	101%	1,290,593
TOTAL OPERATING EXPENSES	33,593,211	31,199,937	2,393,274	93%	28,643,516
OPERATING INCOME	7,106,789	5,823,139	(1,283,650)		1,918,324
NON-OPERATING REVENUES:					
Investment Earnings	16,500	(2,151)	(18,651)	-13%	(3,556)
Intergovernmental	-	125	125		49
Gain on Disposal of Capital Assets	-	-	-		1,540
TOTAL NON-OPERATING REVENUES	16,500	(2,026)	(18,526)		(1,967)
NON-OPERATING EXPENSES:					
Debt Service - Principal	502,977	2,585,000	(2,082,023)	514%	430,000
Debt Service - Interest	327,387	291,138	36,249	89%	295,545
Debt Service - Agent Fees	450	1,300	(850)		-
TOTAL NON-OPERATING EXPENSES	830,814	2,877,438	(2,046,624)	346%	725,545
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	6,292,475	2,943,675	(3,348,800)		1,190,812
CAPITAL CONTRIBUTIONS	-	106,711	106,711		416,488
TRANSFERS IN (OUT):					
Transfers In	-	46,646	46,646		-
Transfers (Out)	(6,292,000)	(5,055,790)	1,236,210		(4,862,970)
TOTAL TRANSFERS IN (OUT)	(6,292,000)	(5,009,144)	1,282,856		(4,862,970)
CHANGE IN NET POSITION	\$ 475	\$ (1,958,758)	\$ (1,959,233)		\$ (3,255,670)

Service Charges are broken out from sales differently in 2021 than 2020

WATER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, ACTUAL AND PRIOR YEAR TO DATE
FOR THE PERIOD ENDED 9/30/2021 AND 9/30/2020

	2021 BUDGET	ACTUAL AS OF 9/30/2021	VARIANCE POSITIVE (NEGATIVE)	PERCENT OF BUDGET RECEIVED/ EXPENDED	PRIOR YEAR YTD AS OF 9/30/2020
OPERATING REVENUES:					
Residential Sales	\$ 1,358,000	\$ 1,531,256	\$ 173,256	113%	\$ 1,137,180
Commercial Sales	1,043,000	930,978	(112,022)	89%	752,981
Industrial Sales	518,000	328,564	(189,436)	63%	248,357
Other Sales	459,040	467,537	8,497	102%	323,807
TOTAL OPERATING REVENUES	3,378,040	3,258,335	(119,705)	96%	2,462,325
OPERATING EXPENSES:					
Pumping	261,970	297,692	214,278	58%	210,201
Treatment	322,742	279,074	43,668	86%	258,434
Distribution:					
Personnel Services	498,160	371,777	126,383	75%	370,226
Supplies, Services & Other Charges	362,437	209,544	152,893	58%	192,382
Administration:					
Personnel Services	125,732	92,629	33,103	74%	92,300
Supplies, Services & Other Charges	645,538	631,417	14,121	98%	589,474
Utility Billing:					
Personnel Services	130,182	90,143	40,039	69%	96,964
Supplies, Services & Other Charges	66,824	54,483	12,341	82%	57,271
Capital Outlay	290,500	219,580	(179,080)	542%	151,806
TOTAL OPERATING EXPENSES	2,704,085	2,246,339	457,746	83%	2,019,058
OPERATING INCOME	673,955	1,011,996	338,041	150%	443,267
NON-OPERATING REVENUES:					
Investment Earnings	16,200	(719)	(16,919)	-4%	(3,167)
Intergovernmental	-	4,822	4,822		4,950
Lease - Bountiful Basket	30,600	22,971	(7,629)	75%	22,574
Insurance Claims	-	-	-		17,750
TOTAL NON-OPERATING REVENUES	46,800	27,074	(19,726)	58%	42,107
NON-OPERATING EXPENSES:					
Debt Service - Principal	699,214	95,439	603,775	14%	40,000
Debt Service - Interest	331,258	265,341	65,917	80%	213,034
Issuance Costs & Fiscal Agent Fees	-	560	(560)		98,704
Old Water Treatment Plant/Bountiful Basket	1,900	812	1,088		1,948
TOTAL NON-OPERATING EXPENSES	1,032,372	362,152	670,220	35%	353,686
INCOME (LOSS) BEFORE TRANSFERS	(311,617)	676,918	988,535		131,688
TRANSFERS IN (OUT):					
Transfers In	506,000	-	(506,000)		485,000
Transfers (Out)	(117,000)	(126,518)	(9,518)		(83,941)
NET TRANSFERS IN (OUT)	389,000	(126,518)	(515,518)		401,059
CHANGE IN NET POSITION	\$ 77,383	\$ 550,400	\$ 473,017		\$ 532,747

