AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, December 20, 2021
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
6. Approve Previous Meeting Minutes
   - 6.A. Approve the December 6, 2021 City Council Meeting Minutes
7. Consent Items
   - 7.A. Appoint the Chaska Herald as Official Newspaper for the City of Chaska for 2022
   - 7.B. Appoint the Law Firm of Melchert, Hubert, Sjodin to Represent the City of Chaska in 2022
   - 7.C. Consider Additional 2021 COLA Increase for LELS Union
   - 7.D. Consider 2022 Employee Pay Classification, Salary Adjustment Rate Chart
   - 7.E. Accept Dontá Hughes Resignation as a Commissioner on the Human Rights Commission
   - 7.F. Accept Russell St. John Resignation as Commissioner on the Heritage Preservation Commission
   - 7.G. Adopt Resolution 2021-88, Approve MnDOT Signal Maintenance Agreement for T.H. 212 Ramps as C.S.A.H 11

7.H. Adopt Resolution 2021-89, Authorize Participation in National Opioid Settlements

7.I. Authorize Mayor and City Administrator to sign a Purchase and Redevelopment Agreement with the Carver County Community Development Agency for the Ernst House Redevelopment Project

7.J. Adopt Resolution 2021-90, Resolution Supporting the Safe Routes to School Infrastructure Grant Application for the Chaska Safe Routes to School project

7.K. Disposition of Excess Property Near Highwood Drive

7.L. Adopt Resolution 2021-91, Establish 2021 Interfund Tax Increment Financing

7.M. Policies and Procedures for Federal Awards Administration

7.N. Adopt Resolution 2021-93, TH 41 Downtown MnDOT DCP Agreement for Federal Projects

7.O. Adopt Resolution 2021-95, Financing Police and City Vehicles

7.P. Adopt Ordinance MC 2021-1006, Adopt Ordinance MC 2021-1006, 2022 Development Fees

7.Q. Authorize Memorandum of Agreement with Carver County for Highway 41 and 61 Improvement Project

8. Action Items

8.A. Adopt Resolution 2021-94 and Ordinance MC 2021-1007, Approving the Preliminary Plat, Preliminary Site & Building Plan, Sale of Excess City Land, and Rezoning for Oak Ridge/RCS-RCA Oak Ridge LLC/PC #2021-08

8.B. Adopt Resolution 2021-85, Recommend Approval of the Concept Plan for Oak Creek and Clover Field Apartments/DR Horton & Chaska Investments/PC #2021-20

8.C. Adopt Resolution 2021-86, Recommend Approval of the Concept Plan for Clover Ridge Apartments/AV Development LLC/PC #2021-21

8.D. Adopt Resolution 2021-87, Recommend Approval of the Concept Plan for Chaska Creek Industrial Phase 3/Oppidan/PC #2021-19

8.E. Adopt Resolution 2021-92, Budget and Tax Levy Adoption for 2022

9. Bills

9.A. ACCOUNTS PAYABLE COUNCIL ROSTER 12-20-2021

10. Other Business

10.A. City Administrator's Report

10.A.i. Biweekly Report 12-20-2021

10.B. Monthly Financial Reports

10.C. Other Meeting Minutes

10.C.i. Human Rights Commission Meeting Minutes 10-28-2021

11. Adjourn

Chaska Economic Development Authority Meeting
Immediately following City Council

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**- MINUTES -**
**CHASKA CITY COUNCIL**
**DECEMBER 6, 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, 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; Jake Sofly, City Attorney; and City Engineer Matt Clark.

4. Adopt the Agenda
Councilmember Huang noted that there is a spelling error on the Agenda, Item 7.G. in "Hazeltine" which needs to be corrected.

Motion by Councilmember Hubbard, second by Councilmember Hatfield to adopt the agenda with the noted amendment. Motion carried.

5. Visitor Presentation
None.

6. Minutes

6.A. Approve November 15, 2021 City Council Meeting Minutes

Motion by Councilmember Hatfield, second by Councilmember Hubbard to approve the minutes of the November 15, 2021 City Council meeting.
Motion carried.

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

A. Adopt Resolution 2021-77, Designate Polling Locations for 2022 Elections

Motion to adopt Resolution No. 2021-77, Designating Polling Place Locations for 2022 Elections.

B. Approve 2022 Prosecution Contract

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Motion to authorize the Mayor and City Administrator to execute the 2022 County Prosecution Contract.

C. Approve Municipal Tort Liability Limits

Motion to direct the City Administrator to inform the League of Minnesota Cities Insurance Trust that the City of Chaska elects not to waive the monetary limits on municipal tort liability established by Minnesota Statute.

D. Approve 2022 Business License Renewals

Motion to approve the 2022 Business Licenses to include games of skill, refuse haulers, massage therapists, tobacco sales, solicitors/peddlers/transients and golf cart permits effective January 1, 2022 through December 31, 2022.

E. Adopt Resolution 2021-79, Acceptance of Additional Coronavirus Local Fiscal Recovery Funds Established Under the American Rescue Plan Act

Motion to approve Resolution No. 2021-79 Accepting the Redistribution of Unrequested Coronavirus Local Fiscal Recovery Funds Established under the American Rescue Plan Act.

F. Adopt Resolution 2021-80, Amending Fund Balance Commitments

Motion to approve Resolution No. 2021-80 amending General Fund Balance commitments.

G. Approve Parking Lease Agreement with Hazeltine Gates, LLC for the Loop Golf Course Parking

Motion to approve the Amended and Restated Lease Agreement with Hazeltine Gates, LLC for use of 30 parking stalls adjacent to The Loop Golf Course.

H. Adopt Resolution 2021-82, Request for Variance from standard for State Aid Operation

Motion to approve Resolution No. 2021-82 requesting a variance from standard for State Air Operation for Project S.A.P. 196-594-002.

I. Approve The Loop Stormwater Easement Agreements

Motion to approve authorizing the Mayor and City Administrator enter into Cross Drainage and Stormwater Easement Agreements with Hazeltine Gates, and The Legends at Hazeltine for The Loop Golf Course.

Motion carried.

8. Action Items

8.A. Public Hearing: Annual Truth in Taxation

City Administrator Podhradsky introduced and provided background on this item. He stated the Council doesn't need to take any action on this item tonight, it is to be presented to the public for feedback and questions only.

Councilmember Huang asked where neighbors Victoria and Carver County are in the rankings provided.

City Administrator Podhradsky stated they are not in the top 10 but in the top half and noted that is where most developing cities would fall.

Mayor Windschitl opened the public hearing on this item at 7:52 p.m.

No one wished to address the Council.

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Mayor Windschitl closed the public hearing at 7:53 p.m.

Motion by Councilmember Huang, seconded by Councilmember Grau to establish December 20th, 2021 at 7:00 p.m. as the date Chaska City Council will consider the adoption of the 2022 budget and final tax levy.
Motion carried.

8.B. Adopt Resolution 2021-78, Issuance of Loan for The Loop Project

City Administrator Podhradsky introduced this item.

Administrative Services Director Graczyk addressed the Council and provided the purpose and background on this item.

Anton Voinov of Baker Tilly, Municipal advisors to the City, addressed the Council. He stated the decision to recommend moving forward with Charter Bank was to provide more flexibility for the City compared to what Center Bank proposed, considering there are still many outstanding items yet to be determined within the project.

Councilmember Hubbard asked if a down payment is needed with this proposed loan.

Administrative Services Director Graczyk stated there is no down payment; it is a ground lease transaction in which the City is pledging the property to repay the debt.

Motion by Councilmember Hubbard, second by Councilmember Huang to adopt Resolution 2021-78 relating to the financing of improvements to City land, authorizing the execution and delivery of a lease-purchase agreement and related documents.
Motion carried.

8.C. Solicit RFP for Architectural Services - Chaska Community Center

City Administrator Podhradsky introduced this item.

Parks and Recreation Director Grange addressed the Council and provided a presentation on this item.

Mayor Windschitl asked how RJM automatically is the construction manager without the City having to bid out the job.

City Administrator Podhradsky stated because RJM would be providing a professional service, the City isn't required to bid out the job. He also noted they have used RJM in the past and they have done a great job.

Councilmember Huang stated in the past it has worked out well having the construction contractor also serve as the project manager. He stated on the bus station garage reconstruction

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project in the past they used the same approach and as a result were able to save money when unexpected things came up and they were able to turn them into other useful amenities.

Motion by Councilmember Hubbard, second by Councilmember Huang to Approve City Staff to Solicit RFP for Architectural Services for the Chaska Community Center Master Plan.
Motion carried.

8.D. Adopt Resolutions 2021-81, 2021-83 and 2021-84 and Ordinance MC 2021-1004 and Ordinance MC 2021-1005, Establish 2022 Utility Rates

City Administrator Podhradsky introduced this item and stated usually this is on the agenda during the second meeting in December but to get the rates ready to go for January billing, it is better practice to review them earlier in December. He stated what they are seeing in their packets tonight on this item are the things reviewed in the budgeting meetings they have had throughout the year.

Motion by Councilmember Grau, second by Councilmember Hubbard to adopt Ordinance No. 2021-1004 establishing 2022 Water and Sewer Utility Rates.
Motion carried.

Motion by Councilmember Huang, second by Councilmember Hatfield to adopt Resolution No. 2021-83 Approving Summary Publication of Ordinance 2021-1004.
Motion carried.

Motion by Councilmember Hubbard, second by Councilmember Huang to adopt Ordinance No. 2021-1005 establishing 2022 Electric Utility Rates.
Motion carried.

Motion by Councilmember Grau, second by Councilmember Hatfield to adopt Resolution No. 2021-84 Approving Summary Publication of Ordinance 2021-1005.
Motion carried.

Motion by Councilmember Hubbard, second by Councilmember Hatfield to adopt Resolution No. 2021-81 establishing 2022 Storm Water Utility Rates.
Motion carried.

9. Bills
9.A. Accounts Payable Council Roster 12-6-2021

Council requested further information on pages 1, 7 and 8.

City Administrator Podhradsky provided further information regarding those bills.

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

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Motion carried.

10. Other Business
10.A. City Administrator's Report
10.B. Bi-Weekly Report December 6, 2021

Councilmember Hatfield:
- Stated she is grateful for the Police and is happy they are bringing on more people to help them
- Noted Coffee with a Cop is on December 15th at Dunn Brothers
- Stated on December 16th there is a Food Distribution event
- Stated the Community Center is hosting an Open House on December 11th from 12pm – 6pm

Councilmember Hubbard:
- Stated she attended the Tree Lighting on December 5th and noted it was great and the choir was excellent
- Encouraged everyone to shop local and thanked Officer Julie for all her hard work on the Heros and Helpers event, and stated it was a highlight of her year to participate in that and help wrap gifts for kids and their families

Councilmember Huang:
- Stated the holiday event at City Square Park was a great event, he noted the llamas were a big hit
- Noted that Chaska Valley Theatre is putting on the production of Newsies this coming weekend, he noted more information about show times and tickets can be found at cvft.org
- Stated Southwest Transit is wrapping up strategic planning for 2021 and working on obtaining more buses

Councilmember Grau:
- Stated he wanted to give a shout out to those who contributed to the Tree Lighting and Santa event on December 5th
- Commended the Police Department for being quick to inform people of what is going on in the City

Assistant Administrator Kabat:
- Stated they got notification that the City was awarded a $500k grant through the Transportation Economic Development Infrastructure Program and it will be put towards the sewer extension

City Administrator Podhradsky
- Stated they submitted an application for a grant of around $1.7million through the National EDA and noted they have a good chance of getting that and it would help with the sewer extension project as well if awarded

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Mayor Windschitl:

- Stated it was great to see the kids shop with the Police Officers at the Heros and Helpers event, and he thanked and congratulated Officer Julie for a successful event
- Noted the weekend went well with the Tree Lighting and events in City Square Park, stating it was nice to see people out at the events
- Thanked the 100 Club for helping with the decorations around the City
- Noted the next Council meeting is on December 20th and they will finalize the budget that evening
- Stated Chaska is the 16th fastest growing City in the State, in the fastest growing County

11. Adjourn

Motion by Councilmember Hatfield, second by Councilmember Huang to adjourn the meeting at 9:45 pm.
Motion carried.

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject: Appointment of Official Newspaper**

Prepared By: Denise Beebe, Senior Clerk

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Annually, the City needs to act on appointing the official newspaper for the upcoming year. In the past, Chaska's official newspaper has been the "Chaska Herald." Attached is a letter from the Herald indicating their interest in serving as the official newspaper for 2022. They have indicated that their rates will increase 4% to $7.35 per-inch, which reflects a discount off their normal advertising fees. Being appointed as the official newspaper means that the City will place all its legal notices in the Herald to comply with statutory requirements.

Staff is recommending that we continue to utilize the "Chaska Herald" as our official newspaper.

**CITY COUNCIL ACTION REQUESTED**

Motion to appoint the "Chaska Herald" as the official newspaper of the City of Chaska for 2022.

CHASKA HERALD

December 14, 2021

Mr. Matt Podhradsky
City Administrator
City of Chaska
#1 City Hall Drive
Chaska, Minnesota 55318

Dear Mr. Podhradsky,

Please consider our request for appointment of the Chaska Herald as the official newspaper for the City of Chaska in 2022.

We feel very strongly that the publishing of legal notices in the newspaper is of vital importance to local residents who wish to stay informed about the decisions being made by your elected body. The rate submitted by the Chaska Herald for 2022 is $7.35 per column inch, which reflects a 4-percent increase to the rate charged in 2021.

Notices submitted by the City of Chaska will continue to be posted on our newspaper website, www.chaskaherald.com, free of charge. Our legal notice deadline is at noon on Thursday, preceding the following week's publication date; during holiday weeks the deadline may be advanced.

Thank you for the opportunity to be of service to you in the past. We hope that relationship can be continued in the coming year.

Respectfully,

Laurie A. Hartmann

Laurie A. Hartmann
General Manager

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject: Appointment of City Attorney**

Prepared By: Denise Beebe, Senior Clerk

Reviewed By: Matt Podhradsky, City Administrator

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Annually, the City needs to take action on appointing the City Attorney. Under City code, all employees, except the City Attorney, are appointed by the City Administrator. The Code specifies that the City Attorney will be appointed annually by the City Council. As in the past, it is recommended that the City Council reappoint the firm of Melchert Hubert Sjodin Law as the City Attorney. Since the firm has served as the City's legal counsel for a number of years the firm brings a great deal of knowledge of past actions the City has taken. Besides this, the firm is able to provide the City with a number of different specialties, which does allow us to have most aspects of our general legal needs represented by one firm.

429 Projects - $209
Other Matters - $199
Litigation Rate - $251
Meeting Rate - $73

Please note that the above rates represent only a cost of living increase. Based on this, Staff does feel that this is a fair proposal.

**CITY COUNCIL ACTION REQUESTED**
Motion to appoint the law firm Melchert, Hubert, Sjodin, as the Chaska City Attorney for 2022.

**J. Michael Melchert, Esq.**
Direct Dial:
(952) 442-7788
Email Address:
mmelchert@mhslaw.com

MHS
MELCHERT HUBERT SJODIN
ATTORNEYS AT LAW

121 W Main Street, Suite 200
Waconia, Minnesota 55387
Telephone: (952) 442-7700

510 Chestnut Street N, Suite 100
Chaska, Minnesota 55318
Telephone: (952) 442-7700

www.mhslaw.com

December 14, 2021

Matt Podhradsky
City Administrator
City of Chaska
One City Hall Plaza
Chaska, MN 55318

***Re: City Attorney Position***

Dear Mr. Podhradsky:

The firm of Melchert Hubert Sjodin, PLLP, respectfully requests that the City of Chaska appoint our firm as City attorneys for 2022.

Our rates for 2022 will be:

| | |
|---|---|
| 429 Projects or Projects Funded through Federal, State or Other Grants: | $209.00 |
| Other Matters (excluding 429, etc.): | $199.00 |
| Litigation and Complex Development: | $251.00 |
| Regular Council and Regular Planning Commission Meetings: | $ 73.00 |

The above rates represent a 1.3% cost of living increase.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

J. Michael Melchert

JMM/clw

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/21

**Subject:** **Consider Additional 2021 COLA Increase for LELS Union**

Prepared By: Sarah Donovan, HR Director

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Background

For the year 2021, a 1.5% cost of living increase was approved for union wages. However, the city agreed to later obtain COLA adjustment percentages for the 2021 year from comparable cities so the city could complete an analysis to find the average COLA increase percent for those comparable cities. If it was found that a 1.5% increase was lower than the average, the difference would be applied to union pay effective 12/31/21 at 11:59 PM. This additional percentage would not be retro paid but would increase the base wage going into 2022 contract negotiations if the city did fall out of line with the market.

The comparable cities data was gathered and the difference between what the city approved for 2021 (1.5%), and the average of the comparable cities was 1.1%.

Non-union employees will be receiving the 1.1% increase as well, they will just receive it at the time of their scheduled annual review. For non-union employees in the c zone, they will receive the 1.1% increase at their first review period within the year.

Recommendation

Staff is recommending the approval of the additional 1.1% effective 12/31/21 at 11:59 PM for LELS union groups #210 (Officers), #385 (Sergeants), and #447(Lieutenants).

**CITY COUNCIL ACTION REQUESTED**

Motion to approve the additional 1.1% COLA increase for 2021 union wages.

# MEMORANDUM OF ARGREEMENT

This Memorandum of Agreement is entered into by and between the City of Chaska (hereafter "City) and Law Enforcement Labor Services, Inc., Local #447 (hereafter "Union).

WHEREAS, the City and the Union are parties to a collective bargaining agreement ("CBA") negotiated pursuant to the Public Employment Labor Relations Act and in effect January 1, 2021 through December 31, 2021 and continuing by operation of law;

WHEREAS, Article 32 of the CBA provides for analysis of the external market wage increases by the parties and subsequent negotiation of a wage adjustment based on that analysis, to be effective on December 31, 2021; and

WHEREAS, the Article 32 analysis was completed and the parties met and agreed upon the appropriate wage increase;

NOW, THEREFORE, the parties agree that:

1. Monthly base wages for Lieutenants shall increase by 1.1 % effective on December 31, 2021 at 11 :59 p.m.
2. Article 32.1 WAGES-shall be-amend by adding the new wage schedule:
    - Monthly Base Wage is $8,660.83 (Sergeant base rate) + 7.5% (Specialty pay) = $9,310.39
3. This Memorandum of Agreement constitutes the complete and total agreement between the parties regarding these matters upon execution of this agreement

**IN WITNESS WHEREOF,** the parties have caused the Memorandum of Agreement to be executed on the dates set forth by their respective signatures.

| FOR (THE CITY 0F CHASKA) | FOR (LAW ENFORCEMENT LABOR SERVICES, INC.) |
|---|---|
| _____ | _____ |
| City Administrator Matt Podhradsky | Union Steward Tony Kjorstad |
| _____ | _____ |
| Date | Date |

_____
Union Steward Chris George

_____
Date

_____
LELS Union Representative

_____
Date

# MEMORANDUM OF AGREEMENT
## Wage Adjustment

This Memorandum of Agreement is entered into by and between the City of Chaska (hereafter "City) and Law Enforcement Labor Services, Inc., Local #210 (hereafter "Union).

WHEREAS, the City and the Union are parties to a collective bargaining agreement ("CBA") negotiated pursuant to the Public Employment Labor Relations Act and in effect January 1, 2021 through December 31, 2021 and continuing by operation of law;

WHEREAS, Article 31 of the CBA provides for analysis of the external market wage increases by the parties and subsequent negotiation of a wage adjustment based on that analysis, to be effective on December 31, 2021; and

WHEREAS, the Article 31 analysis was completed and the parties met and agreed upon the appropriate wage increase;

NOW, THEREFORE, the parties agree that:

1. Monthly base wages for peace officers shall increase by 1.1% effective on December 31, 2021 at 11:59 p.m.

2. Article 31.1 WAGES shall be amended by adding the new wage schedule:

| | |
|---|---|
| Start | $5,386.61 |
| 6 Month | $5,874.92 |
| 12 Month | $6,201.47 |
| 24 Month | $6,691.81 |
| 36 Month | $7,334.81 |

3. This Memorandum of Agreement constitutes the complete and total agreement between the parties regarding these matters upon execution of this agreement.

IN WITNESS WHEREOF, the parties have caused the Memorandum of Agreement to be executed on the dates set forth by their respective signatures.

FOR (THE CITY OF CHASKA)

City Administrator Matt Podhradsky

Date

FOR (LAW ENFORCEMENT LABOR SERVICES, INC.)

Union Steward Mike Kleber

Date

Union Steward Trent Wurtz

Date

Jay Maher

LELS Union Representative Jay Maher

10-27-2021

Date

Union Steward Joe Kavlie

Date

# MEMORANDUM OF ARGREEMENT

This Memorandum of Agreement is entered into by and between the City of Chaska (hereafter "City) and Law Enforcement Labor Services, Inc., Local #385 (hereafter "Union).

WHEREAS, the City and the Union are parties to a collective bargaining agreement ("CBA") negotiated pursuant to the Public Employment Labor Relations Act and in effect January 1, 2021 through December 31, 2021 and continuing by operation of law;

WHEREAS, Article 32 of the CBA provides for analysis of the external market wage increases by the parties and subsequent negotiation of a wage adjustment based on that analysis, to be effective on December 31, 2021; and

WHEREAS, the Article 32 analysis was completed and the parties met and agreed upon the appropriate wage increase;

NOW, THEREFORE, the parties agree that:

1. Monthly base wages for Supervisors shall increase by 1.1 % effective on December 31, 2021 at 11 :59 p.m.
2. Article 32.1 WAGES-shall be-amend by adding the new wage schedule:
    - $8,660.83 monthly base
3. This Memorandum of Agreement constitutes the complete and total agreement between the parties regarding these matters upon execution of this agreement

**IN WITNESS WHEREOF,** the parties have caused the Memorandum of Agreement to be executed on the dates set forth by their respective signatures.

FOR (THE CITY 0F CHASKA)

_____
City Administrator Matt Podhradsky

_____
Date

_____

FOR (LAW ENFORCEMENT LABOR SERVICES, INC.)

_____
Union Steward Jamie Personius

_____
Date

Union Steward Kyle Gibbons

_____
Date

_____
LELS Union Representative Sean McKnight

_____
Date

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL

**Subject:** **Consider 2022 Employee Pay Classification, Salary Adjustment Rate Chart**

Prepared By: Sarah Donovan, HR Manager

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**Background**
Since 1980, the city has had a Performance Pay Plan for its non-union employees. Under this Plan, employees are compensated based on their individual performances within an established salary range for their positions. Implementation of the Plan requires an annual review and update of the compensation ranges for the individual non-union positions.

One of two elements of the Performance Pay Plan is the Pay Classification Plan, which was adopted in 2017 primarily to comply with State-mandated comparable worth.

The adopted Pay Classification Plan is based upon the following elements:

A. All positions are classified based on an internal comparison study. Based on this study, compensation ranges were established.

B. The compensation ranges for each position were compared to the average pay rate of each position in other metropolitan communities of similar size to Chaska. It is City policy that individual position rates would not be twenty percent (20%) higher or twenty percent (20%) lower than the average of the comparison cities.

C. Compensation ranges are adjusted by an inflation factor annually to reflect the cost of living and other market adjustments.

D. Compensation ranges are adjusted to ensure compliance with pay equity standards set by MN Statute 471.991-999 and MN Rules Chapter 3920.

**Part-Time Pay Classifications:**

For 2022 there will be additional job titles added on to the part-time pay classifications for Fire, Golf and Public works. This is already included in the 2022 budget numbers for the respective departments but wanted to call this out as a change to the current list of job titles.

**Non-Union Salaries**

Pay Classification COLA Information (Non-Union)

- Every year, staff adjusts the Pay Classification Plan with the inflation factor and then compares the plan with other metro cities of similar size.

- For the year 2021 a 1.5% cost of living was applied. However, the city agreed to later obtain COLA adjustment percentages for the 2021 year from comparable cities. Then the city would complete an analysis to find the percent average COLA increase for those comparable cities. If it was found that a 1.5% increase was lower than the average, the difference would be applied to the pay classification for 2022. The comparable cities data was gathered and the difference between what the city approved for 2021 COLA adjustment (1.5%), and the approximate average of the comparable cities (2.6%) was 1.1%.

- In addition to the 1.1% COLA adjustment, to update for market changes from 2021 to 2022, staff recommends a 3% cost of living increase in the compensation ranges which is consistent with the proposed 2022 union contracts. This would bring the total pay classification adjustment to 4.1%.

Salary Adjustment Rate Chart

Implementation of the non-union Pay Classification Plan also requires the Council to adopt the attached Salary Adjustment Rate Chart. The purpose of this chart is to identify salary adjustments for individual employees based on their relative location within the salary ranges and annual performance. This Salary Adjustment Rate Chart defines the potential range of salary increases through the Performance Pay Plan. The highest performing employees are incentivized by earning higher pay increases, while those performing at lower levels earn lower pay increases. Notably, under this plan salary adjustments are made throughout the year on anniversary dates based on performance evaluations and are not made across the board on January 1 of the calendar year.

The proposed 2022 Salary Adjustment Rate is identical to previous years with potential performance-based increases ranging from 0% to 5.0%. With the exception of employees who are already at the maximum pay level according to their pay grade, the range reflected in the recommended plan will allow employees that are exceeding expectations to move forward in the Pay Classification Plan in a similar fashion to unionized employees who receive step/longevity increases in addition to cost of living. Conversely, employees who are not performing at satisfactory levels will not progress as quickly through the pay range within the pay grade.

**Recommendation**

Staff is recommending the adoption of the 2022 Pay Classification Plan and attached 2022 Salary Adjustment Rate Chart.

**CITY COUNCIL ACTION REQUESTED**

Motion to approve the 2022 Pay Classification Plan and, 2022 Salary Adjustment Chart.

**CITY OF CHASKA 2022 FT PAY STRUCTURE**

| Grade | Job Title | HOURLY | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Zone C | | Zone B | | | Zone A | |
| | | Minimum | | | Midpoint | | | Maximum |
| 5 | Administrative Assistant I | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 5 | Greenskeeper I | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 6 | Facility Specialist I | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Customer Service Representative | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 7 | Administration Clerk | $19.13 | $21.52 | $21.53 | $23.91 | $26.30 | $26.31 | $28.69 |
| 7 | Facility Specialist II | $19.13 | $21.52 | $21.53 | $23.91 | $26.30 | $26.31 | $28.69 |
| 8 | Administrative Assistant II | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Building Maintenance I | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Human Resources Assistant | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Permit Technician | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Public Works Maintenance I | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Records Clerk | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Utility Account Clerk | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Water & Sewer Maintenance I | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 9 | Accounting Clerk | $22.31 | $25.10 | $25.11 | $27.89 | $30.68 | $30.69 | $33.47 |
| 9 | Accounts Payable Clerk | $22.31 | $25.10 | $25.11 | $27.89 | $30.68 | $30.69 | $33.47 |
| 9 | Cable Communications Coordinator | $22.31 | $25.10 | $25.11 | $27.89 | $30.68 | $30.69 | $33.47 |
| 10 | Facility Specialist III | $22.31 | $25.10 | $25.11 | $27.89 | $30.68 | $30.69 | $33.47 |
| 10 | Facility Maintenance Coordinator | $23.99 | $26.98 | $26.99 | $29.98 | $32.98 | $32.99 | $35.98 |
| 10 | Municipal Services Inventory/Accounting Clerk | $23.99 | $26.98 | $26.99 | $29.98 | $32.98 | $32.99 | $35.98 |
| 10 | Senior Accounting Clerk | $23.99 | $26.98 | $26.99 | $29.98 | $32.98 | $32.99 | $35.98 |
| 11 | Administrative Assistant-Firefighter | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 11 | Assistant to the Director | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 11 | Building Inspector I/ Sump Pump Inspector | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 11 | Building Maintenance II | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 11 | Curling & Event Center Coordinator | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 11 | IT Technician | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 11 | Public Works Maintenance II | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 11 | Recreation Coordinator | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 11 | Utility Billing Clerk | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 11 | Water & Sewer Maintenance II | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 12 | Aquatics & Operations Coordinator | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 12 | Assistant Golf Professional | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 12 | Building Inspector I | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 12 | Community Service Officer | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 12 | Firefighter-Inspector | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 12 | Greenskeeper III | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 12 | Ice Arena and Operations Coordinator | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 12 | Mechanic | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 12 | Office Manager - Police | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 12 | Public Works Maintenance III | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 12 | Resource & Event Services Supervisor | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 12 | Water & Sewer Maintenance III | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 13 | Accountant I | $29.52 | $33.21 | $33.22 | $36.90 | $40.59 | $40.60 | $44.28 |
| 13 | Assistant Utility Billing Coordinator | $29.52 | $33.21 | $33.22 | $36.90 | $40.59 | $40.60 | $44.28 |
| 13 | Building Maintenance III | $29.52 | $33.21 | $33.22 | $36.90 | $40.59 | $40.60 | $44.28 |
| 13 | Event Center Supervisor | $29.52 | $33.21 | $33.22 | $36.90 | $40.59 | $40.60 | $44.28 |
| 13 | Human Resources Generalist I | $29.52 | $33.21 | $33.22 | $36.90 | $40.59 | $40.60 | $44.28 |
| 13 | Payroll Coordinator | $29.52 | $33.21 | $33.22 | $36.90 | $40.59 | $40.60 | $44.28 |
| 14 | Accountant II | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Apprentice Line Worker | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Building Inspector II | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | City Planner | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Desktop Support Analyst | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Facility Maintenance Supervisor | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Fitness Supervisor | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Guest Services Supervisor | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Head Ice Maker/ Facility Supervisor | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Ice Arena Supervisor | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Municipal Services Office Manager | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Park Lead | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Recreation Supervisor-AQA | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Recreation Supervisor-Athletics | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Recreation Supervisor-Special Events | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |

**CITY OF CHASKA 2022 FT PAY STRUCTURE**

| Grade | Job Title | HOURLY | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Zone C | | Zone B | | | Zone A | |
| | | Minimum | | | Midpoint | | | Maximum |
| 14 | Software System Supervisor | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Street Lead | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Youth Supervisor | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 15 | Community Partnership Specialist | $33.80 | $38.02 | $38.03 | $42.25 | $46.47 | $46.48 | $50.70 |
| 15 | Community Service Manager | $33.80 | $38.02 | $38.03 | $42.25 | $46.47 | $46.48 | $50.70 |
| 15 | Journeyman Line Worker | $33.80 | $38.02 | $38.03 | $42.25 | $46.47 | $46.48 | $50.70 |
| 15 | Network Systems Administrator | $33.80 | $38.02 | $38.03 | $42.25 | $46.47 | $46.48 | $50.70 |
| 15 | Patrol Officer | $33.80 | $38.02 | $38.03 | $42.25 | $46.47 | $46.48 | $50.70 |
| 15 | Police Detective | $33.80 | $38.02 | $38.03 | $42.25 | $46.47 | $46.48 | $50.70 |
| 15 | School Resource Officer | $33.80 | $38.02 | $38.03 | $42.25 | $46.47 | $46.48 | $50.70 |
| 15 | Senior Accountant | $33.80 | $38.02 | $38.03 | $42.25 | $46.47 | $46.48 | $50.70 |
| 15 | Senior Engineering Technician | $33.80 | $38.02 | $38.03 | $42.25 | $46.47 | $46.48 | $50.70 |
| 15 | Utility Billing Coordinator | $33.80 | $38.02 | $38.03 | $42.25 | $46.47 | $46.48 | $50.70 |
| 15 | Water and Sewer Lead | $33.80 | $38.02 | $38.03 | $42.25 | $46.47 | $46.48 | $50.70 |
| 16 | Aquatics Supervisor | $36.16 | $40.68 | $40.69 | $45.20 | $49.72 | $49.73 | $54.25 |
| 16 | Assistant Building Official | $36.16 | $40.68 | $40.69 | $45.20 | $49.72 | $49.73 | $54.25 |
| 16 | Customer Relations Supervisor | $36.16 | $40.68 | $40.69 | $45.20 | $49.72 | $49.73 | $54.25 |
| 16 | Golf Course Superintendent | $36.16 | $40.68 | $40.69 | $45.20 | $49.72 | $49.73 | $54.25 |
| 16 | Park Foreman | $36.16 | $40.68 | $40.69 | $45.20 | $49.72 | $49.73 | $54.25 |
| 16 | Street Foreman | $36.16 | $40.68 | $40.69 | $45.20 | $49.72 | $49.73 | $54.25 |
| 16 | Water Resources Coordinator | $36.16 | $40.68 | $40.69 | $45.20 | $49.72 | $49.73 | $54.25 |
| 17 | Accounting Supervisor | $38.60 | $43.43 | $43.44 | $48.26 | $53.08 | $53.09 | $57.91 |
| 17 | Assistant City Engineer | $38.60 | $43.43 | $43.44 | $48.26 | $53.08 | $53.09 | $57.91 |
| 17 | Assistant Public Works Director | $38.60 | $43.43 | $43.44 | $48.26 | $53.08 | $53.09 | $57.91 |
| 17 | Building Maintenance Foreman | $38.60 | $43.43 | $43.44 | $48.26 | $53.08 | $53.09 | $57.91 |
| 17 | Community Center Manager | $38.60 | $43.43 | $43.44 | $48.26 | $53.08 | $53.09 | $57.91 |
| 17 | Curling & Event Center Manager | $38.60 | $43.43 | $43.44 | $48.26 | $53.08 | $53.09 | $57.91 |
| 17 | Detective Sergeant | $38.60 | $43.43 | $43.44 | $48.26 | $53.08 | $53.09 | $57.91 |
| 17 | Lead Line Worker | $38.60 | $43.43 | $43.44 | $48.26 | $53.08 | $53.09 | $57.91 |
| 17 | Patrol Sergeant | $38.60 | $43.43 | $43.44 | $48.26 | $53.08 | $53.09 | $57.91 |
| 17 | Recreation Program Manager | $38.60 | $43.43 | $43.44 | $48.26 | $53.08 | $53.09 | $57.91 |
| 17 | Senior Administration Clerk | $38.60 | $43.43 | $43.44 | $48.26 | $53.08 | $53.09 | $57.91 |
| 17 | Water and Sewer Foreman | $38.60 | $43.43 | $43.44 | $48.26 | $53.08 | $53.09 | $57.91 |
| 18 | Building Official | $41.21 | $46.36 | $46.37 | $51.51 | $56.66 | $56.67 | $61.82 |
| 18 | Fire Marshal/Assistant Chief | $41.21 | $46.36 | $46.37 | $51.51 | $56.66 | $56.67 | $61.82 |
| 18 | Lieutenant | $41.21 | $46.36 | $46.37 | $51.51 | $56.66 | $56.67 | $61.82 |
| 18 | Mechanic Foreman | $41.21 | $46.36 | $46.37 | $51.51 | $56.66 | $56.67 | $61.82 |
| 18 | Communications Manager | $41.21 | $46.36 | $46.37 | $51.51 | $56.66 | $56.67 | $61.82 |
| 19 | Controller | $43.99 | $49.49 | $49.50 | $54.99 | $60.49 | $60.50 | $65.99 |
| 19 | Line Worker Foreman | $43.99 | $49.49 | $49.50 | $54.99 | $60.49 | $60.50 | $65.99 |
| 20 | Assistant Electric Director | $46.96 | $52.83 | $52.84 | $58.70 | $64.57 | $64.58 | $70.44 |
| 20 | Deputy Police Chief | $46.96 | $52.83 | $52.84 | $58.70 | $64.57 | $64.58 | $70.44 |
| 20 | Finance Manager | $46.96 | $52.83 | $52.84 | $58.70 | $64.57 | $64.58 | $70.44 |
| 20 | Head Golf Professional | $46.96 | $52.83 | $52.84 | $58.70 | $64.57 | $64.58 | $70.44 |
| 20 | Human Resources Manager | $46.96 | $52.83 | $52.84 | $58.70 | $64.57 | $64.58 | $70.44 |
| 20 | Information Technology Manager | $46.96 | $52.83 | $52.84 | $58.70 | $64.57 | $64.58 | $70.44 |
| 20 | Line Superintendent | $46.96 | $52.83 | $52.84 | $58.70 | $64.57 | $64.58 | $70.44 |
| 21 | Assistant City Administrator | $49.78 | $56.00 | $56.01 | $62.22 | $68.45 | $68.46 | $74.67 |
| 21 | Community Development Director | $49.78 | $56.00 | $56.01 | $62.22 | $68.45 | $68.46 | $74.67 |
| 21 | Director of Parks & Recreation | $49.78 | $56.00 | $56.01 | $62.22 | $68.45 | $68.46 | $74.67 |
| 21 | Fire Chief | $49.78 | $56.00 | $56.01 | $62.22 | $68.45 | $68.46 | $74.67 |
| 21 | Public Works Director | $49.78 | $56.00 | $56.01 | $62.22 | $68.45 | $68.46 | $74.67 |
| 21 | Water and Sewer Director | $49.78 | $56.00 | $56.01 | $62.22 | $68.45 | $68.46 | $74.67 |
| 22 | Chief of Police | $52.77 | $59.36 | $59.37 | $65.96 | $72.55 | $72.56 | $79.15 |
| 22 | City Engineer | $52.77 | $59.36 | $59.37 | $65.96 | $72.55 | $72.56 | $79.15 |
| 22 | Electric Director | $52.77 | $59.36 | $59.37 | $65.96 | $72.55 | $72.56 | $79.15 |
| 23 | Administrative Services Director | $55.93 | $62.92 | $62.93 | $69.91 | $76.91 | $76.92 | $83.90 |
| 26 | City Administrator | $66.62 | $74.94 | $74.95 | $83.27 | $91.60 | $91.61 | $99.92 |

**Please note the 2022 govenors cap is $192,144.

## CITY OF CHASKA 2022 PAY STRUCTURE - PART TIME JOBS

| | | HOURLY | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Zone C | | Zone B | | | Zone A | |
| Grade | Job Title | Minimum | | | Midpoint | | | Maximum |
| 2 | Indoor Rink Attendant | $12.55 | $14.12 | $14.13 | $15.68 | $17.25 | $17.26 | $18.82 |
| 2 | Outdoor Rink Attendant | $12.55 | $14.12 | $14.13 | $15.68 | $17.25 | $17.26 | $18.82 |
| 2 | Special Events Assistant | $12.55 | $14.12 | $14.13 | $15.68 | $17.25 | $17.26 | $18.82 |
| 3 | Concession Stand Attendant | $13.68 | $15.39 | $15.40 | $17.10 | $18.81 | $18.82 | $20.52 |
| 3 | Custodian - Town Course | $13.68 | $15.39 | $15.40 | $17.10 | $18.81 | $18.82 | $20.52 |
| 3 | Office Support - Curling Center | $13.68 | $15.39 | $15.40 | $17.10 | $18.81 | $18.82 | $20.52 |
| 4 | Adventure Camp Counselor | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Concession Stand Lead | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Day Care Assistant | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Extreme Kids Summer Staff | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Facility Attendant | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Golf Cart Attendant | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Guest Services Representative | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Lifeguard - Beach/Pool | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Preschool Sports Instructor | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | PT Custodial Maintenance - Curling Center | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Seasonal Electric Worker | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Seasonal Golf Course Laborer I | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Seasonal Public Works I | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Starter/ Ranger | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Swim Instructor Aide/ WSI-A | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Treks & Trails Preschool Aide | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 4 | Vending Staff | $14.91 | $16.77 | $16.78 | $18.63 | $20.50 | $20.51 | $22.36 |
| 5 | Adaptive Activity Assistant | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 5 | Art Instructor | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 5 | Assistant Ice Maker | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 5 | Curling Instructor Assistant | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 5 | Event Center Monitor | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 5 | Golf Shop Attendant | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 5 | Gymnastics Coach | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 5 | Head Lifeguard Beach/Pool | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 5 | Seasonal Golf Course Laborer II | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 5 | Seasonal Public Works II | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 5 | Tot Time Lead | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 5 | Treks & Trails Preschool Assistant | $16.25 | $18.28 | $18.29 | $20.31 | $22.34 | $22.35 | $24.37 |
| 6 | American Red Cross Instructor | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Aquatics Lead | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Beach Lead | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Curling Instructor | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Customer Service Representative | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Extreme Kids Activity Leader | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Junior Curling Instructor | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Lead Golf Cart Attendant | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Lifeguard Instructor | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Seasonal Equipment Operator | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Seasonal Public Works III | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Swim Instructor | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Treks & Trails Music Teacher | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Treks & Trails Spanish Teacher | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 6 | Video Production Assistant | $17.71 | $19.93 | $19.94 | $22.14 | $24.35 | $24.36 | $26.57 |
| 7 | Firefighter | $19.13 | $21.52 | $21.53 | $23.91 | $26.30 | $26.31 | $28.69 |
| 7 | Gymnastics Coordinator | $19.13 | $21.52 | $21.53 | $23.91 | $26.30 | $26.31 | $28.69 |
| 7 | Lead Ice Assistant - Curling | $19.13 | $21.52 | $21.53 | $23.91 | $26.30 | $26.31 | $28.69 |
| 7 | Preschool Sports Coordinator | $19.13 | $21.52 | $21.53 | $23.91 | $26.30 | $26.31 | $28.69 |
| 7 | Recreation Assistant - AOA | $19.13 | $21.52 | $21.53 | $23.91 | $26.30 | $26.31 | $28.69 |
| 8 | CSO Intern | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Evidence Clerk | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Facility Attendant Lead | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Firefighter-FAO | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Groundman (1,000 hours) | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Group Fitness Instructor | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Guest Services Lead - Community Center | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Guest Services Lead - Curling & Events | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Records Clerk | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 8 | Recreation Lead - Adaptive Programs | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |

| Grade | Job Title | HOURLY | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Zone C | | Zone B | | | Zone A | |
| | | Minimum | | | Midpoint | | | Maximum |
| 8 | Water Fitness Instructor | $20.66 | $23.24 | $23.25 | $25.82 | $28.41 | $28.42 | $30.99 |
| 9 | Day Care Coordinator | $22.31 | $25.10 | $25.11 | $27.89 | $30.68 | $30.69 | $33.47 |
| 9 | Firefighter - FAO - RFS | $22.31 | $25.10 | $25.11 | $27.89 | $30.68 | $30.69 | $33.47 |
| 9 | Membership Specialist | $22.31 | $25.10 | $25.11 | $27.89 | $30.68 | $30.69 | $33.47 |
| 9 | Specialty Group Fitness Instructor | $22.31 | $25.10 | $25.11 | $27.89 | $30.68 | $30.69 | $33.47 |
| 9 | Treks & Trails Lead Teacher | $22.31 | $25.10 | $25.11 | $27.89 | $30.68 | $30.69 | $33.47 |
| 10 | Health & Wellness Coach | $23.99 | $26.98 | $26.99 | $29.98 | $32.98 | $32.99 | $35.98 |
| 10 | Personal Trainer | $23.99 | $26.98 | $26.99 | $29.98 | $32.98 | $32.99 | $35.98 |
| 11 | Fire Captain | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 11 | Personal Training Coordinator | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 11 | Sports Official-Ice Hockey | $25.78 | $29.01 | $29.02 | $32.23 | $35.45 | $35.46 | $38.68 |
| 12 | Treks & Trails Coordinator | $27.59 | $31.04 | $31.05 | $34.49 | $37.93 | $37.94 | $41.38 |
| 14 | Assistant Fire Chief of Operations | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |
| 14 | Assistant Fire Chief of Training | $31.59 | $35.53 | $35.54 | $39.48 | $43.43 | $43.44 | $47.38 |

CITY OF CHASKA

# 2022 SALARY ADJUSTMENT GUIDE

| SUMMARY EVALUATION OF OVERALL PERFORMANCE | SALARY REVIEW ADJUSTMENTS* | | |
|---|---|---|---|
| | ZONE C** | ZONE B | ZONE A |
| **Not Meeting Expectations.**<br><br>Quality of performance or service is not adequate. Little or no improvement has been demonstrated after discussions about poor performance.*** | 0% | 0% | 0% |
| **Building Satisfactory Performance.**<br><br>Generally meets most requirements but struggles to fully meet them all. Inconsistent performance. May be working towards building a higher level of performance after not meeting expectations. | 2.5% | 3.0% | 0% |
| **Meets Expectations.**<br><br>Considered to be a qualified, solid performer. Contributes to department's goals. While minor deviations may occur, the overall performance meets expectations and position requirements. | 3.0% | 3.5% | 3.5% |
| **Exceeds Expectations.**<br><br>Accomplishments are regularly above expected level's performance requirements. Demonstrates a high level of effort and effectiveness. | 4.0% | 4.5% | 4.0% |
| **Exceptional Performance.**<br><br>Consistently at a level beyond expectations in all areas of performance. Extraordinary work that stands out. Sets a new standard of service and effort. | 4.5% | 5.0% | 4.5% |

*Employees shall never be compensated beyond the maximum amount in their pay range.

**Individuals in Zone C are eligible for performance reviews every six months, and the salary adjustment percentages under the Zone C category reflect the range of adjustments at the six-month intervals. Zones B and A are eligible for performance reviews every twelve months.

***Before assigning this rating, speak to Human Resources.

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# December 20, 2021

**Subject:** **Accept Dontá Hughes Resignation as a Commissioner on the Human Rights Commission**

Prepared By: Nate Kabat

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On Tuesday, December 14, 2021, Human Rights Commissioner Dontá Hughes formally requested to resign his appointment effective immediately.

**CITY COUNCIL ACTION REQUESTED**

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

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject:** **Accept Russell St. John's Resignation as a Commissioner on the Heritage Preservation Commission**

Prepared By: Denise Beebe, Senior Clerk

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On Thursday, December 16, 2021, Heritage Preservation Commissioner Russell St. John formally requested to resign his appointment effective immediately.

He enjoyed his commission appointment and learning experience that started in 2017 and thanks City Planner, Elizabeth Hanson, for her excellent work and support.

**CITY COUNCIL ACTION REQUESTED**

Motion to accept the resignation of Russell St. John from the Chaska Heritage Preservation Commission and open the seat to applications.

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject:** **MnDOT Traffic Signal Maintenance Agreement – T.H. 212 /CSAH 11 Jonathan Carver Parkway Interchange**

Prepared By: Matt Clark, City Engineer

---

Carver County, City of Carver and MnDOT recently completed the reconstruction of CSAH 11 also known as Jonathan Carver Parkway. The project included modifications to the signal system at TH 212/CSAH 11 interchange which currently only Chaska/MnDOT share in the maintenance responsibilities. With the growth that has occurred in Carver, so has the expansion of their City boundary limits. The attached maintenance agreement now allows for both Chaska and Carver to share in portions of the minor maintenance, and operation costs for the signals within each community's jurisdiction. Chaska's responsibilities for every signal within City limits, excluding Hundertmark and 212 Medical, includes supplying power, maintaining lighting, and minor maintenance for cleaning and painting. For reference the agreement is attached.

**CITY COUNCIL ACTION REQUESTED**

Motion to Adopt Resolution No. 2021-88, approving the MnDOT Maintenance Agreement – T.H. 212 Ramps at C.S.A.H. 11 with the State of Minnesota Department of Transportation.

**CITY OF CHASKA**
**CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE 12/20/2021 RESOLUTION NO. 2021-88**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

## MnDOT Signal Maintenance Agreement – T.H. 212 Ramps at C.S.A.H. 11

IT IS RESOLVED that the City of Chaska enter into MnDOT Agreement No. 1045459 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance of the Traffic Control Signals and other associated construction to be performed upon, along, and adjacent to County State Aid Highway (C.S.A.H.) No. 11 from Trunk Highway No. 212 North Ramps to Trunk Highway No. 212 South Ramps within the corporate City limits under State Project No. 1017-110.

IT IS FURTHER RESOLVED that the **City Administrator** (Title)
and the **City Engineer** (Title)
are authorized to execute the Agreement and any amendments to the Agreement.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 6th day of December 2021.

Mark Windschitl, Mayor

Attest:
Deputy Clerk

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Chaska at an authorized meeting held on the 20th day of December, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
day of, 2021

Notary Public

My Commission Expires

(Signature)

(Type or Print Name)

(Title)

# STATE OF MINNESOTA
# DEPARTMENT OF TRANSPORTATION
# AND
# CITY OF CHASKA
# AND
# CITY OF CARVER
# AND
# CARVER COUNTY
# TRAFFIC CONTROL SIGNAL MAINTENANCE AGREEMENT

| | |
|---|---|
| **State Project Number (S.P.):** | **1017-110** |
| **Trunk Highway Number (T.H.):** | **212=012** |
| **State Aid Project Number (S.A.P.):** | **010-611-019** |
| **Signal System "C" ID No.:** | **4098899** |
| **Signal System "D" ID No.:** | **1736518** |

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), the City of Chaska acting through its City Council ("Chaska"), the City of Carver acting through its City Council ("Carver"), and Carver County acting through its Board of Commissioners ("Carver County").

**Recitals**

1. Carver County will revise the existing Traffic Control Signal Systems on the Trunk Highway No. 212 North and South Ramps at County State Aid Highway (C.S.A.H.) No. 11 in the Cities of Chaska and Carver, located in Carver County, Minnesota, according to Carver County-prepared Plans, specifications, and special provisions designated by Carver County as State Aid Project No. 010-611-019 and by the State as State Project No. 1017-110 (T.H. 212=012) ("Project"); and
2. The City of Chaska, the City of Carver, Carver County, and the State wish to define their respective operation and maintenance responsibilities for the traffic control signals ("Signal Systems") with signal pole mounted luminaires, Accessible Pedestrian Signals ("APS"), signing, and Emergency Vehicle Pre-emption Systems ("EVP Systems") as described in this Agreement; and
3. A separate agreement between the State and Carver County will address the Signal Systems cost share that is associated with this Project; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms**

**1.1.** ***Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

**1.2.** ***Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.

**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: 5. Liability; Worker Compensation Claims; Insurance; 8. State Audits; 9. Government Data Practices; 10. Governing Law; Jurisdiction; Venue; and 12. Force Majeure. The terms and conditions set forth in Article 2. Signal Systems, EVP Systems Operation, and Maintenance may be terminated by another Agreement between the parties.

**1.4.** ***Plans, Specifications, and Special Provisions.*** Carver County-prepared Plans, specifications, and special provisions designated by Carver County and by the State as Aid Project No. 010-611-019 and by the State as State Project No. 1017-110 (T.H. 212=012) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

**2. Signal Systems, EVP Systems Operation and Maintenance**

Operation and maintenance responsibilities will be as follows for the existing Signal Systems and EVP Systems on T.H. 212 South Ramps at C.S.A.H. No. 11 (Signal System "C"), and on T.H. 212 North Ramps at C.S.A.H. No. 11 (Signal System "D"), and for the Interconnect on C.S.A.H. No. 11 from T.H. No. 212 North Ramps to T.H. No. 212 South Ramps.

**2.1.** ***Chaska and Carver Responsibilities.***

**A.** ***Signal System "C" Power.*** Chaska and Carver will be jointly responsible for the hook-up cost and application to secure an adequate power supply to the service pad and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect. Chaska will receive the bill for the necessary electrical power including connection fees and the monthly electrical power of the Signal Systems, EVP Systems and Interconnect. Chaska will invoice Carver for 50 percent of the signal energy costs.

***Signal System "D" Power.*** Chaska will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.

**B.** ***Signal System "C" Minor Signal System Maintenance.*** Chaska and Carver will be jointly responsible for the following minor signal system Maintenance for Signal System "C", without cost to the State. Chaska will provide for the following minor signal system maintenance and will invoice Carver for 50 percent of this maintenance.

**i.** Maintain the signal pole mounted Light Emitting Diode ("LED") luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials ("AASHTO") levels for the installation.

**ii.** Clean the Signal System controller cabinet and service cabinet exteriors.

**iii.** Clean and paint the Signal System and luminaire mast arm extensions. Painting will be in accordance with MnDOT Standard Specification 2565.3X, unless approved by the State's District Traffic Engineer.

**C.** ***Signal System "D" Minor Signal System Maintenance.*** Chaska will provide for the following minor signal system Maintenance for Signal System "D", without cost to the State.

**i.** Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended levels for the installation.

**ii.** Clean the Signal System controller cabinet and service cabinet exteriors.

**iii.** Clean and paint the Signal System and luminaire mast arm extensions. Painting will be in accordance with MnDOT Standard Specification 2565.3X, unless approved by the State's District Traffic Engineer.

**2.2.** ***Carver County Responsibilities.***

**A.** ***Minor Signal System Maintenance.*** Carver County will replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

**2.3.** ***State Responsibilities.***

**A.** ***Interconnect; Timing; Other Maintenance.*** The State will maintain the Interconnect and signing, perform all other Signal System, APS, and signal pole luminaire circuit maintenance. All Signal System timing will be determined by the State.

**B.** ***EVP Systems Operation.*** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:

**i.** All maintenance of the EVP Systems will be done by State forces.

**ii.** Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City or Carver County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

**iii.** Malfunction of the EVP Systems must be reported to the State immediately.

**iv.** In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City or Carver County receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.

**v.** All timing of the EVP Systems will be determined by the State.

**2.4.** ***Right-of-Way Access.*** Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

**2.5.** ***Related Agreements.*** This Agreement will supersede and terminate Agreement No. 87676M, dated September 23, 2005, between the State and Chaska.

**3. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**3.1.** The State's Authorized Representative will be:

| | |
|---|---|
| Name: | Greg Kern, MnDOT Metropolitan District Traffic Engineering (or successor) |
| Address: | 1500 County Road B2 West, Roseville, MN 55113 |
| Telephone: | (651) 234-7877 |
| E-Mail: | gregory.kern@state.mn.us |

**3.2.** Chaska's Authorized Representative will be:

| | |
|---|---|
| Name: | Matt Clark, City Engineer (or successor) |
| Address: | One City Hall Plaza, Chaska, MN 55318 |
| Telephone: | (952) 227-7522 |
| E-Mail: | mclark@chaska.com |

**3.3.** Carver's Authorized Representative will be:

| | |
|---|---|
| Name, Title: | Brent Mareck, City Manager (or successor) |
| Address: | 316 Broadway Street, Carver, MN 55315 |
| Telephone: | (952) 448-8737 |
| E-Mail: | bmareck@cityofcarver.com |

**3.4.** Carver County's Authorized Representative will be:

| | |
|---|---|
| Name: | Lyndon Robjent, Public Works Director (or successor) |
| Address: | 11360 Highway 212 West, Cologne, MN 55322 |
| Telephone: | (952) 466-5200 |
| E-Mail: | lrobjent@co.carver.mn.us |

**4. Assignment; Amendments; Waiver; Contract Complete**

**4.1.** ***Assignment.*** None of the parties may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**4.2.** ***Amendments.*** Any amendment 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.

**4.3.** ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**4.4.** ***Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State, Chaska, Carver, and Carver County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**5. Liability; Worker Compensation Claims; Insurance**

**5.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Chaska, Carver, and Carver County.

**5.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**6. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**7. Title VI/Non-discrimination Assurances**

Chaska, Carver**,** and Carver County agree to comply with all applicable United States Department of Transportation (US DOT) Standard Title VI/Non-Discrimination Assurances contained in US 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. Chaska, Carver, and Carver County will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Chaska, Carver, and Carver County compliance with this provision. Chaska, Carver, and Carver County must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Chaska, Carver, and Carver County staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

**8. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, Chaska's, Carver's, and Carver County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**9. Government Data Practices**

Chaska, Carver, Carver County, and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Chaska, Carver, and Carver County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Chaska, Carver, Carver County or State.

**10. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11. Termination; Suspension**

**11.1.** ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**11.2.** ***Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or 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 Chaska, Carver, and Carver County.

**11.3.** ***Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement.

**12. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

**CITY OF CHASKA**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject: Authorize Participation in National Opioid Settlements**

Prepared By: Denise Beebe, Senior Clerk

Reviewed By: Matt Podhradsky, City Administrator

---

The state of Minnesota along with Minnesota counties and cities have joined in the lawsuits against opioid manufactures and pharmaceuticals distribution companies.

In order for the City of Chaska to receive funds from the settlements the city needs to pass a resolution to participate in the settlements and approve the Memorandum of Agreement (MOA) between the State of Minnesota and local governments.

Staff is recommending authorizing the City Administrator to sign the MOA and take measures needed to participate in the settlements.

**CITY COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2021-89 to authorize City Administrator to sign the MOA and take measures needed to participate in the opioid settlements.

**CITY OF CHASKA**
**CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE 12/20/2021 RESOLUTION NO. 2021-89**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

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**RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF MINNESOTA AND LOCAL GOVERNMENTS AND AUTHORIZING PARTICIPATION IN NATIONAL OPIOID SETTLEMENTS**

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**WHEREAS,** the State of Minnesota, Minnesota counties and cities, and their people, have been harmed by misconduct committed by certain entities that engage in the manufacture, marketing, promotion, distribution, or dispensing of opioids; and

**WHEREAS,** the State of Minnesota and numerous Minnesota cities and counties joined with thousands of local governments across the country to file lawsuits against opioid manufacturer and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

**WHEREAS,** representatives of local Minnesota governments, the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, the State of Minnesota, and the Minnesota Attorney General's Office have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of proceeds to the State of Minnesota and to individual local governments from recent settlements in the national opioid litigation; and

**WHEREAS,** by signing onto the MOA, the state and local governments maximize Minnesota's share of opioid settlement funds, demonstrate solidarity in response to the opioid epidemic, and ensure needed resources reach the most impacted communities; and

**WHEREAS,** it is in the best interests of the State of Minnesota and the residents of the City of Chaska, and the County of Carver, that the City participate in the national opioid litigation settlements.

**NOW, THEREFORE,** be it resolved by the City Council of the City of Chaska, Minnesota:

1. Participation in the opioid litigation settlements promotes the public health, safety, and welfare of the residents of the City of Chaska.

2. The City of Chaska supports and opts-in to the national opioid litigation settlements with the Distributors McKesson, Cardinal Health, and Amerisource Bergen, and with the Manufacturer Johnson & Johnson.

3. The Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments relating to the distribution of settlement funds is hereby approved by the City of Chaska.

4. City Administrator is hereby authorized to take such measures as necessary to sign the MOA and otherwise participate in the national opioid settlements, including executing the Participation Agreement and accompanying Release.

Adopted by the City Council December 20, 2021

City Manager/Administrator

Mayor

Attest:

City Clerk

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# December 20, 2021

**Subject:** **Authorize Mayor and City Administrator to sign a Purchase and Redevelopment Agreement with the Carver County Community Development Agency for the Ernst House Redevelopment Project**

Prepared By: Nate Kabat

---

**Background**
At its March 19, 2018 meeting, the Chaska EDA authorized the Executive Director to enter into a listing agreement for the Ernst/Ess House sites at 211 and 217 Walnut Street to market for a sale to a private redeveloper. Later that year, a private developer made significant effort to pursue a redevelopment on the property but ultimately was unable to bring the project to financial feasibility. A redevelopment TIF District was established on the site April 15, 2019 and is still eligible for certification to support this redevelopment.

To continue pursuing site redevelopment, staff initiated conversations with the Carver County CDA in 2020 to explore options. At its July 6, 2020 meeting, the Chaska EDA authorized the Executive Director to enter into a letter of intent with the Carver County CDA. Among the first tasks in the LOI was to pursue grant funding through the MN Housing and Finance Agency. In February, 2021, the project was awarded about $430,000 through MHFA and Met Council. Following the notification of the award, City staff and CDA staff have been working towards a purchase and development agreement and a site concept with the goal of redevelopment beginning in spring 2022.

The site concept being pursued would renovate the Ernst House into a single-family home and add three additional single family homes to the neighboring vacant lot. Total project costs are estimated at approximately $2.6 million. The site plan concept has been submitted for Planning Commission review at the January, 2022 meeting and is expected to be presented to Council that same month.

**Update**
The attached purchase and redevelopment agreement defines the financial involvement of the City of Chaska and Chaska EDA in partnership with the Carver County CDA to pursue redevelopment of the property at 211 and 217 Walnut Street.

To summarize, the City and EDA agree to:

- Sell the property to the Carver County CDA for $400,000.
- Waive area fees.
- Contribute up to $180,000 in TIF on a pay-go basis, up to $500,000 from the Housing Trust Fund, and $185,000 from CDA Growth Partnership Initiative grant awards for the project.

The Carver County CDA agrees to:

- Place the property into the Carver County Community Land Trust to preserve the homes as affordable owner-occupied units for qualified buyers.
- Obtain all project approvals through the Planning Commission and City Council including construction and building permits.
- Contribute $439,210 in MHFA and Met Council land grant funds.
- Contribute $206,300 in CDA funds towards project costs.
- Contribute $2.1 million in property sale proceeds.
- Commence with the project by June 30, 2022 and complete the project by December 30, 2023.

Proceeds from the property sale will enable the City to recapture costs incurred when the Ernst House was moved to the current Walnut Street location from its former Firemen's Park location to preserve the building in 2016.

**Recommendation**

The Purchase and Development Agreement presented is aligned with the terms of the Letter of Intent authorized by the Chaska EDA at its July 6, 2020 meeting. The City has stated objectives for the site at 211 and 217 Walnut Street to produce high quality housing units downtown that preserve the Ernst House, positively contribute to the historic district, and create affordable units into the future by attracting additional resources that would not be available otherwise. Proceeding with this Purchase and Development Agreement represents a critical next step as outlined in the letter of intent and towards the project's stated objectives. The timing for entering into the agreement is appropriate given the CDA's application into the planning process beginning January, 2022. Considering these factors, staff recommends authorizing the Mayor and City Administrator to sign the Purchase and Redevelopment Agreement with the Carver County CDA. Note, this will also need to be approved by the Chaska EDA.

**CITY COUNCIL ACTION REQUESTED**

Motion authorizing the Mayor and City Administrator to sign a Purchase and Redevelopment Agreement with the Carver County Community Development Agency for the Ernst House Redevelopment Project.

PURCHASE AND REDEVELOPMENT AGREEMENT

By and Among

CITY OF CHASKA, MINNESOTA

And

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHASKA, MINNESOTA

And

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY

for the

ERNST HOUSE REDEVELOPMENT PROJECT

Dated as of _____, 202___

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| Exhibit I | Memorandum of Redevelopment Agreement |

**PURCHASE AND REDEVELOPMENT AGREEMENT**

This Purchase and Redevelopment Agreement (this "Agreement"), is made and entered into as of _____ ___, 202___ (the "Effective Date"), by and among the CITY OF CHASKA, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the "City"), the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHASKA, MINNESOTA, a body corporate and politic of the State of Minnesota (the "EDA"), and CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY (the "Developer").

Recitals:

A. The City has designated a Redevelopment District in the City denominated the Redevelopment Project Area No. 4 (the "Redevelopment District") and adopted a Redevelopment Plan (the "Redevelopment Plan") therefor, pursuant to and in accordance with Minnesota Statutes ("M.S."), Sections 469.124 to 469.133, as amended.

B. The City adopted a resolution establishing Tax Increment Financing (Redevelopment) District No. 22, a "redevelopment district" (the "TIF District") pursuant to M.S., Section 469.174, Subdivision 10, and approved a Tax Increment Financing Plan therefor (the "TIF Plan").

C. The TIF District includes certain real property currently owned by the EDA and located at 211 Walnut Street and 217 Walnut Street in the City and legally described in **Exhibit A** attached hereto (collectively, the "Development Property").

D. Developer has proposed an affordable housing redevelopment project on the Development Property (the "Project") that consists of (i) the rehabilitation of that certain existing historical structure located on that portion of the Development Property having an address of 211 Walnut Street and known as the "Ernst House" to create a new single-family housing unit (the "Ernst House") and (ii) the construction of three (3) new single-family townhome housing units on that portion of the Development Property having an address of 217 Walnut Street (the Ernst House and such new single-family townhome housing units are each referred to herein as a "Residential Unit" and, collectively, the "Residential Units").

E. Developer has further proposed that all four (4) such Residential Units be made part of the Carver County Community Land Trust (the "Land Trust") such that the improvements constituting each Residential Unit shall be thereafter sold to households having incomes at or below **80%** of the Area Median Income for the Minneapolis-Saint Paul-Bloomington Metropolitan Statistical Area (including adjustments for household size) ("Qualified Households") and the Development Property underlying each such Residential Unit shall be leased to each such Qualified Household pursuant to a long-term ground lease substantially, and in all material respects, in the form attached hereto as **Exhibit E** (each, a "Ground Lease").

F. In order to achieve the objectives of the Redevelopment Plan and the TIF Plan, the City and EDA intend to provide certain assistance to Developer, to finance the Project including, without limitation, through (i) tax increment financing ("TIF"), as described in M.S., Sections 469.174 through 469.1794 (the "TIF Act") and (ii) transferring the Development Property to the Land Trust for no cost.

G. The City and EDA have determined that, in order to accomplish the purposes specified in and to carry out the Redevelopment Plan and the TIF Plan, it is necessary and desirable for the City and the EDA to reimburse Developer for certain costs to be incurred and paid by Developer in connection with the Project.

H. The City will apply tax increment revenues generated from the TIF District to (i) pay or reimburse the City for administrative expenses relating to the TIF District to the extent permitted by the TIF Act and (ii) reimburse Developer, with interest, for certain costs incurred in connection with the construction of the Project.

I. The City and EDA believe that the development activities associated with the Project pursuant to this Agreement are in the best interests of the City and benefit the health, safety, morals and welfare of its residents, and comply with the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations set forth in this Agreement, the parties hereto hereby agree as follows:

## Article I
Recitals; Exhibits, Definitions

1.1 Recitals. The Recitals are true and correct statements of fact and are incorporated into this Amendment by this reference, including the definitions set forth therein.

1.2 Exhibits. All Exhibits referred to in and attached to this Agreement upon execution are incorporated in and form a part of this Agreement as if fully set forth herein.

1.3 Definitions. Unless the context otherwise specifies or requires, the following terms have the following definitions. Certain other capitalized terms are defined elsewhere in this Agreement. All defined terms may be used in the singular or the plural, as the context requires.

"Act" means M.S., Sections 469.124 to 469.133.

"Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Available Tax Increment" has the definition given it in Section 5.6(a)(iv).

"Board" means the Board of Commissioners of the EDA.

"Business Subsidies Act" means M.S., Sections 116J.993 through 116J.995.

"Certificate of Completion" means a certification in the form attached hereto as **Exhibit D**, to be provided to Developer pursuant to this Agreement.

"City" means the City of Chaska, Minnesota.

"City Council" means the City Council of the City.

"Commencement" means actual physical construction of the first visible improvement to the Development Property made in furtherance of the construction of the Project, specifically including pouring footings and foundations, but specifically excluding demolition of and environmental remediation, if any, related to the improvements on the Development Property existing of the Effective Date.

"Completion" means Developer's receipt of the Certificate of Completion.

"County" means the County of Carver, Minnesota, a political subdivision of the State of Minnesota.

"Default" or "default" means any event which would with the passage of time or giving of notice, or both, be an Event of Default hereunder.

"Default Notice" means written notice from the City and/or the EDA to Developer setting forth the default and the action required to remedy the same.

"Developer" means Carver County Community Development Agency.

"Development Property" means that certain real property located at 211 Walnut Street and 217 Walnut Street in Chaska, Minnesota and legally described in **Exhibit A** attached hereto.

"Ernst House" means that certain existing historical structure located on that portion of the Development Property have an address of 211 Walnut Street.

"Escrow Agent" means **Title Mark, LLC** or a different reputable title insurance company selected by Developer and reasonably approved by the EDA and having an office in Carver County, Minnesota.

"Event of Default" means as any of the events set forth in Section 7.1 hereof.

"Land Trust" means Carver County Community Land Trust, a program of the Carver County Community Development Agency.

"Mortgage" means any mortgage made by Developer which covers, in whole or in part, the Development Property.

"Mortgagee" means the owner or holder of a Mortgage.

"M.S." means Minnesota Statutes.

"Project" means the rehabilitation of the Ernst House and the construction of the other Residential Units for the creation of four (4) new affordable homeownership units, as described in Recital D.

"Project Approvals" has the definition given it in Section 4.2.

"Qualified Costs" means costs incurred by Developer in connection with construction of the Project that are reimbursable from tax increment pursuant to Sections 469.174, Subd. 10 and 469.1761 of the TIF Act, and which are shown on **Exhibit C** to this Agreement or are otherwise approved in advance by the City and the EDA in writing; which costs include, but are not limited to the costs of renovation of the Ernst House.

"Redevelopment District" means Redevelopment Project Area No. 4, designated pursuant to the Act.

"Redevelopment Plan" means the Redevelopment Plan developed for Redevelopment Project Area No. 4.

"Sources and Uses Budget" means a detailed sources and uses pro forma for the Project, in the form attached as **Exhibit B**.

"State" means the State of Minnesota.

"Termination Date" means the earlier of (i) the date the TIF Note is paid in full, (ii) the date on which the TIF District expires or is otherwise terminated, or (iii) the date this Agreement is terminated or rescinded in accordance with its terms.

"TIF Act" means M.S., Sections 469.174 through 469.1794, as amended.

"TIF Assistance" means the Available Tax Increment to be paid under Section 5.6 hereof.

"TIF District" means Tax Increment Financing (Redevelopment) District No. 22, a redevelopment district, established by the City Council on April 15, 2019.

"TIF Note" means the Tax Increment Revenue Note (Ernst House Redevelopment) to be executed by the City and delivered to Developer pursuant to Section 5.6 hereof, the form of which is attached hereto as **Exhibit F**. The total principal amount of the TIF Note issued to reimburse Developer for Qualified Costs of the Project will not exceed **$180,000**.

"TIF Plan" means the Tax Increment Financing Plan for the TIF District approved by the City Council.

"Unavoidable Delay" means a failure or delay in a party's performance of its obligations under this Agreement, or during any cure period specified in this Agreement which does not entail the mere payment of money, not within the party's reasonable control, including but not limited to acts of God, governmental agencies, the other party, strikes, labor disputes (except disputes which could be resolved by using union labor), fire or other casualty, lack of materials, or declarations of any state, federal or local government, pandemics, epidemics (including the COVID-19 virus); provided that within 10 days after a party impaired by the delay has actual (as opposed to constructive) knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay, and shall give the other party notice of the actual length of the delay within 10 days after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of any such delay. Unavoidable Delay shall not extend performance of any obligation unless the notices required in this definition are given as herein required.

## Article II
Representations and Warranties

2.1 City Representations. The City makes the following representations to Developer:

(a) The City a municipal corporation and political subdivision of the State. Under the provisions of the Act and the TIF Act, the City has the power to enter into this Agreement and carry out its obligations hereunder.

2.2 EDA Representations. The EDA makes the following representations to Developer:

(a) The EDA is a public body corporate and politic and a governmental subdivision of the State, duly organized and existing under State law and the EDA has the authority to enter into this Agreement and carry out its obligations hereunder.

2.3 Developer Representations. Developer represents and warrants that:

(a) Developer is a local government agency created by the Minnesota Legislature and has power to enter into this Agreement and has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement.

(b) Developer will, subject to and as required by Agreement, construct the Project in accordance with the terms of this Agreement, the TIF Plan and all applicable local, state and federal laws and regulations.

(c) At such time or times as may be required by law, Developer will have complied with all local, state and federal environmental laws and regulations applicable to the Project, and will have obtained any and all necessary environmental reviews, licenses and clearances. Developer has received no written notice from any local, state or federal official that the activities of Developer or the City with respect to the Development Property may be or will be in violation of any environmental law or regulation. Developer has no actual knowledge of any facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure with respect to the Development Property.

(d) Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented by, limited by, conflicts with, or results in a breach of, any restriction, agreement or instrument to which Developer is now a party or by which Developer is bound.

(e) Developer has no actual knowledge that any member of the City Council, or any other officer of the City has any direct or indirect financial interest in Developer, the Development Property, or the Project.

(f) Developer reasonably expects that it will be able to obtain financing in the amount shown in the preliminary Sources and Uses Budget attached hereto as **Exhibit B**, which amounts will be sufficient, together with funds provided by the City and the EDA and any other public agencies, to enable Developer to construct the Project, as provided herein.

(g) Developer would not undertake the Project without the financial assistance to be provided by the City pursuant to this Agreement and the TIF Plan.

## Article III
Property Transfer; Land Write Down; Right of Reverter

3.1 Property Transfer. Subject to the terms and conditions of this Agreement, the EDA shall sell and convey to the Land Trust, and Developer will cause the Land Trust to accept from the EDA, fee ownership of the Development Property (the "Land Transfer").

3.2 Use and Ownership of Development Property. Upon the Land Transfer, the use and ownership of the Development Property shall be made perpetually subject to the terms and conditions of the Land Trust, such that the Development Property will be owned by the Land Trust for the purpose of preserving the affordability of housing units on the Development Property through the sale of the Residential Units only to Qualified Households and long-term leasing of the Development Property underlying the Residential Units only to Qualified Households or other persons and families of low and moderate income in compliance with M.S. Section 462A.31 and any successor statute, regulation, or law governing community land trusts in Minnesota (the "Land Trust Use"), each pursuant to a Ground Lease. At the closing of any sale of a Residential Unit to a Qualified Household, Developer shall prepare, execute, and record on the title to the applicable portion of the Development Property a Ground Lease with such Qualified Household and promptly thereafter deliver to the City and EDA a fully executed and recorded Ground Lease for each Qualified Household. During the term of this Agreement, Developer shall also deliver to the City and EDA any amendments, modifications, restatements, and/or replacements of any

Ground Leases affecting the Development Property. Developer shall otherwise cause the Development Property and Project to be in compliance with all of the conditions, covenants, restrictions and limitations imposed by this Agreement and all applicable laws, ordinances and regulations.

3.3 Time and Place. Subject to the terms and conditions of this Agreement, the closing of the Land Transfer (the "Closing") shall be on a date mutually agreeable to the EDA and Developer the ("Closing Date"), but in no event later than **June 30, 2022** (the "Outside Closing Date").

3.4 Purchase Price; Land Write Down. In consideration of Developer's fulfillment of its obligations under this Agreement, and the conditions precedent to closing set forth in Section 3.7, the EDA agrees to sell the Development Property to the Land Trust for **$400,000.00** (the "Purchase Price"), allocated as follows: (i) $100,000 to the portion of the Development Property located at 211 Walnut Street and $300,000 to the portion of the Development Property located at 217 Walnut Street. Developer acknowledges that the EDA previously acquired the Development Property for a market price and the EDA's book value for the Development Property is as set forth on the Sources and Uses Budget attached here to as **Exhibit B** and, therefore, the Land Transfer to the Land Trust for the Purchase Price represents the EDA's write down of the full cost of the Development Property (the "Land Write Down"), such Land Write Down being provided for the purposes of facilitating the financial feasibility of the Project and the creation of affordable housing in the City.

3.5 Title to the Development Property. Developer shall be responsible for performing any and all title and survey examination or due diligence of the Development Property that Developer deems prudent, at Developer's sole cost and expense. No later than 30 days after the Effective Date, Developer may, by written notice to the EDA, object to any defects in the title to the Development Property. If Developer fails to so object, Developer will be deemed to have waived any right to object to title matters. If Developer so objects, the EDA may either (i) elect by written notice to Developer not to address such objections, in which case, Developer may elect to terminate this Agreement within three business days after such notice from the EDA or (ii) elect by written notice to Developer to attempt to address one or more of any such objections to the reasonable satisfaction of Developer, and if any such objection is not satisfactorily addressed by the Outside Closing Date, Developer may, as its sole remedy, elect to terminate this Agreement for failure of a Closing condition within three business days thereafter.

3.6 Due Diligence. Developer shall have until the date this is 60 days after the Effective Date (the "Due Diligence Deadline") to conduct non-invasive inspections or reviews customary in the sale of commercial real estate in Minnesota of the Development Property. During this period, the EDA will make reasonable accommodations for Developer, or Developer's agents, to enter and inspect and evaluate the Development Property. Developer may terminate this Agreement, at Developer's sole and absolute discretion, if the Development Property is not satisfactory and if Developer provides notice to the EDA before the expiration of the Due Diligence Deadline. If Developer so terminates, Developer shall provide the EDA any reports or information relating to due diligence that were prepared by Developer or Developer's agents. Developer shall defend, indemnify and hold harmless the EDA and the City, and their respective tenants, agents, employees and contractors, and the Development Property, from and against any and all loss, cost, damage, liability, settlement, cause of action or threat thereof or expense (including, without limitation, reasonable attorneys' fees and costs) relating to the inspections or the activities at the Development Property of Developer, its employees, agents, and contractors. The foregoing indemnity shall survive the Closing or the earlier termination this Agreement.

3.7 Conditions Precedent to Closing.

(a) EDA Contingencies. The EDA's obligation to close on the Land Transfer is expressly conditioned upon each of the following contingencies being satisfied or waived by the EDA on or before the Outside Closing Date:

(i) Developer shall have performed all of its obligations required to be performed by Developer under this Agreement as of the date of Closing Date and shall not be in default under this Agreement.

(ii) Developer shall have delivered to the EDA all of the Developer Deliveries in accordance with Section 3.8(a).

(iii) Developer shall have delivered Project Funding Certificate to the EDA and the EDA shall have approved the same.

(iv) Developer shall have obtained all Project Approvals, which may be conditioned only on Developer's acquisition of the Development Property.

(v) Developer shall have obtained all required construction and building permits necessary to immediately Commence construction of the Project.

(i) The representations and warranties of Developer hereunder shall be true and correct as the Closing Date.

(b) Developer Contingencies. Developer obligation to close on the Land Transfer is expressly conditioned upon each of the following contingencies being satisfied or waived by Developer on or before the Outside Closing Date:

(i) The EDA shall have delivered to Developer all of the EDA Deliveries in accordance with Section 3.8(b).

(ii) The EDA shall have approved the Financing Commitment.

(vi) Developer shall have obtained all Project Approvals, which may be conditioned only on Developer's acquisition of the Development Property.

(iii) The EDA shall have cured any objections to the title of the Development Property agreed to cured by the EDA in writing in accordance with Section 3.5, if any

(c) EDA and Developer Options. In the event that any of the foregoing contingencies are not satisfied on or before the Outside Closing Date Developer or the EDA, as applicable, may:

(i) terminate this Agreement by written notice to the other party; or

(ii) waive such failure and proceed to Closing.

In the event that all of the above conditions required to be satisfied as provided in this Section 3.7 have not been satisfied (or waived by the applicable party) by the Outside Closing Date, then either the City and the EDA or Developer may terminate this Agreement if such conditions are not satisfied within 30 days following notice to the non-terminating party by the terminating party. Upon such termination, the provisions of this Agreement relating to the Project shall

terminate and, except as provided in Section 10.6, neither Developer, the City nor the EDA shall have any further liability or obligation to the other hereunder.

3.8 Land Transfer Closing. The Closing of the Land Transfer will close, as provided below.

(a) Developer Deliveries. At the Closing, Developer shall execute, where appropriate, and deliver all of the following to the City and/or EDA, as applicable (collectively, the "Developer Deliveries"):

(i) The Purchase Price in immediately available funds.

(ii) Developer's original executed counterpart to the Trust Fund Grant Agreement.

(iii) Such affidavits of Developer and/or the Land Trust or other documents as may be reasonably required by the Escrow Agent (including a Certificate of Real Estate Value) to record the Deed and issue any title insurance policy required by Developer.

(iv) A resolution of the governing body of Developer authorizing and approving the transaction contemplated by this Agreement, certified as true and correct by an officer of Developer.

(v) Any other instruments or other deliveries required by this Agreement or otherwise reasonably requested by the Escrow Agent, the City, or the EDA to consummate the Closing.

(a) EDA Deliveries. At the Closing, the City and/or the EDA, as applicable, shall execute, where appropriate, and deliver all of the following (collectively, the "EDA Deliveries"):

(i) A quit claim deed in the Minnesota Uniform Conveyancing Blank form properly executed on behalf of the EDA conveying the Development Property to the Land Trust (the "Deed").

(ii) A Minnesota Uniform Conveyancing Blank Form 50.1.3 Affidavit Regarding Business Entity.

(iii) A non-foreign affidavit containing such information as required by Internal Revenue Code Section 1445(b)(ii) and any regulations relating thereto.

(iv) A Minnesota Well Disclosure Certificate unless the Deed includes this Statement: "Seller certifies that Seller does not know of any wells on the described real property."

(v) The City's and EDA's original executed counterpart to the Memorandum.

(vi) The City's original executed counterpart to the Trust Fund Grant Agreement.

(vii) Such information as required by Developer or Escrow Agent to permit Developer or Escrow Agent to file an electronic certificate of real estate value.

(viii) Any other instruments or other deliveries required by this Agreement or otherwise reasonably requested by the Escrow Agent or Developer to consummate the Closing.

(b) Prorations. The EDA and Developer shall make the following prorations and allocations of costs and expenses of each Land Transfer:

(i) Developer will be responsible for title examination costs, title insurance premiums and the cost of any survey.

(ii) Developer will be responsible for all costs and expenses associated with the Project Approvals.

(iii) Developer will pay the closing fee and any escrow fees imposed by the Escrow Agent in connection with the Land Transfer.

(iv) Developer shall pay the state deed tax due on the Deed to be delivered by the EDA under this Agreement.

(v) Developer shall pay the cost of recording the Deed and all other documents.

(vi) All real estate taxes, special assessments, utility charges and other costs of the Development Property will be prorated to the Closing Date.

(vii) All costs incidental to the Land Transfer and Closing not otherwise specifically allocated in this Agreement shall be allocated in accordance with the custom and practice for similar transactions in the area in which the Project is located.

(c) "AS IS" Sale. DEVELOPER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE DEVELOPMENT PROPERTY "AS IS," AND "WITH ALL FAULTS," AFTER SUCH INSPECTION, ANALYSIS, EXAMINATION AND INVESTIGATION DEVELOPER CARES TO MAKE AND EXPRESSLY WITHOUT COVENANT, WARRANTY OR REPRESENTATION BY EITHER THE CITY OR THE EDA AS TO PHYSICAL OR ENVIRONMENTAL CONDITION, TITLE, LEASES, RENTS, REVENUES, INCOME, EXPENSES, OPERATION, FLOOD PLAIN, SHORELAND, WETLANDS, ZONING OR OTHER REGULATION, COMPLIANCE WITH LAW, SUITABILITY FOR PARTICULAR PURPOSES, ALL OTHER MATTERS WHICH DEVELOPER DEEMS RELEVANT TO ITS PURCHASE OF THE DEVELOPMENT PROPERTY OR ANY OTHER MATTERS WHATSOEVER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

3.9 Right of Reverter.

(a) Subject to an Unavoidable Delay, if Developer fails to cause the Commencement of construction of the Project by **December 31, 2022**, then the EDA may, in addition to such other rights and remedies that are available to the EDA hereunder, require that the Development Property be transferred back to the EDA. The EDA may, but shall not be obligated to, cause Developer to reconvey the Development Property and all improvements thereon to the EDA by giving Developer notice of the EDA's exercise of its right of reverter pursuant to this section. The right of reverter

under this section for the Development Property shall terminate and no longer be of any force and effect upon the Commencement of the Project.

(b) Within 15 days following Developer's receipt of the EDA's notice exercising its right of reverter (the "Reverter Closing Date"), Developer will convey fee title to the Development Property and all improvements thereon to the EDA by deed (the "Reverter Deed"), as follows:

(i) The EDA will pay Developer **$325,000.00** as consideration for receiving the Reverter Deed, with the balance of the original Purchase Price paid to the EDA at the Closing to be retained by the EDA as liquidated damages for Developer's default in failing to timely construct the Project as provided herein, and the parties hereto acknowledge the difficulty and inconvenience of ascertaining the EDA's actual damages in the event of such Developer default and agree that the foregoing represents a fair and reasonable estimate of such damages;

(ii) Developer will convey the Development Property and any improvements thereon to the EDA free and clear of all encumbrances other than encumbrances that existed when the EDA conveyed the Development Property to Developer and easements or other encumbrances which the EDA has previously approved in writing;

(iii) Upon Developer's delivery of the Reverter Deed to the EDA, this Agreement shall terminate, Developer shall have no further rights to the Development Property or any improvements thereon, and neither the EDA nor Developer will have any rights or obligations under this Agreement other than obligations which, by the express terms of this Agreement, expressly survive a termination of this Agreement;

(iv) On or before the Reverter Closing Date, Developer will execute and deliver to the EDA a Minnesota Uniform Conveyancing Blank Form 50.3.1 Affidavit Regarding Business Entity confirming that there has been no labor or materials provided to the Development Property since the EDA's conveyance of the Development Property to Developer for which payment has not been made; and

(v) Developer shall deliver an updated title insurance commitment to the EDA evidencing the status of title to the Development Property.

## Article IV
Project Requirements

4.1 Commencement and Completion of Project. Developer shall cause the Commencement of the Project no later than **June 30, 2022** and Completion of the Project by no later than **December 30, 2023**.

4.2 Zoning Land Use Approvals; Building Permit . Developer shall use diligent, commercially reasonable efforts to obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all local, state and federal laws and regulations, in each case, which must be obtained or met in connection with the development and construction of the Project, including, without limitation, all necessary building permits, variances, conditional use permits and zoning changes related to the Project from the City and all necessary approvals from Minnesota State Historic Preservation Office for the rehabilitation of the Ernst House (collectively, the "Project Approvals"). Nothing in this Agreement shall limit the authority of the City with respect to zoning and land use approvals and all zoning and land use approvals shall be by the City Council or the City planning commission in accordance with the ordinances of the City. Nothing in this Agreement shall limit the governmental authority of the City

with respect to its building and construction permitting process for the Project. Developer shall comply with all applicable City building codes and construction requirements and shall be responsible for obtaining all building permits prior to construction.

4.3 EDA Review of Development Plans. Prior to submitting any development and/or construction plans for the Project to City for any step of the City's regulatory review and approval process, Developer shall first make such plans available to the EDA's review and approval. The EDA shall not unreasonably withhold its approval of such plans if, in the reasonable discretion of the EDA, such plan: (a) conform to the Redevelopment Plan, the TIF Plan, this Agreement, and to any subsequent amendments thereto approved by the City; (b) conform to all applicable federal, state and local laws, ordinances, rules and regulations; (c) are adequate to provide for construction of the Project; and (d) no Event of Default has occurred and no default is then existing. No approval by the EDA shall relieve Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to properly construct the Project. No approval by the EDA shall constitute a waiver of a default or Event of Default. Any disapproval of any such plans shall set forth the reasons therefore and shall be made within 30 days after the date of their receipt by the EDA. If the EDA rejects any such plans, in whole or in part, Developer shall submit new or corrected plans within 30 days after written notification to Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of the applicable plans shall continue to apply until such plans have been approved by the EDA.

4.4 Undertaking of Project.

(a) All work with respect to the Project shall be in substantial conformity with the Project Approvals.

(b) Developer shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City (in accordance with City code) and any applicable private utility provider. Except for public improvements, which are undertaken by the City or other governmental body and assessed against benefited properties, all street and utility installations, relocations, alterations and restorations shall be at Developer's expense and without expense to the City. Developer, at its own expense, shall replace any public facilities or utilities damaged during the Project by Developer or its agents or by others acting on behalf of or under the direction or control of Developer.

4.5 Certificate of Completion.

(a) Upon Developer's request following the EDA's certification that the Project is completed to the reasonable satisfaction of the EDA, the EDA will furnish Developer with a Certificate of Completion for the Project, in substantially the form attached hereto as **Exhibit D**, as conclusive evidence of satisfaction and termination of the agreements and covenants of this Agreement with respect to the obligations of Developer to complete the Project. The furnishing by the EDA of such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Mortgagee.

(b) If the EDA shall refuse or fail to provide a Certificate of Completion following Developer's request, the EDA shall, within 10 business days after Developer's request, provide Developer with a written statement specifying in what respects Developer has failed to complete the Project in accordance with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the EDA, for Developer to obtain the Certificate of Completion.

4.6 Progress Reports. Until the Certificate of Completion is issued for the Project, Developer shall make, in such detail as may reasonably be required by the EDA, and forward to the City and EDA, upon request by the City or EDA, a written report as to the actual progress of construction and the sale/leasing of the housing units to Qualified Households.

4.7 Access to Development Property. Developer agrees to permit the City, the EDA, and any of their respective officers, employees or agents access to the Development Property at all reasonable times for the purpose of inspection of all work being performed in connection with the Project; provided, however, that neither the City nor the EDA shall not have an obligation to inspect such work.

## Article V
Project Financing; Public Assistance

5.1 Project Financing. Except as provided herein, and otherwise subject to the terms and conditions of this Agreement, Developer shall be responsible to pay all of the costs and expenses of the Project. Developer shall certify to the EDA no later than **June 1, 2022**, that Project funding sources sufficient to complete the Project have been committed to (or otherwise remain available to) Developer by delivering to the EDA a Project funding certificate in substantially the form attached here to as **Exhibit G** and containing an updated Sources and Uses Budget (the "Project Funding Certificate"). Promptly following the EDA's request, Developer agrees to submit to the EDA evidence of commitment(s) for financing which is adequate, in the EDA's reasonable discretion, for the construction of the Project. If the EDA reasonably finds that the financing complies with the terms of this Section 5.1 and is sufficiently committed and adequate in amount, to provide for the construction of the Project, the EDA shall notify Developer in writing of its approval, such approval shall not be unreasonably defined, conditioned, or delayed. If the EDA rejects the evidence of financing as inadequate, it shall do so in writing specifying the basis for the rejection and Developer shall have 30 days thereafter to submit evidence of commitment(s) for additional or alternate financing acceptable to the EDA. If Developer fails to submit such commitment(s) for financing acceptable to the EDA within said period of time or any additional period to which the EDA may agree, the EDA may notify Developer of its failure to comply with the requirement of this Section 5.1, such failure being a default hereunder.

5.2 Grant Applications. Developer, the City, and the EDA will cooperate in efforts to obtain available public grant funding to undertake the Project. The EDA shall contract for grant writing assistance to pursue grant funds from the Minnesota Housing Finance Agency. Other costs of preparing the grant applications shall be borne by Developer. City and EDA staff shall have the final authority to review and submit the grant applications to the applicable agency.

5.3 Waiver of Area Fees. In consideration of Developer's fulfillment of its obligations under this Agreement, the City hereby agrees to waive the following City development fees: (a) water area, (b) sanitary sewer area, (c) storm water area, (d) parkland dedication and (e) trails. The foregoing wavier does not include and Developer shall be responsible, for (i) all other standard charges and fees due with respect to real estate developments and allocable to the Development Property under City ordinances and the City code, including, but not limited to, building permit fees, plat fees, and inspection fees, and (ii) any and all water and/or sewer availability charges required by the City and/or the Metropolitan Council in connection with the Project. If Developer fails to achieve Completion of the Project in accordance with this Agreement or if this Agreement is terminated due to an Event of Default by Developer, then Developer shall be responsible for paying to the City any such fees waived by the City under this Section.

5.4 City Contribution to Design Fees. Developer will pay all architectural and engineering fees for the concept design for the Project. Thereafter, the City will be responsible for architectural and engineering fees incurred by Developer for the design development and construction documents for the

Project up to an amount of **$200,000**. Such fees shall initially be paid by Developer and shall be reimbursed by the City after issuance of the Certificate of Completion as provided herein and not more than 60 days after the request for reimbursement is delivered to the City by Developer together presentation of paid invoices and other documentation of such costs. Any design and engineering costs not reimbursable by the City as provided in this Section will be the responsibility of Developer.

5.5 Housing Trust Fund Contribution. In consideration of Developer's fulfillment of its obligations under this Agreement, the City agrees to provide a grant (the "Trust Fund Grant") to Developer in the original principal amount of up to **$300,000.00** to reimburse Developer for Qualified Costs, pursuant to the terms and conditions of a grant agreement in substantially the form attached as **Exhibit H** (the "Trust Fund Grant Agreement"). The Trust Fund Grant will be funded from the City's Housing Trust Fund. The City shall fund the Trust Fund Grant pursuant to the Trust Fund Grant Agreement upon completion of the Project, the issuance of the Certificate of Completion, and Developer providing evidence of Qualified Costs in accordance with Section 5.6(b).

5.6 TIF Assistance.

(a) Generally. The City, in order to encourage Developer to proceed with the construction of the Project, and to assist Developer in paying the costs thereof, is willing to provide certain TIF assistance as permitted by the TIF Act and in accordance with the TIF Plan and otherwise in accordance with this Section. The City shall reimburse Developer, using Available Tax Increment on a pay-as-you-go basis, for Qualified Costs of the Project. The City shall, upon completion of the Project and the issuance of the Certificate of Completion therefor, issue the TIF Note to Developer and thereafter make reimbursement payments pursuant to the TIF Note, with said payments of principal and interest to be made on the dates (the "Payment Dates") specified in the TIF Note, subject to the following terms and conditions:

(i) The total principal amount of the TIF Note issued for the Project will not exceed **$180,000**.

(ii) The unpaid principal of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at **4.0%** per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(iii) The City shall be obligated to make the payments to Developer required pursuant to the TIF Note and this Section 5.6 *only from and to the extent of* the Available Tax Increment actually received from the TIF District for any tax year, and such payments shall never be considered to be a general obligation or indebtedness of the City or the EDA.

(iv) Calculated on an annual basis, the City will retain five percent 5.0% of the Tax Increment generated from the Project for administrative costs and apply the retained Tax Increment first to pay any administrative expenses relating to the Development Property to the extent permitted by the TIF Act and to the extent that such expenses have not been paid or reimbursed to the City by Developer. Any of the retained Tax Increment remaining after the payment of any administrative expenses then due and owing (the "Available Tax Increment") shall first be paid to Developer for reimbursement of the Qualified Costs plus interest on the Payment Dates, and any increment remaining thereafter shall be retained by the City.

(v) Upon 30 days' written notice to Developer, the City may prepay all or a portion of the outstanding principal balance due to Developer pursuant to this Section 5.6

without penalty, on any date at a prepayment price equal to the outstanding principal balance to be prepaid plus accrued interest to the prepayment date.

(vi) The City shall not be obligated to make any payments hereunder subsequent to the termination of this Agreement as provided in Section 7.2 hereof, and any amounts remaining unpaid as of such date (other than by reason of failure of the City to comply with the terms of this Agreement) shall be considered forgiven by Developer and shall cease to be owing.

(vii) Developer may assign its rights under this Agreement (including the payments to be made to Developer hereunder) to secure financing incurred by Developer to pay costs of the Project, including but not limited to any Mortgagee.

(b) Evidence of Qualified Costs. Upon payment by Developer of Qualified Costs for the Project, Developer will deliver to the City an instrument executed by Developer (i) specifying the amount and nature of the Qualified Costs to be reimbursed and (ii) certifying that such costs have been paid to third parties unrelated to Developer, or if any costs have been paid to third parties related to Developer, that such costs do not exceed the reasonable and customary costs of services, labor or materials of comparable quality, dependability, availability and other pertinent criteria and that such costs have not previously been contained in an instrument furnished to the City pursuant to this Section 5.6. Together with such instrument, Developer shall deliver to the City evidence reasonably satisfactory to the City of the payment by Developer of such costs to be reimbursed.

(c) Satisfaction of Conditions Precedent. Notwithstanding anything to the contrary contained herein, the City's obligation to reimburse Developer for Qualified Costs under the TIF Note shall be subject to satisfaction, or waiver in writing by the City, of all of the following conditions precedent:

(i) the Certificate of Completion has been issued for the Project;

(ii) Developer has provided written evidence reasonably satisfactory to the City that Qualified Costs in the amount to be reimbursed from the Available Tax Increment have been incurred for the Project and paid by Developer; and

(iii) Developer shall not be in default under the terms of this Agreement or any Project Approvals beyond any applicable cure period.

5.7 Funding Gap; Funding Surplus; Public Assistance Adjustment. The financial assistance to Developer under this Agreement is based on certain assumptions regarding likely costs and expenses associated with constructing the Project. The parties hereto agree that those assumptions may be reviewed in connection with Developer's delivery of the Project Funding Certificate. If the total Project costs reflected in the Project Funding Certificate are higher than set forth in the initial Project Sources and Uses Budget attached hereto, thereby creating a Project funding gap (the "Funding Gap"), then Developer shall first endeavor to cover the Funding Gap by increasing the sale prices of the housing units thereon to the Qualified Households. If the Funding Gap cannot be reasonably covered by such price increases and/or other funding sources reasonably available, the City and the EDA will consider undertaking to cover the Funding Gap by increasing the Trust Fund Grant and/or providing Developer with additional TIF Assistance in the manner provided in Section 5.6. Any increase in the Trust Fund Grant or provision of TIF Assistance will require approval by City Council and the Board. If the total Project costs reflected in the Project Funding Certificate are lower than set forth in the initial Project Sources and Uses Budget attached hereto, thereby creating a Project funding surplus (the "Funding Surplus"), then such Funding Surplus shall

first be applied to reduce the Trust Fund Grant and thereafter any remaining Funding Surplus be applied as directed by the City and the EDA.

5.8 Legal and Administrative Expenses. Except as otherwise provided in this Agreement, each party shall pay its own legal and administrative expenses that are incurred in connection with the negotiating, approval and documentation of this Agreement.

## Article VI
Prohibitions Against Assignment and Transfer

6.1 Transfer of Property and Assignment. Other than conveyance of the Development Property to the Land Trust as provided herein and leases or other conveyances of the Development Property permitted under the Land Trust to Qualified Households made to in the ordinary course of business, Developer has not made and will not make, or suffer to be made, any total or partial sale, assignment, conveyance, lease, or other transfer, with respect to this Agreement, the Project or Development Property or any part thereof or any interest therein (other than any Mortgage or Mortgages securing financing for the Project or other than any assignment of the payments to be made to Developer under Section 5.6 hereof that is permitted under Section 5.6 hereof), or any contract or agreement to do any of the same, without the prior written approval of the City and the EDA, which shall not be unreasonably withheld or delayed. The City and the EDA shall be entitled to require as conditions to any such approval that: (a) the proposed transferee have the qualifications and financial responsibility, as reasonably determined by the City and the EDA, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer; (b) the proposed transferee, by recordable instrument satisfactory to the City and the EDA shall, for itself and its successors and assigns, assume all of the obligations of Developer under this Agreement. No transfer of, or change with respect to, ownership in the Project or the Development Property or any part thereof, or any interest therein, however consummated or occurring and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City and the EDA of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Project or the Development Property and the completion of the Project that the City and the EDA would have had, had there been no such transfer or change. There shall be submitted to the City and the EDA for review all legal documents relating to the transfer. In the absence of specific written agreement by the City and the EDA to the contrary, no approval of any assignment or transfer by the City and the EDA thereof with respect to any transfer or assignment shall be deemed to relieve Developer, or any other party bound in any way by this Agreement or otherwise with respect to the Completion of the Project, from any of their obligations with respect thereto.

## Article VII
Event of Default; Fees

7.1 Events of Default. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events which occurs and continues for more than 15 days after written notice thereof to Developer setting forth with specific particularity the default and the action required to cure or remedy the same (the "Default Notice"); provided, however, if a longer period is reasonably required to complete the cure, then the cure period shall be extended as may be reasonably required to complete the cure as soon as reasonably possible under the circumstances not to exceed 90 days and so long as Developer is diligently and continuously attempting to cure such failure:

(a) Subject to Unavoidable Delay, failure of Developer to achieve Commencement and Completion of the Project by the applicable dates set forth in Section 4.1.

(b) Failure of Developer to otherwise construct or reconstruct the Project as required hereunder.

(c) Failure of Developer to obtain the EDA's approval of any development plans for the Project as required by Section 4.3.

(d) Failure of Developer to pay to the City or the EDA any amounts required to be paid by Developer hereunder.

(e) Failure of Developer to observe and perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

(f) Failure of Developer to pay any taxes on the Development Property prior to the same becoming delinquent.

(g) Filing of any voluntary petition in bankruptcy or similar proceedings by Developer; general assignment for the benefit of creditors made by Developer or admission in writing by Developer of inability to pay its debts generally as they become due; or filing of any involuntary petition in bankruptcy or similar proceedings against Developer which are not dismissed or stayed within 60 days.

7.2 Remedies on Default. Upon the occurrence of an Event of Default, the City and/or the EDA, as applicable, may take any one or more of the following actions at any time prior to Developer's curing or remedying the Event of Default:

(a) terminate this Agreement;

(b) suspend its performance under this Agreement and/or the TIF Note until Developer cures its default to the satisfaction of the City and the EDA and thereafter continues its performance under this Agreement.

(c) withhold the Certificate of Completion.

(a) take whatever action at law or in equity may appear necessary or desirable to the City or the EDA to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement; and

(b) exercise any remedies available at law and in equity to enforce performance of this Agreement, including a right to specific performance.

7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City, or to Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City, or Developer to exercise any remedy reserved to them, it shall not be necessary to give notice, other than such notice as may be required under this Agreement.

7.4 Waivers. All waivers by any party to this Agreement shall be in writing. If any provision of this Agreement is breached by any party and thereafter waived by another party, such waiver shall be

limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.5 Agreement to Pay Attorneys' Fees. Whenever any Event of Default occurs and the City and/or the EDA shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City and/or the EDA, as applicable, the reasonable fees of such attorneys and such other expenses so incurred by the City and/or the EDA.

## Article VIII
Indemnification; Insurance

8.1 Indemnification.

(a) Developer shall indemnify and hold harmless the City and the EDA and their respective governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for the purposes of this Section, collectively the "Indemnified Parties") for any expenses (including reasonable attorneys' fees), loss (excluding consequential, special or punitive damages except to the extent payable to third parties by any Indemnified Parties), damage to property, or death of any person occurring at or about, or resulting from any defect in, the Project; provided, however, Developer shall not be required to indemnify any Indemnified Party for any claims or proceedings that Developer proves arose from any grossly negligent, intentional misconduct, or unlawful acts or omissions of such Indemnified Party. Promptly after receipt by the City or the EDA of notice of the commencement of any action in respect of which indemnity may be sought against Developer under this Section 8.1, such person will notify Developer in writing of the commencement thereof, and, subject to the provisions hereinafter stated, Developer shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the City and the EDA) and the payment of expenses insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against Developer. The City and the EDA shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of Developer unless the employment of such counsel has been specifically authorized by Developer. Notwithstanding the foregoing, if the City or the EDA has been advised by independent counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to Developer, Developer shall not be entitled to assume the defense of such action on behalf of the City or the EDA, as applicable, but Developer shall be responsible for the reasonable fees, costs and expenses (including the employment of counsel) of the City and/or the EDA, as applicable, in conducting their defense. Developer shall not be liable to indemnify any person for any settlement of any such action effected without Developer's consent. The omission to notify Developer as herein provided will not relieve Developer from any liability which they may have to any Indemnified Party pursuant hereto, otherwise than under this Section.

(b) Developer agrees to protect and defend the Indemnified Parties, and further agrees to hold the aforesaid harmless, from any claim, demand, suit, action or other proceeding whatsoever by any person or entity arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided that this indemnification shall not apply to the warranties made or obligations undertaken by the City or the EDA in this Agreement but shall, in any event, apply

to any pecuniary loss (excluding consequential, special or punitive damages except to the extent payable to third parties by any of the Indemnified Parties) or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City or EDA at a rate equal to the prime rate) as a result of the Project, as constructed and operated by Developer, causing the TIF District to cease to qualify as an "redevelopment district" under the TIF Act or to violate limitations as to the use of the revenues therefrom as set forth in the TIF Act.

(c) All covenants, stipulations, promises, agreements and obligations of the City and the EDA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City or the EDA, as applicable, and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

8.2 Insurance.

(a) Developer shall obtain and continuously maintain insurance on the Project and, from time to time at the request of the City or the EDA, furnish proof to the City and the EDA that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that Developer must obtain and continuously maintain, provided that Developer shall obtain the insurance described in clause (i) below with respect to the Project prior to the Commencement of construction thereof and is only obligated to maintain the insurance described in clause (i) until Developer receives a Certificate of Completion:

(i) Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to 100% of the insurable value of the Project at the date of Completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

(ii) Fire, extended coverage perils, vandalism and malicious mischief, boiler explosion (but only if steam boilers are present), collapse on a replacement cost basis in an amount equivalent to the full insurable value thereof. ("Full insurable value" shall include the actual replacement cost of the Project, exclusive of foundations and footings, without deduction for architectural, engineering, legal or administrative fees or for depreciation.)

(iii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City and the EDA, as an additional insured, with limits against bodily injury and property damage of not less than $5,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

(iv) Workers compensation insurance, for employees of Developer if and to the extent required by Law.

(b) All insurance required in this Article shall be obtained and continuously maintained by responsible insurance companies selected by Developer which are authorized under the laws of the State to assume the risks covered by such policies. If available on commercially reasonable terms, each policy must contain a provision that the insurer will not cancel nor modify the policy in a manner that would adversely impact coverage without giving written notice to the insured at least 30 days before the cancellation or modification becomes effective. Not less than 15 days prior to the expiration of any policy, Developer must renew the existing policy or replace the

policy with another policy conforming to the provisions of this Section. In lieu of separate policies, Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. The policies required by this Section 8.2 shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding $25,000.

## Article IX
Other Covenants

9.1 Real Property Taxes. Prior to the Termination Date, Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

Developer agrees that prior to the Termination Date:

(a) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(b) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(c) It will not seek any tax deferral or abatement, either presently or prospectively authorized under M.S., Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

9.2 Action to Reduce Taxes. Developer may seek through petition or other means to have the market value for the Development Property reduced. Until the TIF Note is fully paid, such activity must be preceded by written notice from Developer. Upon receiving such notice, or otherwise learning of Developer's intentions, the City may suspend payments due under the TIF Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result any reduction in market value of the Development Property. During the period that the payments are subject to suspension, the City may make partial payments on the TIF Note if it determines, in its sole and absolute discretion, that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension of payments on the TIF Note pursuant to this Section shall not be considered a default under this Agreement.

9.3 Damage or Destruction. Subject to any mortgage requirements, upon any damage or destruction of the Project, or any portion thereof, by fire or other casualty, Developer shall within 60 days after such damage or destruction, commence the process required to repair, reconstruct and restore the

damaged or destroyed Project, or portion thereof, to substantially the same condition or utility value as existed prior to the event causing such damage or destruction and shall diligently pursue such repair, reconstruction and restoration.

9.4 Relocation Costs. Developer shall pay all relocation costs or expenses required under federal or state law to be paid to any owner or occupant of the Development Property as a result of the Project, and shall indemnify and hold harmless the City, its governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof from any such relocation costs and expenses in accordance with the provisions of Section 8.1.

9.5 Restrictions on Use. During the term of the TIF District, Developer shall (a) not permit the Development Property to be exempt from real estate taxes notwithstanding the ownership or use of the land; (b) not permit the Development Property to be used for any use which would cause the Development Property to be valued and assessed for real estate tax purposes at a lower percentage of its market value than the Development Property is then being valued and assessed for real estate tax purposes or would result in the Development Property becoming exempt from real estate taxes; (c) cause the Development Property to be devoted to uses consistent with an "redevelopment district" under Minnesota Statutes, Sections 469.174 through 469.1794, and the uses specified in the Redevelopment Plan, this Agreement and other agreements entered into between Developer and the City; (d) cause the owner of the Development Property to not discriminate upon the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and familial status in the sale, lease, or rental or in the use or occupancy of the Development Property, the Project or any part thereof; and (e) develop the Development Property in an orderly manner consistent with the City's zoning ordinances and comprehensive plan.

## Article X
General Provisions

10.1 Conflicts of Interest; City Representatives Not Individually Liable. No member, official, employee, or consultant or employee of a consultant of the City or the EDA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, consultant or the consultant's employees or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, consultant or consultant's employee, or employee of the City or the EDA shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or the EDA or for any amount which may become due to Developer or successors or on any obligations under the terms of this Agreement. No member, official, consultant or consultant's employee, or employee of Developer shall be personally liable to the City or the EDA, or any successor in interest, in the event of any default or breach by Developer or for any amount which may become due to the City and/or the EDA on any obligations under the terms of this Agreement.

10.2 Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Project it will comply with any applicable affirmative action and nondiscrimination laws or regulations.

10.3 Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

10.4 Business Subsidies Act. The parties hereto agree that the Project is exempt from the requirement for entering into a business subsidy agreement within the meaning of the Minnesota Business

Subsidy Act, Minnesota Statutes, Sections 116J.993 through 116J. 995, because the TIF Assistance provides assistance for housing within the meaning of Minnesota Statutes, Section 116J.993, subd. 3(7).

10.5 Term of Agreement. This Agreement shall terminate upon the Termination Date; it being expressly agreed and understood that the provisions of this Agreement are intended to survive the expiration and satisfaction of any security instruments placed of record contemporaneously with this Agreement, if such expiration and satisfaction occurs prior to the expiration of the term of this Agreement, as stated in this Section 10.5.

10.6 Provisions Surviving Termination. The following section will survive any termination, rescission, or expiration of this Agreement with respect to or arising out of any event, occurrence, or circumstance existing prior to the date thereof: Section 3.9 [Right of Reverter]; Section 7.2 [Remedies on Default] to the extent of any Event of Default arising prior to such termination or expiration Section 8.1 [Indemnification]; Section 8.2 [Insurance]; Section 10.7 [Notices and Demands]; and Section 10.8 [Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury].