SEWER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, ACTUAL AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 9/30/2021 AND 9/30/2020

	2021 BUDGET	ACTUAL AS OF 9/30/2021	VARIANCE POSITIVE (NEGATIVE)	PERCENT OF BUDGET RECEIVED/ EXPENDED	PRIOR YEAR YTD AS OF 9/30/2020
OPERATING REVENUES:					
Residential Sales	\$ 1,657,900	\$ 1,186,936	\$ (470,964)	72%	\$ 1,081,256
Commercial Sales	1,130,000	785,753	(344,247)	70%	735,276
Industrial Sales	1,114,500	960,890	(153,610)	86%	723,748
Other Sales	792,350	785,569	(6,781)	99%	565,848
TOTAL OPERATING REVENUE	4,694,750	3,719,148	(975,602)	79%	3,106,128
OPERATING EXPENSES:					
Pumping	25,829	10,831	14,998	42%	49,021
Treatment	2,713,317	2,261,098	452,219	83%	2,229,616
Collection:					
Personnel Services	498,160	371,994	126,166	75%	374,300
Supplies, Services & Other Charges	199,387	107,793	91,594	54%	77,681
Administration:					
Personnel Services	125,730	92,629	33,101	74%	92,299
Supplies, Services & Other Charges	631,368	624,540	6,828	99%	578,825
Utility Billing:					
Personnel Services	130,182	90,143	40,039	69%	96,964
Supplies, Services & Other Charges	62,220	51,842	10,378	83%	42,424
Capital Outlay	17,500	17,848	(348)	102%	131,970
TOTAL OPERATING EXPENSES	4,403,693	3,628,718	774,975	82%	3,673,100
OPERATING INCOME	291,057	90,430	(200,627)		(566,972)
NON-OPERATING REVENUES:					
Investment Earnings	6,700	(114)	(6,814)	-2%	(444)
Intergovernmental	-	85	85		12
TOTAL NON-OPERATING REVENUES	6,700	(29)	(6,729)	0%	(432)
NON-OPERATING EXPENSES:					
Debt Service - Principal	139,214	203,561	(64,347)	146%	125,000
Debt Service - Interest	76,899	129,861	(52,962)	169%	106,758
Issuance Costs & Fiscal Agent Fees	-	265	(265)		8,126
TOTAL NON-OPERATING EXPENSES	216,113	333,687	(117,574)		239,884
INCOME (LOSS) BEFORE TRANSFERS	81,644	(243,286)	(324,930)		(807,288)
TRANSFERS IN (OUT):					
Transfers (Out)	(177,000)	(192,771)	(15,771)		(128,291)
CHANGE IN NET POSITION	\$ (95,356)	\$ (436,057)	\$ (340,701)		\$ (935,579)

CHASKA COMMUNITY CENTER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, AMENDED BUDGET, ACTUAL AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 9/30/2021 AND 9/30/2020

	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	ACTUAL AS OF 9/30/2021	VARIANCE POSITIVE (NEGATIVE)	PERCENT OF BUDGET RECEIVED/ EXPENDED	PRIOR YEAR YTD AS OF 9/30/2020
OPERATING REVENUES:						
Admissions	\$ 433,200	\$ 304,664	\$ 82,698	\$ (221,966)	27%	\$ 109,912
Memberships	1,354,292	710,720	498,873	(211,847)	70%	481,019
Rentals	1,126,648	995,973	688,091	(307,882)	69%	690,940
Charges for Services/Lessons	543,960	312,243	199,366	(112,877)	64%	146,487
Other Revenue	143,720	71,510	12,172	(59,338)	17%	57,860
TOTAL OPERATING REVENUE	\$ 3,601,820	\$ 2,395,110	\$ 1,481,200	\$ (913,910)	62%	\$ 1,486,218
OPERATING EXPENSES:						
Personnel Services	2,164,659	1,956,291	1,548,845	407,446	79%	1,714,324
Operating Supplies	229,326	229,326	152,306	77,020	66%	228,962
Professional Services	801,931	801,931	798,549	3,382	100%	540,955
Other Charges	211,934	211,934	153,490	58,444	72%	489,644
Capital Outly	175,000	175,000	170,120	4,880	97%	213,936
TOTAL OPERATING EXPENSES	3,582,850	3,374,482	2,823,310	551,172	84%	3,187,821
OPERATING INCOME	18,970	(979,372)	(1,342,110)	(362,738)		(1,701,603)
NON-OPERATING REVENUES:						
Intergovernmental Revenue	-	-	40,000	40,000		-
Investment Earnings (Charges)	(11,900)	(11,900)	11	11,911	0%	135
Sale of Capital Assets	20,000	20,000	-	(20,000)		-
TOTAL NON-OPERATING REVENUES	8,100	8,100	40,011	31,911	494%	135
NON-OPERATING EXPENSES:						
Debt Service - Principal	355,000	355,000	-	355,000	0%	-
Debt Service - Interest	146,320	146,320	99,788	46,532	68%	81,260
Issuance Costs & Fiscal Agent Fees	2,750	2,750	3,400	(650)	124%	119,953
TOTAL NON-OPERATING EXPENSES	504,070	504,070	103,188	400,882	20%	201,213
INCOME (LOSS) BEFORE TRANSFERS	(477,000)	(1,475,342)	(1,405,287)	70,055		(1,902,681)
TRANSFERS IN (OUT):						
Transfers In	477,000	477,000	477,000	-		530,918
CHANGE IN NET POSITION	\$ -	\$ (998,342)	\$ (928,287)	\$ 70,055		\$ (1,371,763)

CHASKA PAR 30 FUND / THE LOOP
REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, ACTUAL, AND PRIOR YEAR TO DATE
FOR THE PERIOD ENDED 9/30/21 AND 9/30/20

	2021 BUDGET	ACTUAL AS OF 9/30/2021	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR YTD AS OF 9/30/2020
OPERATING REVENUES:				
Green Fees	\$ -	\$ -	\$ -	\$ 184,972
Cart Rental	-	-	-	15,988
Merchandise & Other Sales	-	-	-	3,829
TOTAL OPERATING REVENUES	-	-	-	204,789
OPERATING EXPENSES:				
Golf - Maintenance Dept:				
Personnel Services	-	-	-	61,978
Supplies, Services & Other Charges	-	4,748	(4,748)	10,884
Golf - Club House:				
Personnel Services	-	-	-	41,906
Supplies, Services & Other Charges	-	579	(579)	36,422
Merchandise for Resale	-	-	-	2,091
Capital Outlay - Golf Course Construction	-	1,732,102	(1,732,102)	368,106
TOTAL OPERATING EXPENSES	-	1,737,429	(1,737,429)	521,387
OPERATING INCOME	-	(1,737,429)	(1,737,429)	(316,598)
NON-OPERATING REVENUES:				
Investment Earnings (Charges)	-	-	-	-
Payments/Contributions (The Loop)	-	-	-	124,000
Intergovernmental Revenue	-	76	76	-
Refunds/Reimbursements	-	59	59	-
TOTAL NON-OPERATING REVENUES	-	135	135	124,000
INCOME (LOSS) BEFORE TRANSFERS	-	(1,737,294)	(1,737,294)	(192,598)
CHANGE IN NET POSITION	\$ -	\$ (1,737,294)	\$ (1,737,294)	\$ (192,598)

Golf course is closed for construction

CHASKA TOWN COURSE FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, ACTUAL, AND PRIOR YEAR TO DATE
FOR THE PERIOD ENDED 9/30/21 AND 9/30/20