10.7 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to another party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

(a) in the case of Developer, addressed to or delivered personally to:

Carver County Community Development Agency
705 N. Walnut Street
Chaska, MN 55318
Attention: Executive Director

(b) in the case of the City, addressed or delivered personally to:

City of Chaska
500 4th Avenue NE
Chaska, MN 55912
Attention: City Administrator

with a copy to:

Jay R. Lindgren
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

(c) in the case of the EDA, addressed or delivered personally to:

Chaska Economic Development Authority
500 4th Avenue NE
Chaska, MN 55912
Attention: Executive Director

with a copy to:

Jay R. Lindgren
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

Each party, by notice given hereunder to the other parties, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

10.8 Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this Agreement shall be venued exclusively in Carver County District Court, state of Minnesota and shall not be removed therefrom to any other federal or state court. Developer, the City, and the EDA hereby consent to personal jurisdiction and venue in the foregoing court. Developer, the City, and the EDA hereby waive trial by jury for any litigation arising out of this Agreement.

10.9 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City, the EDA, and Developer and their respective successors and assigns.

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

10.11 Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City, the EDA, and Developer.

10.12 Further Assurances and Corrective Instruments. The City, the EDA, and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Development Property or the Project or for carrying out the expressed intention of this Agreement.

10.13 City/EDA Approval. Unless the City Council or Board, as applicable, determines otherwise in its discretion, whenever this Agreement provides for the consent or approval by the City or the EDA, such approval shall be given by, respectively, the City Administrator or the Executive Director of the EDA (or in either case his/her designee), unless (a) this Agreement explicitly provides for approval by the City Council or the Board, (b) approval by the City Council or Board is required by law or (c) the approval, in the opinion of the City Administrator or the Executive Director, would result in a material change in the terms of this Agreement.

10.14 No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Agreement shall in any way affect or impair the City's or the EDA's immunity or the immunity of the City's and the EDA's employees, consultants and contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Agreement shall in any way affect or impair the limitations on the City's or the EDA's liability or the liability of the City's and the EDA's employees, consultants and independent contractors. By entering into this Agreement, neither the City nor the EDA waives any rights, protections, or limitations as provided under law and equity for the EDA, the City, or of their respective employees, consultants and contractors.

10.15 Memorandum of Agreement. Neither party shall cause this Agreement to be recorded or filed in the real estate records of the County. However, at Closing, the parties shall execute, and Developer shall cause to be recorded on the title to the Development Property, a memorandum of this Agreement in substantially the form attached as **Exhibit I** (the "Memorandum").

10.16 Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the items covered by this Agreement, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the items covered by this Agreement.

10.17 Data Practices Act. Developer acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Developer with regard to the performance of its duties under this Agreement are subject to the requirements of Chapter 13, Minnesota Statutes.

10.18 City and EDA Regulatory Authority. Nothing in this Agreement shall be construed to limit or modify the City's or the EDA's regulatory authority.

10.19 Time is of the Essence. Time is of the essence of this Agreement and each and every term and condition hereof; provided, however, that if any date herein set forth for the performance of any obligations by Developer, the City, or the EDA or for the delivery of any instrument or notice as herein provided should not be on a business day, the compliance with such obligations or delivery shall be deemed acceptable on the next following business day.

10.20 Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement.

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

10.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature(s) on following page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF CHASKA, MINNESOTA

By: _____
Mayor

By: _____
City Administrator

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me on this ____ day of _____, 202___, by Mark Windschitl, the Mayor, and Matt Podhradsky, the City Administrator, of the City of Chaska, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHASKA, MINNESOTA

By: _____
President

By: _____
Executive Director

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

This instrument was acknowledged before me on this _____ day of _____, 202___, by Mark Windschitl and Matt Podhradsky, the President and Executive Director, respectively, of Economic Development Authority of the City of Chaska, Minnesota, a Minnesota political subdivision, on behalf of the political subdivision.

_____
Notary Public

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY

By: _____
_____

By: _____
_____

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me on this ____ day of _____, 202___, by _____, the _____, and _____, the _____, of the Carver County Community Development Agency, on behalf of the agency.

_____
Notary Public

**Exhibit A**

Legal Description of Development Property

The real property and interests in such property located in the County of Carver, State of Minnesota and described as follows:

Parcel 1:

Lot 2, Block 37, except the Northerly 6 feet of the Westerly 48 feet thereof and also including the South 4 feet of the Easterly 94 feet of Lot 1, Block 37, City of Lots of Chaska, Carver County, Minnesota.

Parcel 2:

Lot 3, Block 37, City of Lots Chaska, Carver County, Minnesota.

# Exhibit B

Sources and Uses Budget

**Ernst House Gap Analysis--4 Unit Concept - CDA Proposal**

| | | *Budget 11/9/21* |
|---|---|---|
| **Source - Ernst** | | |
| Ernst Sales | | $ 300,000.00 |
| TIF | | $ 180,000.00 |
| Land Grant | | $ 100,000.00 |
| CDA Contribution | | $ 51,523.68 |
| **Total** | | **$ 631,523.68** |
| | | |
| **Project Costs - Ernst** | | |
| Ernst House | | $ 510,480.00 |
| Land | | $ 100,000.00 |
| Commission | | $ 15,000.00 |
| Fees | | $ - |
| Special asessment costs | | $ 6,043.68 |
| **Total** | | **$ 631,523.68** |
| | | |
| **Source - Townhomes** | | |
| Townhome Sales | | $ 750,000.00 |
| Land Grant | | $ 339,210.00 |
| City Trust Fund | | $ 300,000.00 |
| CDA Grant (2020) | | $ 85,000.00 |
| CDA Grant (2021) | | $ 100,000.00 |
| CDA Contribution | | $ 114,797.90 |
| TIF | | $ - |
| Met Council | | $ 30,000.00 |
| **Total** | | **$ 1,719,007.90** |
| | | |
| **Project Costs - Townhomes** | | |
| 3 Townhomes | | $ 1,370,280.00 |
| Land | | $ 300,000.00 |
| Commission | | $ 36,000.00 |
| Fees | | $ 7,455.00 |
| Special assessment costs | | $ 5,272.90 |
| **Total** | | **$ 1,719,007.90** |
| | | |
| **Sources - Architectural Fees** | | |
| CDA | | $ 40,000.00 |
| City TIF/HTF | | $ 200,000.00 |
| **Total** | | **$ 240,000.00** |
| | | |
| **Uses - Architectural Fees** | | |
| Preliminary concept | | $ 40,000.00 |
| Design Development & Construction | | $ 200,000.00 |
| **Total** | | **$ 240,000.00** |
| | | |
| **TOTAL SOURCES** | | **$ 2,590,531.58** |
| **TOTAL USES** | | **$ 2,590,531.58** |
| **GAP** | | **$ -** |

**Exhibit C**

Qualified Costs

The estimated Qualified Costs of the TIF District are listed below that are eligible for reimbursement from tax increments of the TIF District. The categories below identify the categories of expenses that the parties agree may be reimbursed through tax increment financing. The amounts assigned to each category are estimates only and not independent limitations of Developer's Qualified Costs.

| | |
|---|---|
| Costs of eliminating structurally substandard condition within the Ernst House consistent with M.S. Section 469.174, subd. 10 | $180,000 |
| **Total** | **$180,000*** |

* Developer's Qualified Cost. The total principal amount of the TIF Note issued to reimburse Developer for Qualified Costs of the Project will not exceed **$180,000**.

**Exhibit D**

Form of Certificate of Completion

WHEREAS, CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY (the "Developer"), is the Developer of the property in the County of Carver and State of Minnesota described on **Exhibit A** hereto and made a part hereof (the "Development Property"); and

WHEREAS, the Development Property is subject to the provisions of a certain Purchase and Redevelopment Agreement (the "Agreement") in the Redevelopment Project Area No. 4 and Tax Increment Financing (Redevelopment) District No. 22, dated as of _____, 202___, between Developer, the City of Chaska, Minnesota, and the Economic Development Authority of the City of Chaska, Minnesota; and

WHEREAS, Developer has fully and duly performed all of the covenants and conditions of Developer under the Agreement with respect to the completion of the Project (as defined in the Agreement);

NOW, THEREFORE, it is hereby certified that all requirements of Developer under the Agreement with respect to the completion of the Project have been completed and duly and fully performed, and this instrument is to be conclusive evidence of the satisfactory termination of the covenants and conditions of the Agreement as they relate to the completion of the Project. All other covenants and conditions of the Agreement shall remain in effect and are not terminated hereby.

Dated this ____ day of _____, 20__.

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY

By: _____

_____

By: _____

_____

Exhibit A

Development Property

The real property and interests in such property located in the County of Carver, State of Minnesota and described as follows:

**Exhibit E**

Form of Ground Lease

## GROUND LEASE

**THIS GROUND LEASE** ("this Lease" or "the Lease") made and entered into this day of , 20 , by and between Carver County Community Land Trust, a program of the Carver County Community Development Agency, a public body corporate and politic, organized under the laws of the State of Minnesota, ("the CCCLT" or "Lessor" or "the Lessor") and , ("Lessees" or "the Lessees").

## RECITALS

**WHEREAS,** the CCCLT is organized exclusively for charitable purposes, including: The development and preservation of decent, affordable housing and the creation of homeownership opportunities for low- and moderate-income people who otherwise would be denied such opportunities because of limited financial resources; and

**WHEREAS,** a goal of the CCCLT is to stimulate the conveyance of decent, affordable housing among low- and moderate-income people by providing access to housing for such persons at affordable prices through the long-term leasing of land under said housing; and

**WHEREAS,** the Leased Premises described in this Lease have been acquired and are being leased by the CCCLT in furtherance of these charitable purposes; and

**WHEREAS,** the Lessees share the purposes and goals of the CCCLT and has agreed to enter into this Lease not only to obtain those benefits to which the Lessees are entitled under this Lease, but also to further the charitable purposes of the Lessor; and

**WHEREAS,** Lessor and Lessees recognize the special nature of the terms and conditions of this Lease, and each of them, with the independent and informed advice of legal counsel, freely accepts these terms and conditions, including those terms and conditions that may affect the marketing and resale price of any Improvements (as defined in Article 7.1) on the Leased Premises; and

**WHEREAS,** it is mutually understood and accepted by Lessor and Lessees that the terms and conditions of this Lease further their shared goals over an extended period of time and through a succession of owners.

**NOW, THEREFORE,** in consideration of the foregoing recitals, of the mutual promises of Lessor and Lessees and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessees agree as follows:

## ARTICLE 1. Letters of Stipulation and Acknowledgement

Attached as Exhibit A: **LETTERS OF STIPULATION AND ACKNOWLEDGEMENT AND ATTORNEY'S ACKNOWLEDGEMENT** and made part of this Lease by reference are (a) a Letter of Stipulation of Lessees, and (b) a Letter of Acknowledgement of legal counsel of Lessee, setting forth their respective review and understanding of this Lease (in particular, Article 10, regarding the transfer, sale or disposition of the Improvements) and related documents for this transaction.

## ARTICLE 2: Leased Premises

2.1 **PREMISES:** The Lessor, in consideration of the Lease Fee and the terms and conditions of this Lease, does hereby demise and leave unto Lessees, and Lessees does hereby take and hire from Lessor, the property (referred to in this Lease as the "Leased Premises") described in the attached Exhibit B: **PREMISES.** Lessor has furnished to Lessees a copy of the most current, if any, title report previously obtained by Lessor for the Premises, and Lessees accepts title to the Leased Premises in their condition "AS IS" as of the execution of this Lease.

2.2 **RESERVATION OF MINERAL RIGHTS:** Lessor reserves to itself all the minerals and other extractive resources of the Leased Premises. This reservation shall not diminish the right of the Lessees under this Lease to occupy and freely use the Leased Premises. Any eventual extraction by the Lessor of minerals or other extractive resources shall be carried out with as little disruption to the Lessees as is reasonably possible. In instances requiring a material disruption of the Lessees' right of use and occupancy of the Leased Premises, the Lessor shall not make such extraction without the consent of the Lessees.

## ARTICLE 3: Duration of Lease

3.1 **PRINCIPAL TERM:** The term of this Lease shall be 99 years, commencing on the day of , 20 , and terminating on the day of 21 , unless terminated sooner or extended as provided below.

3.2 **LESSEES' OPTION TO EXTEND:** Lessees may extend the principal term of this Lease for one (1) additional period of 99 years, subject to all the provisions of this Lease; provided that Lessor may make changes to the terms of the Lease for the renewal period prior to the beginning of such renewal period but only if these changes do not materially and adversely impair Lessees' rights under the Lease. Not more than 365 nor less than 180 days before the last day of the current term, Lessor shall give Lessees written notice, stating the date of expiration of the Lease, describing any changes that Lessor intends to make to the terms of the Lease as permitted above, and reiterating the conditions for renewal as set forth immediately below ("the Expiration Notice"). Lessees' right to exercise the option to extend is subject to the following conditions: (a) within sixty (60) days of receipt of the Expiration Notice, Lessees shall give Lessor written notice, irrevocably exercising the option to extend ("the Extension Notice"); (b) this Lease shall be in effect at the time the Extension Notice is given and on the last day of the term, and (c) there shall not be an Event of Default by Lessees under this Lease or under any loan documents between Lessees and any Permitted Mortgagee at the time the Extension Notice is given and on the last day of the term.

When Lessees has rightfully exercised the option to extend, each party shall execute a memorandum, in mutually agreeable recordable form, acknowledging the fact that the option has been exercised and otherwise complying with the requirements of law for an effective memorandum or notice of lease, and such memorandum or notice of lease shall be recorded in accordance with the requirements of law on or promptly after the commencement of such renewal period of the Lease.

3.3 **CHANGE OF LESSOR; LESSEES' RIGHT TO PURCHASE:** In the event that ownership of the land comprising the Leased Premises ("the Land") is conveyed or transferred (whether voluntarily or involuntarily) by Lessor to any other person or entity, this Lease shall not cease, but shall remain binding and unaffected. However, in the event Lessor desires or attempts to convey the Land to any person or entity other than a non-profit corporation, charitable trust, governmental agency or other similar entity sharing the goals described in the Recitals above (or as security for a mortgage loan), the Lessee shall have the right of first refusal to purchase the Land. This right shall be as specified in the attached Exhibit C: **FIRST REFUSAL**. Any sale or other transfer contrary to this Section 3.3 shall be null and void.

## ARTICLE 4: Use of Leased Premises

4.1 **RESIDENTIAL USE ONLY:** Lessees shall use, and shall cause all occupants to use, the Leased Premises and Improvements only for residential purposes and any incidental activities related to residential use that are currently permitted by applicable zoning laws of the City in which the Leased Premises are located.

4.2 **RESPONSIBLE USE AND COMPLIANCE WITH LAW:** Lessees shall use the Leased Premises in a manner so as not to cause actual harm to others or create any nuisances, public or private; and shall dispose of any and all waste in a safe and sanitary manner. Lessees shall maintain the Leased Premises and Improvements in good, safe and habitable condition in all respects, except for normal wear and tear, in full compliance with all applicable laws and regulations (including any regulations imposed by any applicable homeowners' association), in such condition as is required to maintain the insurance coverage required by Section 9.4 of this Lease, and in compliance with any declarations or restrictions of record, specifically including but not limited to any homeowners' association restrictions that may apply to the Leased Premises.

4.3 **RESPONSIBLE FOR OTHERS:** Lessees shall be responsible for the use of the Leased Premises by all residents and their families, friends and visitors and anyone else using the Leased Premises and shall make all such people aware of the spirit, intent and appropriate terms of this Lease.

4.4 **OCCUPANCY:** Lessees shall occupy the Leased Premises for at least eight months of each year of this Lease, unless otherwise agreed by Lessor. Occupancy by children or other immediate family members or dependents of Lessees shall be considered occupancy by Lessees. Homeowner must qualify and maintain the Land at all times as "homestead" property under Minnesota property tax law, if allowed by applicable Minnesota property tax law.

4.5 **INSPECTION:** Lessor may inspect any portion of the Leased Premises, including the interior(s) of Lessees' Improvements, at any reasonable time, but not more than three (3) times in a single calendar year, and in any reasonable manner, upon at least twenty-four (24) hours' oral notice to Lessee. In the event of emergency, Lessor may inspect any portion of the Leased Premises, including the interior(s) of Lessees' Improvements, without notice provided the Lessor shall have made reasonable efforts to give advance notice to Lessees.

4.6 **LESSEES' RIGHT TO PEACEFUL ENJOYMENT:** Lessees has the right to undisturbed enjoyment of the Leased Premises, and Lessor has no desire or intention to interfere with the personal lives, associations, expressions or actions of Lessees, subject to the provisions of this Lease.

## ARTICLE 5: Lease Fee

5.1 **LEASE FEE:** In consideration of the possession, continued use and occupancy of the Leased Premises, Lessees shall pay to Lessor a monthly lease fee ("the Lease Fee") of twenty-five dollars ($25.00).

5.2 **PAYMENT OF LEASE FEE:** The Lease Fee shall be payable to Lessor, at the address specified in this Lease as Lessor's address, on the first day of each month for as long as this Lease remains in effect, unless, with Lessor's consent, the Lease Fee is to be escrowed by a Permitted Mortgagee, in which case payment shall be made as specified by that Mortgagee. If the Lease commences on a day other than the first of the month, a pro-rata portion of the Lease Fee shall be paid for the balance of the month at the time the Lease is executed.

In the event that any amount of payable Lease Fee remains unpaid when the Improvements are sold and the Lease is terminated or assigned to another party, the amount of payable Lease Fee shall be paid to Lessor out of any proceeds from the sale of the Improvements otherwise due to Lessees at the time of such sale.

5.3 **CALCULATION OF LEASE FEE:** The Lease Fee specified in Section 5.1 above has been calculated as follows: First, an amount approximating the monthly fair rental value of the Leased Premises has been established, current as of the commencement of the lease term, recognizing that use of the Leased Premises is restricted by some of the provisions of the Lease. Then, the affordability of this monthly amount for the Lessees has been analyzed and, if necessary, the amount has been reduced to yield the amount stated in Section 5.1 above, which has been determined to be affordable for Lessees.

5.4 **REDUCTION, DELAY OR WAIVER OF LEASE FEE:** Lessor may reduce, delay or waive entirely the Lease Fee at any time and from time to time for the purpose of ensuring affordable monthly housing costs for the Lessees. Any such reduction, delay or waiver must be in writing and signed by Lessor before being effective.

5.5 **ADJUSTMENT OF LEASE FEE:** The Lease Fee stated in Section 5.1 above, as adjusted in the way provided below, shall be applicable during the term of this Lease. However, in the event that, for any reason, the provisions of Article 10 or Article 11 regarding transfers of the Improvements or Section 4.4 regarding occupancy are suspended or invalidated for any period of time, then during that time, the Lease Fee shall be increased to an amount calculated by Lessor to equal the fair rental value of the Leased Premises for use not restricted by the provisions of the suspended portions of the Lease, but initially an amount not to exceed $200.00. In such event, Lessor shall notify Lessees of the amount calculated in this way and the Lease Fee shall then be this amount.

In order to keep the Lease Fee reasonably current, the amount specified in Section 5.1 (and the maximum amount specified in the preceding paragraph) shall be recalculated every fifth ($5^{th}$) year during the term of the Lease. At such intervals, the amount shall be recalculated through such reasonable process as the Lessor shall choose, based upon the standards set forth in Section 5.3 above. Lessor shall notify Lessees promptly upon recalculation of the new Lease Fee amount, and if Lessees does not state objections to the recalculated amount within thirty (30) days after receipt of this notice, the Lease Fee shall then be as stated by Lessor in the notice. If Lessee does state objections to the recalculated Lease Fee, and Lessor and Lessee are then unable to agree on a recalculated Lease Fee within fifteen (15) days of Lessor's receipt of Lessees' objection, the dispute shall be resolved according to the arbitration process set forth in Article 13 below, except that the arbitrators chosen by each party shall be ones with experience in the valuation of real estate. Upon the final determination of the recalculated Lease Fee in accordance with the terms of this Section, Lessor shall maintain in its file a notarized certification of the amount of such recalculated Lease Fee and the process by which it was determined.

## ARTICLE 6: Taxes and Assessments

6.1 **TAXES AND ASSESSMENTS:** Lessees shall be responsible for payment of all taxes, governmental assessments that relate to the Improvements and the Leased Premises, specifically including any interest, late fees, or related charges. Lessees shall also pay directly, when due, all other service bills, utility charges, assessments or charges due as a result of any declarations or easements of record against the Leased Premises, including but not limited to payments assessments or charges due to Twin Cities Habitat for Humanity, Inc. (or its successors or assigns), or other governmental assessments charged against the Leased Premises, specifically including any interest, late fees, or related charges.

6.2 **TAXES ON LEASED PREMISES:** In the event that the local taxing authority bills Lessor for the taxes on the Leased Premises, Lessor shall pass the responsibility for this expense to Lessee and Lessee shall promptly pay this bill.

6.3 **LESSEES' RIGHT TO CONTEST:** Lessees shall have the right to contest the amount or validity of any taxes or assessments relating to the Improvements and Leased Premises. Lessor shall, upon written request by Lessees, join in any such proceedings if Lessees reasonably determines that it is necessary or convenient for Lessor to do so. All other costs and expenses of such proceedings shall be paid by Lessee.

6.4 **PAYMENTS IN EVENT OF DELINQUENCY:** In the event that Lessees fails to pay the taxes or other charges specified in Section 6.1 above, Lessor may increase, but shall not be obligated to increase, Lessees' Lease Fee in an amount that will offset the cost of any delinquent and current taxes or other charges relating to the Improvements and Leased Premises. Upon collecting any such amount, Lessor shall pay the amount collected to the taxing authority or other authority in a timely manner. Lessor may, but shall not be required, to pay taxes or other charges specified in Section 6.1 on behalf of Lessees. Any such amounts paid by Lessor shall be deemed to be an additional Lease Fee payable by Lessees upon demand.

6.5 **PROOF OF COMPLIANCE:** Concurrently with the payment of any taxes, assessments and charges required or permitted by the provisions of this Lease, each party shall furnish evidence satisfactory to the other documenting the payment. A photocopy of a receipt for such charges showing payment prior to the due date shall be the usual method of furnishing such evidence.

## ARTICLE 7: Improvements

7.1 **OWNERSHIP:** It is agreed that all buildings, structures, fixtures and other Improvements purchased by the Lessees or constructed or placed by the Lessees on any part of the Leased Premises at any time during the term of this Lease ("the Improvements") shall be property of the Lessees. However, notwithstanding anything to the contrary in this Lease, Lessees' exercise of the rights of ownership is and shall remain subject to the provisions of this Lease, including but not limited to provisions regarding the leasing or sale of Improvements by the Lessees and the Lessor's option to purchase the Improvements. Lessees' ownership is also subject to the provisions of any restrictions of record at the time of this Lease, specifically including any applicable declarations, easements, homeowners' association declarations, bylaws, rules, or regulations (if any). Lessees shall not sever or move the Improvements from the Land. For Qualified Capital Improvements, Lessees may request Lessor to enter an amendment to this Lease to allow Lessees to receive full credit for the cost of any such Qualified Capital Improvements in the calculation of the Formula Price in Article 10.10. Qualified Capital Improvements means those certain improvements made to the Improvements at the Lessees' expense which, as determined by Lessor, add significant value to the Improvements and which are capital in nature. Improvements which would qualify as Qualified Capital Improvements include, without limitation: the construction of additions, rooms, garages, bathrooms and kitchen remodeling. However, expenditures for maintenance, such as roof replacement, and the

updating or replacement of appliances such as furnaces, water heaters and kitchen appliances, would not qualify as Qualified Capital Improvements as used herein.

7.2 **PURCHASE OF IMPROVEMENTS BY LESSEES:** Upon the signing of this Lease, Lessees are simultaneously purchasing the Improvements located at that time on the Land, as described in the Deed for the Improvements, a copy of which is attached to this Lease as EXHIBIT D: **DEED (IMPROVEMENTS).** Immediately prior to or simultaneously with Lessees' purchase of the Improvements, Lessor is purchasing the Land, as described in the Deed for the Land, a copy of which is attached to this Lease as EXHIBIT E: **DEED (LAND)**.

7.3 **CONSTRUCTION AND ALTERATION:** Any construction in connection with an existing or new Improvement is subject to the following conditions: (a) all costs shall be borne and paid for by the Lessees; (b) all construction shall be performed in a worker like manner and shall comply with all applicable laws and regulations; (c) all construction shall be consistent with the permitted uses set forth in Article 4; (d) the exterior (including height) of such Improvements shall not be increased or expanded and new Improvements shall not be constructed without the prior written consent of Lessor; and (e) Lessees shall furnish to Lessor a copy of any plans and all building permits for such construction prior to commencing construction.

7.4 **PROHIBITION OF LIENS:** No lien of any type shall attach to the Lessor's title to the Land or to Lessor's interest in the Leased Premises or to any other property owned by the Lessor. Lessees shall not permit any statutory or similar lien to be filed against the Premises, the Improvements, or any interest of Lessor or Lessees that remains more than sixty (60) days after it has been filed. Lessees shall cause any such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Lessees fail to cause such lien to be discharged within the 60-day period, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the lien by paying the amount in question. Lessees may, at Lessees' expense, contest the validity of any such asserted lien, provided Lessees has furnished a bond in an amount sufficient to release the Leased Premises from such lien. Any amounts paid by Lessor to discharge such liens shall be deemed to be an additional Lease Fee payable by Lessees upon demand.

7.5 **MAINTENANCE AND SERVICES:** Lessees shall, at Lessees' sole expense, maintain the Leased Premises and all Improvements as required by Section 4.2 above. Lessor shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning, or water, or to make any repairs to the Leased Premises or Improvements, and Lessees hereby assumes the sole responsibility for furnishing all services or facilities.

7.6 **DISPOSITION OF IMPROVEMENTS UPON EXPIRATION OF LEASE TERM:** Upon the expiration of the term of this Lease as such term may be extended or sooner terminated in accordance with this Lease, Lessees shall surrender the Improvements, together with the Leased Premises, to the Lessor. Ownership of the Improvements shall thereupon revert to Lessor; provided, however, that Lessor shall promptly pay to Lessees as consideration for the Improvements an amount equal to Lessor's Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee, including any charges that may have been added to the Lease Fee in accordance with this Lease.

## ARTICLE 8: Financing

8.1 **PERMITTED MORTGAGE:** Lessees may mortgage the Leased Premises only with the written consent of Lessor. In no event shall Lessor be liable under any note of the Lessees. Not less than thirty (30) days prior to the date on which Lessees (or prospective Lessees who have contracted to purchase

the Improvements) requests Lessor's consent to a mortgage to be effective, Lessees (or prospective Lessees) shall furnish to Lessor copies of every document to be executed in connection with the transaction represented by such mortgage. Lessor may choose to consent to any mortgage, and in so doing shall designate such mortgage as a "Permitted Mortgage". However, Lessor shall be required to consent to a mortgage only if (a) at the time such copies of documents are submitted and at the time proposed by Lessees (or prospective Lessee) for the execution of such documents, no default is then outstanding; and (b) the mortgage so submitted is a Standard Permitted Mortgage as defined in the attached Exhibit F: **PERMITTED MORTGAGES.** Lessees shall pay to Lessor at Lessor's option, as additional Lease Fee, all fees, costs and expenses, including, without limitation, reasonable attorney's fees incurred by Lessor in connection with any Permitted Mortgage.

8.2 **RIGHTS OF PERMITTED MORTGAGEE:** Any holder of a Permitted Mortgage ("Permitted Mortgagee") shall without requirement of consent by the Lessor have the rights identified and defined in the attached Exhibit E: **PERMITTED MORTGAGES.**

8.3 **REMOVAL OF CERTAIN PROVISIONS PURSUANT TO FORECLOSURE:** In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee, the provisions of Article 10, Sections 10.1 through 10.12 shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8.4 **LESSOR'S RIGHT TO PROCEEDS IN EXCESS OF PURCHASE OPTION PRICE:** The parties recognize that it would be contrary to the fundamental concept of this agreement and an incentive to abuse Lessees' authorization to encumber its leasehold interest with a Permitted Mortgage if Lessees could realize more than the Purchase Option Price as the result of any foreclosure of any mortgage. Accordingly, Lessees hereby irrevocably assigns to Lessor any and all net proceeds of sale of the Improvements remaining after payment of costs of foreclosure and satisfaction of the lien of any Permitted Mortgagee which would otherwise have been payable to Lessees, to the extent such net proceeds exceed the net proceeds that Lessees would have received had the property been sold for the Purchase Option Price established in Article 10 of this Lease and authorizes and instructs the Permitted Mortgagee, or any party conducting any sale, to pay the amount of said excess proceeds directly to Lessor. In the event that, for any reason, such excess proceeds are paid to Lessees, Lessees hereby agrees to promptly pay the amount of such excess proceeds to Lessor.

8.5 **AMENDMENTS SUBJECT TO APPROVAL BY PERMITTED MORTGAGEE:** Any amendments to this Lease shall be subject to the written approval of Permitted Mortgagee, which approval shall not be unreasonably withheld or delayed. The passage of thirty (30) days after submittal to Permitted Mortgagee of a proposed amendment without approval or disapproval by Permitted Mortgagee shall be deemed approval thereof.

## ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 **LESSEES' LIABILITY:** Lessees assumes sole responsibility and liability to all persons and authorities related to its possession, occupancy and use of the Leased Premises.

9.2 **INDEMNIFICATION OF LESSOR:** Lessees shall defend, indemnify and hold Lessor harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Premises. Lessees waives all claims against Lessor for such injury or damage. However, Lessor shall remain liable (and Lessees shall not indemnify and defend Lessor against such liability or waive such claims of liability) for injury or damage due to the grossly negligent or intentional acts or omissions of Lessor or Lessor's agents or employees.

9.3 **PAYMENT BY LESSOR.** In the event the Lessor pays any sum that is the Lessees' responsibility or liability, the Lessees shall reimburse the Lessor for such payment and for reasonable expenses caused thereby. Any such amounts paid by Lessor shall be deemed to be an additional Lease Fee payable by Lessees upon demand.

9.4 **INSURANCE:** Lessees shall, at Lessees' sole expense, keep all Improvements continuously insured against loss or damage by fire and the extended coverage hazards for the full replacement value of such Improvements. Lessees' insurance shall at all times comply with any applicable declarations, easements, or other restrictions affecting the Leased Premises.

Lessees shall, at Lessees' sole expense, maintain continuously in effect liability insurance covering the Leased Premises and Improvements in the amounts of not less than Two Hundred Fifty Thousand and 00/100 Dollars ($250,000) for public liability insurance; and **FULL INSURABLE VALUE OF THE IMPROVEMENTS AND THE LEASED PREMISES** for the property damage. The dollar amounts of this coverage shall be adjusted at two-year intervals, beginning on the date this Lease is signed, or upon Lessor's demand given not more often than annually, upon 30-days' notice to Lessees. This adjustment shall be equal to the percentage of change (positive or negative), over the period in question, of the Consumer Price Index for urban wage earners and clerical workers for the urban area in which the Leased Premises are located, or, if none, for urban areas the size of the City or such other index as reasonably measures adjustments in coverage amounts for the applicable type of insurance. Such index is maintained by the Office of Prices and Living Conditions of the Bureau of Labor Statistics, of the U. S. Department of Labor. Such insurance shall specifically insure Lessees against all liability assumed under this Lease, as well as all liability imposed by law, and shall also insure Lessor as an additional insured so as to create the same liability on the part of insurer as though separate policies had been written for Lessor and Lessees.

Lessees shall provide Lessor with copies of all policies and renewals of policies. All policies shall also contain endorsements providing that they shall not be cancelled, reduced in amount or coverage or otherwise modified by the insurance carrier involved without at least thirty (30) days' prior written notice to Lessor. Lessor shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance.

9.5 **DAMAGE OR DESTRUCTION:** Except as provided below, in the event of fire or other damage to the Improvements, Lessees shall take all steps necessary to ensure the repair of such damage and the restoration of the Improvements to their condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. Lessees shall also promptly take all steps necessary to ensure that the Leased Premises are safe and that the damaged Improvements do not constitute a danger to persons or property.

If Lessee, using reasonable judgment and relying on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than eighty percent (80%) of the cost of repair and restoration (provided Lessees have fulfilled all the hazard insurance requirements set forth in Section 9.4 above), then Lessees may terminate this Lease by written notice to Lessor given not later than sixty (60) days after the event that caused the damage. However, such termination shall not be effective until forty-five (45) days after the date upon which the notice is received by Lessor. During this 45-day period, Lessor may seek an adjustment from the insurer so as to increase the available insurance proceeds to an amount covering at least 80 percent of the cost of repair and restoration. If successful in securing such adjustment, Lessor may render Lessees' termination notice null and void by written notice to Lessees within such 45-day period. If Lessor fails to nullify the termination notice in this way, then this Lease shall terminate at the expiration of the 45-day period and any insurance proceeds payable to Lessees on account of such damage shall be paid as provided below.

The insurance proceeds shall be paid first to cover any expenses of collecting the proceeds. Remaining proceeds shall be paid to the Lessees (or its Permitted Mortgagee to the extent required by the Permitted Mortgage) up to the then applicable Lessor's Purchase Option Price (as of immediately prior to the damage) calculated according to the provisions of Article 10 below. The balance of such proceeds, if any,
shall be paid to Lessor.

9.6 **EMINENT DOMAIN AND PUBLIC DEDICATION:** In the event of a taking of the Leased Premises, either in its entirety or to such extent that the Improvements are lost or damaged beyond repair, by reason of eminent domain or other action of public authority prior to the expiration of this Lease, the Lease shall terminate as of the date Lessees is required to give up possession of the Leased Premises or Improvements, and the entire amount of any award(s) paid shall be allocated in the way described in Section 9.5 above for insurance proceeds.

In the event of a taking of a portion of the Leased Premises that does not result in damage to the Improvements or substantial reduction in the usefulness or desirability of the Improvements for residential purposes, then any monetary compensation for such taking shall be allocated entirely to Lessor.

In the event of a taking of a portion of the Leased Premises that results in damage to the Improvements only to such an extent that the Improvements can reasonably be restored to a residential use consistent with this Lease, the Lessor may in its discretion allocate some or all the monetary compensation to enable Lessees to accomplish such a restoration. Any balance remaining after or in the absence of such allocation shall be allocated as provided above for a taking of the entire Leased Premises.

Any and all proceedings brought by a party in connection with any damages as a result of any taking referred to in this Section shall be conducted at the sole expense of such party. If any provision of law requires that such proceedings be brought by or in the name of any owner or Lessees of the premises, such party shall join in such proceedings or permit the same to be brought in its name. Each party agrees to do all acts and to execute all documents that may be required to enable the other to maintain such proceedings. If the party required to join in the proceedings incurs any cost or expense in doing so, such party shall be entitled to reasonable reimbursement and this entitlement shall constitute a first charge against any award.

9.7 **REASSESSMENT OF RENTAL VALUE:** In the event of any taking that reduces the size of the Leased Premises but does not result in the termination of the Lease, Lessor shall reassess the fair rental value of the remaining Premises and shall adjust the Lease Fee, if necessary, to ensure that the monthly fee does not exceed the monthly fair rental value of the premises for use as restricted by the Lease.

9.8 **RELOCATION OF LESSEE:** In the event of a termination of this Lease as a result of damage, destruction or taking, Lessor shall take reasonable steps to grant Lessees a leasehold interest, similar to the interest created by this Lease, in another tract that it owns, if such other tract can reasonably be made available. In accepting such a leasehold interest, Lessees agrees to contribute any proceeds or award received by Lessees to purchase or develop Improvements on such tract. Lessor's failure to supply such a leasehold interest shall not give rise to any cause of action by Lessees against Lessor.

## ARTICLE 10: Transfer, Sale or Disposition of Improvements

10.1 **INTENT:** It is the understanding of the parties that the terms of this Lease, and in particular of this Article 10, are intended to preserve the affordability of the Improvements for lower-income households and expand access to homeownership opportunities for such households.

10.2 **TRANSFERS TO INCOME-QUALIFIED PERSONS:** Lessees may transfer its interest in the Leased Premises or the Improvements only to Lessor or an Income-qualified Person as defined below or otherwise only as explicitly permitted by the provisions of this Article 10. All such transfers shall be subject to Lessor's review and purchase option rights set forth in this Article 10. Any purported transfer done without following the procedures set forth below, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void.

"Income-qualified person" shall mean a person or group of persons whose household income does not exceed eighty percent (80%) of the median household income for the applicable Standard Metropolitan Statistical Area or County as calculated and adjusted for household size from time to time by the U. S. Department of Housing and Urban Development (HUD) or any successor.

10.3 **TRANSFER TO LESSEES' HEIRS:** Upon receipt of a notice from the executor of the decedent's estate given within ninety (90) days of the death of Lessees (or the last surviving co-owner of the Improvements), Lessor shall, unless for good cause shown, consent to a transfer of the Improvements and an assumption of this Lease to and by one or more of the possible heirs of Lessees listed below as "a", "b", or "c", provided that a Letter of Stipulation and a Letter of Acknowledgement of legal counsel (similar to those described in Article 1 of this Lease), setting forth the heirs' review, understanding and acceptance of the terms of the Lease, are submitted to Lessor to be attached to the Lease when it is transferred to the heirs.

A. The spouse of the Lessee; or

B. The child or children of the Lessees; or

C. Member(s) of the Lessees' household who have resided upon the Leased Premises for at least one year immediately prior to Lessees' death.

Any heirs, legatees or devisees of Lessees must, in addition to submitting Letters of Stipulation and Acknowledgement as provided above, demonstrate to Lessor's reasonable satisfaction that they are Income-qualified Persons as defined above, or, if unable to do so, shall not be entitled to possession of the Leased Premises but must transfer the Leased Premises in accordance with the provisions of this Article 10.

10.4 **LESSEES' NOTICE OF INTENT TO SELL:** In the event that Lessees wish to assign its interest in the Leased Premises and sell the Improvements, Lessees shall notify Lessor, in writing, of such wish ("the Intent-To-Sell Notice"). The Intent-To-Sell Notice shall include a statement as to whether Lessees wish to recommend a prospective buyer as of the date of the Intent-To-Sell Notice.

10.5 **APPRAISAL:** No later than ten (10) days after Lessor's receipt of Lessees' Intent-To-Sell Notice, a market valuation of the Leased Premises and the Improvements ("the Appraisal") shall be commissioned to be performed by a mutually acceptable and duly licensed appraiser. Lessor shall commission and pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to Land and Improvements were held in fee simple absolute, disregarding the restrictions of this Lease on the use of the Land and the transfer of the Improvements. The Appraisal shall state the values contributed by the Land and by the Improvements as separate amounts. Copies of the Appraisal are to be provided to both Lessor and Lessees. If the Lessees chooses not to sell within three (3) months of the first Appraisal's effective date, any costs for additional Appraisals will be the responsibility of the Lessees.

10.6 **LESSOR'S PURCHASE OPTION:** Upon receipt of an Intent-To-Sell Notice from Lessees, Lessor shall have the option to purchase the Improvements ("the Purchase Option") at the Purchase Option Price calculated as set forth below.

The Purchase Option is designed to further the purpose of preserving the affordability of the Improvements for succeeding Income-qualified Persons while taking fair account of the investment by the Lessee.

If Lessor elects to purchase the Improvements, Lessor shall exercise the Purchase Option by notifying Lessees, in writing, of such election ("the Notice of Exercise of Option") within forty-five (45) days of the receipt of the Appraisal, or the Option shall expire. Having given such notice, Lessor may either proceed to exercise the Purchase Option directly by purchasing the Improvements, or may assign the Purchase Option to an Income-qualified Person.

The purchase (by Lessor or Lessor's assignee) must be completed within sixty (60) days of Lessor's Notice of Exercise of Option, or Lessees may sell the Improvements as provided in Section 10.7 below. The time permitted for the completion of the purchase may be extended by mutual agreement of Lessor and Lessee.

Lessees may recommend to Lessor a prospective buyer who is an Income-qualified Person and is prepared to submit Letters of Stipulation and Acknowledgement indicating informed acceptance of the terms of this Lease. Lessor shall make reasonable efforts to arrange for the assignment of the Purchase Option to such person, unless Lessor determines that its charitable mission is better served by retention of the Improvements for another purpose or transfer of the Improvements to another party.

At the time of sale, Lessees shall be required to satisfy any Permitted Mortgages or other monetary liens against the Improvements.

10.7 **IF PURCHASE OPTION EXPIRES:** If the Purchase Option has expired or if Lessor has failed to complete the purchase within the 60-day period allowed by Section 10.6 above, Lessees may sell the Improvements and assign the Lease to any Income-qualified Person, for not more than the then applicable Purchase Option Price. If, six months after the expiration of the Purchase Option or the expiration of said 60-day period, the Improvements still have not been sold, Lessees may sell the Improvements and assign the Lease for not more than the then applicable Purchase Option Price, to any party regardless of whether that party is an Income-qualified Person.

10.8 **LESSOR'S POWER OF ATTORNEY TO CONDUCT SALE:** In the event Lessor does not exercise its option and complete the purchase of the Improvements as set forth above, and Lessees (a) is not then residing in the Improvements and (b) continues to hold the Improvements out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one (1) year of the giving of the Intent to Sell Notice, Lessees do hereby appoint Lessor its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the goals set forth in this Lease, sell the property, and distribute proceeds of sale, minus Lessor's costs of sale and reletting and any other sums owed Lessor by Lessee.

10.9 **PURCHASE OPTION PRICE:** In no event may the Improvements be sold for a price that exceeds the Purchase Option Price. The Purchase Option Price shall be the lesser of (a) the value of the Improvements as determined by the Appraisal commissioned and conducted as provided in Section 10.5 above, or (b) the price calculated in accordance with the formula described below ("the Formula Price").

10.10 **CALCULATION OF THE FORMULA PRICE:** The Formula Price shall be equal to Lessees' Purchase Price, as stated below, plus 25% of the Increase in Market Value of the Land and Improvements, if any, calculated in the way described below.

- *Lessees' Purchase Price:* The parties agree that the Lessees' Purchase Price for the Improvements existing on the Leased Premises as of the commencement of the term of this Lease is $_____.

- *Initial Appraisal Value:* The parties agree that the appraised value of the Improvements and the Land at the time of Lessees' purchase ("the Initial Appraised Value") is $_____, as documented by the appraiser's report attached to this Lease as the Exhibit G: **INITIAL APPRAISAL.**

- *Increase in Market Value:* The Increase in Market Value of the Improvements and the Land equals the appraised value of the Improvements and the Land at time of sale, calculated according to Section 10.5 above, minus the Initial Appraised Value.

- *Lessees' Share of Increase in Market Value:* Lessees' share of the Increase in the Market Value of the Land and Improvements equals twenty-five percent (25%) of the Increase in Market Value as calculated above.

- *Summary of Formula Price:* The Formula Price equals Lessees' Purchase Price plus Lessees' Share of Increase in Market Value.

10.11 **HYPOTHETICAL EXAMPLE CALCULATIONS OF PURCHASE OPTION PRICE:** ******PLEASE NOTE THE FIGURES USED BELOW ARE HYPOTHETICAL ONLY AND NOT SPECIFIC TO THIS GROUND LEASE.******

***Example No. 1:***

- Lessees' Purchase Price: **$250,000**
- Initial Appraisal Value (the Improvements and the Land): **$300,000**
- Appraised value of the Improvements and the Land at the time of sale calculated per Section 10.5 above: $325,000 Improvements + $75,000 Land = **$400,000**
- Increase in Market Value: $400,000 - $300,000 = **$100,000**
- Lessees' Share of Increase in Market Value: 25% x $100,000 = **$25,000**
- Formula Purchase Price: $250,000 + $25,000 = **$275,000**
- Purchase Option Price: **$275,000** because the Formula Purchase Price ($275,000) is [illegible]

***Example No. 2:***

- Lessees' Purchase Price: **$250,000**
- Initial Appraisal Value (the Improvements and the Land): **$300,000**
- Appraised value of the Improvements and the Land at the time of sale calculated per Section 10.5 above: $240,000 Improvements + $35,000 Land = **$275,000**
- Increase in Market Value: **$0**
- Lessees' Share of Increase in Market Value: 25% x $0 = **$0**
- Formula Purchase Price: $0 + $250,000 = **$250,000**
- Purchase Option Price: **$240,000** because the value of the Improvements as determined by the Appraisal obtained per Section 10.5 above ($240,000) is less than the Formula Purchase Price ($250,000)

10.12 **QUALIFIED PURCHASER'S CHOICE OF NEW LEASE OR ASSIGNMENT OF EXISTING LEASE:** An Income-qualified Person who purchases the Improvements in accordance with the provisions of this Article 10 shall have the option of receiving either an assignment of this Lease from Lessees, with the approval of Lessor, or a new Lease from Lessor, which new Lease shall be substantially the same as this Lease in the rights, benefits and obligations assigned to Lessees and Lessor.

## ARTICLE 11: Assignment and Sublease

Except as otherwise provided in Article 8 (including the Exhibit E: **PERMITTED MORTGAGES**) and Article 10, Lessees shall not assign, sublease, sell or otherwise convey any of Lessees' rights under this Lease without the prior written consent of the Lessor. Lessees agree that Lessor shall have broad and full discretion to withhold such consent in order to further the mutual purposes and goals set forth in this Lease. If permission is granted, any assignment or sublease shall be subject to the following conditions. Any such assignment or sublease shall be subject to all the terms of this Lease.

In the case of a sublease, the rental or occupancy fee charged the sublessee shall not be more than that amount charged the Lessees by the Lessor, plus an amount approved by Lessor to cover costs to Lessees for the Improvements.

In the case of an assignment, the total consideration for such assignment and the related sale or transfer of the Improvements shall not exceed the Purchase Option Price as calculated in accordance with Article 10 above.

Notwithstanding anything to the contrary, no sublease shall be permitted if such sublease is restricted by any applicable homeowners' association regulations for which the Leased Premises is subject to.

## ARTICLE 12: Default

12.1 **MONETARY DEFAULT BY LESSEE:** It shall be an event of default if Lessees fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by Lessees or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by Lessor to Lessees and Permitted Mortgagee. However, if Lessees shall make a good faith partial payment of at least two-thirds (2/3) of the amount owed during such initial 30-day period, then such period shall be extended one additional 30-day period.

12.2 **NON-MONETARY DEFAULT BY LESSEE:** It shall be an event of default if Lessees fails to abide by any other material term or condition in this Lease, and such failure is not cured by Lessees or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by Lessor to Lessees and Permitted Mortgagee. However, in the case where the Lessees or Permitted Mortgagee has commenced to cure such default within such 60-day period and is continuing such cure with all due diligence but cannot by the exercise of due diligence cure such default within such period, such period shall be extended for such additional period as may be reasonably required under the circumstances to complete such cure.

12.3 **DEFAULT BY LESSEES RESULTING FROM JUDICIAL PROCESS:** It shall be an event of default if the estate hereby created is taken on execution or by other process of law, or if Lessees is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property

of Lessees for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of Lessees' property by a court of competent jurisdiction, or if a petition is filed for reorganization of Lessees under any provisions of the Bankruptcy act now or hereafter enacted, or if Lessees files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

12.4 **TERMINATION:** In the case of any of the events of default described above, Lessor may terminate this Lease and initiate summary proceedings against Lessees. Pursuant to such proceedings, without demand or notice, Lessor may enter any part of the Leased Premises and repossess the entire Leased Premises, and expel Lessees and those claiming rights through Lessees and remove their effects without being guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. If this Lease is terminated by Lessor, or if Lessor re-enters the Leased Premises pursuant to an Event of Default, the Lessees agrees to pay and be liable for any unpaid Lease Fee, damages which may be due or sustained prior to or in connection with such termination or re-entry, and all reasonable costs, fees and expenses (including, without limitation, reasonable attorney's fees) incurred by Lessor in pursuit of its remedies under this Lease. The provisions of Section 7.6 regarding termination shall apply in the event of any termination of this Lease.

If Lessor elects to terminate the Lease, then the Permitted Mortgage shall have the right (subject to Article 8 above) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire Lessees' interest in the Leased Premises by foreclosure of its mortgage or otherwise.

12.5 **DEFAULT BY LESSOR:** Lessor shall in no event be in default in the performance of any of its obligations under the Lease unless and until Lessor has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Lessees to Lessor properly specifying Lessor's failure to perform any such obligation.

## ARTICLE 13: Arbitration

13.1 **ARBITRATION PROCESS:** Should any grievance or dispute arise between Lessor and Lessees concerning the terms of this Lease that cannot be resolved by normal interaction, the following arbitration procedure shall be used.

Lessor and Lessees shall give written notice to the other of its selection of a disinterested arbitrator. Within fifteen (15) days of the receipt of this written notice, the other party may give written notice to the first party appointing a disinterested arbitrator of its own choice. These two arbitrators shall select a third arbitrator. If the other party fails to name an arbitrator within fifteen (15) days of receiving the notice from the first party, the arbitrator selected by the first party shall be the sole arbitrator.

The arbitrator or arbitrators shall hold a hearing within thirty (30) days after the initial written notice by the initiator of the arbitration process. At the hearing, Lessor and Lessees shall have an opportunity to present evidence and question witnesses in the presence of each other. As soon as reasonably possible, and in no event later than fifteen (15) days after the hearing, the arbitration panel shall make a written report to the Lessor and Lessees of its findings and decisions, including a personal statement by each arbitrator of his/her decision and the reasons for it. The arbitrators shall decide the dispute or claim in accordance with the substantive law of the jurisdiction and what is just and equitable under the circumstances. The decisions and awards of the majority of the arbitration panel shall be binding and final.

## ARTICLE 14: General Provisions

14.1 **NOTICES:** Whenever this requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to Lessor: Carver County CLT 705 North Walnut St
Chaska, Minnesota 55318

If to Lessees:

All notices, demands and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

14.2 **NO BROKERAGE:** Lessees warrant that it has not dealt with any broker other than (O) in connection with the consummation of this Lease, and in the event any claim is made against Lessor relative to dealings with brokers other than (O), Lessees shall defend the claim against Lessor with counsel of Lessor's selection and save harmless and indemnify Lessor on account of loss, cost or damage which may arise by reason of any such claim.

14.3 **SEVERABILITY AND DURATION OF:** If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Lessees or Lessor against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that their respective options to purchase and all other rights under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and such options and other rights shall be considered to be coupled with an interest.

14.4 **RIGHT OF FIRST REFUSAL IN LIEU OF OPTION:** If the provisions of the Purchase Option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, Lessor shall nevertheless have a right of first refusal to purchase the Improvements at the highest documented bona fide purchase price offer made to Lessee. Such right shall be as specified in the Exhibit C: **FIRST REFUSAL.** Any sale or transfer contrary to this Section, when applicable, shall be null and void.

14.5 **WAIVER:** The waiver by Lessor at any given time of any term or condition of this Lease, or the failure of Lessor to take action with respect to any breach of any such term or condition, shall not be deemed to be a waiver of such term or condition with regard to any subsequent breach of such term or condition, or of any other term or condition of the Lease. Lessor may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by Lessor before being effective.

The subsequent acceptance of Lease Fee payments by Lessor shall not be deemed to be a waiver of any preceding breach by Lessees of any term or condition of this Lease, other than the failure of the Lessees to pay the particular Lease Fee so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

14.6 **LESSOR'S RIGHT TO PROSECUTE OR DEFEND:** Lessor shall have the right, but shall be under no obligation, to prosecute or defend, in its own or the Lessees' name, any actions or proceedings appropriate to the protection of its title to, and Lessees' interest in, the Leased Premises.

Whenever requested by Lessor, Lessees shall give Lessor all reasonable aid in any such action or proceeding.

14.7 **CONSTRUCTION:** Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

14.8 **CAPTIONS AND TABLE OF CONTENTS:** The captions and table of contents appearing in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

14.9 **PARTIES BOUND:** This Lease sets forth the entire agreement between Lessor and Lessees with respect to the leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by Lessor and Lessees or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

14.10 **GOVERNING LAW:** This Lease shall be interpreted in accordance with and governed by the laws of Minnesota. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Lessor or Lessees.

14.11 **RECORDING:** The parties agree, as an alternative to the recordation of this Lease, to execute a so-called Notice of Lease or Short Form Lease in form recordable and complying with applicable law and reasonably satisfactory to Lessor's attorneys. In no event shall such document set forth the rent or other charges payable by Lessees under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease.

14.12 **INCORPORATION:** The RECITALS contained in this Lease are hereby incorporated as a material part of this Lease with the same force and effect as if restated in full herein.

*[Remainder intentionally left blank. Signature page follows.]*

**IN WITNESS WHEREOF,** the parties have executed this Lease on the day and year first above written.

**LESSOR:**

**CARVER COUNTY COMMUNITY LAND TRUST**

By:_____
Its:
Name:

**LESSEES:**

By:_____

By:_____

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

The foregoing Lease was acknowledged before me this day of , 2021, by _____, the _____, of the Carver County Community Land Trust, a program of the Carver County Community Development Agency, a public body corporate and politic, organized under the laws of the State of Minnesota, on behalf of the Carver County Community Land Trust.

_____
Notary Public

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

The foregoing Lease was acknowledged before me this day , 2021, by _____.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Carver County Community Land Trust
705 North Walnut Street
Chaska, MN 55318

**EXHIBIT A**

**EXHIBIT A: LETTERS OF STIPULATION AND ACKNOWLEDGEMENT**

Letter of Stipulation

To: Carver County Community Land Trust ("the CCCLT")
Date: _____ , 20__

This letter is given to the CCCLT to become an Exhibit to a Lease between the CCCLT and me. I will be leasing a parcel of land from the CCCLT and will be buying the home that sits on that parcel of land. I will, therefore, become what is described here as a "CCCLT homeowner".

My legal counsel, _____ has explained to me the terms and conditions of the Lease and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as a CCCLT homeowner, now and in the future.

In particular, I understand and agree with the following points:

- One of the goals of the CCCLT is to keep CCCLT homes affordable for lower-income households from one CCCLT homeowner to the next. I support this goal as a CCCLT homeowner and as a member of the CCCLT.

- The terms and conditions of my Lease will keep my home affordable for future "income-qualified persons" (as defined in the Lease). If and when I want to sell my home, the Lease requires that I sell it either to the CCCLT or to another income-qualified person. The terms and conditions of the Lease also limit the price for which I can sell the home in order to keep it affordable for such income-qualified persons.

- It is also a goal of the CCCLT to promote resident ownership of CCCLT homes. For this reason, my Lease requires that if I and my family move out of our home permanently, we must sell it. We cannot continue to own it as absentee owners.

- I understand that I can leave my home to my child or children or other members of my household and that, after my death, they can own the home for as long as they want to live in it and abide by the terms of the Lease, or they can sell it on the terms permitted by the Lease.

- As a CCCLT homeowner and a member of the CCCLT, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to me and others.

Sincerely,

_____ _____

CCCLT Homeowner CCCLT Homeowner

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER )

The foregoing Lease was acknowledged before me this ____ day of _____20___, by _____ and _____, _____.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Carver County Community Land Trust
705 Walnut Street
Chaska, MN 5318

**EXHIBIT B**
**PREMISES**

**EXHIBIT C**
**FIRST REFUSAL**

In the event that ownership of the land comprising the Leased Premises ("the Land") is conveyed or transferred (whether voluntarily or involuntarily) by Lessor to any other person or entity, this Lease shall not cease, but shall remain binding and unaffected. However, in the event Lessor desires or attempts to convey the Land to any person or entity other than a non-profit corporation, charitable trust, governmental agency or other similar entity sharing the goals described in the Recitals above (or as security for a mortgage loan), the Lessee shall have the right of first refusal to purchase the Land.

**EXHIBIT D**
**DEED (IMPROVEMENTS)**

**EXHIBIT E**
**DEED (LAND)**

**EXHIBIT F**
**PERMITTED MORTGAGES**

**EXHIBIT G**
**INITIAL APPRAISAL**

**Exhibit F**

Form of Limited Tax Increment Revenue Note

No. R-_____ $[_____]

**UNITED STATES OF AMERICA**
**STATE OF MINNESOTA**
**CITY OF CHASKA**

**LIMITED REVENUE TAXABLE TAX INCREMENT NOTE NO. [__]**
(Ernst House Redevelopment Project)

**PRINCIPAL AMOUNT: $** **INTEREST RATE: ____%**

The City of Chaska, Minnesota (the "City") for value received, promises to pay, but solely from the source, to the extent and in the manner hereinafter provided, to Carver County Community Development Agency, or its registered assigns (the "Owner"), the principal sum of [_____ dollars] ($[_____]), in semi-annual installments payable on August 1, 20__, and on each February 1 and August 1 thereafter up to and including February 1, 20__ (each being a "Scheduled Payment Date"), together with interest on the outstanding and unpaid principal balance of this Limited Tax Increment Revenue Note (Ernst House Redevelopment Project) (this "Note") at the rate of four percent (4%) per annum. Installment payments shall be applied first to interest and then to a reduction of outstanding principal. Interest on the outstanding balance of this Note shall accrue from the date hereof as simple, non-compounding interest. Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at the postal address within the United States designated from time to time by the Owner.

This Note is subject to prepayment on any Scheduled Payment Date at the option of the City, in whole or in part, upon payment to the Owner of the principal amount of the Note to be prepaid, without premium or penalty.

This Note is a special and limited obligation and not a general obligation of the City, which has been issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including M.S., Sections 469.174 through 469.1794. This Note is issued pursuant to the provisions of that certain Purchase and Redevelopment Agreement, dated as of _____, 202___, as the same may be amended from time to time (the "Redevelopment Agreement"), between the City and Carver County Community Development Agency (the "Developer").

THIS NOTE IS NOT PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN PLEDGED TAX INCREMENT, AS DEFINED BELOW.

The Note Payment Amounts due hereon shall be payable solely from a portion of the tax increments calculated annually, less the City's administrative fee of five percent (5%) from the Development Property within the City's Tax Increment Financing (Redevelopment) District No. 22 (the "TIF District") within its Redevelopment Project Area No. 4, which are paid to the City and which the City is entitled to retain pursuant to the provisions of M.S., Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Available Tax Increment"). Any increment remaining after retaining the percentage noted above for the City's administrative fee and the payment of the Note Payment Amounts due shall be retained by the City. The City makes no representation or covenant, express or implied, that

the Available Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City shall pay to the Owner on each Scheduled Payment Date all Available Tax Increment on that date to the extent necessary to pay principal and interest then due and any past due installment. To the extent that the City is unable to pay the total principal and interest due on this Note at or prior to the February 1, 20__, maturity date hereof as a result of its having received as of such date insufficient Available Tax Increment, such failure shall not constitute a default under this Note and the City shall have no further obligation hereon.

This Note shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability hereon or be deemed to have obligated itself to pay hereon from any funds except the Available Tax Increment, and then only to the extent and in the manner herein specified.

The Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the City or of any other public body, and neither the City nor any council member, officer, employee or agent of the City, nor any person executing or registering this Note shall be personally liable hereon by reason of the issuance or registration hereof or otherwise. The Owner may assign its rights hereunder, with notice thereof provided to City, in accordance with the associated TIF Agreement.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

**IN WITNESS WHEREOF**, the City of Chaska has caused this Note to be executed by the manual signatures of the Mayor and the City Administrator and has caused this Note to be dated as of _____, 20__.

| | |
|---|---|
| _____ | _____ |
| Mayor | City Administrator |

**Exhibit G**

Form of Project Funding Certificate

**Project Funding Certificate**
(Ernst House Redevelopment Project)

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY ("Developer") has entered into that certain Purchase and Redevelopment Agreement with the CITY OF CHASKA, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the "City"), and the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHASKA, MINNESOTA, a body corporate and politic of the State of Minnesota (the "EDA"), dated effective as of _____, 202___ (the "Redevelopment Agreement").

Developer hereby certifies to the City and the EDA, pursuant to Section 5.1 of the Redevelopment Agreement, that (i) **Exhibit 1** attached hereto contains an updated Sources and Uses Budget for the Project that is true and correct as of the date hereof, (ii) that all funding sources identified on said **Exhibit 1** have been fully committed and available to Developer for the construction of the Project and (iii) such funds are in a sufficient amount to fully fund acquisition of the Development Property and construction of the Project as required by the Redevelopment Agreement.

Dated: _____

**DEVELOPER:**

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY

By: _____
_____

By: _____
_____

Exhibit 1
to
Project Funding Certificate
(Ernst House Redevelopment Project)

| **SOURCE** | **AMOUNT** |
|---|---|

**Exhibit H**

Form of Trust Fund Grant Agreement

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made this _____, 20____ (the "Effective Date"), by and between CITY OF CHASKA, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the "City"), and CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY (the "Grantee").

Recitals:

A. Grantee has proposed an affordable housing redevelopment project (the "Project") on that certain real property located at 211 Walnut Street and 217 Walnut Street in the City (the "Development Property"), which Project consisted of (i) the rehabilitation of that certain existing historical structure located on that portion of the Development Property having an address of 211 Walnut Street and known as the "Ernst House" to create a new single-family housing unit (the "Ernst House") and (ii) the construction of three (3) new single-family townhome housing units on that portion of the Development Property having an address of 217 Walnut Street (the "Residential Units").

B. Grantee, the City, and the Economic Development Authority of the City of Chaska, Minnesota, a body corporate and politic of the State of Minnesota (the "EDA") have entered into that certain Purchase and Redevelopment Agreement dated December ___, 2021 (as may be amended from time to time, the "Redevelopment Agreement"), pursuant to which (i) the EDA sold the Development Property to Grantee for the development and construction of the Project and (ii) the City and the EDA agreed to provide certain financial assistance to Grantee to support the construction of the Project and development of new affordable housing therein.

C. In accordance with the Redevelopment Agreement, as part of such financial assistance, the City has agreed a provide certain grant funding to Grantee from the City's Housing Trust Fund (the "Grant")in the original principal amount of up to **$[300,000.00]** ("Maximum Grant Amount") to reimburse Grantee for Qualified Costs.

NOW, THEREFORE, to induce the City to make the Grant to Grantee, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Definitions. The foregoing Recitals are true and correct statements of fact and are incorporated into this Agreement by this reference, including the definitions set forth therein. Each capitalized term used herein and the Recitals, unless otherwise defined herein, shall have the meaning ascribed to such term in the Redevelopment Agreement.

2. Term of this Agreement. This Agreement shall take effect on the Effective Date, and shall expire the date that is **26th** anniversary of the Effective Date (the "Termination Date"), unless earlier terminated or rescinded in accordance with the terms hereof.

3. The Grant. Subject to and upon the terms and conditions of this Agreement, the City agrees to make the Grant to Grantee in an amount not to exceed the Maximum Grant Amount, which Grant shall be disbursed pursuant to this Agreement. If the actual total Project costs reflected in the Disbursement Request (defined below) are less than such total Project costs initially reflected in the Project Funding

Certificate, thereby creating a Project funding surplus (the "Funding Surplus"), then such Funding Surplus shall be applied to reduce the Maximum Grant Amount hereunder. In consideration of the Grant, Grantee agrees to perform all of its obligations under this Agreement. Grantee's obligation to repay to the City the amount of the Grant disbursed hereunder shall cease and terminate on Termination Date provided that as of such date Grantee has fully completed performance of Grantee's obligations and agreements set forth in this Agreement. Grantee agrees that the Grant proceeds shall be used only for reimbursement of Qualified Costs as provided herein.

4. Conditions Precedent to Disbursement. The obligation of the City to disburse the Grant to Grantee, which shall be made one disbursement, shall be subject to satisfaction, or waiver in writing by the City, of all of the following conditions precedent:

(a) the Certificate of Completion has been issued for the Project in accordance with Redevelopment Agreement;

(b) Grantee has delivered to the City an instrument and disbursement request in form and substance reasonably acceptable to the City executed by Grantee (collectively, the "Disbursement Request") which:

(i) shows all costs and expenses of any kind actually paid or incurred in constructing the Project, the sources for funding such Project costs, and details any changes to the actual Project costs sources and uses from those described in the initial Project Funding Certificate, together with written evidence reasonably satisfactory to the City that such Project costs have been incurred for the Project and paid by Grantee;

(ii) requests disbursement of the Grant in an amount not to exceed the Maximum Grant Amount (as may be adjusted as provided herein) and specifies the amount and nature of the Qualified Costs to be reimbursed by the Grant;

(iii) includes a certified statement of Grantee that all Project costs have been paid to third parties unrelated to Grantee, or if any costs have been paid to third parties related to Grantee, that such costs do not exceed the reasonable and customary costs of services, labor or materials of comparable quality, dependability, availability and other pertinent criteria, together with written evidence reasonably satisfactory to the City of the payment by Grantee of such costs to be reimbursed (e.g., sworn construction statement and final mechanics' lien waivers); and

(iv) shall constitute a representation and warranty by Grantee to the City that all representations and warranties of Grantee set forth in this Agreement and the Redevelopment Agreement are true and correct as of the date of such Disbursement Request.

(c) Grantee shall not be in default under the terms of this Agreement, the Redevelopment Agreement, or any Project Approvals beyond any applicable cure period, and Grantee shall have provided to the City such evidence of compliance with all of the provisions of the same as the City may reasonably request.

5. Disbursement of Grant Proceeds. The City shall disburse the Grant to Grantee no later than 30 days after Grantee has satisfied the conditions precedent to disbursement set forth in Section 3 above, so long as the condition set forth in Section 3(c) remains true and correct as of the date of disbursement.

6. Representations and Warranties; Agreements. Grantee represents and warrants to the City and agrees that:

(a) Grantee is a local government agency created by the Minnesota Legislature and has power to enter into this Agreement and has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement.

(b) The execution and delivery of this Agreement, and the performance by Grantee of its obligations hereunder, do not and will not violate or conflict with any provision of law or any governing documents of Grantee and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon Grantee.

(c) The execution and delivery of this Agreement has been duly approved by all necessary action of Grantee, and this Agreement has in fact been duly executed and delivered by Grantee and constitutes its lawful and binding obligation, legally enforceable against it.

(d) Grantee warrants and agrees that it shall keep and maintain books, records, and other documents relating directly to the receipt and disbursements of Grant proceeds and compliance by Grantee with the terms and conditions of the this Agreement (collectively, the "Records"). Grantee agrees that any duly authorized representative of the City shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all Records.

(e) Grantee warrants that it has fully complied with all applicable state and federal laws pertaining to its business and will continue said compliance throughout the term of this Agreement. If at any time Grantee receives notice of noncompliance from any governmental entity, Grantee agrees to take any necessary action to comply with the state or federal law in question.

7. Restrictions on the Property. Grantee covenants and agrees that the use and ownership of the Development Property shall be made perpetually subject to the terms and conditions of the Carver County Community Land Trust (the "Land Trust"), such that the Development Property will be owned by the Land Trust for the purpose of preserving the affordability of housing units on the Development Property through the sale of the housing units and long-term leasing of the land under said housing units to households having incomes at or below **80%** of the Area Median Income for the Minneapolis-Saint Paul-Bloomington Metropolitan Statistical Area (including adjustments for household size) ("Qualified Households") or other persons and families of low and moderate income in compliance with M.S. Section 462A.31 and any successor statute, regulation, or law governing community land trusts in Minnesota (the "Land Trust Use"). Grantee shall otherwise cause the Development Property and Project to be in compliance with all of the conditions, covenants, restrictions and limitations imposed by this Agreement, the Redevelopment Agreement, and all applicable laws, ordinances and regulations.

8. Event of Default by Grantee. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events which occurs and continues for more than 15 days after written notice thereof to Grantee setting forth with specific particularity the default and the action required to cure or remedy the same (the "Default Notice"); provided, however, if a longer period is reasonably required to complete the cure, then the cure period shall be extended as may be reasonably required to complete the cure as soon as reasonably possible under the circumstances not to exceed 90 days and so long as Grantee is diligently and continuously attempting to cure such failure:

(a) Failure of Grantee to observe and perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder or under the Redevelopment Agreement.

(b) Failure of Grantee to pay any taxes on the Development Property prior to the same becoming delinquent.

(c) Any representation or warranty made by Grantee herein or in any document, instrument, or certificate given in connection with this Agreement, is materially false when made; or

(d) Filing of any voluntary petition in bankruptcy or similar proceedings by Grantee; general assignment for the benefit of creditors made by Grantee or admission in writing by Grantee of inability to pay its debts generally as they become due; or filing of any involuntary petition in bankruptcy or similar proceedings against Grantee which are not dismissed or stayed within 60 days.

9. The City's Remedies upon Grantee's Default.

(a) Remedies. Upon the occurrence of an Event of Default, the City may take any one or more of the following actions at any time prior to Grantee's curing or remedying the Event of Default:

(i) terminate this Agreement

(ii) suspend its performance under this Agreement;

(iii) demand, seek, and obtain repayment of the Grant proceeds from Grantee, plus interest thereon from the original date of disbursement of the Grant at the rate of 10% per annum, which amount shall be paid to the City within 10 days of written demand; and

(iv) take whatever action at law or in equity may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of Grantee under this Agreement; an

(v) exercise any remedies available at law and in equity to enforce performance of this Agreement, including a right to specific performance.

(b) No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to them, it shall not be necessary to give notice, other than such notice as may be required under this Agreement.

(c) Waivers. All waivers by any party to this Agreement shall be in writing. If any provision of this Agreement is breached by any party and thereafter waived by another party, such

waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

(d) Agreement to Pay Attorneys' Fees. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Grantee herein contained, Grantee agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

10. Indemnification. Grantee shall and does hereby agree to indemnify against and to hold the City, and its officers, agents, and employees, harmless of and from any and all liability, loss, or damage which it may or might incur by reason of or arising from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained herein. Should the City, or its officers, agents, or employees incur any such liability or be required to defend against any such claims or demands, or should a judgment be entered against the City, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall bear interest thereon at 10% per annum, shall be added to the Grant, and Grantee shall reimburse the City for the same immediately upon demand.

11. Insurance. Grantee shall obtain and continuously maintain insurance on the Project in the form and content required by the Redevelopment Agreement, and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect.

12. Assignment. This Agreement shall be binding upon Grantee and its successors and assigns and shall inure to the benefit of the City and its successors and assigns. All rights and powers specifically conferred upon the City may be transferred or delegated by the City to any of its successors and assigns. Except conveyances of the Development Property permitted under the Land Trust to Qualified Households made to in the ordinary course of business, Grantee has not made and will not make, or suffer to be made, any total or partial sale, assignment, conveyance, lease, or other transfer, with respect to this Agreement, the Project or Development Property or any part thereof or any interest therein (other than any Mortgage or Mortgages securing financing for the Project or other than any assignment of the payments to be made to Grantee under Section 5.6 of Redevelopment Agreement that is permitted under Section 5.6 of the Redevelopment Agreement), or any contract or agreement to do any of the same, without the prior written approval of the City, which shall not be unreasonably withheld or delayed.

13. Damage or Destruction. Subject to any mortgage requirements, upon any damage or destruction of the Project, or any portion thereof, by fire or other casualty, Grantee shall within 60 days after such damage or destruction, commence the process required to repair, reconstruct and restore the damaged or destroyed Project, or portion thereof, to substantially the same condition or utility value as existed prior to the event causing such damage or destruction and shall diligently pursue such repair, reconstruction and restoration.

14. Miscellaneous.

(a) Conflicts of Interest; City Representatives Not Individually Liable. No member, official, employee, or consultant or employee of a consultant of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, consultant or the consultant's employees or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, consultant or

consultant's employee, or employee of the City shall be personally liable to Grantee, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Grantee or successors or on any obligations under the terms of this Agreement. No member, official, consultant or consultant's employee, or employee of Grantee shall be personally liable to the City, or any successor in interest, in the event of any default or breach by Grantee or for any amount which may become due to the City on any obligations under the terms of this Agreement.

(b) Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

(c) Provisions Surviving Termination. The following section will survive any termination, rescission, or expiration of this Agreement with respect to or arising out of any event, occurrence, or circumstance existing prior to the date thereof: Section 9 [The City's Remedies upon Grantee's Default] to the extent of any Event of Default arising prior to such termination or expiration Section 10 [Indemnification]; Section 11 [Insurance]; Section 14(d) [Notices and Demands]; and Section 14(e) [Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury].

(d) Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to another party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

(i) in the case of Grantee, addressed to or delivered personally to:

Carver County Community Development Agency
705 N. Walnut Street
Chaska, MN 55318
Attention: Executive Director

(ii) in the case of the City, addressed or delivered personally to:

City of Chaska
500 4th Avenue NE
Chaska, MN 55912
Attention: City Administrator

with a copy to:

Jay R. Lindgren
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

Each party, by notice given hereunder to the other parties, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

(e) Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance

with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this Agreement shall be venued exclusively in Carver County District Court, state of Minnesota and shall not be removed therefrom to any other federal or state court. Grantee and the City hereby consent to personal jurisdiction and venue in the foregoing court. Grantee and the City hereby waive trial by jury for any litigation arising out of this Agreement.

(f) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(g) Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City and Grantee.

(h) Further Assurances and Corrective Instruments. The City and Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Development Property or the Project or for carrying out the expressed intention of this Agreement.

(i) City Approval. Unless the City Council determines otherwise in its discretion, whenever this Agreement provides for the consent or approval by the City, such approval shall be given by the City Administrator (or his/her designee), unless (A) this Agreement explicitly provides for approval by the City Council, (B) approval by the City Council is required by law or (C) the approval, in the opinion of the City Administrator would result in a material change in the terms of this Agreement.

(j) No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Agreement shall in any way affect or impair the City's immunity or the immunity of the City's employees, consultants and contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Agreement shall in any way affect or impair the limitations on the City's liability or the liability of the City's employees, consultants and independent contractors. By entering into this Agreement, the City does not waive any rights, protections, or limitations as provided under law and equity for the City, or of their respective employees, consultants and contractors.

(k) Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the items covered by this Agreement, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the items covered by this Agreement.

(l) Data Practices Act. Grantee acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Grantee with regard to the performance of its duties under this Agreement are subject to the requirements of Chapter 13, Minnesota Statutes.

(m) City a Regulatory Authority. Nothing in this Agreement shall be construed to limit or modify the City's regulatory authority.

(n) Time is of the Essence. Time is of the essence of this Agreement and each and every term and condition hereof; provided, however, that if any date herein set forth for the performance of any obligations by Grantee or the City or for the delivery of any instrument or

notice as herein provided should not be on a business day, the compliance with such obligations or delivery shall be deemed acceptable on the next following business day.

(o) Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement.

(p) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

(q) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature(s) on following page(s)]

IN WITNESS WHEREOF, the undersigned officers of the City and Grantee have executed this Grant Agreement as of the date and year first written above.

**CITY**:

CITY OF CHASKA, MINNESOTA

By: _____
Mayor

By: _____
City Administrator

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me on this ____ day of _____, 202___, by _____, the Mayor, and _____, the City Administrator, of the City of Chaska, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

**GRANTEE:**

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY

By: _____

_____

By: _____

_____

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me on this ____ day of _____, 202___, by _____, the _____, and _____, the _____, of the Carver County Community Development Agency, on behalf of the agency.

_____
Notary Public

**Exhibit I**

Form of Memorandum of Agreement

**Memorandum of Redevelopment Agreement**

This Memorandum of Redevelopment Agreement (this "Memorandum") is entered into as of _____ ___, 202___, by and among the CITY OF CHASKA, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the "City"), the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHASKA, MINNESOTA, a body corporate and politic of the State of Minnesota (the "EDA"), and CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY (the "Developer").

RECITALS:

A. The City, EDA, and Developer (collectively, the "Parties") have entered into a certain Purchase and Redevelopment Agreement dated as of _____, 202___ (as the same may be amended or supplemented from time to time, the "Redevelopment Agreement"), whereby the Parties have agreed to various aspects of the redevelopment of certain real property more particularly described on the attached Exhibit A, together with all improvements, tenements, easements, rights and appurtenances pertaining to such real property, lying and being in Carver County, Minnesota (the "Property").

B. The Parties wish to give notice of the existence of the Redevelopment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The above recitals are incorporated by reference as if fully set forth herein.

2. Capitalized terms, when not defined herein, shall have the meanings ascribed to them in the Redevelopment Agreement.

3. The Parties have entered into the Redevelopment Agreement to set forth the terms and provisions governing the redevelopment of the Property.

4. This Memorandum has been executed and delivered by the Parties for the purpose of recording and giving notice that a contractual relationship for the redevelopment of the Property has been created between the Parties in accordance with the terms, covenants, and conditions of the Redevelopment Agreement.

5. The terms and conditions of the Redevelopment Agreement are incorporated by reference into this Memorandum as if fully set forth herein, specifically including, without limitation, the following provisions:

(a) Developer's covenant that the use and ownership of the Development Property shall be perpetually subject to the terms and conditions of the of the Carver County Community Land Trust (the "Land Trust") such that the Residential Units constructed thereon shall be sold only to households having incomes at or below **80%** of the Area Median Income for the Minneapolis-Saint Paul-Bloomington Metropolitan Statistical Area (including adjustments for household size)

("Qualified Households") and the land underlying each such Residential Unit shall be leased only to such Qualified Household pursuant to long-term ground lease in substantially the form set forth in the Redevelopment Agreement such that the Development Property will be owned by the Land Trust for the purpose of preserving the affordability of housing units on the Development Property, all as further provided in the Redevelopment Agreement; and

(b) a right of reverter of the Development Property in favor of the EDA if Developer fails to cause the Commencement of construction of the Project by **December 31, 2022**.

6. This Memorandum may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

[Remainder of page left blank intentionally; signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first written above.

CITY OF CHASKA, MINNESOTA

By: _____
Mayor

By: _____
City Administrator

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me on this ____ day of _____, 202__, by Mark Windschitl, the Mayor, and Matt Podhradsky, the City Administrator, of the City of Chaska, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHASKA, MINNESOTA

By: _____
President

By: _____
Executive Director

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

This instrument was acknowledged before me on this _____ day of _____, 202__, by Mark Windschitl and Matt Podhradsky, the President and Executive Director, respectively, of Economic Development Authority of the City of Chaska, Minnesota, a Minnesota political subdivision, on behalf of the political subdivision.

_____
Notary Public

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY

By: _____
_____

By: _____
_____

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me on this ____ day of _____, 202__, by _____, the _____, and _____, the _____, of the Carver County Community Development Agency, on behalf of the agency.

_____
Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP (ACS)
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402-1498

**Exhibit A**

Legal Description

The real property and interests in such property located in the County of Carver, State of Minnesota and described as follows:

Parcel 1:

Lot 2, Block 37, except the Northerly 6 feet of the Westerly 48 feet thereof and also including the South 4 feet of the Easterly 94 feet of Lot 1, Block 37, City of Lots of Chaska, Carver County, Minnesota.

Parcel 2:

Lot 3, Block 37, City of Lots Chaska, Carver County, Minnesota.

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject:** **Resolution Supporting the Safe Routes to School Infrastructure Grant Application for the Chaska Safe Routes to School project**

Prepared By: Nate Kabat

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**Background**
City staff, with the support of Eastern Carver County School District and in partnership with Carver County are pursuing implementation of improvements to the Engler (CSAH 10) and Hwy 41 intersection that will improve traffic safety and efficiency and also enhance pedestrian crossings by installing two pedestrian trail underpasses crossing Hwy 41 on the north of the intersection and Engler on the east of the intersection.

Because the two pedestrian trail underpasses will serve to improve walking and biking routes for students accessing Chaska Middle School East, Chaska Middle School West, and La Academia Elementary, staff are pursuing Safe Routes to School grants. If successful, awarded funds will assist with the local cost share for project implementation.

The grant application requires a resolution of support from City Council.

**CITY COUNCIL ACTION REQUESTED**
Motion to adopt Resolution 2021-90 supporting the Safe Routes to School Infrastructure Grant application for the Chaska Safe Routed to School Project.

# CITY OF CHASKA
# CARVER COUNTY, MINNESOTA

## RESOLUTION

**DATE 12/20/2021 RESOLUTION NO. 2021-90**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

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**A RESOLUTION SUPPORTING THE SAFE ROUTES TO SCHOOL INFRASTRUCTURE GRANT APPLICATION FOR THE CHASKA SAFE ROUTES TO SCHOOL PROJECT**

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**WHEREAS**, the Minnesota Department of Transportation (MnDOT) administers the Safe Routes to School (SRTS) grants program which provides federal and state funding for projects to improve safety conditions and promote students walking and biking to school; and,

**WHEREAS**, the Statewide SRTS solicitation has $8 Million in state dollar available for SRTS infrastructure projects in 2022 and 2023 with a minimum of $50,000 and cap of $500,000 for each project; and,

**WHEREAS**, these funds have been designated for both stand-alone projects and to cover the local match costs of previously funded federal Transportation Alternatives projects; and,

**WHEREAS**, the City of Chaska, with the support of Carver County and Eastern Carver County Public Schools District, successfully applied for and received $933,360 in federal Safe Routes to School funding in 2020 for the Chaska SRTS Project; and

**WHEREAS**, the City of Chaska intends to apply for a State SRTS Infrastructure Grant to cover the local match costs for the planned 2024 project; and

**WHEREAS**, Eastern Carver County Public Schools District has been an active supporter of the project and has provided a Letter of Support; and,

**WHEREAS**, the planned SRTS project works towards increasing safety for students to walk or bicycle to school; and,

**WHEREAS**, The City of Chaska has ordinances in place allowing the city to require construction of sidewalks or trails for new developments; and,

**WHEREAS**, the City of Chaska has agreed to maintain such improvements for the lifetime of the improvements;

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

1. The City of Chaska will be the lead fiscal agent for the proposed project; and

2. As the lead fiscal agent, the City of Chaska agrees to work with MnDOT, and all involved agencies, to meet the following responsibilities.

    a. secure and guarantee the local share of costs associated with this project and responsibility or seeing the project through to its completion, with compliance to all applicable laws, rules, and regulations; and
    b. Request SAP/SP number for the project; and
    c. Ensure the project meets milestones and dates; and
    d. Develop, review and/or approve the plan; and
    e. Submit plan, engineers estimate, and proposal to the DSAE; and
    f. Advertise, let, and award the project; and
    g. Submit pay requests to State Aid; and
    h. Communicate progress and updates with the DSAEs and State Aid Programs Engineer; and
    i. Ensure that the project receives adequate supervision and inspection; and
    j. Assist with project close out

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 20th day of December 2021.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
## 12/20/2021

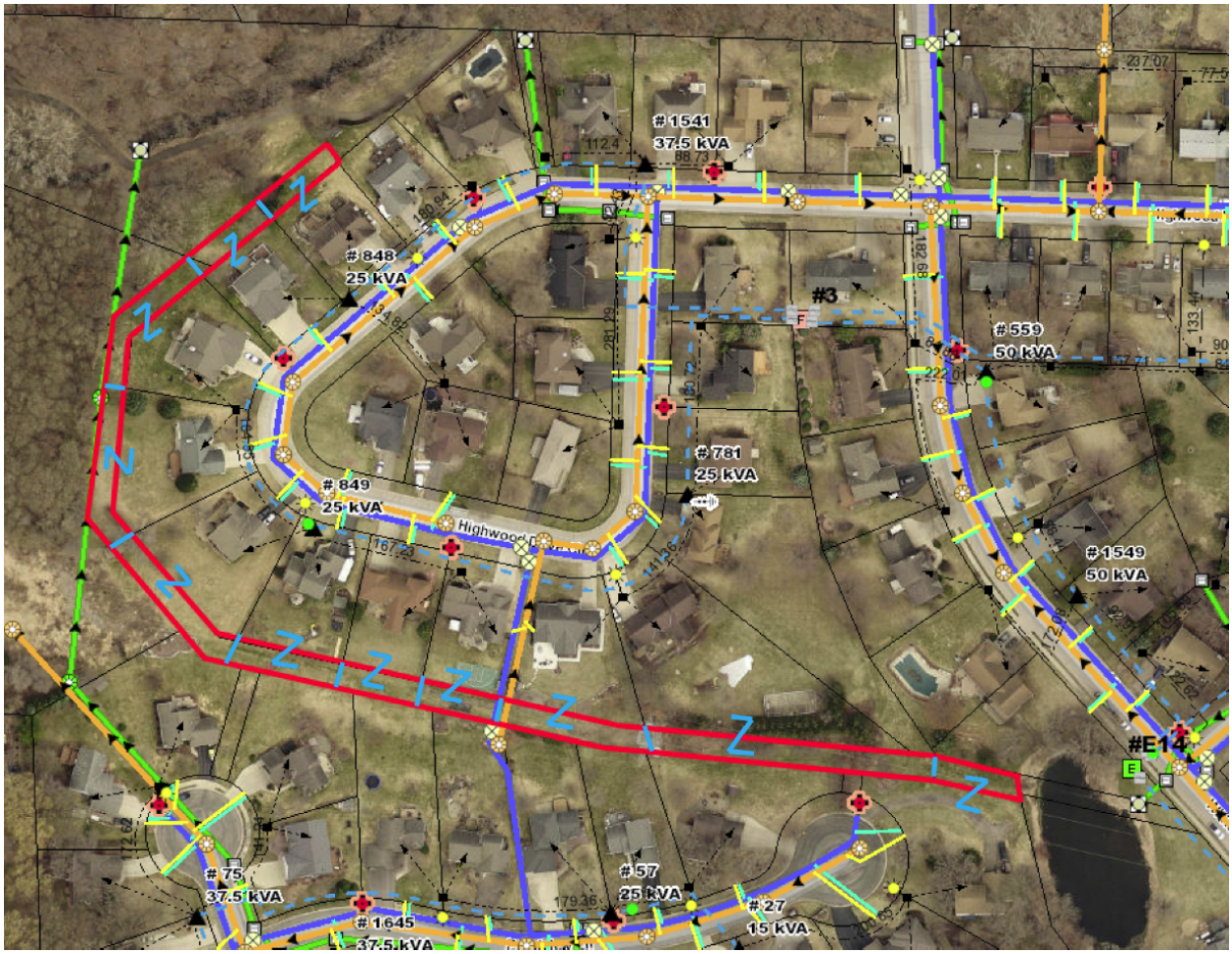
**Subject:** **Disposition of Excess Property near Highwood Drive**

Prepared By: Kevin Ringwald, Community Development Director

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The City is in receipt of a request to consider a strip of city owned land excess, so that the adjacent property owners may purchase it from the City so that it may be added onto their lots.

The property is generally located west and south of Highwood Drive (just north of Engler Boulevard). The area outlined in red is the area in question and the blue lot line extenders show how the property would be divided and the blue connectors show to whom it would be attached (based on which plat the respective outlots came from).



The Parks and Recreation Director and the Public Works Director have reviewed the request and have confirmed that there are no plans to use this area as a trail connection.

The next step in this process is for the City Council to forward this request to the Planning Commission to declare that the property is excess city property. After that staff would return to the Council to request authorization to proceed to work with the adjacent property owners on the purchase of the excess property.

The City has had our consulting appraisers (Patchin Messner Valuation Counselors) prepare an appraisal on this property. They have determined that the property should be valued at $1.80 per square foot. Following the process utilized on other excess property owner's sales, staff would be proposing the agreements based on the following:

A. The City would grant the property owners a five-year option to purchase the property at a price of $1.80 per square foot, with the price increasing by 2% per year. The option agreement would be assignable to any future buyers.

B. After the five-year option window, the property would be re-appraised and could be considered for sale to other adjacent property owners as long as they are logically connected to the subject property.

**CITY COUNCIL ACTION REQUESTED**

Motion to forward this request to the Planning Commission to declare that the property is excess city property.

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject:** **Establish 2021 Interfund Tax Increment Financing**

Reviewed By: Noel Graczyk, Administrative Services Director

Prepared By: Kelly Grinnell, Finance Manager

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**Background**

Each year in accordance with Minnesota State Statues, the City by resolution authorizes the use of interfund loans to fund cash deficits in various tax increment funds. The proposed resolution establishes the terms and conditions for interfund loans, from various City funds, to various tax increment funds that are expected to have a cash deficit as of December 31, 2021.

In accordance with Minnesota State Statutes, interfund loans must be established each year by resolution with a stated interest rate, annual term, and loan amount. These defined terms fix the annual cost of a loan using the maximum interest rate permitted in accordance with State Statutes.

The following Tax Increment Districts (TID) are expected to have a cash deficit as of December 31, 2021:

TID #20 (Brewery Project) has a projected cash deficit of $20,203 and will have a maximum 2021 annual interest cost of $896 at the permitted 4% maximum interest rate.

TID #21 (Hot Spot) has a projected cash deficit of $74,341 and will have a maximum 2021 annual interest cost of $2,460 at the permitted 4% maximum interest rate.

TID #22 (Ernst House) has a projected cash deficit of $47,428 and will have a maximum 2021 annual interest cost of $1,512 at the permitted 4% maximum interest rate.

TID #23 (City Square West) has a projected cash deficit of $529,076 and will have a maximum 2021 annual interest cost of $11,425 at the permitted 4% maximum interest rate.

TID #24 (Oppidan) has a projected cash deficit of $36,229 and will have a maximum 2021 annual interest cost of $533 at the permitted 4% maximum interest rate.

**Staff Recommendation**

The proposed resolution establishes interfund loans and sets loan terms for each loan. Staff recommends adoption of the resolution.

**CITY COUNCIL ACTION REQUESTED**

Motion to adopt Resolution 2021-91 Policies and Procedures for Federal Awards Administration.

# CITY OF CHASKA
# CARVER COUNTY, MINNESOTA

## RESOLUTION

**DATE 12/20/2021 RESOLUTION NO. 2021-91**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

**RESOLUTION PROVIDING 2021 INTERFUND TAX-INCREMENT PROJECT FINANCING**

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

1. Recitals.

(a) Minnesota State Statutes (MSS), Section 469.178 permits the authority or municipality to use interfund loans to advance or loan money to finance tax increment expenditures. The maximum interest rate on the interfund loans is the greater of (i) the rate stated in MSS, Section 270C.40 or (ii) the rate stated in MSS, Section 549.09.

(b) In 2021 the maximum interfund interest rate is 4.0%, based on the 3.0% permitted rate in accordance with MSS, Section 270C.40 and the 4.0% permitted rated in accordance with MSS, Section 549.09.

2. Official Intent Declaration.

(a) The City of Chaska intends to make interfund loans from various funds of the City of Chaska to Tax Increment District No. 20, Brewery Project for the 2021 fiscal year in the amount of $20,203 for a maximum period from December 31, 2020 to December 31, 2021 (one year) at the rate of 4.0% for a 2021 total interest cost of $896.

(b) The City of Chaska intends to make interfund loans from various funds of the City of Chaska to Tax Increment District No. 21, Hot Spot Development for the 2021 fiscal year in the amount of $74,341 for a maximum period from December 31, 2020 to December 31, 2021 (one year) at the rate of 4.0% for a 2021 total interest cost of $2,460.

(c) The City of Chaska intends to make interfund loans from various funds of the City of Chaska to Tax Increment District No. 22, Ernst House for the 2021 fiscal year in the amount of $47,428 for a maximum period from December 31, 2020 to December 31, 2021 (one year) at the rate of 4.0% for a 2021 total interest cost of $1,512.

(d) The City of Chaska intends to make interfund loans from various funds of the City of Chaska to Tax Increment District No. 23, City Square West for the 2021 fiscal year in the amount of $529,076 for

a maximum period from December 31, 2020 to December 31, 2021 (one year) at the rate of 4.0% for a 2021 total interest cost of $11,425.

(e) The City of Chaska intends to make interfund loans from various funds of the City of Chaska to Tax Increment District No. 24, Oppidan for the 2021 fiscal year in the amount of $36,229 for a maximum period from December 31, 2020 to December 31, 2021 (one year) at the rate of 4.0% for a 2021 total interest cost of $533.00.

Passed and adopted by the City Council of the City of Chaska, Minnesota this 20th day of December 2021.

_____
Mark Windschitl, Mayor

Attest:_____
Deputy Clerk

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/21

**Subject:** **Policies and Procedures for Federal Awards Administration**

Reviewed By: Noel Graczyk, Administrative Services Director

Prepared By: Kelly Grinnell, Finance Manager

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On occasion the City receives federal funds for various purposes. One of the conditions of receiving such funds is to have in place certain policies and procedures. The Council adopted policies and procedures for federal awards administration on October 19, 2020, to comply with federal awards administration required after passage of the CARES Act.

With the passage of the American Rescue Plan Act (ARPA) this year the City is required to again update its policies and procedures for federal awards administration. The attached Policies and Procedures for Federal Awards Administration is based on a model policy provided by MMKR, the City's auditors. Two of the main changes are an increase in the micro-purchases limit from $3,500 to $25,000 and increased sub recipient monitoring requirements. The City is required to reestablish its micro-purchase limit each calendar year.

Additional auditing procedures (Single Audit) are required in years when total federal dollars expended exceed $750,000. Single Audit refers to the centralization of financial reporting on federal projects to one federal agency, not to each agency awarding the grants. A Single Audit was required for fiscal year 2020, when the City's expenditures of federal dollars from CARES Act funds exceeded $750,000.

The City will also require a Single Audit each year that federal dollars expended from the ARPA exceed $750,000. The City received ARPA funds in 2021 but does not plan to spend these funds until at least 2022, so a Single Audit will not be required for fiscal year 2021.

**CITY COUNCIL ACTION REQUESTED**

Motion to adopt Policies and Procedures for Federal Awards Administration.

# City of

# Chaska, Minnesota

# Policies and Procedures for Federal Awards Administration

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# Policies and Procedures – Federal Awards Administration Overview

Purpose – This manual has been prepared to document the policies and procedures for the administration of federal awards of City of Chaska (the "City"). The Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance) require all recipients and sub-recipients of federal funds to establish and maintain internal controls designed to reasonably ensure compliance with Federal laws, regulations, and program compliance requirements. Written policies and procedures are part of the necessary internal controls and are required as a precondition to receiving federal funds. These policies and procedures are intended to be sufficiently comprehensive to adequately meet such requirements. However, in no case are these policies and procedures intended to supersede or limit federal or state laws or regulations, or the provisions of individual grant agreements.

Hierarchy of Authority – In the event that conflicting guidance on the administration of Federal awards is available, the City has deemed Federal guidance to be most authoritative, followed by other State or local agencies.

Revisions – Guidance provided by the Federal government through the OMB UG - Uniform Grant Guidance Compliance Supplement are expected to be updated each year. Such updates are considered by the City as they become available and policies and procedures will be revised accordingly.

The City Administrator, Administrative Services Director, Finance Manager, and designees are authorized and required to establish and document policies and procedures to ensure compliance with the provisions of federal and state regulations and the provisions of grant agreements. Such policies and procedures are documented herein, and will be reviewed and updated as necessary, but not less than once every three years.

Training – City finance personnel and its program administrators of Federal awards will be provided the necessary training through various mechanisms, such as:

- Reviewing monthly State Aid Financial Status Report Updates, accompanying State aid payments
- Consulting with the City's auditors as needed for clarification
- Participating in various training opportunities, such as those offered by appropriate professional organizations
- Reviewing legislative updates from multiple sources
- Membership and participation in meetings of the Government Finance Officers Association (GFOA)
- Certification of respective positions by the GFOA, i.e.: Finance Manager

- Coordination and collaboration with individuals performing similar job functions at similar municipalities.

Compliance Failures – Compliance failures, whether noted internally by management or through the external audit process, will be addressed immediately by reviewing the reason for the failure with responsible personnel and devising an improved process to improve compliance in the future.

# General Accounting and Financial Management

It is the policy of the City to comply with all statutory, regulatory, and contractual requirements in the conduct of, and accounting for, its financial operations. The official books of record for the City will be maintained subject to the following provisions:

1. The City will account for its operations in accordance with the Generally Accepted Accounting Principles (GAAP) applicable to local units of government.

    a. The City will comply with the Super Circular issued by the OMB, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

2. The City will comply with all contractual requirements detailed in its duly executed grant agreements with awarding agencies.

3. The City will contract annually with an independent CPA firm for the purposes of conducting the City's external financial audit. To the extent that the City has expended federal awards in excess of the applicable single audit limit (currently $750,000), the City will have a single audit performed in accordance with OMB UG.

4. To ensure continuing compliance with all applicable accounting requirements, the City may, at its discretion, contract with a CPA firm to provide internal auditing and/or consulting services.

5. The Finance Manager shall be responsible for the maintenance of all accounting and financial records (including journals, timesheets, bank statements, audit reports, and similar documents). Such records shall be retained as required by contractual or regulatory requirements. The City has adopted the state's records retention schedule as its official guide for records storage, filing, and destruction.

6. The City and employees are required to comply with the City's conflict of interest policy and report any potential conflicts of interest to their managers. No employee, officer or agent may

participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

Such violations may result in appropriate discipline. See also the City policies on conflict of interest located in the City's Personnel Policies and Procedures.

7. The City will request prior approval from federal agencies for program or budget changes.

8. The City has implemented the new federal purchasing procedures which follow:
   - Acquisitions for micro-purchases (below $25,000 or below $2,000 for construction subject to the Davis Bacon Act) may be awarded without soliciting bids if the City considers the price to be reasonable.
   - Procurements for Small Purchases (less than $175,000 - Minn. Stat. § 471.345), in which case quotations must be obtained from an adequate number of sources.
   - Procurements made by sealed bid should be made to the lowest responsible (not necessarily the lowest) bidder.
   - Procurements made by competitive proposal must have standards to evaluate the selected recipient.
   - Procurement made by non-competitive proposals (to one vendor) may be used only if one of the following applies
     - the item is available only from a single source,
     - an emergency exists,
     - the federal agency expressly authorizes non-competitive proposals, or
     - competition is seen as inadequate after solicitation to vendors.

9. Other procurement procedures include:
   - Contractors who develop or draft specifications for bids are precluded from bidding on them.
   - The City must maintain oversight so that contractors perform work as bid.
   - Multiple provisions must be included in contracts (see Appendix II of grant procurement guidelines of super circular procedures).
   - If a contract is $25,000 or more the City must verify on http://www.sam.gov/ that the contractor is not on the suspended and debarred list for federal grants.

10. Procedures for inventory of federal capital purchases will be maintained by the Finance Department, with the help of the other departments if needed, and all items will be tracked annually. The Equipment and Real Property Management section of this document contains additional procedures.

11. The Finance Manager (or designee) or the City Administrator are required to certify expenditures.

# Purchasing and Procurement

It is the policy of the City to ensure that all disbursements of City funds are properly reviewed and authorized, and consistent with sound financial management principles, and made in compliance with all applicable federal, state, and local laws. In order to meet these objectives, all disbursements of City funds shall be subject to the following provisions, to the extent that they do not conflict or contradict with any specific federal, state, or local law or Council policies (the most specific or restrictive law, policy or procedure will be followed):

1. Substantial state and federal requirements exist pertaining to standards of conduct and conflict of interest. It is the intent of the City for all employees, officers, or agents to conduct all activities associated with procurements in compliance with the highest ethical standards, including the avoidance of any real or perceived conflict of interest. It is also the intent of the City to impose appropriate sanctions or disciplinary actions, including but not limited to termination and/or prosecution, for any employees or officers who violate any of these requirements.

2. The City avoids the acquisition of unnecessary or duplicative items. Additionally, the City considers consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, the City makes an analysis of leases versus purchase alternatives, and other appropriate analyses to determine the most economical approach.

3. To foster greater economy and efficiency, the City enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services. This includes cooperative purchasing agreements where practical and beneficial. Depending on the purchase requested, the City may purchase it from a cooperative or inter-local agreement if the price is competitive and the goods or service are needed in a timely manner. The Finance Manager and the City Administrator will make this determination.

4. The City awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. The City considers such matters as contractor integrity and business ethics, compliance with public policy, ability to complete the project on time and in accordance with specifications, record of past performance, and the contractor's financial and technical resources.

5. The City will award a contract to a contractor who has the appropriate experience, expertise, qualifications, and any required certifications, necessary to perform the work. Contractors should also have the financial resources to sustain the project while the initial work is being completed and during each service period until he or she submits invoices for payment to the City as work is

completed. Contractors should have the proper equipment or the capability to subcontract for the proper equipment necessary to complete the contracted work.

6. Debarment and Suspension: The City will not subcontract with or award subgrants to any person or company who is debarred or suspended from receiving federal funds. The Finance Manager, or designee thereof, is required to check for excluded parties at the System for Award Management (SAM) website before any procurement transaction paid with federal funds. This list is located at: http://www.sam.gov/.

7. All procurement transactions paid with federal funds are conducted in a manner providing full and open competition. In an environment of full and open competition, no proposer or bidder has a competitive advantage over another. All potential proposers and bidders must be provided the same information and have the same opportunity to submit a bid or proposal. Providing a competitive advantage to one or more potential proposers or bidders over another can open the potential for disputes and lawsuits that can be costly and can significantly delay the completion of projects.

8. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals (RFP) are excluded from competing for such procurements. The City does not engage in the following situations that may restrict full and open competition, including but not limited to:
   - Placing unreasonable requirements on firms in order for them to qualify to do business
   - Requiring unnecessary experience and excessive bonding
   - Noncompetitive pricing practices between firms or between affiliated companies
   - Noncompetitive contracts to consultants that are on retainer contracts
   - Organizational conflicts of interest
   - Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement
   - Any arbitrary action in the procurement process
   - The City conducts federal procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.

9. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurements, contain features which unduly restrict competition. The description will include a

statement of the qualitative nature of the material, product or service to be procured and, when necessary, will set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications will be avoided if possible.

10. The City will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market. To accomplish this, after bids and proposals are received, but before awarding a contract, the City conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement with federal funds in excess of $175,000.

11. The City takes all necessary affirmative steps to assure that minority businesses and women's business enterprises, and labor surplus area firms are used when possible. To accomplish this, the City uses the following required affirmative steps:
    - Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
    - Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
    - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
    - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
    - Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
    - Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

12. Federal methods provide for procurement by micro-purchase. Micro-purchase is a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed $25,000. The micro-purchase method is used to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

13. Small purchase procedures may be used in those relatively simple and informal procurement methods for securing nonprofessional services, supplies, or other property that do not cost more than $175,000.

14. Sealed bids ($175,000, formal advertising, price is a major factor). Requirements for sealed bids:

- The invitation for bids will be publicly advertised and bids must be selected from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids.
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services for the bidder to properly respond.
- All bids will be publicly opened at the time and place prescribed in the invitation for bid.
- A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.
- Any or all bids may be rejected if there is a sound documented reason.

15. Competitive proposal (> $175,000, fixed price or cost reimbursement, RFP with evaluation methods). Requirement for competitive proposal procedures:
    - RFPs must be publicized requests and identify all evaluation factors and their relative importance.
    - Proposals must be solicited from an adequate number of qualified sources.
    - The organization must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
    - Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program.
    - The organization may only use qualification-based methods, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, in the procurement of architectural/engineering professional services.

16. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using federal funds only when one or more of the following circumstances apply:
    - The item is available only from a single source. This must be documented.
    - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
    - Any federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City.
    - After solicitation of a number of sources, competition is determined inadequate.

17. Time and materials type contract means a contract whose cost to the City is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. The City may use a time and materials type contract paid with federal funds in accordance with the above only
    - After a determination that no other contract is suitable; and
    - If the contract includes a ceiling price that the contractor exceeds at its own risk.

18. The City ensures that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The City accomplishes this by conducting internet searches, including using vendor searches, and by using other less technologically advanced tools to locate and identify potential contractors. Federal guidelines are followed regarding the number of bids required.

19. If bids are required, the City requires that construction or facility improvement contracts, or subcontracts exceeding $175,000, include a bid guarantee equivalent to 5% of the bid price from each bidder (such as bid bond or certified check), a performance bond on the part of the contractor for 100 percent of the contract price, and a payment bond on the part of the contractor for 100 percent of the contract price.

    *Note: The City's purchasing policy does not apply to procurement by contractors or subcontractors on projects, federally supported or otherwise.*

# Payroll and Timekeeping

The following provisions apply to the payment of employees and recording of time and effort (as required) in accordance with OMB UG:

1. The payroll records must be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated. Hourly employees record time on an electronic timekeeping system each day, with the following information:
    a. The total number of hours actually worked each day
    b. The use of any holiday, personal, vacation, sick, or other approved time off with pay
    c. The total number of hours to be paid
    d. An allocation of those hours to each program or department for which work was performed, when necessary
    e. The dated signature of the employee and his/her supervisor for each payroll period

    The allocation of hours between programs or departments should be based on the actual hours worked, and not be based on available budgets, or predetermined allocation schedules.

2. It is the responsibility of the employee being charged to a federal award(s) to clarify documentation requirements with the City Administrator or Finance Manager and provide appropriate documentation to the Payroll Coordinator as it becomes available. The employee should retain a copy of the documentation for his/her personal records. In the event that an after-the-fact correction is necessary to an employee's timesheet due to errors in the allocation of time worked, such corrections must be submitted to the Controller, and approved in writing by both the employee and his/her supervisor. Salaried employees charged to a federal grant will document time and effort as follows: the employee may document time and effort using a

timesheet as described above. Timesheets must account for the total activity for which the employee is compensated and be signed by the employee. It will not be acceptable for timesheets to include the hours worked on Federal grants only.

a. It is the responsibility of the employee being charged to a Federal award(s) to clarify documentation requirements with the Administrative Services Director, Finance Manager, or designee and provide appropriate documentation to the Payroll Coordinator as it becomes available. The employee should retain a copy of the documentation for his/her personal records.

Certifications should never be signed prior to the end date of the payroll period being certified. Each certification should be provided to the Finance Department when available.

# Grant Administration

The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict any existing Council policies:

1. Grant Development, Application, and Approval –
   a. Legislative Approval – The point at which legislative approval is required is determined by the requirements of the grant program. If the grant must be submitted by "an individual authorized by the *legislative body*", then City Council approval is required prior to submitting the application. If such legislative approval is not specifically required by the written terms of the grant, then the City Administrator or designee may, at his or her discretion, approve grant applications.

   b. Matching Funds – Grants that require cash local matches must be coordinated through the Finance Department. At a minimum, funds must be identified within the existing budget to provide the match, or a budget amendment will be required. Depending on the nature of the grant, there may also be some policy implications that will bear discussion. (For example, will the grant establish a level of service that cannot be sustained once the grant funds are depleted?)

      In all cases involving matching funds, the grant applicant should contact the Finance Department to determine the strategy for securing matching funds.

      Refer to the section within this manual titled "Matching, Level of Effort, and Earmarking" for additional information on compliance with the provisions of the OMB UG.

   c. Grant Budgets – Most grants require the submission of an expenditure budget. The Finance Manager will review this portion of the grant request prior to submission. A technical review may reveal inconsistencies in the calculations, cost centers that might have been

overlooked, or identify reimbursable expenses of which program staff may not be aware—particularly for indirect costs.

2. Grant Program Implementation –
   a. Notification and Acceptance of an Award – Official notification of a grant award is typically sent by a funding agency to the official (City Grant Official) designated in the original grant proposal. However, the authorization to actually spend grant funds is derived from the City Council through the approval of a grant budget. Such notification should also be directed to the Finance Department.

      Adoption of the grant budget as a component of the City-wide operating budget is deemed to be sufficient approval.

   b. Establishment of Accounts – The department that obtained the grant will provide the Finance Manager with information needed to establish revenue and expense accounts for the project, as well as other codes needed for tracking purposes. Ordinarily, this information will include a copy of a summary of the project and detail of the full project budget.

   c. Purchasing Guidelines – All other City purchasing guidelines apply to the expenditure of grant funds. The use of grant funds does not exempt any purchase from normal purchasing requirements. All typical paperwork and bidding requirements as well as normal staff approvals apply. When in doubt, the City Grant Official should contact the Finance Manager for further assistance.

3. Financial and Budgetary Compliance –
   a. Monitoring Grant Funds – Departments may use some internal mechanism (such as a spreadsheet) to monitor grant revenues, expenditures, and budgetary compliance, at the grant level. The Finance Manager maintains this information in financial software system as well; this is the City's "official" accounting system. City Grant Officials are strongly encouraged to use financial software reports provided by the Finance Department for their grant tracking.

      If any "off-system" accounting records are maintained, it is the responsibility of the City Grant Official to ensure that the program's internal records agree to the City's accounting system.

   b. Fiscal Years – Occasionally, the fiscal year for the granting agency will not coincide with the City's fiscal year. This may require adjustments to the City's internal budget accounts and interim financial reports as well as special handling during fiscal year-end close. It is the responsibility of the City Grant Official to bring such discrepancies to the attention of the Finance Department at the time the grant accounts are established.

c. Grant Budgets –The terms of each specific grant will dictate whether any budget transfers between budgeted line items will be permitted. In no case will the City Grant Official be authorized to exceed the total budget authority provided by the grant.

If grant funds have not been totally expended by fiscal year-end, it is the responsibility of the City Grant Official to notify the Finance Manager that budget funds need to be carried forward to the new fiscal year, and to confirm the amounts of such carryforwards. Carryforwards of grant funds will be subjected to maximum allowable amounts/percentages based on the grant award agreement and/or the OMB UG.

Capital Assets – The City is responsible for maintaining an inventory of assets purchased with grant funds. The City is accountable for them and must make them physically available for inspection during any audit. The City Council must approve of any sale of these assets. Customarily, the proceeds of the sale can only be used on the grant program that purchased them. (Refer to the specific regulations governing the original grant).

The Finance Manager will coordinate this grant requirement. All transactions that involve the acquisition or disposal of grant funded capital assets must be immediately brought to the attention of the Finance Manager. Refer to the City's separate Capital Assets policy and the section of this manual titled Equipment and Real Property Management for additional information. Record Keeping –

d. Audit Work-papers – The City's external auditors audit all grants at the end of each fiscal year. Finance Department staff will prepare the required audit work- papers. City Grant Officials may be asked to assist in this process, if necessary.

e. Record Keeping Requirements – Grant record keeping requirements may vary substantially from one granting agency to another. Consequently, a clear understanding of these grant requirements at the beginning of the grant process is vital. The Finance Department will maintain copies of all grant draw requests and approved grant agreements (including budgets). The City Grant Official should maintain all other records.

4. Other Guidelines – Specific information on policies and procedures related to compliance with the provisions of the OMB UG are addressed in this manual and should be considered along with the information in this section.

# Year-end Closing and Reporting

The following provisions govern the year-end close-out process of the City for purposes of external financial reporting:

2. To the extent that the City is required to have a single audit completed in accordance with OMB UG, the City will accumulate the information necessary to prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with Federal and State requirements. This schedule will be characterized as follows:
    a. The schedule will include all federal financial assistance, including grants, contracts, property, loans, loan guarantees, interest subsidies, cooperative agreements, insurance, or direct appropriations. Amounts will be reported whether received directly from the Federal government or through a pass-through agency (if the City is determined to be a sub-recipient and not a vendor).

    b. The schedule will be prepared on the same basis of accounting as the related financial statements.

    c. Federal programs will be listed by Federal Agency. For program clusters, the schedule will provide the cluster name, individual federal programs in each cluster, and the name of the federal agency. Totals will be provided for each cluster.

    d. Total Federal awards expended for each federal program will be listed along with the Assistance Listing Number, pass-through entity name (if applicable) and pass-through entity number (if applicable). Such information will agree to the award documentation.

    e. If the Assistance Listing Number of a Federal award cannot be reasonably determined, it shall be reported in the schedule using the two-digit prefix for the related Federal agency, followed by "UNKNOWN".

    f. In addition to current year expenditures, the schedule will list approved award/grant amount, accrued/deferred revenue at the beginning of the year, current year cash received, current year actual expenditures, and accrued/deferred revenue at the end of the year. If expenditures were incurred relative to this award in prior year(s), this amount should be disclosed as memorandum-only.

    g. Any adjustments to prior year awards, expenditures, and balances (including transfers between grants) will be disclosed in the footnotes to the schedule.

    h. Accrued/deferred revenue in the schedule shall agree to the amounts recorded as receivables/deferrals in the related financial statements.

    i. To the extent that a separate line item is included in the financial statements for federal revenue, this amount shall agree to expenditures in the schedule. Any reconciling items will be disclosed in the footnotes to the schedule.

j. To the extent that amounts are passed through to sub-recipients, the schedule will provide the total amount for each federal program that was provided to subrecipients.

k. The notes to the schedule will include significant accounting policies used to prepare the schedule, balances of any loans and loan guarantees that are outstanding at the end of the audit period, and whether or not the auditee has elected to use the 10% de minimis cost rate.

# Additional Federal Awards Compliance Requirements

Some of the Federal awards received by the City are passed-through the State of Minnesota. Management will consider both the OMB UG and any applicable compliance requirements as set forth by the State of Minnesota.

# General Information

Source of Information – Each year the OMB issues a comprehensive document on the compliance requirements each grant recipient is obligated to follow in general terms, along with program-specific guidance on various grant awards. There are 12 compliance requirements identified, each of which is considered individually in this manual.

The following pages document the policies and procedures of the City related to compliance with such procedures, as applicable. In each year that the City is subject to a single audit, applicable compliance requirements are expected to be tested in detail by the City's independent auditors.

Objectives – The objectives of most compliance requirements are generic in nature. While the criteria for each program may vary, the main objective of the compliance requirement is relatively consistent across all programs. As such, the policies and procedures of the City have been based on the generic sense of the compliance requirement. For selected compliance requirements, this manual addresses the specific regulations applicable to individual grants. This is not intended to imply that a program is not subject to such policies if it is not specifically mentioned here. It is the intent of the City that all Federal awards are subject to the following policies and procedures.

Controls over Compliance – In addition to creating policies and procedures over compliance with provisions of Federal awards, the City has implemented internal controls over such compliance, generally in the form of administrative oversight and/or independent review and approval. To document these control activities, all independent reviews must be signed/initialed and dated.

Documentation – The City will maintain adequate documentation to support both the compliance with applicable requirements as well as internal controls over such compliance. This documentation will be provided to the City's independent auditors and/or pass-through grantor agencies, as requested, during the single audit and program audits.

# Activities Allowed/Unallowed and Allowable Costs/Cost Principles

Source of Governing Requirements – The requirements for activities allowed or unallowed are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for allowable costs/cost principles are contained in 2 CFR 200 Subpart E, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. All grant expenditures will be in compliance with OMB Circular 2 CFR 200, Subpart E, State law, City policy, and the provisions of the grant award agreement, which will also be considered in determining allowability. Grant funds will only be used for expenditures that are considered reasonable and necessary for the administration of the program.

2. Grant expenditures will be approved by department heads/City Grant Officials initially through the purchasing process and again when the bill or invoice is received. This will be evidenced by signature or initials and date on the invoice or by an approval documented via email. Accounts payable disbursements will not be processed for payment by the Finance Department until necessary approval has been obtained.

3. Payroll costs will be documented in accordance with 2 CFR 200 Subpart E as described in the section of this manual titled "Payroll and Timekeeping".

4. An indirect cost rate will only be charged to the grant to the extent that it was specifically approved through the grant budget/agreement. When allowable, indirect costs will be charged based on the *Cost Allocation Plan* of the City.

# Cash Management

Source of Governing Requirements – The requirements for cash management are contained in OMB UG 2 CFR 200.302 & 305, program legislation, Federal awarding agency regulations, and the terms and conditions or the award.

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Many of the City's grants are awarded on a reimbursement basis. As such, program costs will be expended and disbursed prior to requesting reimbursement from the grantor agency.

2. Cash draws will be initiated by the Controller who will determine the appropriate draw amount. Documentation of how this amount was determined will be retained and signed/dated.

3. For state grants, the physical draw of cash will be processed through SWIFT (Minnesota's State-wide Integrated Financial Tools payment system) or through the means prescribed in the grant agreement.

4. Supporting documentation from SWIFT or a copy of the cash draw paperwork will be filed along with the approved paperwork described above and retained for audit purposes.

5. When cash is received in advance or drawn, the City will work to minimize time lapse between transfer of funds and disbursement by the City.

# Eligibility

Source of Governing Requirements – The requirements for eligibility are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

Federal grants will only benefit those individuals and/or groups of participants that are deemed to be eligible.

# Equipment and Real Property Management

Source of Governing Requirements – The requirements for equipment are contained in OMB UG 2 CFR 200.310-316, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict any existing Council policies:

1. All equipment will be used in the program for which it was acquired or, when appropriate and allowable, other Federal programs.

2. When required, purchases of equipment will be pre-approved by the grantor or pass-through agency. The Finance Manager, or designee will be responsible for ensuring that equipment purchases have been previously approved, if required, and will retain evidence of this approval.

3. Equipment records will be maintained, and an appropriate system shall be used to safeguard equipment, as described in the City's separate Capital Asset policy. Equipment should be assigned to a program and physical location on the inventory. If such equipment is moved, it will be noted and adjusted in the City's capital assets records.

4. When equipment is no longer needed for a Federal program, it may be retained or sold with the Federal agency having a right to a proportionate amount of the current fair market value. Proper sales procedures shall be used that provide for competition to the extent practicable and result in the highest possible return.

   The City will keep, sell, or otherwise dispose of the equipment with no further obligation unless disposal requirements are specifically detailed in the grant. A record of the date, reason, and method of disposal or sale will be maintained with the equipment inventory.

5. Equipment purchased will be identified and kept in the City's capital asset records. The records shall include the following:
   a. Asset number and description of the equipment
   b. Location of the equipment
   c. Depreciation method & years of expected life
   d. Acquisition date
   e. Cost of the equipment
   f. Equipment classification (land, building, equipment, etc.)
   g. Make, Model, & Serial number or other identification number
   h. Vendor and invoice number to purchase equipment
   i. Disposition data including date and sale price of the equipment

A physical inventory of the property will be conducted periodically, and the results will be reconciled with the capital asset listing. A control system will be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated.

Maintenance procedures are in place to keep the equipment in good condition.

# Matching, Level of Effort and Earmarking

Source of Governing Requirements – The requirements for matching are contained in OMB UG 2 CFR 200.306, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for level of effort and earmarking are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The City defines "matching", "level of effort", and "earmarking" consistent with the definitions of the OMB UG:

*Matching* or cost sharing includes requirements to provide contributions (usually non-Federal) or a specified amount or percentage of match Federal awards. Matching may be in the form of allowable costs incurred or in-kind contributions (including third-party in-kind contributions).

*Level of effort* includes requirements for (a) a specified level of service to be provided from period to period, (b) a specified level of expenditures from non-Federal or Federal sources for specified activities to be maintained from period to period, and (c) Federal funds to supplement and not supplant non- Federal funding of services.

*Earmarking* includes requirements that specify the minimum and/or maximum amount of percentage of the program's funding that must/may be used for specified activities, including funds provided to sub-recipients. Earmarking may also be specified in relation to the types of participants covered.

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Compliance with matching, level of effort, and earmarking requirements will be the responsibility of the Finance Manager.

2. Adequate documentation will be maintained to support compliance with matching, level of effort, and earmarking requirements. Such information will be made available to City administration, auditors, and pass- through or grantor agencies, as requested.

3. Maintenance of effort for grants through the State Minnesota will be determined at the State level.

# Period of Performance

Source of Governing Requirements – The requirements for period of performance of Federal funds are contained in OMB UB 2 CFR 200.038-309 & 344, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Costs will be charged to an award only if the obligation was incurred during the funding period (unless pre- approved by the Federal awarding agency or pass-through grantor agency).

2. All obligations will be liquidated not later than 120 days after the end of the funding period (or as specified by program legislation).

3. Compliance with period of performance requirements will initially be assigned to the individual approving the allowability of the expense/payment. This will be subject to review and approval by the Finance Department as part of the payment processing.

# Procurement, Suspension and Debarment

Source of Governing Requirements – The requirements for procurement are contained in OMB UG 2 CFR 180, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for suspension and debarment are contained OMB UG 2 CFR 180, program legislation, Federal awarding agency regulations; and the terms and conditions of the award.

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Purchasing and procurement related to Federal grants will be subject to the general policies and procedures of the City (described in the section of this manual titled "Purchasing and Procurement").

2. Contract files will document the significant history of the procurement, including the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis of contract price.

3. The Finance Manager will be responsible for determining whether the City is entering into a transaction that may be subject to suspension or debarment procedures and executing appropriate oversight and control activities at that time. The Finance Manager, or designee thereof, is required to check for excluded parties at the System for Award Management (SAM) website: http://www.sam.gov/.

# Program Income

Source of Governing Requirements – The requirements for program income are found in OMB UG 2 CFR 200.307, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Program income will include (but will not be limited to): income from fees for services performed, the use or rental of real or personal property acquired with grant funds, the sale of commodities or items fabricated under a grant agreement, and payments of principal and interest on loans made with grant funds. It will not include interest on grant funds unless otherwise provided in the Federal awarding agency regulations or terms and conditions of the award.

2. The City will allow program income to be used in one of three methods:
    a. Deducted from outlays
    b. Added to the project budget
    c. Used to meet matching requirements

    In the absence of specific guidance in the Federal awarding agency regulations or the terms and conditions of the award, program income shall be deducted from program outlays.

3. Program income, when applicable, will be accounted for as a revenue source in the same project code as the Federal grant.

# Sub-recipient Monitoring

The City will ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and, if any of these data elements change, include the changes in subsequent subaward modification. Required information includes:

1. Federal Award Identification.
    a. Subrecipient name (which must match the name associated with its unique entity identifier)
    b. Subrecipient's unique entity identifier
    c. Federal Award Identification Number (FAIN)
    d. Federal Award Date (see §200.39 Federal award date) to the recipient by the Federal agency
    e. Subaward Period of Performance Start and End Date
    f. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
    g. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation
    h. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
    i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
    j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
    k. Assistance Listing Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement
    l. Identification of whether the award is R&D
    m. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs)

The City will perform a written risk assessment of each subrecipient, evaluating their risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the

subaward for purposes of determining the appropriate subrecipient monitoring described in 2 CFR 200.332. This evaluation of risk may include consideration of such factors as the following:

a. The subrecipient's prior experience with the same or similar subawards
b. The results of previous audits including whether or not the subrecipient receives single audit in accordance with 2 CFR Part 200, Subpart F, and the extent to which the same or similar subaward has been audited as a major program
c. Where the subrecipient has new personnel or new or substantially changed systems
d. The extent and results of federal award agency monitoring (e.g., if the subrecipient also receives federal awards directly from a federal awarding agency)

The City will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

The City will verify that every subrecipient is audited as required by OMB UG 2 CFR 200 Subpart F when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold.

# Special Tests and Provisions

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. The Finance Manager will be assigned the responsibility for identifying financial-related compliance requirements for special tests and provisions, determining approved methods for compliance, and retaining any necessary documentation. Program-related compliance requirements will be the responsibility of the department administering the grant.

# Acronyms

CFR – Code of Federal Regulations

FFATA – Federal Funding Accountability and Transparency Act

GAAP – Generally Accepted Accounting Principles

GFOA – Government Finance Officers Association

OMB – Office of Management and Budget

RFP – Request for Proposal

SAM – System for Award Management

SEFA – Schedule of Expenditures of Federal Awards

# Adoption/Revision History

| | |
|---|---|
| Original Policies and Procedures Adopted | October 19, 2020 |
| Revised Policies and Procedures Adopted | December 20, 2021 |

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject:** **TH 41 Downtown Chaska - MnDOT Agency Agreement for Federal Projects**

Prepared By: Matt Clark, City Engineer

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Chaska routinely works with MnDOT on joint effort and project partnerships for improvements to the trunk highway and the local transportation system. The City currently has a Master Partnership Contract that allows both MnDOT and the City to enter in work share arrangements to undertake collaborative efforts for the design, construction, maintenance and operations of state and local roads. All of which are to assist both the City and State with administrative and technical assistance on all facets of service provided by the department of transportation.

Projects that include federal funding where the City is the lead agency requires a separate Delegated Partnership Agreement which is attached. It has been many years since the City has been involved in a federal aid project which most metro communities have already in place. The partnership agreement is not project specific and covers all federally funded projects. The City was awarded $5M in Federal Funds to construct improvements to state highway 41 which is scheduled to be under construction in 2023. In order to maintain the partnership for receiving and dispersing federal funding with current and future projects the agreement needs to be in place.

**CITY COUNCIL ACTION REQUESTED**

Motion to Adopt a Resolution 2021-93 Authorizing MnDOT to Accept Federal Funds on Behalf of the City of Chaska for Construction on TH 41.

DEPARTMENT OF TRANSPORTATION

**STATE OF MINNESOTA**

**AGENCY AGREEMENT**

**for**

**FEDERAL PARTICIPATION IN CONSTRUCTION**

This agreement is entered into by and between the City of Chaska ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

## RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and

2. This agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and

2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

2.2. This project is for construction not research and development.

2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

## AGREEMENT TERMS

### 1. Term of Agreement

1.1. Effective Date. This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.

### 2. Local Government's Duties

2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.

2.2. **Staffing.**

2.2.1. The Local Government will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the “Contractor,” in accordance with the special provisions and the latest edition of MnDOT’s Standard Specifications for Construction and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are

identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

2.4.2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.

2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.

2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.

2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.

2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.

2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.

2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. Utilities. The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

**3. MnDOT's Duties**

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. **Project Activities.**

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

**4. Time**

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

**5. Payment**

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.

5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).

5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.

5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).

5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds

5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.

5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of

federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the **end date** of the period of performance for each project. MnDOT 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 funds will continue following project closeout.

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

**7. Authorized Representatives**

7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government's Authorized Representative is:

Name: Matt Clark or his successor.

Title: Chaska City Engineer

Phone: 952-227-7522

Email: mclark@chaskamn.com

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

**8. Assignment Amendments, Waiver, and Agreement Complete**

8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

8.2. **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.

8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

**9. Liability and Claims**

9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

**10. Audits**

10.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT 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. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

10.3. If Local Government expends $750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

**11. Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government 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 the Local Government or MnDOT.

**12. Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT 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 MnDOT's obligation or responsibility.

**13. 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.

**14. Termination; Suspension**

14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT 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 the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:

14.3.1. It does not obtain funding from the Minnesota Legislature; or

14.3.2. 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 Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT 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. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

14.4. **Suspension.** MnDOT 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 Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

**15. Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

**16. Fund Use Prohibited.** The Local Government 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 Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

**17. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government 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 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.

**18. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

18.1. **Remedies.** Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

18.2. **Termination.** All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

18.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public

Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

18.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

18.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

18.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.

18.11. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.12. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

18.13. **Federal Funding Accountability and Transparency Act (FFATA).**

18.13.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

18.13.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

18.13.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

18.13.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**City of Chaska**
Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By:_____

Title:_____

Date:_____

**DEPARTMENT OF TRANSPORTATION**

By:_____

Title:_____

Date:_____

**COMMISSIONER OF ADMINISTRATION**

By:_____

Title:_____

Date:_____

By:_____

Date:_____

**CITY OF CHASKA**
**CARVER COUNTY, MINNESOTA**

# RESOLUTION

**DATE 12/20/2021 RESOLUTION NO. 2021-93**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

**A RESOLUTION AUTHORIZING MnDOT TO ACCEPT FEDERAL FUNDS ON BEHALF OF THE CITY OF CHASKA FOR CONSTRUCTION ON TH 41**

**WHEREAS**, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Chaska to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.; and

**NOW, THEREFORE BE IT RESOLVED** the Mayor and the Clerk are hereby authorized and directed for and on behalf of the City of Chaska to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1048176", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 20th day of December 2021.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject:** **Financing Police and City Vehicles**

Prepared By: Noel Graczyk, Administrative Services Director

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**Background**

The proposed 2022 Budget includes purchasing vehicles for both police and building inspections. As an alternative to purchasing these vehicles directly, in the name of the City, City staff has reviewed a leasing option through Enterprise Fleet Leasing.

Benefits from leasing instead of purchasing vehicles include replacing vehicles on a regular schedule, provides amounts for annual budget planning, and captures resale value on returned vehicles. Leasing also provides the City with benefits by keeping the leased vehicle fleet under manufacture warranty and capturing safety improvements and fuel efficiently of newer vehicles on an regular rotation schedule.

City staff has identified 23 police vehicles and 5 building inspection vehicles that are anticipated to be purchased in the next five years that could be financed through financing with Enterprise Fleet Leasing. City staff have also contacted and reviewed fleeting leasing options with other cities and laws enforcement agencies and found that leasing of police squads have been favorable and supportive of both department service objectives as well as budget needs.

Attached is a prosed resolution as drafted by Nate Cannova, Bond Counsel with Dorsey & Whitney, LLP for issuance or lease debt. This resolution also provides for the Mayor and City Administrator to sign documents as needed to complete issuance of the proposed leasing financing.

**Recommendation**

Staff recommends approval of the proposed resolution to enter into a master lease agreement with Enterprise FM trust to finance, using lease financing, police and building inspection vehicles.

**CITY COUNCIL ACTION REQUESTED**

Motion to adopt Resolution Number 2021-95 Relating to the financing of Police and other City vehicles, authorizing the execution and delivery of a master equity lease agreement and related documents.

CERTIFICATION OF MINUTES RELATING TO
MASTER EQUITY LEASE AGREEMENT

Issuer: City of Chaska, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held December 20, 2021 at 7:00 p.m., local time, in the City Hall or electronically as permitted by and in accordance with applicable laws.

Members present:

Members absent:

Documents Attached:
Minutes of said meeting (including):

**RESOLUTION 2021-95**

RESOLUTION RELATING TO THE FINANCING OF POLICE AND OTHER CITY VEHICLES; AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUITY LEASE AGREEMENT AND RELATED DOCUMENTS

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

WITNESS my hand officially as such recording officer on December 20, 2021.

_____
City Administrator

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

**RESOLUTION 2021-95**

RESOLUTION RELATING TO THE FINANCING OF POLICE AND OTHER CITY VEHICLES; AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUITY LEASE AGREEMENT AND RELATED DOCUMENTS

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

Section 1. Authority; Purpose. The City is authorized by Minnesota Statutes, Section 412.211, to acquire, by lease or otherwise, such property as the purposes of the City may require. This Council hereby finds it in the best interest of the City to enter into a Master Equity Lease Agreement (the "Lease") with Enterprise FM Trust (the "Lessor") for the purpose of leasing police and building inspection vehicles (the "Property").

Section 2. Authorization of Lease. In order to lease the Property, the Council desires to enter into the Lease and related agreements, including but not limited to service, maintenance and auction agreements with the Lessor, Enterprise Fleet Management, Inc. or other parties. All action heretofore taken by any City officer or employee with respect to the Lease or related documents is hereby ratified and confirmed in all respects, and the Lease and such other documents relating thereto are hereby authorized.

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

Section 4. Execution. Upon completion of the Documents and the execution thereof by the other parties thereto, the City Administrator, the Mayor, the Assistant City Administrator, the City Clerk, or any other employee of the City acting under their direction and designated by them to act on behalf of the City, is hereby authorized individually to execute and deliver the Documents on behalf of the City. The same is hereby further authorized to execute, on behalf of the City, such other contracts, certifications, documents or instruments as Lessor or counsel to the City shall require, and all certifications, recitals, warranties and representations therein and in the Documents shall constitute the certifications, recitals, warranties and representations of the City. Execution of any contract, certification, document or instrument by one or more appropriate officers of the City will constitute and be deemed conclusive evidence of the approval and authorization by the City and the Council of the contract, certification, document or instrument so executed.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject: 2022 Fees**

Prepared By: Kevin Ringwald, Community Development Director

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**Background**

The fees for Development, Planning, Building Inspections and Fire relate to expenditures on the City's part that it would not have expended if the development activity did not occur. These fee's cover a variety of areas from infrastructure expenditures (ie., sewer, water, and park) to staff time involved in development review (ie., researching and writing staff reports) to administrative costs (ie., publishing public hearing notices). Generally speaking, the development fees imposed are in-line with what other communities charge.

**2022 Development, Planning, Building Inspection and Fire Fees**

City Ordinance provides that annually the City of Chaska will review its water, sewer, sanitary sewer, and storm sewer connection charges. It is recommended that the Development and Planning fees are generally being increased by two percent (2%), to cover increased costs and other inflationary factors for 2022. The changes to the fee structure would be effective January 1, 2022.

**CITY COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance 2021-1006, establishing the 2022 Development, Planning Application, Building Inspection, and Fire Fees.

**CITY OF CHASKA**
**ORDINANCE MC 2021-1006**

**AMEND CHAPTER 5 AND CHAPTER 11 OF THE CODE OF ORDINANCES TO INCLUDE 2022 DEVELOPMENT FEES**

**WHEREAS,** the City Staff reviews the City's fees on an annual basis; and

**WHEREAS,** review of these fees have recently been completed; and

**WHEREAS,** it is recommended that the fees be increased to cover increased costs and other inflationary factors for 2022; and

**WHEREAS,** staff recommends an adjustment in the fees, to offset expenditures in the provision of these services, said fee increases to become effective January 1, 2022.

**NOW THEREFORE,** be it ordained by the Council of the City of Chaska, in the State of Minnesota, as follows: Chapter 5 and Chapter 11 be amended to include development fee changes.

**SECTION 1:** **AMENDMENT** "5 Licenses And Business Regulations" of the City of Chaska Municipal Code is hereby *amended* as follows:

AMENDMENT

5 Licenses ~~And~~, Business Regulations, And Administrative Fees

**SECTION 2:** **ADOPTION** "5.01 Policy, Purpose And Application Of Chapter" of the City of Chaska Municipal Code is hereby *added* as follows:

ADOPTION

5.01 Policy, Purpose And Application Of Chapter*(Added)*

**SECTION 3:** **ADOPTION** "5.01.010 Policy And Purpose Of Chapter" of the City of Chaska Municipal Code is hereby *added* as follows:

ADOPTION

5.01.010 Policy And Purpose Of Chapter*(Added)*

By the enactment of this chapter, the city council intends to establish fees for licenses, permits and administrative fees required by this Code.

**SECTION 4:** **ADOPTION** "5.01.020 Application Of Chapter" of the City of Chaska Municipal Code is hereby *added* as follows:

A D O P T I O N

5.01.020 Application Of Chapter*(Added)*

Where a direct conflict exists between the amount of a license or fees set by any provision of this Code and a fee set by this chapter, the fee set by this chapter applies.

**SECTION 5:** **ADOPTION** "5.48 Administrative Fees" of the City of Chaska Municipal Code is hereby *added* as follows:

A D O P T I O N

5.48 Administrative Fees*(Added)*

The following charges are for various area, connection, and planning application/processing fees required by this Code and are set forth as follows:

**SECTION 6:** **ADOPTION** "5.48.010 Development Area Fees" of the City of Chaska Municipal Code is hereby *added* as follows:

A D O P T I O N

5.48.010 Development Area Fees*(Added)*

Development Area Fees:

| | |
|---|---|
| Water Area | $2,730 per acre |
| Sanitary Sewer Area | $3,664 per acre |
| Storm Water Area - Commercial | $19,045 per acre |
| Storm Water Area - Industrial | $13,173 per acre |
| Storm Water Area – Single Family Residential | $8,287 per acre |
| Storm Water Area – Multi-Family Residential | $11,217 per acre |
| Park Dedication – Commercial & Industrial | $11,810 per acre |
| Park Dedication – Single Family & Duplex | $4,080 per unit |
| Park Dedication – Multi-Family/ 3 or more units | $1,876 per unit |
| Trails – One & Two family dwellings | $454 per unit |
| Trails – Townhouse (detached) | $363 per unit |
| Trails – Townhouse (attached) | $363 per unit |
| Trails - Apartments | $276 per unit |
| Trails - Commercial & Industrial | $1,360 per acre |
| Underground Electrical – Single Family | $333 – $473 per lot |
| Street - Name Sign | $66 each |
| Street - Traffic Sign | $200 each |

**SECTION 7:** **ADOPTION** "5.48.020 Connection Charges (Paid With Building Permit)" of the City of Chaska Municipal Code is hereby *added* as follows:

A D O P T I O N

5.48.020 Connection Charges (Paid With Building Permit)*(Added)*

Connection Charges (Paid With Building Permit):

| | |
|---|---|
| Water Connection | $4,578 per SAC unit |
| Sanitary Sewer Connection | $3,756 per SAC unit |
| Metropolitan Council Environmental Service (MCES) SAC | $2,485 per SAC unit |

**SECTION 8:** **ADOPTION** "5.48.030 Planning Application And Processing Fees" of the City of Chaska Municipal Code is hereby *added* as follows:

A D O P T I O N

5.48.030 Planning Application And Processing Fees*(Added)*

Planning Application And Processing Fees:

| Case Type: | Application Fee | Plus | Processing Fee |
|---|---|---|---|
| Concept Plan/Rezoning/Comprehensive Plan amendment – residential (1-10 units) | $448 + $12.36/unit | + | $396 |
| Concept Plan/Rezoning/Comprehensive Plan amendment – residential (11+ units) | $619 + $12.36/unit | + | $396 |
| Concept Plan/Rezoning/Comprehensive Plan amendment – Commercial/Industrial (0-3.0 acres) | $619 + $66.80/acre | + | $630 |
| Concept Plan/Rezoning/Comprehensive Plan amendment – Commercial/Industrial (3.1+ acres) | $826 + $66.79/acre | + | $630 |
| Preliminary Plat | $619 + $25.49/acre + $12.03/lot | + | $1,279 |
| Final Plat | $242 + $7.59/lot | + | $741 |
| Variance (residential) | $192 | + | $404 |
| Variance (commercial/industrial) | $323 | + | $476 |
| Variance (with site & building plan review) | $192 | + | $0 |
| Lot consolidation/division or vacation (residential) | $192 | + | $242 |
| Lot consolidation/division or vacation (commercial/industrial) | $323 | + | $469 |
| Special Use Permit – residential | $248 | + | $397 |
| Special Use Permit – commercial/industrial | $385 | + | $741 |
| Special Use Permit – pylon sign | $256 | + | $242 |
| Special Use Permit – dish antenna/tower | $192 | + | $242 |
| Site & Building Plan – single family & townhouse | $358 + $8.71/unit | + | $899 |
| Site & Building Plan – addition (multi-family) | $245 | + | $500 |
| | | | |

| | | | |
|---|---|---|---|
| Site & Building Plan – addition (commercial/industrial) | $385 | + | $741 |
| Site & Building Plan – new (multi-family) | $486 + $18.57/unit | + | $899 |
| Site & Building Plan – new (commercial/industrial) | $620 | + | $1,241 |
| Mining/Filling | $692 | + | $0 |
| PUD's – Residential (Concept) | $612 + $12.61/unit | + | $741 |
| PUD's – Residential (Preliminary) | $385 + $12.61/acre | + | $486 |
| PUD's – Residential (Rezoning) | $385 + $12.61/acre | + | $486 |
| PUD's – Residential (Final) | $242 + $5.09/acre | + | $388 |
| PUD's – Other (Concept) | $869 + $25.49/acre | + | $1,234 |
| PUD's – Other (Preliminary) | $496 + $12.61/acre | + | $871 |
| PUD's – Other (Rezoning) | $498 + $12.61/acre | + | $871 |
| PUD's – Other (Final) | $237 + $8.44/acre | + | $397 |
| Mailing List (preparation) | $0 | + | $121 |
| Sign Permit (wall sign) | $102 | + | $0 |
| Sign Permit (monument sign) | $204 | + | $0 |

**SECTION 9:** **AMENDMENT** "11.04.060 Table 1-A Building Permit Fees" of the City of Chaska Municipal Code is hereby *amended* as follows:

AMENDMENT

11.04.060 Table 1-A Building And Fire Permit Fees

Permit fees shall be assessed for work governed by this Code in accordance with the fee schedule adopted by the City of Chaska in Code of Ordinances, Table 1-A and included in this ordinance. When submittal documents are required, a plan review fee shall be collected at 50% for residential plans and 65% for commercial/industrial plans of the normal building permit fee. The plan review fees specified in this section are separate fees from the permit fees specified and are in addition to the permit fees. In addition, a surcharge fee shall be collected on all permits issued for work governed by this Code in accordance with Minn. Stat. § 326B.148.

**Table 1-A: Building Permit Fees**

| **Total Valuation** | **Fee** |
|---|---|
| $1.00 to $500.00 | ~~$23.50~~$28.00 Minimum $60 plus State Surcharge |
| $501.00 to $2,000.00 | ~~$23.50~~ $28.00 for the first $500.00 plus ~~$3.05~~ $3.70 for each additional $100.00, or fraction thereof, to and including $2,000.00. |
| $2,001.00 to $25,000.00 | ~~$69.25~~ $83.50 for the first $2,000.00 plus ~~$14.00~~ $16.55 for each additional $1,000.00, or fraction thereof, to and including $25,000.00. |
| $25,001.00 to $50,000.00 | ~~$391.25~~ $464.15 for the first $25,000.00 plus ~~$10.10~~ $12.00 for each additional $1,000.00, or fraction thereof, to and including $50,000.00. |
| $50,001.00 to $100,000.00 | ~~$643.75~~$764.15 for the first $50,000.00 plus ~~$7.00~~ $8.45 for each additional $1,000.00, or fraction thereof, to and including $100,000.00. |
| $100,001.00 to $500,000.00 | ~~$993.75~~ $1,186.65 for the first $100,000.00 plus ~~$5.60~~ $6.75 for each additional $1,000.00, or fraction thereof, to and including $500,000.00. |
| $500,001.00 to $1,000,000.00 | ~~$3,233.75~~ $3,886.65 for the first $500,000.00 plus ~~$4.75~~ $5.50 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00. |
| $1,000,001.00 and up | ~~$5,608.75~~ $6,636.65 for the first $1,000,000.00 plus ~~$3.65~~ $4.50 for each additional $1,000.00, or fraction thereof. |
| | |
| | |

**State Surcharge Computation**

| Construction Value Range | Surcharge Computation |
|---|---|
| Up to $1,000,000.00 | .0005 x Valuation |
| $1,000,001.00 to $2,000,000.00 | $500.00 + .0004 x Valuation - $1,000,000.00 |
| $2,000,000.00 to $3,000,000.00 | $900.00 + .0003 x Valuation - $2,000,000.00 |
| $3,000,000.00 to $4,000,000.00 | $1,200.00 + .0002 x Valuation - $3,000,000.00 |
| $4,000,000.00 to $5,000,000.00 | $1,400.00 + .0001 x Valuation - $4,000,000.00 |
| $5,000,000.00 or more | $1,500.00 + .00005 x Valuation - $5,000,000.00 |

**Flat Fees**

| | |
|---|---|
| Re-Roof | $95.00 + State Surcharge |
| Re-side | $95.00 + State Surcharge |
| Windows/Doors | $95.00 + State Surcharge |
| Plumbing - residential existing | $60.00 Minimum + State Surcharge (using 1.5% of value) |
| Plumbing - residential new | $215.00 Minimum + State Surcharge |
| Pools – above ground | $125.00 + State Surcharge |
| Pools – below ground | $300.00 + State Surcharge |
| Fireplace | $95.00 + State Surcharge |
| Basements (Finish/Remodel) | $16.00/square foot + State Surcharge |
| Decks (existing homes) | $20.00/square foot + State Surcharge |
| Manufactured Homes | $195.00 + State Surcharge |
| House – move | $200.00 + State Surcharge |
| House – demolition | $125.00 + State Surcharge |
| Minimum Building Permit Fee | $60.00 |
| Technology (Fee) | $5.00/permit |

**New Home Permit Valuation**

| | |
|---|---|
| Housing - attached | $109.00/square foot |
| Housing – detached | $118.00/square foot |
| Basement - finished | $30.00/square foot |
| Basements – unfinished/crawl space/slab on grade | $22.00/square foot |
| Garage – wood frame | $45.00/square foot |
| Garage – slab on grade | $22.00/square foot |
| Porch – 3 season | $47.00/square foot |
| Porch – screen porch | $32.00/square foot |
| Porch – front stoop | $32.00/square foot |
| Decks (new homes) | $15.00/square foot |
| Fence (zoning permit) | $10.00 |
| Residential Mechanical/Plumbing | 1.5% of value |
| Commercial Mechanical/Plumbing | 1.50% of value |
| | |

**Other Inspections and Fees:**

A. Inspections outside of normal business hours (per hour) (minimum charge—two hours) ..... $47.00 [1]
B. Reinspection fees assessed under provisions of CMCO 11.04.020 (per hour) ..... $47.00 [1]
C. Inspections for which no fee is specifically indicated (per hour) (minimum charge—one-half hour) ..... $47.00 [1]
D. Additional plan review required by changes, additions or revisions to plans (per hour) (minimum charge—one-half hour) ..... $47.00 [1]
E. For use of outside consultants for plan checking and inspections, or both ..... Actual costs [2]

[1] Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

[2] Actual costs include administrative and overhead costs.

F. -

**Rental Dwelling License Fee**

| | |
|---|---|
| Single Family Dwelling | $85.74 for entire dwelling |
| Duplex Dwelling | $139.33 for entire dwelling |
| Triplex Dwelling | $171.48 for entire dwelling |
| Four-Plex Dwelling | $203.63 for entire dwelling |
| Multi-Family Dwelling 5-11 units | $203.63 for first five units plus $42.87 each additional unit |
| Multi-Family Dwelling 12 or more units | $621.65 for first twelve units plus $42.87 each additional unit |
| Late fee (March 1st until April 1st) | 50% of rental license fee |
| Late fee (after April 1st) | 100% of rental license fee |

(Ord. No. 970, Sec. 1, 11/18/19)

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

_____
Mark Windschitl, Mayor, City of Chaska

Attest

_____
Denise Beebe, Senior Clerk City of Chaska

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject:** **Authorize Memorandum of Agreement with Carver County for Highway 41 and 61 Improvement Project**

Prepared By: Noel Graczyk, Administrative Services Director

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**Background**
The City and Carver County jointly have developed plans and specifications for the Trunk Highway 41 and County State Aid Highway 61 project in Chaska and will execute a Joint Powers Agreement to define project responsibilities and cost sharing. Prior to completion of the Joint Powers Agreement, the County has agreed to reimburse the City for $5 million in incurred project design costs and pending right of way costs.

In order to facilitate payment of the $5 million to the City in 2021, the County has asked that the City approve a Memorandum of Agreement (MOA) between the City and Carver County. Attached is the proposed MOA as drafted by the County.

**Recommendation**
Staff recommends approval of the MOA that funds project expenditures incurred in 2021 and funds pending right of way costs to be incurred 2022.

**CITY COUNCIL ACTION REQUESTED**
Motion to approve Memorandum of Agreement between City of Chaska and Carver County for financing the Highway 41 and 61 Improvement project and authorize the Mayor and City Administrator to execute the agreement.

# Memorandum of Agreement between
# City of Chaska and County of Carver
# for Financing the Highway 41 and 61 Improvement Project

THIS MEMORANDUM OF AGREEMENT ("**MOA**") is made and entered into this _____ day of _____, 2021, by and between the City of Chaska, a local government unit and political subdivision of the State of Minnesota, ("**City**"), and the County of Carver, a political subdivision of the State of Minnesota, ("**Carver County**"). City and Carver County are referred to collectively hereinafter as the "**Parties**."

WITNESSETH:

WHEREAS, the Parties have developed plans and specifications for Project SP 1008-87 for improvements to Trunk Highway 41 and County State Aid Highway 61 in Chaska, MN (**"Project")**;

WHEREAS, the parties will execute a Joint Powers Agreement to define the responsibilities and cost share of the Project;

WHEREAS, the funding for the project comes for state and federal grants, the Department of Transportation, the County Turnback fund, as well as City and County funds;

WHEREAS, the majority of the funding for the project will not be available until after the construction letting, however, the City needs funds prior to letting to pay for project development and right of way acquisition;

WHEREAS, the County has agreed to upfront a portion of its share of the Project cost to the City to assist with these expenses;

NOW THEREFORE, the Parties acknowledge that the Joint Powers Agreement for the Project will determine the final cost share for the Project;

AGREEMENT:

A. Payment. The County agrees to pay the City $5 million on execution of this agreement and receipt of an invoice from the City.

B. Indemnification. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. It is understood and agreed that


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the Carver County's liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law.


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***City of Chaska***

_____
Mayor, City of Chaska

Date:_____

***Attest:***

_____
Administrator

Date:_____

***County of Carver, Minnesota***

_____
Tim Lynch, Chair of Carver County Board of Commissioners

Date:_____

***Attest:***

_____
Dave Hemze, Carver County Administrator

Date:_____


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# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject:** **Oak Ridge – Preliminary Site & Building Plan, Preliminary Plat & Rezoning**

Applicant: RCS-RCA Oak Ridge LLC

Location: 1 Oak Ridge Drive; west of Highway 41, North of Twin Cities & Western Railroad

Case No.: 2021-08

Synopsis: Applicant seeks to obtain approval of a preliminary site & building plan, preliminary plat and rezoning for the preservation of the Oak Ridge Conference Center, multi-family residential, and a Costco on 67 acres on the Oak Ridge property

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution and Ordinance

## BACKGROUND

In December 1987 the Concept Plan, Rezoning, Preliminary Plat and Final Plat for the IDS Learning Center facility was approved. This approval showed the construction of a learning center building totaling approximately 170,000 square feet in floor area, with a total build-out of 199,000 square feet. The building has ultimately shifted from the IDS Learning Center to its current use as the Oak Ridge Hotel and Conference Center. The area surrounding the conference center has remained undeveloped for years.

The Concept Plan for Oak Ridge was approved in March 2020. At this time the concept plan proposed the preservation of the conference center, a new multi-family apartment on the northwest portion of the site, a new senior housing campus on the south portion of the site, and a new commercial building on the east side of the site.

In May of 2020, an Environment Assessment Worksheet (EAW) was prepared and published in the Environmental Quality Boards publication for public comments. Comments were received and responses have been provided to staff for review and finalization of the EAW document and negative declaration. The negative declaration for an EIS was approved in August 2020.

In August 2021, the Concept Plan Amendment was approved. This included a revision to the senior campus site to be multi-family residential, and a revision to the northwest multi-family apartment site to be a stormwater pond.

The development team and the city have been working with MnDOT for over two years to ensure that the access to (and from) this site is safe and efficient. The review of these designs also considered the "upstream" and "downstream" impacts along TH 41. Additionally, the design options and ultimately the MnDOT preferred design (a roundabout @ Peavey as shown on the site plan) have been reviewed by all of the MnDOT functional groups, not only in their Metro Office, but also the State Office in Saint Paul.

Tonight we are moving forward with the preliminary site plan for the existing conference center, the new multi-family residential, and the new Costco. Preliminary Plat and Rezoning will also be done for the entire Oak Ridge site.

**COMPREHENSIVE PLAN**

The 2040 Comprehensive Plan recently got adopted and guides the subject property as Mixed Residential. The Mixed Residential designation in the Comprehensive Plan is designed to create land uses for residential, commercial, office, park, civic, and open space. The plan proposed is consistent with this.

**CURRENT REQUEST**

The request is for Preliminary Site & Building Plan, Preliminary Plat and Rezoning for the preservation of the Oak Ridge Conference Center, multi-family residential proposed by Continental, and a Costco on the Oak Ridge property. A new highway access is proposed on the northeast corner of the site to connect into Highway 41 in addition to the existing Highway 41 access in the middle of the site remaining.

**Project Goals.** The applicant stated their project goals as:

- Fully develop the +/- 67 ac. of the Oak Ridge Conference Center property, under the original vision that was established for the property to be an active community hub.
- Expand the tax base of Chaska by providing a higher land values and opportunities for employment growth.
- Preserve the unique environmental features of the site.
- Assure the Oak Ridge Center Facility is a viable business.
- Adhere to the general guidelines of the Chaska Comprehensive Plan and PMD 4 zoning.
- Provide an area for workforce or market-rate apartments to meet the demand of Chaska's growing work force.
- Enhance the aesthetic image and safety of the Highway 41 corridor.
- Enhance the trail system through the development and have key connection to the public trail system.

**Site Data**

| | |
|---|---|
| Existing Use: | Hotel/Conference Center and the remaining area as Vacant |
| Comprehensive Plan: | Mixed Residential |
| Zoning: | PMD-4 (being rezoned) |
| Floor to Area (FAR): | 0.75 |
| Building Coverage: | Max 30% |
| Size: | 66.8 acres |
| Steep Slopes: | South, West and North sides of property |

| | |
|---|---|
| Vegetation: | Vegetation occurs mainly along the south, west and north sides of the property |
| Wetlands: | Southwest area of site |
| Shoreland: | 50 feet from ordinary high water mark of Chaska Creek |
| Utilities: | All utilities are available to service property |
| Road Access: | Highway 41 |

| Surrounding Area | | | |
|---|---|---|---|
| **Direction** | **Existing Use** | **Comp Plan** | **Zoning** |
| North | Big Woods Lake & Light Industrial | Open Space/Industrial | Park & Industrial |
| East (across TH 41) | Industrial | Industrial | Industrial |
| South | Twin Cities & Western Railroad, and Senior Housing | Mixed Residential | PRD |
| West | McKnight Lake & Rural Residential | Open Space/Rural Residential | Park & RR-2 |

**Existing Conditions.** The property was developed into the existing 171,000 square foot hotel and conference center back in 1987. There are 222 parking spaces. The conference center was set into the hillside along Lake McKnight to take advantage of the lake views and to set the building back into a somewhat secluded area of nature. The original intent of this development was to make this site a corporate retreat, so seclusion was a key component in the original design. The conference center is designed to look like an institutional facility as you approach the building from highway 41, but the lake side of the building has the stunning floor to ceiling glass wall to bring a part of the natural scenery into the complex.

Steep slope areas comprise about +/- 11.3 acres of the property and leave only 55.5 acres of developable land mainly along highway 41. As noted above, vegetation mainly exists along the south, west and north areas of the site.

Access to the site is currently served by one access point from Minnesota Highway 41 just off the curve of the bridge across the railroad.

**The 3 Lots.** For the purposes of review, we will break down the site into the 3 lots as shown in the Preliminary Plat. The 3 lots are: Lot 1, Block 1, the Oak Ridge Conference Center/Hotel; Lot 2, Block 1, for Costco; and Lot 3, Block 1, the Multi-Family Residential use proposed by Continental. Further below will be an overall section on the development looking at the shared elements of the site and the elements that effect the development at large.

***1. Lot 1, Block 1: Oak Ridge Conference Center/Hotel (~23 acres).*** The Oak Ridge Conference Center/Hotel building is planning to remain, however, they have "closed their doors" as of September 23, 2020. The building is currently vacant, and there is no identified end user for the building at this time. The building is approximately 171,000 square feet in size and has 222 parking stalls. The only noticeable change for this site is the orientation of parking in front of the building. Parking will be realigned/added on the north,

northeast, east, and south areas of the building. They are proposing a total of 306 parking stalls with the new parking improvements that the facility would have access to.

**Staff notes:**

- Comprehensive Plan. The conference center/hotel use complies with the comprehensive plan.

- Use & Parking. The proposed hotel/conference center would meet the need for the former use of the building as a hotel/conference center, where 294 spaces are required by code. The applicant has iterated in previous discussions and studies that the conference center could change in use in the future, specifically for office use. If that were to occur then changing a 171,000 square foot building to solely office would require 684 parking stalls, which well exceeds the 306 parking stalls proposed on this site. The applicant has completed a traffic study stating that a three-story parking ramp could be constructed to provide the site a total of 566 parking stalls, which is still below the 684 parking stall requirement. The developer will need to make changes to the site plan to accommodate (i.e. show in proof of parking) that they will meet parking requirements. A conditional use permit (CUP) would also be required if a parking ramp were pursued. Lot 1, Block 1 will provide a list of permitted uses in the zoning that staff deems acceptable to occupy the existing building. The zoning may, or can, be re-evaluated in the future should someone come in to propose a new use in the zoning or change to the building that deems acceptable for the intent of the zoning and meets site planning requirements.

- Parking Lot Entrances. In the concept plan it was iterated that the entrances into the new Oak Ridge parking lot layout need to line up with adjacent parking lot entrances on the site. The applicant has made this change in their preliminary site plan. The main entrance into the Oak Ridge parking lot will align with one of Costco's parking lot entrances. The other parking lot entrances proposed for Oak Ridge do not appear to be in conflict with traffic circulation on the site. The entrance location, size and configuration would appear to be adequate for the existing use on this site.

- Landscaping and Landscape Islands. The table below indicates the landscaping requirements for this site and how the applicant meets or does not meet them:

| LOT 1, BLOCK 1 LANDSCAPING | | |
|---|---|---|
| | **Required** | **Proposed** |
| Overstory Trees | 534 caliper inches | 188 caliper inches provided (166 trees) + 1,149 caliper inches existing = 1,350.5 caliper inches |
| Understory Trees | 16 | 23 |

| | | |
|---|---|---|
| Shrubs | 570 | 313 |

Based on the above, the landscaping provided for the existing building is more than sufficient. The shrub count is below the required threshold, however, the existing trees and provided trees more than make up for this discrepancy.

With the new orientation of the parking lot there are a couple new parking areas being created. With that, landscape islands are required for all newly created parking lots. The northerly and southerly added parking lots have incorporated parking lot islands that well exceed ordinance requirements.

- Lighting. The new parking layout will incorporate new lighting within it. The parking lots are proposing light poles at 30 feet high, which is within ordinance requirements for this site. In addition, light foot candles and fixtures will meet ordinance.

***2. Lot 2, Block 1, Retail Site for Costco (~16 acres).*** The Costco site is shown on the east portion of the site shows a building of approximately 164,500 square feet in size that abuts Highway 41. The use of the building is a member-only warehouse (quasi-retail) user with a liquor store. In addition, they are also proposing a fuel station just northerly of the main building. Costco will bring approximately 150-200 both full time and part time employment opportunities. The large retail building is positioned adjacent to Highway 41 similarly to other big box retail in the area. It should be noted that the orientation of the building has changed since concept plan. The location is still in the same spot, however, the front of the building now faces north instead of west. The building was located based off existing grades and access points and positioned to hide it from lake views of adjacent or cross lots. Though strategic, the elevation relief between access is approximately 30 feet and the large retail building will require retaining walls and significant landscaping along Highway 41 to restrict views of the parking area from both Big Woods Lake and Highway 41.

**Staff notes:**

- Comprehensive Plan. The member-only wholesale (quasi-retail) use complies with the Comprehensive Plan.

- Building Materials/Design. The proposed building will be approximately 164,500 square feet in size, and approximately 31 feet in height at its highest point. The shape of the building is mainly rectangular but will have some recessions and protrusions in the front façade (north elevation) to provide for more interest. In addition, the architecture of the building incorporates a high level of details to tie into typical buildings found in Chaska as well as the palette found in the existing conference center building. The materials selected for this design respond to the larger scale of the building with appropriately proportioned structural brick units for appearance and constructability. The design is grounded with structural brick, reflecting the color of Chaska brick, comprising 42% of the building façade and is detailed with the use of limestone veneer and half-height split-face concrete masonry units to add texture and visual interest. Detailed vertical and horizontal articulation are represented through color, corbelling, soldier coursing and textured banding while larger scale movements are represented through the use of parapet steps and variable brick massing heights. The remainder of the

façades are comprised of high-quality architectural metal panels in two colors complimentary to the brick and masonry. The warehouse entry is a focal point to the site and the design incorporates pedestrian scaled detailing and the use of glass.

The City of Chaska has certain building design and material requirements for commercial buildings. A portion of it is stated as follows:

*"Office, Commercial, Public and Institutional buildings shall use at least three (3) Class I materials and shall be composed of at least seventy (70) percent Class I materials and shall not exceed thirty (30) percent Class II or Class III materials."*

| **Building Materials** | |
|---|---|
| Class I | Glass, brick, Architectural Metal Paneling (2 colors), and Limestone (97%) |
| Class II | Concrete Panels (3%) |
| Class III | Not provided |
| **CLASS I REQUIRED** | 70%; three different materials |
| **CLASS II REQUIRED** | Shall not exceed 30% |
| **CLASS I PROVIDED** | 97%; four different materials |
| **CLASS II PROVIDED** | 3%; one material |

Based on the above, the building is meeting the commercial standards. It should be noted that the structural brick proposed is a utility brick. By ordinance this is considered a Class II material (modular brick is Class I), however, staff is amenable to this type of brick being used on this size of building as it is more scale-appropriate, and the use of the building is more reminiscent of industrial/warehousing where such material is more acceptable. Similar scaled buildings, Super Target and Home Depot, also applied this type of brick so it would not be out of the ordinary of what is already seen in the community.

- Fuel Station. A fuel station is proposed on the northeast corner of the site. This fuel station will be accessed through the proposed parking lot of Costco. A warming hut with restroom will be provided for the fuel facility attendants. It should be noted that there is no convenience store proposed for the fuel facility. The fueling facility will initially provide for four islands with 12 dispensers allowing for 24 pumping locations. The fueling facility area has been designed with room to extend the islands if needed in the future, which will allow an expansion of four more pumps providing for an additional 8 pumping locations. In the ultimate configuration the fueling facility will provide a total of 32 pumping locations. The fuel canopy will be designed to match the principal building by incorporating Chaska colored brick on the support structures.

- Outdoor Gathering Place. These large retail areas are enhanced by having well placed and designed outdoor gathering places (someplace to take a break or eat your lunch).

The plan is showing an outdoor gathering place on the northeasterly side of the building that will be encompassed with a picnic table, benches and landscaping.

- Loading Dock. There is a loading dock proposed on the northeast portion of the building. This portion of the building is more exposed to the Highway 41 edge. The loading dock will be gradually recessed into grade approximately 4 feet. A 3.5 foot screen wall will sit above this recession to provide for additional screening. Berming is also proposed on the east edge of the property (up to 7 feet high near the loading dock area) that will help screen the parking lot and loading dock areas. A site section drawing shows how the berm and landscaping will provide adequate screening to the loading dock area. If the berming cannot be completed as shown (due to the berming being in MnDOT ROW and their requirements may modify this area differently), then this screen wall will have to be compensated appropriately to screen the trucks.

- Screening along Highway 41. Because of the high visibility from Highway 41 the building will have to provide a high level of landscaping and screening on this edge to help soften up the building and the parking lot. A mixture of articulative architecture and landscaping/berming will be important. The plans are showing the inclusion of a berm ranging in height up to 7 feet tall as well as a mixture of evergreen trees up to 12 feet tall. A section drawing shows how the berm and landscaping will provide adequate screening from the highway for the loading dock, parking, and the generator compactor area. As stated before, if this berm is not able to be implemented as proposed then more height compensation has to take place with the loading dock screen wall.

- Landscaping and Landscape Islands. The table below indicates the landscaping requirements for this site and how the applicant meets or does not meet them:

| **LOT 2, BLOCK 1 LANDSCAPING** | | |
|---|---|---|
| | **Required** | **Proposed** |
| Overstory Trees | 1,028 caliper inches (284 trees) | 725 caliper inches (166 trees) + 17.5 caliper inches (7 ring road trees added) = 742.5 caliper inches |
| Understory Trees | 71 | 71 |
| Shrubs | 548 | 1,605 |

According to the table above the applicant is insufficient in meeting the overstory requirement on this lot. However, the applicant has generally maxed out every green area of the site. The applicant has also provided larger plantings (thirty-five 12' evergreens) in order to try to compensate for the insufficiency. This size of building (over 24 feet in height) requires double the landscaping as it is considered a two-story building. If the building was a "one-story" building, then the proposed landscaping would exceed the requirements of code by 211 caliper inches. The landscape ordinance

is a sliding scale so the larger the building the larger the landscaping requirements; the other site requirements get larger as well (ie. parking, ponding, utilities). In regards to that, it becomes more challenging in trying to balance out all the required elements. Rather than squeezing additional landscaping onto the site purely to meet the numerical requirement, the applicant has looked at the landscape plan holistically to see what works for the property and the intent of the ordinance. As such they focused on a dense landscape design and placed the larger trees around the perimeter of the property, specifically along Highway 41 and along the rear of the main building. There doesn't appear to be other areas of opportunity that can be explored to place more trees on the site, and it appears that the applicant has put their best foot forward in order to get close to the landscape requirements. Because of this staff is comfortable with what is shown for landscaping. It should be noted that Costco is willing to place trees within the right-of-way (ROW) of Highway 41 if MnDOT would be acceptable to this. If so, it will allow for more plantings to enhance the site.

Landscape islands will also be incorporated throughout the parking lot of the site (proposing 10% of parking area). The planting islands meet the City's planting island requirement to provide at least 10% of the parking area for such.

- Parking. parking spaces are proposed as a part of Lot 1, Block 1's site plan. The following chart summarizes the overall parking demand on the site, based on the approximated sizes of the conceptual uses.

| Uses | Approx. Size | Code Req. | Est. Parking Req. |
|---|---|---|---|
| Retail | 164,545 sf | 1ps/200 sf (5ps/1,000 sf) | 823 parking spaces |
| | | **REQUIRED** | **823 parking spaces** |
| | | **PROVIDED** | **779 parking spaces** |

According to this table the applicant is not meeting the required amount of parking spaces needed for a retail use. However, Costco is a member-only warehouse (quasi-retail) and is not the same as other big box retailers (i.e. Super Target). Staff has done numerous field studies at other twin cities' Costcos to understand the parking need appropriate for this type of use. Staff visited the Eden Prairie, Saint Louis Park, and Eagan Costcos over a period of time and at various times of days (week days/evenings and weekends). The conclusion showed that these stores averaged out to use a maximum of 3.4 parking stalls per 1,000 square feet of building space. The proposed Chaska Costco is showing 4.7 stalls per 1,000 square feet. Because of this staff is very comfortable with the parking provided even though it falls slightly short of the parking code requirement for a typical retailer. The proposed zoning for this site will reflect a member-only warehouse as a permitted use and not a general retailer.

- Retaining Walls. There are several retaining walls proposed around the perimeter of the Costco site. The reason for this is due to the significant grade change that occurs in the northeast portion of the site, as well as providing a safe and level approach for the new private loop street, and intersection/development entrance at Peavey Road and Highway 41. The most significant of the retaining walls is located on the northeast corner of the Costco site that faces Highway 41 and the private loop street. At its tallest point it will

be 24 feet tall. It will taper in height as it wraps around on the corner on both sides. Tiers will be provided to help break up the massing appropriately and meet the City's retaining wall ordinance. In addition, landscaping (trees and shrubs) will be adorned around the perimeter to help soften the edge. The wall will be made of modular concrete block, which is consistent in all retaining walls proposed on site. The northeast corner of the wall will also be the location for development signage. In sum, the retaining walls will meet the City's ordinance.

- Cart Corral. Cart corrals have been delineated on the Costco site plan. The carts are collected throughout the day, and all carts will be brought inside the building at the end of the day. There will be no overnight storage of carts.

- Lighting. The lighting plan shows the inclusion of light poles in the parking lot at 36.5 feet in height. The lighting ordinance only allows a maximum of 35 feet in height. The final plans will have to reflect a lighting plan that meets this requirement.

- Mechanical Equipment Screening. Screening of rooftop units is achieved with building parapets. Site sections have been provided to depict the line of sight taken from the opposite side of the roads to reflect that rooftop units will be screened. After construction, should a small portion of a roof top unit be visible, the applicant states that the unit will be painted to match the wall directly adjacent. The operation and placement of the building on the site locates the side of the load dock, the compactors and transformer along Hazeltine Boulevard (Truck Highway 41). To screen the visibility of these elements, the landscaping has been thoughtfully designed and sections from Hazeltine have been provided to reflect this condition.

- Signage. Free-standing monument or pylon signs are not proposed by Costco as they prefer to rely on the building wall and fuel facility canopy signage to identify the property and store. Wall signage is intentionally located and sized proportionally to the façade for off-site visibility and on-site directional cueing. Signage size and locations are depicted on the architectural elevations and architectural site plan. There will be two development signs at both Highway 41 vehicle entrances into the Oak Ridge development that Costco could utilize should the opt for monument signage.

***4. Lot 3, Block 1, Multi-Family Residential by Continental (~28 acres).*** This area will consist of 280 units of market-rate dwelling units. The 280 units would be spread across 14 residential buildings at two-stories tall (20 units per building). There will be a variety of unit types with a total of 28 studio, 112 one-bedroom, 112 two-bedroom, and 28 three-bedroom units. Residents will have the choice between attached/direct-access garages, detached garages, or surface parking to fit their vehicular needs. In addition to the 14 residential buildings, the site will also offer a 4,630 square foot clubhouse, car care area, pet areas, and storage lockers. The development shows access off of the proposed private internal roadway that will loop the other uses of Oak Ridge out to Highway 41. The clubhouse is situated towards the main vehicle entrance off the loop road on the northeast portion of the site. The clubhouse will offer a fitness center, employee offices, indoor gathering space, and outdoor pool.

This area will be known as the "Springs at McKnight Lake".

Staff notes:

- Comprehensive Plan. This multi-family use meets the Comprehensive Plan.

- Building Materials/Design & Housing Diversity. The 14 residential buildings proposed are all two stories in height with 20 units in each. The materials proposed will be a mix of Hardie siding, brick masonry and glass. The applicant is showing that a Chaska brick color will be the masonry used on all buildings to better fit into the community, including the clubhouse building. Four color schemes are proposed among the buildings. An exhibit also shows how these color schemes will be organized on site. These buildings, by definition, are not required to meet certain Building Design and Materials as defined in ordinance, however, the applicant has provided plans/materials that do meet ordinance for multi-family.

  It was noted during the Concept Plan Amendment for this project that there is a Housing Policy in the City's comprehensive plan that states *"Continue to encourage limiting the number of townhouses of any one product line to approximately 75 units. Historically, townhouse projects in Chaska have limited their product lines to below this number, due to the smaller size of the parcels that were available. This limitation has helped provide the community with a variety of housing styles and prices and made the associations less vulnerable to downturns in any one product line due to changes in the buying pattern of the general public."* This policy has been consistently maintained in other townhouse-styled communities of Chaska, with approximately 75 or more units from the same development, can be seen mixed with other very different housing styles (ie. different townhouse designs, detached villas, rowhomes, single-family, apartments, etc).

  The style of these buildings and development reads very much as a townhouse styled product, with the individual exterior entrances and exterior corridor areas as opposed to an internal corridor/spine. Because of this, staff would interpret that the housing policy noted above would apply. In order to achieve the above, the development would have to integrate additional, and different, residentially designed products within the 280 units.

  The applicant has used the time after Concept Plan to work on the various designs for the buildings so that they read different from each other. The applicant has provided four different designs, as well as four different color schemes to differentiate the clusters of buildings (not one design will exceed the 75 unit threshold). They are known as Contemporary, Craftsman, Ranch, and Prairie. See below on how these various types will be organized and designed.




Building Scheme – Contemporary:



Most similar to the Clubhouse, the contemporary scheme draws on a large percentage of Chaska brick, contemporary panel siding and metal roof accents. The blues and grays echo the sky and waters of McKnight Lake and the white trim and garage doors adds contrast while providing clean and fresh look.

Building Scheme – Craftsman:



The craftsman scheme known for its large percentage of vertical board and batten siding will be another architectural scheme. A total of 8 dormers (four on the front and back) will break up the roofline and metal accents, including standing seam metal roofing on the dormers will add further architectural interest. Earth tones with a dark contrasting trim color will tie this scheme into the surrounding landscape and the other building schemes. Burgundy front doors offer a distinctive color that has been traditionally welcoming people home for years.

Building Scheme – Prairie:



The prairie scheme is characterized by long horizontal bands of material and the hipped roofs will provide more roof variation within the community. The Chaska brick grounds this scheme when applied in the low horizontal bands as shown and the green and beige color scheme really ties this building to the earth. A copper color front entry offers a nice pop of color while still being cohesive with a natural, earthy look.

Building Scheme – Ranch:



The ranch scheme, characterized by raised center roof line, will provide some height with the various schemes. Proposed to be located towards the middle of the site, the ranch scheme will anchor the community. Dark shake siding with the creamy Chaska brick will provide great contrast and offer a traditional & historic look further echoing a sense of place & community.

Based on the aforementioned, staff believes the applicant has incorporated an acceptable amount of changes in the 4 different designs to help differentiate them.

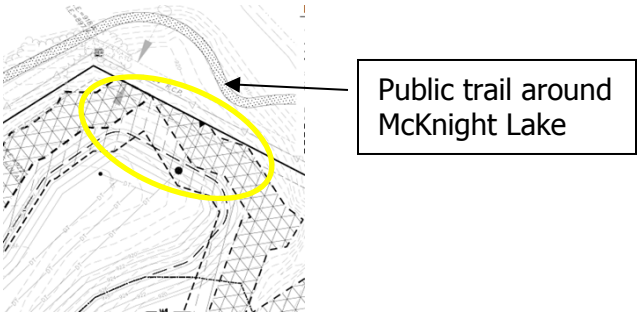
- Mechanical Equipment Screening. When visiting the Springs at Lakeville, staff noticed that mechanical equipment (ie. ac units) are primarily located on the ground level next to the building. Granted the development was newer and landscaping was just installed, the ac units were very prominent in terms of visibility. The applicant is proposing Mint Julep Junipers to be placed in strategic planting groupings to provide more effective screening. These plants have a maximum growing height of six feet with a typical spread of three feet. The Junipers are also evergreening, which means they will be more effective year-round in lieu of the grasses typically seen elsewhere.





- Security Gates & Perimeter Fencing. The concept submittal included a proposed site plan with a perimeter fence and automated entry-drive gates, a feature of the Springs brand. Preliminary feedback received was that fencing, and gates promoted a sense of division and exclusion from the broader community. Continental has removed the perimeter fence and gates from the site plan. Fencing and security gates remain around the pool and pet parks for child and pet safety.

- Relationship to McKnight Lake. The lake and trails sit well below this site and will have minimal viewsheds due to the buildings being two-stories tall. However, it will still be important to provide articulation in the landscaping and buildings so that what is seen from public view is well articulated. The stormwater area on the western side will be the closest element to the public trail and should also be landscaped around it so there is natural separation. The landscape plan does not show the inclusion of more trees in this area, so it will be important to show how this area is vegetated once a pond is installed and if there are areas to fill in.




- Usable Open Space & Amenities. Multi-family residential facilities require a level of usable open space (a minimum of 15% of the gross site area for this site). The applicant has indicated several amenity areas that will be provided such as the clubhouse, tot lot with a playground structure, outdoor grilling area, outdoor pool, and pet playground areas. The amenity areas will make up over 15% of the gross site area. The applicant states that their amenity areas are based on the resident demographics that occupy their communities, which is predominantly people between the ages of 20-34 (42%) and 35-49 (20%). Kids make up roughly 15% of the demographic according to their data. It was noted in the Concept Plan that having an amenity for children would be important due to the fact that this is physically secluded from adjacent child-friendly parks/amenities. The applicant is now showing a tot lot area adjacent to the proposed clubhouse.

  In addition, the Springs communities are all pet friendly. Each Springs community averages around 97 dogs. Because of this many of the amenities offered are targeted towards pets (ie. pet playgrounds and pet wash station).

  Because of the proximity of the lake and wooded areas, it would be beneficial to tie the usable open space areas to these elements via viewsheds. The applicant is now showing a paved trail to connect into the public trail around the lakes. In addition, they will be providing a mowed path around the southerly pond that residents can utilize.

- Parking, Covered Stalls & Turnarounds. The multi-family use will have to meet the City's multi-family residential parking requirement, which is 2 parking stalls per dwelling unit (280 dwelling units; 560 stalls required). The site plan is showing a total of 576 parking spaces, which exceeds the City's requirements. The breakdown of this is as follows:

    - Attached Garage Stalls: 112
    - Detached Garage Stalls: 30
    - Surface Parking Stalls: 433

  The amount of covered parking stalls (142) is lower than the total dwelling unit count (280). The applicant states that in the Metro Minneapolis market, the Springs properties average 50% garage to unit ratio. In other Springs communities the data shows that residents do not need covered/garage parking for every dwelling unit. Because of this the project only shows a less than one for one ratio on covered parking.

  Feedback received during the Concept Plan was that the covered parking ratio was too low, and that Continental should consider providing more covered parking. Continental believes that 50% covered parking is not only adequate but advantageous to the resident. By offering multiple different options (attached, detached, or surface parking), residents can select the option that makes the most sense for them. By providing a greater number of options, they provide their residents the ability to customize their living experience to best meet their needs. However, Continental did review the site plan and identify three locations to design for "future use" detached garages should the demand be greater than their demand expectations. These "proposed locations for future garages if needed" can be found on the Site Plan located in Exhibit C of Continental's narrative. If built, these future garages would provide approximately 18 more covered stalls, which would change the covered parking ratio from 50% to 57%. In addition to the proposed future garages, Continental prepared additional parking and snow storage exhibits located in Exhibit D to show the relationship between the buildings, available surface parking, and available snow storage. The Springs at McKnight Lake is designed to ensure not only all buildings have adequate parking, but that parking is located within a reasonable proximity. The additional stalls over and above the parking code will be also be used for snow storage in the winter months. Snow removal is contracted out to professional companies and snow loads will be pushed into these designated areas. In particularly heavy snow years, snow will be professionally removed off property to ensure adequate parking remains.

  As for comments regarding the twisting and turning nature of the site and the concern for emergency vehicles, Civil engineers have received specific emergency vehicle turning radius information from Chaska and had designed the site accordingly. Please see the civil plans for specific radii information and site design.

- Landscaping & Screening. The table below indicates the landscaping requirements for this site:

| LOT 3, BLOCK 1 LANDSCAPING | | |
|---|---|---|
| | **Required** | **Proposed** |
| Overstory Trees | 1,050 caliper inches (336 trees) | 517 caliper inches (132 trees) + 14 caliper inches existing = 531 caliper inches provided |
| Understory Trees | 84 | 105 |
| Shrubs | 461 | 1,622 |

According to the table above the site is not meeting the overstory requirement. It would appear that the applicant can focus on opportunity areas within the site to help bolster the caliper inch provision. One area (mentioned above) is to provide more layering on the west side where the proposed stormwater pond is so that screening can be achieved from the public trail. In addition, the proposed mowed path around the stormwater pond would be another opportunity area to help enhance the walking experience. And much like what was done with Costco's site, more trees that are bolstered in caliper inches can help towards the

Landscape islands are also provided throughout the parking lots. The site plan provides for landscape islands that meet code.

Along Highway 41 & the TC&W Railway trees were placed strategically along the site grading to create a natural buffer between the highway, railway, and the community. Mainly 12 foot tall spruce trees will be placed here, but there will also be a mix of shrubs, deciduous and ornamental trees. It should be noted that the railway sits approximately 15-20 feet lower than the community. The difference in elevation, existing trees & undergrowth that will remain along the perimeter as well as the buffer trees planted next to the community will be an adequate buffer.

- Lighting. A Photometric Plan was provided in this submittal. The lighting plan shows the inclusion of 25 foot high light poles in the parking lots with light fixtures that are fully concealed and face down.

- Signage. The applicant has provided an exhibit showing the signage for the site. Specifically, the wall signs on the clubhouse building. All proposed signage has been revised to be externally illuminated either by landscaping lighting or gooseneck fixtures. Signs will have to go through separate approvals in order to be installed.

- Sidewalks & Trails. The overall Oak Ridge site will contain a network of trails and sidewalks that will be important to show how this site connects into the broader system as well as internally. The site plan is showing a series of internal sidewalks that run through each of the courtyard settings of the buildings.

Public trails currently exist on the western and southern edges abutting this site that loop around McKnight Lake. There is an existing opening/mowed trail that extends to the public trail on the southwest portion of the site, which the applicant is showing a paved trail to be installed here. The paved trail will extend up to the sidewalk system in the multi-family site. In addition, the site is showing a mowed path that will encircle the proposed stormwater pond. This path will be accessed off the paved trail to be extended to the existing public trail.

- EAW, Traffic Comparison & Access. In 2020, the City and developer completed a EAW for the site. The EAW was based off the previous March 2020 uses. The applicant has prepared traffic figures to show the difference between the new multi-family use and the previous Senior living campus and multi-family uses. In conclusion, the numbers reflect the trip generation to be lower than the previous uses. It does not appear based on the decreased numbers that a separate EAW needs to be completed.

  Access to the site is shown on the loop road that connects into the greater system of Highway 41. The traffic report demonstrates that this access will operate in an acceptable service.

- Setbacks. The developer should anticipate typical residential setbacks for this development. Buildings should be setback 150 feet from the centerline Highway 41. Buildings should also be setback a minimum of 50 feet from each edge of wooded steep slopes (30 foot no grade-mow), 50 feet from the ordinary high-water mark of Chaska Creek, 40 feet from City park land (including City trails), and 50 feet from the Twin Cities and Western railway right-of-way.

  Freestanding signs are required to be setback at least 15 feet from the right-of-way of Highway 41, and 10 feet from all other property lines.

- Utilities & Grading. Water and sewer are available to serve the site. The project's storm water design will need to meet the City's, Carver County Water Management's, and appropriate State and Federal requirements.

  Site grading will need to address and manage the steep slopes and rolling terrain over the property. The site directly abuts McKnight Lake to the west with steep wooded slopes. It will be important that wooded steep slope setbacks are adhered to. Stormwater management and properly routing drainage will be critical for protecting both lakes and the steep slopes from erosion. Adhering to the City's stormwater management requirements for controlling stormwater runoff rates and providing water treatment will be important since the site will drain to the lakes.

**Overall Development Site Items**

**Access & Traffic.** There are two proposed site accesses, the existing Oakridge Drive access off of Highway 41 and a new access on Highway 41 that lines up with Peavey Road. The existing access will be converted to a ¾ access. The Peavey Road access will be the main access and it is proposed the intersection will be reconstructed to provide a multi-lane

roundabout. MnDOT is currently reviewing these access points and the improvements proposed. The access into the site will then provide an internal, private road spine that will give access to all three sites.

The traffic impact analysis and Intersection Control Evaluation completed for the development required state agency approvals for access and improvements onto the state highway. The analysis that was done evaluated many characteristics such as intersection safety, traffic mobility, and the appropriate geometric and traffic improvements related to the Oak Ridge Development at the intersection of Minnesota Trunk Highway 41 (TH 41) and Peavey.

Of the traffic control devices that were evaluated which include both a signal and a roundabout, the state has approved a roundabout due to providing the highest level of safety as compared to the traffic signal option along with future traffic demands for the corridor. The roundabout option provides for higher traffic growth as compared to the signal along the corridor as well as it being consistent with the recent roundabout traffic control intersection that was completed north of the intersection at Lyman Boulevard. Other technical factors that weighed into a roundabout as the preferred option as opposed to a signal included the high-speed approaches coming into the intersection, horizontal and vertical curvature of the existing roadway making sightlines difficult at the intersection, and maintaining acceptable operations for the Lyman Boulevard roundabout. The dual lane roundabout based on the analysis concluded based on the 20 year forecasted traffic volumes that the overall intersection will operate at a level of service C, which is an acceptable level.

**Utilities and Stormwater.** Water and sewer are available to serve the site. The project's storm water design will meet the City's, Carver County Water Management's, and appropriate State and Federal requirements.

**Setbacks.** The developer should anticipate typical commercial and residential setbacks for this development. Buildings should be setback 150 feet from the centerline (from centerline of adjacent travel lane) of Highway 41. Buildings should also be setback a minimum of 50 feet from each edge of wooded steep slopes (30 foot no grade-mow), 50 feet from the ordinary high water mark of Chaska Creek, 40 feet from City park land (including City trails), and 50 feet from the Twin Cities and Western railway right-of-way.

Freestanding signs are required to be setback at least 15 feet from the right-of-way of Highway 41, and 10 feet from all other property lines.

Parking, loading and driving areas shall be setback a minimum of 15 feet from property lines and 50 feet from the edge of the embankment adjacent to the West Chaska Creek drainageway as defined by slopes of 18 percent or greater.

**Cohesive Building Design.** The project is planned to have an architectural theme that crosses over the 2 areas and ties in with the existing Oak Ridge Conference Center building. This theme is reflective of place and Chaska as a whole in their choices of materials and massing. The new buildings propose to use Chaska brick within their designs, which provides cohesiveness between all the buildings. The Costco building also brings in brick design elements found on typical Chaska buildings and also the existing conference center.

**Signage.** Development signage is proposed at the two different highway entrances into the site. One at the Peavey Road intersection on the retaining wall of the northeast corner of Costco's site, and one at the ¾ access near the parking lot adjacent to the Continental clubhouse. The signs will need to apply for separate sign permits in order to be installed. The freestanding/monument signs also need to meet the 15 foot sign setback from the ROW of Highway 41. This will need to be shown on the final plans.

**Parkland.** The area which makes up this plan does not contain areas required for city parks, per the Comprehensive Plan. As such the developer would be responsible for paying park dedication fees during the platting process. Park dedication fees were paid for the conference center use, but the intensification of the remaining portions of the site will be required to pay separately. The parkland dedication fees will be required for the intensification of the site, which includes the added lots above what was originally platted with Oak Knoll. Parkland dedication fees are required on this site as it does not propose public amenities. Parkland dedication fees will be important as this site is physically isolated from the greater public systems and amenities due to the Twin Cities and Western railroad separating this site from the southern area. The fees will help provide funds that can execute a connected system to the greater public systems and amenities by creating a physical pedestrian connection across the Twin Cities and Western railroad.

**Tree Preservation.** The main areas for tree preservation will be located along the north, west and south sides of the property along the wooded steep slopes. As well as certain areas on the existing conference center site. A tree survey of the disturbance area on the property found a total of 904 trees (7,572 caliper inches). Of those trees surveyed, 638 trees (6,406 caliper inches) are being removed, while 266 trees (1,163 caliper inches) will be saved. There are numerous additional trees on the 11.95 acres of steep slopes and low-lying areas which are being preserved to maintain the integrity of the slope areas and natural beauty of the site. The trees being preserved appear to be a mixture of oaks, maples, basswood, and other hardwood. Most of the trees being removed are situated in the center of the site and include spruce, Aspen, Ash, Basswood, Box Elder, Crab Apple Cherry, along with some oak ands and elms.

**Wooded Steep Slope.** The buildings all are set back 50 feet from the steep slopes and have a 30 ft no grade zone on top of the steep slope. The northerly access road does encroach into this area in a few spots, due to the location and geometric alignment to connect to the intersection of Peavy Road and Highway 41. In the areas of impact, a minimal number of significant trees are impacted and a series of retaining walls are being used to protect the slopes and minimize the impact to the woods and slopes in the area. The intersection of Peavey Road and Highway 41 occurs right in the steep slope area, and in order to maintain safe roadway geometry, these areas of slope is required to be impacted.

**Sidewalks & Trails.** The site contains a network of trails and sidewalks. Sidewalks will be installed on at least one side of the main street. It should be noted that both sides of the street do not incorporate sidewalks due to limited room for such. The overall site still provides for continuous connectivity through the various sites to connect into each site and the overall systems accordingly.

Public trails currently exist on the western edge abutting the site. This trail provides a loop around McKnight Lake. There is also a manmade trail abutting the north side of the site. It will

be important that the overall development provides access into these systems. So far, the developer is showing connections to this system that occur on the south side, middle of the site near the conference center, and on the north side of the site in two different areas (one coming from the proposed parking area of the conference center, and one coming from the intersection of Oakridge Drive and Highway 41). The Comprehensive Plan calls out a future trail link on the north side of the site to connect the existing McKnight Lake trail out to Highway 41, which is being shown with the aforementioned.

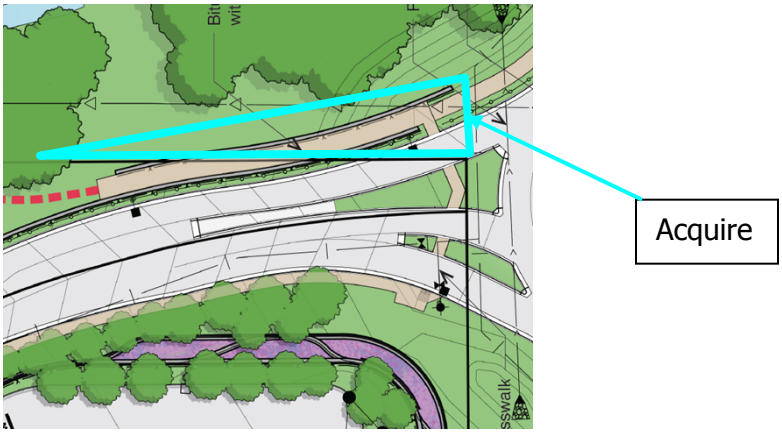
**Development Costs (Infrastructure Improvements)**
The City of Chaska has a number of area-wide development cost such as, but not limited to:

- New Signal/Lane Improvements/Roundabout on TH 41
- 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.

**Reciprocal Easement Agreement (REA) & Development Maintenance.** A critical part of a master development such as this is the ongoing ownership and maintenance of common areas. For Oak Ridge Commons, the three users will share access points and a ring road, stormwater treatment, shared dry utility trenches, and internal sidewalks and trail connections. As part of this development, a Declaration of Construction, Operation and Reciprocal Easements ("REA" for short) will be agreed to by all parties. This document lays out the primary responsibilities of each party with regard to maintenance, shared access to roads and utilities, and lays out ongoing cost sharing for required maintenance as needed. Specifically, the document is being designed to facilitate efficient ongoing management whereby Costco is principally responsible for maintaining the private loop road (Oak Ridge Drive), while the hotel owner will be responsible for maintaining the stormwater pond that serves the entire development. This structure not only reduces the annual administration of the project, but clearly delineates responsibilities. If there is a major capital need in the future for any common area infrastructure, there will be a mechanism for the 3 participants to share in those costs (i.e., a resurfacing of the loop road in 15 years).

**City Land Acquisition.** There is one area that would require a city land sale. It occurs on the northwest portion of the TH 41 roundabout at Peavey Road. The retaining walls and a portion of the ring road encroach onto City land. The sliver that encompasses the retaining walls/ring road should be in the development's ownership. They intend to maintain these retaining walls under the REA as stated above, however, it would be best applied if it were fully in their ownership. With that said, the City would require that the developer purchase the portion of land on which they plan to encroach. The robust nature of the traffic improvements are necessitated by Costco; therefore, the sale of the city land should be valued the same as (on a square foot basis) the Costco purchase price.




**EAW.** The developer and City have completed this document and have issued a negative declaration on an EIS as of August 17, 2020.

**Preliminary Plat.** The Preliminary Plat is showing the creation of three (3) lots. There are no outlots proposed. The three lots are as follows:

- Lot 1 (~23 acres): existing Conference Center
- Lot 2 (~16 acres): Costco
- Lot 3 (~28): multi-family residential by Continental

**Rezoning.** Although the site is currently zoned Planned Multi-Use District (PMD-4), it will be required that the entire site be rezoned to reflect the approved site plan and proposed uses for the site. The site will be rezoned to another Planned Multi-Use District (PMD-22).

The PMD-22 zoning district lays out the permitted uses per lot. Lot 1, Block 1 (Conference Center site) will provide a list of permitted uses that staff deems acceptable to occupy the existing building. No end user is identified at this point. It should be noted that medical uses are not listed as a permitted use. The reason being is that this site was previously looked at as an interim site for medical facilities for the COVID pandemic. It was determined at that time that this building was not suitable for a medical setup as the layout of the rooms were too confining. Because of this staff does not see that use as a viable permitted use at this time. The zoning may, or can, be re-evaluated in the future should someone come in to propose a new use or change to the building that deems acceptable for the intent of the zoning and meets site planning requirements.

**Deadline for Agency Actions.** The City of Chaska received the complete application for this request on Friday, November 5, 2021. Pursuant to Minnesota State Statutes the City must act on this request by Saturday, January 4, 2021 (60 days), however the City can provide the petitioner with written reasons for an additional 60-day review period, which would extend to a deadline of **Tuesday, March 5, 2021 (120 days)**. The City may with the petitioner's consent extend the review period beyond the Tuesday, March 5, 2021 date. 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 to City Council approval of the Oak Ridge Preliminary Site & Building Plan and Preliminary Plat, subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Preliminary PUD Submittal Package Narrative (pgs. 1-19), prepared by RCS-RCA Oakridge LLC, dated October 11, 2021
    b. Preliminary Submittal Narrative (pgs 1-41), prepared by Continental, undated
    c. Cover Sheet (pg C-0.0), prepared by Alliant, dated October 11, 2021
    d. Alta Survey (pgs 1-6), prepared by Egan, Field & Nowak, Inc., undated
    e. Preliminary Plat (pg C-1.0), prepared by Alliant, dated October 11, 2021
    f. Overall Interim Conditions (pg C-2.0), prepared by Alliant, dated October 11, 2021
    g. Interim Conditions Plan – View 1 (pg C-2.1), prepared by Alliant, dated October 11, 2021
    h. Interim Conditions Plan – View 2 (pg C-2.2), prepared by Alliant, dated October 11, 2021
    i. Interim Conditions Plan – View 3 (pg C-2.3), prepared by Alliant, dated October 11, 2021
    j. Overall Site Plan (pg C-3.0), prepared by Alliant, dated October 11, 2021
    k. Site Plan – View 1 (pg C-3.1), prepared by Alliant, dated October 11, 2021
    l. Site Plan – View 2 (pg C-3.2), prepared by Alliant, dated October 11, 2021
    m. Signage Plan (pg C-3.4), prepared by Alliant, dated October 11, 2021
    n. Snow Storage Plan (pg C-3.5), prepared by Alliant, dated October 11, 2021
    o. Pedestrian Circulation Plan (pg C-3.6), prepared by Alliant, dated October 26, 2021
    p. Open Space Plan (pg C-3.7), prepared by Alliant, dated October 26, 2021
    q. Fire Truck Movement Plan (pg C-3.8), prepared by Alliant, dated October 11, 2021
    r. Overall Grading Plan (pg C-4.0), prepared by Alliant, dated October 11, 2021
    s. Grading Plan – View 1 (pg C-4.1), prepared by Alliant, dated October 11, 2021
    t. Grading Plan – View 2 (pg C-4.2), prepared by Alliant, dated October 11, 2021
    u. Grading Plan – View 3 (pg C-4.3), prepared by Alliant, dated October 11, 2021
    v. Overall Stormwater Pollution Prevention Plan (pg C-5.0), prepared by Alliant, dated October 11, 2021
    w. SWPPP Notes 1-2 (pg C-5.1-C-5.2), prepared by Alliant, dated October 11, 2021
    x. Stormwater Management Plan – Existing (pg C-5.3), prepared by Alliant, dated October 11, 2021
    y. Stormwater Management Plan – Proposed (pg C-5.4), prepared by Alliant, dated October 11, 2021
    z. Overall Utility Plan (pg C-6.0), prepared by Alliant, dated October 11, 2021
    aa. Utility Plan – View 1 (pg C-6.1), prepared by Alliant, dated October 11, 2021
    bb. Utility Plan – View 2 (pg C-6.2), prepared by Alliant, dated October 11, 2021
    cc. Utility Plan – View 3 (pg C-6.3), prepared by Alliant, dated October 11, 2021
    dd. Utility Plan & Profile – Oak Ridge Drive – View 1 (pg C-6.4), prepared by Alliant, dated October 11, 2021
    ee. Utility Plan & Profile – Oak Ridge Drive – View 2 (pg C-6.5), prepared by Alliant, dated October 11, 2021
    ff. Detail Sheet 1 (pg C-7.0), prepared by Alliant, dated October 11, 2021
    gg. Detail Sheet 2 (pg C-7.1), prepared by Alliant, dated October 11, 2021
    hh. Overall Tree Preservation and Removal Plan (pg L-1.0), prepared by Alliant, dated October 11, 2021
    ii. Tree Preservation and Removal Plan – View 1 (pg L-1.1), prepared by Alliant, dated October 11, 2021
    jj. Tree Preservation and Removal Plan – View 2 (pg L-1.2), prepared by Alliant, dated October 11, 2021
    kk. Tree Preservation and Removal Plan – View 3 (pg L-1.3), prepared by Alliant, dated October 11, 2021
    ll. Tree Inventory (pgs L-1.4-L-1.5), prepared by Alliant, dated October 11, 2021
    mm. Overall Landscape Plan (pg L-2.0), prepared by Alliant, dated October 11, 2021
    nn. Landscape Plan – View 1 (pg L-2.1), prepared by Alliant, dated October 11, 2021
    oo. Landscape Plan – View 2 (pg L-2.2), prepared by Alliant, dated October 11, 2021
    pp. Landscape Plan – View 3 (pg C-2.3), prepared by Alliant, dated October 11, 2021
    qq. Landscape Details (pg L-3.0), prepared by Alliant, dated October 11, 2021
    rr. Electrical Photometric Plan – View 1 (pg E201S), prepared by Ring & Duchateau, dated June 15, 2019

ss. Electrical Photometric Plan – View 2 (pg E202S), prepared by Ring & Duchateau, dated August 30, 2021
tt. Electrical Photometric Plan – View 3 (pg E203S), prepared by Ring & Duchateau, dated August 30, 2021
uu. Site Lighting Fixtures (pg E600S), prepared by Ring & Duchateau, dated September 27, 2019
vv. Costco – Civil Title Sheet (pg C0.1), prepared by Landform, dated October 6, 2021
ww. Costco – Existing Conditions (pg C1.1), prepared by Landform, dated October 6, 2021
xx. Costco – Interim Conditions (pg C1.2), prepared by Landform, dated October 6, 2021
yy. Costco – Site Plan (pg C2.0), prepared by Landform, dated October 6, 2021
zz. Costco – Grading, Drainage, Paving, and Erosion & Sediment Control – Overall (pg C3.0-C3.1), prepared by Landform, dated October 6, 2021
aaa. Costco – Utilities Overall (C4.0-C4.1), prepared by Landform, dated October 6, 2021
bbb. Costco - Civil Construction Details (C7.1-7.3), prepared by Landform, dated October 6, 2021
ccc. Costco - Overall Landscape Plan (pg L1.0), prepared by Kimley Horn, undated
ddd. Costco – Detailed Landscape Plan (pg L1.1-1.5), prepared by Kimley Horn, undated
eee. Costco – Landscape Notes and Details (pg L2.0-2.1), prepared Kimley Horn, undated
fff. Costco – Preliminary Site Sections From Hazeltine Blvd, prepared by MG2, dated September 30, 2021
ggg. Costco – Preliminary Site Plan, prepared by MG2, dated October 1, 2021
hhh. Costco – Preliminary Site Sections, prepared by MG2, dated October 3, 2021
iii. Costco – Property Boundary, prepared by MG2, dated October 5, 2021
jjj. Costco – Photometric, prepared by TE Inc., dated April 29, 2021
kkk. Costco – Preliminary Warehouse Elevations (pgs 1-2), prepared by MG2, dated October 5, 2021
lll. Costco - Entry Canopy Perspective, prepared by MG2, dated October 5, 2021
mmm. Costco - Northeast Perspective, prepared by MG2, dated October 5, 2021
nnn. Costco - Southwest Perspective, prepared by MG2, dated October 5, 2021
ooo. Costco - Context/Detailing, prepared by MG2, dated October 5, 2021
ppp. Costco - Preliminary Fuel Elevations, prepared by MG2, dated October 5, 2021
qqq. Continental – Cover Sheet, prepared by Kahler Slater, dated October 1, 2021
rrr. Contemporary Scheme (pgs 1-2), prepared by Kahler Slater, dated October 1, 2021
sss. Craftsman Scheme (pgs 1-2), prepared by Kahler Slater, dated October 1, 2021
ttt. Ranch Scheme (pgs 1-2), prepared by Kahler Slater, dated October 1, 2021
uuu. Prairie Scheme (pgs 1-2), prepared by Kahler Slater, dated October 1, 2021
vvv. Traffic Impact Study (pgs 1-38), prepared by Alliant, dated September 3, 2021

2. Adherence with the City Engineer's Memo dated November 10, 2021.
3. Prior to final plat and site plan submittals approval of a storm water management plan meeting City, State, and Carver County WMO standards is required.
4. Preservation of the wooded steep slopes, including 30-foot buffer and a 50-foot setback from that wooded steep slope.
5. Provision that the Costco building's loading dock is fully screened from public right-of-way via architectural walls and/or heavy landscaping and berming and to be addressed at final submittal.
6. Provision that Section 9 Special Regulations of the zoning ordinance is complied with in full.
7. Provision that a Conditional Use Permit (CUP) is obtained if a parking ramp is pursued on any lots.
8. Provision that all light poles shall not exceed 35 feet in height on the Costco site, and to be shown on the final plans.
9. Provision that proposed freestanding signs meet 10 foot setbacks from internal property lines, and 15 foot setback from Highway 41 right-of-way.
10. Provision that Lot 3, Block 1 meets landscaping requirements for overstory trees prior to final submittal.
11. Provision that full face brick is provided on the multi-family buildings.
12. Provision that sliver of city land near northwest corner of the TH 41 roundabout is

acquired into the development area, and a purchase agreement is executed prior to final plat recording.

13. Provision that a fully signed Geometric Layout from MnDOT is obtained prior to City Council review of the preliminary application.
14. Provision that all State, County, Local permit approvals will be necessary along with financial sureties all of which are subject to agreements with agencies prior to grading work occurring.
15. The wetland mitigation plan must be approved and executed with state agencies for wetland being mitigated within the development as well as any mitigation required within the MnDOT right of way prior to a grading permit.
16. Provision that gravity sanitary sewer and water main connections will need to be coordinated with City utility departments, and the developer will need to secure all MnDOT, and City plan approvals and permits for public utilities within the MnDOT right of way prior to a grading permit.
17. All infrastructure within the development is to be owned and maintained privately, and the Declaration of Construction, Operation and Reciprocal easements for the internal ring road will require a joint maintenance access agreement with all landowner parties pending City and or MnDOT approval.
18. Compliance with the City's comprehensive water plan requirements are to be met including any permitting approvals in regards to underground tank facilities.
19. Prior to final plat recording, developer shall enter into an agreement with the City and State for the provision of necessary infrastructure and associated development costs.
20. Provision of a clearly defined and appropriately landscaped pedestrian ways between the various lots.
21. Provision of a trail on the north edge of the site connecting to Highway 41 consistent with the City's Comprehensive Plan.
22. Provision that multi-family use meets Usable Open Space Section 9.11.4.1.1.
23. Provision of cross access easements and agreements to be reviewed by the City prior to Final approval, and that City is 3rd party beneficiary in such easements/agreements.
24. Provision that no CIC platting can occur on Continental's multi-family site.

Motion to recommend approval of the sale of excess City property (sliver) at the northwest side of the proposed roundabout on TH 41.

Motion to recommend approval to the City Council of the rezoning for the 67 acre site from PMD-4 to Planned Multi-Use Development district (PMD-22).

**CITY COUNCIL ACTION REQUESTED**

**Motion to adopt Resolution No. 2021-94 approving the Oak Ridge Preliminary Site & Building Plan and Preliminary Plat, and sale of excess City property (sliver) at the northwest side of the proposed roundabout on TH 41 (PC #2021-08).**

**Motion to adopt Ordinance No. 1007 approving the rezoning for the 67 acre site from PMD-4 to Planned Multi-Use Development district (PMD-22).**

**CITY OF CHASKA**
**CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE 12/20/2021 RESOLUTION NO. 2021-94**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

**Resolution approving the Oakridge Preliminary Plat and Preliminary Site & Building Plan and sale of excess City land (sliver) at the northwest side of the proposed roundabout on TH 41 /RCS-RCA Oak Ridge LLC/PC #2021-08**

WHEREAS, in December 1987 the Concept Plan, Rezoning, Preliminary Plat and Final Plat for the IDS Learning Center facility was approved; and

WHEREAS, the site was rezoned to PMD-4 (ord. no. 425); and

WHEREAS, the PMD-4 zoning district did not list any permitted uses; and

WHEREAS, the final plat (Oak Knoll) platted the property into two lots; one lot for the Conference Center site; one lot for the site to the south; and

WHEREAS, the final plat platted the surrounding Big Woods Lake and McKnight Lake into Outlot A, and Oakridge Drive into Outlot B; and

WHEREAS, impact fees were paid at the time of the Oak Knoll final plat recording, but were only paid for the conference center and hotel use; and

WHEREAS, the proposal is showing the platting of 3 lots (Oak Knoll 2nd Addition); Lot 1 will be for the existing conference center/hotel building; Lot 2 will be for a member-only warehouse quasi-retail use with liquor sales and fuel station (Costco); and Lot 3 will be for multiple-family housing; and

WHEREAS, the parkland dedication fees will be required for the intensification of the site, which includes the added lots above what was originally platted with Oak Knoll; and

WHEREAS, parkland dedication fees are required on this site as it does not propose public amenities; and

WHEREAS, parkland dedication fees will be important as this site is physically isolated from the greater public systems and amenities due to the Twin Cities and Western railroad separating this site from the southern area; and

WHEREAS, the fees will help provide funds that can execute a connected system to the greater public systems and amenities by creating a physical pedestrian connection across the Twin Cities and Western railroad; and

WHEREAS, the current conference center site shows a 171,000 square foot building and 222 parking stalls; and

WHEREAS, the Oakridge conference center and hotel officially closed its doors on September 23, 2020; and

WHEREAS, it has been over one year since it's closing; and

WHEREAS, the 2040 Comprehensive Plan calls out this area for Mixed Residential use; and

WHEREAS, the Oak Ridge plan on approximately 67 acres of land includes the existing hotel/conference center, adding a member-only quasi-retail site along Highway 41, and adding a multi-family use on the south side of the site; and

WHEREAS, a new highway access is proposed on the northeast corner of the site to connect into Highway 41 in addition to the ¾ access in the middle of the site to connect to Highway 41; and

WHEREAS, the applicant has iterated in previous discussions that the conference center could change in use in the future, specifically for office use; and

WHEREAS, if that were to occur then changing a 171,000 square foot building to solely office would require 684 parking stalls; and

WHEREAS, the member-only warehouse quasi-retail site shown on the east portion of the site shows a building of approximately 165,000 square feet in size that abuts Highway 41; and

WHEREAS, in addition, they are also proposing a fuel station just northerly of the main building; and

WHEREAS, the easterly side of the building (rear of building) is highly visible from Highway 41, and as such, it will be important to treat this side as a 'front'; and

WHEREAS, provisions of articulation in the massing (i.e. multiple planes, mixture of materials/colors, etc.) will be important to address this side appropriately; and

WHEREAS, if a loading dock is proposed the location of such shall be done in a way that helps mask the visibility of it from public right-of-way and adjacent uses (i.e. the residential); and

WHEREAS, typically, these areas are screened via architectural walls and/or heavy landscaping and berming; and

WHEREAS, it will be important that the traffic flow for the fuel station will not impede the traffic associated with the principal retail building; and

WHEREAS, the location of this fuel station will also have to ensure that it does not negatively impact any of the City's nearby municipal wells; and

WHEREAS, because of the high visibility from Highway 41 the building will have to provide a high level of landscaping and screening on this edge to help soften up the building and the parking lot; and

WHEREAS, the site is proposing to incorporate 727 parking stalls, plus 52 off site stalls, which would total 779 parking stalls for Costco and a ratio of 4.7 stalls per 1,000 square feet of building space; and

WHEREAS, the building size requires 823 parking stalls (44 stall deficit), and 5 stalls per 1,000 square feet of building space per parking code; and

WHEREAS, staff has concluded that the parking provided is sufficient based on field studies done at the Eden Prairie, Saint Louis Park, and Eagan Costco stores; and

WHEREAS, these Costco locations showed an average of 3 parking stalls per 1,000 square feet of building space but still operated sufficiently during peak times (weekends and evenings); and

WHEREAS, because of the size and scale of the parking lot, it will be important that the lot provides planting islands consistent with the City's planting island ordinance (section 9.6.5.4); and

WHEREAS, the retaining wall proposed along Highway 41 will need to meet the City's retaining wall ordinance (section 9.9.6); and

WHEREAS, overnight storage of carts outside or in the cart corrals will not be permitted; and

WHEREAS, all carts should be collected each day and stored within the building overnight; and

WHEREAS, the multi-family site is placed on the southern portion of the site; and

WHEREAS, it will be important to address the visibility seen from the lake and adjacent public trails; and

WHEREAS, usable open space is required and needs to provide for a level of outdoor recreation, scenic amenities, or space that people can gather in and use; and

WHEREAS, the applicant will be required to meet usable open space requirements in zoning Section 9.11.4.1.1; and

WHEREAS, the multi-family use will have to meet the City's multi-family residential parking requirement, which is 2 parking stalls per dwelling unit (280 dwelling units; 560 stalls required); and

WHEREAS, the site plan is showing 576 parking stalls; and

WHEREAS, because of the high visibility from Highway 41 the building will have to provide a high level of landscaping and screening on this edge to help screen the building from the activity on Highway 41; and

WHEREAS, the retaining walls proposed on the multi-family site, and primarily along Highway 41, will need to meet the City's retaining wall ordinance (section 9.9.6); and

WHEREAS, there are two proposed site accesses, the existing Oakridge Drive access off of Highway 41 and a new access on Highway 41 that lines up with Peavey Road; and

WHEREAS, a roundabout is required at this new entrance/intersection that aligns with Peavey Road; and

WHEREAS, the access into the site will provide an internal spine that will give access to all four sites; and

WHEREAS, there are several driveways proposed along this spine so it will be important that drive aisles try to align where they can; and

WHEREAS, buildings should be setback 150 feet from the centerline (from centerline of adjacent travel lane) of Highway 41; buildings should also be setback a minimum of 50 feet from each edge of wooded steep slopes (30 foot no grade-mow), 50 feet from the ordinary high water mark of Chaska Creek, 40 feet from City park land (including City trails), and 50 feet from the Twin Cities and Western railway right-of-way; and

WHEREAS, freestanding signs are required to be setback at least 15 feet from the right-of-way of Highway 41, and 10 feet from all other property lines; and

WHEREAS, parking, loading and driving areas shall be setback a minimum of 15 feet from property lines and 50 feet from the edge of the embankment adjacent to the West Chaska Creek drainageway as defined by slopes of 18 percent or greater; and

WHEREAS, the exterior of the buildings will be required to meet or exceed the City's exterior building material requirements for commercial and multi-family residential; and

WHEREAS, the project is planned to have an architectural theme that crosses over the 4 areas and ties in with the existing Oak Ridge Conference Center building; and

WHEREAS, pedestrian connections should be provided to connect each property to each other; and

WHEREAS, public trails currently exist on the western edge abutting the site; and

WHEREAS, it will be important that the overall development provides access into this system; and

WHEREAS, the developer is showing connections to this system that occur on the south side, middle of the site near the conference center, and two opportunities on the north side of the site adjacent to the conference center parking lot and proposed roundabout; and

WHEREAS, in addition, the Comprehensive Plan calls out a future trail link on the north side of the site to connect the existing McKnight Lake trail out to Highway 41, and the developer will be required to show this trail connection; and

WHEREAS, the Oakridge site is proposed to be private with its road and utilities; and

WHEREAS, because of that cross access easements and agreements will be required to be executed so that all property owners of the overall site have access to the loop road, utilities, and stormwater ponding; and

WHEREAS, the City will be required to be a 3rd party beneficiary on such cross access easements and agreements; and

WHEREAS, it will be required that the PMD-4 be rezoned to include the updated site plan and uses proposed; and

WHEREAS, on December 8, 2021 the Planning Commission recommended approval to the City Council of the Concept Plan for Oak Ridge (PC#2021-08); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Preliminary Plat and Preliminary Site & Building Plan for Oak Ridge (PC#2021-08), subject to the aforementioned stipulations and following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Preliminary PUD Submittal Package Narrative (pgs. 1-19), prepared by RCS-RCA Oakridge LLC, dated October 11, 2021
    b. Preliminary Submittal Narrative (pgs 1-41), prepared by Continental, undated
    c. Cover Sheet (pg C-0.0), prepared by Alliant, dated October 11, 2021
    d. Alta Survey (pgs 1-6), prepared by Egan, Field & Nowak, Inc., undated
    e. Preliminary Plat (pg C-1.0), prepared by Alliant, dated October 11, 2021
    f. Overall Interim Conditions (pg C-2.0), prepared by Alliant, dated October 11, 2021
    g. Interim Conditions Plan – View 1 (pg C-2.1), prepared by Alliant, dated October 11, 2021
    h. Interim Conditions Plan – View 2 (pg C-2.2), prepared by Alliant, dated October 11, 2021
    i. Interim Conditions Plan – View 3 (pg C-2.3), prepared by Alliant, dated October 11, 2021
    j. Overall Site Plan (pg C-3.0), prepared by Alliant, dated October 11, 2021
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    l. Site Plan – View 2 (pg C-3.2), prepared by Alliant, dated October 11, 2021
    m. Signage Plan (pg C-3.4), prepared by Alliant, dated October 11, 2021
    n. Snow Storage Plan (pg C-3.5), prepared by Alliant, dated October 11, 2021
    o. Pedestrian Circulation Plan (pg C-3.6), prepared by Alliant, dated October 26, 2021
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    v. Overall Stormwater Pollution Prevention Plan (pg C-5.0), prepared by Alliant, dated October 11, 2021
    w. SWPPP Notes 1-2 (pg C-5.1-C-5.2), prepared by Alliant, dated October 11, 2021
    x. Stormwater Management Plan – Existing (pg C-5.3), prepared by Alliant, dated October 11, 2021
    y. Stormwater Management Plan – Proposed (pg C-5.4), prepared by Alliant, dated October 11, 2021
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    pp. Landscape Plan – View 3 (pg C-2.3), prepared by Alliant, dated October 11, 2021
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    ss. Electrical Photometric Plan – View 2 (pg E202S), prepared by Ring & Duchateau, dated August 30, 2021
    tt. Electrical Photometric Plan – View 3 (pg E203S), prepared by Ring & Duchateau, dated August 30, 2021
    uu. Site Lighting Fixtures (pg E600S), prepared by Ring & Duchateau, dated September 27, 2019
    vv. Costco – Civil Title Sheet (pg C0.1), prepared by Landform, dated October 6, 2021
    ww. Costco – Existing Conditions (pg C1.1), prepared by Landform, dated October 6, 2021
    xx. Costco – Interim Conditions (pg C1.2), prepared by Landform, dated October 6, 2021
    yy. Costco – Site Plan (pg C2.0), prepared by Landform, dated October 6, 2021
    zz. Costco – Grading, Drainage, Paving, and Erosion & Sediment Control – Overall (pg C3.0-C3.1), prepared by Landform, dated October 6, 2021
    aa. Costco – Utilities Overall (C4.0-C4.1) prepared by Landform, dated October 6, 2021

bbb. Costco - Civil Construction Details (C7.1-7.3), prepared by Landform, dated October 6, 2021
ccc. Costco - Overall Landscape Plan (pg L1.0), prepared by Kimley Horn, undated
ddd. Costco – Detailed Landscape Plan (pg L1.1-1.5), prepared by Kimley Horn, undated
eee. Costco – Landscape Notes and Details (pg L2.0-2.1), prepared Kimley Horn, undated
fff. Costco – Preliminary Site Sections From Hazeltine Blvd, prepared by MG2, dated September 30, 2021
ggg. Costco – Preliminary Site Plan, prepared by MG2, dated October 1, 2021
hhh. Costco – Preliminary Site Sections, prepared by MG2, dated October 3, 2021
iii. Costco – Property Boundary, prepared by MG2, dated October 5, 2021
jjj. Costco – Photometric, prepared by TE Inc., dated April 29, 2021
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uuu. Prairie Scheme (pgs 1-2), prepared by Kahler Slater, dated October 1, 2021
vvv. Traffic Impact Study (pgs 1-38), prepared by Alliant, dated September 3, 2021

2. Adherence with the City Engineer's Memo dated November 10, 2021.
3. Prior to final plat and site plan submittals approval of a storm water management plan meeting City, State, and Carver County WMO standards is required.
4. Preservation of the wooded steep slopes, including 30-foot buffer and a 50-foot setback from that wooded steep slope.
5. Provision that the Costco building's loading dock is fully screened from public right-of-way via architectural walls and/or heavy landscaping and berming and to be addressed at final submittal.
6. Provision that Section 9 Special Regulations of the zoning ordinance is complied with in full.
7. Provision that a Conditional Use Permit (CUP) is obtained if a parking ramp is pursued on any lots.
8. Provision that all light poles shall not exceed 35 feet in height on the Costco site, and to be shown on the final plans.
9. Provision that proposed freestanding signs meet 10 foot setbacks from internal property lines, and 15 foot setback from Highway 41 right-of-way.
10. Provision that Lot 3, Block 1 meets landscaping requirements for overstory trees prior to final submittal.
11. Provision that full face brick is provided on the multi-family buildings.
12. Provision that sliver of city land near northwest corner of the TH 41 roundabout is acquired into the development area, and a purchase agreement is executed prior to final plat recording.
13. Provision that a fully signed Geometric Layout from MnDOT is obtained prior to City Council review of the preliminary application.
14. Provision that all State, County, Local permit approvals will be necessary along with financial sureties all of which are subject to agreements with agencies prior to grading work occurring.
15. The wetland mitigation plan must be approved and executed with state agencies for wetland being mitigated within the development as well as any mitigation required within the MnDOT right of way prior to a grading permit.
16. Provision that gravity sanitary sewer and water main connections will need to be coordinated with City utility departments, and the developer will need to secure all MnDOT, and City plan approvals and permits for public utilities within the MnDOT right of way prior to a grading permit.
17. All infrastructure within the development is to be owned and maintained privately, and the Declaration of Construction, Operation and Reciprocal easements for the internal

ring road will require a joint maintenance access agreement with all landowner parties pending City and or MnDOT approval.