	2021 BUDGET	ACTUAL AS OF 9/30/2021	VARIANCE POSITIVE (NEGATIVE)	PERCENT OF BUDGET RECEIVED/ EXPENDED	PRIOR YEAR YTD AS OF 9/30/2020
OPERATING REVENUES:					
Green Fees	\$ 1,464,000	\$ 1,714,636	\$ 250,636	117%	\$ 1,612,181
Driving Range	125,000	156,911	31,911	126%	131,513
Golf Rentals	356,000	399,060	43,060	112%	314,842
Merchandise	250,000	267,293	17,293	107%	199,990
Other Sales	139,000	164,179	25,179	118%	94,562
TOTAL OPERATING REVENUE	\$ 2,334,000	\$ 2,702,079	\$ 368,079	116%	\$ 2,353,088
OPERATING EXPENSES:					
Golf - Maintenance Dept:					
Personnel Services	698,622	533,749	164,873	76%	481,358
Supplies, Services & Other Charges	283,179	269,130	14,049	95%	222,654
Golf - Club House:					
Personnel Services	534,894	420,959	113,935	79%	401,912
Supplies, Services & Other Charges	333,654	364,282	(30,628)	109%	368,498
Merchandise for Resale	174,284	205,207	(30,923)	118%	167,720
Capital Outlay	135,500	111,628	23,872	82%	209,030
TOTAL OPERATING EXPENSES	2,160,133	1,904,955	255,178	88%	1,851,172
OPERATING INCOME	173,867	797,124	623,257		501,916
NON-OPERATING REVENUES:					
Investment Earnings (Charges)	(3,300)	-	3,300		-
TOTAL NON-OPERATING REVENUES	(3,300)	-	3,300		-
NON-OPERATING EXPENSES:					
Debt Service - Principal	121,400	-	121,400	0%	-
Debt Service - Interest	30,600	30,399	201	99%	30,009
TOTAL NON-OPERATING EXPENSES	152,000	30,399	121,601	20%	30,009
INCOME (LOSS) BEFORE TRANSFERS	18,567	766,725	748,158		471,907
TRANSFERS IN (OUT):					
Transfers In	-	-	-		12,331
CHANGE IN NET POSITION	\$ 18,567	\$ 766,725	\$ 748,158		\$ 484,238

TURBINE GENERATOR FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, ACTUAL, AND PRIOR YEAR TO DATE
FOR THE PERIOD ENDED 9/30/21 AND 9/30/20

	2021 BUDGET	ACTUAL AS OF 9/30/2021	VARIANCE POSITIVE (NEGATIVE)	PERCENT OF BUDGET RECEIVED/ EXPENDED	PRIOR YEAR YTD AS OF 9/30/2020
OPERATING REVENUES:					
Lease Revenue	\$ 2,486,184	\$ 959,663	\$ (1,526,521)	39%	\$ 1,006,421
OPERATING EXPENSES:					
Professional Services	105,000	97,307	7,693	93%	92,137
Other Charges	229,445	172,084	57,361	75%	169,759
TOTAL OPERATING EXPENSES	334,445	269,391	65,054	81%	261,896
OPERATING INCOME	2,151,739	690,272	(1,461,467)		744,525
NON-OPERATING REVENUES:					
Investment Earnings	-	(136)	(136)		(2,376)
Interfund Loan Payments	104,219	-	(104,219)	0%	-
TOTAL NON-OPERATING REVENUES	104,219	(136)	(104,355)	0%	(2,376)
NON-OPERATING EXPENSES:					
Debt Service - Principal	1,275,000	-	1,275,000	0%	-
Debt Service - Interest	801,250	400,625	400,625	50%	431,125
Issuance Costs & Fiscal Agent Fees	4,500	-	4,500	0%	4,500
TOTAL NON-OPERATING EXPENSES	2,080,750	400,625	1,680,125	19%	435,625
INCOME (LOSS) BEFORE TRANSFERS	175,208	289,511	114,303		306,524
TRANSFERS IN (OUT):					
Transfers (Out)	-	(46,646)	(46,646)		-
CHANGE IN NET POSITION	\$ 175,208	\$ 242,865	\$ 67,657		\$ 306,524

STORM WATER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, ACTUAL, AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 9/30/21 AND 9/30/20

	2021 BUDGET	ACTUAL AS OF 9/30/2021	VARIANCE POSITIVE (NEGATIVE)	PERCENT OF BUDGET RECEIVED/ EXPENDED	PRIOR YEAR YTD AS OF 9/30/2020
OPERATING REVENUES:					
Residential Sales	\$ 1,043,000	\$ 957,751	\$ (85,249)	92%	\$ 834,667
Industrial Sales	788,000	721,279	(66,721)	92%	634,271
All Other Receipts	14,385	7,978	(6,407)	55%	6,458
TOTAL OPERATING REVENUE	1,845,385	1,687,008	(158,377)	91%	1,475,396
OPERATING EXPENSES:					
Collections:					
Personnel Services	366,900	97,889	269,011	27%	123,874
Supplies, Services & Other Charges	348,482	101,615	246,867	29%	152,693
Administration:					
Personnel Services	131,336	96,495	34,841	73%	96,885
Supplies, Services & Other Charges	389,871	391,620	(1,749)	100%	356,371
Utility Billing:					
Supplies, Services & Other Charges	63,500	51,808	11,692	82%	42,127
Depreciation	30,000	-	30,000	0%	-
Capital Outlay	217,500	101,324	116,176	47%	104,376
TOTAL OPERATING EXPENSES	1,547,589	840,751	706,838	54%	876,326
OPERATING INCOME	297,796	846,257	548,461		599,070
NON-OPERATING REVENUES:					
Investment Earnings (Charges)	6,500	(370)	(6,870)	-6%	(772)
NON-OPERATING EXPENSES:					
Debt Service - Principal	137,333	115,999	21,334	84%	80,000
Debt Service - Interest	55,456	87,653	(32,197)	158%	70,476
Issuance Costs & Fiscal Agent Fees	-	175	(175)		6,769
TOTAL NON-OPERATING EXPENSES	192,789	203,827	(11,038)	106%	157,245
INCOME (LOSS) BEFORE TRANSFERS	111,507	642,060	530,553		441,053
TRANSFERS IN (OUT):					
Transfers In	204,603	204,603	-	100%	206,186
Transfers (Out)	(246,000)	(277,570)	(31,570)	113%	(228,058)
NET TRANSFERS IN (OUT)	(41,397)	(72,967)	(31,570)		(21,872)
CHANGE IN NET POSITION	\$ 70,110	\$ 569,093	\$ 498,983		\$ 419,181

CHASKA CURLING AND EVENT CENTER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, AMENDED BUDGET, ACTUAL AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 9/30/2021 AND 9/30/2020

	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	ACTUAL AS OF 9/30/2021	VARIANCE POSITIVE (NEGATIVE)	PERCENT OF BUDGET RECEIVED/ EXPENDED	PRIOR YEAR YTD ACTUAL 9/30/2020
OPERATING REVENUES:						
Memberships	\$ 149,900	\$ 135,350	\$ 95,751	\$ (39,599)	71%	\$ 113,691
Rentals	167,007	99,296	74,056	(25,240)	75%	44,376
Lessons	255,000	131,000	69,598	(61,402)	53%	89,188
Leagues	225,500	180,000	106,980	(73,020)	59%	78,014
Leases	409,000	297,878	224,822	(73,056)	75%	136,855
Other Revenue	52,779	39,484	8,873	(30,611)	22%	24,109
TOTAL OPERATING REVENUES	1,259,186	883,008	580,080	(302,928)	66%	486,233
OPERATING EXPENSES:						
Administration:						
Personnel Services	363,802	363,802	235,073	128,729	65%	259,810
Supplies, Services & Other Charges	362,024	362,024	283,591	78,433	78%	266,907
Event Center:						
Personnel Services	104,317	103,317	72,208	31,109	70%	73,107
Supplies, Services & Other Charges	13,026	13,026	10,624	2,402	82%	12,474
Curling Center:						
Personnel Services	241,991	199,641	134,608	65,033	67%	148,272
Supplies, Services & Other Charges	93,616	93,616	38,106	55,510	41%	51,062
Crooked Pint	58,525	58,525	47,815	10,710	82%	66,749
Capital Outlay	5,000	5,000	-	5,000		-
TOTAL OPERATING EXPENSES	1,242,301	1,198,951	822,025	376,926	69%	878,381
OPERATING INCOME	16,885	(315,943)	(241,945)	73,998		(392,148)
NON-OPERATING REVENUES:						
Investment Earnings (Charges)	(12,154)	(12,154)	66	12,220		698
TOTAL NON-OPERATING REVENUES	(12,154)	(12,154)	66	12,220		698
NON-OPERATING EXPENSES:						
Debt Service-Principal	1,025,000	1,025,000	1,025,000	-	100%	1,000,000
Debt Service-Interest	559,501	559,501	446,260	113,241	80%	472,636
Issuance Costs & Fiscal Agent Fees	1,600	1,600	3,200	(1,600)	200%	3,200
TOTAL NON-OPERATING EXPENSES	1,586,101	1,586,101	1,474,460	111,641	93%	1,475,836
INCOME (LOSS) BEFORE TRANSFERS	(1,581,370)	(1,914,198)	(1,716,339)	197,859		(1,867,286)
TRANSFERS IN (OUT):						
Transfers In	1,586,101	1,586,101	1,586,101	-	100%	1,598,825
CHANGE IN NET POSITION	\$ 4,731	\$ (328,097)	\$ (130,238)	\$ 197,859		\$ (268,461)



Minutes
CHASKA HUMAN RIGHTS COMMISSION
CITY HALL COUNCIL CHAMBERS
Thursday, September 23, 2021
6:30 PM

1. Roll Call

Present: Chair Carlson, Haga, Welvaert, Hubbard

Absent: Sandison, S. White, Spreadbury, Hughes

2. Adopt Agenda

Motion: Haga

Second: Welvaert

Motion: Carried

3. Resignation – Commissioner Lisa White

3A Resignation of Commissioner Lisa White

Chair Carlson shared the commission had received a copy of Commissioner White's official resignation e-mail. Chair Carlson commented on Lisa's great contribution to the MLK Breakfast and Chaska River City Days and expressed Lisa will be missed. Kabat shared the process with Lisa's resignation to include Donta Hughes's position become a voting position. Two alternate positions would be open, they are open at this time for anyone to apply.