18. Compliance with the City's comprehensive water plan requirements are to be met including any permitting approvals in regards to underground tank facilities.
19. Prior to final plat recording, developer shall enter into an agreement with the City and State for the provision of necessary infrastructure and associated development costs.
20. Provision of a clearly defined and appropriately landscaped pedestrian ways between the various lots.
21. Provision of a trail on the north edge of the site connecting to Highway 41 consistent with the City's Comprehensive Plan.
22. Provision that multi-family use meet Usable Open Space Section 9.11.4.1.1.
23. Provision of cross access easements and agreements to be reviewed by the City prior to Final approval, and that City is 3rd party beneficiary in such easements/agreements.
24. Provision that no CIC platting can occur on Continental's multi-family site.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 20th day of December, 2021.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

**ORDINANCE NO. 1007**

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

**AN ORDINANCE AMENDING ORDINANCE NO. 229 (ZONING ORDINANCE) OF THE CITY OF CHASKA BY REZONING CERTAIN REAL ESTATE WITHIN THE CITY OF CHASKA**

THE CITY COUNCIL OF THE CITY OF CHASKA DO ORDAIN:

Section 1. Rezoning. The boundaries of the Zoning Districts as established by Ordinance No. 229 and as shown on the Zoning Map of Chaska, Minnesota are hereby amended as follows:

The following described real estate is hereby removed from the Planned Multi-Use District (PMD-4) zoning district and rezoned to Planned Multi-Use District No. 22 (PMD-22) for all of:

Lots 1-3, Block 1, of the Oak Knoll 2nd Addition

Section II. Exhibits. The Preliminary Plat and Preliminary Site/Building Plans for the Oak Knoll 2nd Addition shall serve as the basis for guiding the development area. The Preliminary Plat and Preliminary Site/Building Plans shall consist of the following graphic exhibits and subsequent revisions/amendments as may be approved by the City from time to time:

a. Cover Sheet (pg C-0.0), prepared by Alliant, dated October 11, 2021
b. Alta Survey (pgs 1-6), prepared by Egan, Field & Nowak, Inc., undated
c. Preliminary Plat (pg C-1.0), prepared by Alliant, dated October 11, 2021
d. Overall Interim Conditions (pg C-2.0), prepared by Alliant, dated October 11, 2021
e. Interim Conditions Plan – View 1 (pg C-2.1), prepared by Alliant, dated October 11, 2021
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sss. Prairie Scheme (pgs 1-2), prepared by Kahler Slater, dated October 1, 2021
ttt. Traffic Impact Study (pgs 1-38), prepared by Alliant, dated September 3, 2021

Section III. PMD-22 District Regulations. Permitted uses and regulations applicable to the PMD-22 District shall be as follows:

A. Intent. The intent of the PMD-22 District is to provide for the high-quality development of more than one land use, not including industrial, that are compatible with and sensitive to the natural amenities of the site. Natural amenities such as McKnight Lake, Big Woods Lake and wooded steep slopes shall be preserved. Architecture and design shall be high quality and complementary to 'Chaska'. It is intended that development within PMD-22 support the objective of strengthening the City's tax base. Lots 1-2, Block 1 shall be characterized by relatively high employment levels and services that serve the day to day needs of Chaska residents.

B. Permitted Uses.

1. Lot 1, Block 1, Oak Knoll 2nd Addition:
    a. Hotel
    b. Conference Center
    c. Office
    d. Multiple-Family Housing
2. Lot 2, Block 1, Oak Knoll 2nd Addition:
    a. Member-Only Warehouse (Quasi-Retail) with liquor sales and fuel station
3. Lot 3, Block 1, Oak Knoll 2nd Addition:
    a. Multiple-Family Housing

C. Accessory Uses. Customary accessory uses incidental to the foregoing principal use, including but not limited to the following:

1. Off-street parking and loading facilities as regulated by Section 9 of the Zoning Ordinance, except that Lot 2, Block 1 must meet 4.7 stalls/1,000 square feet;
2. Signs as regulated by Section 10 of the Zoning Ordinance, except as follows:
    a. Freestanding signs are required to be setback at least 15 feet from the right-of-way of Highway 41, and 10 feet from all other property lines.
    b. Only one business center ground sign shall be allowed per each vehicular entrance of the development center. Each ground sign shall be allowed up to 300 square feet in area and 18 feet in height.
    c. Lot 1, Block 1 (Hotel/Conference Center), Oak Knoll 2nd Addition:
        i. One wall sign permitted for each tenant not to exceed 100 square feet or 10% of the tenant's façade, whichever is less.
        ii. One monument sign not to exceed 100 square feet in size and 10 feet in height.
        iii. All wall signs for each tenant/use shall be coordinated in such a way that signs have matching styles.
    d. Lot 2, Block 1 (Costco), Oak Knoll 2nd Addition:

i. Two wall signs permitted for each major tenant (i.e. Costco) not to exceed 280 square feet or 20% of the tenant's façade, whichever is less. If there is more than one street frontage then two additional wall signs are allowed.
ii. One wall sign permitted for each minor tenant (i.e. Liquor Sales, Tire Center) not to exceed 75 square feet or 10% of the tenant's façade, whichever is less.
iii. All tenant sign locations shall be placed in the locations indicated on the Preliminary Warehouse Elevations by MG2 dated October 5, 2021.
iv. All wall signs for each tenant/use shall be coordinated in such a way that signs have matching styles.

e. Lot 3, Block 1 (Multi-Family Housing), Oak Knoll 2nd Addition:
i. Two wall signs permitted on the clubhouse building not to exceed 20 square feet each.
ii. One monument sign not to exceed 50 square feet in size and 6 feet in height.
iii. Internal illumination is prohibited.

D. Development Standards

1. Minimum building setbacks:
   a. From Highway 41: 150 feet from centerline
   b. From City Land (including trails): 40 feet
   c. From Twin Cities & Western Railroad Right-of-Way: 50 feet
   d. Interior Property Lines: 10 feet
   e. Wooded Steep Slopes (18% or greater): 50 feet from edge and 30 feet no grade/no mow from edge
2. Minimum setback for impervious surfaces for on-site parking, loading and driving:
   a. From Highway 41: 90 feet from centerline
   b. Interior Property Lines: 5 feet
   c. Property Lines Abutting Public Right of Way: 10 feet
3. Maximum Individual Building Size:
   a. Lot 2, Block 1: 165,000 square feet
4. Exterior Merchandise Display:
   a. Lot 2, Block 1: shall be limited to an area in front of the building that does not interfere with the operation of the sidewalks, and to be delineated on a site plan approved by the Planning Department.
5. Exterior lighting standards shall be as regulated by the Chaska Zoning Ordinance.
6. Common Interest Community (CIC) platting will not be allowed for Lot 3, Block 1, Oak Knoll 2nd Addition.

Section IV. Effective Date. This Ordinance shall be in full force and effect from and after its date of passage, adoption, and publication according to law.

Passed and adopted by the City Council of the City of Chaska, Minnesota this 20th day of December, 2021.

_____
Mark Windschitl, Mayor

Attest: _____
Deputy Clerk

# City of Chaska
# Memorandum

**To:** **Planning Commission**
**From:** **Matt Clark, City Engineer**
**Date:** **November 10, 2021**
**Subject:** **Oak Ridge Center – Preliminary Plat**

Over many years, past projects and studies, the intersection of Peavey Road and Highway 41 has been on both Chaska's and MnDOT's radar from an intersection safety perspective. Past projects such as Lyman Boulevard in 2019, the expansion of highway 41 from TH 212 to Pioneer in 2017, and other studies have all been considering a safe resolution for the Peavey intersection. Now that the Oak Ridge Development is occurring, the state and county transportation agencies have been able to weigh in on the long-term access solution for the new planned roundabout and improvements to the highway.

For nearly two years in the making, the development and City staff have been working through the MnDOT process to develop the planned roundabout and improvements to the highway. In order projects of this scale to occur on a state highway they require the highest level of MnDOT and County traffic review particularly since Highway 41 is a designated principal arterial making it a critical link to the highway system. By the new Oak Ridge Development taking place, this now provides a mechanism for all agencies to address the long-term solution that will provide both a safe and efficient intersection not only for the highway but for the new development.

As mentioned, the traffic analysis that was completed and approved by MnDOT took an overarching evaluation of the TH 41 corridor to analyze and evaluate a number of characteristics such as intersection safety, mobility, and the appropriate geometric and traffic improvements related to the Oak Ridge Development at the intersection of Minnesota Trunk Highway 41 (TH 41) and Peavey. The state has approved a roundabout due to providing the highest level of safety along with future traffic demands needed for the corridor. The new dual lane roundabout provides for higher traffic growth as well as it being consistent with the recent roundabout traffic control intersection that was completed north of the intersection at Lyman Boulevard.

The improvements that are proposed are shown on the attached exhibit. The new access at the Peavey/Oak Ridge intersection includes a dual lane northbound and southbound roundabout for TH 41, along with single lane side street access at the existing Peavey Road intersection. The plan also includes a new ¾ access onto the state highway that will allow traffic relief to the intersection during peak times for an alternate exit into and out of the new development.


ONE CITY HALL PLAZA/CHASKA, MN 55318-1962/PH: (952) 448-2851/ FX: (952) 448-9300

Stormwater for the site is and will continue to be further evaluated with the final design. The approvals that are being provided will address the overall planned development and will be owned and maintained through a private ownership agreement. The ownership and maintenance agreement will also need to be reviewed by the City and watershed to ensure state standards are met since Chaska is an MS4 community. Grading work that occurs within the MnDOT right of way requires state approvals also which will be necessary to secure as a part of the highway improvements.

The engineer comments related to the preliminary plan are listed below:

1) All State, County, Local permit approvals will be necessary along with financial sureties all of which are subject to agreements with agencies prior to grading work occurring.

2) The wetland mitigation plan must be approved and executed with state agencies for wetland being mitigated within the development as well as any mitigation required within the MnDOT right of way prior to a grading permit.

3) Gravity sanitary sewer and water main connections will need to be coordinate with City utility departments. The developer will need to secure all MnDOT, and City plan approvals and permits for public utilities within the MnDOT right of way.

4) All infrastructure within the development is to be owned and maintained by privately. The Declaration of Construction, Operation and Reciprocal easements for the internal ring road will require a joint maintenance access agreement with all landowner parties pending City and or MnDOT approval.

5) The City's comprehensive water plan requirements are to be met including any permitting approvals in regards to underground tank facilities.

6) A City development agreement is required for the new development. Agreements between the State, City, and Developer along with financial securities are needed prior to plat approval.


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SELECTION OF R-CURVES
PHI ANGLES
TURNING MOVEMENTS
WB-62 TRUCK
ALL DIRECTIONS RIGHT TURN
TURNING MOVEMENTS
WB-62 TRUCK / PASSENGER CAR
SB / NB TH 41
TURNING MOVEMENTS
WB-62 TRUCK / PASSENGER CAR
SB / NB TH 41
15.00
48.00
2.50
41.00
0.00
4.00
19.50
WB-62
feet
Tractor Width : 8.00
Trailer Width : 8.50
Tractor Track : 8.00
Trailer Track : 8.50
Lock to Lock Time : 6.0
Steering Angle : 28.4
Articulating Angle : 70.0
OAK RIDGE DR
PEAVEY RD
TH 41
SCALE IN FEET
PARCEL: 304860020
AMERICAN FLEXIBLE
PRODUCTS INC
PARCEL: 304740010
RCS-RCA OAK RIDGE LLC
℄ PEAVEY RD EB
<PEAVEYRDEB>
℄ PEAVEY RD
<PEAVEYRD>
℄ TH 41 SB
<TH41SB>
Right turn lane geometry will be looked at once we are good on the rest of the roundabout.
PARCEL: 304860030
CITATION CREEK LLC
℄ TH 41 NB
<TH41NB>
PARCEL: 304860010
UPDATE PROPERTIES LLC
PARCEL: 304740030
CHASKA CITY
PARCEL: 304900020
PONDVIEW ASSOCIATES LLP
PARCEL: 304860050
CHASKA CITY
℄ PEAVEY RD EB
<PEAVEYRDEB>
PARCEL: 304860060
CHASKA CITY
℄ PEAVEY RD
<PEAVEYRD>
Curb location to avoid impacts to significant City storm manhole. Plan to use concrete boulevard in case trucks overrun curb during a right turn movement from Peavey. Expect this to be a minor movement and low occurrence.
℄ TH 41 SB
<TH41SB>
PARCEL: 304900010
CHASKA CHAN HOLDINGS LLC
PARCEL: 300210200
TREEHOUSE INC
PARCEL: 300210400
IND SCHOOL DIST 112
℄ TH 41 NB
<TH41NB>
PARCEL: 304860040
CARVER COUNTY
PARCEL: 305120062
PEAVEY LAND LLC
REGIN CONSTRUCTION
STA. 1001+94.71
SPEED LIMIT 50 EXISTING DESIGN
SPEED LIMIT 30
SPEED LIMIT 30 DESIGN
FASTEST DRIVABLE PATH COMPARISON CHART ("R" CURVE CHART)
APPROACH
CURVE
RADIUS (FT)
CROSS - SLOPE
SPEED (MPH)
RELATIVE SPEED DIFFERENCE (MPH) *
NB TH 41
R1 119 0.02 21.8 6
R2 244 -0.02 26.1 11
R3 1585 0.02 ** N/A
R4 59 -0.02 15.5 0
R5 176 0.2 25.3 10
SB TH 41
R1 111 0.02 21.2 6
R2 97 -0.02 18.6 3
R3 0 0.02 ** N/A
R4 57 -0.02 15.3 0
R5 106 0.02 26.1 11
OAK RIDGE DRIVE
R1 106 0.02 20.8 5
R2 62 -0.02 15.8 0
R3 994 0.02 ** N/A
R4 62 -0.02 15.8 0
R5 78 0.02 18.5 3
PEAVEY RD
R1 76 0.02 18.3 3
R2 71 -0.02 16.6 1
R3 519 0.02 ** N/A
R4 58 -0.02 15.4 0
R5 81 0.02 18.8 3
* RELATIVE SPEED DIFFERENCE IS CALCULATED FROM MINIMUM SPEED IN ROUNDABOUT, TYPICALLY R4
** R3+R2 + ACCELERATION FROM R2 TO CROSSWALK AT EXIT, APPROXIMATELY 50-FT, RESULTING IN A 10MPH INCREASE IN SPEED
LEGEND
SCALE IN FEET
ROADWAY (INCLUDING TURN LANES)
PAVED SHOULDER
RAISED MEDIAN/CURB & GUTTER
WALK/TRAIL
TRUCK APRON
EXISTING R/W
ACCESS CONTROL
CONSTRUCTION LIMITS
EXISTING/PROPOSED TRAFFIC DIRECTION
ALLIANT

# Oak Ridge Commons

**Preliminary PUD Submittal Package Narrative**





October 11, 2021

Presented By

# RCS-RCA Oakridge LLC

**Project Introduction**

RCS-RCA Oakridge LLC ("RCS-RCA") is pleased to provide the City of Chaska with a Master Plan preliminary PUD submittal package for Oak Ridge Commons. Development of this parcel goes back to 1987, when this property was acquired by IDS Financial Services who opted to develop a small portion of the acreage for their corporate learning center. To encourage additional development in the future and to assure that the additional development met the City's vision, the City in 1987 rezoned the full property to PMD 5.

In March of 2020, RCS-RCA presented and received approval from the City of Chaska of a concept Master Plan for the Oakridge Convention Center property. In this presentation, the existing hotel and conference Center was to remain, a senior housing campus was being proposed on the south side of the property, a large retail space was proposed along Highway 41, and a multi-family Housing project was proposed in the northwest corner of the site. In May of 2020, an Environment Assessment Worksheet (EAW) was prepared and published in the Environmental Quality Boards publication for public comments. Comments were received and responses have been provided to staff for review and finalization of the EAW document and negative declaration.

Over the last year, the project has been dramatically affected by the COVID-19 global pandemic. The hospitality industry has been one of the hardest hit industries as travel and large conference gatherings have both decreased significantly. The Oak Ridge hotel is now closed and has been for several months. We are currently exploring what the highest and best uses are for the building; the complex has excellent potential to see investment and be given a new life as a productive part of the Oak Ridge Commons development. Also, the developer of the previously designated senior living campus, United Properties, terminated their contract due to the significant impact COVID-19 had on seniors and their mobility.

Since that time, we have brought in a new multifamily developer to develop the previous UP site, Continental Properties, who is proposing a 280-unit market rate apartment project. A Concept Plan Amendment was submitted and approved by the Planning Commission and City Council for the Continental plan in August of 2021.

While COVID-19 has been difficult for everyone across the country, with a development anchored by Costco, a complimentary new housing option for the residents of Chaska in Continental Properties' development, and a future redevelopment of the hotel, the original concept of Oak Ridge Commons will be preserved and enhanced to serve the Chaska community for years to come.

For sake of clarity and to be consistent with the vision laid out above for the master development, the application is proposing the following with regard to zoning:

- Adjust the current PMD-5 zoning to allow the Costco retail establishment to be built;
- Limit the current PMD-5 zoning on the housing parcel to multifamily housing only with a limit of units that complies with the EAW;
- Leave the current PMD-5 zoning in place for the conference center/hotel parcel.

## Oak Ridge Commons Master Site Development

**Project Team**

| | |
|---|---|
| Property Owner: | RCS-RCA Oak Ridge LLC<br>Sterling Black<br>1959 Sloan Place, Suite 220<br>Saint Paul, MN 55117 |
| Development Advisor: | Dave Pokorney<br>Community Asset Development Group<br>111 Yellow Brick Rd<br>Chaska, MN 55318 |
| Engineer: | Clark Wicklund & Mark Kronbeck<br>Alliant Engineering<br>733 Marquette Avenue, Suite 700<br>Minneapolis, MN 55402 |
| Surveyor: | Eric Roeser<br>Egan, Field, and Nowak, Inc.<br>1229 Tyler Street NE, Suite 100<br>Minneapolis, MN 55413 |

**Introduction and Project Description**

The Oakridge Commons has been developed to meet the original intent of the PUD as approved in 1987. As part of the 1987 approval, there were four main purposes of the PMD-4 zoning district:

1. Develop the property as a learning/conference center facility.
2. Permit related complimentary uses.
3. Permit expansion and/or alternative uses on parts of the property not utilized by the learning/conference center.
4. Permit certain alternative use in the event the owner of the facility no longer desires to operate the facility as a learning center.

As the City is aware, the ownership of the learning center has changed over the years and the overall use of the facility has changed from being a private learning center to be a hotel and conference center. In keeping in line with the PMD-5 zoning, the project is proposing to develop the portion of the property not being utilized by the conference center. By putting the underutilized land into the market, the tax base will in turn be increased for the City of Chaska.

You will see the Preliminary PUD package respects the unique environmental features of the property and preserves the major wetland areas and most of the wooded steep sloped areas located on the property. A major effort was undertaken to find the appropriate uses to take advantage of the uniqueness of the property as well as exploring the economic sensibility to develop and preserve the vast areas of environmental features the property has to offer.

**Overall Architecture and Common Elements**

The Oak Ridge Commons is located north of highway 41 and nestled between McKnight and Big Woods Lakes. This pristine site is well vegetated with wonderful topography and a natural landscape setting. This 66-acre development has been strategically master planned to include the existing Oak Ridge Convention Center/Hotel, a new Senior or Multifamily Living Campus and a Commercial Development that fronts on Highway 41.

The overall masterplan is connected via a clear network of pedestrian walkways and a vehicular drive connecting all the buildings. All of the buildings will be made up of a unique mix of materials coupled with their scale and form to both complement each other and also be true to the typography of the use. The bold, simplistic form of the existing Oak Ridge Convention Center/Hotel is echoed in the design and materials proposed for the new Costco building. The Costco has its primary face to the east to accept broad views on approach from highway 41 – this face has the main entrance notched back to create an entrance plaza on the NE corner. The primary materials are a "Chaska like" structural brick – like the downtown Chaska Curling Center.

A unique connector on this 66-acre master plan will be the natural and lush landscaping that is to be carefully layered to both emphasize the natural beauty and topography of the site. While there are areas of manicured landscaping, careful attention has been paid to the overall collection, placement and type of vegetation throughout the campus.

**Ongoing Ownership, Operation & Maintenance of Common Infrastructure & Trails**

A critical part of a master development such as this is the ongoing ownership and maintenance of common areas. For Oak Ridge Commons, the three users will share access points and a ring road, stormwater treatment, shared dry utility trenches, and internal sidewalks and trail connections. As part of this development, a Declaration of Construction, Operation and Reciprocal Easements ("REA" for short) will be agreed to by all parties. This document lays out the primary responsibilities of each party with regard to maintenance, shared access to roads and utilities, and lays out ongoing cost sharing for required maintenance as needed. Specifically, the document is being designed to facilitate efficient ongoing management whereby Costco is principally responsible for maintaining the private loop road (Oak Ridge Drive), while the hotel owner will be responsible for maintaining the stormwater pond that serves the entire development. This structure not only reduces the annual administration of the project, but clearly delineates responsibilities. If there is a major capital need in the future for any common area infrastructure, there will be a mechanism for the 3 participants to share in those costs (i.e., a resurfacing of the loop road in 15 years). Also, as a declaration, this document runs with the land and will be assumed if there is ever a sale of any parcel, meaning these common areas will be maintained in perpetuity. This document is currently in the process of being finalized and will be once final City Council approval is granted so that the specifics of the site development and associated easements can be incorporated.

Maintenance needs specific to the iron-enhanced sand filter BMPs are described below in the Stormwater Treatment section of this narrative.

**Steep Slope Preservation**

Oakridge Commons has several steep slopes located along the perimeter of the property, that makes a significant amount of the approximate 66-acre site undevelopable. The steep slope setbacks have been honored with the proposed development of Oakridge Commons. Per Section 9.9.3 in the Zoning Code, wooded land with a 18% slope or greater shall be preserved in its natural state for environmental value, particularly to deter soil erosion on steep slopes/ravines and to protect natural wildlife habitat areas.

Building shall be setback at least 50 feet from the edge of the 18% slope and a 30 foot “no-grade/mow” buffer.

The buildings all are set back 50 feet from the steep slopes and have a 30 ft no grade zone on top of the steep slope. The northerly access road does encroach into this area in a few spots, due to the location and geometric alignment to connect to the intersection of Peavy Road and Highway 41. In the areas of impact, a minimal number of significant trees are impacted and a series of retaining walls are being used to protect the slopes and minimize the impact to the woods and slopes in the area. The intersection of Peavy Road and HWY 41 occurs right in the steep slope area, and in order to maintain safe roadway geometry, this area of slopes is required to be impacted.

Utility connection to the existing sanitary sewer will utilize low impact methods of directional drilling to minimize the impact of the sanitary sewer connections to the wooded slope area and reduce the potential of erosion on the slopes.

**Pedestrian Friendly Development**

The existing property features many trails around the natural features which connect to the expansive public trail system along the lakes and to the city center. The goal of this development is to maintain and enhance the development’s connectivity to the public trail system. A trail connection is provided at the south ends of the project through the Springs at McKnight Lake portion of the site, a connection on the north portion of the site and a connection at Highway 41/roundabout. The existing trail access behind the hotel and conference center will be connected to the sidewalk system in the development to provide the pedestrian connection between the uses in the development. Sidewalks will be provided along the main roads throughout the project back to the public trail system.

**Tree Preservation**

The main areas for tree preservation will be located along the north, west and south sides of the property along the wooded steep slopes. A tree survey of the disturbance area on the property found a total of 904 trees (9,403 caliper inches). Of those trees surveyed, 638 trees (6,409 caliper inches) are being removed, while 266 trees (2,994 caliper inches) will be saved. There are numerous additional trees on the 11.95 acres of steep slopes and low-lying areas which are being preserved to maintain the integrity of the slope areas and natural beauty of the site.

The trees being preserved appear to be a mixture of oaks, maples, basswood, and other hardwood. Most of the trees being removed include spruce, Aspen, Ash, Basswood, Box Elder, Crab Apple Cherry, along with some oak ands and elms. The areas of tree preservation outside the slope areas with significant tree preservation include spaces around the existing conference center.

**Stormwater Treatment**

The original Oakridge development preceded the adoption of the current stormwater quality and quantity standards, and currently does not provide any treatment of the stormwater runoff from the site. To bring the proposed site up to current City and County rate, volume, and water quality treatment standards, a whole new stormwater system will be installed.

To meet the stormwater requirements for the City of Chaska and the Carver County Soil & Water Conservation District, two iron-enhanced sand filters (IESF) are proposed to mitigate the effects of the additional impervious surface created by the project. Located in the northwest and southwest corners of the site, the IESF basins include a 2’ sand section with iron filings that provide the water quality necessary prior to discharging into Big Woods Lake (or McKnight Lake for the multifamily portion of the site.) The IESF sections includes the iron-enhanced sand layer, a thin rock choker layer, and a larger-

diameter rock layer with draintile that will convey the filtered runoff toward the outlet control structure. Within the outlet structures, an orifice limits the peak flows out of the basin to comply with the City of Chaska's rate control requirement (0.20 cfs/acre of disturbed area maximum rate). In addition, prior to entering the IESF basin, runoff is conveyed via proposed storm sewer to a forebay/wet cell that provides additional pretreatment prior to filtration, as required by the MPCA Construction Stormwater General Permit. In the case of the multifamily portion of the site draining to IESF 2, pretreatment will be provided by BMPs within manhole structures immediately upstream of the IESF, which may include SAFL Baffle/SciClone/Preserver BMPs (to be finalized during Carver County stormwater review.)

The basins were sized to provide adequate treatment capacity for all of the proposed improvements, including; the large retail lot, the expansion of the existing Oak Ridge Conference Center parking lot, the proposed Oak Ridge Drive (loop road), and the multifamily development. Runoff will be conveyed to the IESF BMPs via catch basins within the Costco parking lot, Oak Ridge Drive, and catch basins throughout the multifamily development.

Iron-sand filter bed clogging poses the greatest operational and maintenance challenge of all surface filters. Poor drainage of the filter due to clogged filter surface inlet, outlet, and underdrains has the potential to cause the iron to foul or move within the filter bed. When the iron is consumed after some time of operation, the entire iron-sand filter bed will need to be replaced. The operating lifespan has been estimated using iron-enhanced sand columns for phosphate retention to be 35 years (per MPCA), but the actual lifespan is not known as this is a relatively new regulated BMP. However, other indicators will need to be used to judge the filter bed condition such as reduced phosphorus removal performance or a reduction in the clarity of the effluent stormwater treated by the iron-sand filter bed. Without regular maintenance, iron-sand filtration media can become clogged thereby limiting the filter's functionality and reducing pollutant removal capacity.

Effective long-term operation of iron-sand filters necessitates a dedicated and routine maintenance schedule with clear guidelines and inspection schedules. Post-construction considerations provided in the filtration section of the Minnesota Stormwater Manual are also applicable to iron-enhanced sand filters. Specific water quality monitoring tests used to determine the efficacy or remaining lifespan of the iron-sand filter can be provided under separate cover, if requested.

**Water and Sanitary Sewer Service**

Currently the City of Chaska has a 24-inch sanitary sewer line along the east side of McKnight Lake and along the south side of Big Woods Lake. Sanitary services will be connected to the City line via manhole and line extensions into the new lots for the development. The Costco connection will connect to an existing manhole on the north side of the project, abutting Big Woods Lake. This connection will connect to an existing manhole structure by directional drilling methods to minimize the impact to the trail, woods and slope areas.

The existing Oak Ridge conference center is served by an 8-inch water loop line from the west side of Highway 41. This project is proposing to relocate and upgrade the majority of this loop line from an 8-inch pipe to a 12-inch pipe to better serve the development. This 12-inch line will be looped though the development and connect into the watermain in the Hwy 41 ROW. Each building will have an individual service from the new loop line, and the existing 8-inch loop line around the conference center will remain. New hydrants will be installed for added fire protection along the loop line and throughout the development. Additionally, each of the new buildings will be sprinkled.

**Traffic Impacts**

Oak Ridge Commons main access is proposed to be a new west leg to the existing side-street stop-controlled TH 41 at Peavey Road intersection along with modification of the TH 41 at Oak Ridge Drive intersection to a three-quarter access. The site is expected to generate approximately 309 a.m. peak hour and 750 p.m. peak hour daily gross trips. Accounting for pass-by and diverted-link trips, the proposed development is expected to generate approximately 309 a.m. peak hour and 522 p.m. peak hour daily net new trips. The TH 41 at Peavey Road intersection is expected to operate with high levels of delay and vehicle queues with the addition of the fourth leg and site generated trips under side-street stop control. As a result, a multi-lane roundabout with eastbound right-turn bypass has been proposed for the TH 41 at Peavey Road intersection to accommodate the new traffic demands, consistent with the existing roundabout at the TH 41 at Lyman Boulevard intersection north along TH 41 and will provide efficient traffic operations along TH 41.

Peak hour traffic volumes and operations should be monitored to ensure that the eastbound approaches of both the TH 41 at Peavey Road and TH 41 at Oakridge Drive intersections perform adequately beyond forecast year 2032, as significant queueing for these movements could impact intersections internal to the site. It should be noted that this queueing results directly from high-volume conflicting movements preventing adequate gaps. A capacity expansion of the TH 41 corridor should be considered, as additional lanes along TH 41 may be needed to increase gaps and improve eastbound operations. Detailed analysis and recommendations for the TH 41 intersections are summarized in the TH 41 at Peavey Road Intersection Control Evaluation (August 2021).

Background traffic growth and development trips are expected to have a negligible impact on intersections internal to the site. No other significant delay or queuing issues were observed related to those intersections. High-level parking and traffic impacts for each land use are included in their corresponding sections. Detailed analysis and recommendations for the internal site intersections are summarized in the Oak Ridge Commons Traffic Impact Study (September 2021).

**Existing Wetlands**

As part of the proposed Oak Ridge development, two wetlands and one ephemeral stream will be impacted. A Joint Application Form has been put together detailing the components of the development, explaining how aquatic resource impacts were avoided and minimized using the Wetland Conservation Act sequencing analysis, and identifying a wetland bank to mitigate the impacts to wetlands on site.

The Joint Application Form will be submitted to the LGU, the City of Chaska, and the Army Corps of Engineers on September 7th for their review and approval. Additionally, before the submittal of the Joint Application Form, an Approved Jurisdictional Determination was requested from the Army Corps in May 2021 and is currently being processed. Once the Joint Application Form has been approved, the developer will purchase the appropriate amount of wetland bank credits to mitigate for any wetland impacts on site.

**Landscape Architecture**

Oak Ridge Commons will preserve several existing trees and other vegetation to provide aesthetic and environmental benefits. The landscape plans have been coordinated between users to use like plant materials to develop a common them amongst the different users. The overall development includes a variety of plants and landscape areas that will include overstory trees, understory trees, boulevard trees, evergreen trees, shrubs, perennials and groundcover vegetation that provides a wide variety of colors, textures and sizes. The proposed plants include a combination of native and cultivar species for both

diversity and durability. A majority of the existing and proposed paved areas include trees, shrubs and perennials to enhance the feel of these paved areas. The landscape plans have been developed to preserve various existing trees along with provide new trees and other plants to fulfill the City's landscape guidelines. All new landscape beds and lawn areas will be irrigated.

**Street Lighting**

Lighting plans for the access road and parking lot areas have been provided and are designed to meet the City requirements. It is the intent to have lighting fixtures be similar in nature throughout the development, and the final fixtures are in the process of completing the selection of the fixtures. The intent is to have one type of fixture that is more decorative along the access road that will serve as pedestrian and street lighting.

**Development Signage**

Signage for the development will occur at the two entrances from Highway 41 with a monument sign at each location as shown on site plans. Each of the signs will be monument type signs, with the main sign at Peavy being on the retaining wall. All of the users will have rights to be on the monument signs, if desired.

**Existing Hotel & Conference Center**

As stated in the project introduction, the COVID-19 global pandemic has significantly impacted the existing hotel and conference center. The complex is now closed and has been for several months due to the dramatically impacted hospitality and conference industry. However, the proposed project will bring the complex up to current City and County code as it will contribute to the newly built regional stormwater system, will add parking spaces to comply with the current code requirements for parking stalls, and will add lighting and enhanced landscaping. Included in our application are exhibits that analyze the impacts of the hotel being repurposed into office, the currently allowed use that would put the most stress on the site's traffic and related infrastructure. To that end, we have used an office use as the site's trip generation for the external and internal traffic impact analyses and have created a proof of parking exhibit for a parking deck that could be built to meet parking code if the building was repurposed for office. While the project team continues to identify what the best use is for the future of this complex, the project team is prepared to move forward with all of the site improvements to allow the Costco and Continental developments to move forward and position the existing hotel and conference center for a successful redevelopment; giving it a new life and opportunity to be productive part of the Oak Ridge Commons development, whether as a hotel and conference center or another complementary use that fits within the existing PMD 5 zoning.

**Parking and Traffic Impacts**

The proposed Oakridge Drive at West Access intersection consists of a four-legged and side-street stop-controlled intersection with dedicated northbound and southbound left-turn lanes; this access also includes two westbound discount club exiting lanes. Background traffic growth and development trips are expected to have a negligible impact on intersection operations internal to the site.

## The Springs McKnight Lake

**Parking and Traffic Impacts**

The proposed development includes 280 units of multi-family housing, which would require two parking stalls per dwelling unit. The proposed site plan includes 576 stalls (out of 560 required) which is

adequate. The proposed Oakridge Drive at South Access intersection consists of a three-legged and side-street stop-controlled intersection with no dedicated turn lanes. A dedicated westbound left-turn lane is not needed based on peak hour traffic volumes, as entering volumes are relatively low. Background traffic growth and development trips are expected to have a negligible impact on intersection operations internal to the site.

**Emergency Vehicle Turning Exhibit**

City Staff has requested an emergency vehicle turning exhibit and has provided the specific fire truck spec to be used. Please reference the attached EXHIBIT A-Emergency Vehicle Turning Exhibit.

**Usable Open Space Analysis**

An analysis of the community's usable open space was completed under the guidance of Zoning Ordinance 9.11.4.1.1. The attached EXHIBIT B-Usable Open Space Analysis highlights the useable open space on site and includes a table with the area breakdown calculations. The proposed Springs at McKnight Lake community includes 15.7% usable open space which exceeds the 15% minimum.

**Housing Diversity, Building Design and Colors**

Staff requested a provision that the four currently proposed elevations are further differentiated, specifically the main building color. Previous 'Craftsman' and 'Prairie' elevations appeared to have a similar palette. Continental re-engaged the project architect to solidify the four distinct building elevations, each with their own main color palette. Front elevations of the four palettes; Contemporary=Blue, Ranch=Beige, Craftsman=White, and Prairie=Bronze Green/Gray are included below. Full sets of colored, four-sided elevations can be found in EXHIBIT C-Building Elevations.

**Landscaping**

Staff has requested a higher level of landscaping and screening on the edge of Highway 41. Please reference the Landscape plans (specifically sheets L-2.3) for further details on the proposed, increased levels of landscaping and screening.

**Mechanical Screening**

A zoomed in perspective on the mechanical screening was also requested to show how our proposed landscape screening will be a sufficient screening mechanism. Please reference *EXHIBIT D-Mechanical Screening Perspective* for further details. Included withing the exhibit is a 3D rendered perspective of a proposed building as well as an in place, example photo.

**Paved Trail Connection**

The future public trail connection south of Building 14 will be paved. Please reference the Civil Plans (specifically sheet C-3.3) for further details. The specific civil call-out, is for a 6-foot-wide, "BITUMINOUS CONNECTION TRAIL TO LAKESHORE TRAIL".

## PROPOSED COSTCO WHOLESALE

Oak Ridge Commons, Chaska, Minnesota

## Property Owner and Project Team

| | |
|---|---|
| Property Owner: | RCS-RCA Oak Ridge LLC<br>1959 Sloan Place #220<br>Saint Paul, MN 55117-5511 |
| Contract Purchaser: | Costco Wholesale Corporation<br>999 Lake Drive<br>Issaquah, WA 98027 |
| Real Estate Consultant: | Michael Stratis<br>President<br>Intrepid Properties, Inc.<br>2311 W. 22nd Street<br>Oak Brook, IL 60523 |
| Development Manager: | Stephen Cross<br>President<br>Cross Engineering & Associates, Inc.<br>1955 Raymond Drive, Suite 119<br>Northbrook, IL 60062 |
| Architect: | Risa Yuki<br>Principal<br>MG2<br>1101 Second Ave, Ste 100<br>Seattle, WA 98101 |
| Engineer, Surveyor: | Steven Sabraski, PE<br>Principal<br>Landform Engineering Company<br>105 South 5th Avenue, Suite 513<br>Minneapolis, MN 55401 |

# PROPOSED COSTCO WHOLESALE

## NWC Hazeltine Boulevard & Oakridge Drive (Oak Ridge Center)

### 1.0 Introduction and Project Description

Costco Wholesale (Costco) began operations in 1983 in Seattle. In October 1993, Costco merged with The Price Company, which pioneered the membership warehouse concept in 1976. In January 1997, after the spin-off of most of its non-warehouse assets to Price Enterprises, Inc., the Company changed its name to Costco Wholesale Corporation, which trades under the NASDAQ symbol "COST."

Costco originated the warehouse club concept in 1976 and continues to be an industry leader in terms of service, quality, value, and innovation. Costco has grown to become, in terms of sales, the second-largest Global retailer and the largest operator of membership clubs worldwide.

Costco currently operates multiple locations throughout the Minneapolis/St Paul area. Existing locations include Burnsville, Maple Grove, Coon Rapids, St Louis Park, Maplewood, and Woodbury. Costco also recently added a Business Center in downtown Minneapolis to the area. Based on 2019 membership data, currently more than 4,500 residents of Chaska are currently Costco members.

Costco has entered into an agreement to purchase and develop approximately 16.33 acres of an overall Planned Multi-Use Development (PMD) project area of 66.8 acres, identified as "Oak Ridge Commons". As part of the PMD, Costco is proposing to develop a member's only retail warehouse along with accessory uses to include an attached tire center, liquor pod and a free-standing fueling facility. The proposed Costco retail warehouse building will be approximately 164,485-sf, which also includes the approximately 8,078-sf attached liquor sales pod. In developing Costco's site plan, we considered the other PMD sites to orient the site layout and used the architecture and landscape design to complement the other components of the PMD. Providing a commercial component within the PMD allows for both the residential and commercial/office users and visitors to have services within their immediate community area.

A private perimeter roadway is proposed to run around the north, west and south sides of the Costco parcel, and Hazeltine Boulevard runs along the east side of the parcel. Two access points are provided from the Costco parcel to the PMD perimeter roadways. The main Costco access driveway connects to the north portion of the roadway, and the secondary access connects to the west, which has been lined up with the proposed driveway to the hotel and conference

center. The primary access from the public roadway to the PMD and Costco property will be from the proposed traffic circle at Hazeltine Boulevard and Peavey Road, with a secondary right-in/right-out/left-in access from Hazeltine Boulevard located approximately at the existing Oak Ridge Drive location. In coordination with the PMD's design engineer, we have designed the Costco access, onsite parking, and traffic flow to work well with the overall PMD's access and perimeter roadways.

The Costco building has been positioned on the south end of the Costco parcel, with the loading dock and compactor located on the northeast and east sides of the building, respectively. This puts the loading area on the opposite side of the building from the hotel and conference center, as well as the future development to be on the parcel behind the Costco warehouse. Due to the proposed building and pavement design grades relative to the ROW grades, there will be a berm along a section of the Hazeltine Boulevard ROW adjacent to the loading dock/compactor/transformer area. In conjunction with this berm, there will be heavy landscape screening along the ROW line to provide year-round screening of the loading area and compactor from the adjacent roadway. Truck traffic will primarily enter and exit the Costco parcel from the north perimeter roadway. With exception of local vendors/supplies and delivery services such as UPS or FedEx, all deliveries to the warehouse are controlled by Costco so that most deliveries are completed during the morning hours, prior to the store opening.

The fuel facility is located at the northeast corner of the Costco parcel, adjacent to the Peavey Road and Hazeltine Boulevard intersection. The fuel facility is designed to complement the main building by using similar materials. A warming hut with restroom will be provided for the fuel facility attendants. It should be noted that there is no convenience store proposed for the fuel facility, and it will not negatively impact the City's nearby municipal wells. Traffic access has been well designed to ensure that traffic visiting the fuel does not impede traffic flow to the main building. The fueling facility will initially provide for four islands with 12 dispensers allowing for 24 pumping locations. The fueling facility area has been designed with room to extend the islands if needed in the future, which will allow an expansion of four more pumps providing for an additional 8 pumping locations. In the ultimate configuration the fueling facility will provide a total of 32 pumping locations.

Cart corrals are well-distributed throughout the parking area for temporary cart storage by members visiting the store during open hours. The carts are collected throughout the day, and all carts are then brought into the store at the end of each day.

Parking lot landscaped islands are provided throughout the site, generally at the end of each parking row. The total parking islands and landscaped areas is approximately 10% in accordance

with Section 9.6.5.4, and all landscaped islands are curbed. Most of the islands do meet the 10-foot planting width requirement, however, due to the parcel constraints and parking stall geometry a few the islands provide less than the required 10 feet width. We have carefully considered the landscape materials within the islands and have designed a landscape plan that is suitable for the varying island widths. All landscaped areas will be provided with irrigation.

A well placed and designed outdoor gathering space is provided on the north side of the building at the east end of the liquor sales building. A picnic bench/table and benches have been provided for customer and employee use. Attractive landscaping and shade trees have been provided to enhance the area to create a relaxing place away from the building's customer entrance for a lunch break, or perhaps to wait for a ride home.

An accessible-designed pedestrian walkway is proposedto connect the Costco store entrance to the west perimeter roadway sidewalk. This walkway can also be used to access the hotel and conference center to the west. Additional sidewalks are provided from the building up to the north perimeter road to provide access to Hazeltine Boulevard at Peavey Road and a pedestrian walkway is proposed to the south for convenient access to and from the parcel behind the Costco.

RCS-RCA, LLC (Master Developer) will be subdividing the overall PMD property and re-zoning the property as needed to allow all the proposed Costco retail uses. The Costco parcel is identified as Lot 2, Block 1 of the plat titled "Oak Knoll Second Addition" and is approximately 711,162 sf (16.33 ac). Amongst other things under the Master Developer's responsibility for the overall PMD, the Master Developer will also be responsible for constructing the perimeter roadways around the Costco parcel, Hazeltine Boulevard improvements, mass grading and constructing retaining walls at the Costco parcel, providing utility stubs to the Costco parcel and installing the PMD's stormwater management system.

| Setbacks: | Required | Provided |
|---|---|---|
| Building setback from Hazeltine Blvd CL | 150 feet | 166 feet |
| Fuel facility setback from Hazeltine Blvd CL | 150 feet | 160 feet |
| Parking lot setback from Hazeltine Boulevard CL | 90 feet | 117 feet |

Building Coverage:

| | |
|---|---|
| Building Area | 165,255 sf |
| Fuel Facility Canopy | 8,127 sf |
| Controller Enclosure | 186 sf |
| Lot Area | 711,162 sf |
| Percent Coverage | 24% |
| Floor Area Ratio | 0.24 |

The anticipated warehouse and fuel facility operations hours will be:

| | Warehouse | Fuel |
|---|---|---|
| Mon-Fri | 10:00 am – 8:30 pm | 6:00 am – 9:00 pm |
| Sat | 9:30 am – 6:00 pm | 7:00 am – 7:00 pm |
| Sun | 10:00 am – 6:00 pm | 7:00 am – 7:00 pm |

**2.0 Parking and Traffic Impacts**

It should be noted that the Costco parcel is limited in size due to the site constraints around the three sides internal to the PMD property. To the north there is a perimeter roadway and steep slope area that requires a significant retaining wall to match the existing grades, and to the west and south the existing hotel configuration does not allow for any expansion of the Costco parcel. The parking has been efficiently distributed around the north and west sides of the warehouse to maximize the convenient parking spaces proximate to the customer entrance and exit located at the northwest corner of the building. The Costco site plan provides approximately 721 parking stalls, which calculates out to a parking ratio of approximately 4.39 stalls per 1,000 sf of building area. Although the city code requires a parking ratio of 5.0 stalls per 1,000 sf of floor area, or approximately 820 stalls, based on Costco's operational history throughout the area we are confident that the proposed 721 stalls should provide more than adequate parking for the operation for both employees and member parking throughout the year. It should be noted that the interior parking stall dimensions are 10' wide by 20' long, and the perimeter parking stalls are 18 feet long with a 2-foot overhang into the landscaped area.

The proposed Oakridge Drive at North Access intersection consists of a three-legged and side-street stop-controlled intersection with a dedicated westbound left-turn lane, a northbound left-turn lane, a northbound channelized right-turn lane, and a shared eastbound through / right-turn lane. The proposed dedicated left-turn lane is recommended to keep Oakridge Drive

clear of turning vehicles, improving safety, and providing for more efficient operations. Additional signing for the eastbound approach may be needed as traffic volumes increase in the future to avoid eastbound peak hour queues from blocking westbound left-turns.

**3.0 Landscaping**

The City's landscape ordinance (Section 9.6.5.1) requires trees based on the square footage of building floor, multiplied by the number of floors. At 30 feet high to the parapet the Costco store is considered a two-story building for the purposes of the landscape ordinance which, for a building of this size, requires 514 caliper inches of trees for each story. The total caliper inches required is 514 x 2 = 1028 caliper inches of trees. The ordinance also specifies the percentage of trees required to be between 2.5 and 4.5 caliper inches, as well as several understory trees and shrubs.

The Costco site landscaping plan has been thoughtfully designed to provide lush landscaping throughout the site and to soften views of the building and parking lot. All landscape islands and perimeter landscaped areas are heavily landscaped to provide the required landscaping. Due to the building size and height the total required landscape material cannot be provided in the landscape areas without reducing the parking count. Furthermore, the extensive retaining walls also limit the available landscape areas on the north and west sides of the property, as well as around the fuel facility. Rather than squeezing additional landscaping onto the site purely to meet the numerical requirement, we have looked at the landscape plan holistically to see what works for the property and the intent of the ordinance. As such we focused on a dense landscape design and placed the larger trees around the perimeter of the property, specifically along Hazeltine Boulevard and along the rear of the main building. This strategy puts the more mature landscape in areas visible to the roads and surrounding properties. We also increased the size of the evergreen trees from 6-foot to 12-foot trees to further screen the loading dock and compactor, and, to provide heavier landscaping along the south side of the Costco building and fuel station. The landscape design has provided for canopy trees, understory trees, and shrubs along every linear foot of perimeter as well as within the green space available on the Costco parcel. We have strategically placed the smaller caliper trees within the parking lot landscaped islands which, based on our experience, have a much better chance of survival in these smaller areas.

Native trees and shrubs were used to the extent possible, but to provide diversity so that one species is not wiped out should a disease or pest invade the site, we had to use a wider selection that includes a few hardy non-natives. The other important factor for these street and parking lot trees and shrubs is that they must be salt and urban tolerant. While certain native trees and shrubs are salt tolerant, the plant palette is short and lacks the diversity that we would like to provide. It should be noted that the City's ordinance does not allow any elm species (*Ulmus* spp.), presumably because of Dutch elm disease. However, many American elms have been bred to be

resistant to Dutch elm disease and they also happen to be salt and urban tolerant. Colorado State University conducted a 10-year trial of many species of American elm cultivars and elm hybrids, across several states, to determine their resistance to other biotic and abiotic stressors. This trial ended in approximately 2015 and several cultivars rose to the top of the list as good performers. As such, we believe that the American elm, *Ulmus americana* 'New Harmony', which came out top in this trial, is a good fit for the site conditions, there we have included them in our plant list for consideration.

In addition, we have coordinated the plant palette and landscape design along the perimeter roads with the PMD's landscape architect to provide a cohesive design to tie the landscaping across the PMD and create a beautiful streetscape along the perimeter roadways.

A final note, Costco is willing to explore the possibility with MnDOT to place trees within their ROW.

## 4.0 Architecture

The design of the Chaska Costco aims to reflect and highlight the traditional colors, brick, and subtle detailing unique to the influential buildings within the City of Chaska while integrating a sustainable building system component.

The materials selected for this design respond to the larger scale of the building with appropriately proportioned structural brick units for appearance and constructability. The design is grounded with structural brick, reflecting the color of Chaska brick, comprising 42% of the building façade and is detailed with the use of limestone veneer and half-height split-face concrete masonry units to add texture and visual interest. Detailed vertical and horizontal articulation are represented through color, corbelling, soldier coursing and textured banding while larger scale movements are represented through the use of parapet steps and variable brick massing heights.

The remainder of the façades are comprised of high-quality architectural metal panels in two colors complimentary to the brick and masonry. These panels and the structural steel system within, utilize high percentages of recycled content (80%). The associated batt insulation is also more than 50% recycled content, therefore combined, increases the sustainable design aspects, and reduces energy use at the Chaska Costco.

The warehouse entry is a focal point to the site and the design incorporates pedestrian scaled detailing and the use of glass. However, based on the location and placement of the building on

the site and its adjacencies to the right-of-way and existing and future developments, similar design and details have been thoughtfully carried through across all four elevations.

The fueling facility canopy design takes cues from the warehouse and incorporates the structural brick and high-quality architectural metal panels utilized on the warehouse in like colors. The structural steel columns are wrapped full height with structural brick and the canopy fascia incorporates architectural metal panels with a cornice to cap the panel and a trim piece to frame the bottom.

The fueling facility also houses small controller enclosure that encompasses the required safety and operational components for the facility and a restroom for the attendant's use. Due to the colder winter environment, a single occupant attendant station (warming hut) is also provided under the fuel canopy to provide a warming area for inclement weather conditions. The facades of both units are comprised of smooth, insulated metal panels in colors to compliment the fuel canopy and column colors.

***Signage:***

Free-standing monument or pylon signs are not proposed by Costco as they prefer to rely on the building wall and fuel facility canopy signage to identify the property and store. Wall signage is intentionally located and sized proportionally to the façade for off-site visibility and on-site directional cueing. Signage size and locations are depicted on the architectural elevations and architectural site plan.

***Screening:***

Screening of rooftop units is achieved with building parapets. Site sections have been provided to depict the line of site taken from the opposite side of road to reflect that rooftop units are screened. After construction, should a small portion of a roof top unit be visible, the unit will be painted to match the wall directly adjacent.

The operation and placement of the building on the site locates the side of the load dock, the compactors and transformer along Hazeltine Boulevard (Truck Highway 41). To screen the visibility of these elements, the landscaping has been thoughtfully designed and sections from Hazeltine have been provided to reflect this condition.

***Site Lighting:***

All site, exterior building and sign lighting fixtures designed are energy efficient LEDs. Light poles have been coordinated with the design team to provide well placed, consistent lighting throughout the site and are located within landscape areas, with few exceptions, in unison with the landscaping, parking stalls and retaining wall designs. The lighting is designed to provide safety of our customers and employees, while controlling light spill with selective pole placement and light distribution to not exceed the maximum allowable limits of 1.0 foot-candles at the property boundary.

***Sustainable Design***:

Awareness and responsibility to design, construct and operate Costco sites and buildings in an energy-efficient, sustainable, and environmentally responsible manner are embedded into the Costco program. This includes, but are not limited to:

Construction and Design

- Building materials are selected that utilize high percentages of recycled content. The building structure steel system and architectural metal panel skin are comprised of 80% recycled content. Associated batt insulation is more than 50% of recycled content and provides a great R-value reducing heating/cooling needs and energy use.
- The pre-engineered structural steel building system minimizes steel waste and provides erection efficiency decreasing the number of steel delivery trucks on the road and shortens the duration of construction reducing the carbon footprint.
- The roof maintains reflectance, emittance and SRI ratings that lessen heat gain on the roof.
- All site and building interior/exterior lighting systems utilize LED technology significantly reducing energy use.
- Installation of high-volume, low-speed ceiling fans working in conjunction with HVAC systems decrease temperatures in the summer, while circulating warm air in the winter to lessen HVAC run time.
- Use of a non-VOC concrete floor sealant comprises 80% of the floor area.
- The landscape design utilizes native vegetation and drought tolerant species to increase survivability and minimize irrigations needs.

Operations

- Implementation of the APANA water management system drives operational efficiency to lower site and building water waste and sewer use.
- Use of food safe Propylene Glycol to eliminate use of HCFC refrigerants in refrigeration systems.
- Mechanical heat from refrigeration systems is captured to preheat hot water tanks reducing energy use to heat water and the venting of heat to the outside environment.
- Continual efforts are made to improve the efficiency of HVAC and refrigeration systems through new technologies such as variable speed drives and more efficient motors, while meeting more stringent requirements for heating, cooling, and humidity control.
- Installation of insulated doors to the walk-in refrigeration point of sale coolers to maintain controlled temperatures and reducing stress on the refrigeration system.
- Expanded efficiencies in product packaging and transportation logistics reduces the number of delivery trucks on the road. The "reverse logistic process" maximizes truck use during return trips to the depots. Outcomes include reduction of empty truck miles and lowering of the carbon footprint.
- Diverting waste from landfills through food source reduction, efficient packaging, recycling (cardboard, paper, tires, shrink wrap), donation, and reuse of cardboard boxes to carry purchased items (in lieu of bags) decrease waste hauling and reduce of Greenhouse Gas emissions caused by methane release through the decomposition of materials.

## 5.0 Summary

The petitioner respectfully petitions the City of Chaska to approve the preliminary submittal plans and documents for Costco to develop the subject property as depicted on the plans and documents submitted in conjunction with this application. Costco will bring approximately 150 – 200 both full-time and part-time employment opportunities to the area. They have been leaders in providing excellent starting wages and benefits for their employees with a focus on developing those individuals for advancement opportunities throughout Costco's global operations. Additionally, Costco continues to be a key component in both nationally and local community involvement with multiple charitable organizations.

# PRELIMINARY SUBMITTAL

## THE SPRINGS MCKNIGHT LAKE

A multifamily residential development in
Chaska, MN




CONTINENTAL 589 Fund LLC.
W134N8675 EXECUTIVE PARKWAY | MENOMONEE FALLS, WI 53051

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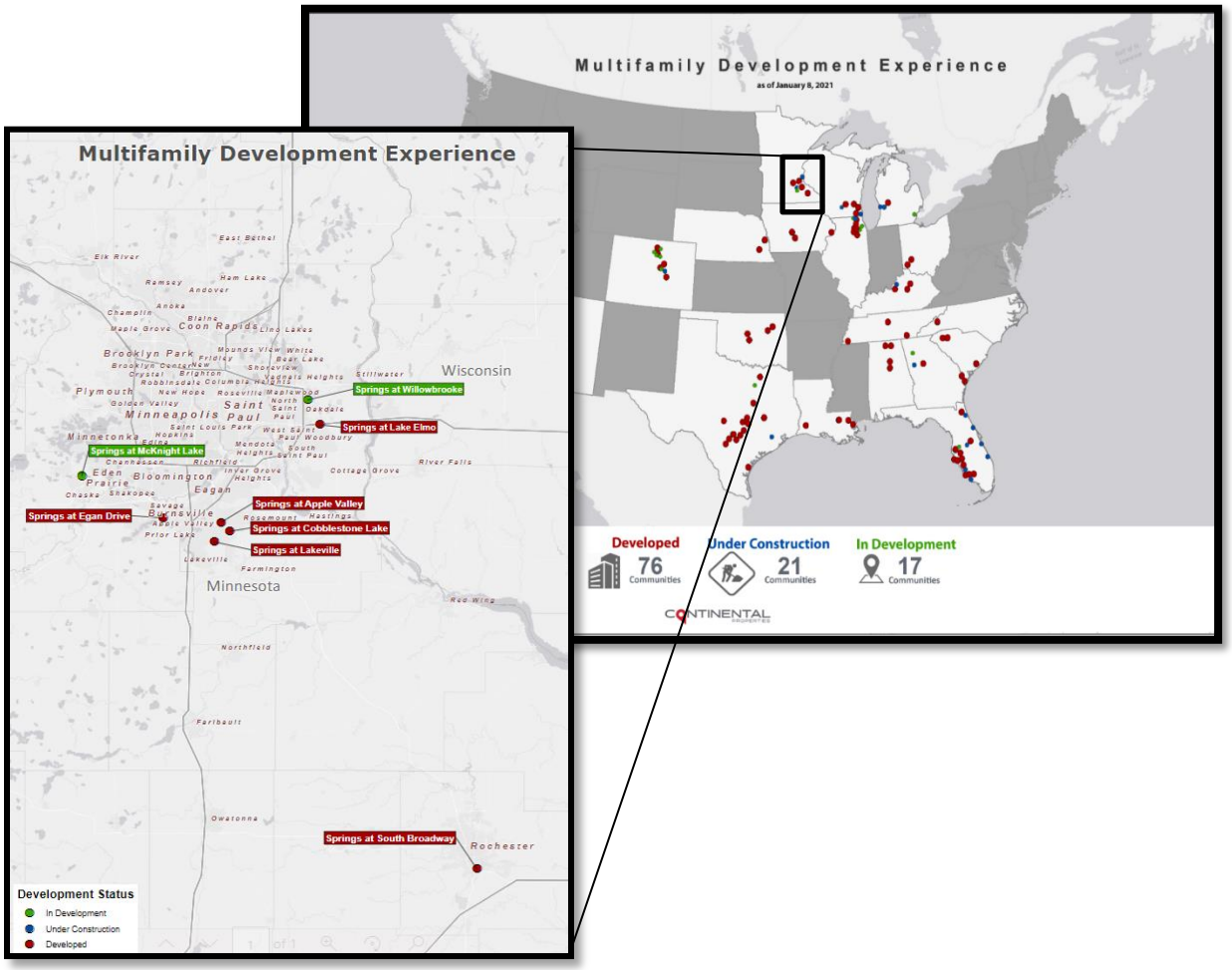
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# INTRODUCTION

## CONTINENTAL'S DEVELOPMENT EXPERIENCE

Continental Properties' portfolio currently includes over 70 Communities across 19 states. Continental owns and operates all our multifamily communities to ensure the on-site Property Management is first-class. To date, Continental has developed more than 26,000 homes, including 5 communities in Minnesota alone, the two most recent of which are currently under construction in Lakeville and Lake Elmo.

Continental's multi-family development emphasizes the use of suburban modern multifamily communities on the best sites, in the strongest sub-markets within markets with excellent supply and demand characteristics. Continental's portfolio of projects reflects that in its various communities throughout the US, *Multifamily Executive* ranked Continental among the Top 10 Division III (10,000-19,999 units) management companies.



# PROJECT NARRATIVE

## Project Introduction

Continental Properties Company is a national developer, owner, and operator of Class-A, market rate rental housing communities. Continental 589 Fund (Continental) has a purchase and sale agreement in place with RCS-RCA Oak Ridge LLC to purchase 27 acres of land at the southeast corner Oak Ridge Commons, with intent to build a 280-home market-rate suburban apartment community known as Springs at McKnight Lake.

## Springs Community Overview

Continental's proposed apartment community includes 280 homes within 14 residential buildings. Buildings will feature private, ground-level entrances to each home. All buildings are two-stories in height or less. Residents have a choice between attached, direct-access garages, detached garages, or ample surface parking to best fit their needs. There will be a variety of home types including 28 studio homes, 112 One-bedroom, 112 Two-bedroom, and 28 Three-bedroom homes, as detailed in the table inset at right.

| Type | # | % |
|---|---|---|
| Studio | 28 | 10 |
| 1-Bedroom | 112 | 40 |
| 2-Bedroom | 112 | 40 |
| 3-Bedroom | 28 | 10 |

# PRELIMINARY FEEDBACK

Through Chaska's Concept Plan Amendment process, Continental received feedback from staff and planning & city councilmembers. Continental has made some additions, deletions, and revisions to the community for this Preliminary Submittal to better align with Chaska's vision for the community. Further breakdown and details on each of staff's notes are discussed below.

## Housing Diversity, Building Design and Colors

The exterior elevations and colors originally proposed did not provide the desired architectural interest and variation. Continental engaged Kahler-Slater, the project architect, to create unique architectural schemes based on the surrounding Chaska community. Drawing upon local architectural styles and design elements, four distinct design schemes were created: contemporary, craftsman, prairie, and ranch.

One of the most prominent design elements of the Chaska area is the use of Chaska brick in the exterior façade of many of its buildings. The Springs at McKnight Lake will continue to proudly feature the use of Chaska brick. The distinctive brick known for its unique cream color served as the primary design element and allowed the Springs to create custom exterior color palettes that reflect both the rich history of the area and the modern building styles of today. The blues, greens, and beige colors offer contrast and variation while still being cohesive with the surrounding natural landscape. A description and colored elevation of each scheme are highlighted below. Further details and full, colored, four-sided architectural elevations are included in *Exhibit E*.

Clubhouse:

The capital building and the first impression for the community and future residents will proudly be the first of its kind clubhouse for Chaska. A high percentage of Chaska brick flanking the entry will ground newcomers with a sense of place and history, while the standing seam metal tower and copious natural light will invite residents into a clean, safe, and fresh community adorned with all the modern amenities. This theme is continued throughout the clubhouse with large windows & transoms, Chaska brick, metal accents and gathering areas throughout.







Building Scheme – Contemporary:



Most similar to the Clubhouse, the contemporary scheme draws on a large percentage of Chaska brick, contemporary panel siding and metal roof accents. The blues and grays echo the sky and waters of McKnight Lake and the white trim and garage doors adds contrast while providing clean and fresh look.

Building Scheme – Craftsman:



The craftsman scheme known for its large percentage of vertical board and batten siding will be another architectural scheme. A total of 8 dormers (four on the front and back) will break up the roofline and metal accents, including standing seam metal roofing on the dormers will add further architectural interest. Earth tones with a dark contrasting trim color will tie this scheme into the surrounding landscape and the other building schemes. Burgundy front doors offer a distinctive color that has been traditionally welcoming people home for years.

Building Scheme – Prairie:



The prairie scheme is characterized by long horizontal bands of material and the hipped roofs will provide more roof variation within the community. The Chaska brick grounds this scheme when applied in the low horizontal bands as shown and the green and beige color scheme really ties this building to the earth. A copper color front entry offers a nice pop of color while still being cohesive with a natural, earthy look.

Building Scheme – Ranch:



The ranch scheme, characterized by raised center roof line, will provide some height with the various schemes. Proposed to be located towards the middle of the site, the ranch scheme will anchor the community. Dark shake siding with the creamy Chaska brick will provide great contrast and offer a traditional & historic look further echoing a sense of place & community.

## Mechanical Screening

On a trip to another Springs community, Staff noticed that HVAC condensers were very prominent in terms of visibility and suggested more effective screening to be implemented. Continental worked with the landscape architect to select a more robust screening. Mint Julep Junipers have been placed in strategic planting groupings to provide more effective screening. These plants have a maximum growing height of six feet with a typical spread of three feet. The Junipers are also evergreening, which means they will be more effective year-round in lieu of the grasses typically seen elsewhere.

## Perimeter Fencing and Gates

The concept submittal included a proposed site plan with a perimeter fence and automated entry-drive gates, a feature of our SPRINGS brand. Preliminary feedback received was that fencing, and gates promoted a sense of division and exclusion from the broader community. Continental has removed the perimeter fence and gates from the site plan. Fencing and security gates remain around the pool and pet parks for child and pet safety.

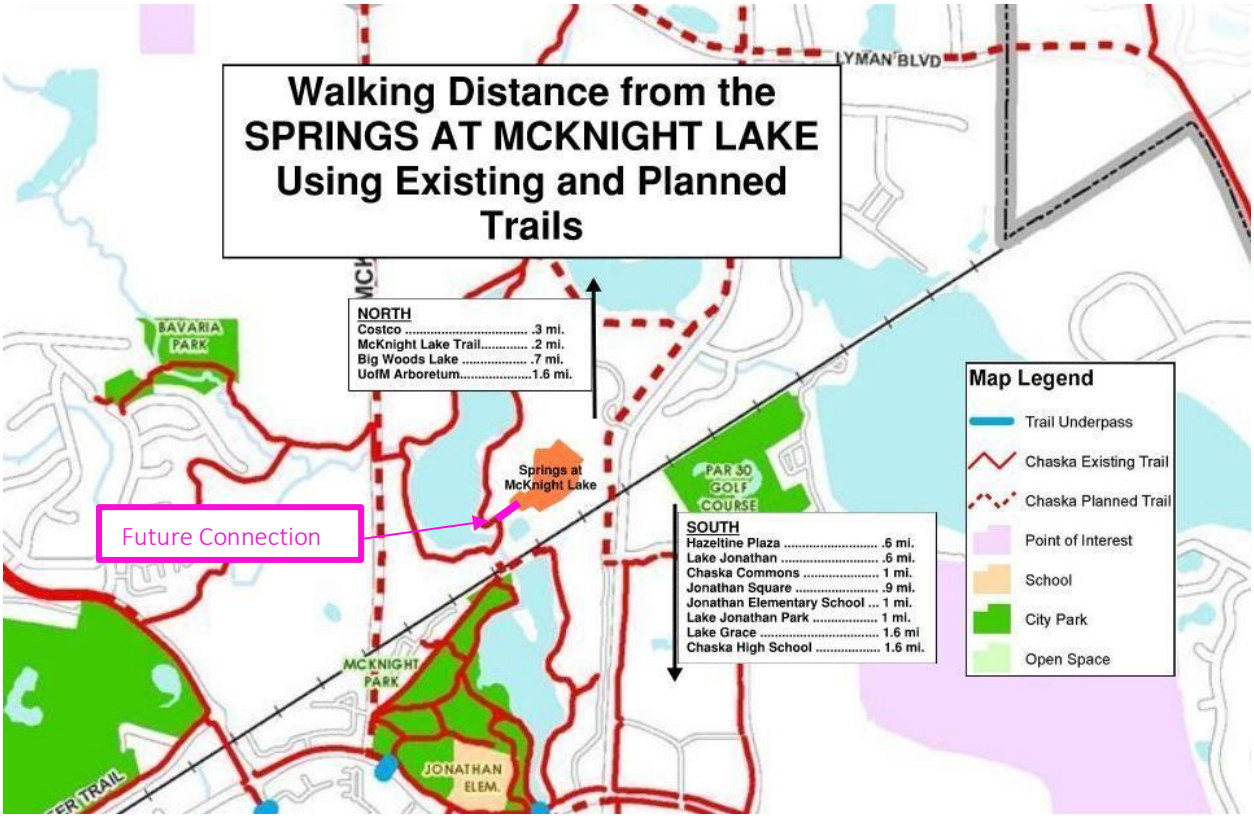
## Relationship to McKnight Lake, Sidewalks & Trails

The proposed development site is a natural beauty. Located along the shores of McKnight Lake, the existing condition of the site is a vacant, wooded parcel with swift elevation changes and exiting trail connections to McKnight Lake. The existing conditions and site forces plans can be seen in *Exhibit B*.

The potential of the site brings an understanding and analysis of the site forces. *Exhibit C* shows the overall site plans that Continental has designed to specifically show how the Springs of McKnight Lake will use the existing site conditions to create an enhanced quality of life for future residents. The Springs at McKnight Lake proposal offers greater flexibility in site design with its 14 individual building able to capture grade change more efficiently and create better site lines to the Lake and area green space and the resident amenities. The courtyard design creates exterior community gathering places that will allow resident to enjoy the natural surroundings of McKnight Lake. All buildings in the Springs development will be two (2) stories allowing the natural light to reach the open space courtyards between each building.

McKnight Lake and Chaska's trail network around it, is truly one-of-a-kind and one of the greatest amenities for this community. Continental seeks to showcase these features and provide the desired articulation and viewsheds. Although not shown very well on the concept plan, a pedestrian trail connection to this system is planned and is shown in greater detail in the Colored Site Plan located in Exhibit C.

The location of Springs at McKnight also provides easy access to many community amenities that the City of Chaska has to offer including retail, recreation, and local area schools. While vehicles will remain the predominate form of transportation, the Springs' residents have the opportunity to use the proposed sidewalk improvements along Hwy 41 along with the Chaska trail system to access area amenities as seen on the map on the following page.




## Amenities for Children

Concerns were heard over the lack of community amenities geared for small children. Given that the site is disconnected from the robust parks and amenities for kids in downtown Chaska, a strong desire to offer an on-site child amenity was considered. Continental is proposing a fenced, tot lot area with playground structure near the clubhouse and pool. The highly visible and accessible area will ensure that kids will have a safe, clean, and monitored space to play. Please see the Colored Site Plan located in Exhibit C for its exact location.

## Parking and Turnarounds

The parking required per code is greater than the 545 spaces in the March residential submittal. Per code the Springs parking required would be 2 space per unit or 560 parking stalls. Continental is proposing a mix of both covered and uncovered at this development which exceeds the parking code. Each building has eight (8) attached garages with six (6) apron parking stalls. 30 detached garage stalls will also be provided throughout the site giving residents additional parking options. In the Metro Minneapolis market, our Springs properties average 50% garage to unit ratio. This data shows that about half of our Springs residents do not show a need for covered/garage parking.

Feedback received was that the covered parking ratio was too low, and that Continental should consider providing more covered parking. Continental believes that 50% covered parking is not only adequate but advantageous to the resident. By offering multiple different options (attached, detached, or surface parking), residents can select the option that makes the most sense for them. By providing a greater number of options, we provide our residents the ability to customize their living experience to best meet

their needs.

However, Continental did review the site plan and identify three locations to design for "future use" detached garages should the demand be greater than our demand expectations. These "proposed locations for future garages if needed" can be found on the Site Plan located in *Exhibit C*.

In addition to the proposed future garages, Continental prepared additional parking and snow storage exhibits located in *Exhibit D* to show the relationship between the buildings, available surface parking, and available snow storage. The Springs at McKnight Lake is designed to ensure not only all buildings have adequate parking, but that parking is located within a reasonable proximity. The additional stalls over and above the parking code will be also be used for snow storage in the winter months. Snow removal is contracted out to professional companies and snow loads will be pushed into these designated areas. In particularly heavy snow years, snow will be professionally removed off property to ensure adequate parking remains.

As for comments regarding the twisting and turning nature of the site and the concern for emergency vehicles, Civil engineers have received specific emergency vehicle turning radius information from Chaska and had designed the site accordingly. Please see the civil plans for specific radii information and site design.

## Landscaping, Tree Preservation and Screening along Highway 41 & TC&W Railway

Staff noted that various exhibits and adherence to city standards will be necessary to identify in the preliminary submittal. Landscaping will adhere to Chaska's multi-family standards and parking islands will be placed so parking lots will not exceed 25 stalls. A tree preservation study was conducted, and a tree preservation plan is provided within the civil plan documents.

Along Highway 41 & the TC&W Railway trees were placed strategically along the site grading to create a natural buffer between the highway, railway, and the community. Further landscaping detail and grading information can be seen within the Civil and Landscaping Plans. It should be noted that the railway sits approximately 15-20 feet lower than the community. The difference in elevation, existing trees & undergrowth that will remain along the perimeter as well as the buffer trees planted next to the community will be an adequate buffer.

## Traffic Comparison and Analysis

As for the traffic and the roadway systems, the Springs at McKnight Lake reduces the overall traffic demand as compared to the originally proposed Oakridge Senior Living Campus from 597 total trips proposed in Feb 2020 to 522 total trips per the May traffic update. See *Exhibit D* to see the full traffic summary report.

**ITE Trip Generation Estimate - Oak Ridge Development Plan - Alliant ICE Report (March 2021)**

| Land Use (ITE Code) | Size | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|
| | | Trips In | Trips Out | Total Trips | Trips In | Trips Out | Total Trips |
| Multifamily Housing (Mid-Rise) (221) | 160 Units | 15 | 42 | 57 | 22 | 14 | 36 |
| Multifamily Housing (Mid-Rise)[1] (221) | 160 Units | 15 | 42 | 57 | 22 | 14 | 36 |
| General Office Building (710) | 131,457 SF | 125 | 15 | 140 | 14 | 99 | 113 |
| General Retail (820) | 16,000 SF | 8 | 5 | 13 | 25 | 27 | 52 |
| Discount Club[2] (857) | 161,000 SF | 49 | 19 | 68 | 286 | 289 | 575 |
| **Total Site Generated Trips** | | **212** | **123** | **335** | **369** | **443** | **812** |
| *Pass-By Trip Reduction (28% Pass-By Trips) PM Peak Only* | | *0* | *0* | *0* | *-115* | *-115* | *-230* |
| **Total Net New Traffic** | | **212** | **123** | **335** | **254** | **328** | **582** |

Source: Oak Ridge Development Traffic Impact Analysis, Kimley-Horn and Associates, Inc. (February 2020).

1: Trips generated for Multifamily Housing (Mid-Rise) instead of Senior Adult Housing per latest development plan.

2: Discount Club raw trip generation data includes fueling positions.

## Signage

It was noted that the City does not allow any internally illuminated signage for residential signage. All proposed signage has been revised to be externally illuminated either by landscaping lighting or goose-neck fixtures. Please see the civil documents for the overall signage exhibit and *Exhibit E* for further details on the Clubhouse Tower signage.

## Utilities & Grading

Public water and Sanitary services will be connected to the site via the new proposed loop road pre the Oak Ridge Commons Master Plans and will be in public distribution system to each individual building. Dry utilities for electric and gas would be connected through the proposed loop road system per the Oak Ridge Commons Master Plans. Stormwater conveyance and release will be managed through curb, gutter, and on-site storm sewer conveyed to stormwater basins identified in the Oak Ridge Commons Master Plans.

Steep slopes and rolling terrain of the property proposed unique opportunities for site, but also presented grading challenges. Grading information, steep slope setbacks, and storm water details & management plans are all included within the civil engineering documents.

## Lighting

A photometric plan was generated and is included within the civil engineering documents. Please reference this plan for further details on how it adheres to the City's lighting ordinance.

## Construction Duration

The Property will be constructed in a single phase but will be sequenced. The entire site will be graded, and utilities will be completed first, then buildings will be constructed sequentially so that pre-leasing activities can occur in a leasing trailer 3 months prior to the clubhouse opening and 1st building occupancy. Buildings will then be completed for occupancy approximately every 4 weeks thereafter.

The total construction time is projected to take 18 to 24 months starting in Spring 2022.

# PROJECT GOALS

Springs at McKnight Lake has an overall goal of providing the Chaska area with a high quality, community-based lifestyle. Based on the initial City feedback and proposed changes herein, we believe that our site plan and overall development further reinforces the Chaska Mission Statement and its Core Strategies. Our garden style apartment approach to multi-family living is unique compared to most developers and it something that Chaska currently lacks. Our amenity and elevation packages for the Springs at McKnight Lake will be unique from other Springs properties in Continental's portfolio to blend in with the overall need of the project and the community. Continental's uncompromising commitment to our residents means providing unparalleled community and resident amenities tailored to our residents based on the demographics below.

## Resident Demographics Summary and Amenities

The amenities offered at Springs properties is directly related to the demographic that calls Springs communities' home. With over 20,0000 residents under management, Continental's property management has significant data on our industry, specifically across each community. The chart below breaks down the age groups of our Springs residents in Metro Minneapolis Springs communities where the 20-34 age group makes up most residents at 42% followed by the 35-49 age group at 20%.

| Percent of Residents by Age Group for Metro Minneapolis Springs Properties | | | | | |
|---|---|---|---|---|---|
| | 0-19 yrs | 20-34 yrs | 35-49 yrs | 50-64 yrs | 65+ yrs |
| Springs at Lakeville | 18% | 38% | 19% | 17% | 9% |
| Springs at Egan Drive | 16% | 44% | 19% | 16% | 5% |
| Springs at Apple Valley | 10% | 47% | 20% | 16% | 7% |
| Springs at Cobblestone Lake | 17% | 38% | 20% | 17% | 9% |
| Average | 15% | 42% | 20% | 17% | 7% |

Springs at McKnight Lake will have tailored amenity offerings based on the current market research, feedback from its existing communities as well as projected community demographics above.

The clubhouse is open 7 days a week and includes a large gathering room which can be rented by residents for private events, 24-hour fitness center, kitchen area, coffee bar, and office space for Continental's on-site property management team. A pool and sun deck for the residents are provided behind the clubhouse along with an outdoor grilling and seating area. The fitness room features two large garage-style doors which may be opened during warmer months for an open-air workout area. The clubhouse, pool and outdoor amenity areas are served by wireless internet service.

The average number of children per community across over 13,000 homes is conservatively estimated

at 10% of the total resident population. In our Metro Minneapolis Springs communities, the average number of children is 14% of our total resident population.

| | High School (14-18 yrs) | Middle School (11-13 yrs) | Elem. School (5-10 yrs) | Pre- School (0-4 yrs) | % of school aged kids |
|---|---|---|---|---|---|
| Springs at Lakeville | 6% | 4% | 5% | 1% | **16%** |
| Springs at Egan Drive | 4% | 3% | 7% | 1% | **15%** |
| Springs at Cobblestone Lake | 4% | 4% | 6% | 2% | **16%** |
| Springs at Apple Valley | 3% | 1% | 5% | 1% | **10%** |
| **Average** | **4%** | **3%** | **6%** | **1%** | **14%** |

With this, Springs at McKnight Lake is anticipated to have 445 residents at full occupancy, 32 of those being school aged children. As stated earlier in the narrative, a tot lot with a playground structure is placed near the clubhouse as referenced in the site plan.

Our Springs communities are also pet friendly. In our Springs communities in the Metro Minneapolis area, dogs are the predominate pet with an average of 97 dogs in each of our Springs communities.

| # of Pets in Metro Minneapolis Springs Properties | | |
|---|---|---|
| | Cats | Dogs |
| Springs at Lakeville | 26 | 104 |
| Springs at Lake Elmo | 5 | 15 |
| Springs at Egan Drive | 36 | 163 |
| Springs at Apple Valley | 31 | 117 |
| Springs at Cobblestone Lake | 30 | 86 |
| **Average** | **26** | **97** |

Our Springs communities prides themselves in offering several pet friendly amenities. Two large pet playgrounds with agility equipment, picnic tables and waste stations are available for every resident of the Springs. A pet spa wash station will be adjacent to the northern pet park and enclosed yards for several of our ground level units will be provided.

Other community amenities include a care center equipped with a soft-touch pressure washer and car vacuum system. A picnic area with a pergola structure and grilling area in the northern part of the community and a crushed stone pedestrian trail connection to the McKnight Lake Trail System to the south, completes the community amenities

In addition to community amenities, residents can choose to have one of several unit amenities that are available to them. All units will have an upgrade signature package which includes granite countertops and stainless-steel appliances. Other upgrades available are beverage islands (wine fridges in kitchen), smart homes (doorbell cameras, smart thermostats, etc.) and stand-up showers which are all separate, additional upgrade options. All Springs communities include concierge trash pick-up and a centralized

trash compacter. Residents will place their trash outside of their entryways and our on-site management team will pick it up and take to our trash compacter located in a centralized area of the site.

Comparing the Springs at McKnight Lake's amenities to that to comparable rental communities in the City of Chaska, Springs at McKnight Lake will offer more amenities for our residents to enjoy.

| Amenity Comparisons to Other Apartment Communities | | | |
|---|---|---|---|
| | Springs at McKnight Lake | Lake Jonathan Flats | Chaska Place |
| Clubhouse | x | x | X |
| Fitness Center | x | x | x |
| Pool | x | x | x |
| Tot Lot Playground | x | | |
| Dedicated Parking | x | x | x |
| Concierge Trash Pick-up | x | | |
| Pet Playground | x | | |
| Pet Wash Station | x | x | X |
| Car Wash Bay | x | | x |
| Package Room | x | | x |
| Outdoor Patio/Grilling Area | x | x | x |
| Internal Sidewalk Network | x | | |
| Access to Lake Trails | x | x | |
| **Total** | 13 | 7 | 8 |

Each Springs community strives to reach outside of our own communities and make a positive impact within the amazing municipalities we are honored to belong to and serve. Continental has the belief that being involved in our local communities is key for a happy, healthy, enhanced quality of life. *Springs Cares, Neighbors on Purpose®* is a program designed to achieve this by promoting charitable giving to non-profit organizations. Each Springs teams have chosen a charitable cause to support within their community. Along with our residents and help from local sponsors, the team will host a variety of events that benefit deserving local charities.

## COHESION TO CHASKA'S GUIDING PRINCIPALS

The Springs at McKnight Lake will contribute and reinforce the Chaska Mission Statement and its Core Strategies. The proposed development brings great value to the surrounding community. The City comprehensive plan identifies the future land use for mixed residential use. Additionally, the comprehensive plan identifies that housing demand will be significantly driven by the need to provide housing for a population growth and the need to provide a variety of housing options for a diverse

population as "Housing Needs".[1] The Springs at McKnight Lake brings a range of new housing options that specifically fulfils that need for current and future residents. With studios to three-bedroom units, the range of demographics served by the proposed community will attract young professionals, provide newer opportunities to current City residents, and will allow for the community's residents to age in place as the comprehensive plan calls out.

The City of Chaska's Comprehensive plan also calls for enhancing the high quality of life, well planned and orderly community development, and a sense of community as "Core Strategies".[2] The Springs community will provide quality housing options that encourage community interaction within the Springs development along with the natural and surrounding amenities. Among the amenities are a 4,630 square foot clubhouse with resort style pool, car care area, pet wash station, two fenced pet playgrounds, picnic areas, and a tot lot. Connectivity among buildings and tenant amenities is provided through an internal sidewalk network. Beyond resident amenities, high-quality finishes (both interior and exterior), open space and landscaping, a courtyard approach to buildings provide pedestrian connectivity throughout the site to promote further neighbor interaction. Connectivity to the surrounding Chaska community will be incorporated into the Springs community by providing access to the public trail that follows the shoreline of McKnight Lake. This will bolster the healthy lifestyle that the Springs Community strives to provide its residents.

The Springs community provides housing opportunities that are near local businesses and retail. The Springs residents spending power will help support local businesses and retailers, fostering future economic and employment growth. *Exhibit A* shows the estimated Annual Spending by Springs at McKnight Lake Residents. This table shows the spending breakdown that results in total annual spending by Springs households to be estimated to be around $22,000,000. The opportunity for a Springs community at the site's unique location provides needed housing near a densely populous area and large employment centers. Convenient access to the greater Minneapolis area and surrounding suburbs with access to the ample transportation options will provide new housing in an area that has shown the need for additional quality housing. The proximity to the future Costco, Hazeltine Plaza and Chaska Commons commercial areas will see a bolstered customer base and more convenient housing availability for employees.

At Continental, we have a mission statement: We are a diverse group of professionals sharing an uncompromising commitment to the highest standards of ethics and integrity in all our dealings and in our respect for others- our coworkers, our vendors, and most importantly our residents. We are committed to providing unparalleled value to our residents by performing our work better than it is performed anywhere else and better than we have ever done it before. We accomplish our objectives through an eagerness to embrace change and an unwavering dedication to teamwork, fair dealing, superior thinking, economy, and hard work. We are committed to creating opportunities for others by serving as a magnet for the best and the brightest who share our values while offering new perspectives and creativity and creatively generated from diverse experiences and interests. Continental looks to reinforce that as we proceed with Springs at McKnight Lake through our property management Team that will continue our commitment to all community members through our Springs 5-star Standard with and our Springs Pledge for outstanding customer service. Each one of our communities stands by the following Pledge which is posted in each community clubhouse.

[1] City of Chaska 2040 Comprehensive Plan, Chapter 5- Housing pg. 5.14- 5.17
[2] City of Chaska 2040 Comprehensive Plan, Chapter 1- Community Background pg. 14-15



# Our Pledge To You

WE CHOOSE TO DELIVER GREAT CUSTOMER SERVICE AND WE WILL LISTEN WHEN YOU FEEL THAT WE'VE MISSED THE MARK. WE EXPECT YOU TO HOLD US TO THIS PLEDGE.

- We will be proactive to anticipate your needs and exceed your expectations
- We need your feedback (positive and negative) and promise to always listen
- We will get to know you as an individual and will treat you with respect
- We will earn your trust, and work hard to keep it
- If we do not meet your expectations within 30 days of your move to our community, we will release you from your lease*

Continental respectfully requests the City's consideration of this development with specifications as demonstrated in the accompanying information and drawings. Continental strives to live by a specific culture and pledge. *"Better than anywhere else and better than we have ever done it before"* is, among many things, a demand for us to create communities that strive to create the best quality construction, amenities, and the best quality of living for our residents. Much like the City's mission statement, *'To be the "Best Small Town in Minnesota"'*, Continental looks to reflect Chaska's unique qualities in every aspect of our Springs at McKnight Lake community.

# EXHIBITS

# EXHIBIT A – Estimated Annual Spending

## Estimated Annual Spending by Residents

Springs Apartments (Chaska, MN)
Minneapolis-St. Paul-Bloomington, MN-WI MSA

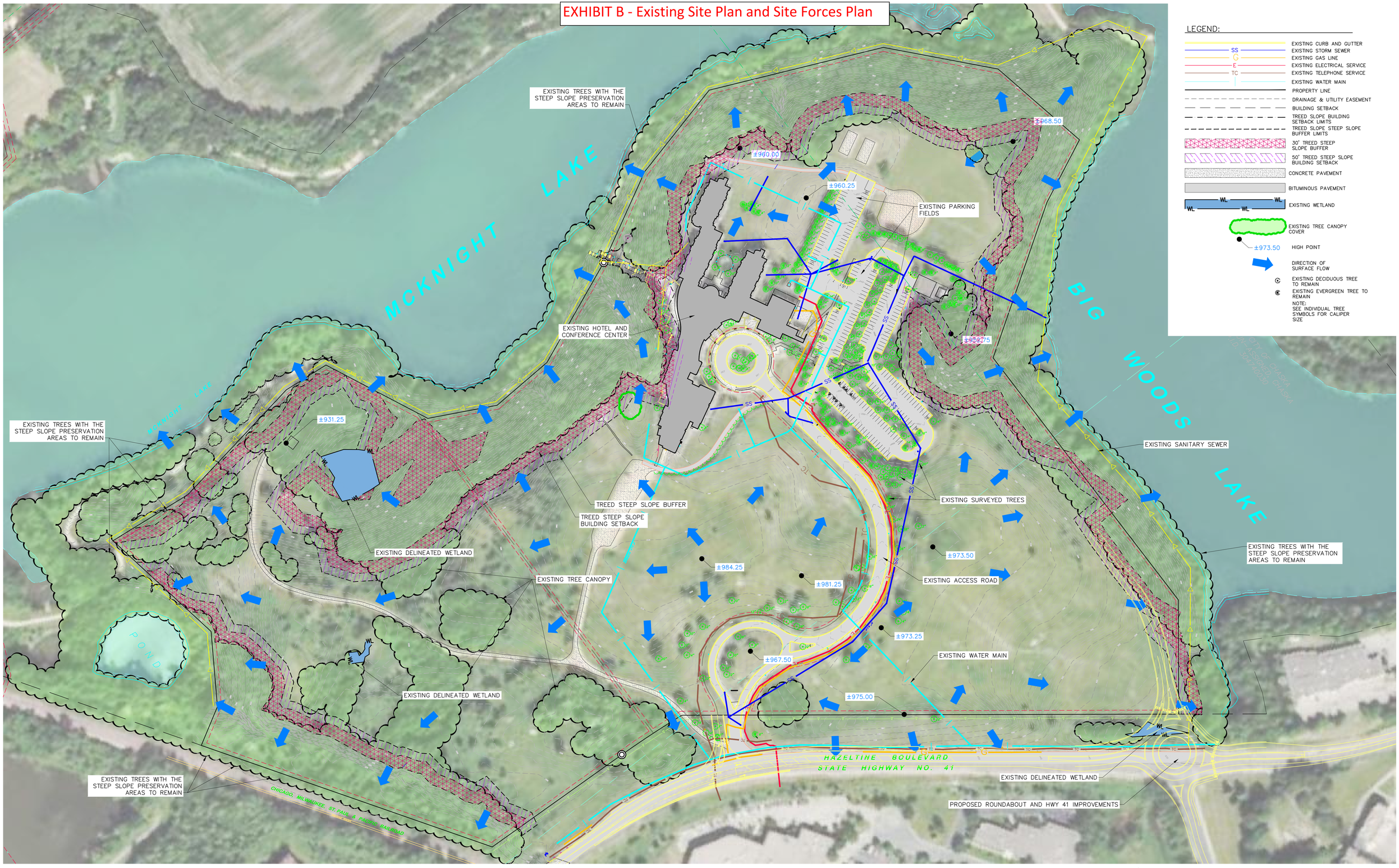
May 24, 2021

| | | Avg. Annual Expenditure |
|---|---|---|
| Apparel and Services | $ | 3,157 |
| Computer | $ | 286 |
| Entertainment & Recreation | $ | 4,752 |
| Financial | $ | 4,446 |
| Food | $ | 13,980 |
| Health | $ | 830 |
| Home | $ | 28,665 |
| Household Furnishings and Equipment | $ | 2,090 |
| Household Operations | $ | 2,778 |
| Insurance | $ | 11,102 |
| Transportation | $ | 8,861 |
| Travel | $ | 2,807 |
| **Total Average Annual Expenditures per Household** | **$** | **83,753** |
| **LESS "Homeowner Expenses"** | | |
| Mortgage Payment and Basics (11) | $ | 16,920 |
| Maintenance and Remodeling Services | $ | 4,056 |
| Maintenance and Remodeling Materials (12) | $ | 821 |
| Lawn and Garden (16) | $ | 726 |
| Subtotal | $ | 22,522 |
| **Subtotal - Annual Expenditures per Renter Household Excluding Rent** | **$** | **61,231** |
| Average monthly rent at Springs | $ | 1,785 |
| Plus Average Annual Rent | $ | 21,420 |
| **Total Annual Expenditures per Springs Household** | **$** | **82,651** |
| Total Apartment Homes in Springs Community | | 280 |
| **Total Households (95% occupancy)** | | **266** |
| **Total Residents (avg. household size of 1.9)** | | **505** |
| **Total Annual Expenditures by Springs Households** | **$** | **22,000,000** |

*Source: Continental Properties analysis, ESRI 2020 "Retail Goods and Services Expenditures" report*

# EXHIBIT B – Existing Site Plan & Site Forces Plan

# EXHIBIT B - Existing Site Plan and Site Forces Plan




LEGEND:

- EXISTING CURB AND GUTTER
- SS — EXISTING STORM SEWER
- G — EXISTING GAS LINE
- E — EXISTING ELECTRICAL SERVICE
- TC — EXISTING TELEPHONE SERVICE
- EXISTING WATER MAIN
- PROPERTY LINE
- DRAINAGE & UTILITY EASEMENT
- BUILDING SETBACK
- TREED SLOPE BUILDING SETBACK LIMITS
- TREED SLOPE STEEP SLOPE BUFFER LIMITS
- 30' TREED STEEP SLOPE BUFFER
- 50' TREED STEEP SLOPE BUILDING SETBACK
- CONCRETE PAVEMENT
- BITUMINOUS PAVEMENT
- WL — EXISTING WETLAND
- EXISTING TREE CANOPY COVER
- ±973.50 — HIGH POINT
- DIRECTION OF SURFACE FLOW
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- NOTE: SEE INDIVIDUAL TREE SYMBOLS FOR CALIPER SIZE

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# OAK RIDGE COMMONS - SITE FEATURES MAP

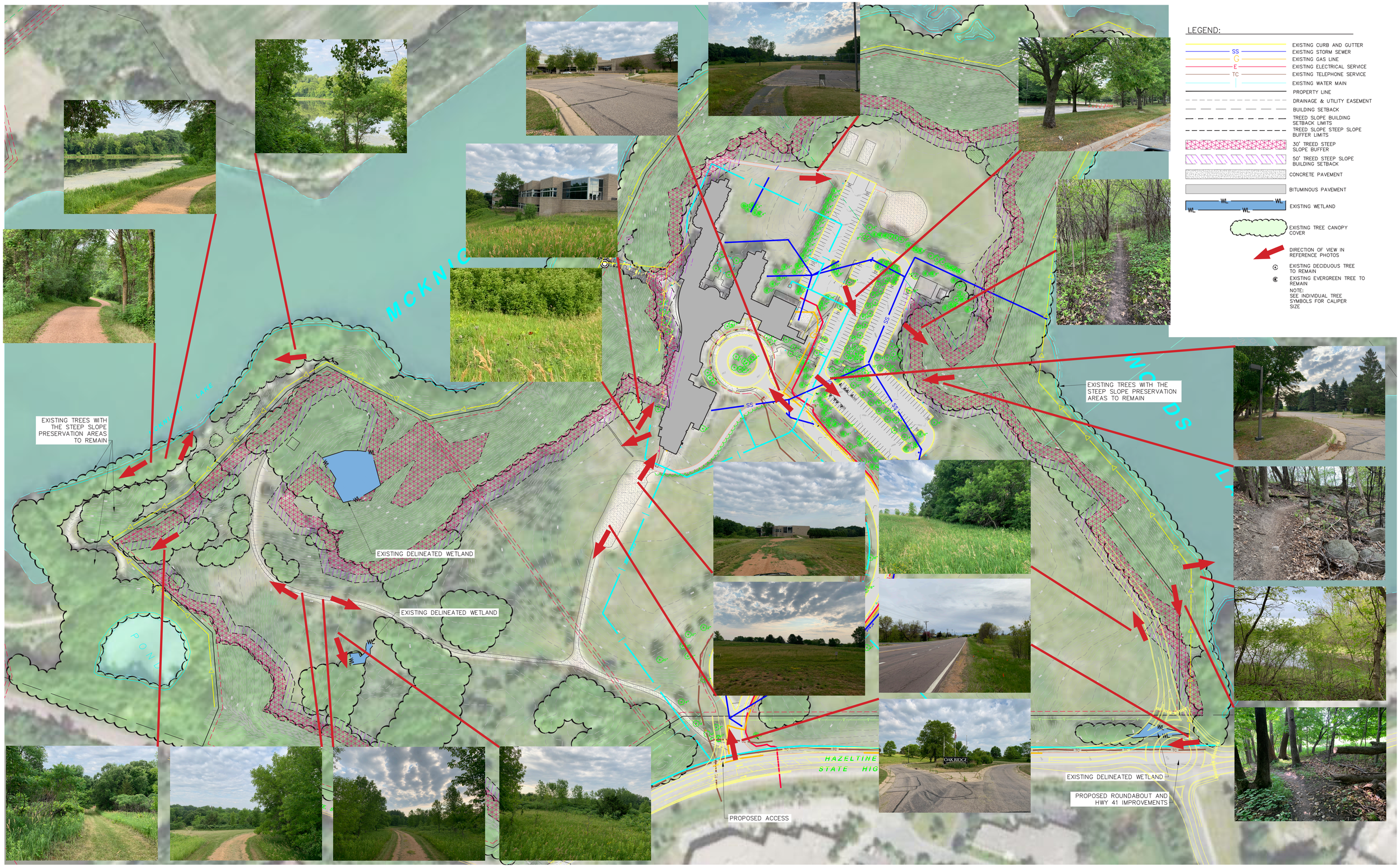
## HWY 41 AND PEAVEY ROAD, CHASKA, MN

**7-1-21**

0 50' 100' 200'
SCALE IN FEET

ALLIANT ENGINEERING

**SK-1**




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# OAK RIDGE COMMONS - SITE FORCES MAP

## HWY 41 AND PEAVEY ROAD, CHASKA, MN

7-1-21

0 50' 100' 200'
SCALE IN FEET

ALLIANT ENGINEERING

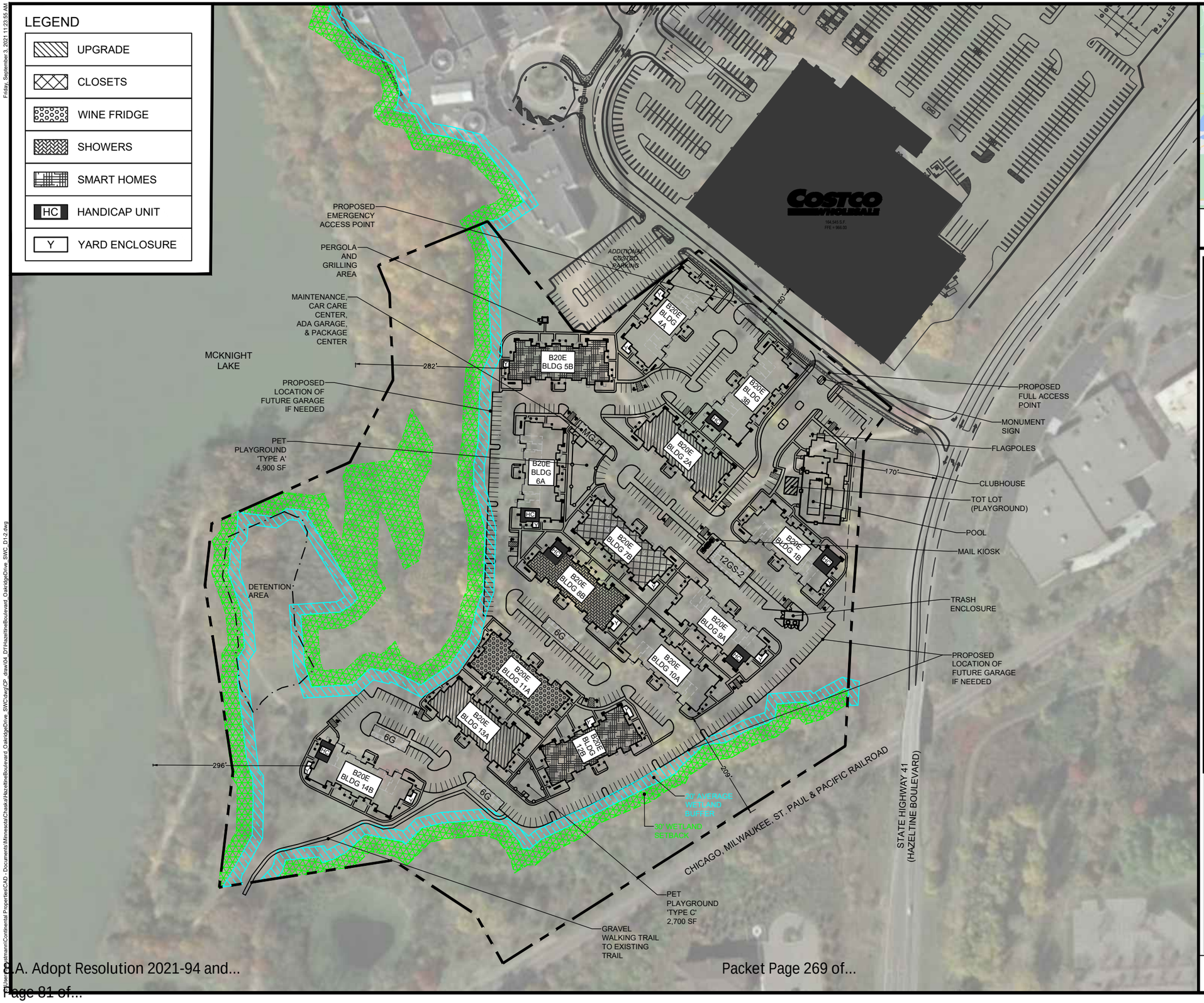
SK-2

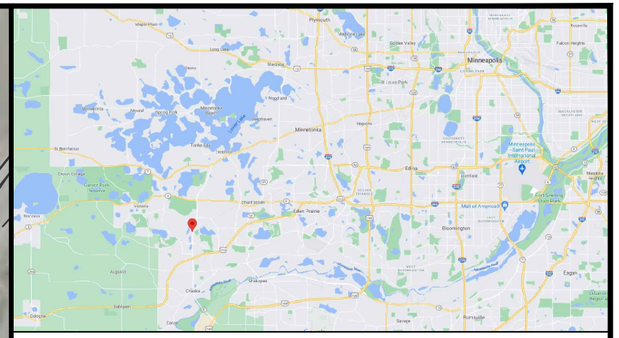
# EXHIBIT C – Proposed Site Plan & Colored Site Plan

Friday, September 3, 2021 11:23:55 AM

## LEGEND

- UPGRADE
- CLOSETS
- WINE FRIDGE
- SHOWERS
- SMART HOMES
- HC — HANDICAP UNIT
- Y — YARD ENCLOSURE




## VICINITY MAP
SCALE: NTS

| SITE INFORMATION | | |
|---|---|---|
| UNBUILDABLE AREA | | 11.92 ACRES |
| BUILDABLE AREA | | 15.08 ACRES |
| TOTAL AREA | | 27.00 ACRES |
| DENSITY | | 23.49 DU/ACRE |
| BUILDING / LANDSCAPE SETBACKS | NORTH | 12' / 15' |
| | SOUTH | 15' / 15' |
| *150' SETBACK FROM CENTERLINE OF HWY 41 | EAST | 150'* / 15' |
| | WEST | 0' / 0' |

| BUILDING INFORMATION | | |
|---|---|---|
| CLUBHOUSE | | 4,630 SF |
| RESIDENT BUILDINGS | QUANTITY | HEIGHT |
| B20E (20 DU/BUILDING) | 14 | 2-STORY / 32' |
| TOTAL RESIDENT BUILDINGS | 14 | |

| GENERAL HOME MIX | HOMES | PERCENTAGE |
|---|---|---|
| STUDIO | 28 | 10% |
| 1-BEDROOM | 112 | 40% |
| 2-BEDROOM | 112 | 40% |
| 3-BEDROOM | 28 | 10% |
| TOTAL HOMES | 280 | 100% |

| PARKING INFORMATION | |
|---|---|
| PARKING | QUANTITY |
| ATTACHED GARAGES | 112 |
| ATTACHED TO HOME | 98 |
| FLOATER | 14 |
| TANDEM SPACES | NOT INCLUDED |
| DETACHED GARAGES | 30 |
| 6G (6-BAY) | 3 |
| 12GS-2 (12-BAY WITH STORAGE) | 1 |
| GROUNDS BUILDING (MG-P) | 1 |
| TOTAL COVERED PARKING | 143 |
| SURFACE PARKING | 349 |
| APRON SPACES | 84 |
| TOTAL UNCOVERED PARKING | 433 |
| TOTAL PARKING PROVIDED | 576 |
| PARKING REQUIRED PER CODE | 560 |
| HOME PARKING RATIO | 2.06 |
| OVERALL GARAGES/HOME | 0.51 |
| COVERED PARKING RATIO | 0.25 |
| CLUBHOUSE PARKING | 15 |
| ADA PARKING | 24 |
| PARKING DIMENSIONS | |
| STANDARD STALL | 9' X 18' (Addt. 2' Overhang) |
| ADA STALL | 9' X 18' (Addt. 2' Overhang) |
| DRIVE WIDTH | 24' |

| SITE AMENITIES | |
|---|---|
| AMENITY | QTY / SF / NOTES |
| SWIMMING POOL | INCLUDED |
| FITNESS CENTER | INCLUDED |
| CAR CARE CENTER | INCLUDED |
| PET PLAYGROUND TYPE A | 4,900 SF |
| PET PLAYGROUND TYPE C | 2,700 SF |
| ENCLOSED YARDS | 12 |
| STORAGE LOCKERS | 7 |
| PARCEL PICKUP | INCLUDED |
| GRILLING AREA | 1 |
| PROPERTY BOUNDARY | CIVIL |

0 70 140 280


CONTINENTAL 589 FUND LLC
An affiliate of
CONTINENTAL PROPERTIES
W134 N8675 Executive Parkway
Menomonee Falls, WI 53051
Phone: 262-502-5360 Fax: 262-502-5522


DRAWN BY: MMS
STATE: MN
INITIAL DATE DRAWN: 6-18-2021

CITY: CHASKA
STREET: HAZELTINE BOULEVARD AND OAKRIDGE DRIVE

| REVISIONS | | | | | | |
|---|---|---|---|---|---|---|
| REV | DESCRIPTION | DATE | REV | DESCRIPTION | DATE | |

NORTH
REV:
SHEET: D1-2




# SPRINGS AT MCKNIGHT LAKE

CHASKA, MN

CONTINENTAL PROPERTIES

# EXHIBIT D – Traffic Comparisons, Parking & Snow Storage Plans

**ITE Trip Generation Estimate - Oak Ridge Development Plan - KHA Study (February 2020)**

| Land Use (ITE Code) | Size | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|
| | | Trips In | Trips Out | Total Trips | Trips In | Trips Out | Total Trips |
| Multifamily Housing (Mid-Rise) (221) | 160 Units | 15 | 42 | 57 | 22 | 14 | 36 |
| Senior Adult Housing (Attached) (252) | 375 Units | 25 | 47 | 72 | 27 | 24 | 51 |
| General Office Building (710) | 131,457 SF | 125 | 15 | 140 | 14 | 99 | 113 |
| General Retail (820) | 16,000 SF | 8 | 5 | 13 | 25 | 27 | 52 |
| Discount Club[1] (857) | 161,000 SF | 49 | 19 | 68 | 286 | 289 | 575 |
| **Total Site Generated Trips** | | **222** | **128** | **350** | **374** | **453** | **827** |
| *Pass-By Trip Reduction (28% Pass-By Trips) PM Peak Only* | | *0* | *0* | *0* | *-115* | *-115* | *-230* |
| **Total Net New Traffic** | | **222** | **128** | **350** | **259** | **338** | **597** |

Source: Oak Ridge Development Traffic Impact Analysis, Kimley-Horn and Associates, Inc. (February 2020).

1: Discount Club raw trip generation data includes fueling positions.

**ITE Trip Generation Estimate - Oak Ridge Development Plan - Alliant ICE Report (March 2021)**

| Land Use (ITE Code) | Size | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|
| | | Trips In | Trips Out | Total Trips | Trips In | Trips Out | Total Trips |
| Multifamily Housing (Mid-Rise) (221) | 160 Units | 15 | 42 | 57 | 22 | 14 | 36 |
| Multifamily Housing (Mid-Rise)[1] (221) | 160 Units | 15 | 42 | 57 | 22 | 14 | 36 |
| General Office Building (710) | 131,457 SF | 125 | 15 | 140 | 14 | 99 | 113 |
| General Retail (820) | 16,000 SF | 8 | 5 | 13 | 25 | 27 | 52 |
| Discount Club[2] (857) | 161,000 SF | 49 | 19 | 68 | 286 | 289 | 575 |
| **Total Site Generated Trips** | | **212** | **123** | **335** | **369** | **443** | **812** |
| *Pass-By Trip Reduction (28% Pass-By Trips) PM Peak Only* | | *0* | *0* | *0* | *-115* | *-115* | *-230* |
| **Total Net New Traffic** | | **212** | **123** | **335** | **254** | **328** | **582** |

Source: Oak Ridge Development Traffic Impact Analysis, Kimley-Horn and Associates, Inc. (February 2020).

1: Trips generated for Multifamily Housing (Mid-Rise) instead of Senior Adult Housing per latest development plan.

2: Discount Club raw trip generation data includes fueling positions.

**ITE Trip Generation Estimate - Revised Oak Ridge Development Plan - KHA Method (May 2021)**

| Land Use (ITE Code) | Size | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|
| | | Trips In | Trips Out | Total Trips | Trips In | Trips Out | Total Trips |
| Multifamily Housing (Mid-Rise) (221) | 280 Units | 26 | 75 | 101 | 38 | 24 | 62 |
| General Office Building (710) | 131,457 SF | 125 | 15 | 140 | 14 | 99 | 113 |
| Discount Club[1] (857) | 161,000 SF | 49 | 19 | 68 | 286 | 289 | 575 |
| **Total Site Generated Trips** | | **200** | **109** | **309** | **338** | **412** | **750** |
| *Pass-By Trip Reduction (28% Pass-By Trips) PM Peak Only* | | *0* | *0* | *0* | *-114* | *-114* | *-228* |
| **Total Net New Traffic** | | **200** | **109** | **309** | **224** | **298** | **522** |

Source: Oak Ridge Development Traffic Impact Analysis, Kimley-Horn and Associates, Inc. (February 2020).

1: Discount Club raw trip generation data includes fueling positions.

**ITE Trip Generation Estimate - Revised Oak Ridge Development Plan - Alliant Method (May 2021)**

| Land Use (ITE Code) | Units | Size | AM Peak Hour Trips[1] | | | PM Peak Hour Trips[1] | | |
|---|---|---|---|---|---|---|---|---|
| | | | Trips In | Trips Out | Total Trips | Trips In | Trips Out | Total Trips |
| Multifamily Housing (Mid-Rise) (221) | Units | 280 | 26 | 75 | 101 | 75 | 48 | 123 |
| | *15% Multi-Use* | | *-4* | *-11* | -15 | *-11* | *-7* | -18 |
| | **Land Use Gross Trips** | | **22** | **64** | **86** | **64** | **41** | **105** |
| | *Pass-By Trips* | | *Not Applicable* | | | | | |
| | **Land Use Net Trips** | | **22** | **64** | **86** | **64** | **41** | **105** |
| General Office Building (710) | Square Feet | 131,457 | 131 | 21 | 152 | 24 | 127 | 151 |
| | *15% Multi-Use* | | *-20* | *-3* | -23 | *-4* | *-19* | -23 |
| | **Land Use Gross Trips** | | **111** | **18** | **129** | **20** | **108** | **128** |
| | *Pass-By Trips* | | *Not Applicable* | | | | | |
| | **Land Use Net Trips** | | **111** | **18** | **129** | **20** | **108** | **128** |
| Discount Club[2] (857) | Square Feet | 161,000 | 55 | 24 | 79 | 336 | 337 | 673 |
| | *15% Multi-Use* | | *-8* | *-4* | -12 | *-50* | *-51* | -101 |
| | **Land Use Gross Trips** | | **47** | **20** | **67** | **286** | **286** | **572** |
| | *37% Pass-By Trips* | | *-12* | *-12* | *-24* | *-106* | *-106* | -212 |
| | **Land Use Net Trips** | | **35** | **8** | **43** | **180** | **180** | **360** |
| Subtotal Gross Trips | | | 212 | 120 | 332 | 435 | 512 | 947 |
| *Multi-Use Reduction* | | | *-32* | *-18* | *-50* | *-65* | *-77* | *-142* |
| Development Gross Trips | | | 180 | 102 | 282 | 370 | 435 | 805 |
| *Total Pass-By/Diverted Link Trips* | | | *-12* | *-12* | *-24* | *-106* | *-106* | *-212* |
| **Net New Trips** | | | **168** | **90** | **258** | **264** | **329** | **593** |

Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition.

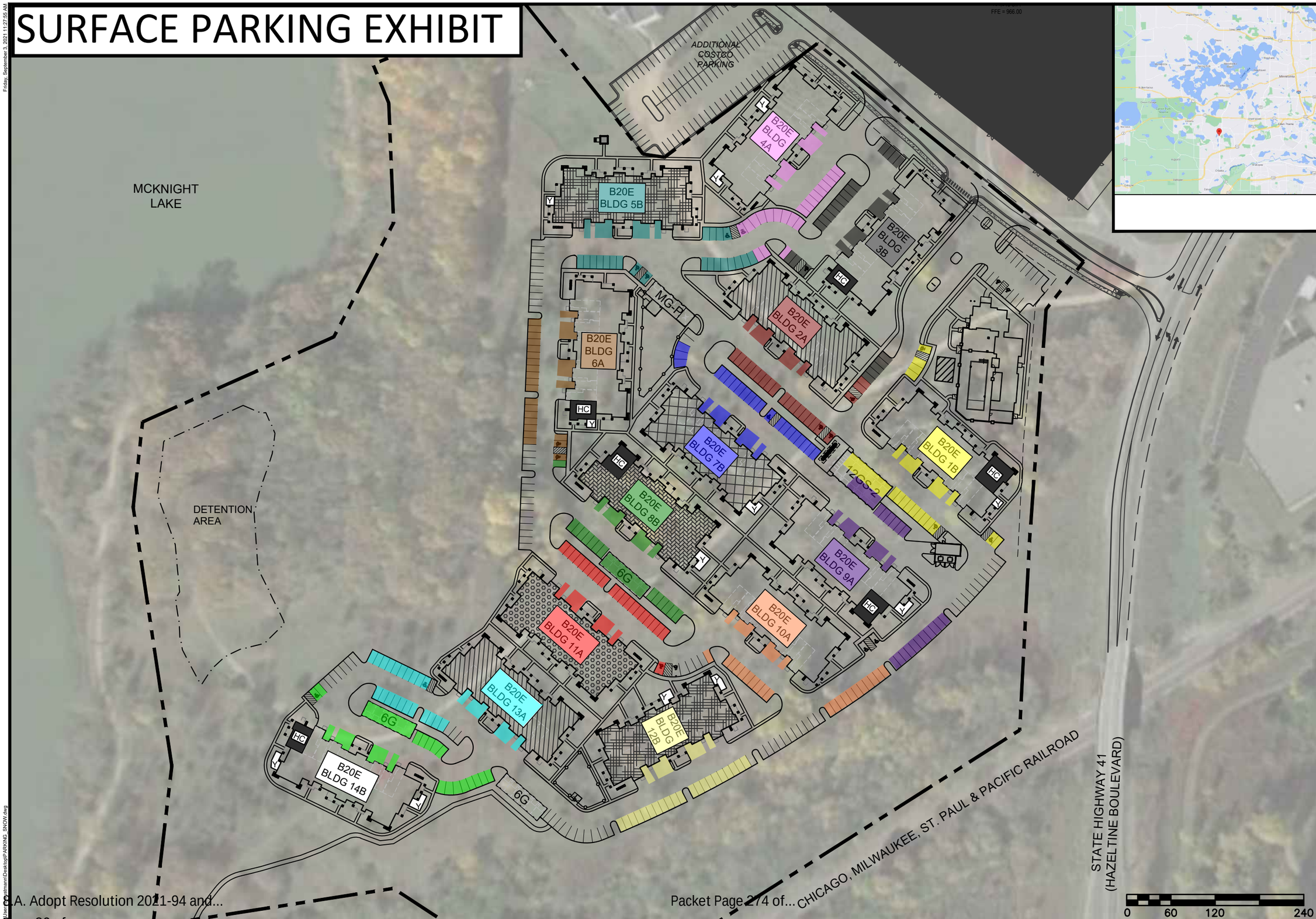
Note: Multi-Use Reduction and Pass-By/Diverted Link Trips only applied to applicable land uses and peak hours.

1: Trips generated for the a.m. and p.m. peak hours of the adjacent roadway network.

2: Discount Club raw trip generation data includes fueling positions.

# SURFACE PARKING EXHIBIT

Friday, September 3, 2021 11:27:55 AM







VICINITY MAP
SCALE: NTS


CONTINENTAL 589 FUND LLC
An affiliate of
CONTINENTAL PROPERTIES
W134 N8675 Executive Parkway
Menomonee Falls, WI 53051
Phone: 262-502-5360 Fax: 262-502-5522


| | |
|---|---|
| DRAWN BY: | MMS |
| STATE: | MN |
| INITIAL DATE DRAWN: | 6-18-2021 |

REVISIONS

| REV | DESCRIPTION | DATE |
|---|---|---|
| | | |

CITY: CHASKA
STREET: HAZELTINE BOULEVARD AND OAKRIDGE DRIVE

NORTH
SHEET: D1-2
REV:

C:\Users\tmann\Desktop\PARKING_SNOW.dwg

# SNOW STORAGE EXHIBIT

SNOW STORAGE LOCATIONS

ADDITIONAL COSTCO PARKING

FFE = 966.00

B20E BLDG 4A

B20E BLDG 5B

B20E BLDG 3B

B20E BLDG 2A

B20E BLDG 6A

B20E BLDG 7B

B20E BLDG 8B

B20E BLDG 1B

B20E BLDG 9A

B20E BLDG 10A

B20E BLDG 11A

B20E BLDG 13A

B20E BLDG 12B

B20E BLDG 14B

MG-FI

12GS-2

6G

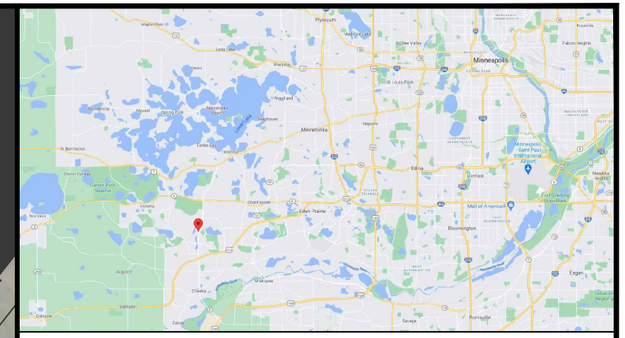
HC

DETENTION AREA

STATE HIGHWAY 41 (HAZELTINE BOULEVARD)

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD

0 60 120 240




VICINITY MAP
SCALE: NTS

CONTINENTAL 589 FUND LLC
An affiliate of
CONTINENTAL PROPERTIES
W134 N8675 Executive Parkway
Menomonee Falls, WI 53051
Phone: 262-502-5360 Fax: 262-502-5522

DRAWN BY: MMS
STATE: MN
INITIAL DATE DRAWN: 6-18-2021

REVISIONS

| REV | DESCRIPTION | DATE |
|---|---|---|
| | | |

CITY: CHASKA
STREET: HAZELTINE BOULEVARD AND OAKRIDGE DRIVE

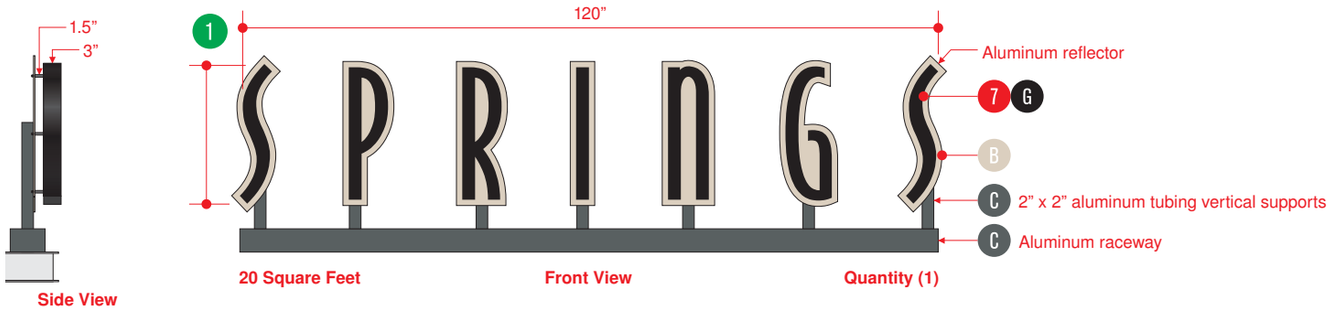
NORTH
SHEET: D1-2
REV:

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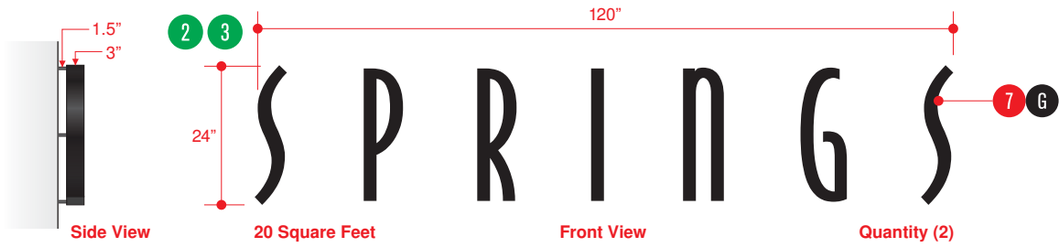
C:\Users\mmann\Desktop\PARKING_SNOW.dwg

# EXHIBIT E – Signage, Building Elevations, Color Palette & Site Placement

## Clubhouse Tower

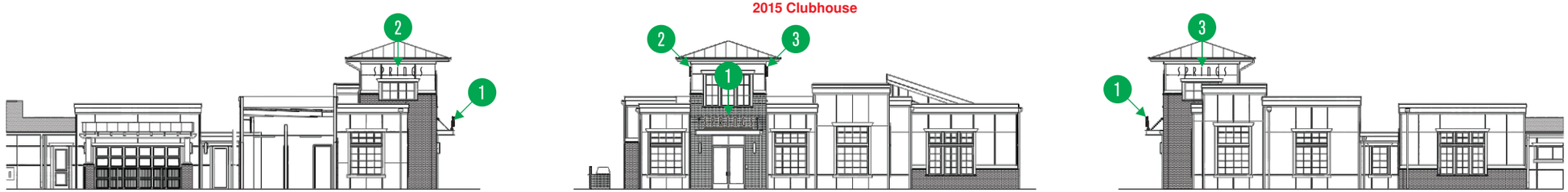



Side View — 20 Square Feet — Front View — Quantity (1)




Side View — 20 Square Feet — Front View — Quantity (2)

2015 Clubhouse




Left Side Elevation — Front Elevation — Right Side Elevation

Elevation depiction intended for general concept illustration and is not to exact scale. Actual sizing & perspective will vary slightly from image.

CLIENT: SPRINGS APARTMENTS

CONTACT: A

SITE: A

FILE:
Sales Rep
CJ Hines
File Name
springs A
Design
TDH
Draft:
Rev 1:
Rev 2:
Rev 3:
Rev 4:
Rev 5:
Rev 6:

CLIENT REVIEW:
- Approved
- Approved as Noted
- Revise & Re-submit

Name
Title
Date

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## SHEET INDEX


| SHEET NO. | SHEET NAME |
|---|---|
| ASK.1 | COVER SHEET |
| ASK.2 | CONTEMPORARY SCHEME - FRONT & REAR ELEVATIONS |
| ASK.3 | CONTEMPORARY SCHEME - SIDE ELEVATIONS |
| ASK.4 | CRAFTSMAN SCHEME - FRONT & REAR ELEVATIONS |
| ASK.5 | CRAFTSMAN SCHEME - SIDE ELEVATIONS |
| ASK.6 | RANCH SCHEME - FRONT & REAR ELEVATIONS |
| ASK.7 | RANCH SCHEME - SIDE ELEVATIONS |
| ASK.8 | PRAIRIE SCHEME - FRONT & REAR ELEVATIONS |
| ASK.9 | PRAIRIE SCHEME - SIDE ELEVATIONS |


### CONTEMPORARY BUILDING STYLE



MASONRY: CHASKA BRICK

**ENTRANCE DOOR**
SHERWIN WILLIAMS: SLATE TILE (SW 7624)

**OVERHEAD DOOR**
SHERWIN WILLIAMS: EXTRA WHITE (SW 7006)

**TRIM COLOR**
SHERWIN WILLIAMS: EXTRA WHITE (SW 7006)
JAMESHARDIE: ARCTIC WHITE

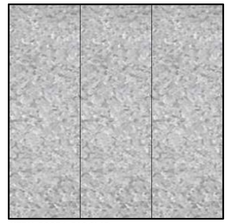
**SIDING 3: FLAT PANEL**
SHERWIN WILLIAMS: DORIAN GRAY (SW 7017)
JAMESHARDIE: PEARL GRAY

**SIDING 2: BOARD & BATTON**
SHERWIN WILLIAMS: CLASSIC FRENCH GRAY (SW 0077)
JAMESHARDIE: GRAY SLATE

**SIDING 1: LAP SIDING**
SHERWIN WILLIAMS: SLATE TILE (SW 7624)
JAMESHARDIE: EVENING BLUE

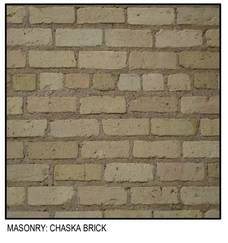


**SHINGLE 1: TAMKO**
WEATHERD WOOD



**METAL ROOF 1: PAC CLAD**
GALVALUME

### CRAFTSMAN BUILDING STYLE



MASONRY: CHASKA BRICK

**ENTRANCE DOOR**
SHERWIN WILLIAMS: CARRIAGE DOOR (SW 7594)

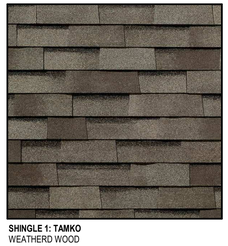
**OVERHEAD DOOR**
SHERWIN WILLIAMS: EXTRA WHITE (SW 7006)

**TRIM COLOR**
SHERWIN WILLIAMS: ROYCROFT BRONZE GREEN (SW 2846)
JAMESHARDIE: AUTUMN TAN

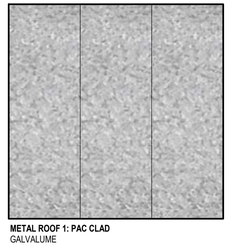
**SIDING 3: FLAT PANEL**
SHERWIN WILLIAMS: EXTRA WHITE (SW 7006)
JAMESHARDIE: ARCTIC WHITE

**SIDING 2: BOARD & BATTON**
SHERWIN WILLIAMS: DORIAN GRAY (SW 7017)
JAMESHARDIE: PEARL GRAY

**SIDING 3: LAP SIDING**
SHERWIN WILLIAMS: ROYCROFT BRONZE GREEN (SW 2846)
JAMESHARDIE: AUTUMN TAN



**SHINGLE 1: TAMKO**
WEATHERD WOOD



**METAL ROOF 1: PAC CLAD**
GALVALUME

### RANCH BUILDING STYLE



MASONRY: CHASKA BRICK

**ENTRANCE DOOR**
SHERWIN WILLIAMS: WOOL SKEIN (SW 6148)

**OVERHEAD DOOR**
SHERWIN WILLIAMS: BASKET BEIGE (SW 6143)

**TRIM COLOR**
SHERWIN WILLIAMS: WOOL SKEIN (SW 6148)
JAMESHARDIE: COBBLESTONE

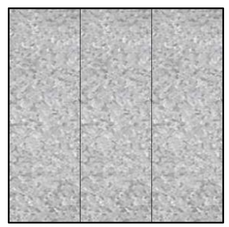
**SIDING 3: FLAT PANEL**
SHERWIN WILLIAMS: BASKET BEIGE (SW 6143)
JAMESHARDIE: MONTEREY TAUPE

**SIDING 3: BOARD & BATTON**
SHERWIN WILLIAMS: ROYCROFT BRONZE GREEN (SW 2846)
JAMESHARDIE: AUTUMN TAN

**SIDING 1: LAP SIDING**
SHERWIN WILLIAMS: BASKET BEIGE (SW 6143)
JAMESHARDIE: MANTERY TAUPE

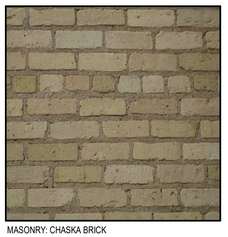


**SHINGLE 1: TAMKO**
WEATHERD WOOD



**METAL ROOF 1: PAC CLAD**
GALVALUME

### PRAIRE BUILDING STYLE



MASONRY: CHASKA BRICK

**ENTRANCE DOOR**
SHERWIN WILLIAMS: COPPER MOUNTAIN (SW 7356)

**OVERHEAD DOOR**
SHERWIN WILLIAMS: ROYCROFT BRONZE GREEN (SW 2846)

**TRIM COLOR**
SHERWIN WILLIAMS: WOOL SKEIN (SW 6148)
JAMESHARDIE: COBBLESTONE

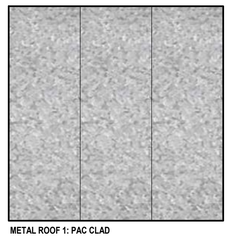
**SIDING 3: FLAT PANEL**
SHERWIN WILLIAMS: ROYCROFT BRONZE GREEN (SW 2846)
JAMESHARDIE: AUTUMN TAN

**SIDING 2: BOARD & BATTON**
SHERWIN WILLIAMS: DOWNING STONE (SW 2821)
JAMESHARDIE: HERB GARDEN

**SIDING 1: LAP SIDING**
SHERWIN WILLIAMS: DOWNING STONE (SW 2821)
JAMESHARDIE: HERB GARDEN



**SHINGLE 1: TAMKO**
WEATHERD WOOD



**METAL ROOF 1: PAC CLAD**
GALVALUME

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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

# COVER SHEET

ASK.1 | 09/03/2021

CONTINENTAL PROPERTIES




2 REAR ELEVATION
1/8" = 1'-0"




1 FRONT ELEVATION
1/8" = 1'-0"

# CONTEMPORARY SCHEME - FRONT & REAR ELEVATIONS

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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.2 | 09/03/2021

CONTINENTAL PROPERTIES




2 LEFT ELEVATION - PRESENTATION
1/8" = 1'-0"




1 RIGHT ELEVATION - PRESENTATION
1/8" = 1'-0"

# CONTEMPORARY SCHEME - SIDE ELEVATIONS

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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.3 | 09/03/2021

CONTINENTAL PROPERTIES




2 REAR ELEVATION
1/8" = 1'-0"




1 FRONT ELEVATION
1/8" = 1'-0"

# CRAFTSMAN SCHEME - FRONT & REAR ELEVATIONS

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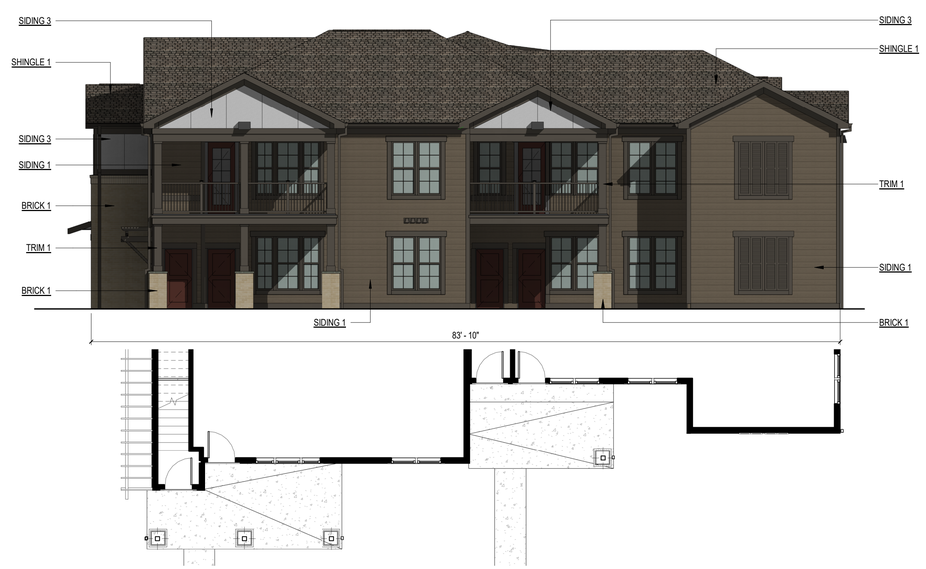
CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.4 | 09/03/2021

CONTINENTAL PROPERTIES




2 LEFT ELEVATION
1/8" = 1'-0"




1 RIGHT ELEVATION
1/8" = 1'-0"

# CRAFTSMAN SCHEME - SIDE ELEVATIONS

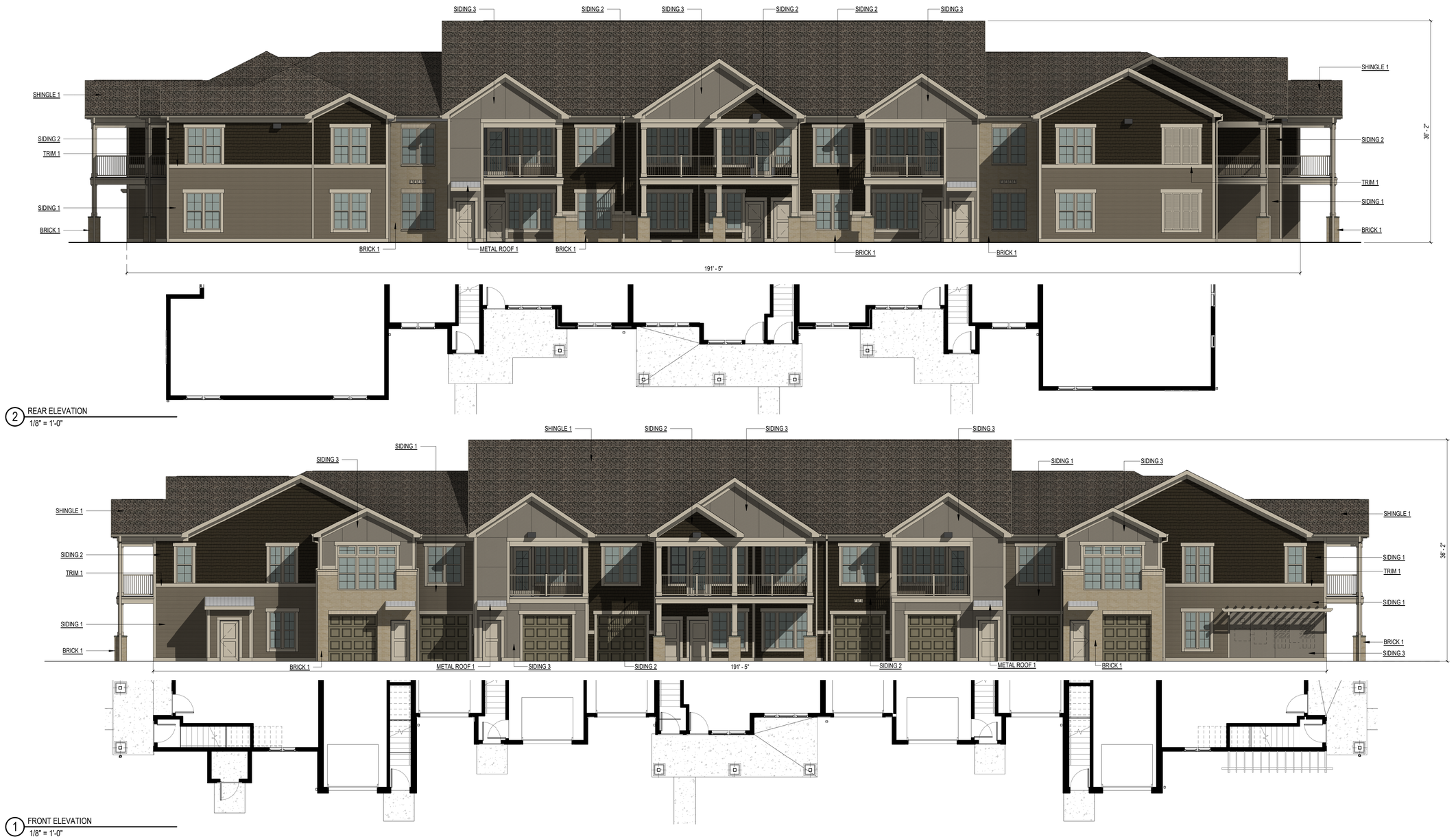
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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.5 | 09/03/2021

CONTINENTAL PROPERTIES




2 REAR ELEVATION
1/8" = 1'-0"

1 FRONT ELEVATION
1/8" = 1'-0"

# RANCH SCHEME - FRONT & REAR ELEVATIONS

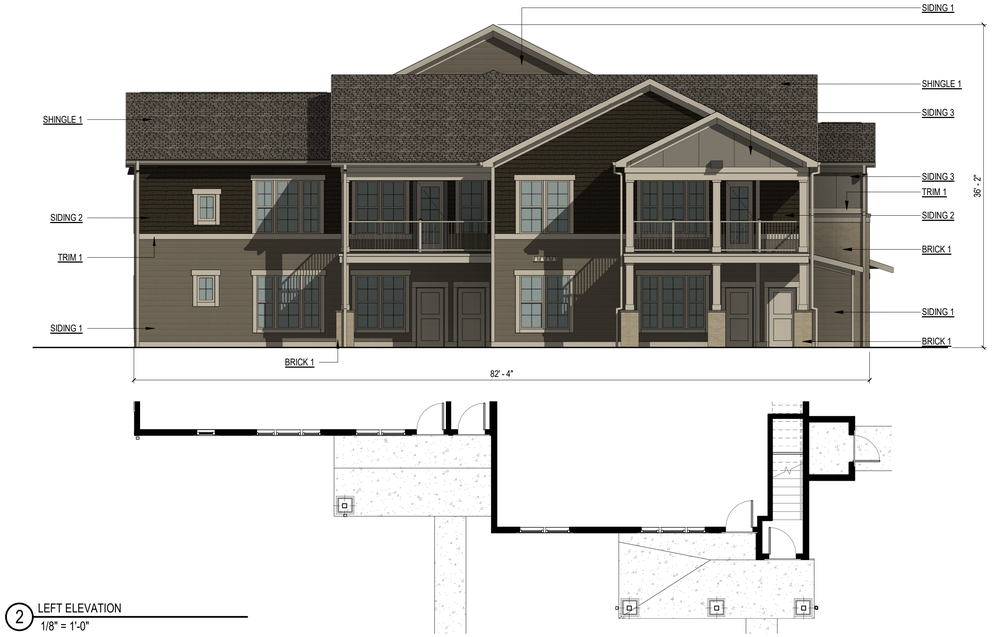
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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.6 | 09/03/2021

CONTINENTAL PROPERTIES




2 LEFT ELEVATION
1/8" = 1'-0"




1 RIGHT ELEVATION
1/8" = 1'-0"

# RANCH SCHEME - SIDE ELEVATIONS

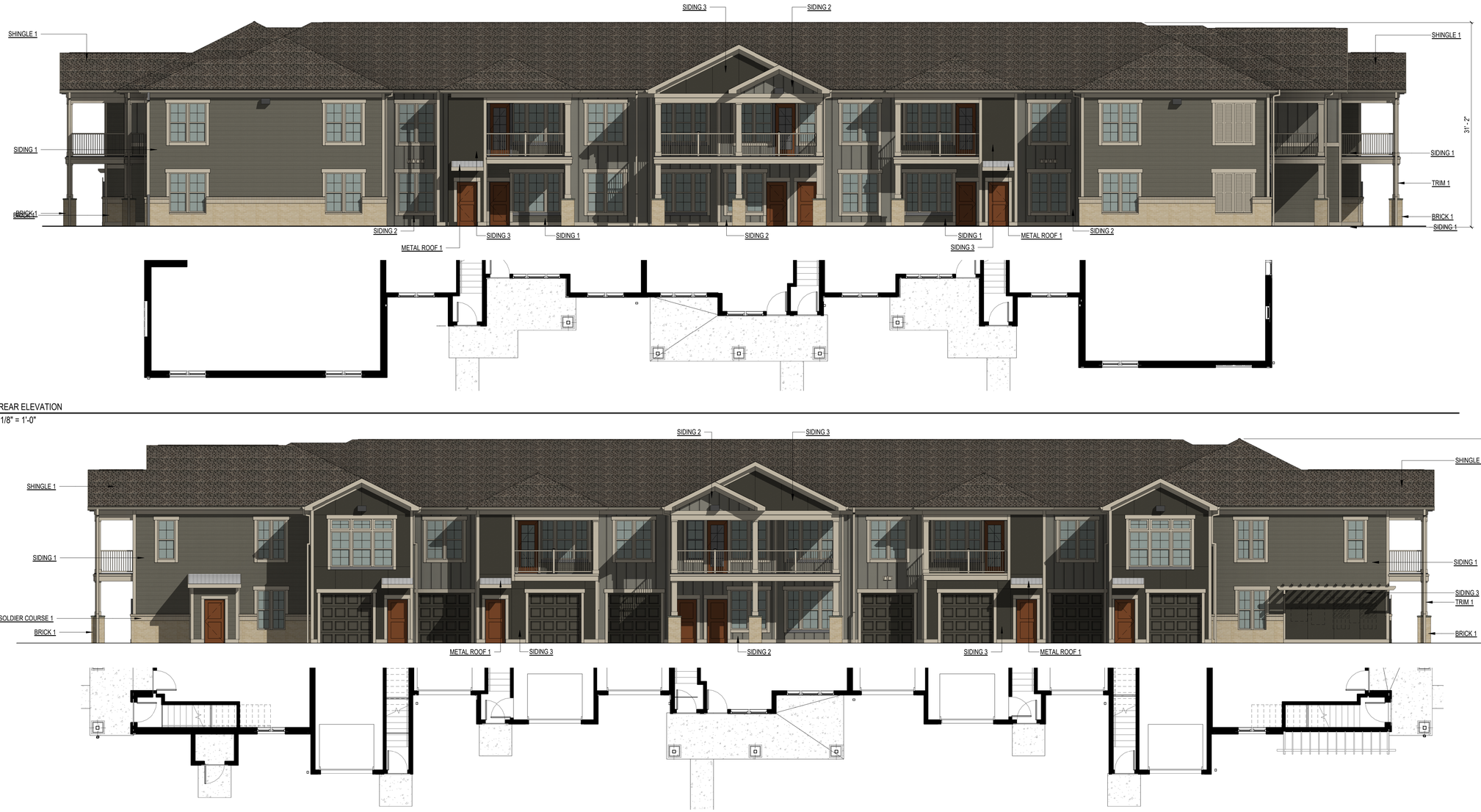
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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.7 | 09/03/2021

CONTINENTAL PROPERTIES




2 REAR ELEVATION
1/8" = 1'-0"




1 FRONT ELEVATION
1/8" = 1'-0"

# PRAIRIE SCHEME - FRONT & REAR ELEVATIONS

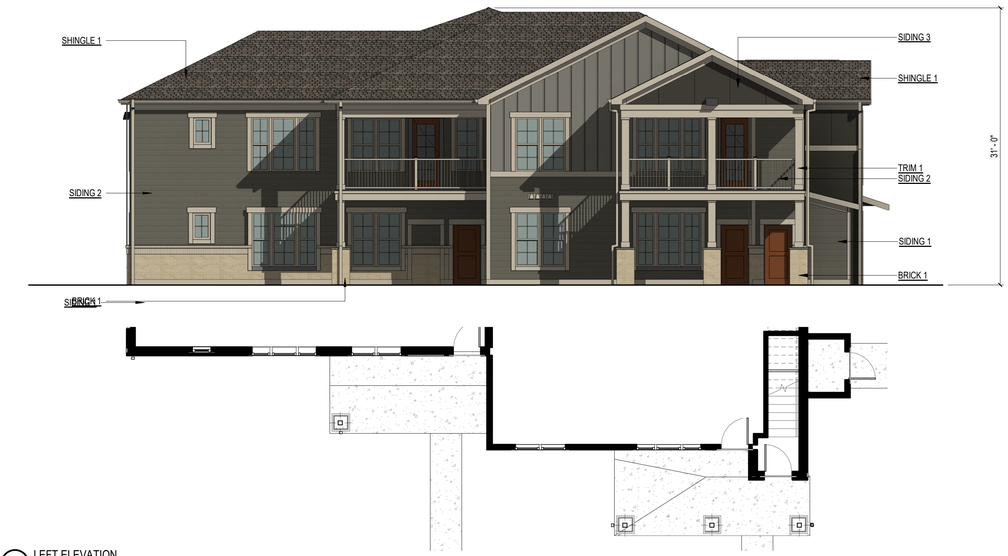
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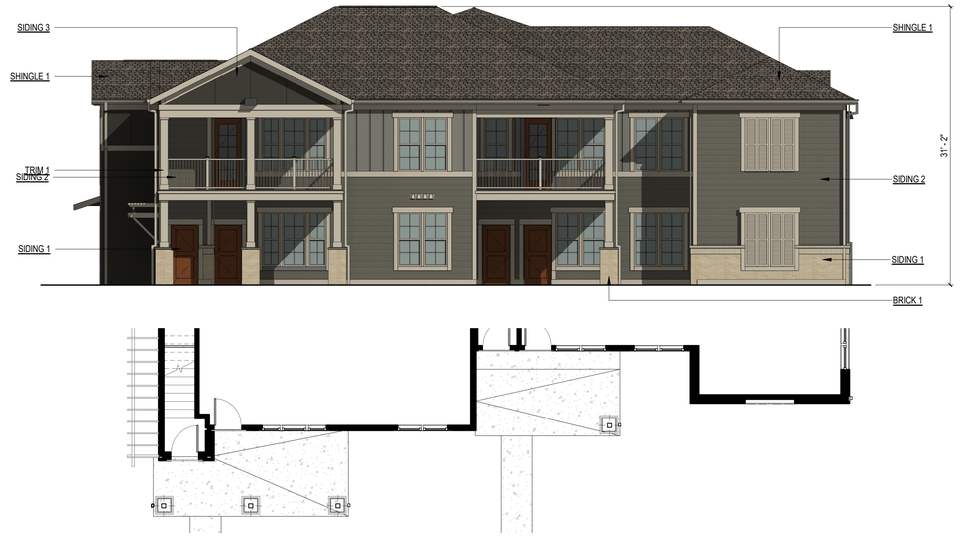
CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.8 | 09/03/2021

CONTINENTAL PROPERTIES




2 LEFT ELEVATION
1/8" = 1'-0"




1 RIGHT ELEVATION
1/8" = 1'-0"

# PRAIRIE SCHEME - SIDE ELEVATIONS

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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.9 | 09/03/2021

CONTINENTAL PROPERTIES



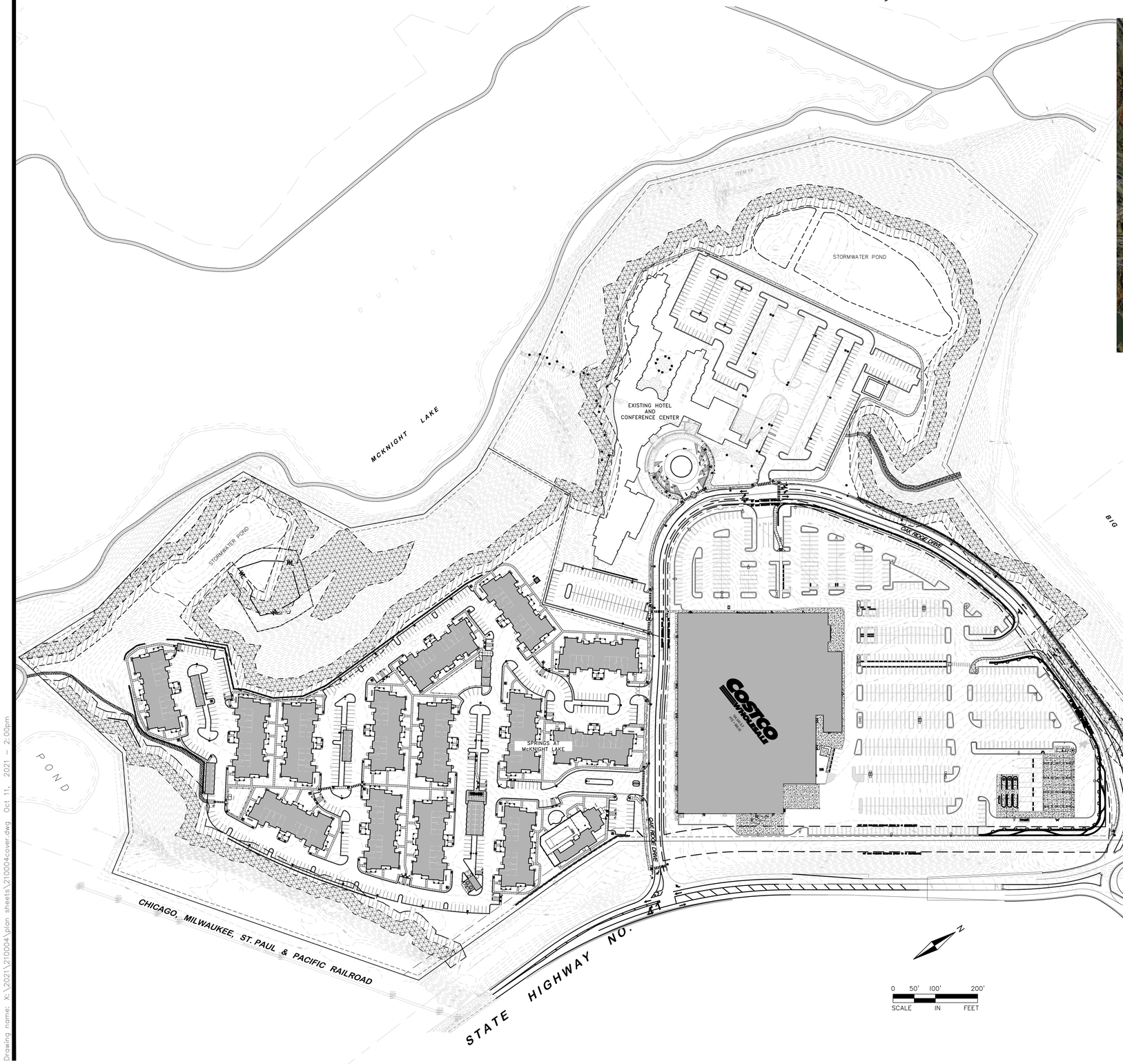

# EXTERIOR SCHEMES at SPRINGS AT MCKNIGHT

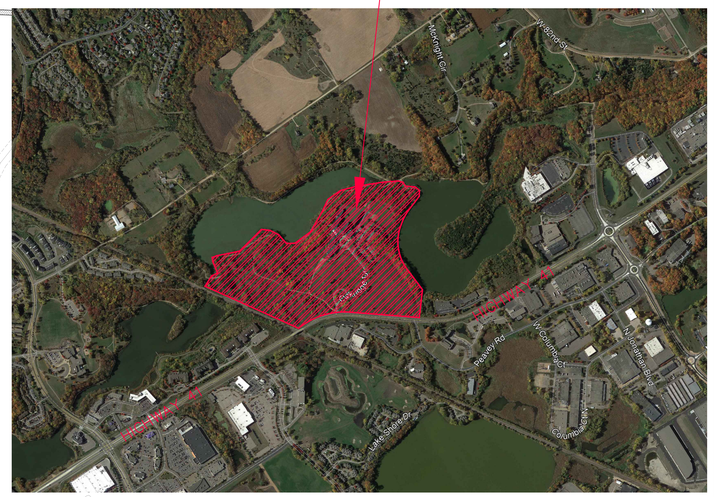
CHASKA, MN

CONTINENTAL PROPERTIES

# OAK RIDGE COMMONS

## HWY #41 & PEAVEY RD
## CHASKA, MN




**SITE VICINITY MAP**

**SHEET INDEX**


| NO. | SHEET TITLE |
|---|---|
| CIVIL SHEETS | |
| C-0.0 | COVER SHEET |
| | ALTA / NSPS LAND TITLE SURVEY |
| C-1.0 | PRELIMINARY PLAT |
| | FINAL PLAT (SHEETS 1-3) |
| C-2.0 | OVERALL INTERIM CONDITIONS |
| C-2.1 | INTERIM CONDITIONS PLAN - VIEW 1 |
| C-2.2 | INTERIM CONDITIONS PLAN - VIEW 2 |
| C-2.3 | INTERIM CONDITIONS PLAN - VIEW 3 |
| C-3.0 | OVERALL SITE PLAN |
| C-3.1 | SITE PLAN - VIEW 1 |
| C-3.2 | SITE PLAN - VIEW 2 |
| C-3.3 | SITE PLAN - VIEW 3 |
| C-3.4 | SIGNAGE PLAN |
| C-3.5 | SNOW STORAGE PLAN |
| C-3.6 | PEDESTRIAN CIRCULATION PLAN |
| C-3.7 | OPEN SPACE PLAN |
| C-3.8 | FIRE TRUCK MOVEMENT PLAN |
| C-4.0 | OVERALL GRADING PLAN |
| C-4.1 | GRADING PLAN - VIEW 1 |
| C-4.2 | GRADING PLAN - VIEW 2 |
| C-4.3 | GRADING PLAN - VIEW 3 |
| C-4.4 | EMERGENCY OVERFLOW PLAN |
| C-5.0 | OVERALL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) |
| C-5.1 | SWPPP NOTES |
| C-5.2 | SWPPP NOTES 2 |
| C-5.3 | STORMWATER MANAGEMENT PLAN - EXISTING |
| C-5.4 | STORMWATER MANAGEMENT PLAN - PROPOSED |
| C-6.0 | OVERALL UTILITY PLAN |
| C-6.1 | UTILITY PLAN - VIEW 1 |
| C-6.2 | UTILITY PLAN - VIEW 2 |
| C-6.3 | UTILITY PLAN - VIEW 3 |
| C-6.4 | UTILITY PLAN & PROFILE - OAK RIDGE DRIVE - VIEW 1 |
| C-6.5 | UTILITY PLAN & PROFILE - OAK RIDGE DRIVE - VIEW 2 |
| C-7.0 | DETAIL SHEET |
| C-7.1 | DETAIL SHEET |
| L-1.0 | OVERALL TREE PRESERVATION AND REMOVAL PLAN |
| L-1.1 | OVERALL TREE REMOVAL AND PRESERVATION PLAN - VIEW 1 |
| L-1.2 | OVERALL TREE REMOVAL AND PRESERVATION PLAN - VIEW 2 |
| L-1.3 | TREE INVENTORY |
| L-1.4 | TREE INVENTORY AND CALCULATIONS |
| L-2.0 | OVERALL LANDSCAPE PLAN |
| L-2.1 | LANDSCAPE PLAN - VIEW 1 |
| L-2.2 | LANDSCAPE PLAN - VIEW 2 |
| L-2.3 | LANDSCAPE PLAN - VIEW 3 |
| L-3.0 | LANDSCAPE DETAILS |
| P-1.0 | OVERALL PHOTOMETRIC PLAN |
| E201S | PHOTOMETRIC PLAN - VIEW 1 |
| E202S | PHOTOMETRIC PLAN - VIEW 2 |
| E203S | PHOTOMETRIC PLAN - VIEW 3 |



**OWNER REPRESENTATIVE**

WILLY BOULAY
LS BLACK DEVELOPMENT
EM: wboulay@lsblack.com
1959 SLOAN PL, SUITE 220,
SAINT PAUL, MN 55117

**CONSULTANT**

ALLIANT ENGINEERING, INC.
733 MARQUETTE AVE STE 700
MINNEAPOLIS, MN 55402-2340
PH: 612-758-3080 / FX: 612-758-3099

**CIVIL ENGINEER**
CLARK WICKLUND
LICENSE NO. 40922
EM: cwicklund@alliant-inc.com

**LANDSCAPE ARCHITECT**
MARK KRONBECK, PLA, ASLA
LICENSE NO. 26222
EM: mkronbeck@alliant-inc.com

**SURVEYOR**
ERIC A. ROESER
LICENSE NO. 47476
EM: eroeser@cfinsurvey.com


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ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com


**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

**COVER SHEET**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

BY DATE

| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | MLS |
| PROJECT NO: | 221-0004 |

C-0.0

Drawing name: X:\2021\210004\plan sheets\210004cover.dwg Oct 11, 2021 - 2:00pm

# ALTA/NSPS LAND TITLE SURVEY FOR:
# Atkinson Holdings, LLC

## SURVEY ITEMS PER SCHEDULE B:

Per Commitment for Title Insurance prepared by First American Title Insurance Company National Commercial Services, Commitment No. NCS–937489–MPLS dated April 9, 2019 at 8:00 am (Contains additional lands)

**ITEM 16:** Limitation of Access to State Trunk Highway No. 41, and rights incidental thereto, in favor of the State of Minnesota, as indicated by the following documents:

a) Final Certificate dated February 7, 1968, recorded March 25, 1968 in the office of the County Recorder, as Document No. 3624, in Book 7 of Misc., Page 429;

b) Amended Final Certificate dated January 31, 1985, recorded March 17, 1985 in the office of the County Recorder as Document No. 70129;

c) Quit Claim Deed–Easement dated July 26, 1990, recorded October 25, 1990, in the office of the County Recorder as Document No. 119000, and recorded October 25, 1990, in the office of the Registrar of Titles as Document No. T66895.

(Parcel 4)

Said limitation of access affects the surveyed property and is depicted hereon.

**ITEM 17:** Easements, and rights incidental thereto, in favor of City of Chaska, created in Easement dated August 18, 1975, recorded August 26, 1975, in the office of the County Recorder as Document No. 26590 in Book 123 of Deeds, Page 242. (Parcels 1, 4)

Said easement does not affect the surveyed property and is not depicted hereon.

**ITEM 18:** Easements, and rights incidental thereto, in favor of City of Chaska, created in Easement dated August 18, 1975, recorded August 26, 1975, in the office of the County Recorder as Document No. 26594 in Book 123 of Deeds, Page 262. (Parcels 3, 4)

Said easement does not affect the surveyed property and is not depicted hereon.

**ITEM 19:** Easements, and rights incidental thereto, in favor of City of Chaska, created in Easement dated August 18, 1975, recorded August 26, 1975, in the office of the County Recorder as Document No. 26597 in Book 123 of Deeds, Page 276. (Parcels 1, 2, 4)

Said easement (as depicted on the plat of OAK KNOLL) affects the surveyed property and is depicted hereon.

**ITEM 20:** Easements shown on the plat of Hoasken Addition, recorded January 29, 1982, in the office of the County Recorder, as Document No. 53853. (Parcel 2)

Said easement does not affect the surveyed property and is not depicted hereon.

**ITEM 21:** Easements and Limitation of Access to State Highway No. 41, as shown on the plat of Oak Knoll, recorded March 21, 1988, in the office of the County Recorder as Document No. 94506, and recorded March 21, 1988, in the office of the Registrar of Titles, as Document No. T56063, as corrected by Land Surveyor's Certificate of Correction to the plat of Oak Knoll dated September 20, 1988, recorded February 15, 1989, in the office of the County Recorder as Document No. 103346, and recorded February 15, 1989, in the office of the Registrar of Titles as Document No. T60076. (Parcel 4)

Said easements and limitation of access affect the surveyed property and are depicted hereon.

**ITEM 22:** Terms and conditions of Declaration of Covenants and Restrictions dated March 21, 1988, recorded April 5, 1988, in the office of the County Recorder as Document No. 94919, and recorded April 5, 1988, in the office of the Registrar of Titles as Document No. T56340, as affected by Acknowledgment of Continuation of Declaration of Covenants and Restrictions dated September 7, 1988, recorded September 13, 1988, in the office of the County Recorder as Document No. 99350, and recorded September 13, 1988, in the office of the Registrar of Titles as Document No. T58319. (Parcel 4)

NOTE: Torrens document nos. shown above are not shown as memorials on the certificate of title of Lot 1, Block 1, Oak Knoll.

Said terms and conditions affect the surveyed property. No plottable items to deplct.

**ITEM 23:** Terms and conditions of Declaration of Covenants, Easements, Restrictions and Right of First Refusal dated September 7, 1988, recorded September 13, 1988, in the office of the County Recorder as Document No. 99351, and recorded September 13, 1988, in the office of the Registrar of Titles as Document No. T58320. (Parcel 4)

NOTE: Torrens document no. shown above is not shown as a memorial on the certificate of title of Lot 1, Block 1, Oak Knoll.

Said terms and conditions affect the surveyed property. The "City Property" (Outlot A, Oak Knoll) is depicted hereon.

**ITEM 24:** Covenants and restrictions created in Warranty Deed dated September 7, 1988, recorded September 13, 1988, in the office of the County Recorder as Document No. 99352, and recorded September 13, 1988, in the office of the Registrar of Titles as Document No. T58321; as affected by Certificate of Completion dated August 22, 1990, recorded October 25, 1990, in the office of the County Recorder as Document No. 118998, and recorded August 25, 1990, in the office of the Registrar of Titles as Document No. T66884. (Parcel 4)

**ITEM 25:** Easements for public roadway, drainage and utility, in favor of City of Chaska, created in Quit Claim Deed dated October 28, 1988, recorded October 28, 1988, in the office of the County Recorder, as Document No. 100564, as modified and re–recorded November 23, 1988, in the office of the County Recorder as Document No. 101377; as modified by Resolution No. 90–76, which evidences the vacation of Outlot B, Oak Knoll Addition, which Resolution is dated June 4, 1990, recorded September 5, 1990, in the office of the County Recorder as Document No. 117570, and also recorded October 25, 1990, in the office of the County Recorder as Document No. 118999. (Parcel 4)

Said easement for public roadway appears to have been vacated. Said easement for drainage and utility affects the surveyed property and is depicted hereon.

**ITEM 26:** Certification by County Assessor recorded October 28, 1988, in the office of the County Recorder as Document No. 100565, and recorded October 28, 1988, in the office of the Registrar of Titles as Document No. T58864. (Parcel 4)

**ITEM 27:** Easement for McKnight Boulevard, as shown on County Maps, and as laid out and traveled. (Parcels 1 and 3)

Said easement does not affect the surveyed property and is not depicted hereon.

**ITEM 28:** County maps indicate portions of the Land may be affected by certain lakes. For any property which lies within or abuts a lake, the following issues would be applicable, to wit:
Rights of the United States of America, the State of Minnesota, the County of Carver, and/or the public, in any portion of the Land lying within a lake;
Riparian rights incident to lake;
Matters, if any, arising as a result of the fact that the boundary of the Land along a lake is not a fixed line and will move.

NOTE: State of Minnesota Department of Natural Resources, Approval of Names of Geographic Features, dated August 8, 1958, recorded April 16, 1998, in the office of the County Recorder as Document No. 225486 refers to certain lakes which may affect portions of the Land.

The surveyed property at the time of the field survey does not lie within or adjoin McKnight Lake.

LINE TABLE

| Line # | DISTANCE | BEARING | PLAT BEARING | PLAT DISTANCE |
|---|---|---|---|---|
| L1 | 104.57 | N29°06'43"W | (N29°43'45"W) | |
| L2 | 187.87 | N56°27'32"W | (N57°04'34"W) | |
| L3 | 332.90 | S81°07'06"W | (S80°30'04"W) | |
| L4 | 219.53 | N06°41'29"E | (N06°04'27"E) | |
| L5 | 357.85 | N08°26'30"W | (N09°03'32"W) | |
| L6 | 116.25 | N06°16'57"E | (N05°39'55"E) | (115.94) |
| L7 | 286.41 | N66°00'06"E | (N65°23'04"E) | (287.67) |
| L8 | 175.73 | N27°35'54"E | (N26°58'52"E) | |
| L9 | 163.61 | N02°16'22"W | (N02°53'24"W) | |




SEE SHEET 2 THROUGH SHEET 6 FOR SITE IMPROVEMENTS

## LEGAL DESCRIPTION:

Per Commitment for Title Insurance prepared by First American Title Insurance Company National Commercial Services, Commitment No. NCS–937489–MPLS dated April 9, 2019 at 8:00 am

**PARCEL 4:**

LOTS 1 AND 2, BLOCK 1, AND OUTLOT B, OAK KNOLL, ACCORDING TO THE RECORDED PLAT THEREOF, CARVER COUNTY, MINNESOTA.

(ABSTRACT AND TORRENS PROPERTY–CERTIFICATE OF TITLE NO. 34021.0)

**PARCEL 4A:**

NONEXCLUSIVE APPURTENANT EASEMENTS FOR PEDESTRIAN ACCESS TO BIKE TRAIL, SURFACE WATER DRAINAGE AND UNDERGROUND PIPES TO CONNECT TO EXISTING UNDERGROUND UTILITIES, WHICH BENEFIT LOTS 1 AND 2, BLOCK 1, OF PARCEL 4, CREATED IN THAT CERTAIN DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND RIGHT OF FIRST REFUSAL DATED SEPTEMBER 7, 1988, RECORDED SEPTEMBER 13, 1988, IN THE OFFICE OF THE COUNTY RECORDER, AS DOCUMENT NO. 99351, AND RECORDED SEPTEMBER 13, 1988, IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NO. T58320.

(Commitment for Title Insurance contains additional lands)

## GENERAL SURVEY NOTES:

1. The orientation of this bearing system is based on the Carver County coordinate grid (NAD 83–2011 Adj.).
2. The legal description and easement information used in the preparation of this survey is based on the Commitment for Title Insurance prepared by First American Title Insurance Company National Commercial Services, Commitment No. NCS–937489–MPLS dated April 9, 2019 at 8:00 am. (Contains additional lands)

## OPTIONAL TABLE A ITEMS:

1. Monuments have been placed at all major corners of the property described hereon, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. The address of the property described heron is 1 Oak Ridge Drive, Chaska Minnesota 55318.
3. The property described heron lies within Flood Zone X (Area of Minimal Flood Hazard) per un–printed Federal Insurance Rate Map No. 27019 C 0228 D, dated December 21, 2018.
4. The total area of the property described heron is 2,911,128 square feet or 66.83030 acres.
5. The contours depicted heron are per elevation data collected while conducting the fieldwork and LIDAR Data per the Minnesota Department of Natural Resources. The contour interval is 1 foot.

   BENCHMARK: Top of Minnesota Department of Transportation Geodetic Monument "HAZE" GSID Station #3705 Elevation = 965.76 feet. (NAVD88)

   SITE BENCHMARK No. 1: Top nut of hydrant south of property entrance, west side of Hwy. No. 41. Elevation = 965.96 feet. (NAVD88)

   SITE BENCHMARK No. 2: Top nut of hydrant along entrance drive of property. Elevation = 971.59 feet. (NAVD88)

   SITE BENCHMARK No. 3: Top nut of hydrant east of building. Elevation = 963.52 feet. (NAVD88)

   SITE BENCHMARK No. 4: Top nut of hydrant north of building. Elevation = 957.22 feet. (NAVD88)

6a. No zoning report or letter was received from the insurer pursuant to Optional Table A Item 6(a) of Table A, as set forth in the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys.

7a. Exterior building dimensions are depicted hereon.

7b1. The exterior building footprint areas at ground level are depicted hereon.

7c. The measured building heights are depicted hereon.

8. Substantial features observed in the process of conducting the fieldwork are depicted hereon.

9. As of the date of this survey the property described heron contains a total of 222 parking spaces of which 215 are standard spaces and 7 are handicapped spaces.

11. Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us, by resident testimony, or by locations provided by Gopher State One Call, per Ticket No. 192593946. However, locking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Other utilities and services may be present and verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.

13. The names of adjoining owners according to current tax records are depicted hereon.

15. The rectified orthophotography depicted hereon is per Egan, Field & Nowak Inc. aerial imagery captured on September 24, 2019.

16. As of the date of this survey there is no observable evidence of current earth moving work, building construction or building additions on the property described hereon.

19. The plottable offsite easements or servitudes disclosed in documents provided to the surveyor are depicted hereon.

## CERTIFICATION:

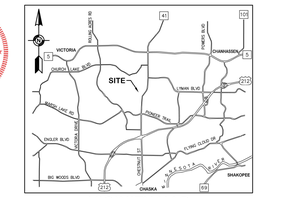
To Atkinson Holdings, LLC, First American Title Insurance Company National Commercial Services:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 15, 16 and 19 of Table A thereof. The fieldwork was completed on November 22, 2019.

Date of Plat or Map: November 26, 2019

Eric A. Roeser
Minnesota License No. 47476
eroeser@efnsurvey.com

REGISTERED LICENSED LAND SURVEYOR 47476 STATE OF MINNESOTA




**VICINITY MAP**
NOT TO SCALE

| FIELD BOOK | PAGE |
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DRAWING NAME: 38788.dwg
JOB NO. 38788
FILE NO. 5970

FIELDWORK CHIEF: TC
DRAWN BY: PMD
CHECKED BY: EAR

REVISIONS

| NO. | DATE | DESCRIPTION |
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# ALTA/NSPS LAND TITLE SURVEY

SURVEY FOR:
Atkinson Holdings, LLC

PROPERTY ADDRESS:
1 Oak Ridge Drive
Chaska, Minnesota 55318

Egan, Field & Nowak, Inc.
land surveyors since 1872
1229 Tyler Street NE, Suite 100
Minneapolis, Minnesota 55413
PHONE: (612) 466-3300
FAX: (612) 466-3383
WWW.EFNSURVEY.COM
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# ALTA/NSPS LAND TITLE SURVEY FOR:
## Atkinson Holdings, LLC




**LEGEND:**

- BENCHMARK
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- CULVERT
- HYDRANT
- LIGHT
- HANDHOLE
- UTILITY POLE
- GUY WIRE
- SIGN
- GAS SIGN
- LIMITED ACCESS
- GUARDRAIL
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- UNDERGROUND TELECOMMUNICATION
- UNDERGROUND GAS
- TREELINE
- EXISTING CONTOUR LINE
- TREE
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- GRAVEL SURFACE

| FIELD BOOK | PAGE | FIELDWORK CHIEF: |
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| | | TC |
| | | DRAWN BY: |
| | | PMD |
| | | CHECKED BY: |
| | | EAR |

DRAWING NAME: 38788.dwg
JOB NO. 38788
FILE NO. 5970

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# ALTA/NSPS LAND TITLE SURVEY

**SURVEY FOR:**
Atkinson Holdings, LLC

**PROPERTY ADDRESS:**
1 Oak Ridge Drive
Chaska, Minnesota 55318


Egan, Field & Nowak, Inc.
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**ALTA/NSPS LAND TITLE SURVEY FOR:**
**Atkinson Holdings, LLC**




**LEGEND:**

- BENCHMARK
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- CULVERT
- HYDRANT
- AUTO SPRINKLER
- GATE VALVE
- MONITOR WELL
- ELECTRIC MANHOLE
- AIR CONDITIONER
- LIGHT
- BUILDING LIGHT
- HANDHOLE
- UTILITY POLE
- GUY WIRE
- GAS METER
- GAS SIGN
- SIGN
- HANDICAPPED PARKING SPACE
- PARKING COUNT
- FLAGPOLE
- BOLLARD
- LIMITED ACCESS
- GUARDRAIL
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- UNDERGROUND TELECOMMUNICATION
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**DRAWING NAME:** 38788.dwg
**JOB NO.** 38788
**FILE NO.** 5970

**FIELDWORK CHIEF:** TC
**DRAWN BY:** PMD
**CHECKED BY:** EAR

**REVISIONS**

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# ALTA/NSPS LAND TITLE SURVEY

**SURVEY FOR:**
Atkinson Holdings, LLC

**PROPERTY ADDRESS:**
1 Oak Ridge Drive
Chaska, Minnesota 55318

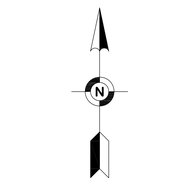

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N79°20'33"E
268.59
S24°11'19"E
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N49°03'09"E
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S32°34'09"E
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N24°27'26"E
446.41
N13°10'03"W
258.83
N77°47'35"W
378.98
BIG WOODS LAKE
MCKNIGHT LAKE
OAK KNOLL
BASEBALL DIAMOND
VOLLEYBALL COURT
VOLLEYBALL COURT
SEE SHEET 5 FOR BUILDING DETAIL
SEE SHEET 5 FOR BUILDING DETAIL
SEE SHEET 5 FOR BUILDING DETAIL

ALTA/NSPS LAND TITLE SURVEY FOR:
**Atkinson Holdings, LLC**




● FOUND IRON MONUMENT
○ SET IRON MONUMENT MARKED WITH LICENSE NUMBER 47476

**LEGEND:**

- BENCHMARK
- SANITARY MANHOLE
- STORM MANHOLE
- CB / CATCH BASIN
- CULVERT
- HYDRANT
- AUTO SPRINKLER
- GATE VALVE
- MW MONITOR WELL
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- S SANITARY SEWER
- SS STORM SEWER
- W WATERMAIN
- TC UNDERGROUND TELECOMMUNICATION
- G UNDERGROUND GAS
- E UNDERGROUND ELECTRIC
- TREELINE
- 920 EXISTING CONTOUR LINE
- DR TREE
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- GRAVEL SURFACE

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**DRAWING NAME:** 38788.dwg
**JOB NO.** 38788
**FILE NO.** 5970

**FIELDWORK CHIEF:** TC
**DRAWN BY:** PMD
**CHECKED BY:** EAR

**REVISIONS**

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# ALTA/NSPS LAND TITLE SURVEY

**SURVEY FOR:**
**Atkinson Holdings, LLC**

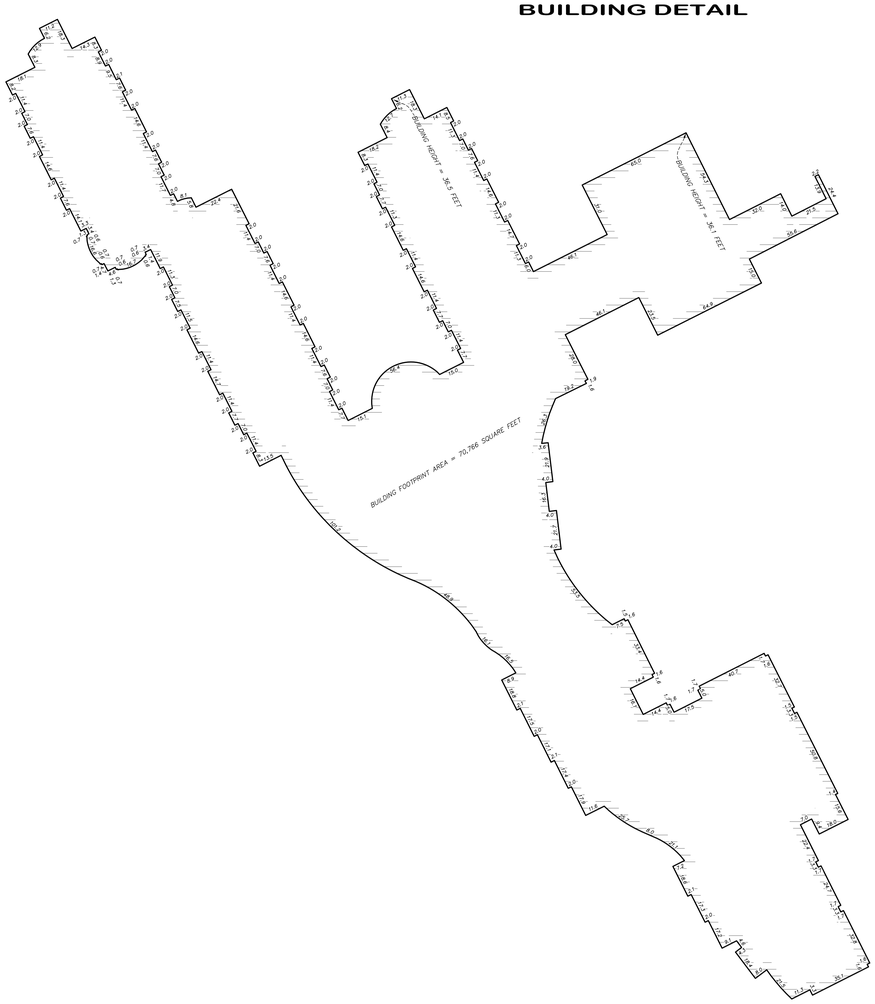
**PROPERTY ADDRESS:**
**1 Oak Ridge Drive**
**Chaska, Minnesota 55318**

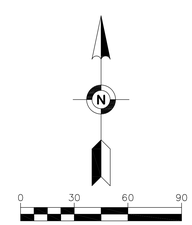

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## BUILDING DETAIL

ALTA/NSPS LAND TITLE SURVEY FOR:
**Atkinson Holdings, LLC**




| FIELD BOOK | PAGE |
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DRAWING NAME: 38788.dwg
JOB NO. 38788
FILE NO. 5970

FIELDWORK CHIEF: TC
DRAWN BY: PMD
CHECKED BY: EAR

**REVISIONS**

| NO. | DATE | DESCRIPTION |
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# ALTA/NSPS LAND TITLE SURVEY

**SURVEY FOR:**
Atkinson Holdings, LLC

**PROPERTY ADDRESS:**
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## LEGAL DESCRIPTION:

Per Commitment for Title Insurance prepared by First American Title Insurance Company National Commercial Services, Commitment No. NCS–937489–MPLS dated April 9, 2019 at 8:00 am

**PARCEL 4:**

LOTS 1 AND 2, BLOCK 1, AND OUTLOT B, OAK KNOLL, ACCORDING TO THE RECORDED PLAT THEREOF, CARVER COUNTY, MINNESOTA.

(ABSTRACT AND TORRENS PROPERTY–CERTIFICATE OF TITLE NO. 34021.0)

**PARCEL 4A:**

NONEXCLUSIVE APPURTENANT EASEMENTS FOR PEDESTRIAN ACCESS TO BIKE TRAIL, SURFACE WATER DRAINAGE AND UNDERGROUND PIPES TO CONNECT TO EXISTING UNDERGROUND UTILITIES, WHICH BENEFIT LOTS 1 AND 2, BLOCK 1, OF PARCEL 4, CREATED IN THAT CERTAIN DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND RIGHT OF FIRST REFUSAL DATED SEPTEMBER 7, 1988, RECORDED SEPTEMBER 13, 1988, IN THE OFFICE OF THE COUNTY RECORDER, AS DOCUMENT NO. 99351, AND RECORDED SEPTEMBER 13, 1988, IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NO. T58320.

(Commitment for Title Insurance contains additional lands)

## GENERAL SURVEY NOTES:

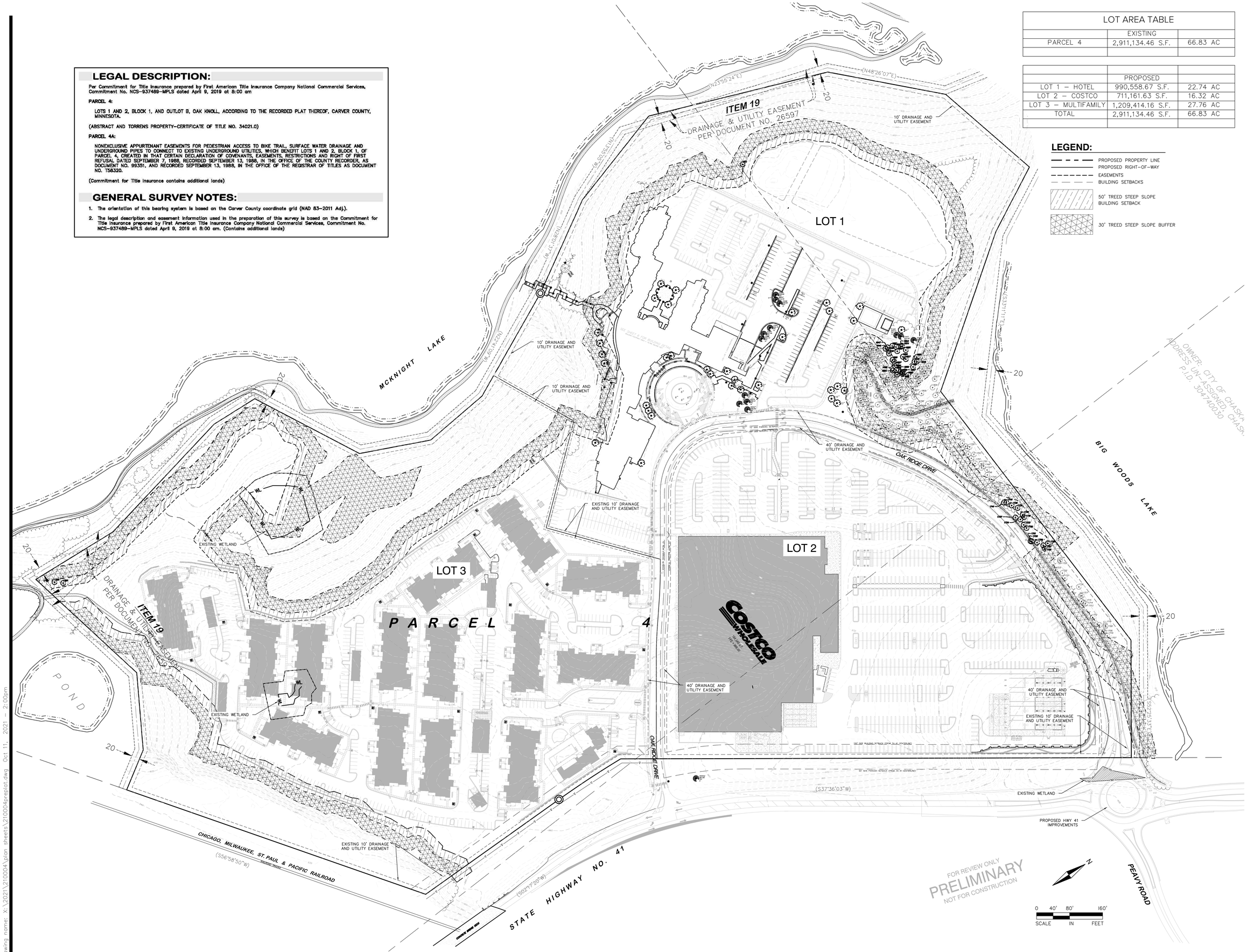
1. The orientation of this bearing system is based on the Carver County coordinate grid (NAD 83–2011 Adj.).
2. The legal description and easement information used in the preparation of this survey is based on the Commitment for Title Insurance prepared by First American Title Insurance Company National Commercial Services, Commitment No. NCS–937489–MPLS dated April 9, 2019 at 8:00 am. (Contains additional lands)

| LOT AREA TABLE | | |
|---|---|---|
| | EXISTING | |
| PARCEL 4 | 2,911,134.46 S.F. | 66.83 AC |
| | | |

| | | |
|---|---|---|
| | PROPOSED | |
| LOT 1 – HOTEL | 990,558.67 S.F. | 22.74 AC |
| LOT 2 – COSTCO | 711,161.63 S.F. | 16.32 AC |
| LOT 3 – MULTIFAMILY | 1,209,414.16 S.F. | 27.76 AC |
| TOTAL | 2,911,134.46 S.F. | 66.83 AC |
| | | |

**LEGEND:**

- PROPOSED PROPERTY LINE
- PROPOSED RIGHT–OF–WAY
- EASEMENTS
- BUILDING SETBACKS
- 50' TREED STEEP SLOPE BUILDING SETBACK
- 30' TREED STEEP SLOPE BUFFER





ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com


**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

**PRELIMINARY PLAT**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

| BY | DATE |
|---|---|
| **DATE** | **ISSUE** |
| 1–18–21 | GRADING PROGRESS |
| 2–17–21 | PROGRESS SITE PLANS |
| 3–11–21 | SCHEMATIC UTIL. ROUTINGS |
| 4–6–21 | PUD SUBMITTAL |
| 4–7–21 | PUD SUBMITTAL |
| 4–8–21 | PARKING CLARIFICATION |
| 4–30–21 | DEMOLITION REV. |
| 9–7–21 | PUD RESUBMITTAL |
| 9–30–21 | PROGRESS |
| 10–11–21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221–0004

C-1.0

Drawing name: X:\2021\210004\plan sheets\210004preplat.dwg Oct 11, 2021 – 2:00pm

# OAK KNOLL SECOND ADDITION

| PLAT FILE NO. |
|---|
| R.T. DOC. NO. |
| C.R. DOC. NO. |

**KNOW ALL PERSONS BY THESE PRESENTS:** That RCS – RCA OAK RIDGE, LLC, a Minnesota Limited Liability Company, fee owner of the following described property situated in the City of Waconia, County of Carver, State of Minnesota:

Real property in the City of Chaska, County of Carver, State of Minnesota, described as follows:

TORRENS PROPERTY

That part of Lot 1, Block 1, OAK KNOLL, lying within Tract A, REGISTERED LAND SURVEY NO. 76, according to the recorded plat thereof.

ABSTRACT PROPERTY

Lot 1, Block 1, OAK KNOLL, except that part lying within Tract A, REGISTERED LAND SURVEY NO. 76, according to the recorded plat thereof.

AND

Lot 2, Block 1, OAK KNOLL

AND

Outlot B, OAK KNOLL

Has caused the same to be surveyed and platted as OAK KNOLL SECOND ADDITION.

In witness whereof said RCS – RCA OAK RIDGE, LLC, a Minnesota Limited Liability Company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: RCS – RCA OAK RIDGE, LLC, a Minnesota Limited Liability Company

By: _____, its _____

_____

_____

**STATE OF _____**
**COUNTY OF _____**

This instrument was acknowledged before me on this _____ day of _____ , 20____, by _____,

_____ of RCS – RCA OAK RIDGE, LLC, LLC, a Minnesota Limited Liability Company, on behalf of the company.

_____

_____

Notary Public _____ County, _____

My commission expires _____

I Eric Roeser do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____, day of _____, 20____.

_____
Eric Roeser, Licensed Land Surveyor
Minnesota License No. 47476

**STATE OF MINNESOTA**
**COUNTY OF _____**

This instrument was acknowledged before me on this _____ day of _____ , 20____, by Eric Roeser, Licensed Land Surveyor.

_____

_____

Notary Public _____ County, _____

My commission expires _____

**CITY COUNCIL, CITY OF CHASKA, MINNESOTA**

This plat was approved by the City Council of the City of Chaska, Minnesota, this _____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

Signed: _____ Mayor

Signed: _____ Clerk

**COUNTY SURVEYOR, CARVER COUNTY, MINNESOTA**

Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this _____ day of _____, 20____.

Brian E. Praske, County Surveyor

By: _____

**COUNTY AUDITOR, CARVER COUNTY, MINNESOTA**

I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat. Dated this _____ day of _____, 20_____.

Crystal Campos, County Auditor

By: _____

**COUNTY RECORDER, CARVER COUNTY, MINNESOTA**

I hereby certify that this plat of OAK KNOLL SECOND ADDITION was filed this _____ day of _____, 20_____, at _____ o'clock ____. M. as Document No._____.

Kaaren Lewis, County Recorder

By: _____

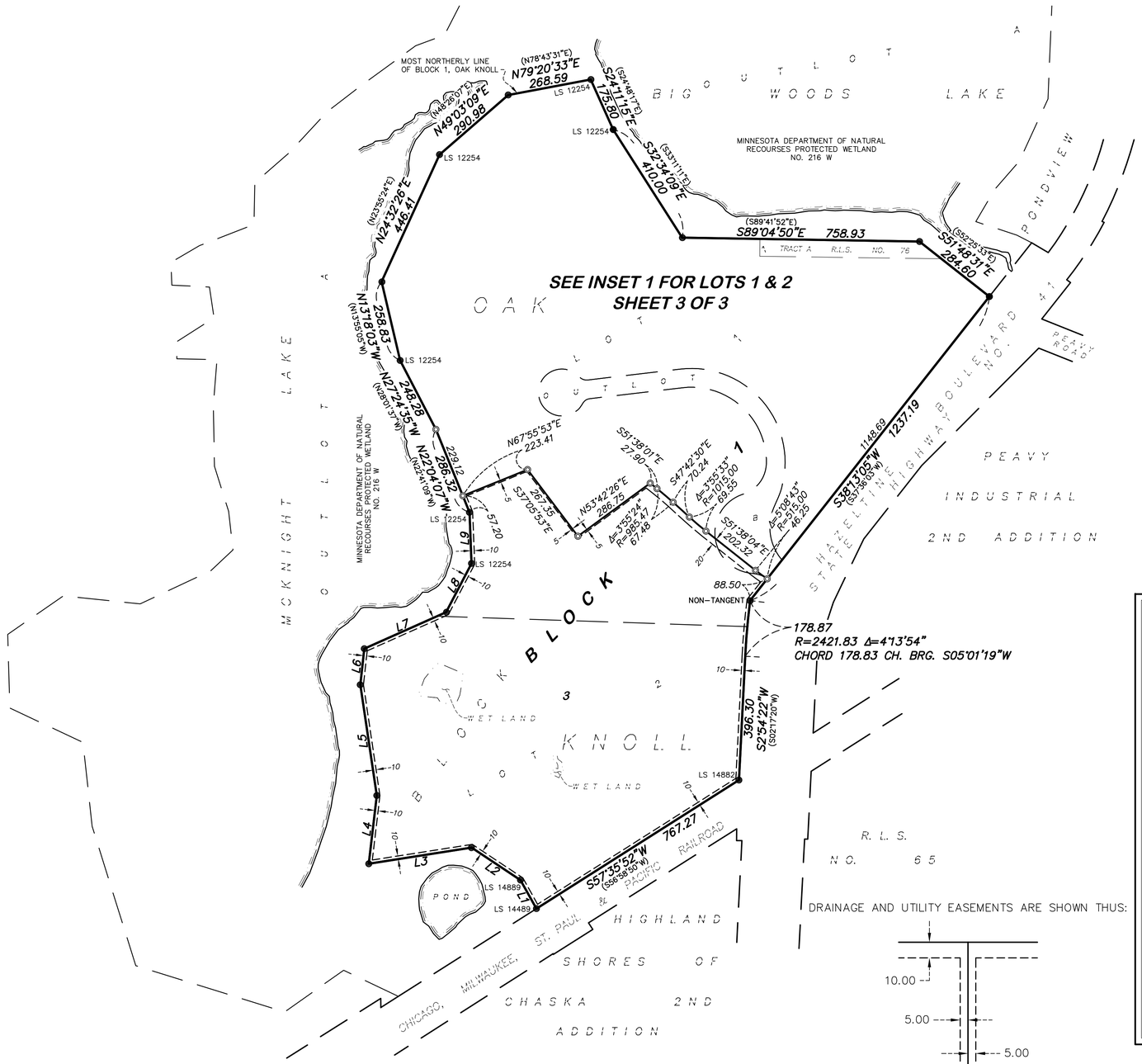
Egan, Field & Nowak, Inc.
land surveyors since 1872



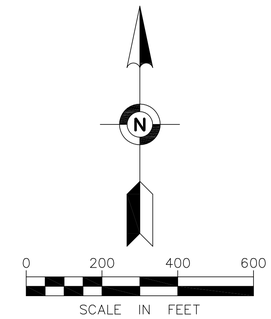

Printed 9/17/2021 at 3:05 PM by Peter Dyson

# OAK KNOLL SECOND ADDITION

| PLAT FILE NO. |
|---|
| R.T. DOC. NO. |
| C.R. DOC. NO. |




| LINE TABLE | | | | |
|---|---|---|---|---|
| Line # | DISTANCE | BEARING | PLAT BEARING | PLAT DISTANCE |
| L1 | 104.57 | N29°06'43"W | (N29°43'45"W) | |
| L2 | 187.87 | N56°27'32"W | (N57°04'34"W) | |
| L3 | 332.90 | S81°07'06"W | (S80°30'04"W) | |
| L4 | 219.53 | N06°41'29"E | (N06°04'27"E) | |
| L5 | 357.85 | N08°26'30"W | (N09°03'32"W) | |
| L6 | 116.25 | N06°16'57"E | (N05°39'55"E) | (115.94) |
| L7 | 286.41 | N66°00'06"E | (N65°23'04"E) | (287.67) |
| L8 | 175.73 | N27°35'54"E | (N26°58'52"E) | |
| L9 | 163.61 | N02°16'22"W | (N02°53'24"W) | |




The most northerly line of Block 1, OAK KNOLL is assumed to bear North 79 degrees 20 minutes 33 seconds East.

● DENOTES FOUND OPEN 1/2 INCH IRON PIPE MONUMENT, LICENSE NUMBER, IF AVAILABLE IS NOTED

◎ DENOTES SET 5/8 INCH BY 14 INCH LONG IRON REBAR MARKED BY LICENSE NO. 47476

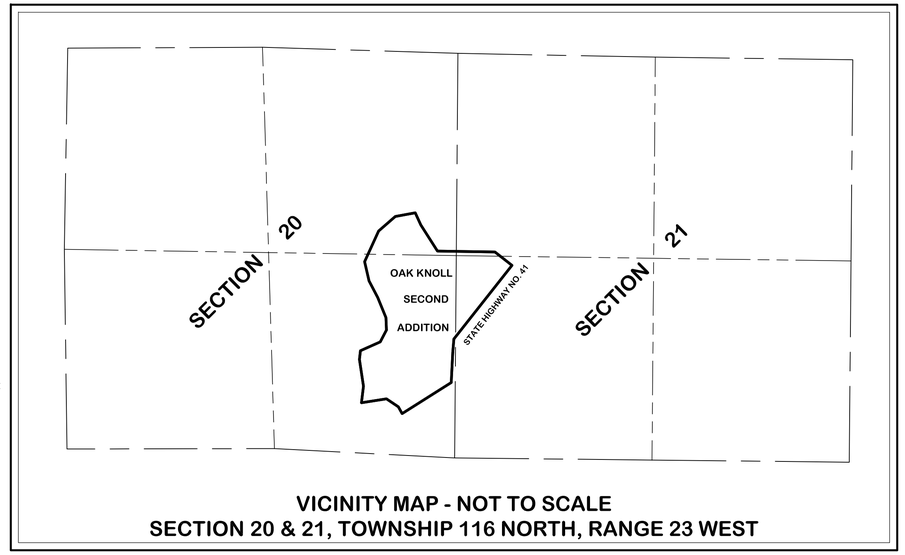
(N00°00'00"E) RECORD BEARING PER THE PLAT OF OAK KNOLL

(XXX.XX) RECORD DISTANCE PER THE PLAT OF OAK KNOLL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:




BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, AND BEING 10 FEET IN WIDTH AND ADJOINING STREET LINES AS SHOWN ON THE PLAT, UNLESS OTHERWISE INDICATED.
NOT TO SCALE



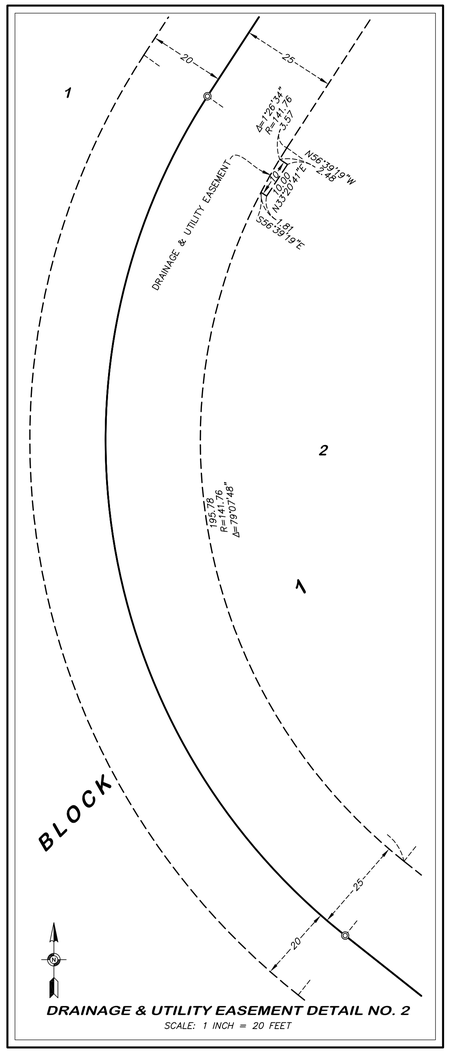

**VICINITY MAP - NOT TO SCALE**
**SECTION 20 & 21, TOWNSHIP 116 NORTH, RANGE 23 WEST**

Egan, Field & Nowak, Inc.
land surveyors since 1872

# OAK KNOLL SECOND ADDITION

## INSET 1

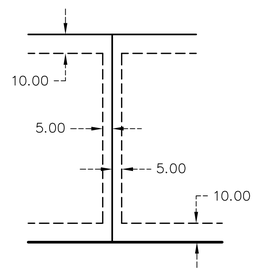
| PLAT FILE NO. |
|---|
| R.T. DOC. NO. |
| C.R. DOC. NO. |



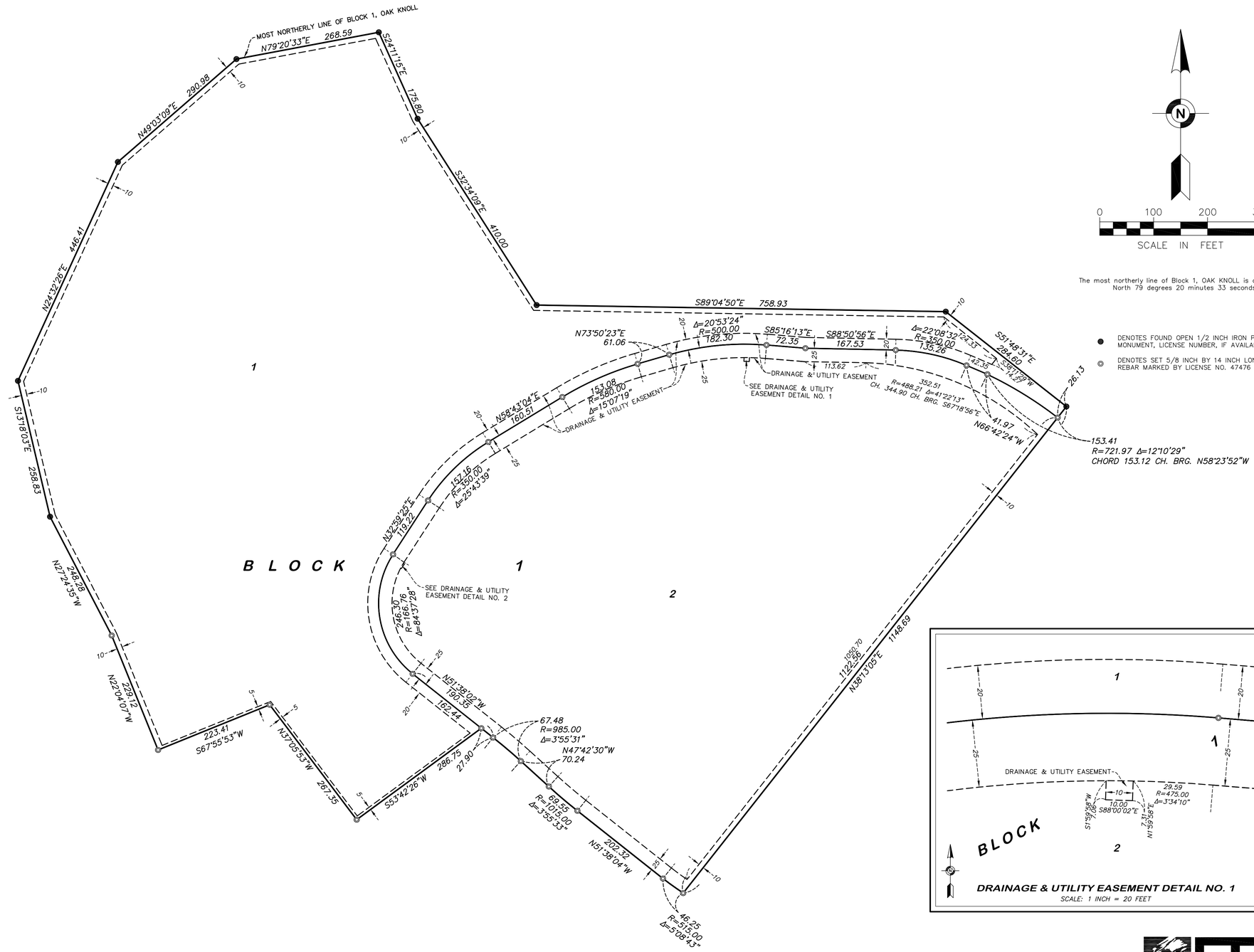

**DRAINAGE & UTILITY EASEMENT DETAIL NO. 2**

SCALE: 1 INCH = 20 FEET

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:




BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, AND BEING 10 FEET IN WIDTH AND ADJOINING STREET LINES AS SHOWN ON THE PLAT, UNLESS OTHERWISE INDICATED.
NOT TO SCALE







The most northerly line of Block 1, OAK KNOLL is assumed to bear North 79 degrees 20 minutes 33 seconds East.

● DENOTES FOUND OPEN 1/2 INCH IRON PIPE MONUMENT, LICENSE NUMBER, IF AVAILABLE IS NOTED

◎ DENOTES SET 5/8 INCH BY 14 INCH LONG IRON REBAR MARKED BY LICENSE NO. 47476




**DRAINAGE & UTILITY EASEMENT DETAIL NO. 1**

SCALE: 1 INCH = 20 FEET

Egan, Field & Nowak, Inc.
land surveyors since 1872

## LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- TOP OF WALL ELEVATION / BOTTOM OF WALL ELEVATION
- DIRECTION OF DRAINAGE
- EXISTING CATCH BASINS
- EXISTING STORM SEWER
- PROPOSED CATCH BASINS
- PROPOSED STORM SEWER
- PROPOSED LIMITS OF CONSTRUCTION
- PROPERTY LINE
- INLET PROTECTION
- HEAVY DUTY SILT FENCE

## WETLAND IMPACTS:

EXISTING WETLANDS:

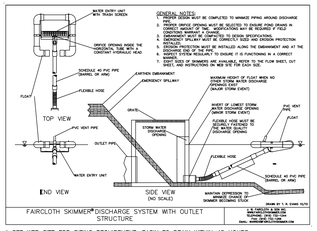
WETLAND #1 = 2,412 SF
WETLAND #2 = 1,383 SF
WETLAND #3 = 12,504 SF

TOTAL = 16,299 SF ON SITE

WETLAND IMPACTS:

WETLAND #1 = 2,412 SF
WETLAND #2 = 1383 SF

TOTAL = 3,794 SF DISTURBED




* SEE WEB SITE FOR SIZING REQUIREMENT, BASIN TO DRAIN WITHIN 48 HOURS.

## GRADING NOTES

1. ALL PAVEMENTS SHALL SLOPE AWAY FROM PROPOSED BUILDINGS AT A MINIMUM GRADE OF 1.5%.
2. ACCESSIBLE PARKING SPACES AND ACCESS AISLE NOT TO EXCEED 2.0% IN ANY DIRECTION.
3. ALL CURB AND GUTTER AT ACCESSIBLE PARKING SPACES TO BE DEPRESSED WITH CURB TAPER, PER DETAIL.
4. THE CONTRACTOR SHALL KEEP THE ADJACENT ROADWAYS FREE OF DEBRIS AND PREVENT THE OFF-SITE TRACKING OF SOIL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY/COUNTY.
5. NOTIFY GOPHER STATE ONE CALL, AT (800)252-1166 OR 811, 48 HOURS PRIOR TO START OF CONSTRUCTION.
6. ALL IMPROVEMENTS TO CONFORM WITH CITY AND COUNTY CONSTRUCTION STANDARDS SPECIFICATION, LATEST EDITION.
7. ROCK CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL CONSTRUCTION ACCESS POINTS.
8. CONTRACTOR TO KEEP A COPY OF THE FINAL DRAINAGE REPORT ON SITE AT ALL TIMES.
9. ADD 900 TO ELEVATIONS SHOWN AS 70.00 TO OBTAIN USGS ELEVATION.
10. CONTRACTOR TO SEED ALL ROUGH GRADED AREAS W/ APPROVED MNDOT TEMPORARY SEED MIX.
11. SURVEYOR TO VERIFY BENCHMARK ELEVATION PRIOR TO START OF CONSTRUCTION.
12. REFER TO GEOTECHNICAL REPORT AND PROJECT MANUAL, FOR SOIL CORRECTION REQUIREMENTS AND TESTING REQUIREMENTS.
13. STRIP TOPSOIL PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE.
14. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
15. BUILDING PERMITS ARE REQUIRED FOR ALL RETAINING WALLS 4 FEET IN HEIGHT OR GREATER. THE WALLS SHALL BE DESIGNED BY A STRUCTURAL ENGINEER WITH DESIGN REVIEWED AND APPROVED BY THE CITY PRIOR TO INSTALLATION. ANY QUESTIONS REGARDING THE BUILDING PERMITS SHALL BE DIRECTED TO THE CITY BUILDING INSPECTOR.

(ESF 1) TEMP. SEDIMENT BASIN
ELEV=940-944
STORAGE PROVIDED=238,489 CF
(8.42 AC. DRAINS TO BASIN)
FAIRCLOTH SKIMMER CONNECT TO TEMP. PIPE OUTLET INV(OUT)=940.00

TEMP. PIPES TO CONNECT TO EXISTING 36" RCP [TO BE REMOVED AFTER INTERIM CONDITION] VIA TEMPORARY RISER
RISER GRATE ELEV=947.50
EXIST. 36" INV AT THIS LOCATION=932.50 (VERIFY)

(ESF 2) TEMP. SEDIMENT BASIN
ELEV=920-924
STORAGE PROVIDED=90,563 CF
STORAGE REQUIRED=35,928 CF
(9.98 AC. TOTAL CONVEYED TO BASIN)

FAIRCLOTH SKIMMER CONNECT TO TEMP. PIPE OUTLET INV(OUT)=962.00

TEMP RISER IN PLACE OF CBMH 601
TOP GRATE ELEV=958.00
INV(OUT)=928.69
FAIRCLOTH SKIMMER CONNECT TO TEMP. RISER OUTLET INV=956.00

TEMP. SEDIMENT BASIN
ELEV=962-984
STORAGE PROVIDED=15,355 CF
STORAGE REQUIRED=12,101 CF
(3.36 AC. DRAINS TO BASIN)

TEMP. SEDIMENT BASIN
ELEV=960-962
STORAGE PROVIDED=22,300 CF
STORAGE REQUIRED=21,405 CF
(5.94 AC. DRAINS TO BASIN)

FAIRCLOTH SKIMMER CONNECT TO TEMP. PIPE OUTLET INV(OUT)=960.00

FAIRCLOTH SKIMMER CONNECT TO TEMP. PIPE OUTLET INV(OUT)=956.00

TEMP. SEDIMENT BASIN
ELEV=956-960
STORAGE PROVIDED=23,461 CF
STORAGE REQUIRED=16,591 CF
(4.61 AC. DRAINS TO BASIN)

TEMP. SEDIMENT BASIN
ELEV=958-960
STORAGE REQUIRED=33,258 CF
STORAGE PROVIDED=39,807 CF
(9.24 AC. DRAINS TO BASIN)
FAIRCLOTH SKIMMER CONNECT TO TEMP. PIPE OUTLET INV(OUT)=958.00

TEMP. SEDIMENT BASIN
ELEV=938-940
STORAGE REQUIRED=8,636 CF
STORAGE PROVIDED=9,824 CF
(2.40 AC. DRAINS TO BASIN)
FAIRCLOTH SKIMMER CONNECT TO TEMP. PIPE OUTLET INV(OUT)=938.00

MATCH LINE - VIEW 1

MCKNIGHT LAKE
BIG WOODS LAKE
POND
CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD
STATE HIGHWAY NO. 41
COSTCO WHOLESALE

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

N

0 40' 80' 160'
SCALE IN FEET


ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com


**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

**OVERALL INTERIM CONDITIONS**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

QUALITY ASSURANCE/CONTROL

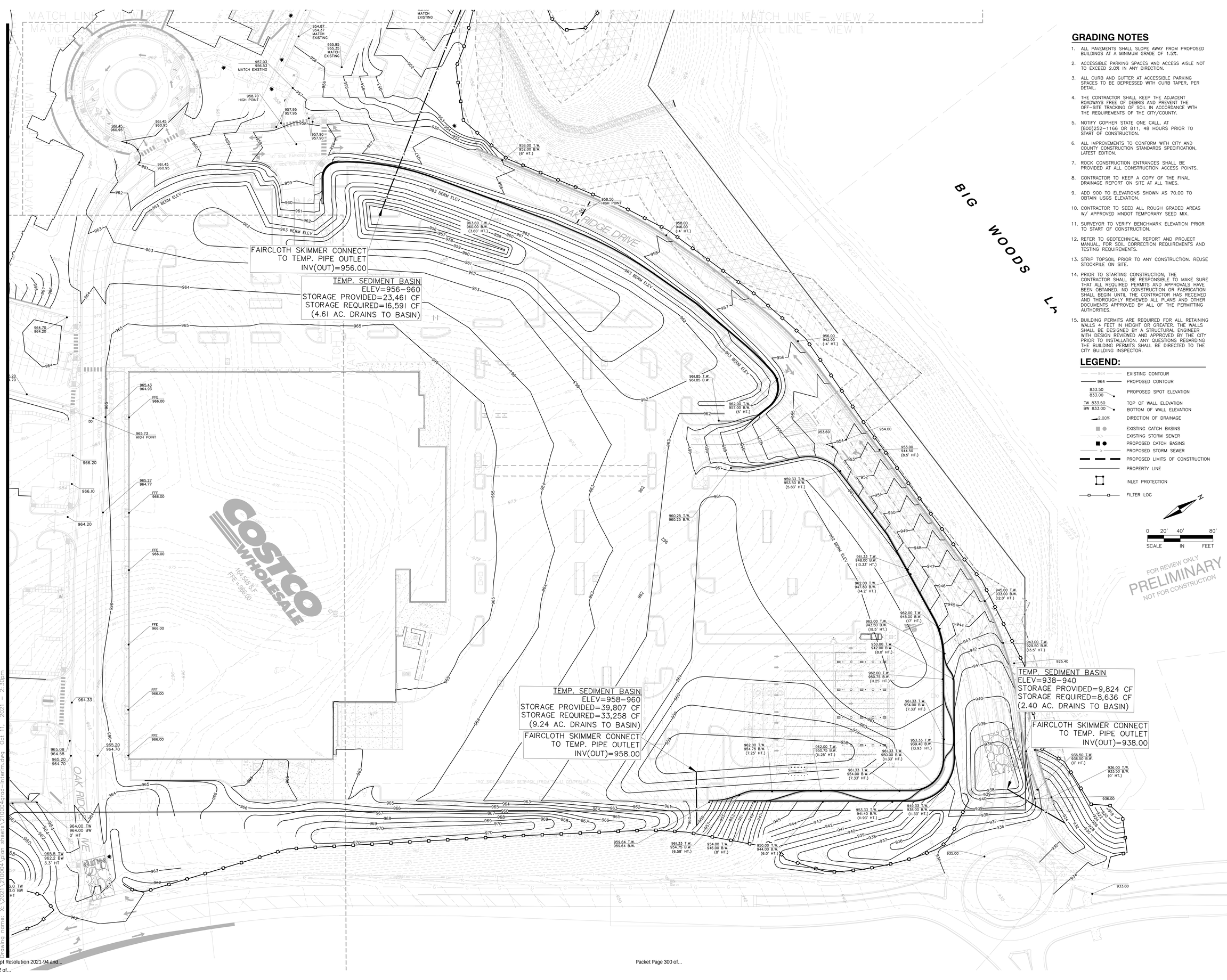
| BY | DATE |
|---|---|

| DATE | ISSUE |
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| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

PROJECT TEAM DATA
DESIGNED: MK
DRAWN: ST
PROJECT NO: 221-0004

C-2.0

Drawing name: K:\2021\210004\plan sheet\210004grad-interim.dwg Oct 11, 2021 - 2:01pm


MATCH LINE – VIEW 2
MATCH LINE – VIEW 1
MATCH LINE – VIEW 1
MATCH LINE – VIEW 2
954.87
954.37
MATCH EXISTING
955.85
955.35
MATCH EXISTING
957.03
956.53
MATCH EXISTING
958.70
HIGH POINT
957.95
957.95
957.90
957.90
961.45
960.95
961.45
960.95
961.45
960.95
963 BERM ELEV
963 BERM ELEV
963 BERM ELEV
963 BERM ELEV
963 BERM ELEV
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962

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- EXISTING STORM SEWER
- PROPOSED CATCH BASINS
- PROPOSED STORM SEWER
- PROPOSED LIMITS OF CONSTRUCTION
- PROPERTY LINE
- INLET PROTECTION
- FILTER LOG

0 20' 40' 80'
SCALE IN FEET

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RISER GRATE ELEV=947.50
EXIST. 36" INV AT THIS LOCATION=932.50 (VERIFY)

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TEMP. SEDIMENT BASIN
ELEV=956-960
STORAGE PROVIDED=23,461 CF
STORAGE REQUIRED=16,591 CF
(4.61 AC. DRAINS TO BASIN)

OAK RIDGE DRIVE

B20E BLDG 5

B20E BLDG 4

BIG WO


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www.alliant-inc.com


**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

**INTERIM CONDITIONS PLAN - VIEW 2**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

| BY | DATE |
|---|---|

| DATE | ISSUE |
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**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | ST |
| PROJECT NO: | 221-0004 |

C-2.2

Drawing name: X:\2021\210004\plan sheets\210004grad-interim.dwg Oct 11, 2021 - 2:01pm




## LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- TOP OF WALL ELEVATION / BOTTOM OF WALL ELEVATION
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**INTERIM CONDITIONS PLAN - VIEW 3**

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CLARK WICKLUND, PE

Date License No.

QUALITY ASSURANCE/CONTROL

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| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

PROJECT TEAM DATA

DESIGNED: MK
DRAWN: ST
PROJECT NO: 221-0004

C-2.3

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

Drawing name: X:\2021\210004\plan sheets\210004grad-interim.dwg Oct 11, 2021 - 2:01pm

## SITE DATA:

| SITE SUMMARY | |
|---|---|
| **OAKRIDGE COMMONS** | |
| PROPERTY AREA | ±66.83 AC |
| **ZONING** | |
| EXISTING ZONING | PLANNED MULTI-USE DEVELOPMENT |
| PROPOSED ZONING | PLANNED MULTI-USE DEVELOPMENT |
| **PARKING SETBACKS** | |
| ROAD SIDE | 10' |
| INTERIOR SIDE YARD | 5' |
| TREED STEEP SLOPE SETBACK | 50' |
| FROM CENTERLINE OF HWY 41 | 90' |
| **BUILDING SETBACKS** | |
| CITY OUTLOT | 40' |
| RAILROAD | 50' |
| TREED STEEP SLOPE BUILDING SETBACK | 50' |
| FROM CENTERLINE OF HWY 41 | 150' |
| **BUFFERS** | |
| TREED STEEP SLOPE BUFFER | 30' |
| DELINEATED WETLANDS | 30' |

| LOT SUMMARY | |
|---|---|
| **AREAS** | |
| **PROPOSED PROPERTY** | **±66.83 AC** |
| **LOT 1 - EXISTING HOTEL & CONFERENCE CENTER** | |
| **LOT 1 PROPERTY AREA** | **±23.37 AC** |
| **PROPOSED IMPERVIOUS AREA** | **±7.88 AC** |
| **PROPOSED PERVIOUS AREA** | **±15.49 AC** |
| **EXISTING BUILDING FOOTPRINT (HOTEL & CONFERENCE)** | **± 75,815 S.F.** |
| **EXISTING BUILDING FLOOR AREA (HOTEL & CONFERENCE)** | **± 171,000 S.F.** |
| **REQUIRED PARKING** | **294 STALLS** |
| **PROPOSED PARKING** | **286 STALLS** |
| **AUXILIARY PARKING LOT PARKING STALLS** | **20 STALLS** |
| **TOTAL PARKING PROVIDED** | **306 STALLS** |
| **A.D.A. PARKING STALLS REQUIRED / PROPOSED STALLS PROVIDED** | **8 A.D.A. STALLS / 8 A.D.A. STALLS** |
| **LOT 2 - PROPOSED COSTCO DEVELOPMENT** | |
| **LOT 2 PROPERTY AREA** | **±16.33 AC** |
| **PROPOSED IMPERVIOUS AREA** | **±13.82 AC** |
| **PROPOSED PERVIOUS AREA** | **±2.51 AC** |
| **BUILDING AREA - RETAIL (COSTCO)** | **±164,545 S.F.** |
| **REQUIRED PARKING** | **470 STALLS** |
| **PARKING STALLS PROVIDED** | **727 STALLS** |
| **AUXILIARY PARKING LOT PARKING STALLS (FROM LOT ONE)** | **52 STALLS** |
| **TOTAL PROPOSED PARKING** | **779 STALLS** |
| **A.D.A PARKING REQUIRED / PROPOSED STALLS PROVIDED** | **17 A.D.A. STALLS / 17 A.D.A. STALLS** |
| **LOT 3 - MULTIFAMILY** | |
| **LOT 3 PROPERTY AREA** | **±27.13 AC** |
| **PROPOSED IMPERVIOUS AREA** | **16.33 AC (60.2%)** |
| **PROPOSED PERVIOUS AREA** | **10.80 AC (39.8%)** |
| **STEEP SLOPE AREA** | **± 3.28 AC** |
| **PROPOSED DWELLING UNITS** | **280 UNITS** |
| **REQUIRED PARKING** | **560 STALLS** |
| **PROPOSED PARKING** | **576 STALLS (2.06 PER UNIT)** |

## PARKING DATA:

| PARKING REQUIREMENTS SUMMARY |
|---|
| **HOTEL** |
| 1 STALL / ROOM |
| **CONFERENCE CENTER** |
| 15 STALLS PLUS 1 STALL / 300 S.F. OVER 2,000 S.F. |
| **RETAIL** |
| 1 STALL / 350 S.F. GENERAL FLOOR AREA |
| **MULTIFAMILY** |
| 2 STALLS / 1 DWELLING UNIT |

| PARKING LOT LANDSCAPE CALCULATIONS | |
|---|---|
| **INTERNAL PARKING LANDSCAPING REQUIRED IS 10% OF THE TOTAL PARKING AREA** | |
| **LOT 1 NORTH PARKING LOT** | **%** |
| IMPERVIOUS PARKING AREA | 131,696 S.F. |
| LANDSCAPE ISLAND AREA | 47,455 S.F. ( 36.03% ) |
| **LOT 2 - COSTCO PARKING LOT** | **%** |
| IMPERVIOUS PARKING AREA | 437,800 S.F. |
| LANDSCAPE ISLAND AREA | 44,493 S.F. ( 10.16% ) |
| **LOT 3 - MULTIFAMILY** | **%** |
| IMPERVIOUS PARKING AREA | 210,762 S.F. |
| LANDSCAPE ISLAND AREA | 25,042 S.F. ( 11.88% ) |

## LEGEND:

- PROPOSED CURB & GUTTER
- PROPOSED OUTFALL CURB & GUTTER (PROVIDE 5' CURB TRANSITION)
- MOUNTABLE CURB (PROVIDE 5' CURB TRANSITION)
- CURB & GUTTER (BY OTHERS)
- CONCRETE PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- LIGHT DUTY BITUMINOUS PAVEMENT
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN

NOTE:
SEE INDIVIDUAL TREE SYMBOLS FOR CALIPER SIZE

- CONSTRUCTION LIMITS
- LOT LINE
- PROPERTY LINE
- PROP. MOD. BLOCK RET. WALL
- DRAINAGE & UTILITY EASEMENT
- BUILDING SETBACK
- EXISTING WETLAND
- WETLAND SETBACK
- 30' TREED STEEP SLOPE BUFFER
- 50' TREED STEEP SLOPE BUILDING SETBACK

## SITE NOTES

1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES, SUCH AS EXISTING GUTTER GRADES AT THE PROPOSED DRIVEWAYS, PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OF VARIATIONS FROM THE PLANS.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
4. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION & REMOVAL OF ALL EXISTING STRUCTURES WHICH INTERFERE WITH NEW WORK AS SHOWN.
5. CONCRETE SIDEWALK AND CURB & GUTTER SHALL BE REMOVED TO NEAREST CONSTRUCTION JOINT OUTSIDE THE REMOVAL LIMITS.
6. ALL DIMENSIONS, GRADES, EXISTING AND PROPOSED INFORMATION SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO INFORMATION SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
7. DIMENSIONS SHOWN ARE TO FACE OF CURB, CENTER OF STRUCTURE, EDGE OF SIDEWALK OR EXTERIOR OF BUILDING.
8. ALL CONCRETE SIDEWALK ADJACENT TO BUILDING SHALL BE SEPARATED BY A 1/2" EXPANSION JOINT.
9. PROTECT EXISTING CONCRETE SIDEWALKS DURING ALL PHASES OF CONSTRUCTION. CONTRACTOR TO REPLACE ANY CRACKED OR BROKEN PANELS CAUSED BY SITE CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & DISPOSAL OF THE EXISTING BITUMINOUS. BITUMINOUS SHALL BE SAW CUT OR JACK HAMMERED FOR STRAIGHT EDGES. TACK SHALL BE USED ON BITUMINOUS EDGE PRIOR TO PATCHING. MATCH EXISTING GRADES.
11. CONTRACTOR SHALL PROTECT ADJOINING PROPERTIES & STRUCTURES FROM HAZARDS ASSOCIATED WITH HIS CONSTRUCTION ACTIVITIES & SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTIES & STRUCTURES THAT OCCUR AS A RESULT OF THESE ACTIVITIES.
12. CONTRACTOR SHALL NOT IMPEDE EXISTING TRAFFIC CIRCULATION TO ADJACENT BUSINESSES OR HOMES. PROVIDE TRAFFIC CONTROL DURING CONSTRUCTION PER MNDOT STANDARDS.
13. CONTRACTOR SHALL PERFORM SWEEPING ON PRIVATE PARKING AREAS AND PUBLIC STREETS AT LEAST ONCE A WEEK, ONCE A DAY IF NEEDED.
14. CONTRACTOR SHALL BE HELD FULLY RESPONSIBLE TO PREVENT AND ELIMINATE ANY DUST NUISANCE OCCASIONED BY AND DURING CONSTRUCTION, UNTIL THE PROJECT HAS BEEN COMPLETED AND HANDED OVER.
15. REFER TO ARCHITECTURAL DRAWINGS FOR CONCRETE STOOPS ADJACENT TO PROPOSED BUILDING.
16. CONTINUOUS CONCRETE CURB & GUTTER WHICH CHANGES TYPE SHALL HAVE A FIVE FOOT TRANSITION.
17. ALL CONCRETE CURB AND GUTTER ADJACENT TO CONCRETE WALK BE SEPARATED BY A 1/2 INCH EXPANSION JOINT.
18. PARKING LOT STRIPING SHALL BE 4 INCH WHITE.
19. ALL WORK WITHIN THE R.O.W. STALL COMPLY WITH MNDOT ENGINEERING DESIGN STANDARDS.
20. ALL CURB AND GUTTER TO BE CONCRETE B612 CURB UNLESS NOTED OTHERWISE.
21. CONCRETE APRONS TO BE INSTALLED FOR ALL ACCESS DRIVES ONTO PUBLIC STREETS PER CITY STANDARDS.
22. ALL CONCRETE PADS TO BE 3000 PSI AIR ENTRAINED 6" CONCRETE WITH #4 BARS @ 12" O.C. AND BROOM FINISHED
23. REFER TO PHOTOMETRIC PLAN FOR LOCATIONS, FOOTCANDLE PRINT OUT AND SPECIFICATIONS.
24. RETAINING WALLS, WHERE HEIGHT IS MORE THAN 30" FROM FINISHED GRADE, SHALL HAVE A 42" GUARDRAIL OR FENCE ATOP THE WALL UNLESS OTHERWISE NOTED ON PLANS.