4. Open Forum/Guest Presentation

4A Guest Presentation – Julie Frick, and Allison Streich Carver County CDA
Presented to highlight affordable housing projects that the CDA leads

5. Approve Minutes

5A Adopt Meeting Minutes – August 26, 2021

Motion: Welvaert

Second: Hubbard

Motion: Carried

6. Treasurer's Report

6A Treasurer's Report 2021

Kabat shared an order was placed for the 250 fans for River City Days giveaways, however, the invoice has not yet been received. The approximate cost is \$665.00. Current balance is \$1,290.66.

Motion: Haga

Second: Hubbard

Motion: Carried

7. Committee Updates

7A Budget

Chair Carlson shared they submitted the budget to the City Council and are in the process of being approved. Levy was preliminarily approved for \$5,000.00 for 2022. Final approval will be on the first Monday in December at the City Council meeting.

7B River City Days

Chair Carlson expressed Commissioner Spreadbury and Denise Beebe added additional items to review for next year's give-aways to attract children to the booth. Commissioner Hubbard commented he likes the Sport Flyer and suggested a bubble machine. After further discussion, it was decided to postpone a decision till next month's meeting keeping in mind the invoice date for budget purposes.

7C MLK Celebration

Commissioner Welvaert reported they met on September 8th. In attendance were Commissioner S. White, Kevin Wright, and Nate Kabat. The sub-committee looked into pricing for bakery items. Dunn Brothers are willing to donate the coffee again. Working on checking the cost at other area bakeries to help support the MLK breakfast in some way. Next couple of weeks working to connect with area schools with ways to engage and participate. The next

meeting is on Oct 12th. Members of the subcommittee have personal connections with some people at the schools. Also noted is that Robin Francis is probably going to be the subcommittee's resource to the schools.

7D Program

Chair Carlson shared next month's guest speaker is Kelli Brenny who represents part of the diversity with the books program at District 112. Chair Carlson shared the possibility of a partnership with Kelly to include a couple of opportunities. First is physical appointments to read books to students in elementary and middle schools and second looking at books to purchase to use at the schools. The ROAR Foundation gave them little kids books but still need books for middle school students. She is looking forward to furthering discussions and her upcoming presentation.

Chair Carlson and commissioner Haga will meet Tuesday 9-28-2021 with the American Indian Advocacy Parent Advisory group. Discuss what the HRC has done and what we hope to accomplish with the group.

Chair Carlson shared the Chaska Rotary Club will donate \$250.00 towards our green card voices program in March 2022. They also offered their month of March guest weekly speakers as a resource to the Commission. Chair Carlson also has explored the ideas of people willing to make donations to the HRC for sponsoring the green card voices program. She is encouraged with the responses of how the community would like to know more about the program.

7E Empathetic Response

Commissioner Spreadbury was not in attendance at the meeting, no further discussion at this time.

7F Webpage

Chair Carlson and Commissioner Sandison met with Kevin Wright looking at other HRC webpages. They forwarded changes they would like to see on the webpage, possible resolutions and proclamations to be included.

8. New Business:

Commissioner Haga inquired when is the Human Rights award nominations available? Kabat stated it is currently posted, this is a good time of year to promote. Kabat to talk with Kevin Wright for media posting. Word of mouth and making suggestions is the best way to communicate this award. Commissioner Haga and Chair Carlson are going to work on a letter to the editor to promote nominations for this award. Commissioner Hubbard inquired about a message in the utility bills? Kabat to look into an insert with utility bills, not on white paper.

Commissioner Welvaert requested to keep in mind November 13th is shining the light on the homeless people sleep out at the Fireman's Park. She will be bringing more information regarding this event next month. His house foundation can always be notified for more information.

9. Next Meeting Date – October 28, 2021 (**NOTE:** November's meeting date will be held November 18th, 2021 due to Thanksgiving.) Commission to discuss December's meeting date at the next month's meeting.

10. Adjourn

Motion: Welvaert

Second: Hubbard

Motion: Carried