NOTE: FOR PAVEMENT DESIGN REFER TO GEOTECHNICAL REPORT PREPARED BY KLEINFELDER DATED 6-9-20


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733 Marquette Avenue
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Minneapolis, MN 55402
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**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

**OVERALL SITE PLAN**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

| BY | DATE |
|---|---|
| **DATE** | **ISSUE** |
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

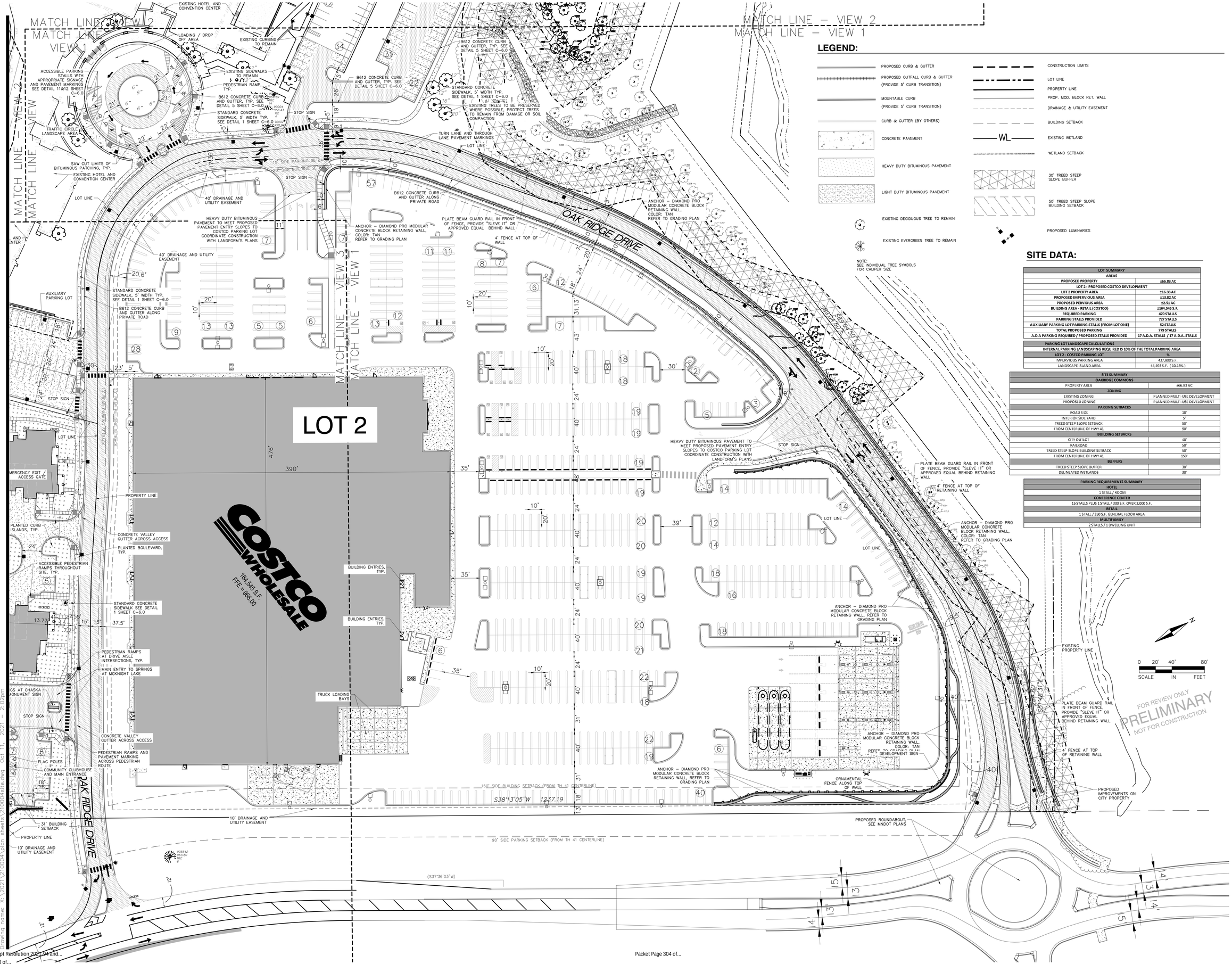
| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | MLS |
| PROJECT NO: | 221-0004 |

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SCALE 0 40' 80' 160' IN FEET

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## LEGEND:

- PROPOSED CURB & GUTTER
- PROPOSED OUTFALL CURB & GUTTER (PROVIDE 5' CURB TRANSITION)
- MOUNTABLE CURB (PROVIDE 5' CURB TRANSITION)
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- CONCRETE PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
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- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- CONSTRUCTION LIMITS
- LOT LINE
- PROPERTY LINE
- PROP. MOD. BLOCK RET. WALL
- DRAINAGE & UTILITY EASEMENT
- BUILDING SETBACK
- WL — EXISTING WETLAND
- WETLAND SETBACK
- 30' TREED STEEP SLOPE BUFFER
- 50' TREED STEEP SLOPE BUILDING SETBACK
- PROPOSED LUMINARIES

## SITE DATA:

| LOT SUMMARY | |
|---|---|
| AREAS | |
| PROPOSED PROPERTY | ±66.83 AC |
| LOT 2 - PROPOSED COSTCO DEVELOPMENT | |
| LOT 2 PROPERTY AREA | ±16.33 AC |
| PROPOSED IMPERVIOUS AREA | ±13.82 AC |
| PROPOSED PERVIOUS AREA | ±2.51 AC |
| BUILDING AREA - RETAIL (COSTCO) | ±164,545 S.F. |
| REQUIRED PARKING | 470 STALLS |
| PARKING STALLS PROVIDED | 727 STALLS |
| AUXILIARY PARKING LOT PARKING STALLS (FROM LOT ONE) | 52 STALLS |
| TOTAL PROPOSED PARKING | 779 STALLS |
| A.D.A PARKING REQUIRED / PROPOSED STALLS PROVIDED | 17 A.D.A. STALLS / 17 A.D.A. STALLS |

| PARKING LOT LANDSCAPE CALCULATIONS | |
|---|---|
| INTERNAL PARKING LANDSCAPING REQUIRED IS 10% OF THE TOTAL PARKING AREA | |
| LOT 2 - COSTCO PARKING LOT | % |
| IMPERVIOUS PARKING AREA | 437,800 S.F. |
| LANDSCAPE ISLAND AREA | 44,493 S.F. ( 10.16% ) |

| SITE SUMMARY | |
|---|---|
| OAKRIDGE COMMONS | |
| PROPERTY AREA | ±66.83 AC |
| ZONING | |
| EXISTING ZONING | PLANNED MULTI-USE DEVELOPMENT |
| PROPOSED ZONING | PLANNED MULTI-USE DEVELOPMENT |
| PARKING SETBACKS | |
| ROAD SIDE | 10' |
| INTERIOR SIDE YARD | 5' |
| TREED STEEP SLOPE SETBACK | 50' |
| FROM CENTERLINE OF HWY 41 | 90' |
| BUILDING SETBACKS | |
| CITY OUTLOT | 40' |
| RAILROAD | 50' |
| TREED STEEP SLOPE BUILDING SETBACK | 50' |
| FROM CENTERLINE OF HWY 41 | 150' |
| BUFFERS | |
| TREED STEEP SLOPE BUFFER | 30' |
| DELINEATED WETLANDS | 30' |

| PARKING REQUIREMENTS SUMMARY |
|---|
| HOTEL |
| 1 STALL / ROOM |
| CONFERENCE CENTER |
| 15 STALLS PLUS 1 STALL / 300 S.F. OVER 2,000 S.F. |
| RETAIL |
| 1 STALL / 350 S.F. GUNUAL FLOOR AREA |
| MULTIFAMILY |
| 2 STALLS / 1 DWELLING UNIT |


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**OAK RIDGE COMMONS**
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HWY 41 & PEAVEY ROAD
CHASKA, MN

**SITE PLAN - VIEW 1**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

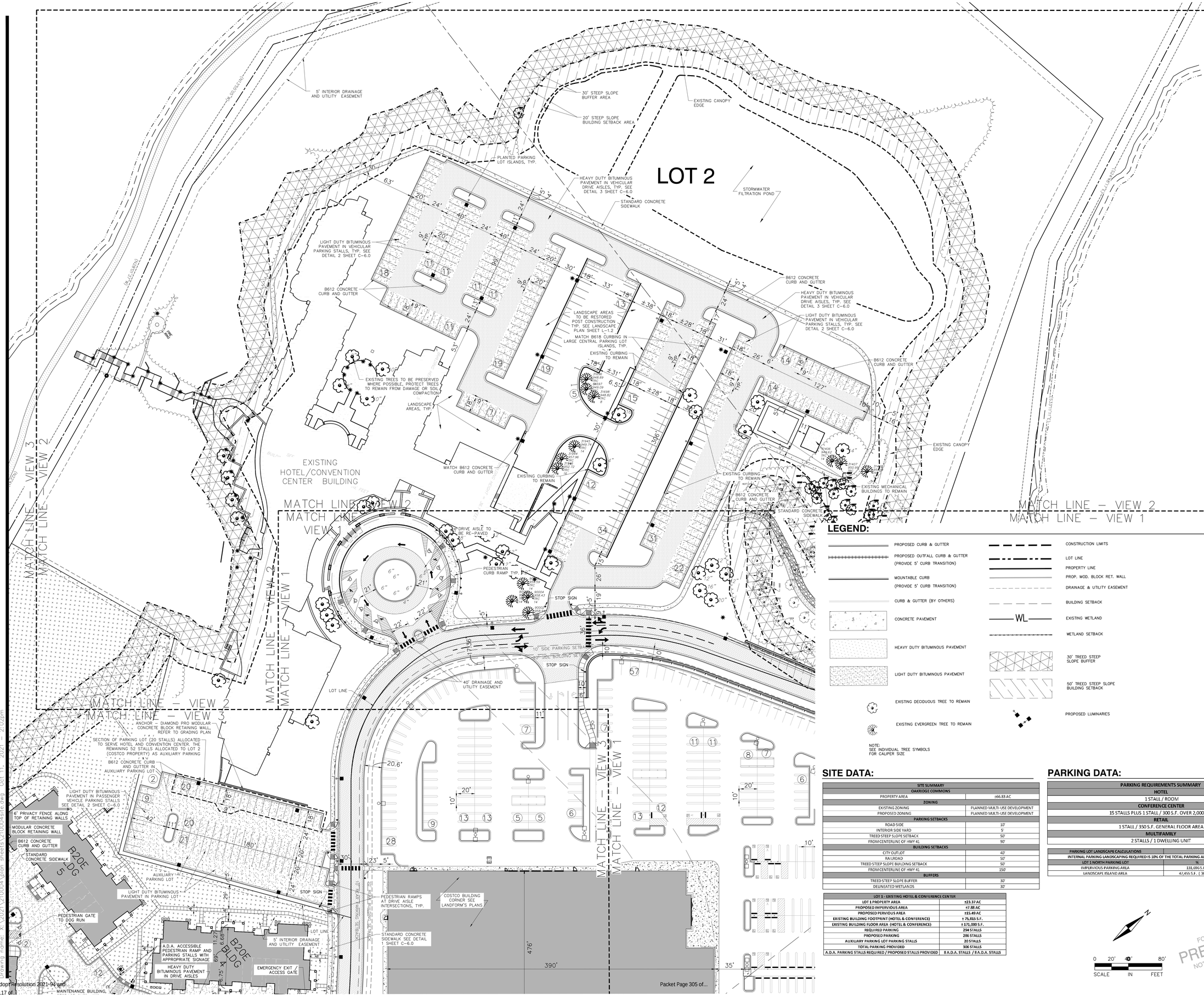
| BY | DATE |
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| DATE | ISSUE |
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| 4–8–21 | PARKING CLARIFICATION |
| 4–30–21 | DEMOLITION REV. |
| 9–7–21 | PUD RESUBMITTAL |
| 9–30–21 | PROGRESS |
| 10–11–21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221–0004

C-3.1

Drawing name: X:\2021\210004\plan sheets\210004site.dwg Oct 11, 2021 – 2:02pm




**LEGEND:**

- PROPOSED CURB & GUTTER
- PROPOSED OUTFALL CURB & GUTTER (PROVIDE 5' CURB TRANSITION)
- MOUNTABLE CURB (PROVIDE 5' CURB TRANSITION)
- CURB & GUTTER (BY OTHERS)
- CONCRETE PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- LIGHT DUTY BITUMINOUS PAVEMENT
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN

NOTE: SEE INDIVIDUAL TREE SYMBOLS FOR CALIPER SIZE

- CONSTRUCTION LIMITS
- LOT LINE
- PROPERTY LINE
- PROP. MOD. BLOCK RET. WALL
- DRAINAGE & UTILITY EASEMENT
- BUILDING SETBACK
- WL — EXISTING WETLAND
- WETLAND SETBACK
- 30' TREED STEEP SLOPE BUFFER
- 50' TREED STEEP SLOPE BUILDING SETBACK
- PROPOSED LUMINARIES

## SITE DATA:

| SITE SUMMARY | |
|---|---|
| **OAKRIDGE COMMONS** | |
| PROPERTY AREA | ±66.83 AC |
| **ZONING** | |
| EXISTING ZONING | PLANNED MULTI-USE DEVELOPMENT |
| PROPOSED ZONING | PLANNED MULTI-USE DEVELOPMENT |
| **PARKING SETBACKS** | |
| ROAD SIDE | 10' |
| INTERIOR SIDE YARD | 5' |
| TREED STEEP SLOPE SETBACK | 50' |
| FROM CENTERLINE OF HWY 41 | 90' |
| **BUILDING SETBACKS** | |
| CITY OUT LOT | 42' |
| RAILROAD | 50' |
| TREED STEEP SLOPE BUILDING SETBACK | 50' |
| FROM CENTERLINE OF HWY 41 | 150' |
| **BUFFERS** | |
| TREED STEEP SLOPE BUFFER | 30' |
| DELINEATED WETLANDS | 30' |

| LOT 1 - EXISTING HOTEL & CONFERENCE CENTER | |
|---|---|
| LOT 1 PROPERTY AREA | ±23.37 AC |
| PROPOSED IMPERVIOUS AREA | ±7.88 AC |
| PROPOSED PERVIOUS AREA | ±15.49 AC |
| EXISTING BUILDING FOOTPRINT (HOTEL & CONFERENCE) | ± 75,815 S.F. |
| EXISTING BUILDING FLOOR AREA (HOTEL & CONFERENCE) | ± 171,000 S.F. |
| REQUIRED PARKING | 294 STALLS |
| PROPOSED PARKING | 286 STALLS |
| AUXILIARY PARKING LOT PARKING STALLS | 20 STALLS |
| TOTAL PARKING PROVIDED | 306 STALLS |
| A.D.A. PARKING STALLS REQUIRED / PROPOSED STALLS PROVIDED | 8 A.D.A. STALLS / 8 A.D.A. STALLS |

## PARKING DATA:

| PARKING REQUIREMENTS SUMMARY |
|---|
| **HOTEL** |
| 1 STALL / ROOM |
| **CONFERENCE CENTER** |
| 15 STALLS PLUS 1 STALL / 300 S.F. OVER 2,000 S.F. |
| **RETAIL** |
| 1 STALL / 350 S.F. GENERAL FLOOR AREA |
| **MULTIFAMILY** |
| 2 STALLS / 1 DWELLING UNIT |

| PARKING LOT LANDSCAPE CALCULATIONS | |
|---|---|
| INTERNAL PARKING LANDSCAPING REQUIRED IS 10% OF THE TOTAL PARKING AREA | |
| LOT 1 NORTH PARKING LOT | % |
| IMPERVIOUS PARKING AREA | 131,695 S.F. |
| LANDSCAPE ISLAND AREA | 47,455 S.F. ( 36.03% ) |

0 20' 40' 80'
SCALE IN FEET

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**OAK RIDGE COMMONS**
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HWY 41 & PEAVEY ROAD
CHASKA, MN

**SITE PLAN - VIEW 2**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

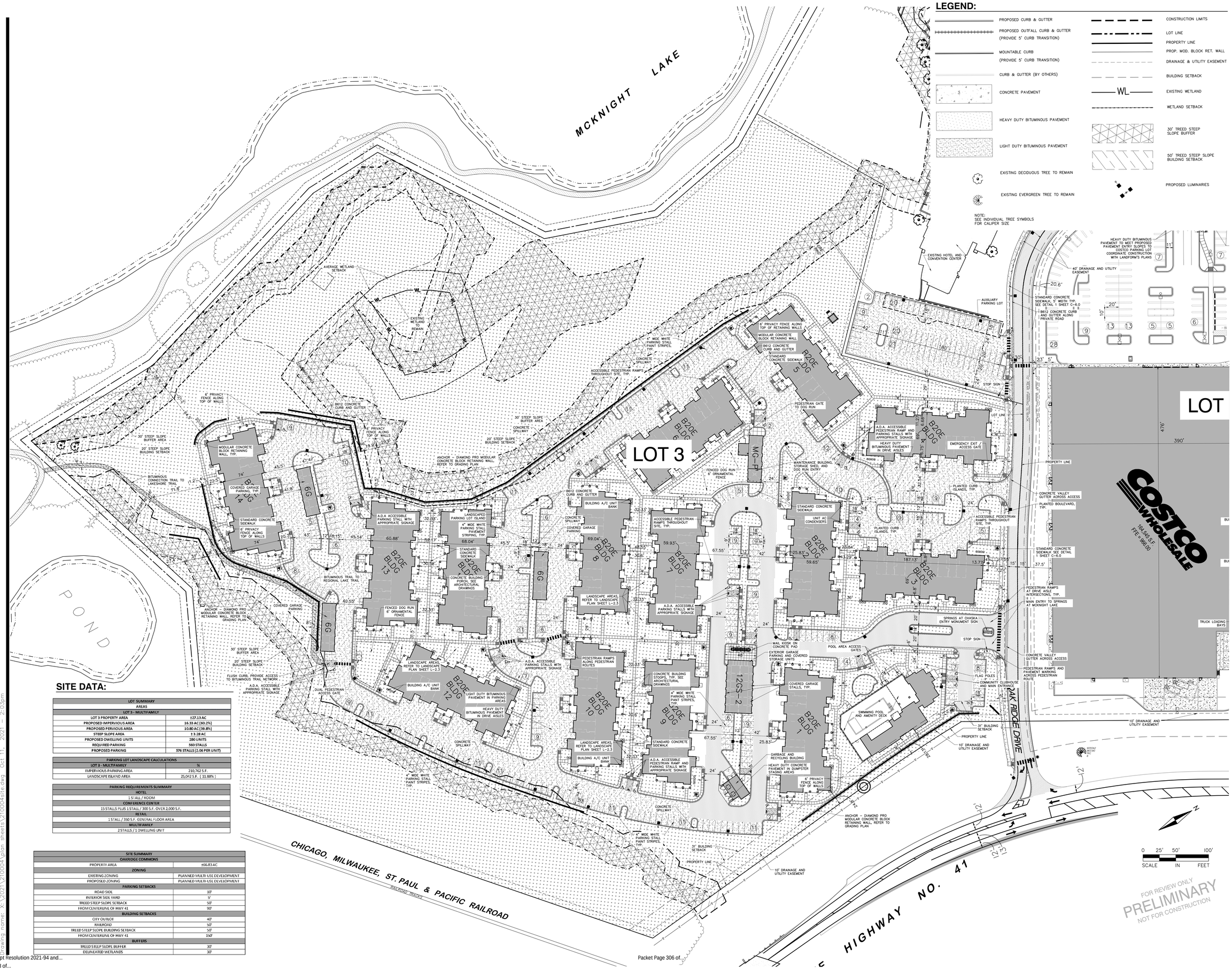
BY DATE

| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

C-3.2




## LEGEND:

- PROPOSED CURB & GUTTER
- PROPOSED OUTFALL CURB & GUTTER (PROVIDE 5' CURB TRANSITION)
- MOUNTABLE CURB (PROVIDE 5' CURB TRANSITION)
- CURB & GUTTER (BY OTHERS)
- CONCRETE PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- LIGHT DUTY BITUMINOUS PAVEMENT
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- CONSTRUCTION LIMITS
- LOT LINE
- PROPERTY LINE
- PROP. MOD. BLOCK RET. WALL
- DRAINAGE & UTILITY EASEMENT
- BUILDING SETBACK
- WL — EXISTING WETLAND
- WETLAND SETBACK
- 30' TREED STEEP SLOPE BUFFER
- 50' TREED STEEP SLOPE BUILDING SETBACK
- PROPOSED LUMINARIES

NOTE:
SEE INDIVIDUAL TREE SYMBOLS FOR CALIPER SIZE

## SITE DATA:

| LOT SUMMARY | |
|---|---|
| AREAS | |
| **LOT 3 - MULTIFAMILY** | |
| LOT 3 PROPERTY AREA | ±27.13 AC |
| PROPOSED IMPERVIOUS AREA | 16.33 AC (60.2%) |
| PROPOSED PERVIOUS AREA | 10.80 AC (39.8%) |
| STEEP SLOPE AREA | ± 3.28 AC |
| PROPOSED DWELLING UNITS | 280 UNITS |
| REQUIRED PARKING | 560 STALLS |
| PROPOSED PARKING | 576 STALLS (2.06 PER UNIT) |

| PARKING LOT LANDSCAPE CALCULATIONS | |
|---|---|
| LOT 3 - MULTIFAMILY | % |
| IMPERVIOUS PARKING AREA | 210,762 S.F. |
| LANDSCAPE ISLAND AREA | 25,042 S.F. ( 11.88% ) |

| PARKING REQUIREMENTS SUMMARY |
|---|
| HOTEL |
| 1 STALL / ROOM |
| CONFERENCE CENTER |
| 15 STALLS PLUS 1 STALL/ 300 S.F. OVER 2,000 S.F. |
| RETAIL |
| 1 STALL / 350 S.F. GENERAL FLOOR AREA |
| MULTIFAMILY |
| 2 STALLS / 1 DWELLING UNIT |

| SITE SUMMARY | |
|---|---|
| OAKRIDGE COMMONS | |
| PROPERTY AREA | ±66.83 AC |
| ZONING | |
| EXISTING ZONING | PLANNED MULTI USE DEVELOPMENT |
| PROPOSED ZONING | PLANNED MULTI USE DEVELOPMENT |
| PARKING SETBACKS | |
| ROAD SIDE | 10' |
| INTERIOR SIDE YARD | 5' |
| TREED STEEP SLOPE SETBACK | 50' |
| FROM CENTERLINE OF HWY 41 | 90' |
| BUILDING SETBACKS | |
| CITY OUTLOT | 40' |
| RAILROAD | 50' |
| TREED STEEP SLOPE BUILDING SETBACK | 50' |
| FROM CENTERLINE OF HWY 41 | 150' |
| BUFFERS | |
| TREED STEEP SLOPE BUFFER | 30' |
| DELINEATED WETLANDS | 30' |


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**SITE PLAN - VIEW 3**

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CLARK WICKLUND, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

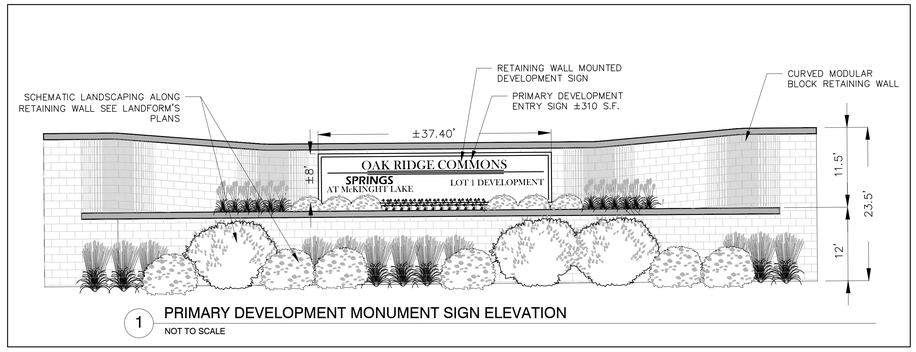
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| 1-18-21 | GRADING PROGRESS |
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| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

PROJECT TEAM DATA
DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

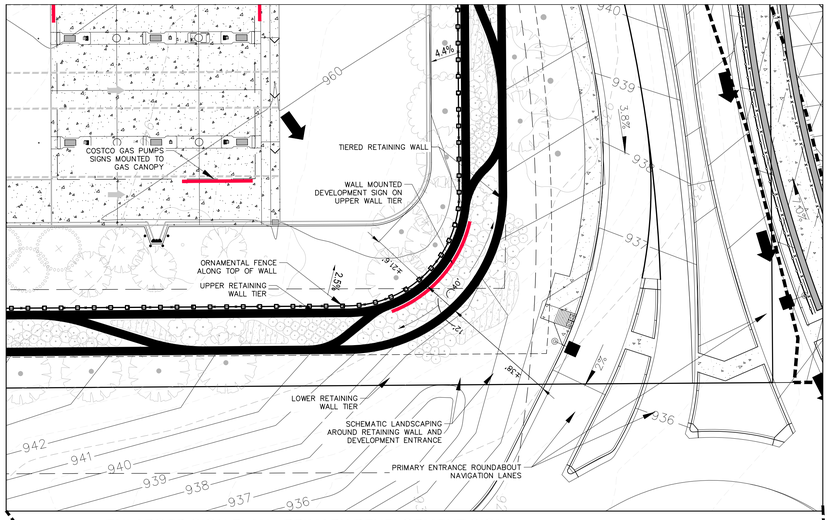
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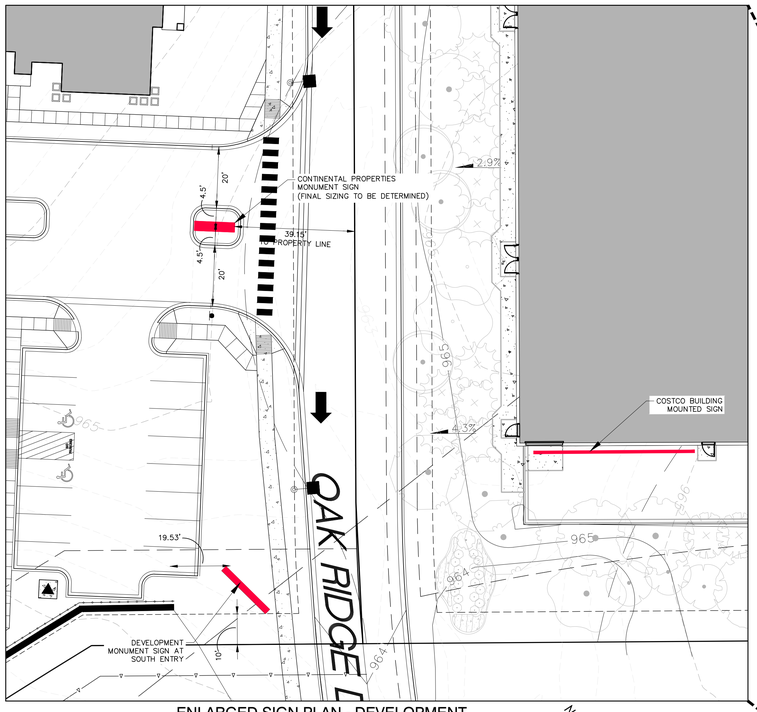

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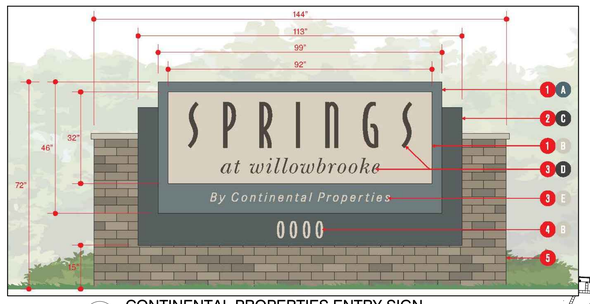

1 PRIMARY DEVELOPMENT MONUMENT SIGN ELEVATION
NOT TO SCALE




2 ENLARGED SIGN PLAN - PRIMARY DEVELOPMENT SIGN
NOT TO SCALE

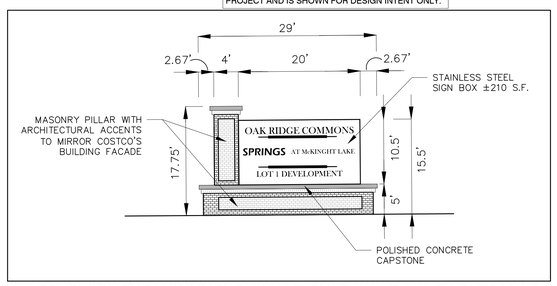



3 ENLARGED SIGN PLAN - DEVELOPMENT MOUNUMENT SIGN LOCATIONS
NOT TO SCALE

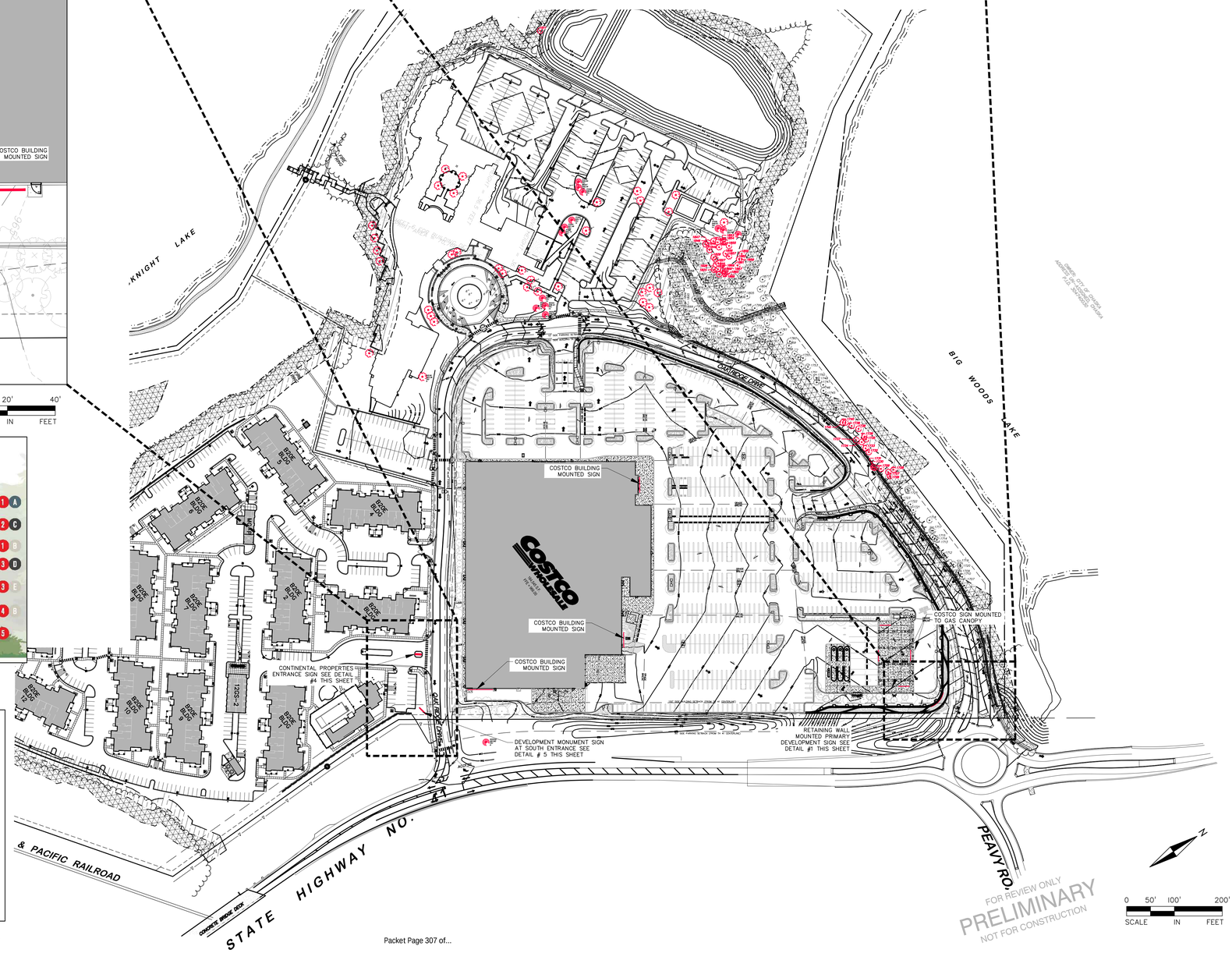



4 CONTINENTAL PROPERTIES ENTRY SIGN
NOT TO SCALE

NOTE:
THIS SIGN IMAGE WAS PRODUCED FOR ANOTHER PROJECT AND IS SHOWN FOR DESIGN INTENT ONLY.




5 DEVELOPMENT MONUMENT SIGN ELEVATION AT SOUTH ENTRANCE
NOT TO SCALE


KNIGHT LAKE
BIG WOODS LAKE
OAKRIDGE DRIVE
OAK RIDGE DRIVE
PEAVY RD.
STATE HIGHWAY NO. 5
& PACIFIC RAILROAD
CONCRETE BRIDGE DECK
COSTCO BUILDING MOUNTED SIGN
COSTCO BUILDING MOUNTED SIGN
COSTCO BUILDING MOUNTED SIGN
COSTCO SIGN MOUNTED TO GAS CANOPY
CONTINENTAL PROPERTIES ENTRANCE SIGN SEE DETAIL #4 THIS SHEET
DEVELOPMENT MONUMENT SIGN AT SOUTH ENTRANCE SEE DETAIL # 5 THIS SHEET
RETAINING WALL MOUNTED PRIMARY DEVELOPMENT SIGN SEE DETAIL #1 THIS SHEET
BLDG 5
BLDG 6
BLDG 7
BLDG 8
BLDG 9
BLDG 10
BLDG 11
BLDG 12
BLDG 13
BLDG 14
BLDG 15
BLDG 16
BLDG 17
BLDG 18
BLDG 19
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HWY 41 & PEAVEY ROAD
CHASKA, MN

**SNOW STORAGE PLAN**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

QUALITY ASSURANCE/CONTROL

| BY | DATE |
|---|---|
| DATE | ISSUE |
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

PROJECT TEAM DATA
DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

C-3.5

Drawing name: K:\2021\210004\plan sheets\210004snowstorage.dwg Oct 11, 2021 - 2:12pm

## LEGEND

- SIDEWALKS / TRAILS CONNECTING TO PUBLIC TRAIL SYSTEM
- INTERNAL SIDEWALKS
- MOWED PATH THROUGH NATIVE GRASSES AND WILDFLOWERS
- EXISTING PUBLIC WALKING TRAILS
- EXISTING PUBLIC MULTI-USE DIRT TRAIL

MCKNIGHT LAKE

BIG WOODS LAKE

POND

OAKRIDGE DRIVE

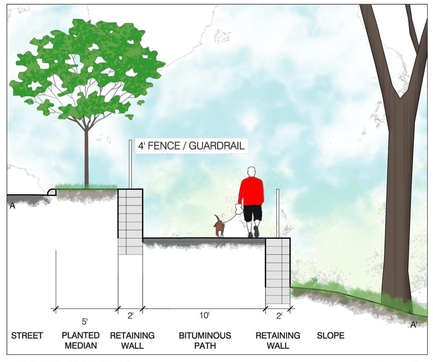
CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD

STATE HIGHWAY NO. 41

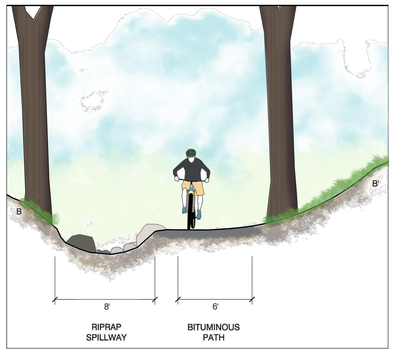
COSTCO WHOLESALE

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

0 40' 80' 160'
SCALE IN FEET




**SECTION A-A'** 1" = 5'




**SECTION B-B'** 1" = 5'


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CHASKA, MN

# PEDESTRIAN CIRCULATION PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

QUALITY ASSURANCE/CONTROL

| BY | DATE |
|---|---|

| DATE | ISSUE |
|---|---|
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| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |
| 10-22-21 | CITY COMMENTS |
| 10-26-21 | CITY COMMENTS |

PROJECT TEAM DATA
DESIGNED: MK
DRAWN: CKS
PROJECT NO: 221-0004

C-3.6

Drawing name: X:\2021\210004\exhibits\Section Exhibits\210004-ebcs.dwg Oct 26, 2021 - 3:29pm




## LEGEND:

PROPOSED OPEN SPACE

## OPEN SPACE CALCULATION:

| AREA | ACREAGE | % |
|---|---|---|
| LOT 3 (GROSS): | 27.17 AC | 100 |
| PROPOSED OPEN SPACE: | 4.29 AC | 15.8% |

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0 40' 80' 160'
SCALE IN FEET

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# OPEN SPACE PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

QUALITY ASSURANCE/CONTROL

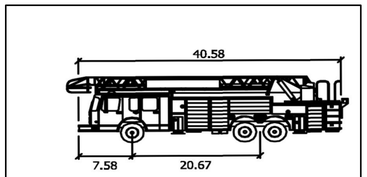
| BY | DATE |
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| DATE | ISSUE |
|---|---|
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| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |
| 10-22-21 | CITY COMMENTS |
| 10-26-21 | CITY COMMENTS |

PROJECT TEAM DATA
DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

C-3.7

Drawing name: X:\2021\210004\plan sheets\210004openspace.dwg Oct 26, 2021 - 3:40pm




**Chaska - Ladder Truck**

| | | |
|---|---|---|
| Width | : | 10.50 |
| Track | : | 7.61 |
| Lock to Lock Time | : | 6.0 |
| Steering Angle | : | 36.0 |

MCKNIGHT LAKE

BIG

POND

OAK RIDGE DRIVE

PEAVY ROAD

STATE HIGHWAY NO. 41

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD

COSTCO WHOLESALE

BLDG 1 — 148,000 SQ. FT.

BLDG 2 — 16,000 SQ. FT.

BLDG 3 — 16,000 SQ. FT.

BLDG 4 — 16,000 SQ. FT.

BLDG 5 — 16,000 SQ. FT.

BLDG 6 — 16,000 SQ. FT.

BLDG 7 — 16,000 SQ. FT.

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BLDG 9 — 16,000 SQ. FT.

BLDG 10 — 16,000 SQ. FT.

BLDG 11 — 16,000 SQ. FT.

BLDG 12 — 16,000 SQ. FT.

BLDG 13 — 16,000 SQ. FT.

BLDG 14 — 16,000 SQ. FT.

60' SIDE BUILDING SETBACK (TYP.)

90' SIDE PARKING SETBACK (FROM 70' R.O.W. CENTERLINE)

ACCESS

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

N

0 40' 80' 160'
SCALE IN FEET

Drawing name: X:\2021\210004\plan sheets\210004FireTruck.dwg Oct 11, 2021 - 2:16pm

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CHASKA, MN

**FIRE TRUCK MOVEMENT PLAN**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

| BY | DATE |
|---|---|

| DATE | ISSUE |
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| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | MK |
| PROJECT NO: | 221-0004 |

C-3.8

## LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- TOP OF WALL ELEVATION / BOTTOM OF WALL ELEVATION
- DIRECTION OF DRAINAGE
- EXISTING CATCH BASINS
- EXISTING STORM SEWER
- PROPOSED CATCH BASINS
- PROPOSED STORM SEWER
- PROPOSED LIMITS OF CONSTRUCTION
- PROPERTY LINE
- PROPOSED MODULAR BLOCK RET. WALL
- INLET PROTECTION
- HEAVY DUTY SILT FENCE

## WETLAND IMPACTS:

EXISTING WETLANDS:

WETLAND #1 = 2,412 SF
WETLAND #2 = 1,383 SF
WETLAND #3 = 12,504 SF

TOTAL = 16,299 SF ON SITE

WETLAND IMPACTS:

WETLAND #1 = 2,412 SF
WETLAND #2 = 1383 SF

TOTAL = 3,794 SF DISTURBED

## GRADING NOTES

1. ALL PAVEMENTS SHALL SLOPE AWAY FROM PROPOSED BUILDINGS AT A MINIMUM GRADE OF 1.5%.
2. ACCESSIBLE PARKING SPACES AND ACCESS AISLE NOT TO EXCEED 2.0% IN ANY DIRECTION.
3. ALL CURB AND GUTTER AT ACCESSIBLE PARKING SPACES TO BE DEPRESSED WITH CURB TAPER, PER DETAIL.
4. THE CONTRACTOR SHALL KEEP THE ADJACENT ROADWAYS FREE OF DEBRIS AND PREVENT THE OFF-SITE TRACKING OF SOIL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY/COUNTY.
5. NOTIFY GOPHER STATE ONE CALL, AT (800)252-1166 OR 811, 48 HOURS PRIOR TO START OF CONSTRUCTION.
6. ALL IMPROVEMENTS TO CONFORM WITH CITY AND COUNTY CONSTRUCTION STANDARDS SPECIFICATION, LATEST EDITION.
7. ROCK CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL CONSTRUCTION ACCESS POINTS.
8. CONTRACTOR TO KEEP A COPY OF THE FINAL DRAINAGE REPORT ON SITE AT ALL TIMES.
9. ADD 900 TO ELEVATIONS SHOWN AS 70.00 TO OBTAIN USGS ELEVATION.
10. CONTRACTOR TO SEED ALL ROUGH GRADED AREAS W/ APPROVED MNDOT TEMPORARY SEED MIX.
11. SURVEYOR TO VERIFY BENCHMARK ELEVATION PRIOR TO START OF CONSTRUCTION.
12. REFER TO GEOTECHNICAL REPORT AND PROJECT MANUAL, FOR SOIL CORRECTION REQUIREMENTS AND TESTING REQUIREMENTS.
13. STRIP TOPSOIL PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE.
14. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
15. BUILDING PERMITS ARE REQUIRED FOR ALL RETAINING WALLS 4 FEET IN HEIGHT OR GREATER. THE WALLS SHALL BE DESIGNED BY A STRUCTURAL ENGINEER WITH DESIGN REVIEWED AND APPROVED BY THE CITY PRIOR TO INSTALLATION. ANY QUESTIONS REGARDING THE BUILDING PERMITS SHALL BE DIRECTED TO THE CITY BUILDING INSPECTOR.

MCKNIGHT LAKE

BIG WOODS LAKE

POND

WETLAND 3

WETLAND 2

WETLAND IMPACT: 1,383 SF

WETLAND 1

WETLAND IMPACT: 2,412 SF

REFER TO LANDFORM / COSTCO DRAWINGS FOR ADDITIONAL INFORMATION

REPAIR EXISTING EROSION, FILL WITH SOIL, PROVIDE SEED AND EROSION CONTROL BLANKET. COORDINATE WITH CITY

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD

STATE HIGHWAY NO. 41

OWNER: CITY OF CHASKA
ADDRESS UNASSIGNED CHASKA
P.I.D. 30474003

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0 40' 80' 160'
SCALE IN FEET


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CHASKA, MN

**OVERALL GRADING PLAN**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

QUALITY ASSURANCE/CONTROL

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PROJECT TEAM DATA
DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

C-4.0

Drawing name: K:\2021\210004\plan sheets\210004grad.dwg Oct 11, 2021 - 2:11pm




## GRADING NOTES

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## LEGEND:

- EXISTING CONTOUR
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- TOP OF WALL ELEVATION
- BOTTOM OF WALL ELEVATION
- DIRECTION OF DRAINAGE
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- PROPOSED CATCH BASINS
- PROPOSED STORM SEWER
- PROPOSED LIMITS OF CONSTRUCTION
- PROPERTY LINE
- PROPOSED MODULAR BLOCK RET. WALL
- INLET PROTECTION
- FILTER LOG

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CHASKA, MN

**GRADING PLAN - VIEW 1**

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Date License No.

**QUALITY ASSURANCE/CONTROL**

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**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | MLS |
| PROJECT NO: | 221-0004 |

C-4.1

Drawing name: X:\2021\210004\plan sheets\210004grad.dwg Oct 11, 2021 - 2:12pm

## GRADING NOTES

1. ALL PAVEMENTS SHALL SLOPE AWAY FROM PROPOSED BUILDINGS AT A MINIMUM GRADE OF 1.5%.
2. ACCESSIBLE PARKING SPACES AND ACCESS AISLE NOT TO EXCEED 2.0% IN ANY DIRECTION.
3. ALL CURB AND GUTTER AT ACCESSIBLE PARKING SPACES TO BE DEPRESSED WITH CURB TAPER, PER DETAIL.
4. THE CONTRACTOR SHALL KEEP THE ADJACENT ROADWAYS FREE OF DEBRIS AND PREVENT THE OFF-SITE TRACKING OF SOIL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY/COUNTY.
5. NOTIFY GOPHER STATE ONE CALL, AT (800)252-1166 OR 811, 48 HOURS PRIOR TO START OF CONSTRUCTION.
6. ALL IMPROVEMENTS TO CONFORM WITH CITY AND COUNTY CONSTRUCTION STANDARDS SPECIFICATION, LATEST EDITION.
7. ROCK CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL CONSTRUCTION ACCESS POINTS.
8. CONTRACTOR TO KEEP A COPY OF THE FINAL DRAINAGE REPORT ON SITE AT ALL TIMES.
9. ADD 900 TO ELEVATIONS SHOWN AS 70.00 TO OBTAIN USGS ELEVATION.
10. CONTRACTOR TO SEED ALL ROUGH GRADED AREAS W/ APPROVED MNDOT TEMPORARY SEED MIX.
11. SURVEYOR TO VERIFY BENCHMARK ELEVATION PRIOR TO START OF CONSTRUCTION.
12. REFER TO GEOTECHNICAL REPORT AND PROJECT MANUAL, FOR SOIL CORRECTION REQUIREMENTS AND TESTING REQUIREMENTS.
13. STRIP TOPSOIL PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE.
14. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
15. BUILDING PERMITS ARE REQUIRED FOR ALL RETAINING WALLS 4 FEET IN HEIGHT OR GREATER. THE WALLS SHALL BE DESIGNED BY A STRUCTURAL ENGINEER WITH DESIGN REVIEWED AND APPROVED BY THE CITY PRIOR TO INSTALLATION. ANY QUESTIONS REGARDING THE BUILDING PERMITS SHALL BE DIRECTED TO THE CITY BUILDING INSPECTOR.

## LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- TOP OF WALL ELEVATION / BOTTOM OF WALL ELEVATION
- DIRECTION OF DRAINAGE
- EXISTING CATCH BASINS
- EXISTING STORM SEWER
- PROPOSED CATCH BASINS
- PROPOSED STORM SEWER
- PROPOSED LIMITS OF CONSTRUCTION
- PROPERTY LINE
- PROPOSED MODULAR BLOCK RET. WALL
- INLET PROTECTION
- FILTER LOG

0 20' 40' 80'
SCALE IN FEET

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION


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733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com


**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

**GRADING PLAN - VIEW 2**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

| BY | DATE |
|---|---|

| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | MLS |
| PROJECT NO: | 221-0004 |

C-4.2

Drawing name: X:\2021\210004\plan sheets\210004grad.dwg Oct 11, 2021 - 2:12pm


MCKNIGHT LAKE
WETLAND 3
WETLAND
WETLAND IMPACT: 1,383 SF
CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD
REPAIR EXISTING EROSION. FILL WITH SOIL, PROVIDE SEED AND EROSION CONTROL BLANKET. COORDINATE WITH CITY
MATCH LINE - VIEW 2
MATCH LINE - VIEW 4
FFE: 959.00 GFE: 958.67
FFE: 958.40
FFE: 964.00 GFE: 963.67
FFE: 965.00 GFE: 964.67
FFE: 963.00
FFE: 965.00 GFE: 964.67
FFE: 967.50 GFE: 967.17
FFE: 968.50 GFE: 968.16
FFE: 967.00 GFE: 966.67
FFE: 967.00 GFE: 966.67
FFE: 967.00 GFE: 966.67
FFE: 966.00 GFE: 965.67
FFE: 966.50 GFE: 966.16
FFE: 967.00 GFE: 966.67
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## LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- TOP OF WALL ELEVATION
- BOTTOM OF WALL ELEVATION
- DIRECTION OF DRAINAGE
- EXISTING CATCH BASINS
- EXISTING STORM SEWER
- PROPOSED CATCH BASINS
- PROPOSED STORM SEWER
- PROPOSED LIMITS OF CONSTRUCTION
- PROPERTY LINE
- INLET PROTECTION
- HEAVY DUTY SILT FENCE

## WETLAND IMPACTS:

EXISTING WETLANDS:

WETLAND #1 = 2,412 SF
WETLAND #2 = 1,383 SF
WETLAND #3 = 12,504 SF

TOTAL = 16,299 SF ON SITE

WETLAND IMPACTS:

WETLAND #1 = 2,412 SF
WETLAND #2 = 1383 SF

TOTAL = 3,794 SF DISTURBED

## GRADING NOTES

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HWY 41 & PEAVEY ROAD
CHASKA, MN

**OVERALL GRADING PLAN**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

BY DATE

| DATE | ISSUE |
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**PROJECT TEAM DATA**

DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

C-4.0

Drawing name: X:\2021\210004\exhibits\EOF EXHIBIT\210004grad - EOF Exhibit.dwg Oct 11, 2021 - 2:13pm




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CHASKA, MN

# OVERALL STORMWATER POLLUTION PREVENTION PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

| BY | DATE |
|---|---|

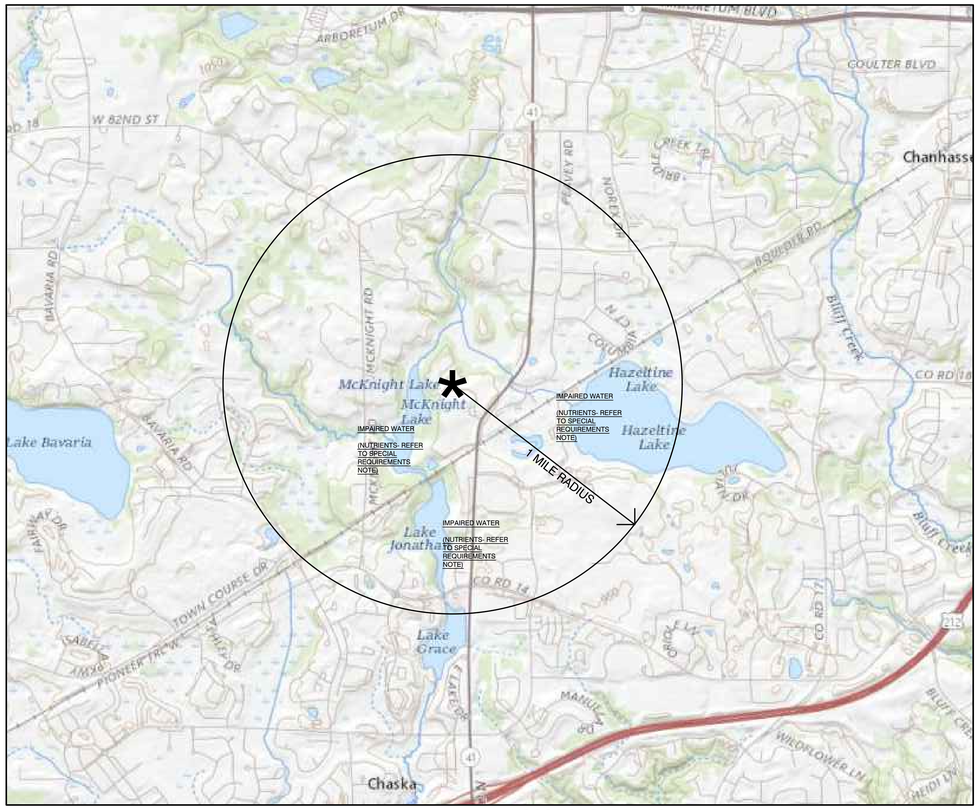
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| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | MLS |
| PROJECT NO: | 221-0004 |

C-5.0

Drawing name: X:\2021\210004\plan sheets\210004swppp.dwg Oct 11, 2021 - 2:14pm




USGS TOPOGRAPHICAL MAP

NOT TO SCALE




WEB SOIL SURVEY MAP

NOT TO SCALE

N

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|---|---|---|---|
| GL | Glencoe clay loam, 0 to 1 percent slopes | 9.1 | 3.7% |
| HM | Hamel loam, 0 to 2 percent slopes | 12.1 | 4.9% |
| KB | Kilkenny-Lester loams, 2 to 6 percent slopes | 45.8 | 18.6% |
| KB2 | Lester-Kilkenny loams, 2 to 6 percent slopes, eroded | 0.5 | 0.2% |
| KC | Lester-Kilkenny loams, 6 to 12 percent slopes | 11.0 | 4.5% |
| KC2 | Lester-Kilkenny complex, 6 to 10 percent slopes, moderately eroded | 40.6 | 16.5% |
| KD | Lester-Kilkenny loams, 12 to 18 percent slopes | 10.1 | 4.1% |
| KD2 | Lester-Kilkenny complex, 10 to 16 percent slopes, moderately eroded | 20.4 | 8.3% |
| KE2 | Lester-Kilkenny complex, 16 to 22 percent slopes | 11.2 | 4.6% |
| KF | Lester-Kilkenny complex, 22 to 40 percent slopes | 30.3 | 12.3% |
| KM | Minneiska-Kalmarville complex, frequently flooded | 19.3 | 7.8% |
| MK | Muskego and Houghton soils, 0 to 1 percent slopes | 10.1 | 4.1% |
| PM | Klossner muck, 0 to 1 percent slopes | 8.3 | 3.4% |
| TB | Terril loam, 2 to 6 percent slopes | 10.9 | 4.5% |
| TC | Terril loam, 6 to 12 percent slopes | 5.1 | 2.1% |
| W | Water | 0.9 | 0.4% |
| **Totals for Area of Interest** | | **245.6** | **100.0%** |

WEB SOIL SURVEY LEGEND

## IMPAIRED WATER SPECIAL REQUIREMENT:

MCKNIGHT LAKE, HAZELTINE LAKE, AND LAKE JONATHAN ARE CLASSIFIED AS AN IMPAIRED WATER. THUS, THE FOLLOWING REQUIREMENTS APPLY FOR THIS PROJECT:

23.G:
PERMITTEES MUST IMMEDIATELY INITIATE STABILIZATION OF EXPOSED SOIL AREAS, AS DESCRIBED IN ITEM B.4, AND COMPLETE THE STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE TEMPORARILY OR PERMANENTLY CEASES.

23.I.D:
PERMITTEES MUST PROVIDE A TEMPORARY SEDIMENT BASIN AS DESCRIBED IN SECTION 14 FOR COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH FIVE (5) OR MORE ACRES DISTURBED AT ONE TIME.

ALSO, A MANDATORY STORMWATER POLLUTION PREVENTION PLAN (SWPPP) REVIEW IS REQUIRED BY THE MPCA IF THE PROJECT WILL DISTURB OVER 50 ACRES AND HAS A DISCHARGE POINT ON THE PROJECT WITHIN 1 MILE (AERIAL RADIUS MEASUREMENT) OF, AND FLOWS TO THE IMPAIRED WATER. OWNERS MUST SUBMIT THE APPLICATION FOR COVERAGE AND THE SWPPP AT LEAST 30 DAYS BEFORE THE CONSTRUCTION START DATE. THE SWPPP CAN BE ATTACHED ELECTRONICALLY WHEN USING THE ONLINE APPLICATION.

## DISTURBED AREA/ IMPERVIOUS SUMMARY:

| | |
|---|---|
| DISTURBED AREA | 43.86 AC |
| EXISTING IMPERVIOUS | 6.89 AC |
| PROPOSED IMPERVIOUS | 33.05 AC |
| NET CHANGE IMPERVIOUS | ±26.16 AC |

## SWPPP BMP QUANTITIES (PER PLAN):

| | | |
|---|---|---|
| HEAVY DUTY SILT FENCE | 7,575 | LF |
| INLET PROTECTION | 110 | EA |
| ROCK CONSTRUCTION ENTRANCE | 2 | EA |

## WORK IN WATERS RESTRICTIONS:

NONE

## OVERALL PROJECT DESCRIPTION:

EXPANSION OF OAK RIDGE COMMONS INCLUDING THE CONSTRUCTION OF A NEW COSTCO, ASSOCIATED PARKING LOT AND LOADING DOCK AREAS, LOOP ROAD (OAK RIDGE DRIVE) AND 14 MULTIFAMILY BUILDINGS AS PART OF A RESIDENTIAL DEVELOPMENT.

## ACTIVE SWPPP LEGEND

| CONSTRUCTION SEQUENCE | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MULCH BERM | | | | | | | | | | | | | |
| FIBER ROLLS / MULCH SOCKS | | | | | | | | | | | | | |
| SILT FENCE | | | | | | | | | | | | | |
| TEMPORARY MULCH COVER | | | | | | | | | | | | | |
| TEMPORARY HYDROMULCH | | | | | | | | | | | | | |
| EROSION CONTROL BLANKET | | | | | | | | | | | | | |
| ROCK DRIVEWAY / ROCK PADS | | | | | | | | | | | | | |
| INLET PROTECTION DEVICES | | | | | | | | | | | | | |
| PAVEMENT (DRIVEWAY/ROADS) | | | | | | | | | | | | | |
| SOD | | | | | | | | | | | | | |
| STOCKPILES | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

NOTE: CONTRACTOR, GENERAL CONTRACTOR OR SWPPP INSPECTOR TO COMPLETE TABLE AS GRADING PROGRESSES

## EROSION CONTROL RESPONSIBLE PARTIES:


OWNER REPRESENTATIVE:
WILLY BOULAY
LS BLACK DEVELOPMENT
1959 SLOAN PL SUITE 100
ST PAUL, MN 55117
EM: WBOULAY@LSBLACK.COM

SWPPP INSPECTION:
TBD

ENGINEER:
CLARK WICKLUND, PE
ALLIANT ENGINEERING, INC.
733 S MARQUETTE AVE UNIT 700
MINNEAPOLIS, MN 55402
CWICKLUND@ALLIANT-INC.COM
PH 612-758-3080

CONTRACTOR:


## PERMANENT BMP DESCRIPTION:

THE RUNOFF GENERATED FROM THE ADDITIONAL IMPERVIOUS SURFACING INCLUDED IN THE PROPOSED CONDITIONS WILL BE TREATED BY TWO SEPARATE IRON-ENHANCED SAND FILTER BMPs. SPECIFIC ROCK LAYERS WITHIN THE SECTION ARE REQUIRED PER THE CARVER COUNTY WATERSHED MANAGEMENT ORGANIZATION, AND INCLUDE A DRAINTILE SECTION BELOW THE IRON-SAND MEDIA FILTER WITHIN SHEET C-6.3 FOR THE COMMO DETAIL WHICH INCLUDES THE VOLUME CONTROL REQUIREMENTS AND CALCULATIONS.

## SWPPP BMP'S

SEDIMENT BARRIERS
1. SILT FENCE (MnDOT 3886)
2. CURB LOG
3. ROCK WEEPER
4. SEDIMENT LOGS

INLET PROTECTION DEVICES
1. WIMCO (MnDOT TYPE A & C)
2. INFRASAFE STORM DRAIN/CULVERT

ANTI-TRACKING CONTROL
1. 2" CRUSHED CLEAR, CLEAN ROCK (LAND DEVELOPMENT)

GRADING ACTIVITY
1. CONCRETE WASHOUT IS DONE TRUCK BY TRUCK WITH A MOBILE WASHOUT SYSTEM PROVIDED AND COMPLETED BY THE CONCRETE CONTRACTOR.

TEMPORARY SEED MIX
1. MN STATE SEED MIX 21-112 (WINTER WHEAT COVER CROP)
2. MN STATE SEED MIX 22-111 (OATS COVER CROP)

PERMANENT SEED MIX/STABILIZATION
1. MN STATE SEED MIX 25-151 (RESIDENTIAL TURF)
2. SOD

STABILIZATION BMP'S
1. EROSION CONTROL BLANKET MnDOT CATEGORY 3

Know what's below. Call before you dig. Dial 811

## PERTINENT PERMITS:

## EROSION CONTROL GENERAL NOTES:

1. NO LAND DISTURBING ACTIVITY SHALL OCCUR UNTIL A GRADING PERMIT HAS BEEN ISSUED FROM THE CITY OF CHASKA.
2. BEST MANAGEMENT PRACTICES (BMP'S) REFER TO EROSION AND SEDIMENT CONTROL PRACTICES DEFINED BY THE MPCA PROTECTING WATER QUALITY IN URBAN AREAS AND THE MINNESOTA CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PLANNING HANDBOOK.
3. ALL BMP'S SELECTED SHALL BE APPROPRIATE FOR THE TIME OF YEAR, SITE CONDITIONS, AND ESTIMATED DURATION OF USE.
4. ALL WORK AND MATERIALS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLANS. ANY DEVIATION FROM THE APPROVED PLANS SHALL REQUIRE PRIOR WRITTEN APPROVAL FROM THE ENGINEER OF RECORD.
5. A COPY OF THESE PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
6. THE BOUNDARIES OF THE LAND DISTURBANCE LIMITS SHOWN ON THE PLANS SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION. NO DISTURBANCE ALLOWED BEYOND THE DISTURBED LIMITS.
7. WHEREVER POSSIBLE, PRESERVE THE EXISTING TREES, GRASS, AND OTHER VEGETATIVE COVER TO HELP FILTER RUNOFF.
8. ESTABLISH A PERMANENT VEGETATIVE COVER ON ALL EXPOSED SOILS WHERE LAND IS COMING OUT OF AGRICULTURAL PRODUCTION. PLANT AS SOON AS POSSIBLE TO ESTABLISH DENSE GRASS FILTER PRIOR TO CONSTRUCTION AND TO MINIMIZE WEED GROWTH.
9. ALL TREES NOT LISTED FOR REMOVAL SHALL BE PROTECTED. DO NOT OPERATE EQUIPMENT WITHIN THE DRIPLINE, ROOT ZONES OR WITHIN TREE PROTECTION FENCE AREAS.
10. ALL EROSION AND SEDIMENT CONTROL FACILITIES (BMPs) SHALL BE INSTALLED AND IN OPERATION PRIOR TO LAND DISTURBANCE ACTIVITIES AND THEY SHALL BE SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR EROSION HAS PASSED.
11. SILT FENCE IS REQUIRED AT DOWN GRADIENT PERIMETER OF DISTURBED AREAS AND STOCKPILES. PROTECT ADJACENT WATERBODIES AND ADJACENT PROPERTIES FROM SEDIMENTATION AND STORM WATER RUNOFF.
12. THE BMP'S SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND UNEXPECTED OR SEASONAL CONDITIONS OCCUR, THE PERMITTEE/CONTRACTOR SHALL ANTICIPATE THAT MORE BMP'S WILL BE NECESSARY TO ENSURE EROSION AND SEDIMENT CONTROL ON THE SITE. DURING THE COURSE OF CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE PERMITTEE/CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION ACTIVITIES AND TO PROVIDE ADDITIONAL BMP'S AS NECESSARY TO KEEP BMP'S OVER AND ABOVE THE MINIMUM REQUIREMENTS SHOWN ON THE PLANS, AS MAY BE NEEDED TO PROVIDE EFFECTIVE PROTECTION OF WATER AND SOIL RESOURCES.
13. THE BMP'S SHALL BE INSPECTED DAILY BY THE PERMITTEE/CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING. SILT FENCES SHALL BE CLEANED OR REPLACED AT SEDIMENT BUILDUP OF 1/3 OF THE FENCE HEIGHT.
14. LAND DISTURBING ACTIVITIES SHALL OCCUR IN INCREMENTS OF WORKABLE SIZE SUCH THAT ADEQUATE BMP CONTROL CAN BE PROVIDED THROUGHOUT THE CONSTRUCTION PERIOD. AREAS CONSTRUCTED TO FINAL GRADE SHALL NOT BE EXPOSED FOR LONGER THAN DESCRIBED IN THE SWPPP. AREAS THAT ARE EXPOSED OR OTHERWISE DISTURBED AT ANY ONE TIME.
15. OPERATE TRACK EQUIPMENT (DOZER) UP AND DOWN EXPOSED SOIL SLOPES ON FINAL PASS, LEAVING TRACK GROOVES PERPENDICULAR TO THE SLOPE. DO NOT BACK-BLADE. LEAVE A SURFACE ROUGH TO MINIMIZE EROSION.
16. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE STABILIZED FROM EROSION WITHIN 7 DAYS OF SUBSTANTIAL COMPLETION OF GRADING IN THAT AREA. TEMPORARY SEED AND MULCH SHALL COVER ALL EXPOSED SOILS IF GRADING COMPLETION IS DELAYED FOR LONGER THAN 7 DAYS. PERMANENT SEED AND MULCH OR SOD IS REQUIRED WITHIN 3 DAYS OF COMPLETION OF FINAL GRADING.
17. GENERAL TEMPORARY SEED SHALL BE MN STATE SEED MIX 21-112 @ 40 LBS. PER ACRE OR APPROVED EQUAL. PERMANENT SEED SHALL BE MN STATE SEED MIX 25-151 @ 120 LBS. PER ACRE OR APPROVED EQUAL. SEEDING DATES PER MNDOT SEED MIX MANUAL. MULCH SHALL BE MNDOT TYPE 1 (CLEAN OAT STRAW) @ 2 TONS PER ACRE AND DISK ANCHORED IN PLACE OR APPROVED EQUAL. FERTILIZER SHALL BE 10-10-10 NPK PER ACRE (UNLESS IF RESTRICTIONS APPLY) AND INCORPORATED INTO THE SEED BED.
18. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
19. ALL CONSTRUCTION SITE WASTE SUCH AS DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, LITTER, AND SANITARY WASTE MUST BE PROPERLY MANAGED AND COMPLY WITH THE MPCA AND CITY OF CHASKA RULES AND REQUIREMENTS.

## DEWATERING:

1. IF UTILITY INSTALLATION WORK ENCOUNTERS GROUNDWATER, THE CONTRACTOR SHALL PROVIDE A PLAN TO THE CITY AND PROJECT ENGINEER FOR REVIEW. THE PLAN MUST BE SUBMITTED TO THE CITY FOR APPROVAL AT LEAST 10 DAYS PRIOR TO DISCHARGING OR RECEIVING WATERS. THE PLAN AT MINIMUM SHALL INCLUDING A DEWATERING SYSTEM, WATER ROUTING, STORAGE, AND DISCHARGE LOCATION. THE DEWATERING PLAN MUST ENSURE THAT DISCHARGE WATER IS FREE OF SEDIMENT AND TURBID WATER IN ACCORDANCE WITH STATE AND LOCAL PERMIT REQUIREMENTS.
2. IF ANY TEMPORARY DEWATERING IS REQUIRED CONTRACTOR SHALL DISPOSE OF STORMWATER OR GROUND WATER BY USE OF PUMPS AND HOSES TO ACCEPTABLE DISCHARGE POINTS APPROVED BY THE CITY AND PROJECT ENGINEER.
3. ANY ACCUMULATED SEDIMENT ALONG EXISTING CURB AND GUTTER THAT HAS COLLECTED AS A RESULT OF DISCHARGING DEWATERING HOSES SHALL BE IMMEDIATELY REMOVED AND PROPERLY DISPOSED OF AFTER EACH DISCHARGING EVENT.

## FILTRATION BMP NOTES:

1. INSTALLATION OF INFILTRATION/FILTRATION PRACTICES SHALL BE DONE DURING PERIODS OF DRY WEATHER AND COMPLETED BEFORE A RAINFALL EVENT. PLACEMENT OF ENGINEERED SOILS SHALL BE ON DRY NON-FROZEN SOIL ONLY.
2. EXCAVATION OF INFILTRATION AREAS SHALL BE COMPLETED USING A BACKHOE WITH A TOOTHED BUCKET.
3. THE BOTTOM EXCAVATION SURFACE OF INFILTRATION AREAS SHALL BE LEVEL WITHOUT DIPS OR SWALES.
4. DURING CONSTRUCTION, STORM WATER MUST BE ROUTED AROUND INFILTRATION AREAS UNTIL ALL CONSTRUCTION ACTIVITY HAS CEASED AND TRIBUTARY SURFACES ARE CLEANED OF SEDIMENT.
5. ENGINEERED SOIL SHALL REMAIN UNCONTAMINATED (NOT MIXED WITH OTHER SOIL) BEFORE AND DURING INSTALLATION.

## EROSION CONTROL SCHEDULE:

1. PRIOR TO ANY CONSTRUCTION OR DEMOLITION, SILT FENCE AND FILTERS SHALL BE INSTALLED AS SHOWN TO INTERCEPT RUNOFF.
2. CONTRACTOR SHALL INSTALL EROSION CONTROL DEVICES AS INDICATED ON THIS EROSION CONTROL PLAN AND ANY ADDITIONAL MEASURES REQUIRED BASED ON MEANS, METHODS AND SEQUENCES OF CONSTRUCTION.
3. ALL EROSION CONTROL INSTALLATIONS SHALL REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION BY THE CONTRACTOR UNTIL THE SITE HAS BEEN RE-VEGETATED. CONTRACTOR MAY REMOVE NECESSARY SILT FENCING/FILTERS TO CONSTRUCT PERMANENT ROADWAYS, WHILE MAINTAINING EROSION CONTROL IN ADJACENT AREAS.
4. SUFFICIENT TOPSOIL SHALL BE STOCKPILED TO ALLOW FOR THE REPLACEMENT OF 6" OF TOPSOIL FOR DISTURBED AREAS TO BE RE-VEGETATED.
5. SOIL COMPACTION SHALL BE MINIMIZED IN PROPOSED PERVIOUS AREAS ONSITE AND AVOID ALTOGETHER IN PROPOSED INFILTRATION BASINS. SOIL SURFACES IN PROPOSED PERVIOUS AREAS COMPACTED DURING CONSTRUCTION SHALL BE DECOMPACTED THROUGH SOIL AMENDMENT OR DEEP RIPPING TO AN 18" DEPTH.
6. THE CONTRACTOR SHALL SCHEDULE SITE GRADING, UTILITY INSTALLATION AND PAVEMENT CONSTRUCTION SO THAT THE GENERAL SITE CAN BE MULCHED AND RE-SEEDED SOON AFTER DISTURBANCE. AREAS THAT WILL NOT BE SUBJECT TO CONSTRUCTION TRAFFIC SHALL BE SEEDED (MN STATE SEED MIX 22-112 @ 40 LBS/AC AND MULCHED OR SODDED WITHIN SEVEN (7) DAYS OF BEING DISTURBED.

## SEDIMENT CONTROL PRACTICES

1. THE CONTRACTOR MUST EMPLOY SEDIMENT CONTROL PRACTICES AS NECESSARY TO MINIMIZE SEDIMENT FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM SEWER INLETS.
   a. TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS THAT ARE DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM (E.G. DITCHES WITH ROCK-CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS.
   b. IF THE DOWN GRADIENT SEDIMENT CONTROLS ARE OVERLOADED (BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS), THE CONTRACTOR MUST INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPS TO ELIMINATE THE OVERLOADING, AND THE SWPPP MUST BE AMENDED TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN PART III.B.1.-3.
2. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS AND BE LOCATED UPGRADIENT OF ANY BUFFER ZONES. THE PERIMETER SEDIMENT CONTROL PRACTICE MUST BE IN PLACE BEFORE ANY UPGRADIENT LAND DISTURBING ACTIVITIES BEGIN. THESE PRACTICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED IN ACCORDANCE WITH PART IV.G. A FLOATING SILT CURTAIN PLACED IN THE WATER IS NOT A SEDIMENT CONTROL BMP TO SATISFY PERIMETER CONTROL REQUIREMENTS IN THIS PART EXCEPT WHEN WORKING ON A SHORELINE AND BELOW THE WATERLINE. IN THOSE CASES, A FLOATING SILT CURTAIN CAN BE USED AS A PERIMETER CONTROL PRACTICE. WHERE A FLOATING SILT CURTAIN IS INSTALLED AS CLOSE TO PARALLEL AS POSSIBLE MANY FEET (OR AT LEAST TWICE THE SHORT-TERM CONSTRUCTION ACTIVITY (E.G. INSTALLATION OF RIP RAP ALONG THE SHORELINE) IN THAT AREA IS COMPLETE, AN UPLAND PERIMETER CONTROL PRACTICE MUST BE INSTALLED IF EXPOSED SOILS STILL DRAIN TO THE SURFACE WATER.
3. THE CONTRACTOR SHALL INSTALL ALL SEDIMENT CONTROL PRACTICES THAT HAVE BEEN ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY HAS BEEN COMPLETED. THE CONTRACTOR SHALL COMPLETE ANY SHORT-TERM ACTIVITY THAT REQUIRES REMOVAL OF SEDIMENT CONTROL PRACTICES AS QUICKLY AS POSSIBLE. THE CONTRACTOR MUST RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.
4. ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL UPGRADIENT LAND DISTURBANCE IS COMPLETED AND THE INLET HAVE BEEN STABILIZED. INLET PROTECTION MAY BE REMOVED FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (STREET FLOODING/FREEZING) HAS BEEN IDENTIFIED BY THE CONTRACTOR OR THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/MN DEPARTMENT OF TRANSPORTATION ENGINEER). THE CONTRACTOR MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP.
5. TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN ANY SURFACE WATERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
6. WHERE VEHICLE TRAFFIC LEAVES ANY PART OF THE SITE (OR ONTO PAVED ROADS WITHIN THE SITE):
   a. THE CONTRACTOR MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE. EXAMPLES OF VEHICLE TRACKING BMPS INCLUDE STONE PADS OVER GEOTEXTILE FABRIC, MUD MATS, SLASH MULCH, CONCRETE OR STEEL WASH RACKS, OR EQUIVALENT SYSTEMS.
   b. THE CONTRACTOR MUST USE STREET SWEEPING IF SUCH VEHICLE TRACKING BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO THE STREET (SEE PART IV.E.5.D.).
7. THE CONTRACTOR MUST INSTALL TEMPORARY SEDIMENTATION BASINS AS REQUIRED IN PART III.C. OF THIS PERMIT.
8. THE CONTRACTOR MUST MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL. MINIMIZING SOIL COMPACTION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA OF THE SITE DICTATES THAT IT BE COMPACTED.
9. THE CONTRACTOR MUST PRESERVE A 50 FOOT NATURAL BUFFER OR (IF A BUFFER IS INFEASIBLE) ANOTHER SEDIMENT CONTROL BMP IMMEDIATELY ADJACENT TO WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCE. ALL STORMWATER FLOWS TO THE SURFACE WATER, NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. THE CONTRACTOR IS/ARE NOT REQUIRED TO ENHANCE THE QUALITY OF THE VEGETATION THAT ALREADY EXISTS IN THE BUFFER OR PROVIDE VEGETATION IF NONE EXIST. HOWEVER, CONTRACTOR CAN IMPROVE THE NATURAL BUFFER WITH VEGETATION.
10. IF THE CONTRACTOR INTEND TO USE POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS ON THE PROJECT SITE, THE CONTRACTOR MUST COMPLY WITH THE FOLLOWING MINIMUM REQUIREMENTS:
   a. THE CONTRACTOR MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION TO ENSURE EFFECTIVE TREATMENT. CHEMICALS MAY ONLY BE ADDED WHERE THE TREATED STORMWATER IS DIRECTED TO A SEDIMENT CONTROL SYSTEM WHICH ALLOWS FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE.
   b. CHEMICALS MUST BE SELECTED THAT ARE APPROPRIATELY SUITED TO THE TYPES OF SOILS LIKELY TO BE EXPOSED DURING CONSTRUCTION, AND TO THE EXPECTED TURBIDITY, PH, AND FLOW RATE OF STORMWATER FLOWING INTO THE CHEMICAL TREATMENT SYSTEM OR AREA.
   c. CHEMICALS MUST BE USED IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, AND WITH DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURER OR PROVIDER/SUPPLIER OF THE APPLICABLE CHEMICALS.

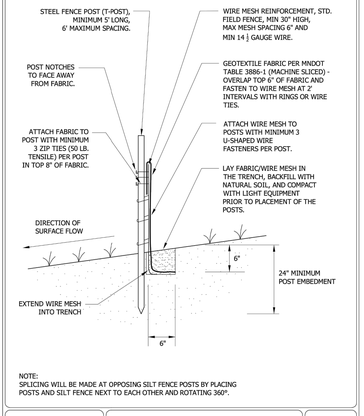
## WINTER STABLIZATION:

GRADING CONTRACTOR REQUIREMENTS IN THE CASE WHERE THE ONSET OF WINTER DOES NOT ALLOW FOR COMPLETION OF MASS GRADING AND FINAL SOIL STABILIZATION IN THE FALL:

1. MASS GRADING ACTIVITIES SHALL BE PLANNED AND PHASED IN A MANNER TO AVOID ANY UNNECESSARY SOIL DISTURBANCE PRIOR TO WINTER SHUT DOWN.
2. ALL FINAL GRADED AREAS SHALL BE STABILIZED PERMANENTLY BY GRADING CONTRACTOR WITH SEEDING, MULCHING, BLANKET, ETC. IN ACCORDANCE WITH PLANS PRIOR TO CONTRACTOR LEAVING THE SITE AT WINTER SHUT DOWN.
3. THE GRADING CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL TEMPORARY OR INCOMPLETE GRADING AREAS INCLUDING ALL STOCKPILES ARE STABILIZED WITH TEMPORARY SEEDING (MN STATE SEED MIX 22-112 @ 40 LBS/AC, MULCH (MNDOT TYPE 1) BEFORE LEAVING THE SITE AT WINTER SHUT DOWN.
4. ALL SIGNIFICANT DRAINAGE SWALES (TEMPORARY OR PERMANENT) SHALL BE STABILIZED WITH MNDOT CATEGORY 3 EROSION CONTROL BLANKET BY GRADING CONTRACTOR PRIOR TO LEAVING THE SITE AT WINTER SHUT DOWN.

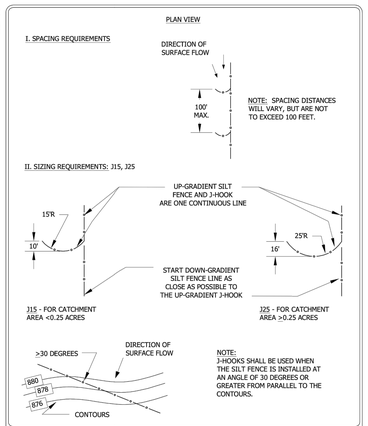
## INSPECTIONS AND MAINTENANCE

1. THE CONTRACTOR MUST ENSURE THAT A TRAINED PERSON (AS IDENTIFIED IN ITEM 2221.2.b) WILL ROUTINELY INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. FOLLOWING AN INSPECTION THAT OCCURS WITHIN 24 HOURS AFTER A RAINFALL EVENT, THE NEXT INSPECTION MUST BE CONDUCTED WITHIN SEVEN (7) DAYS AFTER THE RAINFALL EVENT.
2. ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION MUST BE RECORDED WITHIN 24 HOURS IN WRITING AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP IN ACCORDANCE WITH PART III.E. RECORDS OF EACH INSPECTION AND MAINTENANCE ACTIVITY SHALL INCLUDE:
   a. DATE AND TIME OF INSPECTIONS
   b. NAME OF PERSON(S) CONDUCTING INSPECTIONS
   c. FINDINGS OF INSPECTIONS, INCLUDING THE SPECIFIC LOCATION WHERE CORRECTIVE ACTIONS ARE NEEDED
   d. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES)
   e. DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 1/2 INCH (0.5 INCHES) IN 24 HOURS. RAINFALL AMOUNTS MUST BE OBTAINED BY A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ONSITE, A WEATHER STATION THAT IS WITHIN 1 MILE OF YOUR LOCATION OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES.
   f. IF ANY DISCHARGE IS OBSERVED TO BE OCCURRING DURING THE INSPECTION, A RECORD OF ALL POINTS OF THE PROPERTY FROM WHICH THERE IS A DISCHARGE MUST BE MADE, AND THE DISCHARGE SHOULD BE DESCRIBED (I.E., COLOR, ODOR, FLOATING, SETTLED, OR SUSPENDED SOLIDS, FOAM, OIL SHEEN, AND OTHER OBVIOUS INDICATORS OF POLLUTANTS) AND PHOTOGRAPHED.
   g. ANY AMENDMENTS TO THE SWPPP PROPOSED AS A RESULT OF THE INSPECTION MUST BE DOCUMENTED WITHIN SEVEN (7) CALENDAR DAYS.
3. INSPECTION FREQUENCY ADJUSTMENT
   a. WHERE PARTS OF THE PROJECT SITE HAVE PERMANENT COVER, BUT WORK REMAINS ON OTHER PARTS OF THE SITE, THE CONTRACTOR MAY REDUCE INSPECTIONS OF THE AREAS WITH PERMANENT COVER TO ONCE PER MONTH.
   b. WHERE CONSTRUCTION SITES HAVE PERMANENT COVER ON ALL EXPOSED SOIL AREAS AND NO CONSTRUCTION ACTIVITY IS OCCURRING ANYWHERE ON THE SITE, THE SITE MUST BE INSPECTED DURING NON-FROZEN GROUND CONDITIONS AT LEAST ONCE PER MONTH FOR A PERIOD OF TWELVE (12) CONSECUTIVE MONTHS OR UNTIL CONSTRUCTION ACTIVITY RESUMES, WHICHEVER COMES FIRST. IF CONSTRUCTION ACTIVITY RESUMES, INSPECTIONS MAY BE TERMINATED UNLESS THE CONTRACTOR IS/ARE NOTIFIED IN WRITING BY THE MPCA THAT EROSION ISSUES HAVE BEEN DETECTED AT THE SITE AND INSPECTIONS NEED TO CONTINUE.
   c. WHERE WORK HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, THE INSPECTIONS MAY BE SUSPENDED. THE REQUIRED INSPECTIONS AND MAINTENANCE SCHEDULE MUST BEGIN WITHIN 24 HOURS AFTER RUNOFF OCCURS AT THE SITE OR 24 HOURS PRIOR TO RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.
4. THE CONTRACTOR IS/ARE RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMPS, AS WELL AS ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS, UNTIL ANOTHER PERMITTEE HAS OBTAINED COVERAGE UNDER THIS PERMIT OR THE PROJECT HAS UNDERGONE FINAL STABILIZATION, AND HAS NOT BEEN SUBMITTED TO THE MPCA.
5. THE CONTRACTOR MUST INSPECT ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS AND POLLUTION PREVENTION MANAGEMENT MEASURES TO ENSURE INTEGRITY AND EFFECTIVENESS DURING ALL ROUTINE AND POST-RAINFALL EVENT INSPECTIONS. ALL NONFUNCTIONAL BMPS MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS UNLESS ANOTHER TIME FRAME IS SPECIFIED BELOW. THE CONTRACTOR MUST INVESTIGATE AND COMPLY WITH THE FOLLOWING SEDIMENT BMP INSPECTION AND MAINTENANCE REQUIREMENTS:
   a. ALL PERIMETER CONTROL DEVICES MUST BE REPA

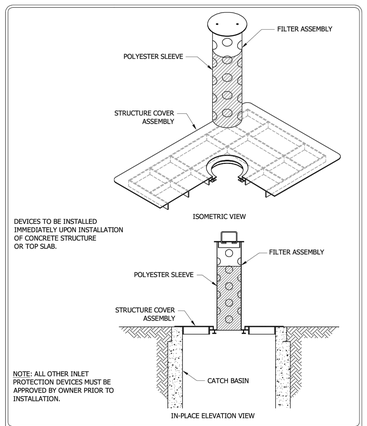



NOTE:
SPLICING WILL BE MADE AT OPPOSING SILT FENCE POSTS BY PLACING POSTS AND SILT FENCE NEXT TO EACH OTHER AND ROTATING 360°.

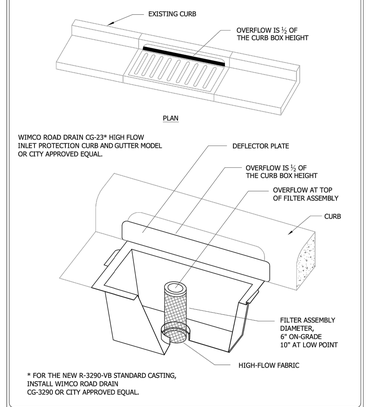
Stantec | SILT FENCE HEAVY DUTY | CHASKA, MINNESOTA | LAST REVISION: APRIL 2008 | PLATE NO. ERO-1B



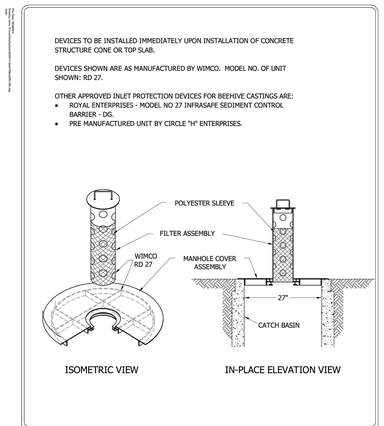

Stantec | SILT FENCE J-HOOK | CHASKA, MINNESOTA | LAST REVISION: APRIL 2008 | PLATE NO. ERO-1D



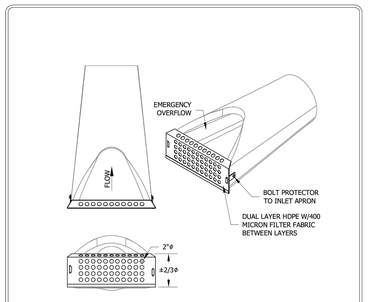

Stantec | INLET PROTECTION FOR CATCH BASIN BEFORE CURB CONSTRUCTION | CHASKA, MINNESOTA | LAST REVISION: APRIL 2008 | PLATE NO. ERO-4A




Stantec | INLET PROTECTION - CATCH BASIN INSERT AFTER CURB CONSTRUCTION | CHASKA, MINNESOTA | LAST REVISION: APRIL 2008 | PLATE NO. ERO-4B

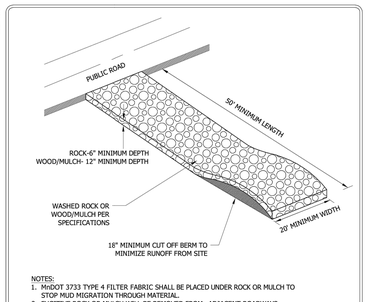



Stantec | INLET PROTECTION BEEHIVE CASTING | CHASKA, MINNESOTA | LAST REVISION: APRIL 2008 | PLATE NO. ERO-4C



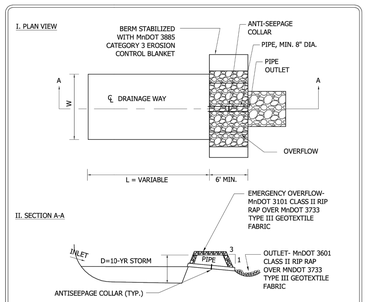

- FILTER FABRIC MAY BE REPLACED AS REQUIRED BY REMOVING BOLTS OR RIVETS CONNECTING HDPE LAYERS AND BOLTING OR RIVETING BACK TOGETHER.
- DEVICES SHOWN ARE AS MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS. INFRASAFE - CULVERT INLET PROTECTOR.

Stantec | FLARED END EROSION CONTROL | CHASKA, MINNESOTA | LAST REVISION: FEB 2005 | PLATE NO. ERO-6

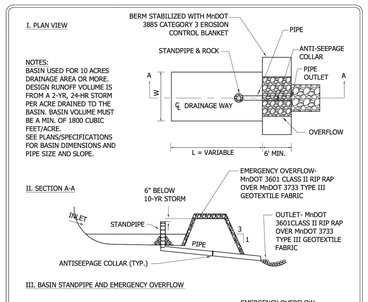



NOTES:
1. MnDOT 3733 TYPE 4 FILTER FABRIC SHALL BE PLACED UNDER ROCK OR MULCH TO STOP MUD MIGRATION THROUGH MATERIAL.
2. FUGITIVE ROCK OR MULCH WILL BE REMOVED FROM ADJACENT ROADWAYS DAILY OR MORE FREQUENTLY AS NECESSARY.
3. CONSTRUCTION ENTRANCE MUST BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF GRADING OPERATIONS ON THE SITE.
4. THE ENTRANCE MUST BE MAINTAINED IN PROPER CONDITION TO PREVENT TRACKING OF MUD OFF THE SITE. THIS MAY REQUIRE PERIODIC TOPDRESSING WITH ADDITIONAL ROCK, WOOD/MULCH, OR REMOVAL AND REINSTALLATION OF THE PAD.
5. THIS ENTRANCE WILL BE USED BY ALL VEHICLES ENTERING OR LEAVING THE PROJECT.
6. THE CONSTRUCTION ENTRANCE WILL BE REMOVED PRIOR TO THE PLACEMENT OF BITUMINOUS SURFACING.

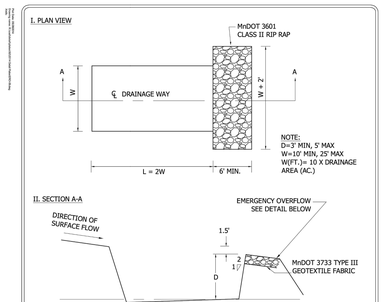
Stantec | ROCK CONSTRUCTION ENTRANCE | CHASKA, MINNESOTA | LAST REVISION: APRIL 2008 | PLATE NO. ERO-7



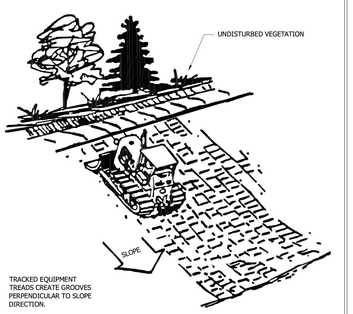

Stantec | TEMPORARY SEDIMENTATION BASIN PIPE OUTLET | CHASKA, MINNESOTA | LAST REVISION: APRIL 2008 | PLATE NO. ERO-8A




Stantec | TEMPORARY SEDIMENTATION BASIN STANDPIPE OUTLET | CHASKA, MINNESOTA | LAST REVISION: APRIL 2008 | PLATE NO. ERO-8B

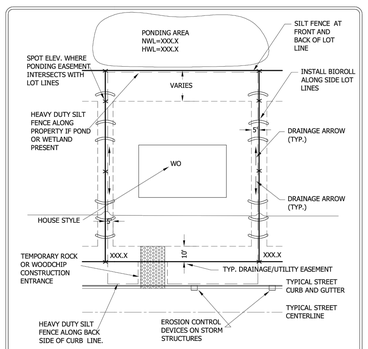



Stantec | TEMPORARY SEDIMENT TRAP | CHASKA, MINNESOTA | LAST REVISION: APRIL 2008 | PLATE NO. ERO-9



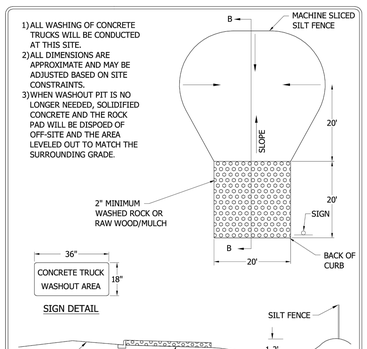

NOTE:
ALL SLOPES WITH A GRADE EQUAL TO OR STEEPER THAN 3:1 REQUIRE SLOPE TRACKING. SLOPES WITH A GRADE MORE GRADUAL THAN 3:1 REQUIRE SLOPE TRACKING IF THE STABILIZATION METHOD IS EROSION CONTROL BLANKET OR HYDROMULCH.

Stantec | SLOPE TRACKING | CHASKA, MINNESOTA | LAST REVISION: FEB 2004 | PLATE NO. ERO-10

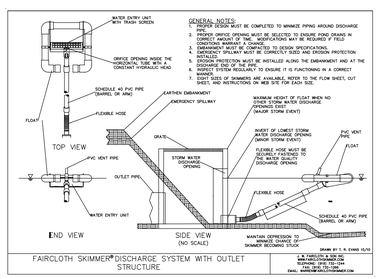



1.) INSTALL SILT FENCE PER DETAIL ERO-1A ALONG REAR AND SIDE PROPERTY LINES. INSTALL HEAVY DUTY SILT FENCE PER DETAIL ERO-1B ALONG BACK SIDE OF CURB.
2.) IF THERE IS A WETLAND OR PONDING AREA ADJACENT TO LOT, HEAVY DUTY SILT FENCE SHALL BE INSTALLED ALONG THAT SIDE OF LOT.
3.) CREATE ONE TEMPORARY CONSTRUCTION ENTRANCE PER LOT. SEE DETAIL ERO-7.
4.) INSTALL INLET PROTECTION ON ALL STORM STRUCTURES SUSCEPTIBLE TO RUNOFF FROM LOT. SEE DETAIL ERO-4B.

Stantec | EROSION CONTROL FOR LOT GRADING | CHASKA, MINNESOTA | LAST REVISION: APRIL 2011 | PLATE NO. ERO-11




Stantec | CONCRETE WASHOUT PIT | CHASKA, MINNESOTA | LAST REVISION: April 2011 | PLATE NO. ERO-12




* SEE WEB SITE FOR SIZING REQUIREMENT, BASINS TO DRAIN WITHIN 48 HOURS.

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HWY 41 & PEAVEY ROAD
CHASKA, MN

SWPPP NOTES 2

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

QUALITY ASSURANCE/CONTROL

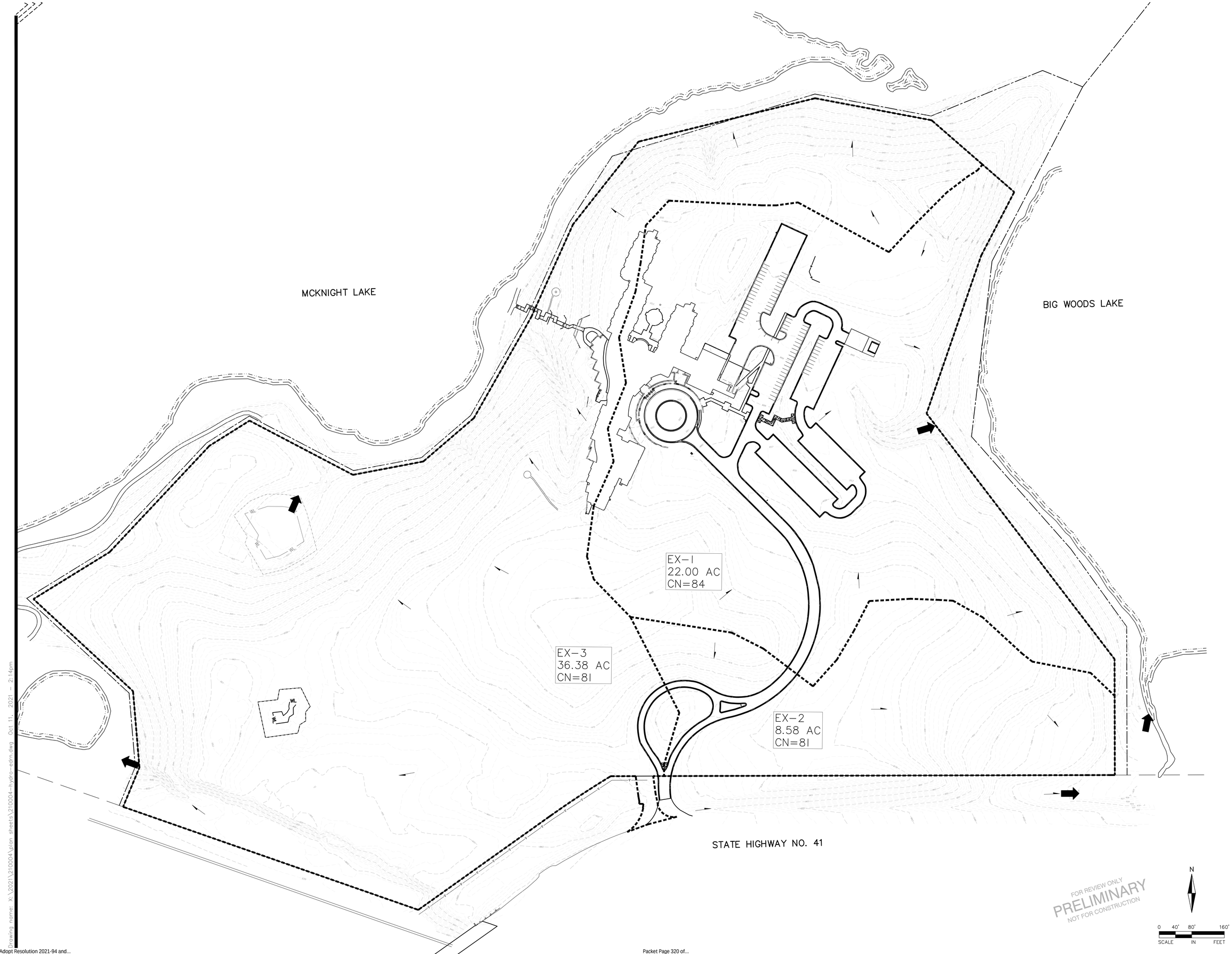
BY DATE

| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

PROJECT TEAM DATA
DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

C-5.2

Drawing name: X:\2021\210004\plan sheets\210004swppp.dwg Oct 11, 2021 - 2:14pm




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# STORMWATER MANAGEMENT PLAN - EXISTING

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

BY DATE

| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
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| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

C-5.3

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Drawing name: X:\2021\210004\plan sheets\210004-hydro-edrn.dwg Oct 11, 2021 - 2:14pm




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N

0 40' 80' 160'
SCALE IN FEET


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733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
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**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

# STORMWATER MANAGEMENT PLAN - PROPOSED

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

BY DATE

| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | MLS |
| PROJECT NO: | 221-0004 |

C-5.4

Drawing name: X:\2021\210004\plan sheets\210004-hydro-pdrn.dwg Oct 11, 2021 - 2:15pm

## STORM SEWER SCHEDULE:

| MH/CB FROM | MH/CB TO | P. DIA. [IN] | P. SLOPE [FT/FT] | PIPE LENGTH [FT] | FROM INVERT | TO INVERT | RIM ELEV. | BUILD [FT] |
|---|---|---|---|---|---|---|---|---|
| CBMH 100 (COSTCO | CBMH 400 | 27 | 0.0105 | 17.50 | 948.18 | 948.00 | 961.96 | 13.78 |
| CBMH 200 (COSTCO | CBMH 403 | 36 | 0.0450 | 52.60 | 945.88 | 943.51 | 960.68 | 14.80 |
| | | | | | | | | |
| CB 404A | CBMH 404 | 12 | 0.0044 | 38.30 | 944.40 | 944.23 | 947.90 | 3.50 |
| CBMH 404 | CBMH 403 | 18 | 0.0025 | 317.50 | 944.23 | 943.44 | 947.90 | 3.67 |
| CBMH 402 | CBMH 401 | 36 | 0.0023 | 205.90 | 943.01 | 942.53 | 958.00 | 14.99 |
| CBMH 401 | CBMH 400 | 36 | 0.0022 | 139.70 | 942.53 | 942.22 | 957.80 | 15.27 |
| CBMH 400 | CBMH 305 | 42 | 0.0034 | 37.20 | 942.22 | 942.09 | 956.75 | 14.53 |
| CB 312A | CBMH 312 | 12 | 0.0044 | 31.30 | 959.50 | 959.36 | 963.50 | 4.00 |
| CBMH 312 | CBMH 311 | 12 | 0.0044 | 300.20 | 959.36 | 958.04 | 963.50 | 4.14 |
| CB 311A | CBMH 311 | 12 | 0.0044 | 33.50 | 959.50 | 959.35 | 963.65 | 4.15 |
| CBMH 311 | CBMH 310 | 24 | 0.0075 | 347.80 | 956.35 | 953.74 | 963.65 | 7.30 |
| CB 310A | CBMH 310 | 12 | 0.0044 | 31.30 | 959.33 | 959.19 | 964.25 | 4.92 |
| CBMH 310B | CBMH 310 | 18 | 0.0090 | 57.70 | 956.16 | 955.64 | 963.60 | 7.44 |
| CBMH 310 | CBMH 309 | 24 | 0.0124 | 76.30 | 953.74 | 952.79 | 964.25 | 10.51 |
| CBMH 309 | CBMH 308 | 24 | 0.0120 | 84.90 | 952.79 | 951.78 | 963.25 | 10.46 |
| CBMH 308 | CBMH 307 | 24 | 0.0120 | 118.20 | 951.78 | 950.36 | 962.00 | 10.22 |
| CBMH 307 | CBMH 306 | 24 | 0.0133 | 94.80 | 950.36 | 949.10 | 960.00 | 9.64 |
| CBMH 306 | CBMH 305 | 24 | 0.0135 | 150.80 | 949.10 | 947.06 | 957.80 | 8.70 |
| CBMH 305 | MH 304 | 48 | 0.0030 | 43.10 | 942.09 | 941.96 | 956.75 | 14.66 |
| MH 304 | MH 303 | 48 | 0.0030 | 230.70 | 941.96 | 941.27 | 952.80 | 10.84 |
| CBMH 303D | MH 303C | 12 | 0.0125 | 82.50 | 947.25 | 946.22 | 951.25 | 4.00 |
| MH 303C | CBMH 303B | 15 | 0.0038 | 106.50 | 943.00 | 942.60 | 952.40 | 9.40 |
| CB (DOCK) | CBMH 303B | 12 | 0.0044 | 117.30 | 942.40 | 941.89 | 947.90 | 5.50 |
| CBMH 303B | CBMH 303A | 21 | 0.0025 | 154.40 | 941.89 | 941.50 | 946.50 | 4.61 |
| CBMH 303A | MH 303 | 24 | 0.0025 | 92.90 | 941.50 | 941.27 | 946.50 | 5.00 |
| MH 303 | CBMH 302 | 48 | 0.0037 | 54.70 | 941.27 | 941.07 | 948.15 | 6.88 |
| CB 302A | CBMH 302 | 12 | 0.0044 | 135.70 | 943.35 | 942.75 | 947.35 | 4.00 |
| CBMH 302 | CBMH 301 | 48 | 0.0037 | 284.60 | 941.07 | 940.03 | 947.28 | 6.21 |
| CBMH 301 | FES 300 | 48 | 0.0035 | 55.10 | 940.03 | 939.83 | 953.75 | 13.72 |
| | | | | | | | | |
| OCS 1 | IH 500 (ATOP EXIS | 12 | 0.0162 | 97.10 | 936.00 | 934.43 | 947.25 | 11.25 |
| | | | | | | | | |
| CB 509 | CBMH 508 | 12 | 0.0044 | 21.70 | 960.70 | 960.60 | 964.75 | 4.05 |
| CBMH 508 | CBMH 507 | 12 | 0.0044 | 108.10 | 960.60 | 960.13 | 964.75 | 4.15 |
| CBMH 507 | CBMH 506 | 12 | 0.0044 | 50.90 | 960.13 | 959.90 | 965.30 | 5.17 |
| CBMH 506 | CBMH 505 | 12 | 0.0120 | 26.70 | 959.90 | 959.58 | 965.40 | 5.50 |
| CBMH 505 | CBMH 501 | 15 | 0.0050 | 68.70 | 959.58 | 959.24 | 965.20 | 5.62 |
| CB 504 | CBMH 503 | 12 | 0.0044 | 101.80 | 960.30 | 959.85 | 965.00 | 4.70 |
| CBMH 503 | CBMH 502 | 15 | 0.0040 | 30.50 | 959.85 | 959.73 | 966.25 | 6.40 |
| CBMH 502 | CBMH 501 | 15 | 0.0055 | 68.80 | 959.73 | 959.35 | 965.60 | 5.87 |
| CBMH 501 | CBMH 500 | 18 | 0.0083 | 173.40 | 959.24 | 957.80 | 965.65 | 6.41 |
| CBMH 500 | CBMH 310B | 18 | 0.0100 | 164.10 | 957.80 | 956.16 | 965.20 | 7.40 |
| | | | | | | | | |
| CB 710 | CBMH 709 | 12 | 0.0055 | 74.40 | 961.25 | 960.84 | 965.25 | 4.00 |
| CBMH 709 | CBMH 708 | 12 | 0.0080 | 10.70 | 960.84 | 960.76 | 964.70 | 3.86 |
| CBMH 708 | CBMH 707 | 12 | 0.0120 | 58.30 | 960.76 | 960.06 | 965.10 | 4.34 |
| CBMH 707 | MH 704 | 15 | 0.0080 | 131.30 | 960.06 | 959.01 | 966.10 | 6.04 |
| CB 706A | CBMH 706 | 12 | 0.0044 | 10.70 | 961.60 | 961.55 | 965.60 | 4.00 |
| CBMH 706 | CBMH 705 | 12 | 0.0075 | 97.30 | 961.55 | 960.82 | 965.70 | 4.15 |
| CB 705A | CBMH 705 | 12 | 0.0050 | 10.70 | 961.30 | 961.25 | 965.30 | 4.00 |
| CBMH 705 | MH 704 | 18 | 0.0040 | 21.10 | 960.82 | 960.74 | 965.10 | 4.28 |
| MH 704 | CBMH 703 | 21 | 0.0060 | 135.10 | 959.01 | 958.19 | 965.30 | 6.29 |
| CBMH 703 | CBMH 702 | 24 | 0.0034 | 101.00 | 958.19 | 957.85 | 964.80 | 6.61 |
| CBMH 702 | CBMH 701 | 24 | 0.0050 | 111.60 | 957.85 | 957.29 | 965.18 | 7.33 |
| CB 701A | CBMH 701 | 12 | 0.0044 | 42.80 | 960.70 | 960.51 | 964.70 | 4.00 |
| CBMH 701 | MH 700 | 24 | 0.0060 | 122.00 | 957.29 | 956.56 | 965.15 | 7.86 |
| MH 700 | CBMH 311 | 24 | 0.0060 | 35.40 | 956.56 | 956.35 | 966.50 | 9.94 |
| | | | | | | | | |
| CB 617 | CBMH 616 | 12 | 0.0044 | 118.80 | 960.00 | 959.48 | 964.00 | 4.00 |
| CBMH 616 | CBMH 607 | 12 | 0.0075 | 209.10 | 959.48 | 957.91 | 964.50 | 5.02 |
| CB 613 | CBMH 612 | 12 | 0.0066 | 261.00 | 960.40 | 958.68 | 965.40 | 5.00 |
| CBMH 612 | CBMH 611 | 15 | 0.0055 | 98.10 | 958.68 | 958.14 | 963.20 | 4.52 |
| CB 615 | MH 614A | 12 | 0.0044 | 48.30 | 961.50 | 961.29 | 965.50 | 4.00 |
| MH 614A | CBMH 614 | 12 | 0.0044 | 30.20 | 961.29 | 961.15 | 965.90 | 4.61 |
| CBMH 614 | CBMH 611 | 12 | 0.0060 | 10.70 | 961.15 | 961.09 | 965.50 | 4.35 |
| CBMH 611 | CBMH 610 | 18 | 0.0055 | 99.00 | 958.14 | 957.59 | 963.20 | 5.06 |
| CBMH 610 | CBMH 609 | 18 | 0.0090 | 114.10 | 957.59 | 956.57 | 963.20 | 5.61 |
| CBMH 609 | CBMH 608 | 18 | 0.0120 | 67.60 | 956.57 | 955.76 | 963.20 | 6.63 |
| CBMH 608 | CBMH 607 | 21 | 0.0075 | 126.70 | 955.76 | 954.81 | 963.30 | 7.54 |
| CBMH 607 | CBMH 606 | 21 | 0.0120 | 118.30 | 954.81 | 953.39 | 963.30 | 8.49 |
| CBMH 606 | CBMH 605 | 21 | 0.0150 | 108.00 | 953.39 | 951.77 | 963.30 | 9.91 |
| CBMH 605 | CBMH 604 | 24 | 0.0080 | 97.60 | 951.77 | 950.98 | 962.25 | 10.48 |
| CBMH 604 | CBMH 603A | 24 | 0.0075 | 144.40 | 950.98 | 949.90 | 962.50 | 11.52 |
| CBMH 603A | CBMH 603 | 24 | 0.0100 | 61.60 | 949.90 | 949.29 | 962.90 | 13.00 |
| CBMH 603 | CBMH 602 | 24 | 0.0100 | 91.80 | 949.29 | 948.37 | 957.80 | 8.51 |
| CBMH 602 | CBMH 601 | 24 | 0.0110 | 114.10 | 948.37 | 947.11 | 957.80 | 9.43 |
| CBMH 601 | FES 600 | 24 | 0.0250 | 107.80 | 928.69 | 926.00 | 957.17 | 28.48 |

## UTILITY NOTES:

1. ALL UTILITIES TO BE INSTALLED PER CITY OF CHASKA 2019 STANDARD SPECIFICATIONS FOR UTILITY AND STREET CONSTRUCTION.
2. EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
3. MAINTAIN A MIN 18" VERTICAL SEPARATION AT ALL PIPE CROSSINGS. WATER AND SANITARY SEWER LINES TO MAINTAIN 10' HORIZONTAL SEPARATION. LOWER WATERMAIN AS NECESSARY.
4. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
5. PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER AND WATERMAIN CROSSINGS WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 3'.
6. ALL UTILITY WORK WITHIN THE R.O.W. SHALL COMPLY WITH THE CITY OF CHASKA ENGINEERING GUIDELINES.
7. NOTIFY GOPHER STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
8. PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MNDOT "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS–FIELD MANUAL" LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W.
9. ALL SANITARY MANHOLES TO BE 48" DIAMETER CONCRETE W/NEENAH R–1642 CASTING, UNLESS NOTED OTHERWISE.
10. WATERMAIN, SERVICES, AND VALVES SHALL BE INSTALLED WITH MINIMUM 7.5' OF COVER.
11. ALL CURB BOXES SHALL BE ADJUSTED TO AN ELEVATION OF 1" BELOW FINISHED GRADE.
12. ALL WATERMAIN SHALL BE C900 PVC. WATER SERVICES INTO BUILDINGS ARE 6" SERVICES.
13. ALL SANITARY SEWER TO BE 8" PVC SDR–35 FROM 0–16 FEET, SDR–26 FROM 16–22 FEET, AND C900 PVC FOR 22+ FEET AND DEEPER.
14. CONTRACTOR TO VERIFY EXACT SERVICE CONNECTION SIZE, INVERT, AND LOCATION WITH FINAL BUILDING PLANS.
15. ALL WATERMAIN FITTINGS SHALL BE EPOXY COATED.
16. ALL WATER SERVICE LINES SHALL BE DOUBLE 45° ANGLES WITH BLOCKING.
17. ALL SLIP JOINTS ON WATER SERVICES WITHIN 60' OF SERVICE BUILDING SHALL BE SHORT RODDED.
18. ALL WET TAPS SHALL BE STAINLESS STEEL SADDLES WITH FULL FACED GASKETS.
19. SANITARY AND WATER SERVICES TO EACH MULTIFAMILY BUILDING SHALL BOTH BE 6", UNLESS NOTED OTHERWISE.
20. RCP STORM SEWER SHALL BE CLASS 5 (12–18") AND CLASS 3 (21"+), UNLESS NOTED OTHERWISE.
21. BITUMINOUS COAT SANITARY MANHOLES. SEE CITY DETAIL SAN–1.

MCKNIGHT LAKE

BIG WOODS LAKE

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD

STATE HIGHWAY NO. 41

PEAVY ROAD

REFER TO LANDFORM / COSTCO PLANS FOR ADDITIONAL INFORMATION

REPAIR EXISTING EROSION / FILL WITH SOIL, PROVIDE SEED AND EROSION CONTROL BLANKET. COORDINATE WITH CITY.

FIELD VERIFY LOCATION OF EXISTING CULVERT

MATCH LINE – VIEW 1

MATCH LINE – VIEW 2

MATCH LINE – VIEW 3

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

0 40' 80' 160'
SCALE IN FEET

## LEGEND

- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PIPE INSULATION
- PROPOSED CATCH BASIN
- PROPOSED SANITARY/STORM MANHOLE
- PROPOSED GATE VALVE
- PROPOSED HYDRANT
- PROPOSED RIP RAP
- POST INDICATOR VALVE
- WALL MOUNTED POST INDICATOR VALVE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE/CATCH BASIN
- EXISTING HYDRANT


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733 Marquette Avenue
Suite 700
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**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

**OVERALL UTILITY PLAN**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

| BY | DATE |
|---|---|

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**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | MLS |
| PROJECT NO: | 221–0004 |

C-6.0

Drawing name: X:\2021\210004\plan sheets\210004-utl.dwg Oct 11, 2021 – 2:15pm

MATCH LINE – VIEW 2

MATCH LINE – VIEW 1

MATCH LINE – VIEW 2

MATCH LINE – VIEW 1

230.7' of 48" RCP @ 0.30%

CONNECT TO EXISTING WATERMAIN

MH 304
RIM=952.80
INV(SE)=941.96
INV OUT=941.96

150.8' of 24" RCP @ 1.35%

43.1' of 48" RCP @ 0.30%

94.8' of 24" RCP @ 1.33%

CBMH 306
RIM=957.80
INV(SW)=949.10
INV OUT=949.10

CBMH 307
RIM=960.00
INV(S)=950.36
INV OUT=950.36

CBMH 305
RIM=956.75
INV(SW)=947.06
INV(SE)=942.09
INV OUT=942.09

37.2' of 42" RCP @ 0.34%

118.2' of 24" RCP @ 1.20%

CBMH 308
RIM=962.00
INV(S)=951.78
INV OUT=951.78

17.5' of 27" RCP @ 1.05%

139.7' of 36" RCP @ 0.22%

CBMH 401
RIM=957.80
INV(E)=942.53
INV OUT=942.53

(2) 12" G.V.

5' SIDE PARKING SETBACK

BUILDING SETBACK

CBMH 400
RIM=956.75
INV(S)=948.00
INV(NE)=942.22
INV OUT=942.22

CBMH 100 (BY OTHERS)
RIM=961.96
INV(SW)=954.19
INV(SE)=948.39
INV OUT=948.18

205.9' of 36" RCP @ 0.23%

12" C900 PVC WATERMAIN

OAK RIDGE DRIVE

CBMH 402
RIM=958.00
INV(E)=943.01
INV OUT=943.01

84.9' of 24" RCP @ 1.20%

CBMH 309
RIM=963.25
INV(SE)=952.79
INV OUT=952.79

185.9' of 36" RCP @ 0.23%

76.3' of 24" RCP @ 1.24%

CBMH 310
RIM=964.25
INV(SW)=955.64
INV(SE)=953.74
INV(NE)=959.19
INV OUT=953.74

12" G.V.

31.3' of 12" RCP @ 0.44%

CBMH 403
RIM=956.40
INV(E)=943.44
INV(S)=943.51
INV OUT=943.44

52.6' of 36" RCP @ 4.50%

CBMH 200 (BY OTHERS)
RIM=960.68
INV(S)=949.88
INV OUT=945.88

SAN MH-100 (DROP)
RIM=926.00
INV(S)=917.00
INV OUT=905.00

HYDRANT W/ 6" G.V. & 6"X12" TEE

CB 310A
RIM=964.25
INV OUT=959.33

57.7' of 18" RCP @ 0.90%

164.1' of 18" RCP @ 1.00%

SAN MH-101 (DROP)
RIM=955.50
INV(SW)=939.90
INV OUT=930.00

CORE DRILL AND CONNECT TO EXISTING SANITARY MANHOLE
INV=904.00
INV OUT(EX)=902.90 (VERIFY)

HYDRANT W/ 6" G.V. & 6"X12" TEE

347.8' of 24" RCP @ 0.75%

6" SAN SERVICE
INV=957.50

SAN MH-9
RIM=967.10
INV(SW)=957.00
INV OUT=956.00

6"X8" TEE W/ 6" G.V.

8" C900 PVC WATERMAIN

CB 509
RIM=964.75
INV OUT=960.70

REFER TO LANDFORM / COSTCO PLANS FOR ADDITIONAL INFORMATION

317.5' of 18" RCP @ 0.25%

CBMH 404
RIM=947.90
INV(N)=944.23
INV OUT=944.23

8"X12" TEE W/ 8" G.V.

CB 404A
RIM=947.90
INV=944.40

21.7' of 12" RCP @ 0.44%

CBMH 508
RIM=964.75
INV(NW)=960.60
INV OUT=960.60

33.5' of 12" RCP @ 0.44%

38.3' of 12" RCP @ 0.44%

108.1' of 12" RCP @ 0.44%

CB 311A
RIM=963.65
INV OUT=959.50

CBMH 311
RIM=963.65
INV(NE)=959.35
INV(SE)=958.04
STUB INV(S)=956.35
INV OUT=956.35

35.4' of 24" RCP @ 0.60%

MH 700
RIM=966.50
INV(SE)=956.56
INV OUT=956.56

300.2' of 12" RCP @ 0.44%

12" C900 PVC WATERMAIN

8"X12" TEE W/ 8" G.V.

111.6' of 24" RCP @ 0.50%

CBMH 701
RIM=965.15
INV(SW)=957.29
INV(SE)=960.51
INV OUT=957.29

CB 701A
RIM=964.70
INV OUT=960.70

12" C900 PVC WATERMAIN
12" G.V.

HYDRANT W/ 6" G.V. & 6"X12" TEE

45° BEND

45° BEND

18" FES W/ 12 CY RIPRAP INV=930.80

18" FES W/ 12 CY RIPRAP INV=935.50

12"X12" TEE

18" RCP @ 2.50%

22.5° BEND

11.25° BEND

CONNECT TO EXISTING W/ 45° BEND & 12" G.V.

CONNECT TO EXISTING W/ 11.25° BEND & 12" G.V.

12" C900 WATERMAIN

FIELD VERIFY LOCATION OF EXISTING CULVERT

SAN MH-14
RIM=965.50
INV(W)=954.00
INV OUT=953.62

CBMH 312
RIM=963.50
INV(NE)=959.36
INV OUT=959.36

CB 312A
RIM=963.50
INV OUT=959.50

31.3' of 12" RCP @ 0.44%

5' SIDE PARKING SETBACK (FROM TH 41 CENTERLINE)

5' SIDE PARKING SETBACK (FROM TH 41 CENTERLINE)

COSTCO WHOLESALE

164,545 S.F.
FFE = 966.00

BIG WOODS LAKE

## LEGEND

- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PIPE INSULATION
- PROPOSED CATCH BASIN
- PROPOSED SANITARY/STORM MANHOLE
- PROPOSED GATE VALVE
- PROPOSED HYDRANT
- PROPOSED RIP RAP
- POST INDICATOR VALVE
- WALL MOUNTED POST INDICATOR VALVE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE/CATCH BASIN
- EXISTING HYDRANT

N

0 20' 40' 80'
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**UTILITY PLAN - VIEW 1**

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C-6.1

Drawing name: X:\2021\210004\plan sheets\210004utl.dwg Oct 11, 2021 - 2:15pm

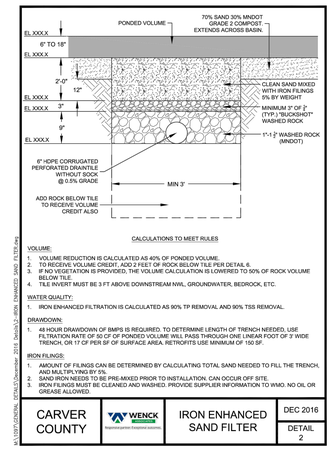



## LEGEND

- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PIPE INSULATION
- PROPOSED CATCH BASIN
- PROPOSED SANITARY/STORM MANHOLE
- PROPOSED GATE VALVE
- PROPOSED HYDRANT
- PROPOSED RIP RAP
- POST INDICATOR VALVE
- WALL MOUNTED POST INDICATOR VALVE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE/CATCH BASIN
- EXISTING HYDRANT

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

0 20' 40' 80'
SCALE IN FEET




CALCULATIONS TO MEET RULES

VOLUME:
1. VOLUME REDUCTION IS CALCULATED AS 40% OF PONDED VOLUME.
2. TO RECEIVE VOLUME CREDIT, ADD 2 FEET OF ROCK BELOW TILE PER DETAIL 6.
3. IF NO VEGETATION IS PROVIDED, THE VOLUME CALCULATION IS LOWERED TO 50% OF ROCK VOLUME BELOW TILE.
4. TILE INVERT MUST BE 3 FT ABOVE DOWNSTREAM NWL, GROUNDWATER, BEDROCK, ETC.

WATER QUALITY:
1. IRON ENHANCED FILTRATION IS CALCULATED AS 90% TP REMOVAL AND 90% TSS REMOVAL.

DRAWDOWN:
1. 48 HOUR DRAWDOWN OF BMPS IS REQUIRED. TO DETERMINE LENGTH OF TRENCH NEEDED, USE FILTRATION RATE OF 50 CF OF PONDED VOLUME WILL PASS THROUGH ONE LINEAR FOOT OF 3' WIDE TRENCH, OR 17 CF PER SF OF SURFACE AREA. RETROFITS USE MINIMUM OF 150 SF.

IRON FILINGS:
1. AMOUNT OF FILINGS CAN BE DETERMINED BY CALCULATING TOTAL SAND NEEDED TO FILL THE TRENCH, AND MULTIPLYING BY 5%.
2. SAND IRON NEEDS TO BE PRE-MIXED PRIOR TO INSTALLATION. CAN OCCUR OFF SITE.
3. IRON FILINGS MUST BE CLEANED AND WASHED. PROVIDE SUPPLIER INFORMATION TO WMO. NO OIL OR GREASE ALLOWED.

| | | | |
|---|---|---|---|
| CARVER COUNTY | WENCK Water/people/natural systems | IRON ENHANCED SAND FILTER | DEC 2016 |
| | | | DETAIL 2 |

ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

**UTILITY PLAN - VIEW 2**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

| BY | DATE |
|---|---|
| **DATE** | **ISSUE** |
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | MLS |
| PROJECT NO: | 221-0004 |

C-6.2

Drawing name: X:\2021\210004\plan sheets\210004util.dwg Oct 11, 2021 - 2:16pm


MCKNIGHT LAKE
POND
CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD
HIGHWAY NO. 41
MATCH LINE - VIEW 2
MATCH LINE - VIEW 3
FFE: 968.50
GFE: 968.16
FFE: 967.50
GFE: 967.17
FFE: 967.00
GFE: 966.67
FFE: 959.00
GFE: 958.67
FFE: 965.00
GFE: 964.67
FFE: 964.00
GFE: 963.67
FFE: 966.50
GFE: 966.16
FFE: 966.00
GFE: 965.67
FFE: 963.00
FFE: 968.40
FFE: 966.50
COSTCO WHOLESALE
FFE = 986.00
100-YR HWL=925.92
IEOF MEDIA ELEV=920.00
OCS 2 (SEE DETAIL)
GRATE=926.00
8" ORIFICE=921.50
INV OUT=915.00
CONNECT DRAINTILE TO OCS 2 (SEE DETAIL ON SHEET C-7.1) INV=915.25
800 LF (TOTAL) 6" PERFORATED HDPE W/ CLEANOUTS
DRAINTILE TO HAVE AFX. 0.25% SLOPE, TYP.
DRAINTILE CLEANOUT, TYP. OF 3 INV=917.00
FES 600 W/ 12 CY RIPRAP INV=926.00
107.8' of 24" RCP @ 2.50%
CBMH 601 (DROP) RIM=957.17 INV(SE)=947.11 INV OUT=928.69
114.1' of 24" RCP @ 1.10%
SAN MH-2 RIM=958.32 INV(SW)=949.21 INV OUT=949.11
6" SAN SERVICE INV=950.50
CBMH 602 RIM=957.80 INV(E)=948.37 INV OUT=948.37
CBMH 603 RIM=957.80 INV(SE)=949.29 INV OUT=949.29
91.8' of 24" RCP @ 1.00%
CBMH 603A RIM=962.90 INV(SE)=949.90 INV OUT=949.90
HYDRANT W/ 6" G.V. & 6"x8" TEE
8"x6" REDUCER
6" SAN SERVICE INV=952.00
61.6' of 24" RCP @ 1.00%
144.4' of 24" RCP @ 0.75%
6"x6" TEE W/ 6" G.V.
SAN MH-1 (DROP) RIM=927.00 INV(NE)=915.00 INV OUT=900.00
SAN MH-2 (DROP) RIM=959.50 INV(SE)=948.41 INV(NW)=948.41 INV(NE)=950.00 INV OUT=930.00
CORE DRILL AND CONNECT TO EXISTING SANITARY MANHOLE INV=898.00 INV OUT(E)=896.77 (VERIFY)
CBMH 604 RIM=962.50 INV(SE)=950.98 INV OUT=950.98
SAN MH-3 RIM=962.00 INV(E)=949.03 INV OUT=948.93
8" G.V.
8" C900 PVC WATERMAIN
97.6' of 24" RCP @ 0.80%
CBMH 605 RIM=962.25 INV(E)=951.77 INV OUT=951.77
108.0' of 21" RCP @ 1.50%
CBMH 606 RIM=963.30 INV(E)=953.39 INV OUT=953.39
118.3' of 21" RCP @ 1.20%
CBMH 607 RIM=963.30 INV(N)=954.81 INV(NE)=957.91 INV OUT=954.81
209.1' of 12" RCP @ 0.75%
CBMH 612 RIM=963.20 INV(N)=958.68 INV OUT=958.68
98.1' of 15" RCP @ 0.50%
CBMH 614 RIM=965.50 INV(NE)=961.15 INV OUT=961.15
55.2' of 12" RCP @ 0.44%
CBMH 614A RIM=965.90 INV(SE)=961.29 INV OUT=961.29
6"x8" SAN WYE INV(AT MAIN)=952.09 6" SAN SERVICE INV(AT BLDG)=953.09
CB 615 RIM=965.50 INV OUT=961.50
8"x6" TEE W/ 6" G.V.
HYDRANT W/ 6" G.V. & 6"x8" TEE
10.7' of 12" RCP @ 0.60%
CBMH 610 RIM=963.20 INV(NW)=957.59 INV OUT=957.59
114.1' of 18" RCP @ 0.90%
CBMH 609 RIM=963.20 INV(W)=956.57 INV OUT=956.57
6"x8" SAN WYE INV(AT MAIN)=949.93 6" SAN SERVICE INV(AT BLDG)=951.00
CBMH 608 RIM=963.30 INV(W)=955.76 INV OUT=955.76
126.7' of 21" RCP @ 0.75%
8"x6" TEE W/ 6" G.V.
SAN MH-4 RIM=965.50 INV(N)=950.69 INV(W)=950.69 INV OUT=950.59
8" TEE W/ 8" G.V.
CBMH 616 RIM=964.50 INV(NE)=959.48 INV OUT=959.48
118.8' of 12" RCP @ 0.44%
CB 617 RIM=964.00 INV OUT=960.00
SAN MH-10 RIM=966.00 INV(N)=951.79 INV(NE)=951.79 INV OUT=951.69
SAN MH-11 RIM=965.50 INV(NW)=952.22 INV(NE)=952.22 INV OUT=952.12
SAN MH-13 RIM=96.50 INV(N)=952.55 INV OUT=952.45
REPAIR EXISTING EROSION. FILL WITH SOIL, PROVIDE SEED AND EROSION CONTROL BLANKET. COORDINATE WITH CITY
SAN MH-7 RIM=967.00 INV(E)=954.23 INV OUT=954.13
CB 613 RIM=965.40 INV OUT=960.40
6"x8" SAN WYE INV=953.45
6" SAN SERVICE INV=955.00
8" C900 PVC WATERMAIN
8"x6" TEE W/ 6" G.V.
261.0' of 12" RCP @ 0.66%
CBMH 612 RIM=963.20 INV(N)=958.68 INV OUT=958.68
SAN MH-6 RIM=965.50 INV(N)=952.79 INV OUT=952.69
CBMH 603A RIM=962.90 INV(SE)=949.90 INV OUT=949.90
HYDRANT W/ 6" G.V. & 6"x8" TEE
8"x6" REDUCER
6" SAN SERVICE INV=952.00
144.4' of 24" RCP @ 0.75%
6"x6" TEE W/ 6" G.V.
SAN MH-1 (DROP) RIM=927.00 INV(NE)=915.00 INV OUT=900.00
SAN MH-2 (DROP) RIM=959.50 INV(SE)=948.41 INV(NW)=948.41 INV(NE)=950.00 INV OUT=930.00
CORE DRILL AND CONNECT TO EXISTING SANITARY MANHOLE INV=898.00 INV OUT(E)=896.77 (VERIFY)
CBMH 604 RIM=962.50 INV(SE)=950.98 INV OUT=950.98
SAN MH-3 RIM=962.00 INV(E)=949.03 INV OUT=948.93
8" G.V.
8" C900 PVC WATERMAIN
97.6' of 24" RCP @ 0.80%
CBMH 605 RIM=962.25 INV(E)=951.77 INV OUT=951.77
108.0' of 21" RCP @ 1.50%
CBMH 606 RIM=963.30 INV(E)=953.39 INV OUT=953.39
118.3' of 21" RCP @ 1.20%
CBMH 607 RIM=963.30 INV(N)=954.81 INV(NE)=957.91 INV OUT=954.81
209.1' of 12" RCP @ 0.75%
SAN MH-4 RIM=965.50 INV(N)=950.69 INV(W)=950.69 INV OUT=950.59
8" TEE W/ 8" G.V.
CBMH 616 RIM=964.50 INV(NE)=959.48 INV OUT=959.48
118.8' of 12" RCP @ 0.44%
CB 617 RIM=964.00 INV OUT=960.00
SAN MH-10 RIM=966.00 INV(N)=951.79 INV(NE)=951.79 INV OUT=951.69
SAN MH-11 RIM=965.50 INV(NW)=952.22 INV(NE)=952.22 INV OUT=952.12
SAN MH-13 RIM=96.50 INV(N)=952.55 INV OUT=952.45
REPAIR EXISTING EROSION. FILL WITH SOIL, PROVIDE SEED AND EROSION CONTROL BLANKET. COORDINATE WITH CITY
CBMH 503A RIM=966.00 INV OUT=962.00
6"x8" SAN WYE INV=954.70
6" SAN SERVICE INV=955.50
8"x6" TEE W/ 6" G.V.
119.3' of 12" RCP @ 0.44%
HYDRANT W/ 6" G.V. & 6"x8" TEE
CBMH 503 RIM=966.25 INV(S)=959.85 INV(W)=961.48 INV OUT=959.85
30.5' of 15" RCP @ 0.40%
101.8' of 12" RCP @ 0.44%
CB 504 RIM=965.00 INV OUT=960.30
68.8' of 12" RCP @ 0.55%
CBMH 706A RIM=965.60 INV OUT=961.60
CBMH 706 RIM=965.70 INV(SW)=961.55 INV OUT=961.55
SAN MH-12 RIM=966.00 INV(NE)=954.00 INV OUT=953.90
SAN MH-15 RIM=964.00 INV(SW)=954.00 INV OUT=953.13
48.3' of 12" RCP @ 0.44%
CB 615 RIM=965.50 INV OUT=961.50
8"x6" TEE W/ 6" G.V.
HYDRANT W/ 6" G.V. & 6"x8" TEE
97.3' of 12" RCP @ 0.75%
CB 705A RIM=965.30 INV OUT=961.30
8"x8" TEE
8"x6" TEE W/ 6" G.V.
CB 710 RIM=965.25 INV OUT=961.25
6"x8" SAN WYE INV(AT MAIN)=952.40 6" SAN SERVICE INV(AT BLDG)=953.50
74.4' of 12" RCP @ 0.55%
CBMH 709 RIM=964.70 INV(W)=960.84 INV OUT=960.84
8"x6" TEE W/ 6" G.V.
8" C900 PVC WATERMAIN
(2) 8" TEES
CBMH 502 RIM=965.60 INV(SE)=959.73 INV OUT=959.73
8" G.V.
6"x8" TEE W/ 6" G.V.
6" SAN SERVICE INV=957.50
SAN MH-9 RIM=967.10 INV(NW)=957.00 INV OUT=956.00
8" C900 PVC WATERMAIN
CBMH 506 RIM=965.40 INV(SE)=959.90 INV OUT=959.90
CBMH 507 RIM=965.30 INV(NE)=960.13 INV OUT=960.13
50.9' of 12" RCP @ 0.44%
CBMH 505 RIM=965.20 INV(SE)=959.58 INV OUT=959.58
26.7' of 12" RCP @ 1.20%
6" SAN SERVICE INV=958.75
CBMH 705 RIM=965.10 INV(W)=960.82 INV(SW)=961.25 INV OUT=960.82
21.1' of 18" RCP @ 0.40%
MH 704 RIM=965.30 INV(SW)=960.74 INV(SE)=959.01 INV OUT=959.01
135.1' of 21" RCP @ 0.60%
CBMH 703 RIM=964.80 INV(SW)=958.19 INV OUT=958.19
131.3' of 15" RCP @ 0.80%
CBMH 707 RIM=966.10 INV(E)=960.06 INV OUT=960.06
58.3' of 12" RCP @ 1.20%
CBMH 708 RIM=965.10 INV(SW)=960.76 INV OUT=960.76
6"x8" SAN WYE INV(AT MAIN)=952.65 6" SAN SERVICE INV(AT BLDG)=953.50
10.7' of 12" RCP @ 0.60%
SAN MH-14 RIM=965.50 INV(W)=954.00 INV OUT=953.62
CBMH 312 RIM=963.50 INV(N)=959.36 INV OUT=959.36
CB 312A RIM=963.50 INV OUT=959.50
31.3' of 12" RCP @ 0.44%
CB 312 RIM=963.65 INV OUT=959.50
33.5' of 12" RCP @ 0.44%
CB 311A RIM=963.65 INV OUT=959.50
CBMH 311 RIM=963.65 INV(N)=959.35 INV(SE)=958.04 INV OUT=956.35
MH 700 RIM=966.50 INV(SE)=956.96 INV OUT=956.56
35.4' of 24" RCP @ 0.60%
122.0' of 24" RCP @ 0.60%
CBMH 702 RIM=965.18 INV(SW)=957.85 INV OUT=957.85
CBMH 701 RIM=965.15 INV(SW)=957.29 INV(SE)=960.51 INV OUT=957.29
111.6' of 24" RCP @ 0.50%
CB 701A RIM=964.70 INV OUT=960.70
CBMH 310 RIM=964.25 INV(SW)=955.64 INV(SE)=953.74 INV(NE)=959.19 INV OUT=953.74
CBMH 310B RIM=965.60 STUB INV(E)=956.16 INV OUT=956.16
57.7' of 18" RCP @ 0.90%
164.1' of 18" RCP @ 1.00%
CBMH 309 RIM=963.25 INV(SE)=952.79 INV OUT=952.79
76.3' of 24" RCP @ 1.24%
84.9' of 24" RCP @ 1.20%
12" G.V.
31.3' of 12" RCP @ 0.44%
CB 310A RIM=964.25 INV OUT=959.33
HYDRANT W/ 6" G.V. & 6"x12" TEE
CBMH 500 RIM=965.20 INV(SE)=957.80 INV OUT=957.80
173.4' of 18" RCP @ 0.83%
347.8' of 24" RCP @ 0.75%
6"x8" TEE W/ 6" G.V.
6" SAN SERVICE INV=957.50
6"x8" SAN WYE INV=955.87
8" C900 PVC WATERMAIN
CB 509 RIM=964.75 INV OUT=960.70
8"x12" TEE W/ 8" G.V.
21.7' of 12" RCP @ 0.44%
CBMH 508 RIM=964.75 INV(NW)=960.60 INV OUT=960.60
108.1' of 12" RCP @ 0.44%
6" SAN SERVICE INV=958.75
12" C900 PVC WATERMAIN
8"x12" TEE W/ 8" G.V.
CBMH 701 RIM=965.15 INV(SW)=957.29 INV(SE)=960.51 INV OUT=957.29
111.6' of 24" RCP @ 0.50%
CB 701A RIM=964.70 INV OUT=960.70
CBMH 310 RIM=964.25 INV(SW)=955.64 INV(SE)=953.74 INV(NE)=959.19 INV OUT=953.74
CBMH 310B RIM=965.60 STUB INV(E)=956.16 INV OUT=956.16
57.7' of 18" RCP @ 0.90%
164.1' of 18" RCP @ 1.00%
CBMH 309 RIM=963.25 INV(SE)=952.79 INV OUT=952.79
76.3' of 24" RCP @ 1.24%
84.9' of 24" RCP @ 1.20%
12" G.V.
31.3' of 12" RCP @ 0.44%
CB 310A RIM=964.25 INV OUT=959.33
HYDRANT W/ 6" G.V. & 6"x12" TEE
CBMH 500 RIM=965.20 INV(SE)=957.80 INV OUT=957.80
173.4' of 18" RCP @ 0.83%
347.8' of 24" RCP @ 0.75%
6"x8" TEE W/ 6" G.V.
6" SAN SERVICE INV=957.50
6"x8" SAN WYE INV=955.87
SAN MH-9 RIM=967.10 INV(NW)=957.00 INV OUT=956.00
8" C900 PVC WATERMAIN
CB 509 RIM=964.75 INV OUT=960.70
8"x12" TEE W/ 8" G.V.
21.7' of 12" RCP @ 0.44%
CBMH 508 RIM=964.75 INV(NW)=960.60 INV OUT=960.60
108.1' of 12" RCP @ 0.44%
6" SAN SERVICE INV=958.75
12" C900 PVC WATERMAIN
8"x12" TEE W/ 8" G.V.
CBMH 505 RIM=965.20 INV(SE)=959.58 INV OUT=959.58
26.7' of 12" RCP @ 1.20%
6" SAN SERVICE INV=958.75
CBMH 507 RIM=965.30 INV(NE)=960.13 INV OUT=960.13
50.9' of 12" RCP @ 0.44%
CBMH 506 RIM=965.40 INV(SE)=959.90 INV OUT=959.90
CBMH 311 RIM=963.65 INV(N)=959.35 INV(SE)=958.04 INV OUT=956.35
MH 700 RIM=966.50 INV(SE)=956.96 INV OUT=956.56
35.4' of 24" RCP @ 0.60%
122.0' of 24" RCP @ 0.60%
CBMH 702 RIM=965.18 INV(SW)=957.85 INV OUT=957.85

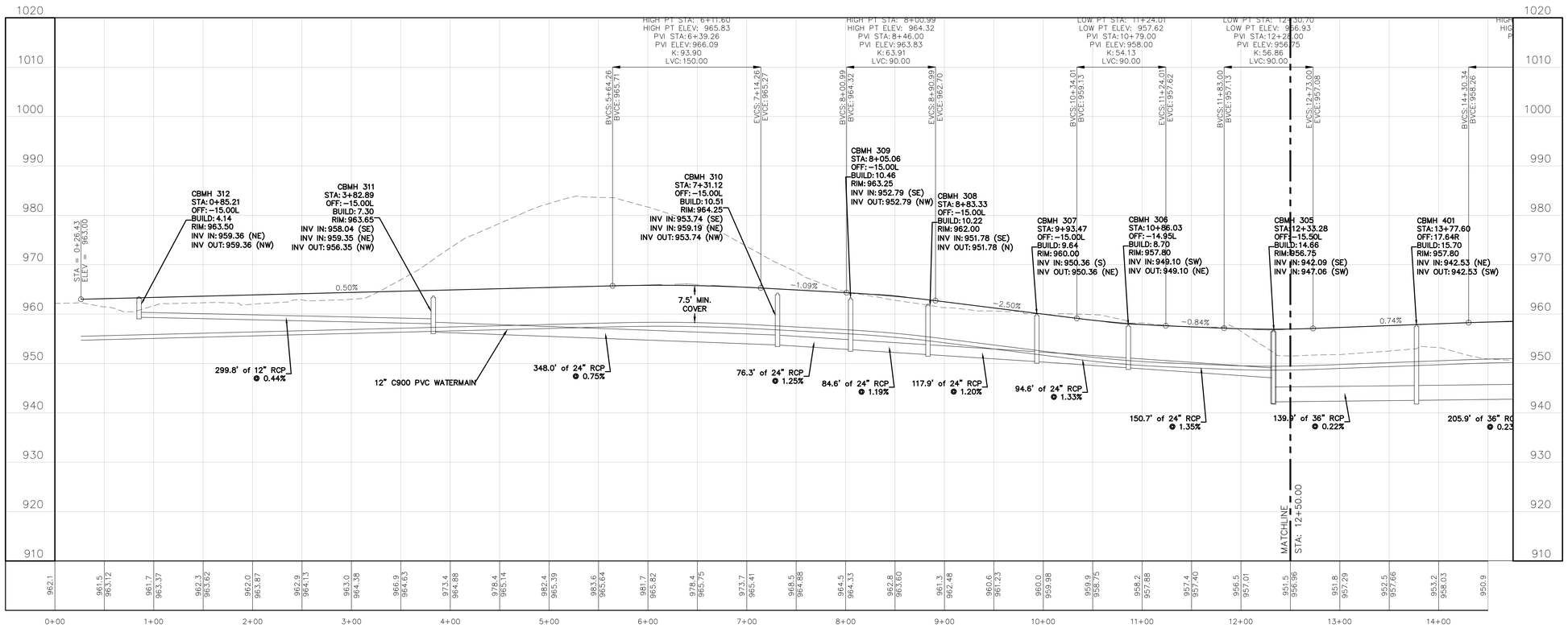



## LEGEND

- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PIPE INSULATION
- PROPOSED CATCH BASIN
- PROPOSED SANITARY/STORM MANHOLE
- PROPOSED GATE VALVE
- PROPOSED HYDRANT
- PROPOSED RIP RAP

SCALE IN FEET: 0 20' 40' 80'

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION





ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com


**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

# UTILITY PLAN & PROFILE - OAK RIDGE DRIVE - VIEW 1

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

| BY | DATE |
|---|---|

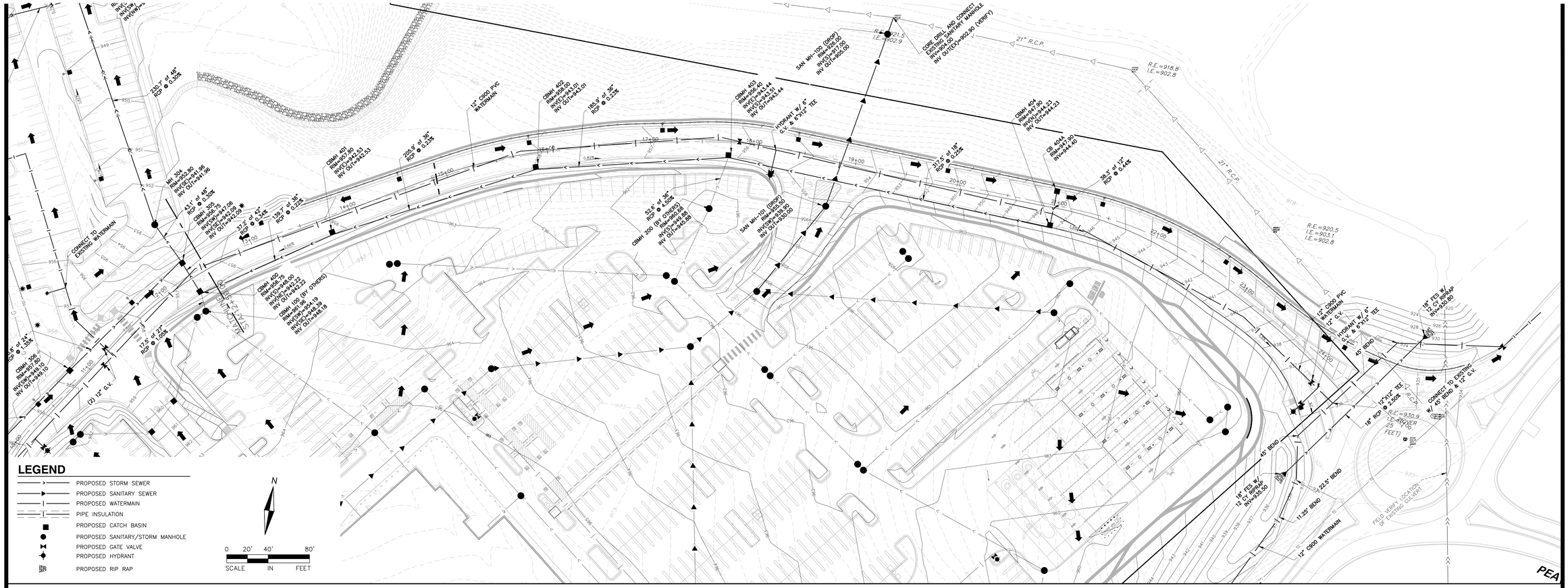
| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

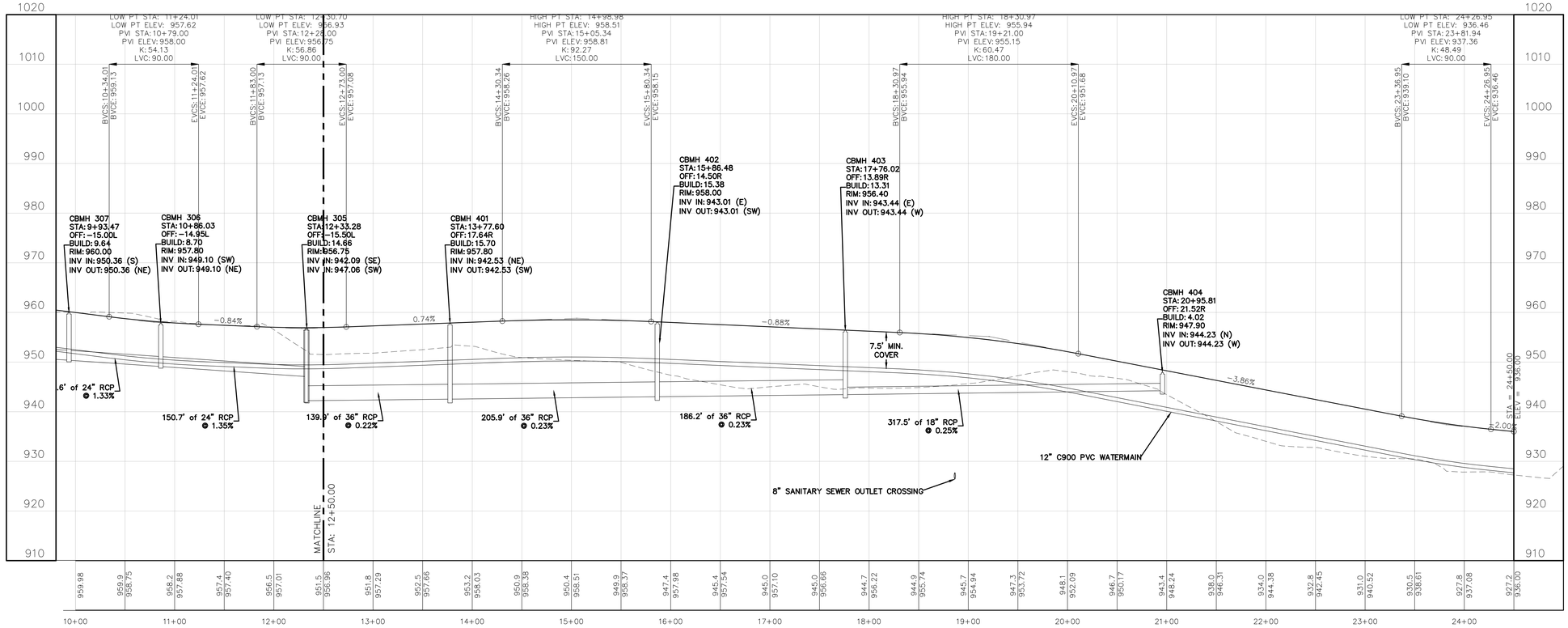
**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | ST |
| PROJECT NO: | 221-0004 |

C-6.4

Drawing name: X:\2021\210004\plan sheets\210004utl-prof.dwg Oct 11, 2021 - 2:16pm




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ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

# UTILITY PLAN & PROFILE - OAK RIDGE DRIVE - VIEW 2

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

QUALITY ASSURANCE/CONTROL

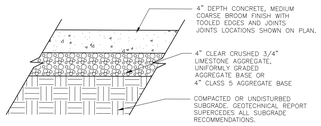
BY DATE

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| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

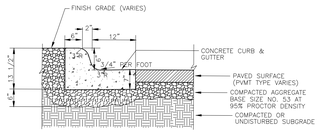
PROJECT TEAM DATA
DESIGNED: MK
DRAWN: ST
PROJECT NO: 221-0004

C-6.5

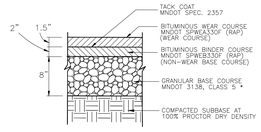
Drawing name: X:\2021\210004\plan sheets\210004utl-prof.dwg Oct 11, 2021 - 2:16pm




1 CONCRETE SIDEWALK
NO SCALE



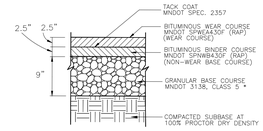

2 B612 CURB AND GUTTER
NO SCALE




* RECYCLED CRUSHED CONCRETE DEBRIS AND BITUMINOUS PAVEMENT MAY BE USED AS BASE MATERIAL IF GRADATION SPECIFICATIONS FOR MNDOT CLASS 6 OR 7 ARE MET

GEOTECHNICAL REPORT SUPERCEDES ALL SUBGRADE RECOMMENDATIONS.

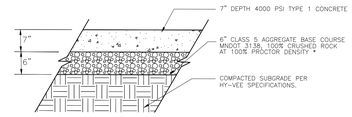
3 LIGHT DUTY BITUMINOUS PAVEMENT
NO SCALE




* RECYCLED CRUSHED CONCRETE DEBRIS AND BITUMINOUS PAVEMENT MAY BE USED AS BASE MATERIAL IF GRADATION SPECIFICATIONS FOR MNDOT CLASS 6 OR 7 ARE MET

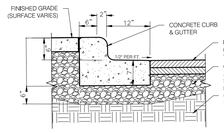
GEOTECHNICAL REPORT SUPERCEDES ALL SUBGRADE RECOMMENDATIONS.

4 HEAVY DUTY BITUMINOUS PAVEMENT
NO SCALE

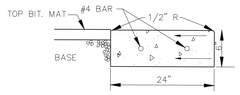



* RECYCLED CRUSHED CONCRETE DEBRIS AND BITUMINOUS PAVEMENT MAY BE USED AS BASE MATERIAL IF GRADATION SPECIFICATIONS FOR MNDOT CLASS 6 OR 7 ARE MET

5 HEAVY DUTY CONCRETE PAVEMENT
NO SCALE




6 B612 CONCRETE OUTFALL CURB AND GUTTER
NO SCALE




7 RIBBON CURB
NO SCALE



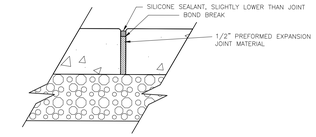

12"x18" WHITE ON BLUE BACKGROUND.

CONTRACTOR TO VERIFY SIGN GRAPHICS AND INSTALLATION WITH STATE AND LOCAL CODES

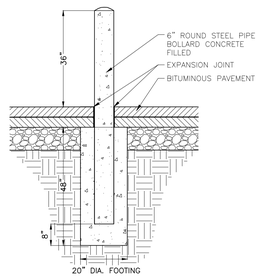
A. 2 SIGNS ON SAME POST, "HANDICAP PARKING" UPPER AND "FINE" LOWER

B. "RESERVED PARKING" SINGLE SIGN

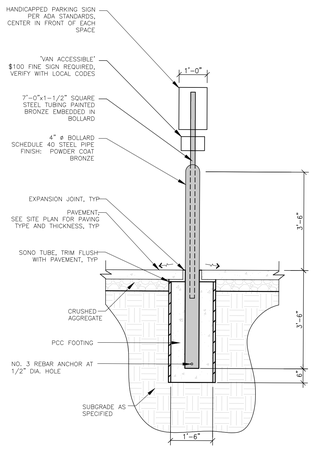
SIGNS MAY BE MOUNTED ON WALLS WHERE POSSIBLE



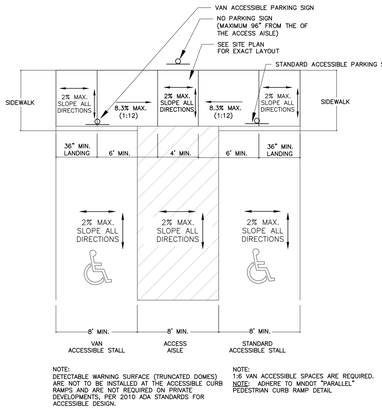

8 EXPANSION JOINT DETAIL
NO SCALE




9 STEEL TUBE CONCRETE BOLLARD
NO SCALE



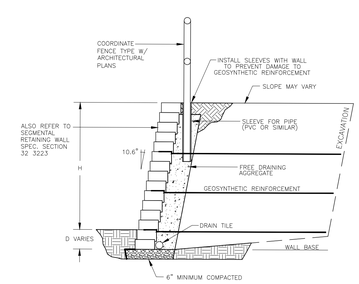

10 TYPE 6B HC BOLLARD
NO SCALE



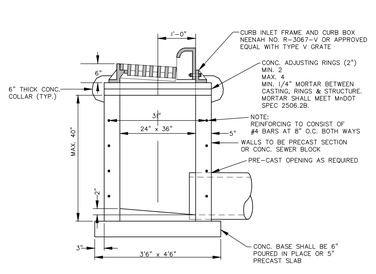

NOTE:
DETECTABLE WARNING SURFACE (TRUNCATED DOMES) ARE NOT TO BE INSTALLED AT THE ACCESSIBLE CURB RAMPS AND ARE NOT REQUIRED ON PRIVATE DEVELOPMENTS, PER 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.

NOTE:
1:0 VAN ACCESSIBLE SPACES ARE REQUIRED.
NOTE: ADHERE TO MNDOT "PARALLEL" PEDESTRIAN CURB RAMP DETAIL

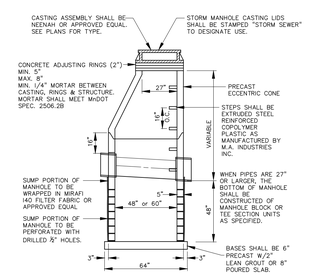
11 ACCESSIBLE PARKING STALLS
NO SCALE



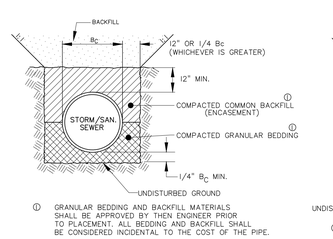

12 CONCRETE MODULAR BLOCK RETAINING WALL
NO SCALE




13 RECTANGULAR CATCH BASIN (2'x3')
NO SCALE



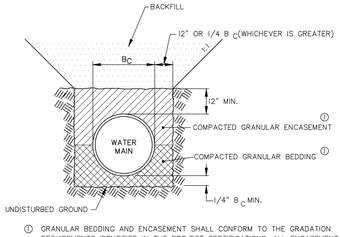

14 SUMP MH/CATCH BASIN
NO SCALE




① GRANULAR BEDDING AND BACKFILL MATERIALS SHALL BE APPROVED BY THEN ENGINEER PRIOR TO PLACEMENT. ALL BEDDING AND BACKFILL SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE PIPE.

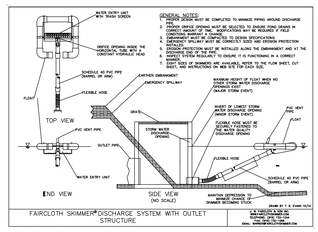
FOR STORM SEWER

15 HDPE/RCP PIPE BEDDING
NO SCALE



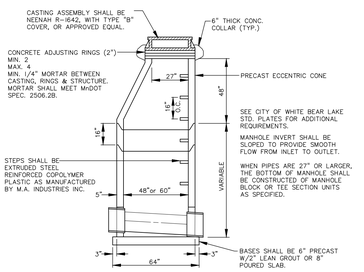

① GRANULAR BEDDING AND ENCASEMENT SHALL CONFORM TO THE GRADATION REQUIREMENTS IDENTIFIED IN THE PROJECT SPECIFICATIONS. ALL ENCASEMENT AND BEDDING SHALL BE CONSIDERED INCIDENTAL TO THE PIPE COST.

16 WATERMAIN PIPE BEDDING
NO SCALE

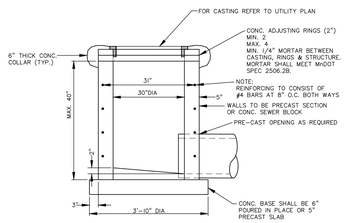



* SEE WEB SITE FOR SIZING REQUIREMENT, BASIN TO DRAIN WITHIN 48 HOURS.

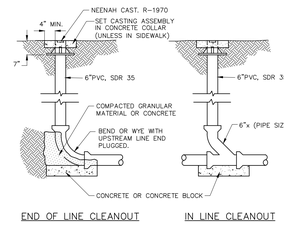
FAIRCLOTH SKIMMER DETAIL [INTERIM GRADING CONDITIONS]
NO SCALE




17 STANDARD MANHOLE/CATCH BSAIN
NO SCALE



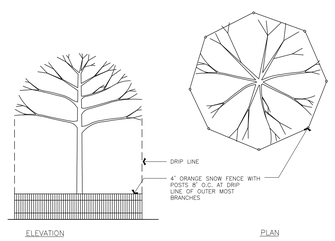

18 CATCHBASIN (30" DIA.)
NO SCALE




END OF LINE CLEANOUT IN LINE CLEANOUT

NOTE:
CLEANOUT TOP SHALL BE ENCLOSED IN CASTING AND/OR FABRICATED COVER ASSEMBLY.

19 CLEAN OUT
NO SCALE




NOTE: TREE PROTECTION SHALL BE PROVIDED BY CONTRACTOR AS REQUIRED TO ENSURE SURVIVABILITY OF EXISTING TREES TO REMAIN. NO HEAVY EQUIPMENT SHALL BE STORED WITHIN THE TREE DRIP LINE AS DESIGNATED ABOVE.

20 TREE PROTECTION FENCE
NO SCALE

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HWY 41 & PEAVEY ROAD
CHASKA, MN

**DETAIL SHEET 1**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

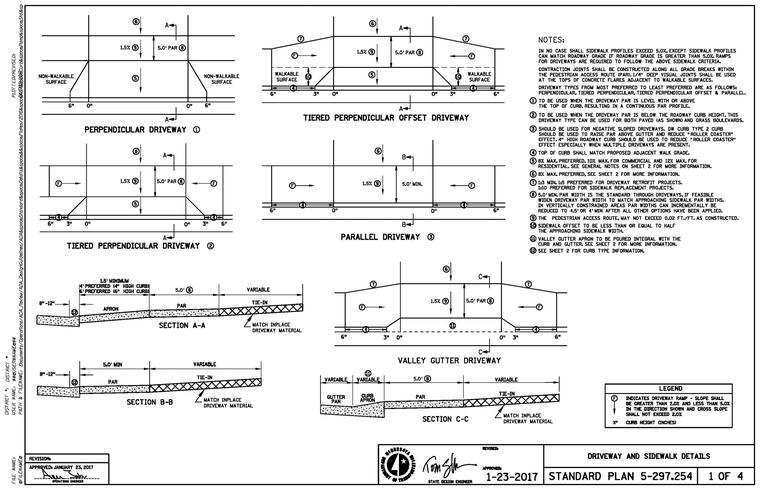
BY DATE

| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**
DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

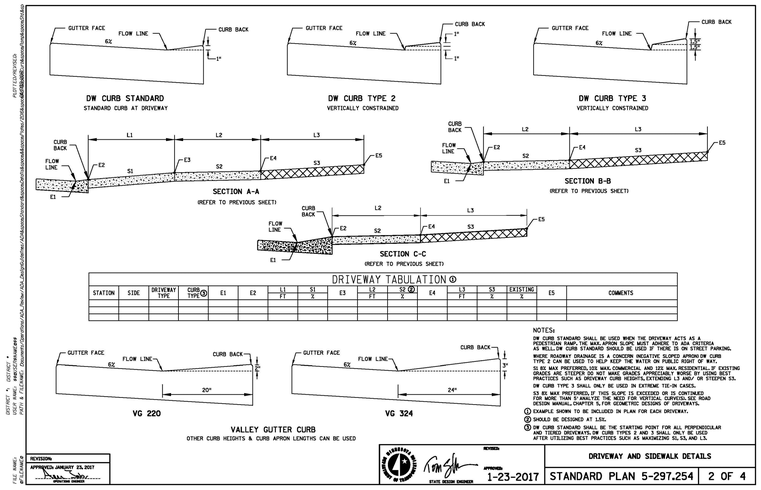
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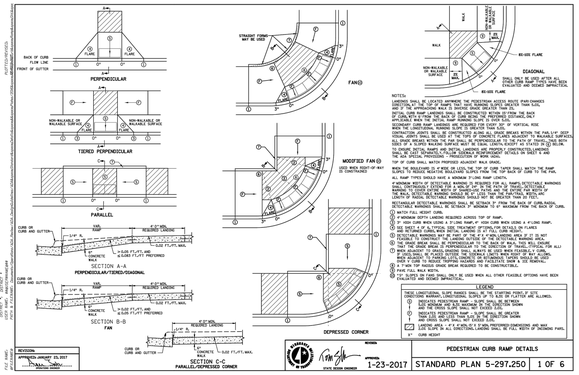

3 C-6.1 MNDOT DRIVEWAY AND SIDEWALK DETAIL

NOT TO SCALE




4 C-6.1 MNDOT DRIVEWAY AND SIDEWALK DETAIL

NOT TO SCALE


PERPENDICULAR
TIERED PERPENDICULAR
PARALLEL
SECTION A-A
PERPENDICULAR/TIERED/DIAGONAL
SECTION B-B
FAN
SECTION C-C
PARALLEL/DEPRESSED CORNER
DIAGONAL
FAN ①
MODIFIED FAN ②
DEPRESSED CORNER
NOTES:
CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR.1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.
TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.
WHEN THE ROLLGRADE IS AT/NEAR OR LESS THE TOP OF FORM TAPER SHALL MATCH THE RAMP. SLOPES TO ENSURE POSITIVE DRAINAGE WITHIN THE TOP 6inch OF CURB TO THE PAR.
ALL RAMP TYPES SHOULD HAVE A MINIMUM FLOWLINE RAMP LENGTH.
DETECTABLE WARNINGS SHALL BE DETECTABLE WARNING SURFACES SHALL BE PLACED SO THAT THE DETECTABLE WARNING SURFACE IS ADJACENT TO & PARALLEL TO THE BACK OF CURB.
DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB.RAISED DETECTABLE WARNINGS SHALL BE SETBACK 6" MINIMUM TO 8" MAXIMUM FROM THE BACK OF CURB.
A MINIMUM DEPTH LANDING REQUIRED ACROSS TOP OF RAMP.
TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.
WHEN THE ROLLGRADE IS AT/NEAR OR LESS THE TOP OF FORM TAPER SHALL MATCH THE RAMP. SLOPES TO ENSURE POSITIVE DRAINAGE WITHIN THE TOP 6inch OF CURB TO THE PAR.
ALL RAMP TYPES SHOULD HAVE A MINIMUM FLOWLINE RAMP LENGTH.
DETECTABLE WARNINGS




**LEGEND:**

- EXISTING TREE TO BE REMOVED
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING CONIFEROUS TREE TO REMAIN
- PROPOSED CURB & GUTTER
- PROPOSED OUTFALL CURB & GUTTER (PROVIDE 5' CURB TRANSITION)
- CURB & GUTTER (BY OTHERS)
- LOT LINE
- PROPERTY LINE
- DRAINAGE & UTILITY EASEMENT
- BUILDING SETBACK
- EXISTING WETLAND
- WETLAND SETBACK
- TREED STEEP SLOPE BUFFER
- TREED STEEP SLOPE BUILDING SETBACK
- APPROXIMATE REMOVAL LIMITS OF EXISTING TREE CANOPY
- APPROXIMATE TREE CANOPY TO REMAIN

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

0 40' 80' 160'
SCALE IN FEET


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**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

# OVERALL TREE PRESERVATION AND REMOVAL PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

BY DATE

| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 5-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | MLS |
| PROJECT NO: | 221-0004 |

L-1.0

Drawing name: X:\2021\210004\plan sheets\210004tree.dwg Oct 11, 2021 - 2:35pm




## LEGEND:

- EXISTING TREE TO BE REMOVED
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING CONIFEROUS TREE TO REMAIN
- PROPOSED CURB & GUTTER
- PROPOSED OUTFALL CURB & GUTTER (PROVIDE 5' CURB TRANSITION)
- CURB & GUTTER (BY OTHERS)
- LOT LINE
- PROPERTY LINE
- DRAINAGE & UTILITY EASEMENT
- BUILDING SETBACK
- WL — EXISTING WETLAND
- WETLAND SETBACK
- TREED STEEP SLOPE BUFFER
- TREED STEEP SLOPE BUILDING SETBACK
- APPROXIMATE REMOVAL LIMITS OF EXISTING TREE CANOPY
- APPROXIMATE TREE CANOPY TO REMAIN


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HWY 41 & PEAVEY ROAD
CHASKA, MN

# TREE PRESERVATION AND REMOVAL PLAN - VIEW 1

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CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

| BY | DATE |
|---|---|
| **DATE** | **ISSUE** |
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| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | MLS |
| PROJECT NO: | 221-0004 |

L-1.1

Drawing name: X:\2021\210004\plan sheets\210004tree.dwg Oct 11, 2021 - 2:35pm




## EXISTING TREE CREDIT & MITIGATION CALCULATION

TOTAL CALIPER INCHES OF OVERSTORY TREES REQUIRED = THE TOTAL GROSS SQUARE FOOTAGE OF ALL FLOORS DIVIDED BY 320

HOTEL AND CONVENTION CENTER PROPERTY:
171,000 S.F. / 320 = 534 CALIPER INCHES REQUIRED

COSTCO PROPERTY:
164,485 S.F. (2 FLOORS) = 328,970 S.F. / 320 = 1,028 CALIPER INCHES REQUIRED

TOTAL CALIPER INCHES REQUIRED = 534 + 1,028 = 1,562 CALIPER INCHES REQUIRED

TOTAL SIGNIFICANT CALIPER INCHES SURVEYED: 3,002 INCHES
TOTAL SIGNIFICANT CALIPER INCHES REMOVED: 2,267 INCHES
TOTAL SIGNIFICANT CALIPER INCHES PRESERVED: 765 INCHES PRESERVED

1,562 REQUIRED CALIPER INCHES – 765 PRESERVED CALIPER INCHES = 797 CALIPER INCHES TO BE REPLACED

(TREE REPLACEMENT TO BE ARCHIVED ON BOTH PROPERTIES DUE TO LACK OF AVAILABLE PLANTING SPACE PROVIDED ON THE COSTCO SITE DUE TO RETAINING WALLS)

NOTE: REFER TO LANDSCAPE PLAN TO MITIGATION AND REPLACEMENT CALCULATIONS

## LEGEND:

- EXISTING TREE TO BE REMOVED
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING CONIFEROUS TREE TO REMAIN
- PROPOSED CURB & GUTTER
- PROPOSED OUTFALL CURB & GUTTER (PROVIDE 5' CURB TRANSITION)
- CURB & GUTTER (BY OTHERS)
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- WL — EXISTING WETLAND
- WETLAND SETBACK
- TREED STEEP SLOPE BUFFER
- TREED STEEP SLOPE BUILDING SETBACK
- APPROXIMATE REMOVAL LIMITS OF EXISTING TREE CANOPY
- APPROXIMATE TREE CANOPY TO REMAIN

0 20' 40' 80'
SCALE IN FEET

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CHASKA, MN

# TREE PRESERVATION AND REMOVAL PLAN - VIEW 2

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

BY DATE

| DATE | ISSUE |
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| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**
DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

L-1.2

Drawing name: X:\2021\210004\plan sheets\210004tree.dwg Oct 11, 2021 - 2:36pm


EXISTING TREE CANOPY TO BE REMOVED DURING MASS GRADING OPERATIONS
REPAIR EXISTING EROSION, FILL WITH SOIL, PROVIDE SEED AND EROSION CONTROL BLANKET. COORDINATE WITH CITY
CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD
RAILROAD TRACKS
OAK RIDGE DRIVE
NO. 41
B20E BLDG 1
B20E BLDG 2
B20E BLDG 3
B20E BLDG 4
B20E BLDG 5
B20E BLDG 6
B20E BLDG 12
B20E BLDG 13
B20E BLDG 14
B20E BLDG 15
B20E BLDG 16
B20E BLDG 17
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| Point Number | Type | Species | Inches | Significant | Removal | Significant Inches Removed |
|---|---|---|---|---|---|---|
| 1251 | Deciduous | Oak | 25 | X | X | 25 |
| 1252 | Deciduous | Elm | 8 | X | X | 8 |
| 1253 | Deciduous | Oak | 21 | X | X | 21 |
| 1254 | Deciduous | Oak | 24 | X | X | 24 |
| 1255 | Deciduous | Maple | 38 | X | X | 38 |
| 1256 | Deciduous | Ash | 10 | X | X | 10 |
| 1257 | Deciduous | Ash | 12 | X | X | 12 |
| 1258 | Deciduous | Oak | 8 | X | X | 8 |
| 1259 | Deciduous | Oak | 8 | X | X | 8 |
| 1260 | Deciduous | Ash | 8 | X | X | 8 |
| 1261 | Deciduous | Elm | 6 | X | X | 6 |
| 1262 | Deciduous | Ash | 12 | X | X | 12 |
| 1263 | Deciduous | Elm | 13 | X | X | 13 |
| 1264 | Deciduous | Oak | 34 | X | X | 34 |
| 1265 | Deciduous | Elm | 8 | X | X | 8 |
| 1266 | Deciduous | Oak | 26 | X | X | 26 |
| 1267 | Deciduous | Cherry | 6 | X | X | 6 |
| 1268 | Deciduous | Ash | 8 | X | X | 8 |
| 1269 | Deciduous | Oak | 26 | X | X | 26 |
| 1270 | Deciduous | Oak | 26 | X | X | 26 |
| 1271 | Deciduous | Oak | 24 | X | X | 24 |
| 1272 | Deciduous | Oak | 34 | X | X | 34 |
| 1273 | Deciduous | Cherry | 6 | X | X | 6 |
| 1274 | Deciduous | Ash | 6 | X | X | 6 |
| 1275 | Deciduous | Ash | 10 | X | X | 10 |
| 1276 | Deciduous | Ash | 6 | X | X | 6 |
| 1277 | Deciduous | Ash | 6 | X | X | 6 |
| 1278 | Deciduous | Ash | 6 | X | X | 6 |
| 1279 | Deciduous | Oak | 27 | X | X | 27 |
| 1280 | Deciduous | Ash | 7 | X | X | 7 |
| 1281 | Deciduous | Oak | 34 | X | X | 34 |
| 1282 | Deciduous | Cherry | 9 | X | X | 9 |
| 1283 | Deciduous | Oak | 29 | X | X | 29 |
| 1284 | Deciduous | Cherry | 8 | X | X | 8 |
| 1285 | Deciduous | Ash | 9 | X | X | 9 |
| 1286 | Deciduous | Ash | 6 | X | X | 6 |
| 1287 | Deciduous | Ash | 7 | X | X | 7 |
| 1288 | Deciduous | Cedar | 10 | X | X | 10 |
| 1289 | Deciduous | Cedar | 9 | X | X | 9 |
| 1290 | Deciduous | Ash | 8 | X | X | 8 |
| 1291 | Deciduous | Ash | 8 | X | X | 8 |
| 1292 | Deciduous | Cedar | 7 | X | X | 7 |
| 1293 | Deciduous | Cedar | 7 | X | X | 7 |
| 1294 | Deciduous | Cedar | 6 | X | X | 6 |
| 1295 | Deciduous | Cedar | 6 | X | X | 6 |
| 1296 | Deciduous | Cedar | 9 | X | X | 9 |
| 1297 | Deciduous | Cedar | 9 | X | X | 9 |
| 1298 | Deciduous | Cedar | 7 | X | X | 7 |
| 1299 | Deciduous | Cedar | 7 | X | X | 7 |
| 1300 | Deciduous | Ash | 8 | X | X | 8 |
| 1301 | Deciduous | Ash | 8 | X | X | 8 |
| 1302 | Deciduous | Box Elder | 7 | X | X | 7 |
| 1303 | Deciduous | Ash | 9 | X | X | 9 |
| 1304 | Deciduous | Ash | 8 | X | X | 8 |
| 1305 | Deciduous | Ash | 6 | X | X | 6 |
| 1306 | Deciduous | Oak | 10 | X | X | 10 |
| 1307 | Deciduous | Elm | 6 | X | X | 6 |
| 1308 | Deciduous | Cedar | 6 | X | X | 6 |
| 1309 | Deciduous | Ash | 6 | X | X | 6 |
| 1310 | Deciduous | Ash | 6 | Steep Slope/Buffer | | |
| 1311 | Deciduous | Ash | 6 | Steep Slope/Buffer | | |
| 1312 | Deciduous | Ash | 6 | X | X | 6 |
| 1313 | Deciduous | Oak | 7 | X | X | 7 |
| 1314 | Deciduous | Oak | 7 | X | X | 7 |
| 1315 | Deciduous | Oak | 10 | X | X | 10 |
| 1316 | Deciduous | Cedar | 6 | X | X | 6 |
| 1317 | Deciduous | Oak | 10 | X | X | 10 |
| 1318 | Deciduous | Oak | 6 | X | X | 6 |
| 1319 | Deciduous | Cherry | 6 | X | X | 6 |
| 1320 | Deciduous | Cherry | 6 | X | | |
| 1321 | Deciduous | Oak | 40 | Steep Slope/Buffer | | |
| 1322 | Deciduous | Elm | 8 | X | | |
| 1323 | Deciduous | Cedar | 6 | X | X | 6 |
| 1324 | Deciduous | Cedar | 12 | X | X | 12 |
| 1325 | Deciduous | Cedar | 7 | X | X | 7 |
| 1326 | Deciduous | Elm | 6 | X | X | 6 |
| 1327 | Deciduous | Ash | 7 | X | X | 7 |
| 1328 | Deciduous | Ash | 6 | X | X | 6 |
| 1329 | Deciduous | Ash | 10 | X | X | 10 |
| 1330 | Deciduous | Ash | 6 | X | X | 6 |
| 1331 | Deciduous | Ash | 6 | X | X | 6 |
| 1332 | Deciduous | Ash | 8 | X | X | 8 |
| 1333 | Deciduous | Ash | 6 | X | X | 6 |
| 1334 | Deciduous | Cedar | 8 | X | X | 8 |
| 1335 | Deciduous | Cedar | 8 | X | X | 8 |
| 1336 | Deciduous | Cedar | 8 | X | X | 8 |
| 1337 | Deciduous | Cedar | 6 | X | X | 6 |
| 1338 | Deciduous | Aspen | 8 | X | X | 8 |
| 1339 | Deciduous | Cherry | 6 | X | X | 6 |
| 1340 | Deciduous | Cherry | 6 | X | X | 6 |
| 1341 | Deciduous | Cedar | 8 | X | X | 8 |
| 1342 | Deciduous | Cedar | 6 | X | X | 6 |
| 1343 | Deciduous | Cedar | 7 | X | X | 7 |
| 1344 | Deciduous | Cedar | 8 | X | X | 8 |
| 1345 | Deciduous | Cherry | 6 | X | X | 6 |
| 1346 | Deciduous | Cedar | 7 | X | X | 7 |
| 1347 | Deciduous | Aspen | 8 | X | X | 8 |
| 1348 | Deciduous | Elm | 8 | X | X | 8 |
| 1349 | Deciduous | Aspen | 7 | X | X | 7 |
| 1350 | Coniferous | Red Pine | 10 | X | X | 10 |
| 1351 | Deciduous | Cedar | 12 | X | X | 12 |
| 1352 | Deciduous | Aspen | 7 | X | X | 7 |
| 1353 | Deciduous | Cedar | 10 | X | X | 10 |
| 1354 | Deciduous | Aspen | 6 | X | X | 6 |
| 1355 | Deciduous | Cedar | 10 | X | X | 10 |
| 1356 | Deciduous | Cedar | 11 | X | X | 11 |
| 1357 | Deciduous | Ash | 6 | X | X | 6 |
| 1358 | Deciduous | Ash | 8 | X | X | 8 |
| 1359 | Deciduous | Ash | 7 | X | X | 7 |
| 1360 | Deciduous | Ash | 7 | X | X | 7 |
| 1361 | Deciduous | Ash | 6 | X | X | 6 |
| 1362 | Deciduous | Ash | 6 | X | X | 6 |
| 1363 | Deciduous | Ash | 6 | X | X | 6 |
| 1364 | Deciduous | Ash | 6 | X | X | 6 |
| 1365 | Deciduous | Aspen | 7 | X | X | 7 |
| 1366 | Deciduous | Ash | 7 | X | X | 7 |
| 1367 | Deciduous | Aspen | 6 | X | X | 6 |
| 1368 | Deciduous | Cedar | 7 | X | X | 7 |
| 1369 | Deciduous | Cedar | 10 | X | X | 10 |
| 1370 | Deciduous | Cedar | 6 | X | X | 6 |
| 1371 | Deciduous | Cedar | 7 | X | X | 7 |
| 1372 | Deciduous | Cedar | 6 | X | X | 6 |
| 1373 | Deciduous | Cedar | 6 | X | X | 6 |
| 1374 | Deciduous | Cedar | 6 | X | X | 6 |
| 1375 | Deciduous | Cedar | 8 | X | X | 8 |
| 1376 | Deciduous | Cedar | 6 | X | X | 6 |
| 1377 | Deciduous | Cedar | 7 | X | X | 7 |
| 1378 | Deciduous | Cedar | 6 | X | X | 6 |
| 1379 | Deciduous | Cedar | 9 | X | X | 9 |

| Point Number | Type | Species | Inches | Significant | Removal | Significant Inches Removed |
|---|---|---|---|---|---|---|
| 1380 | Deciduous | Cedar | 6 | X | X | 6 |
| 1381 | Deciduous | Cedar | 8 | X | X | 8 |
| 1382 | Deciduous | Cedar | 6 | X | X | 6 |
| 1383 | Deciduous | Cedar | 11 | X | X | 11 |
| 1384 | Deciduous | Cherry | 6 | X | X | 6 |
| 1385 | Deciduous | Cedar | 11 | X | X | 11 |
| 1386 | Deciduous | Cedar | 9 | X | X | 9 |
| 1387 | Deciduous | Cedar | 8 | X | X | 8 |
| 1388 | Deciduous | Cedar | 7 | X | X | 7 |
| 1389 | Deciduous | Cedar | 6 | X | X | 6 |
| 1390 | Deciduous | Cedar | 8 | X | X | 8 |
| 1391 | Deciduous | Cedar | 7 | X | X | 7 |
| 1392 | Deciduous | Cedar | 12 | X | X | 12 |
| 1393 | Deciduous | Oak | 6 | X | X | 6 |
| 1394 | Deciduous | Cedar | 6 | X | X | 6 |
| 1395 | Deciduous | Cedar | 9 | X | X | 9 |
| 1396 | Deciduous | Cedar | 8 | X | X | 8 |
| 1397 | Deciduous | Cedar | 6 | X | X | 6 |
| 1398 | Deciduous | Cedar | 9 | X | X | 9 |
| 1399 | Deciduous | Cedar | 7 | X | X | 7 |
| 1400 | Deciduous | Cedar | 7 | X | X | 7 |
| 1401 | Deciduous | Ash | 7 | X | X | 7 |
| 1402 | Deciduous | Cherry | 8 | X | X | 8 |
| 1403 | Deciduous | Ash | 6 | X | X | 6 |
| 1404 | Deciduous | Cedar | 13 | X | X | 13 |
| 1405 | Deciduous | Cedar | 6 | X | X | 6 |
| 1406 | Deciduous | Cedar | 7 | X | X | 7 |
| 1407 | Deciduous | Ash | 6 | X | X | 6 |
| 1408 | Deciduous | Ash | 6 | X | X | 6 |
| 1409 | Deciduous | Ash | 15 | X | X | 15 |
| 1410 | Deciduous | Ash | 8 | X | X | 8 |
| 1411 | Deciduous | Ash | 7 | X | X | 7 |
| 1412 | Deciduous | Ash | 9 | X | X | 9 |
| 1413 | Deciduous | Ash | 6 | X | X | 6 |
| 1414 | Deciduous | Ash | 6 | X | X | 6 |
| 1415 | Deciduous | Ash | 6 | X | X | 6 |
| 1416 | Deciduous | Cherry | 7 | X | X | 7 |
| 1417 | Deciduous | Ash | 7 | X | X | 7 |
| 1418 | Deciduous | Ash | 6 | X | X | 6 |
| 1419 | Deciduous | Ash | 7 | X | X | 7 |
| 1420 | Deciduous | Ash | 6 | X | | |
| 1421 | Deciduous | Ash | 7 | X | X | 7 |
| 1422 | Deciduous | Ash | 6 | X | X | 6 |
| 1423 | Deciduous | Ash | 6 | X | X | 6 |
| 1424 | Deciduous | Ash | 8 | X | X | 8 |
| 1425 | Deciduous | Ash | 6 | X | X | 6 |
| 1426 | Deciduous | Ash | 8 | X | X | 8 |
| 1427 | Deciduous | Ash | 6 | X | X | 6 |
| 1428 | Deciduous | Ash | 7 | X | X | 7 |
| 1429 | Deciduous | Ash | 6 | X | X | 6 |
| 1430 | Deciduous | Ash | 7 | X | X | 7 |
| 1431 | Deciduous | Ash | 9 | X | X | 9 |
| 1432 | Deciduous | Cottonwood | 19 | X | X | 19 |
| 1433 | Deciduous | Cottonwood | 26 | X | X | 26 |
| 1434 | Deciduous | Box Elder | 13 | X | X | 13 |
| 1435 | Deciduous | Ash | 12 | X | X | 12 |
| 1436 | Deciduous | Ash | 15 | X | X | 15 |
| 1437 | Deciduous | Ash | 11 | X | X | 11 |
| 1438 | Deciduous | Ash | 14 | X | X | 14 |
| 1439 | Deciduous | Ash | 14 | X | X | 14 |
| 1440 | Deciduous | Ash | 15 | X | X | 15 |
| 1441 | Deciduous | Box Elder | 7 | X | X | 7 |
| 1442 | Deciduous | Ash | 6 | X | X | 6 |
| 1443 | Deciduous | Ash | 6 | X | X | 6 |
| 1444 | Deciduous | Ash | 6 | X | X | 6 |
| 1445 | Deciduous | Ash | 6 | X | X | 6 |
| 1446 | Deciduous | Ash | 7 | X | X | 7 |
| 1447 | Deciduous | Ash | 8 | X | X | 8 |
| 1448 | Deciduous | Ash | 7 | X | X | 7 |
| 1449 | Deciduous | Ash | 7 | X | X | 7 |
| 1450 | Deciduous | Ash | 8 | X | X | 8 |
| 1451 | Deciduous | Ash | 6 | X | X | 6 |
| 1452 | Deciduous | Ash | 6 | X | X | 6 |
| 1453 | Deciduous | Ash | 7 | X | X | 7 |
| 1454 | Deciduous | Ash | 6 | X | X | 6 |
| 1455 | Deciduous | Ash | 7 | X | X | 7 |
| 1456 | Deciduous | Ash | 10 | X | X | 10 |
| 1457 | Deciduous | Ash | 8 | X | X | 8 |
| 1458 | Deciduous | Ash | 7 | X | X | 7 |
| 1459 | Deciduous | Ash | 8 | X | X | 8 |
| 1460 | Deciduous | Ash | 7 | X | X | 7 |
| 1461 | Deciduous | Box Elder | 12 | X | X | 12 |
| 1462 | Deciduous | Box Elder | 8 | X | X | 8 |
| 1463 | Deciduous | Ash | 7 | X | X | 7 |
| 1464 | Deciduous | Box Elder | 10 | X | X | 10 |
| 1465 | Deciduous | Cottonwood | 12 | X | X | 12 |
| 1466 | Deciduous | Box Elder | 15 | X | X | 15 |
| 1467 | Deciduous | Ash | 10 | X | X | 10 |
| 1468 | Deciduous | Ash | 12 | X | X | 12 |
| 1469 | Deciduous | Ash | 12 | X | X | 12 |
| 1470 | Deciduous | Ash | 7 | X | X | 7 |
| 1471 | Deciduous | Box Elder | 6 | X | X | 6 |
| 1472 | Deciduous | Ash | 10 | X | X | 10 |
| 1473 | Deciduous | Box Elder | 8 | X | X | 8 |
| 1474 | Deciduous | Ash | 20 | X | X | 20 |
| 1475 | Deciduous | Box Elder | 15 | X | X | 15 |
| 1476 | Deciduous | Box Elder | 11 | X | X | 11 |
| 1477 | Deciduous | Box Elder | 18 | X | X | 18 |
| 1478 | Deciduous | Box Elder | 13 | X | X | 13 |
| 1479 | Deciduous | Ash | 6 | X | X | 6 |
| 1480 | Deciduous | Ash | 6 | X | X | 6 |
| 1481 | Deciduous | Ash | 15 | X | X | 15 |
| 1482 | Deciduous | Ash | 6 | X | X | 6 |
| 1483 | Deciduous | Ash | 15 | X | X | 15 |
| 1484 | Deciduous | Ash | 10 | X | X | 10 |
| 1485 | Deciduous | Ash | 11 | X | X | 11 |
| 1486 | Deciduous | Ash | 10 | X | X | 10 |
| 1487 | Deciduous | Ash | 6 | X | X | 6 |
| 1488 | Deciduous | Ash | 6 | X | X | 6 |
| 1489 | Deciduous | Ash | 6 | X | X | 6 |
| 1490 | Deciduous | Ash | 7 | X | X | 7 |
| 1491 | Deciduous | Ash | 9 | X | X | 9 |
| 1492 | Deciduous | Ash | 7 | X | X | 7 |
| 1493 | Deciduous | Box Elder | 12 | X | X | 12 |
| 1494 | Deciduous | Ash | 6 | X | X | 6 |
| 1495 | Coniferous | Spruce | 13 | X | X | 13 |
| 1496 | Coniferous | Spruce | 12 | X | X | 12 |
| 1497 | Coniferous | Spruce | 14 | X | X | 14 |
| 1498 | Deciduous | Box Elder | 6 | X | X | 6 |
| 1499 | Deciduous | Box Elder | 6 | X | X | 6 |
| 1500 | Deciduous | Box Elder | 6 | X | X | 6 |
| 1501 | Deciduous | Maple | 6 | X | X | 6 |
| 1502 | Deciduous | Box Elder | 6 | X | X | 6 |
| 1503 | Deciduous | Box Elder | 7 | X | X | 7 |
| 1504 | Coniferous | Spruce | 14 | X | X | 14 |
| 1505 | Coniferous | Spruce | 16 | X | X | 16 |
| 1506 | Deciduous | Box Elder | 13 | X | X | 13 |
| 1507 | Deciduous | Box Elder | 6 | X | X | 6 |
| 1508 | Deciduous | Box Elder | 8 | X | X | 8 |

| Point Number | Type | Species | Inches | Significant | Removal | Significant Inches Removed |
|---|---|---|---|---|---|---|
| 1509 | Deciduous | Box Elder | 9 | X | X | 9 |
| 1510 | Coniferous | Spruce | 14 | X | X | 14 |
| 1511 | Coniferous | Spruce | 17 | X | X | 17 |
| 1512 | Deciduous | Ash | 7 | X | X | 7 |
| 1513 | Deciduous | Box Elder | 7 | X | X | 7 |
| 1514 | Deciduous | Box Elder | 13 | X | X | 13 |
| 1515 | Deciduous | Elm | 11 | X | X | 11 |
| 1516 | Deciduous | Elm | 9 | X | X | 9 |
| 1517 | Deciduous | Ash | 7 | X | X | 7 |
| 1518 | Deciduous | Hackberry | 7 | X | X | 7 |
| 1519 | Coniferous | Spruce | 11 | X | X | 11 |
| 1520 | Coniferous | Spruce | 11 | X | X | 11 |
| 1521 | Deciduous | Box Elder | 6 | X | X | 6 |
| 1522 | Coniferous | Spruce | 11 | X | X | 11 |
| 1523 | Coniferous | Spruce | 11 | X | X | 11 |
| 1524 | Deciduous | Ash | 8 | X | X | 8 |
| 1525 | Deciduous | Ash | 8 | X | X | 8 |
| 1526 | Coniferous | Spruce | 15 | X | X | 15 |
| 1527 | Deciduous | Ash | 8 | X | X | 8 |
| 1528 | Deciduous | Ash | 7 | X | X | 7 |
| 1529 | Deciduous | Ash | 6 | X | X | 6 |
| 1530 | Coniferous | Spruce | 13 | X | X | 13 |
| 1531 | Coniferous | Spruce | 14 | X | X | 14 |
| 1532 | Coniferous | Spruce | 13 | X | X | 13 |
| 1533 | Deciduous | Elm | 18 | X | X | 18 |
| 1534 | Coniferous | Spruce | 20 | X | X | 20 |
| 1535 | Deciduous | Ash | 11 | X | X | 11 |
| 1536 | Deciduous | Box Elder | 13 | X | X | 13 |
| 1537 | Deciduous | Box Elder | 13 | X | X | 13 |
| 1538 | Deciduous | Box Elder | 13 | X | X | 13 |
| 1539 | Deciduous | Box Elder | 7 | X | X | 7 |
| 1540 | Deciduous | Box Elder | 12 | X | X | 12 |
| 1541 | Deciduous | Ash | 12 | X | X | 12 |
| 1542 | Deciduous | Box Elder | 10 | X | X | 10 |
| 1543 | Deciduous | Box Elder | 8 | X | X | 8 |
| 1544 | Deciduous | Box Elder | 19 | X | X | 19 |
| 1545 | Deciduous | Box Elder | 7 | X | X | 7 |
| 1546 | Deciduous | Box Elder | 8 | X | X | 8 |
| 1547 | Deciduous | Box Elder | 13 | X | X | 13 |
| 1548 | Deciduous | Box Elder | 10 | X | X | 10 |
| 1549 | Deciduous | Box Elder | 17 | X | X | 17 |
| 1550 | Deciduous | Ash | 7 | X | X | 7 |
| 1551 | Deciduous | Aspen | 6 | X | X | 6 |
| 1552 | Deciduous | Aspen | 6 | X | X | 6 |
| 1553 | Deciduous | Aspen | 7 | X | X | 7 |
| 1554 | Deciduous | Aspen | 6 | X | X | 6 |
| 1555 | Deciduous | Aspen | 7 | X | X | 7 |
| 1556 | Deciduous | Cottonwood | 9 | X | X | 9 |
| 1557 | Deciduous | Cottonwood | 7 | X | X | 7 |
| 1558 | Deciduous | Aspen | 6 | X | X | 6 |
| 1559 | Deciduous | Aspen | 6 | X | X | 6 |
| 1560 | Deciduous | Aspen | 7 | X | X | 7 |
| 1561 | Deciduous | Aspen | 6 | X | X | 6 |
| 1562 | Deciduous | Cottonwood | 6 | X | X | 6 |
| 1563 | Deciduous | Aspen | 7 | X | X | 7 |
| 1564 | Deciduous | Aspen | 8 | X | X | 8 |
| 1565 | Deciduous | Aspen | 7 | X | X | 7 |
| 1566 | Deciduous | Ash | 6 | X | X | 6 |
| 1567 | Deciduous | Aspen | 7 | X | X | 7 |
| 1568 | Deciduous | Aspen | 7 | X | X | 7 |
| 1569 | Deciduous | Aspen | 7 | X | X | 7 |
| 1570 | Deciduous | Aspen | 7 | X | X | 7 |
| 1571 | Deciduous | Aspen | 6 | X | X | 6 |
| 1572 | Deciduous | Aspen | 6 | X | X | 6 |
| 1573 | Deciduous | Aspen | 6 | X | X | 6 |
| 1574 | Deciduous | Aspen | 6 | X | X | 6 |
| 1575 | Deciduous | Aspen | 8 | X | X | 8 |
| 1576 | Deciduous | Aspen | 8 | X | X | 8 |
| 1577 | Deciduous | Aspen | 7 | X | X | 7 |
| 1578 | Deciduous | Aspen | 6 | X | X | 6 |
| 1579 | Deciduous | Aspen | 7 | X | X | 7 |
| 1580 | Deciduous | Aspen | 6 | X | X | 6 |
| 1581 | Deciduous | Aspen | 9 | X | X | 9 |
| 1582 | Deciduous | Aspen | 10 | X | X | 10 |
| 1583 | Deciduous | Aspen | 8 | X | X | 8 |
| 1584 | Deciduous | Aspen | 6 | X | X | 6 |
| 1585 | Deciduous | Elm | 6 | X | X | 6 |
| 1586 | Deciduous | Aspen | 6 | X | X | 6 |
| 1587 | Deciduous | Aspen | 8 | X | X | 8 |
| 1588 | Deciduous | Aspen | 7 | X | X | 7 |
| 1589 | Deciduous | Aspen | 7 | X | X | 7 |
| 1590 | Deciduous | Aspen | 8 | X | X | 8 |
| 1591 | Deciduous | Aspen | 8 | X | X | 8 |
| 1592 | Deciduous | Aspen | 7 | X | X | 7 |
| 1593 | Deciduous | Aspen | 8 | X | X | 8 |
| 1594 | Deciduous | Aspen | 8 | X | X | 8 |
| 1595 | Deciduous | Aspen | 9 | X | X | 9 |
| 1596 | Deciduous | Aspen | 6 | X | X | 6 |
| 1597 | Deciduous | Aspen | 8 | X | X | 8 |
| 1598 | Deciduous | Aspen | 6 | X | X | 6 |
| 1599 | Deciduous | Aspen | 6 | X | X | 6 |
| 1600 | Deciduous | Aspen | 6 | X | X | 6 |
| 1601 | Deciduous | Aspen | 6 | X | X | 6 |
| 1602 | Deciduous | Aspen | 6 | X | X | 6 |
| 1603 | Deciduous | Aspen | 6 | X | X | 6 |
| 1604 | Deciduous | Aspen | 7 | X | X | 7 |
| 1605 | Deciduous | Aspen | 7 | X | X | 7 |
| 1606 | Deciduous | Aspen | 7 | X | X | 7 |
| 1607 | Deciduous | Aspen | 7 | X | X | 7 |
| 1608 | Deciduous | Aspen | 8 | X | X | 8 |
| 1609 | Deciduous | Aspen | 8 | X | X | 8 |
| 1610 | Deciduous | Aspen | 8 | X | X | 8 |
| 1611 | Deciduous | Cedar | 6 | X | X | 6 |
| 1612 | Deciduous | Aspen | 6 | X | X | 6 |
| 1613 | Deciduous | Aspen | 7 | X | X | 7 |
| 1614 | Deciduous | Aspen | 7 | X | X | 7 |
| 1615 | Deciduous | Cedar | 7 | X | X | 7 |
| 1616 | Deciduous | Aspen | 6 | X | X | 6 |
| 1617 | Deciduous | Aspen | 7 | X | X | 7 |
| 1618 | Deciduous | Aspen | 6 | X | X | 6 |
| 1619 | Deciduous | Aspen | 7 | X | X | 7 |
| 1620 | Deciduous | Aspen | 7 | X | X | 7 |
| 1621 | Deciduous | Aspen | 7 | X | X | 7 |
| 1622 | Deciduous | Aspen | 8 | X | X | 8 |
| 1623 | Deciduous | Aspen | 6 | X | X | 6 |
| 1624 | Deciduous | Aspen | 6 | X | X | 6 |
| 1625 | Deciduous | Aspen | 9 | X | X | 9 |
| 1626 | Deciduous | Aspen | 7 | X | X | 7 |
| 1627 | Deciduous | Aspen | 7 | X | X | 7 |
| 1628 | Deciduous | Aspen | 8 | X | X | 8 |
| 1629 | Deciduous | Aspen | 8 | X | X | 8 |
| 1630 | Deciduous | Aspen | 6 | X | X | 6 |
| 1631 | Deciduous | Aspen | 6 | X | X | 6 |
| 1632 | Deciduous | Aspen | 7 | X | X | 7 |
| 1633 | Deciduous | Aspen | 7 | X | X | 7 |
| 1634 | Deciduous | Cottonwood | 7 | X | X | 7 |
| 1635 | Deciduous | Aspen | 12 | X | X | 12 |
| 1636 | Deciduous | Cedar | 6 | X | X | 6 |
| 1637 | Deciduous | Box Elder | 11 | X | X | 11 |

| Point Number | Type | Species | Inches | Significant | Removal | Significant Inches Removed |
|---|---|---|---|---|---|---|
| 1638 | Deciduous | Box Elder | 12 | X | X | 12 |
| 1639 | Deciduous | Box Elder | 7 | X | X | 7 |
| 1640 | Deciduous | Box Elder | 16 | X | X | 16 |
| 1641 | Deciduous | Box Elder | 10 | X | X | 10 |
| 1642 | Deciduous | Box Elder | 12 | X | X | 12 |
| 1643 | Deciduous | Box Elder | 12 | X | X | 12 |
| 1644 | Deciduous | Box Elder | 14 | X | X | 14 |
| 1645 | Deciduous | Box Elder | 6 | X | X | 6 |
| 1646 | Deciduous | Ash | 10 | X | X | 10 |
| 1647 | Deciduous | Box Elder | 10 | X | X | 10 |
| 1648 | Deciduous | Box Elder | 12 | X | X | 12 |
| 1649 | Deciduous | Box Elder | 9 | X | X | 9 |
| 1650 | Deciduous | Ash | 13 | X | X | 13 |
| 1651 | Deciduous | Box Elder | 8 | X | X | 8 |
| 1652 | Deciduous | Ash | 10 | X | X | 10 |
| 1653 | Deciduous | Ash | 10 | X | X | 10 |
| 1654 | Deciduous | Box Elder | 7 | X | X | 7 |
| 1655 | Deciduous | Box Elder | 6 | X | X | 6 |
| 1656 | Deciduous | Ash | 9 | X | X | 9 |
| 1657 | Deciduous | Box Elder | 8 | X | X | 8 |
| 1658 | Deciduous | Ash | 9 | X | X | 9 |
| 1659 | Deciduous | Ash | 8 | X | X | 8 |
| 1660 | Deciduous | Ash | 6 | X | X | 6 |
| 1661 | Deciduous | Ash | 7 | X | X | 7 |
| 1666 | Coniferous | Red Pine | 13 | X | X | 13 |
| 1667 | Coniferous | Red Pine | 14 | X | X | 14 |
| 1668 | Deciduous | Box Elder | 12 | X | X | 12 |
| 1669 | Deciduous | Cedar | 11 | X | X | 11 |
| 1670 | Deciduous | Cedar | 11 | X | X | 11 |
| 1671 | Deciduous | Cherry | 8 | X | X | 8 |
| 1672 | Deciduous | Ash | 13 | X | X | 13 |
| 1673 | Deciduous | Ash | 6 | X | X | 6 |
| 1674 | Deciduous | Cedar | 6 | X | X | 6 |
| 1675 | Deciduous | Cedar | 6 | X | X | 6 |
| 1676 | Deciduous | Ash | 6 | X | X | 6 |
| 1677 | Deciduous | Cedar | 11 | X | X | 11 |
| 1678 | Deciduous | Ash | 8 | X | X | 8 |
| 1679 | Deciduous | Cedar | 9 | X | X | 9 |
| 1680 | Deciduous | Ash | 6 | X | X | 6 |
| 1681 | Deciduous | Ash | 6 | X | X | 6 |
| 1682 | Deciduous | Cedar | 7 | X | X | 7 |
| 1683 | Deciduous | Cedar | 8 | X | X | 8 |
| 1684 | Deciduous | Cedar | 6 | X | X | 6 |
| 1685 | Deciduous | Cedar | 8 | X | X | 8 |
| 1686 | Deciduous | Ash | 6 | X | X | 6 |
| 1687 | Deciduous | Cedar | 6 | X | X | 6 |
| 1688 | Deciduous | Cedar | 12 | X | X | 12 |
| 1689 | Deciduous | Cedar | 12 | X | X | 12 |
| 1690 | Deciduous | Ash | 8 | X | X | 8 |
| 1691 | Deciduous | Cedar | 13 | X | X | 13 |
| 1692 | Deciduous | Ash | 10 | X | X | 10 |
| 1693 | Deciduous | Cedar | 8 | X | X | 8 |
| 1694 | Deciduous | Cherry | 7 | X | X | 7 |
| 1695 | Coniferous | Red Pine | 13 | X | X | 13 |
| 1696 | Coniferous | Red Pine | 14 | X | X | 14 |
| 1697 | Coniferous | Red Pine | 13 | X | X | 13 |
| 1698 | Coniferous | Red Pine | 11 | X | X | 11 |
| 1699 | Deciduous | Maple | 13 | X | X | 13 |
| 1700 | Deciduous | Maple | 12 | X | X | 12 |
| 1701 | Deciduous | Crab Apple | 13 | X | X | 13 |
| 1702 | Deciduous | Aspen | 6 | X | X | 6 |
| 1703 | Deciduous | Aspen | 6 | X | X | 6 |
| 1704 | Deciduous | Aspen | 6 | X | X | 6 |
| 1705 | Deciduous | Aspen | 6 | X | X | 6 |
| 1706 | Deciduous | Apple | 13 | X | X | 13 |
| 1707 | Deciduous | Maple | 7 | Steep Slope/Buffer | | |
| 1708 | Deciduous | Maple | 8 | Steep Slope/Buffer | | |
| 1709 | Deciduous | Oak | 18 | Steep Slope/Buffer | | |
| 1710 | Deciduous | Oak | 7 | Steep Slope/Buffer | | |
| 1711 | Deciduous | Maple | 8 | Steep Slope/Buffer | | |
| 1712 | Deciduous | Maple | 9 | Steep Slope/Buffer | | |
| 1713 | Deciduous | Maple | 8 | Steep Slope/Buffer | | |
| 1714 | Deciduous | Maple | 6 | Steep Slope/Buffer | | |
| 1715 | Deciduous | Maple | 9 | Steep Slope/Buffer | | |
| 1716 | Deciduous | Oak | 7 | Steep Slope/Buffer | | |
| 1717 | Deciduous | Maple | 6 | Steep Slope/Buffer | | |
| 1718 | Deciduous | Oak | 24 | Steep Slope/Buffer | | |
| 1719 | Deciduous | Oak | 19 | Steep Slope/Buffer | | |
| 1720 | Deciduous | Oak | 21 | Steep Slope/Buffer | | |
| 1721 | Deciduous | Ironwood | 8 | Steep Slope/Buffer | | |
| 1722 | Deciduous | Maple | 6 | Steep Slope/Buffer | | |
| 1723 | Deciduous | Maple | 8 | Steep Slope/Buffer | | |
| 1724 | Deciduous | Oak | 19 | Steep Slope/Buffer | | |
| 1725 | Deciduous | Oak | 8 | Steep Slope/Buffer | | |
| 1726 | Deciduous | Ash | 13 | X | | |
| 1727 | Deciduous | Ash | 13 | X | | |
| 1728 | Deciduous | Maple | 16 | X | | |
| 1729 | Deciduous | Elm | 9 | X | | |
| 1730 | Deciduous | Elm | 8 | X | | |
| 1731 | Deciduous | Ash | 7 | X | | |
| 1732 | Deciduous | Box Elder | 13 | X | | |
| 1733 | Deciduous | Elm | 12 | X | | |
| 1734 | Deciduous | Box Elder | 14 | X | | |
| 1735 | Deciduous | Oak | 14 | X | | |
| 1736 | Deciduous | Ash | 11 | X | | |
| 1737 | Deciduous | Elm | 14 | X | | |
| 1738 | Deciduous | Oak | 19 | X | | |
| 1739 | Deciduous | Ash | 15 | X | | |
| 1740 | Deciduous | Maple | 8 | X | | |
| 1741 | Deciduous | Maple | 10 | X | | |
| 1742 | Deciduous | Basswood | 13 | Steep Slope/Buffer | | |
| 1743 | Deciduous | Basswood | 15 | Steep Slope/Buffer | | |
| 1744 | Deciduous | Oak | 29 | Steep Slope/Buffer | | |
| 1745 | Deciduous | Maple | 23 | Steep Slope/Buffer | | |
| 1746 | Deciduous | Maple | 18 | Steep Slope/Buffer | | |
| 1747 | Deciduous | Maple | 9 | Steep Slope/Buffer | | |
| 1748 | Deciduous | Maple | 19 | Steep Slope/Buffer | | |
| 1749 | Deciduous | Maple | 20 | Steep Slope/Buffer | | |
| 1750 | Deciduous | Basswood | 6 | Steep Slope/Buffer | | |
| 1751 | Deciduous | Maple | 8 | Steep Slope/Buffer | | |
| 1752 | Deciduous | Elm | 10 | Steep Slope/Buffer | | |
| 1753 | Deciduous | Basswood | 10 | Steep Slope/Buffer | | |
| 1754 | Deciduous | Elm | 12 | Steep Slope/Buffer | | |
| 1755 | Deciduous | Maple | 16 | Steep Slope/Buffer | | |
| 1756 | Deciduous | Maple | 12 | Steep Slope/Buffer | | |
| 1757 | Deciduous | Maple | 14 | Steep Slope/Buffer | | |
| 1758 | Deciduous | Basswood | 16 | Steep Slope/Buffer | | |
| 1759 | Deciduous | Maple | 15 | Steep Slope/Buffer | | |
| 1760 | Deciduous | Basswood | 22 | Steep Slope/Buffer | | |
| 1761 | Deciduous | Maple | 6 | Steep Slope/Buffer | | |
| 1762 | Deciduous | Box Elder | 9 | Steep Slope/Buffer | | |
| 1763 | Deciduous | Maple | 12 | Steep Slope/Buffer | | |
| 1764 | Deciduous | Basswood | 8 | Steep Slope/Buffer | | |
| 1765 | Deciduous | Box Elder | 8 | Steep Slope/Buffer | | |
| 1766 | Deciduous | Basswood | 16 | Steep Slope/Buffer | | |
| 1767 | Deciduous | Elm | 6 | Steep Slope/Buffer | | |
| 1768 | Deciduous | Elm | 10 | Steep Slope/Buffer | | |
| 1769 | Deciduous | Basswood | 8 | Steep Slope/Buffer | | |
| 1770 | Deciduous | Elm | 7 | Steep Slope/Buffer | | |


ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com


**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

**TREE INVENTORY**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA.

| Point Number | Type | Species | Inches | Significant | Removal | Significant Inches Removed |
|---|---|---|---|---|---|---|
| 1771 | Deciduous | Oak | 12 | Steep Slope/Buffer | | |
| 1772 | Deciduous | Elm | 8 | Steep Slope/Buffer | | |
| 1773 | Deciduous | Basswood | 15 | Steep Slope/Buffer | | |
| 1774 | Deciduous | Maple | 9 | Steep Slope/Buffer | | |
| 1775 | Deciduous | Box Elder | 12 | Steep Slope/Buffer | | |
| 1776 | Deciduous | Maple | 10 | Steep Slope/Buffer | | |
| 1777 | Deciduous | Oak | 11 | Steep Slope/Buffer | | |
| 1778 | Deciduous | Elm | 6 | Steep Slope/Buffer | | |
| 1779 | Deciduous | Basswood | 17 | Steep Slope/Buffer | | |
| 1780 | Deciduous | Basswood | 17 | Steep Slope/Buffer | | |
| 1781 | Deciduous | Basswood | 15 | Steep Slope/Buffer | | |
| 1782 | Deciduous | Basswood | 18 | Steep Slope/Buffer | | |
| 1783 | Deciduous | Box Elder | 9 | Steep Slope/Buffer | | |
| 1784 | Deciduous | Box Elder | 9 | Steep Slope/Buffer | | |
| 1785 | Deciduous | Elm | 18 | Steep Slope/Buffer | | |
| 1786 | Deciduous | Elm | 6 | Steep Slope/Buffer | | |
| 1787 | Deciduous | Box Elder | 9 | Steep Slope/Buffer | | |
| 1788 | Deciduous | Maple | 6 | Steep Slope/Buffer | | |
| 1789 | Deciduous | Basswood | 9 | Steep Slope/Buffer | | |
| 1790 | Deciduous | Basswood | 9 | Steep Slope/Buffer | | |
| 1791 | Deciduous | Basswood | 11 | Steep Slope/Buffer | | |
| 1792 | Deciduous | Basswood | 23 | Steep Slope/Buffer | | |
| 1793 | Deciduous | Elm | 8 | Steep Slope/Buffer | | |
| 1794 | Deciduous | Maple | 6 | Steep Slope/Buffer | | |
| 1795 | Deciduous | Maple | 9 | Steep Slope/Buffer | | |
| 1796 | Deciduous | Maple | 8 | Steep Slope/Buffer | | |
| 1797 | Deciduous | Maple | 7 | Steep Slope/Buffer | | |
| 1798 | Deciduous | Box Elder | 10 | Steep Slope/Buffer | | |
| 1799 | Deciduous | Basswood | 22 | Steep Slope/Buffer | | |
| 1800 | Deciduous | Box Elder | 8 | Steep Slope/Buffer | | |
| 1801 | Deciduous | Elm | 6 | Steep Slope/Buffer | | |
| 1802 | Deciduous | Box Elder | 6 | Steep Slope/Buffer | | |
| 1803 | Deciduous | Maple | 6 | Steep Slope/Buffer | | |
| 1804 | Deciduous | Elm | 6 | Steep Slope/Buffer | | |
| 1805 | Deciduous | Oak | 9 | Steep Slope/Buffer | | |
| 1806 | Deciduous | Basswood | 18 | Steep Slope/Buffer | | |
| 1807 | Deciduous | Basswood | 14 | Steep Slope/Buffer | | |
| 1808 | Deciduous | Oak | 13 | Steep Slope/Buffer | | |
| 1809 | Deciduous | Basswood | 16 | Steep Slope/Buffer | | |
| 1810 | Deciduous | Basswood | 18 | Steep Slope/Buffer | | |
| 1811 | Deciduous | Oak | 14 | Steep Slope/Buffer | | |
| 1812 | Deciduous | Basswood | 10 | Steep Slope/Buffer | | |
| 1813 | Deciduous | Oak | 13 | Steep Slope/Buffer | | |
| 1814 | Deciduous | Basswood | 15 | Steep Slope/Buffer | | |
| 1815 | Deciduous | Basswood | 21 | Steep Slope/Buffer | | |
| 1816 | Deciduous | Basswood | 6 | Steep Slope/Buffer | | |
| 1817 | Deciduous | Basswood | 14 | Steep Slope/Buffer | | |
| 1818 | Deciduous | Basswood | 13 | Steep Slope/Buffer | | |
| 1819 | Deciduous | Basswood | 6 | Steep Slope/Buffer | | |
| 1820 | Deciduous | Ash | 14 | Steep Slope/Buffer | | |
| 1821 | Deciduous | Basswood | 10 | Steep Slope/Buffer | | |
| 1822 | Deciduous | Basswood | 13 | Steep Slope/Buffer | | |
| 1823 | Deciduous | Basswood | 11 | Steep Slope/Buffer | | |
| 1824 | Deciduous | Basswood | 12 | X | | |
| 1825 | Deciduous | Ash | 12 | X | | |
| 1826 | Deciduous | Basswood | 8 | X | | |
| 1827 | Deciduous | Maple | 8 | X | | |
| 1828 | Deciduous | Cherry | 9 | X | | |
| 1829 | Deciduous | Basswood | 8 | X | | |
| 1830 | Deciduous | Oak | 15 | Steep Slope/Buffer | | |
| 1831 | Deciduous | Oak | 7 | Steep Slope/Buffer | | |
| 1832 | Deciduous | Basswood | 12 | Steep Slope/Buffer | | |
| 1833 | Deciduous | Ash | 11 | Steep Slope/Buffer | | |
| 1834 | Deciduous | Oak | 12 | Steep Slope/Buffer | | |
| 1835 | Deciduous | Basswood | 9 | Steep Slope/Buffer | | |
| 1836 | Deciduous | Oak | 13 | Steep Slope/Buffer | | |
| 1837 | Deciduous | Basswood | 8 | Steep Slope/Buffer | | |
| 1838 | Deciduous | Basswood | 14 | Steep Slope/Buffer | | |
| 1839 | Deciduous | Basswood | 7 | Steep Slope/Buffer | | |
| 1840 | Deciduous | Basswood | 11 | Steep Slope/Buffer | | |
| 1841 | Deciduous | Basswood | 9 | Steep Slope/Buffer | | |
| 1842 | Deciduous | Ash | 13 | Steep Slope/Buffer | | |
| 1843 | Deciduous | Oak | 14 | Steep Slope/Buffer | | |
| 1844 | Deciduous | Basswood | 8 | Steep Slope/Buffer | | |
| 1845 | Deciduous | Basswood | 12 | Steep Slope/Buffer | | |
| 1846 | Deciduous | Oak | 16 | X | | |
| 1847 | Deciduous | Elm | 11 | X | | |
| 1848 | Deciduous | Basswood | 8 | X | | |
| 1849 | Deciduous | Oak | 10 | X | | |
| 1850 | Deciduous | Ash | 7 | X | | |
| 1851 | Deciduous | Cherry | 10 | X | | |
| 1852 | Deciduous | Cherry | 9 | X | | |
| 1853 | Deciduous | Ash | 9 | X | | |
| 1854 | Deciduous | Basswood | 14 | X | | |
| 1855 | Deciduous | Basswood | 8 | X | | |
| 1856 | Deciduous | Ash | 8 | X | | |
| 1857 | Deciduous | Oak | 13 | X | | |
| 1858 | Deciduous | Ash | 13 | X | | |
| 1859 | Deciduous | Basswood | 11 | X | | |
| 1860 | Deciduous | Beech | 7 | X | | |
| 1861 | Deciduous | Ash | 8 | X | | |
| 1862 | Deciduous | Basswood | 12 | Steep Slope/Buffer | | |
| 1863 | Deciduous | Oak | 14 | Steep Slope/Buffer | | |
| 1864 | Deciduous | Oak | 10 | Steep Slope/Buffer | | |
| 1865 | Deciduous | Oak | 13 | X | | |
| 1866 | Deciduous | Basswood | 7 | X | | |
| 1867 | Deciduous | Oak | 9 | X | | |
| 1868 | Deciduous | Oak | 7 | X | | |
| 1869 | Deciduous | Basswood | 12 | X | | |
| 1870 | Deciduous | Basswood | 7 | Steep Slope/Buffer | | |
| 1871 | Deciduous | Basswood | 6 | Steep Slope/Buffer | | |
| 1872 | Deciduous | Basswood | 7 | Steep Slope/Buffer | | |
| 1873 | Deciduous | Ash | 6 | Steep Slope/Buffer | | |
| 1874 | Deciduous | Box Elder | 8 | Steep Slope/Buffer | | |
| 1875 | Deciduous | Oak | 8 | Steep Slope/Buffer | | |
| 1876 | Deciduous | Aspen | 16 | Steep Slope/Buffer | | |
| 1877 | Deciduous | Box Elder | 6 | Steep Slope/Buffer | | |
| 1878 | Deciduous | Oak | 9 | Steep Slope/Buffer | | |
| 1879 | Deciduous | Beech | 6 | Steep Slope/Buffer | | |
| 1880 | Deciduous | Beech | 6 | Steep Slope/Buffer | | |
| 1881 | Deciduous | Cherry | 8 | Steep Slope/Buffer | | |
| 1882 | Deciduous | Box Elder | 7 | Steep Slope/Buffer | | |
| 1883 | Deciduous | Oak | 23 | Steep Slope/Buffer | | |
| 1884 | Deciduous | Box Elder | 14 | Steep Slope/Buffer | | |
| 1885 | Deciduous | Box Elder | 14 | Steep Slope/Buffer | | |
| 1886 | Deciduous | Ash | 10 | Steep Slope/Buffer | | |
| 1887 | Deciduous | Ash | 14 | Steep Slope/Buffer | | |
| 1888 | Deciduous | Ash | 7 | Steep Slope/Buffer | | |
| 1889 | Deciduous | Maple | 9 | Steep Slope/Buffer | | |
| 1890 | Deciduous | Ash | 13 | Steep Slope/Buffer | | |
| 1891 | Deciduous | Box Elder | 13 | Steep Slope/Buffer | | |
| 1892 | Deciduous | Box Elder | 14 | Steep Slope/Buffer | | |
| 1893 | Deciduous | Box Elder | 8 | Steep Slope/Buffer | | |
| 1894 | Deciduous | Box Elder | 7 | Steep Slope/Buffer | | |
| 1895 | Deciduous | Box Elder | 7 | Steep Slope/Buffer | | |
| 1896 | Deciduous | Box Elder | 8 | Steep Slope/Buffer | | |
| 1897 | Deciduous | Box Elder | 10 | Steep Slope/Buffer | | |
| 1898 | Deciduous | Box Elder | 8 | Steep Slope/Buffer | | |
| 1899 | Deciduous | Ash | 11 | Steep Slope/Buffer | | |

| Point Number | Type | Species | Inches | Significant | Removal | Significant Inches Removed |
|---|---|---|---|---|---|---|
| 1901 | Deciduous | Basswood | 17 | Steep Slope/Buffer | | |
| 1902 | Deciduous | Ash | 13 | Steep Slope/Buffer | | |
| 1903 | Deciduous | Box Elder | 12 | Steep Slope/Buffer | | |
| 1904 | Deciduous | Basswood | 27 | Steep Slope/Buffer | | |
| 1905 | Deciduous | Basswood | 11 | Steep Slope/Buffer | | |
| 1906 | Deciduous | Ash | 6 | X | X | 6 |
| 1907 | Deciduous | Ash | 10 | X | X | 10 |
| 1908 | Deciduous | Ash | 17 | X | X | 17 |
| 1909 | Deciduous | Ash | 15 | X | X | 15 |
| 1910 | Deciduous | Basswood | 6 | X | X | 6 |
| 1911 | Deciduous | Beech | 6 | X | | |
| 1912 | Deciduous | Cherry | 9 | X | X | 9 |
| 1913 | Deciduous | Basswood | 6 | X | X | 6 |
| 1914 | Deciduous | Oak | 8 | X | X | 8 |
| 31345 | Deciduous | Basswood | 16 | X | | |
| 31346 | Coniferous | Spruce | 12 | X | X | 12 |
| 31347 | Coniferous | Spruce | 12 | X | X | 12 |
| 31348 | Coniferous | Spruce | 14 | X | X | 14 |
| 31349 | Coniferous | Spruce | 14 | X | X | 14 |
| 31350 | Deciduous | Basswood | 12 | X | X | 12 |
| 31351 | Coniferous | Spruce | 12 | X | X | 12 |
| 31352 | Coniferous | Spruce | 12 | X | X | 12 |
| 31353 | Coniferous | Spruce | 12 | X | X | 12 |
| 31354 | Coniferous | Spruce | 14 | X | X | 14 |
| 31355 | Deciduous | Basswood | 10 | X | | |
| 31356 | Deciduous | Basswood | 14 | X | | |
| 31358 | Deciduous | Basswood | 12 | X | X | 12 |
| 31359 | Deciduous | Basswood | 12 | X | X | 12 |
| 31361 | Deciduous | Basswood | 18 | X | X | 18 |
| 31362 | Deciduous | Basswood | 10 | X | X | 10 |
| 31364 | Deciduous | Basswood | 12 | X | X | 12 |
| 31365 | Deciduous | Basswood | 10 | X | X | 10 |
| 31367 | Deciduous | Basswood | 14 | X | X | 14 |
| 31368 | Deciduous | Basswood | 12 | X | X | 12 |
| 31370 | Deciduous | Basswood | 14 | X | X | 14 |
| 31371 | Deciduous | Basswood | 14 | X | X | 14 |
| 31373 | Deciduous | Basswood | 12 | X | X | 12 |
| 31375 | Deciduous | Basswood | 12 | X | X | 12 |
| 31377 | Deciduous | Basswood | 12 | X | X | 12 |
| 31379 | Deciduous | Basswood | 12 | X | X | 12 |
| 31380 | Deciduous | Basswood | 12 | X | X | 12 |
| 31381 | Deciduous | Basswood | 12 | X | X | 12 |
| 31382 | Deciduous | n/a | 8 | X | X | 8 |
| 31383 | Deciduous | Maple | 8 | X | X | 8 |
| 31384 | Coniferous | Spruce | 8 | X | X | 8 |
| 31385 | Deciduous | Basswood | 14 | X | X | 14 |
| 31386 | Deciduous | Basswood | 10 | X | X | 10 |
| 31388 | Deciduous | Basswood | 16 | X | | |
| 31389 | Deciduous | Basswood | 20 | X | | |
| 31390 | Deciduous | Ash | 12 | X | | |
| 31391 | Deciduous | Basswood | 12 | X | | |
| 31392 | Deciduous | Basswood | 12 | X | | |
| 31393 | Deciduous | Basswood | 20 | X | X | 20 |
| 31405 | Coniferous | Spruce | 12 | X | X | 12 |
| 31406 | Coniferous | Spruce | 14 | X | | |
| 31407 | Coniferous | Spruce | 10 | X | | |
| 31408 | Coniferous | Spruce | 12 | X | | |
| 31409 | Coniferous | Spruce | 12 | X | X | 12 |
| 31410 | Deciduous | Basswood | 14 | X | | |
| 31411 | Coniferous | Spruce | 12 | X | X | 12 |
| 31412 | Deciduous | Ash | 12 | X | X | 12 |
| 31413 | Coniferous | Spruce | 8 | X | X | 8 |
| 31503 | Deciduous | Basswood | 14 | X | | |
| 31504 | Coniferous | Spruce | 12 | X | X | 12 |
| 31505 | Coniferous | Spruce | 8 | X | X | 8 |
| 31507 | Coniferous | Spruce | 6 | X | X | 6 |
| 31508 | Coniferous | Spruce | 10 | X | X | 10 |
| 31509 | Coniferous | Spruce | 10 | X | X | 10 |
| 31510 | Coniferous | Spruce | 10 | X | X | 10 |
| 31511 | Deciduous | Ash | 10 | X | X | 10 |
| 31512 | Deciduous | Ash | 10 | X | X | 10 |
| 31513 | Deciduous | Ash | 10 | X | X | 10 |
| 31514 | Coniferous | Spruce | 8 | X | X | 8 |
| 31515 | Coniferous | Spruce | 8 | X | X | 8 |
| 31516 | Coniferous | Spruce | 12 | X | X | 12 |
| 31517 | Coniferous | Spruce | 8 | X | X | 8 |
| 31523 | Deciduous | Ash | 14 | X | X | 14 |
| 31524 | Deciduous | Crab Apple | 10 | X | X | 10 |
| 31525 | Deciduous | Crab Apple | 8 | X | X | 8 |
| 31526 | Coniferous | Spruce | 10 | X | X | 10 |
| 31527 | Coniferous | Spruce | 10 | X | X | 10 |
| 31528 | Coniferous | Spruce | 10 | X | X | 10 |
| 31529 | Deciduous | Ash | 12 | X | X | 12 |
| 31530 | Deciduous | Ash | 12 | X | X | 12 |
| 31531 | Deciduous | Ash | 12 | X | X | 12 |
| 31569 | Coniferous | Spruce | 10 | X | X | 10 |
| 31647 | Deciduous | Basswood | 16 | X | | |
| 31696 | Coniferous | Spruce | 14 | X | | |
| 31697 | Coniferous | Spruce | 14 | X | | |
| 31698 | Coniferous | Spruce | 8 | X | | |
| 31771 | Coniferous | Spruce | 14 | X | X | 14 |
| 31772 | Coniferous | Spruce | 14 | X | X | 14 |
| 31773 | Coniferous | Spruce | 14 | X | X | 14 |
| 31804 | Coniferous | Spruce | 14 | X | X | 14 |
| 31805 | Coniferous | Spruce | 14 | X | X | 14 |
| 31806 | Coniferous | Spruce | 14 | X | X | 14 |
| 31807 | Coniferous | Spruce | 14 | X | X | 14 |
| 31808 | Coniferous | Spruce | 12 | X | X | 12 |
| 31809 | Coniferous | Spruce | 14 | X | X | 14 |
| 31810 | Coniferous | Spruce | 14 | X | X | 14 |
| 31811 | Coniferous | Spruce | 14 | X | X | 14 |
| 31812 | Coniferous | Spruce | 14 | X | X | 14 |
| 31813 | Coniferous | Spruce | 14 | X | X | 14 |
| 31814 | Coniferous | Spruce | 14 | X | X | 14 |
| 31815 | Coniferous | Spruce | 12 | X | X | 12 |
| 31897 | Deciduous | Basswood | 12 | X | | |
| 31900 | Deciduous | Basswood | 12 | X | X | 12 |
| 31908 | Deciduous | Basswood | 14 | X | | |
| 31936 | Coniferous | Spruce | 10 | X | X | 10 |
| 31937 | Coniferous | Spruce | 10 | X | X | 10 |
| 31938 | Coniferous | Spruce | 12 | X | X | 12 |
| 31939 | Coniferous | Spruce | 12 | X | X | 12 |
| 31940 | Coniferous | Spruce | 10 | X | X | 10 |
| 31941 | Coniferous | Spruce | 10 | X | | |
| 31942 | Coniferous | Spruce | 14 | X | X | 14 |
| 31943 | Coniferous | Spruce | 10 | X | X | 10 |
| 31944 | Coniferous | Spruce | 14 | X | | |
| 31945 | Coniferous | Spruce | 14 | X | | |
| 31946 | Coniferous | Spruce | 16 | X | | |
| 32089 | Coniferous | Spruce | 10 | X | X | 10 |
| 32301 | Coniferous | Spruce | 4 | | X | |
| 32302 | Coniferous | Spruce | 4 | | X | |
| 32303 | Coniferous | Spruce | 4 | | X | |
| 32304 | Coniferous | Spruce | 4 | | X | |
| 32305 | Coniferous | Spruce | 4 | | X | |
| 32306 | Coniferous | Spruce | 4 | | X | |
| 32460 | Deciduous | Maple | 8 | X | | |
| 32463 | Deciduous | Maple | 8 | X | | |
| 32466 | Deciduous | Maple | 10 | X | | |

| Point Number | Type | Species | Inches | Significant | Removal | Significant Inches Removed |
|---|---|---|---|---|---|---|
| 32469 | Deciduous | Maple | 10 | X | | |
| 33124 | Deciduous | Ash | 12 | X | | |
| 33125 | Deciduous | Ash | 12 | X | | |
| 33126 | Deciduous | Ash | 12 | X | | |
| 33127 | Deciduous | Ash | 12 | X | | |
| 90001 | Coniferous | Spruce | 14 | X | X | 14 |
| 90002 | Coniferous | Spruce | 14 | X | | |
| 90003 | Coniferous | Spruce | 14 | X | | |
| 90004 | Coniferous | Spruce | 14 | X | | |
| 90005 | Coniferous | Spruce | 14 | X | | |
| 90006 | Deciduous | Elm | 12 | X | | |
| 90022 | Deciduous | Elm | 14 | X | | |
| 90028 | Deciduous | Elm | 12 | X | | |
| 90038 | Deciduous | Elm | 12 | X | | |
| 90108 | Deciduous | Crab Apple | 8 | X | | |
| 90109 | Deciduous | Crab Apple | 8 | X | | |
| 90244 | Deciduous | Crab Apple | 8 | X | | |
| 90245 | Deciduous | Crab Apple | 8 | X | | |
| 90405 | Deciduous | Crab Apple | 8 | X | | |
| 90406 | Deciduous | Crab Apple | 8 | X | | |
| 90407 | Deciduous | Crab Apple | 8 | X | | |
| 90536 | Deciduous | Crab Apple | 8 | X | | |
| 90681 | Deciduous | Hackberry | 12 | X | | |
| 95586 | Deciduous | Maple | 6 | X | X | 6 |
| 95587 | Deciduous | Birch | 12 | X | X | 12 |
| 95588 | Deciduous | Fruit | 12 | X | X | 12 |
| 95589 | Deciduous | Maple | 10 | X | X | 10 |
| 95590 | Deciduous | Ash | 16 | X | X | 16 |
| 95591 | Deciduous | Maple | 10 | X | X | 10 |
| 95592 | Deciduous | Aspen | 12 | X | X | 12 |
| 95593 | Deciduous | Maple | 14 | X | X | 14 |
| 95594 | Deciduous | Ash | 9 | X | X | 9 |
| 95595 | Deciduous | Maple | 14 | X | X | 14 |
| 95596 | Deciduous | Ash | 14 | X | X | 14 |
| 95597 | Deciduous | Maple | 18 | X | X | 18 |
| 905505 | Deciduous | Locust | 16 | X | X | 16 |
| 905506 | Deciduous | Ash | 18 | X | X | 18 |
| 905507 | Deciduous | Ash | 12 | X | X | 12 |
| 905508 | Deciduous | Ash | 24 | X | X | 24 |
| 905509 | Deciduous | Basswood | 18 | X | X | 18 |
| 905510 | Coniferous | Spruce | 10 | X | X | 10 |
| 905511 | Deciduous | Basswood | 18 | X | X | 18 |
| 905512 | Deciduous | Crab Apple | 12 | X | X | 12 |
| 905513 | Deciduous | Crab Apple | 10 | X | X | 10 |
| 905514 | Deciduous | Crab Apple | 10 | X | X | 10 |
| 905515 | Deciduous | Oak | 16 | X | X | 16 |
| 905516 | Deciduous | Maple | 10 | X | X | 10 |
| 905517 | Deciduous | Maple | 8 | X | X | 8 |
| 905518 | Deciduous | Basswood | 16 | X | X | 16 |
| 905519 | Deciduous | Ash | 16 | X | X | 16 |
| 905520 | Deciduous | Birch | 12 | X | X | 12 |
| 905521 | Deciduous | Birch | 12 | X | X | 12 |
| 905522 | Deciduous | Ash | 16 | X | X | 16 |
| 905523 | Deciduous | Ash | 16 | X | X | 16 |
| 905524 | Deciduous | Maple | 10 | X | X | 10 |
| 905525 | Deciduous | Honey Locust | 18 | X | X | 18 |
| 905526 | Deciduous | Maple | 16 | X | X | 16 |
| 905527 | Deciduous | Maple | 12 | X | X | 12 |
| 905528 | Deciduous | Apple | 12 | X | X | 12 |
| 905529 | Deciduous | Apple | 12 | X | X | 12 |
| 905530 | Deciduous | Ash | 10 | X | X | 10 |
| 905531 | Deciduous | Ash | 12 | X | X | 12 |
| 905532 | Deciduous | Maple | 10 | X | X | 10 |
| 905533 | Deciduous | Maple | 12 | X | X | 12 |
| 905534 | Deciduous | Ash | 14 | X | | |
| 905535 | Deciduous | Crab Apple | 12 | X | X | 12 |
| 905536 | Deciduous | Ash | 14 | X | | |
| 905537 | Deciduous | Cottonwood | 20 | X | | |
| 905538 | Deciduous | Ash | 14 | X | X | 14 |
| 905539 | Deciduous | Ash | 14 | X | X | 14 |
| 905540 | Deciduous | Maple | 6 | X | X | 6 |
| 905541 | Deciduous | Maple | 8 | X | X | 8 |
| 905542 | Coniferous | Spruce | 6 | X | | |
| 905545 | Deciduous | Maple | 20 | X | X | 20 |
| 905546 | Coniferous | Spruce | 14 | X | X | 14 |
| 905547 | Deciduous | Ash | 16 | X | X | 16 |
| 905548 | Deciduous | Basswood | 16 | X | X | 16 |
| 905549 | Coniferous | Spruce | 14 | X | X | 14 |
| 905550 | Deciduous | Basswood | 12 | X | X | 12 |
| 905551 | Deciduous | Basswood | 12 | X | X | 12 |
| 905552 | Deciduous | Basswood | 12 | X | X | 12 |
| 905553 | Deciduous | Ash | 18 | X | X | 18 |
| 905554 | Coniferous | Spruce | 20 | X | X | 20 |
| 905555 | Coniferous | Spruce | 16 | X | X | 16 |
| 905556 | Deciduous | Basswood | 14 | X | X | 14 |
| 905557 | Deciduous | Maple | 16 | X | X | 16 |
| 905558 | Coniferous | Spruce | 14 | X | X | 14 |
| 905559 | Coniferous | Spruce | 20 | X | X | 20 |
| 905560 | Deciduous | Crab Apple | 10 | X | X | 10 |
| 905561 | Coniferous | Spruce | 14 | X | X | 14 |
| 905562 | Coniferous | Spruce | 14 | X | X | 14 |
| 905563 | Coniferous | Spruce | 16 | X | X | 16 |
| 905564 | Deciduous | Ash | 14 | X | X | 14 |
| 905565 | Deciduous | Elm | 14 | X | X | 14 |
| 905566 | Deciduous | Elm | 14 | X | X | 14 |
| 905567 | Deciduous | Elm | 12 | X | X | 12 |
| 905568 | Deciduous | Elm | 14 | X | X | 14 |
| 905571 | Deciduous | Elm | 14 | X | X | 14 |
| 905572 | Deciduous | Elm | 12 | X | X | 12 |
| 905573 | Deciduous | Elm | 12 | X | X | 12 |
| 905574 | Deciduous | Elm | 14 | X | X | 14 |
| 905575 | Deciduous | Elm | 14 | X | X | 14 |
| 905576 | Deciduous | Elm | 11 | X | X | 11 |
| 905577 | Deciduous | Elm | 12 | X | X | 12 |
| 905578 | Coniferous | Spruce | 12 | X | X | 12 |
| 905579 | Deciduous | Maple | 6 | X | X | 6 |
| 905580 | Deciduous | Basswood | 16 | X | X | 16 |
| 905581 | Deciduous | Elm | 14 | X | X | 14 |
| 905582 | Deciduous | Basswood | 14 | X | X | 14 |
| 905583 | Deciduous | Basswood | 12 | X | X | 12 |
| 905584 | Deciduous | Birch | 10 | X | X | 10 |
| 905585 | Deciduous | Maple | 10 | X | X | 10 |
| 905586 | Deciduous | Birch | 10 | X | X | 10 |
| 905587 | Coniferous | Spruce | 12 | X | X | 12 |
| 905588 | Coniferous | Spruce | 10 | X | X | 10 |
| 905589 | Deciduous | Maple | 14 | X | X | 14 |
| 905590 | Coniferous | Spruce | 18 | X | X | 18 |
| 905591 | Coniferous | Spruce | 8 | X | X | 8 |
| 905592 | Coniferous | Spruce | 6 | X | X | 6 |
| 905593 | Coniferous | Spruce | 10 | X | X | 10 |
| 905594 | Coniferous | Spruce | 10 | X | X | 10 |
| 905595 | Coniferous | Spruce | 12 | X | X | 12 |
| 905596 | Deciduous | Crab Apple | 10 | X | X | 10 |
| 905597 | Coniferous | Spruce | 14 | X | X | 14 |
| 905598 | Coniferous | Spruce | 14 | X | X | 14 |
| 905599 | Coniferous | Spruce | 18 | X | X | 18 |
| 905600 | Coniferous | Spruce | 16 | X | X | 16 |
| 9055430 | Deciduous | Birch | 4 | X | | |
| 9055440 | Deciduous | Birch | 6 | X | | |

| Point Number | Type | Species | Inches | Significant | Removal | Significant Inches Removed |
|---|---|---|---|---|---|---|
| 9055450 | Deciduous | Birch | 6 | X | | |
| 9055460 | Deciduous | Birch | 6 | X | | |
| 9055470 | Deciduous | Birch | 6 | X | | |
| 9055480 | Deciduous | Birch | 6 | X | | |
| 9055490 | Deciduous | Birch | 6 | X | | |
| 9055500 | Deciduous | Birch | 6 | X | | |

## DEFINITIONS:

PER CITY CODE SECTION 15.28.070 E. 3.

SIGNIFICANT TREES:

CONIFEROUS: 12 FEET OR MORE IN HEIGHT
OVERSTORY DECIDUOUS: 10 INCHES OR MORE
UNDERSTORY DECIDUOUS: 6 INCHES OR MORE

## EXISTING TREE CREDIT

EXISTING TREE CREDIT:
TOTAL SIGNIFICANT CALIPER INCHES SURVEYED: 7,572 INCHES
TOTAL SIGNIFICANT CALIPER INCHES REMOVED: 6,406 INCHES
TOTAL SIGNIFICANT CALIPER INCHES PRESERVED: 1,163 INCHES PRESERVED

NOTES:
– TREES IN STEEP SLOPES AND 30' BUFFER EXCLUDED FROM CALCULATIONS
– SEE LANDSCAPE PLAN FOR LANDSCAPING REQUIREMENTS AND PROPOSED PLANTINGS

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733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

**TREE INVENTORY**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

BY DATE

| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**
DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

L-1.5

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PRELIMINARY
NOT FOR CONSTRUCTION

Drawing name: X:\2021\210004\plan sheets\210004tree.dwg Oct 11, 2021 - 2:18pm

## EXISTING TREE CREDIT

PRESERVED CALIPER INCHES: 1,163 (SEE TREE PRESERVATION AND REMOVAL PLAN)

## LANDSCAPE REQUIREMENTS - OVERALL SUMMARY

LANDSCAPE REQUIREMENTS:
TOTAL CALIPER INCHES OF OVERSTORY TREES REQUIRED = THE TOTAL GROSS SQUARE FOOTAGE OF ALL FLOORS DIVIDED BY 320

HOTEL AND CONVENTION CENTER PROPERTY (171,000 S.F. / 320):
REQUIRED: 534 INCHES
PROVIDED: 1350.5 INCHES
+ 187.5 INCHES PROPOSED
+ 1,149 INCHES PRESERVED

COSTCO PROPERTY (328,970 S.F. / 320):
REQUIRED: 1,028 INCHES
PROPOSED: 864.5 INCHES

CONTINENTAL PROPERTY (336,000 S.F. / 320):
REQUIRED: 1,050 INCHES
PROVIDED: 658.5 INCHES
+ 644.5 INCHES PROPOSED
+ 14 INCHES PRESERVED

TOTAL CALIPER INCHES REQUIRED = 2,612 INCHES REQUIRED
TOTAL CALIPER INCHES PROVIDED = 2,873.5 INCHES PROVIDED

(SEE SITE LEVEL LANDSCAPE PLANS FOR SPECIFICS)




**LEGEND:**

- DECIDUOUS OVERSTORY TREES
- CONIFEROUS TREES
- ORNAMENTAL TREES
- SHRUBS
- PERENNIALS
- WET PRAIRIE NATIVE SEED MIX MN STATE 34-262 WET PRAIRIE MIX
- SOD
- SOD LIMITS
- POLY EDGING
- LANDSCAPING LIMITS

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0 40' 80' 160'
SCALE IN FEET


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**OAK RIDGE COMMONS**
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HWY 41 & PEAVEY ROAD
CHASKA, MN

**OVERALL LANDSCAPE PLAN**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

BY DATE

| DATE | ISSUE |
|---|---|
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| 5-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**
DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

L-2.0

Drawing name: X:\2021\210004\plan sheets\210004land.dwg Oct 11, 2021 - 2:21pm

MATCH LINE – VIEW 2
MATCH LINE – VIEW 1

MATCH LINE – VIEW 2
MATCH LINE – VIEW 1

MATCH LINE – VIEW 1
MATCH LINE – VIEW 2

MATCH LINE – VIEW 2
MATCH LINE – VIEW 1

OAK RIDGE DRIVE

10' SIDE PARKING SETBACK
20' SIDE BUILDING SETBACK

COSTCO PROPERTY LANDSCAPING BY OTHERS

DOUBLE SHREDDED DARK BROWN BARK MULCH IN PLANTING BEDS, TYP.

30' TREED STEEP SLOPE BUFFER

50' TREED STEEP SLOPE BUILDING SETBACK

10' REAR PARKING SETBACK

20' REAR BUILDING SETBACK

REFER TO LANDFORM / COSTCO DRAWINGS FOR ADDITIONAL INFORMATION

COSTCO WHOLESALE
164,545 S.F.
FFE = 966.00

8"X12" TEE W/ 8" G.V.

8"X12" TEE W/ 8" G.V.

PROVIDE SOD IN DEVELOPED AREA, TYP.

PROVIDE FLAGSTONE PAVING AT FLAGPOLES

OAK RIDGE DRIVE

150' SIDE BUILDING SETBACK (FROM TH 41 CENTERLINE)

90' SIDE PARKING SETBACK (FROM TH 41 CENTERLINE)

(S37°36'03"W)

CONNECT TO EXISTING W/ 11.25° BEND & 12" G.V.

12" DUCTILE WATERMAIN

FIELD VERIFY LOCATION OF EXISTING CULVERT

CONNECT TO EXISTING 45° BEND & 12" G.V.

45° BEND

11.25° BEND

12"X12" TEE

GRADE BREAK

## LEGEND:

- DECIDUOUS OVERSTORY TREES
- CONIFEROUS TREES
- ORNAMENTAL TREES
- SHRUBS
- PERENNIALS
- WET PRAIRIE NATIVE SEED MIX
  MN STATE 34-262 WET PRAIRIE MIX
- SOD
- SOD LIMITS
- POLY EDGING
- LANDSCAPING LIMITS

0 20' 40' 80'
SCALE IN FEET

FOR REVIEW ONLY
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CHASKA, MN

# LANDSCAPE PLAN - VIEW 1

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

BY DATE

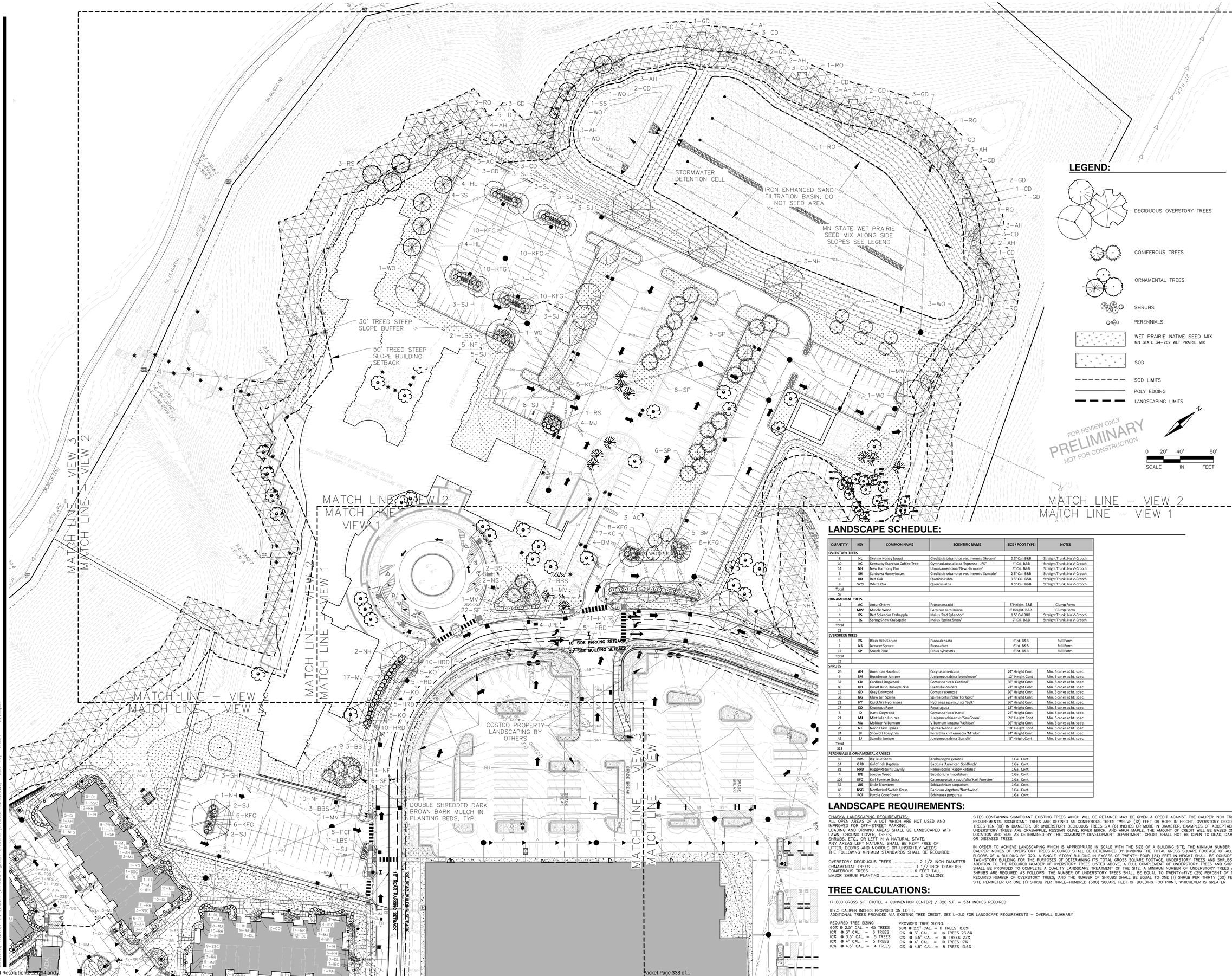
| DATE | ISSUE |
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| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

L-2.1


Drawing name: X:\2021\210004\plan sheets\210004land.dwg Oct 11, 2021 - 2:23pm




## LANDSCAPE SCHEDULE:

| QUANTITY | KEY | COMMON NAME | SCIENTIFIC NAME | SIZE / ROOT TYPE | NOTES |
|---|---|---|---|---|---|
| **OVERSTORY TREES** | | | | | |
| 8 | HL | Skyline Honey Locust | Gleditsia triacanthos var. inermis 'Skycole' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch |
| 10 | KC | Kentucky Espresso Coffee Tree | Gymnocladus dioica 'Espresso - JFS" | 4" Cal. B&B | Straight Trunk, No V-Crotch |
| 14 | NH | New Harmony Elm | Ulmus americana 'New Harmony' | 3" Cal. B&B | Straight Trunk, No V-Crotch |
| 3 | SH | Sunburst Honeylocust | Gleditsia triacanthos var. inermis 'Suncole' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch |
| 16 | RO | Red Oak | Quercus rubra | 3.5" Cal. B&B | Straight Trunk, No V-Crotch |
| 8 | WO | White Oak | Quercus alba | 4.5" Cal. B&B | Straight Trunk, No V-Crotch |
| Total | | | | | |
| 59 | | | | | |
| **ORNAMENTAL TREES** | | | | | |
| 12 | AC | Amur Cherry | Prunus maackii | 8' Height. B&B | Clump Form |
| 3 | MW | Muscle Wood | Carpinus caroliniana | 6' Height. B&B | Clump Form |
| 4 | RS | Red Splendor Crabapple | Malus 'Red Splendor' | 1.5" Cal B&B | Straight Trunk, No V-Crotch |
| 4 | SS | Spring Snow Crabapple | Malus 'Spring Snow' | 2" Cal. B&B | Straight Trunk, No V-Crotch |
| Total | | | | | |
| 23 | | | | | |
| **EVERGREEN TREES** | | | | | |
| 5 | BS | Black Hills Spruce | Picea densata | 6' ht. B&B | Full Form |
| 1 | NS | Norway Spruce | Picea abies | 6' ht. B&B | Full Form |
| 17 | SP | Scotch Pine | Pinus sylvestris | 6' ht. B&B | Full Form |
| Total | | | | | |
| 23 | | | | | |
| **SHRUBS** | | | | | |
| 26 | AH | American Hazelnut | Corylus americana | 24" Height Cont. | Min. 5 canes at ht. spec. |
| 9 | BM | Broadmoor Juniper | Juniperus sabina 'broadmoor' | 12" Height Cont | Min. 5 canes at ht. spec. |
| 32 | CD | Cardinal Dogwood | Cornus sericea 'Cardinal' | 36" Height Cont. | Min. 5 canes at ht. spec. |
| 40 | DH | Dwarf Bush Honeysuckle | Diervilla lonicera | 24" Height Cont. | Min. 5 canes at ht. spec. |
| 15 | GD | Grey Dogwood | Cornus racemosa | 36" Height Cont. | Min. 5 canes at ht. spec. |
| 38 | GG | Glow Girl Spirea | Spirea betulifolia 'Tor Gold' | 24" Height Cont. | Min. 5 canes at ht. spec. |
| 21 | HY | Quickfire Hydrangea | Hydrangea paniculata 'Bulk' | 36" Height Cont. | Min. 5 canes at ht. spec. |
| 17 | KO | Knockout Rose | Rosa rugosa | 18" Height Cont. | Min. 5 canes at ht. spec. |
| 5 | ID | Isanti Dogwood | Cornus sericea 'Isanti' | 24" Height Cont. | Min. 5 canes at ht. spec. |
| 21 | MJ | Mint Julep Juniper | Juniperus chinensis 'Sea Green' | 24" Height Cont. | Min. 5 canes at ht. spec. |
| 3 | MV | Mohican Viburnum | Viburnum lantana 'Mohican' | 36" Height Cont. | Min. 5 canes at ht. spec. |
| 20 | NF | Neon Flash Spirea | Spirea 'Neon Flash' | 18" Height Cont | Min. 5 canes at ht. spec. |
| 24 | SF | Showoff Forsythia | Forsythia x Intermedia 'Mindov' | 24" Height Cont. | Min. 5 canes at ht. spec. |
| 42 | SJ | Scandia Juniper | Juniperus sabina 'Scandia' | 8" Height Cont | Min. 5 canes at ht. spec. |
| Total | | | | | |
| 312 | | | | | |
| **PERENNIALS & ORNAMENTAL GRASSES** | | | | | |
| 30 | BBS | Big Blue Stem | Andropogon gerardii | 1 Gal. Cont. | |
| 14 | GFB | Goldfinch Baptisia | Baptisia 'American Goldfinch' | 1 Gal. Cont. | |
| 81 | HRD | Happy Returns Daylily | Hemerocallis 'Happy Returns' | 1 Gal. Cont. | |
| 4 | JPE | Joepye Weed | Eupatorium maculatum | 1 Gal. Cont. | |
| 126 | KFG | Karl Foerster Grass | Calamagrostis x acutifolia 'Karl Foerster' | 1 Gal. Cont. | |
| 32 | LBS | Little Bluestem | Schizachirium sopparium | 1 Gal. Cont. | |
| 46 | NSG | Northwind Switch Grass | Panicum virgatum 'Northwind' | 1 Gal. Cont. | |
| 6 | PCF | Purple Coneflower | Echinacea purpurea | 1 Gal. Cont. | |

## LANDSCAPE REQUIREMENTS:

CHASKA LANDSCAPING REQUIREMENTS:
ALL OPEN AREAS OF A LOT WHICH ARE NOT USED AND IMPROVED FOR OFF-STREET PARKING, LOADING AND DRIVING AREAS SHALL BE LANDSCAPED WITH LAWN, GROUND COVER, TREES, SHRUBS, ETC., OR LEFT IN A NATURAL STATE. ANY AREAS LEFT NATURAL SHALL BE KEPT FREE OF LITTER, DEBRIS AND NOXIOUS OR UNSIGHTLY WEEDS. THE FOLLOWING MINIMUM STANDARDS SHALL BE REQUIRED:

OVERSTORY DECIDUOUS TREES ..... 2 1/2 INCH DIAMETER
ORNAMENTAL TREES ..... 1 1/2 INCH DIAMETER
CONIFEROUS TREES..... 6 FEET TALL
MAJOR SHRUB PLANTING ..... 5 GALLONS

SITES CONTAINING SIGNIFICANT EXISTING TREES WHICH WILL BE RETAINED MAY BE GIVEN A CREDIT AGAINST THE CALIPER INCH TREE REQUIREMENTS. SIGNIFICANT TREES ARE DEFINED AS CONIFEROUS TREES TWELVE (12) FEET OR MORE IN HEIGHT, OVERSTORY DECIDUOUS TREES TEN (10) IN DIAMETER, OR UNDERSTORY DECIDUOUS TREES SIX (6) INCHES OR MORE IN DIAMETER. EXAMPLES OF ACCEPTABLE UNDERSTORY TREES ARE CRABAPPLE, RUSSIAN OLIVE, RIVER BIRCH, AND AMUR MAPLE. THE AMOUNT OF CREDIT WILL BE BASED ON LOCATION AND SIZE AS DETERMINED BY THE COMMUNITY DEVELOPMENT DEPARTMENT. CREDIT SHALL NOT BE GIVEN TO DEAD, DAMAGED, OR DISEASED TREES.

IN ORDER TO ACHIEVE LANDSCAPING WHICH IS APPROPRIATE IN SCALE WITH THE SIZE OF A BUILDING SITE, THE MINIMUM NUMBER OF CALIPER INCHES OF OVERSTORY TREES REQUIRED SHALL BE DETERMINED BY DIVIDING THE TOTAL GROSS SQUARE FOOTAGE OF ALL FLOORS OF A BUILDING BY 320. A SINGLE-STORY BUILDING IN EXCESS OF TWENTY-FOUR (24) FEET IN HEIGHT SHALL BE CONSIDERED A TWO-STORY BUILDING FOR THE PURPOSES OF DETERMINING ITS TOTAL GROSS SQUARE FOOTAGE. UNDERSTORY TREES AND SHRUBS. IN ADDITION TO THE REQUIRED NUMBER OF OVERSTORY TREES LISTED ABOVE, A FULL COMPLEMENT OF UNDERSTORY TREES AND SHRUBS SHALL BE PROVIDED TO COMPLETE A QUALITY LANDSCAPE TREATMENT OF THE SITE. A MINIMUM NUMBER OF UNDERSTORY TREES AND SHRUBS ARE REQUIRED AS FOLLOWS: THE NUMBER OF UNDERSTORY TREES SHALL BE EQUAL TO TWENTY-FIVE (25) PERCENT OF THE REQUIRED NUMBER OF OVERSTORY TREES; AND THE NUMBER OF SHRUBS SHALL BE EQUAL TO ONE (1) SHRUB PER THIRTY (30) FEET OF SITE PERIMETER OR ONE (1) SHRUB PER THREE-HUNDRED (300) SQUARE FEET OF BUILDING FOOTPRINT, WHICHEVER IS GREATER

## TREE CALCULATIONS:

171,000 GROSS S.F. (HOTEL + CONVENTION CENTER) / 320 S.F. = 534 INCHES REQUIRED

187.5 CALIPER INCHES PROVIDED ON LOT 1.
ADDITIONAL TREES PROVIDED VIA EXISTING TREE CREDIT. SEE L-2.0 FOR LANDSCAPE REQUIREMENTS – OVERALL SUMMARY

| REQUIRED TREE SIZING: | PROVIDED TREE SIZING: |
|---|---|
| 60% @ 2.5" CAL. = 45 TREES | 60% @ 2.5" CAL. = 11 TREES 18.6% |
| 10% @ 3" CAL. = 6 TREES | 10% @ 3" CAL. = 14 TREES 23.8% |
| 10% @ 3.5" CAL. = 5 TREES | 10% @ 3.5" CAL. = 16 TREES 27% |
| 10% @ 4" CAL. = 5 TREES | 10% @ 4" CAL. = 10 TREES 17% |
| 10% @ 4.5" CAL. = 4 TREES | 10% @ 4.5" CAL. = 8 TREES 13.6% |

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CHASKA, MN

**LANDSCAPE PLAN - VIEW 2**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

BY DATE

| DATE | ISSUE |
|---|---|
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| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**
DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

L-2.2

Drawing name: X:\2021\210004\plan sheets\210004land.dwg Oct 11, 2021 - 2:25pm

## LANDSCAPE REQUIREMENTS:

CHASKA LANDSCAPING REQUIREMENTS:
ALL OPEN AREAS OF A LOT WHICH ARE NOT USED AND IMPROVED FOR OFF-STREET PARKING, LOADING AND DRIVING AREAS SHALL BE LANDSCAPED WITH LAWN, GROUND COVER, TREES, SHRUBS, ETC., OR LEFT IN A NATURAL STATE. ANY AREAS LEFT NATURAL SHALL BE KEPT FREE OF LITTER, DEBRIS AND NOXIOUS OR UNSIGHTLY WEEDS. THE FOLLOWING MINIMUM STANDARDS SHALL BE REQUIRED:

OVERSTORY DECIDUOUS TREES ..... 2 1/2 INCH DIAMETER
ORNAMENTAL TREES ..... 1 1/2 INCH DIAMETER
CONIFEROUS TREES..... 6 FEET TALL
MAJOR SHRUB PLANTING ..... 5 GALLONS

SITES CONTAINING SIGNIFICANT EXISTING TREES WHICH WILL BE RETAINED MAY BE GIVEN A CREDIT AGAINST THE CALIPER INCH TREE REQUIREMENTS. SIGNIFICANT TREES ARE DEFINED AS CONIFEROUS TREES TWELVE (12) FEET OR MORE IN HEIGHT, OVERSTORY DECIDUOUS TREES TEN (10) IN DIAMETER, OR UNDERSTORY DECIDUOUS TREES SIX (6) INCHES OR MORE IN DIAMETER. EXAMPLES OF ACCEPTABLE UNDERSTORY TREES ARE CRABAPPLE, RUSSIAN OLIVE, RIVER BIRCH, AND AMUR MAPLE. THE AMOUNT OF CREDIT WILL BE BASED ON LOCATION AND SIZE AS DETERMINED BY THE COMMUNITY DEVELOPMENT DEPARTMENT. CREDIT SHALL NOT BE GIVEN TO DEAD, DAMAGED, OR DISEASED TREES.

IN ORDER TO ACHIEVE LANDSCAPING WHICH IS APPROPRIATE IN SCALE WITH THE SIZE OF A BUILDING SITE, THE MINIMUM NUMBER OF CALIPER INCHES OF OVERSTORY TREES REQUIRED SHALL BE DETERMINED BY DIVIDING THE TOTAL GROSS SQUARE FOOTAGE OF ALL FLOORS OF A BUILDING BY 320. A SINGLE-STORY BUILDING IN EXCESS OF TWENTY-FOUR (24) FEET IN HEIGHT SHALL BE CONSIDERED A TWO-STORY BUILDING FOR THE PURPOSES OF DETERMINING ITS TOTAL GROSS SQUARE FOOTAGE. UNDERSTORY TREES AND SHRUBS, IN ADDITION TO THE REQUIRED NUMBER OF OVERSTORY TREES LISTED ABOVE, A FULL COMPLEMENT OF UNDERSTORY TREES AND SHRUBS SHALL BE PROVIDED TO COMPLETE A QUALITY LANDSCAPE TREATMENT OF THE SITE. A MINIMUM NUMBER OF UNDERSTORY TREES AND SHRUBS ARE REQUIRED AS FOLLOWS: THE NUMBER OF UNDERSTORY TREES SHALL BE EQUAL TO TWENTY-FIVE (25) PERCENT OF THE REQUIRED NUMBER OF OVERSTORY TREES; AND THE NUMBER OF SHRUBS SHALL BE EQUAL TO ONE (1) SHRUB PER THIRTY (30) FEET OF SITE PERIMETER OR ONE (1) SHRUB PER THREE-HUNDRED (300) SQUARE FEET OF BUILDING FOOTPRINT, WHICHEVER IS GREATER

## TREE CALCULATIONS:

336,000 GROSS S.F. (14 MULTIFAMILY BUILDINGS) / 320 S.F. = 1050 CALIPER INCHES
- 1050 CALIPER INCHES
- 201 SURPLUS PRESERVED CALIPER INCHES
- 41 SURPLUS CALIPER INCHES PROVIDED (FROM LOT 1)
= 808 CALIPER INCHES TO BE PROVIDED

517 CALIPER INCHES PROVIDED ON LOT 3.
ADDITIONAL TREES PROVIDED VIA EXISTING TREE CREDIT. SEE L-2.0 FOR LANDSCAPE REQUIREMENTS – OVERALL SUMMARY.

| REQUIRED TREE SIZING: | PROVIDED TREE SIZING: |
|---|---|
| 60% @ 2.5" CAL. =194 TREES | 41% @ 2.5" CAL. = 49 TREES |
| 10% @ 3" CAL. = 27 TREES | 12% @ 3" CAL. = 15 TREES |
| 10% @ 3.5" CAL. = 23 TREES | 22% @ 3.5" CAL. = 27 TREES |
| 10% @ 4" CAL. = 20 TREES | 21% @ 4" CAL. = 25 TREES |
| 10% @ 4.5" CAL. = 18 TREES | 4% @ 4.5" CAL. = 4 TREES |

## LANDSCAPE SCHEDULE:

| QUANTITY | KEY | COMMON NAME | SCIENTIFIC NAME | SIZE / ROOT TYPE | NOTES |
|---|---|---|---|---|---|
| **OVERSTORY TREES** | | | | | |
| 7 | AS | Autumn Splendor Buckeye | Aesculus x arnoldiana 'Autumn Splendor' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch |
| 3 | BO | Burr Oak | Quercus macrocarpa | 4.5" Cal. B&B | Straight Trunk, No V-Crotch |
| 17 | CC | Crimson Spire Oak | Quercus alba x Quercus robur | 2.5" Cal. B&B | Straight Trunk, No V-Crotch |
| 6 | CH | Common Hackberry | Celtis occidentalis | 4" Cal. B&B | Straight Trunk, No V-Crotch |
| 6 | HL | Skyline Honey Locust | Gleditsia tricanthos var. inermis 'Skycole' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch |
| 11 | IW | Ironwood | Ostrya virginiana | 3" Cal. B&B | Straight Trunk, No V-Crotch |
| 19 | KC | Kentucky Espresso Coffee Tree | Gymnocladus dioica 'Espresso - JFS' | 4" Cal. B&B | Straight Trunk, No V-Crotch |
| 4 | NH | New Harmony Elm | Ulmus americana 'New Harmony' | 3" Cal. B&B | Straight Trunk, No V-Crotch |
| 7 | SH | Sunburst Honeylocust | Gleditsia tricanthos var. inermis 'Suncole' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch |
| 11 | RO | Red Oak | Quercus rubra | 3.5" Cal. B&B | Straight Trunk, No V-Crotch |
| 16 | RM | Red Maple | Acer rubrum 'Jeffersred' | 3.5" Cal. B&B | Straight Trunk, No V-Crotch |
| 12 | UM | Liberty Maple | Acer saccharum 'Jefcan' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch |
| 2 | WO | White Oak | Quercus alba | 4.5" Cal. B&B | Straight Trunk, No V-Crotch |
| **Total** | | | | | |
| 113 | | | | | |
| **ORNAMENTAL TREES** | | | | | |
| 9 | KS | Korean Sun Pear | Pyrus fauriei 'Westwood' | 1.5" B&B | Straight Trunk, No V-Crotch |
| 8 | MW | Muscle Wood | Carpinus caroliniana | 6' Height, B&B | Clump Form |
| 13 | PD | Pagoda Dogwood | Cornus alternifolia | 6' Height, B&B | Straight Trunk, No V-Crotch |
| 11 | PM | Amur Cherry | Prunus Maakii | 2" B&B | Clump Form |
| 14 | PR | Prairie Rose Crabapple | Malus 'Prairie Rose' | 1.5" B&B | Straight Trunk, No V-Crotch |
| 5 | PS | Pink Spires Crabapple | Malus 'Pink Spires' | 1.5" B&B | Straight Trunk, No V-Crotch |
| 26 | RS | Red Splendor Crabapple | Malus 'Red Splendor' | 1.5" Cal. B&B | Straight Trunk, No V-Crotch |
| 25 | SB | Autumn Brilliance Serviceberry | Amelanchier x grandiflora | 6' Height, B&B | Clump Form |
| 4 | SS | Spring Snow Crabapple | Malus 'Spring Snow' | 2" Cal. B&B | Straight Trunk, No V-Crotch |
| **Total** | | | | | |
| 105 | | | | | |
| **EVERGREEN TREES** | | | | | |
| 21 | BS | Black Hills Spruce | Picea densata | 12' Ht. B&B | Full Form |
| 8 | NS | Norway Spruce | Picea abies | 12' Ht. B&B | Full Form |
| **Total** | | | | | |
| 29 | | | | | |

| QUANTITY | KEY | COMMON NAME | SCIENTIFIC NAME | SIZE / ROOT TYPE | NOTES |
|---|---|---|---|---|---|
| **SHRUBS** | | | | | |
| 30 | AB | Annabelle Hydrangea | Hydrangea arborescens 'Annabelle' | 36" Height Cont. | Min. 5 canes at ht. spec. |
| 46 | AH | American Hazelnut | Corylus americana | 36" Height Cont. | Min. 5 canes at ht. spec. |
| 75 | AJN | Autumn Jubilee Ninebark | Physocarpus opulifolius 'Jefam' | 36" Height Cont. | Min. 5 canes at ht. spec. |
| 51 | BC | Bluechip Juniper | Juniperus horizontalis 'Blue Chip' | 12" Height Cont. | Min. 5 canes at ht. spec. |
| 8 | CD | Cardinal Dogwood | Cornus sericea 'Cardinal' | 36" Height Cont. | Min. 5 canes at ht. spec. |
| 186 | DL | Dwarf Bush Honeysuckle | Diervilla lonicera | 24" Height Cont. | Min. 5 canes at ht. spec. |
| 5 | GSS | Golden Spirit Smokebush | Cotinus coggygria 'Ancot' | 48" Height Cont. | Min. 5 canes at ht. spec. |
| 26 | LH | Lime Light Hydrangea | Hydrangea paniculata 'Jane' | 36" Height Cont. | Min. 5 canes at ht. spec. |
| 16 | QF | Quick Fire Hydrangea | Hydrangea paniculata 'Bulk' | 36" Height Cont. | Min. 5 canes at ht. spec. |
| 16 | IH | Ivory Halo Dogwood | Cornus alba 'Bailhalo' | 36" Height Cont. | Min. 5 canes at ht. spec. |
| 105 | JB | Buffalo Juniper | Juniperus sabina 'Buffalo' | 12" Height Cont. | Min. 5 canes at ht. spec. |
| 146 | JJ | Medora Juniper | Juniperus scopulorum 'Medora' | 12" Height Cont. | Min. 5 canes at ht. spec. |
| 75 | IBC | Iriquois Beauty Chokeberry | Aronia melanocarpa 'Morton' | 24" Height Cont. | Min. 5 canes at ht. spec. |
| 33 | LCN | Lemon Candy Ninebark | Physocarpus opulifolius 'Podaras 3' | 24" Height Cont. | Min. 5 canes at ht. spec. |
| 25 | MAF | Mount Airy Fatherygilla | Fatherygilla major 'Mount Airy' | 24" Height Cont. | Min. 5 canes at ht. spec. |
| 18 | MHV | Mohican Viburnum | Viburnum lantana 'Mohican' | 48" Height Cont. | Min. 5 canes at ht. spec. |
| 683 | MJ | Mint Julep Juniper | Juniperus chinensis 'Sea Green' | 24" Height Cont. | Min. 5 canes at ht. spec. |
| 80 | NFS | Neon Flash Spirea | Spirea 'Neon Flash' | 18" Height Cont. | Min. 5 canes at ht. spec. |
| 74 | NJT | New Jersy Tea | Ceanothus americanus | 12" Height Cont. | Min. 5 canes at ht. spec. |
| 99 | RR | Foxi Pavement Rose | Rosa 'LPKalrin' | 12" Height Cont. | Min. 5 canes at ht. spec. |
| 23 | SRW | Sonic Bloom Weigela | Weigela florida 'Bokrzaspin' | 36" Height Cont. | Min. 5 canes at ht. spec. |
| 20 | SSC | Sixteen Candles Clethra | Clethra alnifolia 'Sixteen Candles' | 12" Height Cont. | Min. 5 canes at ht. spec. |
| 93 | TTC | Toms Thumb Cotoneaster | Cotoneaster apiculatus 'Tom Thumb' | 8" Height Cont. | Min. 5 canes at ht. spec. |
| **Total** | | | | | |
| 1622 | | | | | |
| **PERENNIALS & ORNAMENTAL GRASSES** | | | | | |
| 75 | BAP | False Indigo | Baptisia australis | 1 Gal. Cont. | |
| 15 | JPW | Joepye Weed | Eupatorium maculatum | 1 Gal. Cont. | |
| 78 | HFG | Hameln Fountain Grass | Pennisetum alopecuroides 'Hameln' | 1 Gal. Cont. | |
| 154 | KFG | Karl Foerster Grass | Calamagrostis x acutifolia 'Karl Foerster' | 3 Gal. Cont. | |
| 491 | LBS | Little Bluestem | Schizachirium scoparium | 1 Gal. Cont. | |
| 703 | PDS | Prairie Dropseed | Sporobolus heterolepis | 1 Gal. Cont. | |
| 31 | SNI | Indian Grass | Sorghastrum nutans | 3 Gal. Cont. | |
| 30 | SSD | Stella Supreme Daylily | Hemerocallis 'Stella Supreme' | 1 Gal. Cont. | |
| 96 | WCE | Winter Creeper Euonymus | Euonymus fortunei 'Colorata | 1 Gal. Cont. | |

NOTE: PERENNIALS TO BE DIVERSIFIED IN THE FUTURE FOR ADDITION AL SEASONAL INTEREST





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733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com


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CHASKA, MN

**LANDSCAPE PLAN - VIEW 3**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

| BY | DATE |
|---|---|

| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

| | |
|---|---|
| DESIGNED: | MK |
| DRAWN: | MLS |
| PROJECT NO: | 221-0004 |

L-2.3

Drawing name: X:\2021\210004\plan sheets\210004land.dwg Oct 11, 2021 - 2:26pm

## LANDSCAPE NOTES

1. CALL GOPHER STATE ONE CALL AT 651-454-0002 FOR LOCATING ALL UNDERGROUND UTILITIES AND TO AVOID DAMAGE TO UTILITIES DURING THE COURSE OF THE WORK.
2. INSTALL 4" MIN. TOP SOIL TO ALL SOD AND SHRUB AREAS. FINE GRADE ALL SOD AREAS. INSTALL 12" PLANTING (TOP) SOIL TO ALL ANNUAL/PERENNIAL AREAS.
3. STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. HAVE OWNERS REPRESENTATIVE APPROVE ALL STAKING PRIOR TO INSTALLATION.
4. ALL SHRUB AREAS UNLESS SPECIFIED AS OTHER ON THE PLAN, TO BE BED MULCHED WITH 4" DEPTH OF HARDWOOD MULCH, NATURAL COLOR, OVER FILTER FABRIC, POLY-EDGER TO BE VALLEY VIEW BLACK DIAMOND OR APPROVED.
5. ALL MULCH AND ROCK (BOULDERS, COBBLESTONE, ETC) TO BE APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. INSTALL 4-6" DEPTH SHREDDED HARDWOOD MULCH AROUND ROOT SAUCER OF ALL TREES ISOLATED FROM PLANT BEDS.
7. PLANTING SOIL SHALL BE 1:1:1 CONSISTING OF 33% SELECT LOAMY TOPSOIL, 33% PEAT MOSS, 33% PIT RUN SAND. SEE FILTRATION BASIN DETAILS & NOTES FOR SOIL WITHIN FILTRATION BASIN AREAS.
8. COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF TWO YEARS BEGINNING AT THE DATE OF ACCEPTANCE. MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
9. ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.
10. ALL TREE TRUNKS SHALL BE WRAPPED WITH BROWN CREPE TREE WRAP. APPLY WRAP IN NOVEMBER AND REMOVE IN APRIL.
11. MAINTAIN ALL PLANT MATERIALS, INCLUDING WATERING, UNTIL THE TIME OF ACCEPTANCE.
12. COORDINATE LANDSCAPE INSTALLATION WITH GENERAL CONTRACTOR.
13. STAKING AND GUYING OF TREES OPTIONAL: MAINTAIN PLUMBNESS OF TREES FOR DURATION OF WARRANTY PERIOD.
14. SWEEP AND WASH ALL PAVED SURFACES AND REMOVE ALL DEBRIS RESULTING FROM LANDSCAPE OPERATIONS DAILY.
15. SUPPLY DESIGN AND INSTALLATION FOR NEW IRRIGATION SYSTEM WITH COVERAGE OF SOD AND PLANTING AREAS. USE RAINBIRD OR APPROVED EQUAL. COORDINATE INSTALLATION WITH G.C. SOD AND SHRUB AREAS TO BE ON SEPARATE ZONES. PROVIDE RAIN SENSOR. BOULEVARDS TO BE SODDED AND IRRIGATED.

## SEEDING NOTES

FILTRATION BASIN NATIVE SEED MIX: MN STATE SEED MIX 33-262 (DRY SWALE/POND MIX). SEEDING RATE TO BE 44 LBS/ACRE.

WET PRAIRIE NATIVE SEED MIX: MN STATE SEED MIX 35-262 (WET PRAIRIE MIX). SEEDING RATE TO BE 14.5 LBS/ACRE (PURE LIVE SEED).

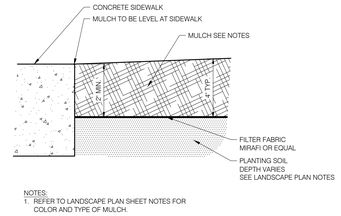
GRASS SEED MIX: MN STATE SEED MIX 25-131 (LOW MAINTENANCE TURF MIX). SEEDING RATE TO BE 220 LBS/ACRE.

APPLY SEED PER THE FOLLOWING: MULCH SEEDED AREAS WITH Mn/DOT TYPE 3 (MCIA CERTIFIED WEED FREE) MULCH AT A RATE OF 1 TON PER ACRE WITHIN 48 HOURS OF SEEDING. MULCH SHOULD THEN BE DISC ANCHORED TO KEEP IT FROM BLOWING AWAY.

SEEDING SHALL BE APPLIED FROM APRIL 1 – JUNE 30 OR NOV. 1 – FREEZE UP. IF HYDROSEEDING UTILIZE APPROXIMATELY 500 GALLONS OF WATER PER ACRE. REFER TO MN/DOT SPEC 3884 FOR PROPER INSTALLATION OF HYDRO-SEED. ALL NATIVE SEEDS USED ON THIS PROJECT SHALL BE CERTIFIED TO BE OF MINNESOTA ORIGIN BY THE MINNESOTA CROP IMPROVEMENT ASSOCIATION (MCIA). SITE TO BE PREPARED BY LOOSENING TOPSOIL TO A MINIMUM DEPTH OF 3 INCHES. THE SITE TO BE HARROWED OR RAKED FOLLOWING SEEDING, AND THEN PACKED USING A CULTI-PACKER OR EQUIVALENT. SEE MNDOT SEEDING MANUAL FOR REFERENCE.

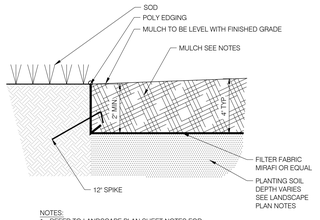
MAINTAIN SEEDED AREAS BY WATERING, REMULCHING AND REPLANTING AS NECESSARY TO ESTABLISH A UNIFORMLY DENSE STAND OF THE SPECIFIED GRASSES UNTIL ACCEPTED. ANY AREAS FAILING TO ESTABLISH A STAND SHALL BE RESEEDED, REFERTILIZED AND REMULCHED (UNLESS OTHERWISE SPECIFIED) WHENEVER 70% VEGETATIVE COVER IS NOT ACHIEVED. RESEEDING SHALL CONFORM IN ALL RESPECTS TO THESE SPECIFICATIONS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE WORK AREAS RESULTING FROM EROSION AND/OR EQUIPMENT. THE CONTRACTOR SHALL REPAIR DAMAGE, INCLUDING REGRADING, RESEEDING, ETC. AS NECESSARY, BEFORE SIGNIFICANT DAMAGE OCCURS.

REFER TO MN STATE SEED MIX MANUAL. REFER TO O&M DOCUMENT FOR FURTHER DETAILS REGARDING INSPECTION AND MAINTENANCE PRACTICES.



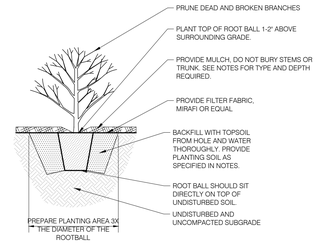

NOTES:
1. REFER TO LANDSCAPE PLAN SHEET NOTES FOR COLOR AND TYPE OF MULCH.

1 L-3.0 MULCH AT SIDEWALK
NOT TO SCALE

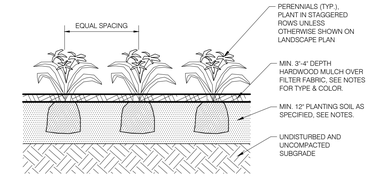



NOTES:
1. REFER TO LANDSCAPE PLAN SHEET NOTES FOR COLOR AND TYPE OF MULCH.

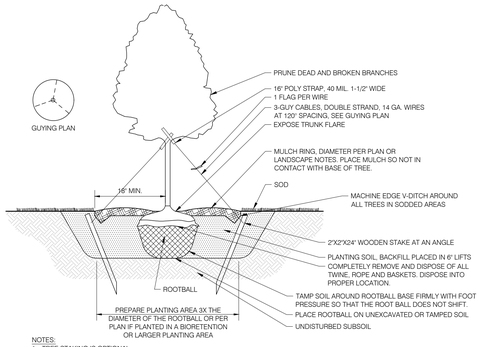
2 L-3.0 MULCH AT SOD
NOT TO SCALE




3 L-3.0 SHRUB PLANTING
NOT TO SCALE




4 L-3.0 PERENNIAL PLANTING
NOT TO SCALE




NOTES:
1. TREE STAKING IS OPTIONAL.
2. DO NOT PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN OR DEAD BRANCHES.
3. FOR TREES IN CONTAINERS, REMOVE CONTAINER PRIOR TO PLANTING. FOR BARE ROOT TREES, PLACE TREE IN MIDDLE OF PLANTING HOLE, SPREAD ROOTS OUT RADIALLY FROM THE TRUNK AROUND THE PREPARED HOLE.

5 L-2.0 TREE PLANTING
NOT TO SCALE

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HWY 41 & PEAVEY ROAD
CHASKA, MN

**LANDSCAPE DETAILS**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

BY DATE

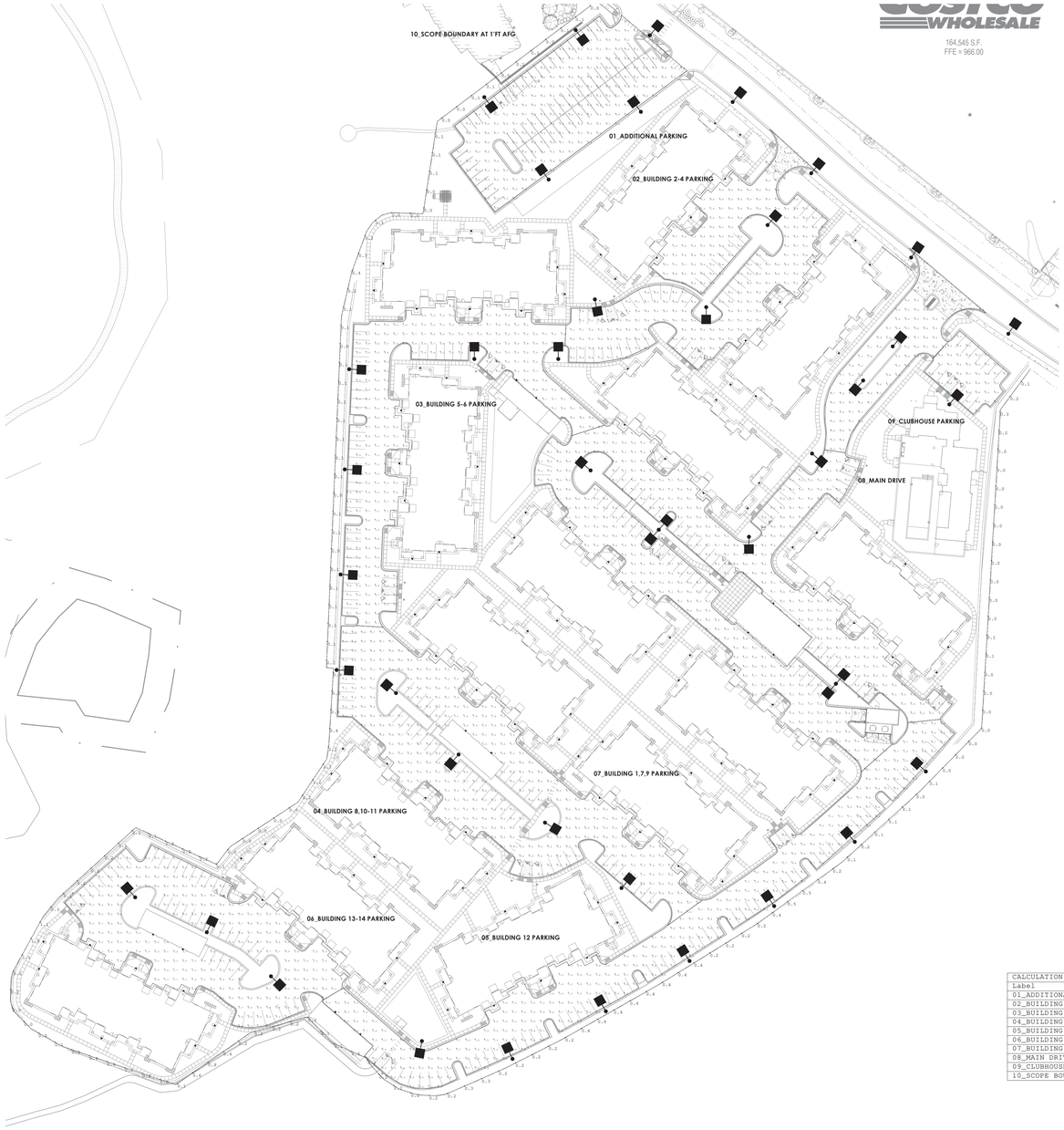
| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
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| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |
| 9-30-21 | PROGRESS |
| 10-11-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

L-3.0

Drawing name: X:\2021\210004\plan sheets\210004land.dwg Oct 11, 2021 - 2:27pm




COSTCO WHOLESALE

164,545 S.F.
FFE = 966.00

## GENERAL NOTES:

A. ALL SITE LIGHTING POLES ARE MOUNTED AT 25'-0" AFG.

B. ALL BUILDING MOUNTED LIGHTING SHOWN ON SHEET E100S IS INCLUDED IN THIS PHOTOMETRIC CALCULATION.

C. THE RESULTS OF THIS STUDY ARE TO BE VIEWED ONLY AS AN INDICATION OF POSSIBLE PERFORMANCE. DUE TO VARIATIONS IN LED BOARDS, DRIVERS, MANUFACTURING, LINE VOLTAGE, AND SITE CONDITIONS. A GUARANTEED LEVEL OF PERFORMANCE IS NOT POSSIBLE AND IS NOT REPRESENTED BY THIS ANALYSIS.

D. CALCULATION IS MODELED USING A LIGHT LOSS FACTOR OF .85 TO INDICATE MAINTAINED ILLUMINANCE VALUES.

| CALCULATION SUMMARY | | | | | | | |
|---|---|---|---|---|---|---|---|
| Label | CalcType | Units | Avg | Max | Min | Avg/Min | Max/Min |
| 01_ADDITIONAL PARKING | Illuminance | Fc | 0.62 | 1.2 | 0.2 | 3.10 | 6.00 |
| 02_BUILDING 2-4 PARKING | Illuminance | Fc | 0.78 | 3.3 | 0.2 | 3.90 | 16.50 |
| 03_BUILDING 5-6 PARKING | Illuminance | Fc | 1.12 | 4.0 | 0.3 | 3.73 | 13.33 |
| 04_BUILDING 8,10-11 PARKING | Illuminance | Fc | 0.96 | 3.8 | 0.1 | 9.60 | 38.00 |
| 05_BUILDING 12 PARKING | Illuminance | Fc | 0.94 | 3.8 | 0.2 | 4.70 | 19.00 |
| 06_BUILDING 13-14 PARKING | Illuminance | Fc | 0.87 | 3.7 | 0.2 | 4.35 | 18.50 |
| 07_BUILDING 1,7,9 PARKING | Illuminance | Fc | 1.00 | 3.6 | 0.1 | 10.00 | 36.00 |
| 08_MAIN DRIVE | Illuminance | Fc | 0.70 | 1.8 | 0.2 | 3.50 | 9.00 |
| 09_CLUBHOUSE PARKING | Illuminance | Fc | 0.57 | 1.1 | 0.2 | 2.85 | 5.50 |
| 10_SCOPE BOUNDARY AT 1'FT AFG | Illuminance | Fc | 0.23 | 2.1 | 0.0 | N.A. | N.A. |

1 ELECTRICAL PHOTOMETRIC PLAN - VIEW 1
1" = 60'-0"

PLAN NORTH

TRUE NORTH

9/2/2021 4:58:04 PM

CONTINENTAL PROPERTIES
CONTINENTAL 000123 FUND LLC
W134 N8675 EXECUTIVE PARKWAY
MENOMONEE FALLS, WI 53051
262.502.5500 * FAX 262.502.5522

RJ RING & DUCHATEAU
17400 West Capitol Drive, Brookfield, WI 53045
301 South Blount Street, Suite 101 - Madison, WI 53703
Phone: 414.778.1700 / Fax: 414.778.2360 / r-d@ringdu.com

THIS BAR IS 1" LONG
IF IT MEASURES ANYTHING OTHER THAN 1"
ADJUST SCALE ACCORDINGLY.

R&D Project No.: 221181.00

LICENSED PROFESSIONAL ENGINEER
09-02-2021

Revisions

2018 PROTOTYPE

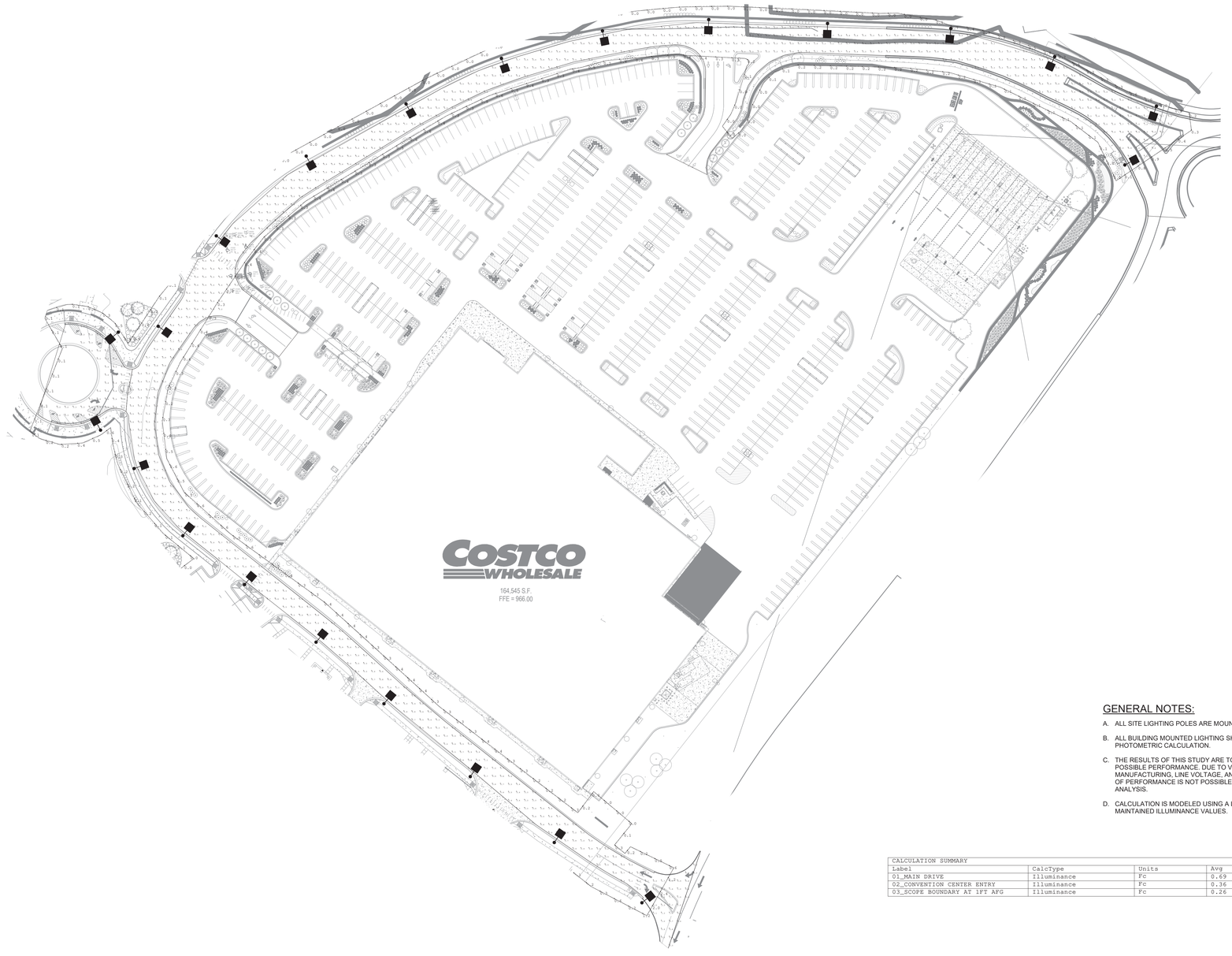
Drawing Date
06/15/19

SPRINGS PROTOTYPE
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Project No.
218006.04

Sheet Title
ELECTRICAL PHOTOMETRIC PLAN - VIEW 1

Sheet No.
E201S




1 ELECTRICAL PHOTOMETRIC PLAN - VIEW 2
1" = 60'-0"

## GENERAL NOTES:

A. ALL SITE LIGHTING POLES ARE MOUNTED AT 25'-0" AFG.

B. ALL BUILDING MOUNTED LIGHTING SHOWN ON SHEET E100S IS INCLUDED IN THIS PHOTOMETRIC CALCULATION.

C. THE RESULTS OF THIS STUDY ARE TO BE VIEWED ONLY AS AN INDICATION OF POSSIBLE PERFORMANCE. DUE TO VARIATIONS IN LED BOARDS, DRIVERS, MANUFACTURING, LINE VOLTAGE, AND SITE CONDITIONS, A GUARANTEED LEVEL OF PERFORMANCE IS NOT POSSIBLE AND IS NOT REPRESENTED BY THIS ANALYSIS.

D. CALCULATION IS MODELED USING A LIGHT LOSS FACTOR OF .85 TO INDICATE MAINTAINED ILLUMINANCE VALUES.

CALCULATION SUMMARY

| Label | CalcType | Units | Avg | Max | Min | Avg/Min | Max/Min |
|---|---|---|---|---|---|---|---|
| 01_MAIN DRIVE | Illuminance | Fc | 0.69 | 2.3 | 0.2 | 3.45 | 11.50 |
| 02_CONVENTION CENTER ENTRY | Illuminance | Fc | 0.36 | 0.4 | 0.2 | 1.80 | 2.00 |
| 03_SCOPE BOUNDARY AT 1FT AFG | Illuminance | Fc | 0.26 | 2.4 | 0.0 | N.A. | N.A. |

PLAN NORTH

TRUE NORTH

9/2/2021 4:58:55 PM

CONTINENTAL PROPERTIES
CONTINENTAL 000123 FUND LLC
W134 N8675 EXECUTIVE PARKWAY
MENOMONEE FALLS, WI 53051
262.502.5500 * FAX 262.502.5522

RING & DUCHATEAU
17400 West Capitol Drive, Brookfield, WI 53045
301 South Blount Street, Suite 101 - Madison, WI 53703
Phone: 414.778.1700 / Fax: 414.778.2360 / r-d@ringdu.com

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IF IT MEASURES ANYTHING OTHER THAN 1"
ADJUST SCALE ACCORDINGLY.
R&D Project No.: 221181.00

09-02-2021

Revisions

2018 PROTOTYPE

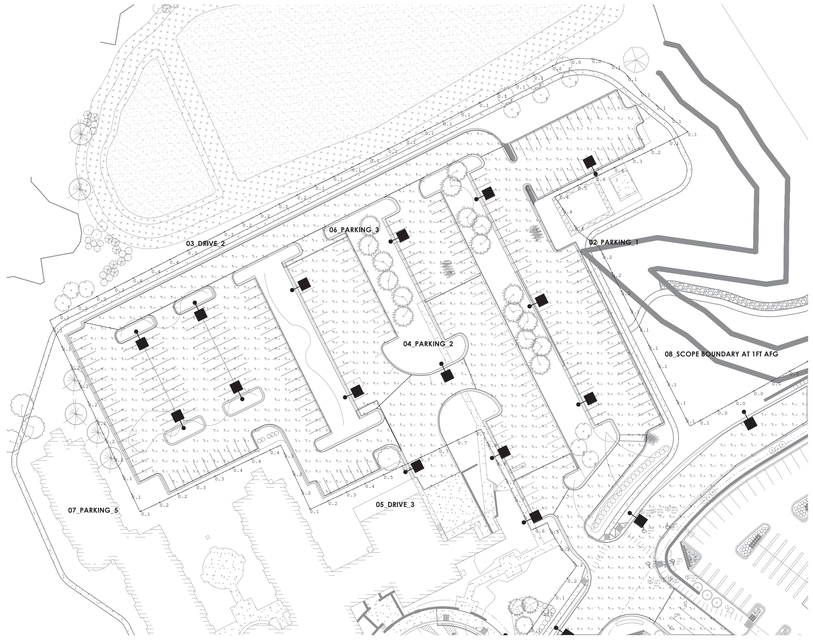
Drawing Date
08/30/21

SPRINGS PROTOTYPE
Enter address here

Project No.
218006.04

Sheet Title
ELECTRICAL PHOTOMETRIC PLAN - VIEW 2

Sheet No.
E202S




1 ELECTRICAL PHOTOMETRIC PLAN - VIEW 3
1" = 60'-0"

PLAN NORTH

TRUE NORTH

## GENERAL NOTES:

A. ALL SITE LIGHTING POLES ARE MOUNTED AT 30'-0" AFG.

B. TYPE P6 LIGHT POLES ARE EXISTING POLE WITH NEW HEAD.

C. ALL BUILDING MOUNTED LIGHTING SHOWN ON SHEET E100S IS INCLUDED IN THIS PHOTOMETRIC CALCULATION.

D. THE RESULTS OF THIS STUDY ARE TO BE VIEWED ONLY AS AN INDICATION OF POSSIBLE PERFORMANCE. DUE TO VARIATIONS IN LED BOARDS, DRIVERS, MANUFACTURING, LINE VOLTAGE, AND SITE CONDITIONS, A GUARANTEED LEVEL OF PERFORMANCE IS NOT POSSIBLE AND IS NOT REPRESENTED BY THIS ANALYSIS.

E. CALCULATION IS MODELED USING A LIGHT LOSS FACTOR OF .85 TO INDICATE MAINTAINED ILLUMINANCE VALUES.

| CALCULATION SUMMARY | | | | | | | |
|---|---|---|---|---|---|---|---|
| Label | CalcType | Units | Avg | Max | Min | Avg/Min | Max/Min |
| 01_DRIVE | Illuminance | Fc | 0.38 | 1.2 | 0.0 | N.A. | N.A. |
| 02_PARKING_1 | Illuminance | Fc | 0.36 | 0.7 | 0.1 | 3.60 | 7.00 |
| 03_DRIVE_2 | Illuminance | Fc | 0.37 | 0.7 | 0.2 | 1.85 | 3.50 |
| 04_PARKING_2 | Illuminance | Fc | 0.54 | 0.8 | 0.4 | 1.35 | 2.00 |
| 05_DRIVE_3 | Illuminance | Fc | 0.66 | 0.8 | 0.6 | 1.10 | 1.33 |
| 06_PARKING_3 | Illuminance | Fc | 0.51 | 0.8 | 0.3 | 1.70 | 2.67 |
| 07_PARKING_5 | Illuminance | Fc | 0.54 | 0.8 | 0.2 | 2.70 | 4.00 |
| 08_SCOPE BOUNDARY AT 1FT AFG | Illuminance | Fc | 0.25 | 0.9 | 0.0 | N.A. | N.A. |

CONTINENTAL PROPERTIES
CONTINENTAL 000123 FUND LLC
W134 N8675 EXECUTIVE PARKWAY
MENOMONEE FALLS, WI 53051
262.502.5500 * FAX 262.502.5522

RING & DUCHATEAU
17400 West Capitol Drive, Brookfield, WI 53045
301 South Blount Street, Suite 101 - Madison, WI 53703
Phone: 414.778.1700 / Fax: 414.778.2360 / r-d@ringdu.com

THIS BAR IS 1" LONG.
IF IT MEASURES ANYTHING OTHER THAN 1"
ADJUST SCALE ACCORDINGLY.
R&D Project No.: 221181.00

09-02-2021

Revisions

2018 PROTOTYPE

Drawing Date
08/30/21

SPRINGS PROTOTYPE
Enter address here

Project No.
218006.04

Sheet Title
ELECTRICAL PHOTOMETRIC PLAN - VIEW 3

Sheet No.
E203S

9/2/2021 4:58:05 PM

| | | | | | |
|---|---|---|---|---|---|
| Project | | Catalog # | | Type | |
| Prepared by | | Notes | | Date | |




# Lumark

## Prevail / Prevail XL Discrete LED

Area / Site Luminaire

**Product Features**

LumenSafe Technology

**Interactive Menu**

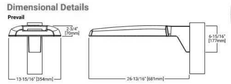
- Ordering Information page 2
- Mounting Details page 3
- Optical Configurations page 3
- Product Specifications page 4
- Energy and Performance Data page 4
- Control Options page 5

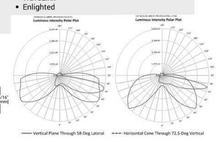
**Quick Facts**

- Direct-mounted discrete light engine for improved optical uniformity and visual comfort
- Lumen packages range from 7,500 - 41,000 nominal lumens (50W - 300W)
- Replaces 70W up to 1,000W HID equivalents
- Efficacies up to 148 lumens per watt
- Standard universal quick mount arm with universal drill pattern

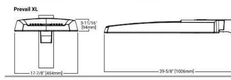
**Dimensional Details**

Prevail




Prevail XL







**Product Certifications**

**Connected Systems**

- WaveLinx
- Enlighted



FIXTURES "A" AND "B" AND "E"

# Lumark

## PRV / PRV-XL Prevail Discrete

**Ordering Information**

SAMPLE NUMBER: **PRV-XL-PA4B-740-U-T4W-BZ**

| Product Family [1,2] | Light Engine | | Color Temperature | Voltage | Distribution | Mounting (Included) | Finish |
|---|---|---|---|---|---|---|---|
| | Configuration | Drive Current* | | | | | |
| **PRV**=Prevail | **PA1**=1 Panel, 24 LED Rectangle<br>**PA2**=2 Panels, 48 LED Rectangles | **A**=145mA Nominal<br>**B**=185mA Nominal | **740**=740K 4000K<br>**730**=730CRI, 3000K<br>**735**=735CRI, 3500K<br>**750**=750CRI, 5000K | **U**=Universal, 120-277V<br>**H**=High Voltage, 347-480V<br>**1**=347V<br>**4**=480V [3] | **T2R**=Type II Roadway<br>**T2M**=Type II Offset<br>**T3**=Type III<br>**T4W**=Type IV Wide<br>**SWD**=Type V Square Wide | **[Blank]**=Standard Versatile Arm<br>**MA**=Mast Arm<br>**WM**=Wall Mount Arm | **AP**=Grey<br>**BK**=Black<br>**BZ**=Bronze<br>**DP**=Dark Platinum<br>**GM**=Graphite Metallic<br>**WH**=White |
| **PRV-XL**=Prevail XL | **PA3**=3 Panels, 72 LED Rectangles<br>**PA4**=4 Panels, 96 LED Rectangles | | | | | | |

**Options** (Add as Suffix)

**10K**=10kV UL 1449 Fused Surge Protective Device
**20MSP**=20kV MOV Surge Protective Device
**HA**=50°C High Ambient Temperature Operation
**NA**=50°C High Ambient Temperature
**HSS**=House Side Shield (Factory Installed) [4]
**L90**=Optics Rotated 90° Left
**R90**=Optics Rotated 90° Right
**PE**=NEMA 7-PE Photocontrol Receptacle [5]
**PEC**=NEMA 7-PEC Twistlock Photocontrol Receptacle [5]
**SPD1**=Dimming Occupancy Sensor with Bluetooth Interface, 18'-40' Mounting [6]
**SPD2**=Dimming Occupancy Sensor with Bluetooth Interface, 25'-40' Mounting [6]
**SPD4**=Dimming Occupancy Sensor with Bluetooth Interface, 21'-40' Mounting [6]
**MSDM-L80**=Motion Sensor for Dimming Operation, Up to 8' Mounting Height [7,8,9]
**MSDM-L81**=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height [7,8,9]
**MSDM-L82**=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height [7,8,9]
**MS-L80**=Motion Sensor for ON/OFF Operation, Up to 8' Mounting Height [7,8,9]
**MS-L81**=Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height [7,8,9]
**MS-L82**=Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height [7,8,9]
**PIR**=Bi-Level Motion Sensor, 8' Mounting Height [7,8,9]
**PIRW**=Wireless enabled 8 PIR TwistLock Receptacle [7,8,9,11]
**SMPSHEX**=Wireless Wireless Sensor, 7' - 15' Mounting Height [7,8,10,11,12]
**SMPSHEXHD**=Wireless Wireless Sensor, 15'-40' Mounting Height [7,8,10,11,12]
**LMS-LW**=Enlighted Wireless Sensor, Wide Lens for 8' - 15' Mounting Height [7,8,10]
**LMS-LN**=Enlighted Wireless Sensor, Narrow Lens for 15' - 40' Mounting Height [7,8,10]
**[See Table Below]**=LumenSafe Integrated Network Security Camera [10,13]
**CD**=Coastal Construction [14]

**Accessories** (Order Separately) [15]

**PRVWM-EX**=Wall Mount Kit [16]
**PRVMA-EX**=Mast Arm Mounting Kit [16]
**PRVAB-EX**=Arm Mounted Arm Mounting Kit [16]
**PRVXLWM-EX**=Wall Mount Mounting Kit (for Prevail XL) [16]
**PRVXLMA-EX**=Mast Arm Mounting Kit (for Prevail XL) [16]
**PRVXLSA-EX**=Standard Arm Mounting Kit (for Prevail XL) [16]
**MA1010-XX**=Single Tenon Adapter for 2-1/2" O.D. Tenon
**MA2010-XX**=Single Tenon Adapter for 2-3/8" O.D. Tenon
**MA1012-XX**=Single Tenon Adapter for 2-3/8" O.D. Tenon
**MA1810-XX**=2@180° Tenon Adapter for 2-3/8" O.D. Tenon
**MA2010-XX**=2@180° Tenon Adapter for 2-3/8" O.D. Tenon
**HSS-UP**=House Side Shield, Horizontal Panel [4,16]
**GALWA1010**=Photocontrol Shorting Cap
**GALWA1016**=NEMA Photocontrol - 120V
**GALWA1017**=NEMA Photocontrol - Multi-Tap 105-285V
**GALWA1018**=NEMA Photocontrol - 347V
**GALWA1021**=NEMA Photocontrol - 480V
**FSIR-100**=Wireless Configuration Tool for Motion Sensor [8]
**SMPSHEX-KIT**=WaveLinx Wireless Sensor, 7' - 15' Mounting Height [7,8,10]
**SMPSHD-KIT**=WaveLinx Wireless Sensor, 15' - 40' Mounting Height [7,8,10]
**WGLC-TP-10A**=WaveLinx Outdoor Control Module (7-PIN) [8]

**NOTES**

1. Design lights Consistent® Qualified. Refer to www.designlights.org QualifiedProducts List under Family Models for details.
2. Not all combinations may be available. Refer to configuration tool for more options. Consult factory for special applications. Installation instructions and pole white paper WP512005EN for additional support information.
3. Nominal drive current; shown here. For actual drive current by configuration, refer to Power and Lumens table.
4. Only for use with 480Y Wye systems. For NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner; Delta systems).
5. House Side Shield not for use with SMQ distributions.
6. If High Voltage (H) is specified, use a photocontrol that matches the input voltage used (either 347V or 480V).
7. Sensor not available with 347V or 480V. Sensor not available with 347V or 480V.
8. Controls system is not available with photocontrol receptacle (PE or PEC) or when controls systems (MS, DM, DS or LMS).
9. Utilizes the Watchtrigger sensor PIR-SFC.
10. Sensor not available with 347V or 480V. Factory sensitive when operating below 20°C (-4°F).
11. For the Bronze to be field configurable, requires WGC Gateway components WGC-PoE and WPOE-120 as appropriate quantities. Only compatible with WaveLinx system and software and requires system components to be installed for operation. See website for more WaveMax application information.
12. Not available with High Voltage (U, H or 1).
13. Requires a P4 Receptacle receptacle (20 in.) for option.
14. Enlightened wireless sensors are factory installed and require network components (APP-ERP-1, APP-ERP-CAM-1, and CAP-PoE24 in appropriate quantities. See website for application information.
15. Not available with High Voltage (U, H or 1) or 1% 10V options.
16. Consult LumenSafe systems product pages for more information.
17. Only available in PRV configurations PA3 & or PA2X.
18. Must order one spare (CLP) when ordering any PRV-XL-PA4B-installable accessory (L, D, S or K). Refer to House Side Shield reference table for details.
19. Not available with Bird-deterrent spikes (BSK) or Vandal guard (VG) options. Consult your lighting representative for more information.
20. Requires 7-PIN NEMA twistlock photocontrol receptacle (PEC) option. The WGLC-T cannot be used in conjunction with other controls systems (MS, DM, DS or LMS). Only for use at 120-347V.
21. Coastal construction finish salt spray tested to over 5,000 hours per ASTM B117, with a scribe rating of 9 per ASTM D1654.
22. Smart device with weather application required to change system defaults. See controls section for details.

**LumenSafe Integrated Network Security Camera Technology Options** (Add as Suffix)

| Product Family | Camera Type | Data Backhaul |
|---|---|---|
| **L**=LumenSafe Technology | **D**=Dome Camera | **C**=Cellular, Customer Installed SIM Card<br>**A**=Cellular, Factory Installed AT&T SIM Card<br>**V**=Cellular, Factory Installed Verizon SIM Card<br>**S**=Cellular, Factory Installed Sprint SIM Card | **E**=Ethernet Networking |

**Power and Lumens (PRV)**

| | Light Engine | PA1A | PA1B | PA2A | PA2B |
|---|---|---|---|---|---|
| **Power (Watts)** | System Power | 68 | 94 | 136 | 188 |
| | Power Factor | 0.99 | 0.99 | 0.99 | 0.99 |
| | Input Current @ 120V (A) | 0.59 | 0.82 | 1.18 | 1.64 |
| | Input Current @ 277V (A) | 0.25 | 0.35 | 0.49 | 0.68 |
| | Input Current @ 347V (A) | 0.17 | 0.25 | 0.33 | 0.45 |
| | Input Current @ 480V (A) | 0.13 | 0.17 | 0.24 | 0.33 |
| **Distribution** | | | | | |
| **Type III** | 4000K/5000K Lumens | 7,575 | 9,957 | 15,149 | 19,920 |
| | Bulb Rating | B1 (81-90 CRI) | B2 (>90 CRI) | B1 (81-90 CRI) | B2 (>90 CRI) |
| | Lumens per Watt | 110 | 105 | 111 | 105 |
| | 3000K Lumens [17] | 6,899 | 9,077 | 14,065 | 17,511 |
| | 4000K/5000K Lumens | 7,484 | 9,798 | 15,066 | 18,435 |
| **Type IV Wide** | Bulb Rating | B2 (>90 CRI) | B2 (>90 CRI) | B2 (>90 CRI) | B2 (>90 CRI) |
| | Lumens per Watt | 109 | 105 | 109 | 100 |
| | 3000K Lumens [17] | 6,813 | 8,869 | 14,135 | 17,596 |



TYPE OD - APARTMENTS



# D-Series Size 1

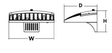
## LED Wall Luminaire

d*series

**Specifications**

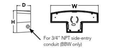
**Luminaire**

| | | | |
|---|---|---|---|
| **Width:** | 13-3/4" (34.9 cm) | **Weight:** | 12 lbs (5.4 kg) |
| **Depth:** | 10" (25.4 cm) | | |
| **Height:** | 6-3/8" (16.2 cm) | | |




**Back Box (BBW, ELCW)**

| | | | |
|---|---|---|---|
| **Width:** | 13-3/4" (34.9 cm) | **BBW Weight:** | 5 lbs (2.3 kg) |
| **Depth:** | 4" (102.2 mm) | **ELCW Weight:** | 10 lbs (4.5 kg) |
| **Height:** | 6-3/8" (16.2 cm) | | |




Catalog Number

Notes

Type

To view this site in a non-English version of this page or to see all construction submittals, please visit the Lithonia Lighting® website at www.lithonia.com.

**Introduction**

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

**Ordering Information** **EXAMPLE:** DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

**DSXW1 LED**

| Series | LEDs | Drive Current | Color Temperature | Distribution | Voltage | Mounting | Control Options |
|---|---|---|---|---|---|---|---|
| DSXW1 LED | 10C 10 LEDs (one engine)<br>20C 20 LEDs (two engines) [1]<br>30C 30 LEDs (three engines) [1] | 350 350 mA<br>530 530 mA<br>700 700 mA<br>1000 1000 mA (1 A) [2] | 30K 3000 K<br>40K 4000 K<br>50K 5000 K<br>AMBPC Amber phosphor converted | T2S Type II Short<br>T2M Type II Medium<br>T3S Type III Short<br>T3M Type III Medium<br>T4M Type IV Medium<br>TFTM Forward Throw Medium<br>ASYDF Asymmetric diffuse | MVOLT [3]<br>120 [4]<br>208 [4]<br>240 [4]<br>277 [4]<br>347 [4,5]<br>480 [4,5] | **Shipped included**<br>(blank) Surface mounting bracket<br>**Shipped separately** [6]<br>BBW Surface-mounted back box (for conduit entry) | **Shipped installed**<br>PE Photoelectric cell, button type [7]<br>DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)<br>PIR 180° motion/ambient light sensor, <15' mtg ht [7,8]<br>PIRH 180° motion/ambient light sensor, 15-30' mtg ht [7,8]<br>PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc [7,8]<br>ELCW Emergency battery backup (includes external component enclosure, non-CEC compliant) [9]<br>**Shipped separately** [6]<br>PER Receptacle only, button type [7]<br>PER7 Seven-wire receptacle only (control ordered separately) [7,10]<br>DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)<br>PIR 180° motion/ambient light sensor, <15' mtg ht [7,8]<br>PIRH 180° motion/ambient light sensor, 15-30' mtg ht [7,8]<br>PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc [7,8]<br>PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc [7,8] |

| Other Options | | Finish (required) | | | |
|---|---|---|---|---|---|
| **Shipped installed** | | DDBXD Dark bronze | DCGXD Sandstone | DWHGXD Textured white | |
| SF Single fuse (120, 277, 347V) [3] | **Shipped separately** [6] | DBLXD Black | DDBTXD Textured dark bronze | DSSTXD Textured sandstone | |
| DF Double fuse (208, 240 or 480V) [3,4] | BSW Bird-deterrent spikes | DNAXD Natural aluminum | DBLBXD Textured black | | |
| HS House-side shield [4] | VG Vandal guard | DWHXD White | DNATXD Textured natural aluminum | | |
| SPD Separate surge protection [11] | | | | | |

**Accessories**

Ordered and shipped separately.

| | |
|---|---|
| DSHM1E | House-side shield (one per light engine) |
| DSHM1BW1 | Bird-deterrent spikes |
| DSHM1WG-E | Wire guard accessory |
| DSHM1VG | Vandal guard accessory |

**NOTES**

1. 20C, 1000 is not available with PIR, PIRH, PIR1FC3V or PIRH1FC3V.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3. Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
4. Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
5. Back box ships installed for future. Cannot be field installed. Cannot be ordered as an accessory.
6. Must be ordered with fixture. Not available with 347 or 480 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
7. Reference Motion Sensor table on page 3.
8. Cold weather (-20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at www.lithonia.com.
9. Not available with SPD.
10. Not available with ELCW.
11. Also available as a separate accessory; see Accessories information.
12. Not available with ELCW.



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# D-Series Size 2

## LED Wall Luminaire

d*series

**Specifications**

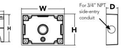
**Luminaire**

| | | | |
|---|---|---|---|
| **Width:** | 18-1/2" (47.0 cm) | **Weight:** | 21 lbs (9.5 kg) |
| **Depth:** | 10" (25.4 cm) | | |
| **Height:** | 7-5/8" (19.4 cm) | | |




**Back Box (BBW)**

| | | | |
|---|---|---|---|
| **Width:** | 5-1/2" (14.0 cm) | **BBW Weight:** | 1 lbs (0.5 kg) |
| **Depth:** | 1-1/2" (3.8 cm) | | |
| **Height:** | 4" (10.2 cm) | | |




Catalog Number

Notes

Type

To view this site in a non-English version of this page or to see all construction submittals, please visit the Lithonia Lighting® website at www.lithonia.com.

**A+ Capable Luminaire**

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is A+ Certified when ordered with DTL® controls marked by a shaded background. DTL DLL equipped luminaires meet the A+ specification for luminaire to photocontrol interoperability1
- This luminaire is part of an A+ Certified solution for ROAM® or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background2

To learn more about A+, visit www.acuitybrands.com/aplus.

1. See ordering tree for details.
2. A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately: Link to Roam; Link to DTL DLL

A+ Capable options indicated by this color background.

**Ordering Information** **EXAMPLE:** DSXW2 LED 30C 700 40K T3M MVOLT DDBTXD

**DSXW2 LED**

| Series | LEDs | Drive Current | Color temperature | Distribution | Voltage | Mounting | Control Options |
|---|---|---|---|---|---|---|---|
| DSXW2 LED | 20C 20 LEDs (two engines)<br>30C 30 LEDs (three engines) | 350 350 mA<br>530 530 mA<br>700 700 mA<br>1000 1000 mA (1 A) | 30K 3000 K<br>40K 4000 K<br>50K 5000 K<br>AMBPC Amber phosphor converted | T2S Type II Short<br>T2M Type II Medium<br>T3S Type III Short<br>T3M Type III Medium<br>T4M Type IV Medium<br>ASYDF Asymmetric diffuser | MVOLT [1]<br>120 [2]<br>208 [2]<br>240 [2]<br>277 [2]<br>347 [2,3]<br>480 [2,3] | **Shipped included**<br>(blank) Surface mounting bracket | **Shipped installed**<br>PE Photoelectric cell, button type [4]<br>PER NEMA twist-lock receptacle only (control ordered separately) [4]<br>PER5 Five-wire receptacle only (control ordered separately) [4,5]<br>PER7 Seven-wire receptacle only (control ordered separately) [4,5]<br>DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)<br>PIR 180° motion/ambient light sensor, <15' mtg ht [4,6]<br>PIRH 180° motion/ambient light sensor, 15-30' mtg ht [4,6]<br>PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc [4,6]<br>PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc [4,6] |

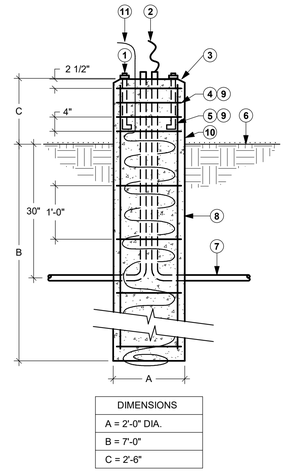
| Other Options | | Finish (required) | | | |
|---|---|---|---|---|---|
| **Shipped installed** | **Shipped separately** [7] | DDBXD Dark bronze | DCGXD Sandstone | DWHGXD Textured white | |
| SF Single fuse (120, 277, 347V) [2] | BSW Bird-deterrent spikes | DBLXD Black | DDBTXD Textured dark bronze | DSSTXD Textured sandstone | |
| DF Double fuse (208, 240, 480V) [2] | VG Vandal guard | DNAXD Natural aluminum | DBLBXD Textured black | | |
| HS House-side shield [8] | | DWHXD White | DNATXD Textured natural aluminum | | |
| SPD Separate surge protection [9] | | | | | |



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TYPE OE - GARAGES




| DIMENSIONS |
|---|
| A = 2'-0" DIA. |
| B = 7'-0" |
| C = 2'-6" |

## DETAIL NOTES:

1. AT CONTRACTOR'S OPTION, CONTRACTOR MAY USE A CURVED LID J-BOX RECESSED IN THE POLE BASE FOR ROUTING MULTIPLE CONDUITS TO/FROM A POLE. OTHERWISE STUBB CONDUITS OUT THE TOP OF THE CONCRETE BASE WITHIN THE POLE DIAMETER.
2. WHEN USED, JUNCTION BOXED SHALL FACE OPPOSITE TRAFFIC AND SNOW PLOWING.
3. PROVIDE A SPARE CONDUIT STUB AT EACH END-OF-LINE FIXTURE. SEE PLANS FOR ADDITIONAL SPARE STUBS.
4. PROVIDE A BUSHING ON ALL EXPOSED CONDUIT ENDS.

## KEYED NOTES -

1. USE ANCHOR BOLTS FURNISHED BY POLE MANUFACTURER. VERIFY BOLT CIRCLE DIAMETER WITH
2. MANUFACTURER. APPLY "ANTI-SEIZE" LUBRICANT TO ALL ANCHOR BOLT THREADS. UTLIZIE LOCK WASHERS.
3. #10 GROUND PER CONDUIT - ATTACH TO GROUND LUG ON POLE.
4. 1" CHAMFER
5. #3 TIES AT 1'-0" O.C.
6. (8) #6 VERTICAL BARS
7. GRADE
8. NON-METALLIC CONDUIT 1" MINIMUM
9. PROVIDE AIR ENTRAINED CONCRETE WITH AT LEAST A 3000 PSI RATING AND 3/4" AGGREGATE.
10. ALL REINFORCING BARS TO BE ASTM A615 (60 KSI) AND EPOXY COATED.
11. PROVIDE A SMOOTH RUBBED FINISH ON EXPOSED CONCRETE ASSOCIATED WITH THE CONCRETE BASE. FINISH SHALL BE PER ACI 301-89, PARAGRAPH 10.31. PROVIDE TOP WITH BRUSHED FINISH.

    PROVIDE ERICO EK16 DIRECT BURY CLAMP (OR EQUAL) AT TOP OF REBAR CAGE. PROVIDE 23' OF #6 BARE COPPER STRANDED GROUNDING ELECTRODE CONDUCTOR. EXTEND CONDUCTOR OUT THE TOP OF POLE BASE TO GROUND LUG. SPIRAL 10' MINIMUM OF CONDUCTOR AROUND OUTSIDE OF REBAR CAGE. LOOP REMAINING CONDUCTOR AROUND REBAR CAGE AT BOTTOM OF POLE BASE IN CONTACT WITH EARTH.

1 POLE BASE DETAIL - RAISED 23-30FT POLE
NOT TO SCALE


CONTINENTAL PROPERTIES
CONTINENTAL 000123 FUND LLC
W134 N8675 EXECUTIVE PARKWAY
MENOMONEE FALLS, WI 53051
262.502.5500 * FAX 262.502.5522

RING & DUCHATEAU
17400 West Capitol Drive, Brookfield, WI 53045
301 South Blount Street, Suite 101 - Madison, WI 53703
Phone: 414.778.1700 / Fax: 414.778.2360 / r-d@rmgdu.com


THIS BAR IS 1" LONG.
IF IT MEASURES ANYTHING OTHER THAN 1" ADJUST SCALE ACCORDINGLY.
R&D Project No.: 221181.00




09-02-2021

Revisions

2018 PROTOTYPE

Drawing Date
09/27/19

SPRINGS PROTOTYPE
Enter address here

Project No.
218006.04

Sheet Title
SITE LIGHTING FIXTURES

Sheet No.
E600S

9/2/2021 5:38:45 PM

## AREA LOCATION MAP

CHASKA, MN




# COSTCO WHOLESALE

# CHASKA, MINNESOTA
# WAREHOUSE

## DEVELOPER

COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027
TEL (425) 313 -8100

## MUNICIPALITY

City of Chaska

## PROJECT

COSTCO WHOLESALE
CHASKA, MN

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| 06 OCT 2021 | PRELIMINARY PUD SUBMITTAL | SES |

## ABBREVIATIONS

| | | | |
|---|---|---|---|
| ° | Angle | LB. | Pound |
| & | And | LGU | Local Government Unit |
| @ | At | LB. | Pound |
| 100 YR. | 100 Year Flood Elevation | LB. | Longitudinal |
| A.B. | Anchor Bolt | LT. | Light / Lighting |
| A.D. | Area Drain | MAINT. | Maintenance |
| A/C | Air Conditioning Unit | MAS. | Masonry |
| ADD. | Addendum | MATL. | Material |
| ADDL. | Additional | MAX. | Maximum |
| ADJ. | Adjacent / Adjust | MECH | Mechanical |
| AHU | Air Handling Unit | MED. | Medium |
| ALT. | Alternate | MFR. | Manufacturer |
| ALUM. | Aluminum | MH | Manhole |
| ANOD. | Anodized | MIN. | Minimum / Minute |
| APPROX. | Approximate | MISC. | Miscellaneous |
| ARCH | Architect / Architectural | MNDOT | Minnesota Department Of Transportation |
| AUTO. | Automatic | MOD. | Module / Modular |
| AVG. | Average | MUL. | Mullion |
| B.C. | Back of Curb | N. | North |
| B/W | Bottom of Wall | N.I.C. | Not In Contract |
| BFE | Basement Floor Elevation | NO. OR # | Number |
| BIT | Bituminous (Asphaltic) | NOM | Nominal |
| BLDG. | Building | NTS | Not to Scale |
| BM | Benchmark | NWE | Normal Water Elevation |
| BSMT. | Basement | NWL | Normal Water Level |
| C.F. | Cubic Feet | O.F. | On Center |
| C.F.S. | Cubic Feet Per Second | O.G. | Outside Dimension |
| C.G. | Corner Guard | O.H. | Overhead Electric |
| C.J. | Control Joint | OH. | Overhead |
| C/L | Centerline | OHWL | Ordinary High Water Level |
| C.M.U. | Concrete Masonry Unit | OPNG. | Opening |
| C.O. | Cleanout | ORIG. | Original |
| C.O.E. | U.S. Army Corps Of Engineers | P.C. | Point of Curvature |
| C.Y. | Cubic Yards | P.I. | Point of Intersection |
| CB | Catch Basin | PIV | Post Indicator Valve |
| CBMH | Catch Basin Manhole | P.L. OR P/L | Property Line |
| CEM. | Cement | P.O.B. | Point of Beginning |
| CIP | Cast Iron Pipe | PSF. | Pounds Per Square Foot |
| CMP | Corrugated Metal Pipe | P.S.I. | Pounds Per Square Inch |
| CONC. | Concrete (Portland) | P.T. | Point of Tangency |
| CONN. | Connection | P.V.C. | Point of Vertical Curvature |
| CONST. | Construction | P.V.I. | Point of Vertical Intersection |
| CONT. | Continuous | P.V.T. | Point of Vertical Tangency |
| CONTR. | Contractor | PE | Polyethylene |
| COP. | Copper | PED. | Pedestal / Pedestrian |
| CU. | Cubic | PERF. | Perforated |
| D.S. | Down Spout | PREP. | Preparation |
| DEG. | Degree | PROJ. | Project |
| DEMO. | Demolition / Demolish | PROP. | Proposed |
| DEPT. | Department | PVC | Poly-Vinyl-Chloride (Piping) |
| DET. | Detail | PVMT. | Pavement |
| DIA. | Diameter | QTR. | Quarter |
| DIAG. | Diagonal | QTY. | Quantity |
| DIM. | Dimension | R | Radius |
| DIP | Ductile Iron Pipe | RAD. | Radius |
| DN | Down | RE | Rim Elevation (Casting) |
| DWG. | Drawing | R.D. | Roof Drain |
| E. | East | R.E. | Remove Existing |
| E.J. | Expansion Joint | R.O. | Rough Opening |
| E.O. | Emergency Overflow | R.P. | Radius Point |
| E.O.S. | Emergency Overflow Swale | RC | Reinforced Concrete Pipe |
| E.W. | Each Way | R.S. | Rough Slab |
| EA. | Each EL. Elevation | RSD | Roof Storm Drain |
| ELEC. | Electrical | RE. | Regarding |
| ELEV. | Elevation | REINF. | Reinforced |
| EMER. | Emergency | REQ'D | Required |
| ENGR. | Engineer | REV. | Revision / Revised |
| ENTR. | Entrance | RGU | Regulatory Government Unit |
| EQ. | Equal | ROW OR R/W | Right of Way |
| EQUIP. | Equipment | S. | South |
| EQUIV. | Equivalent | S.F. | Square Feet |
| EXIST. | Existing | SAN. | Sanitary Sewer |
| EXP. | Expansion | SECT. | Section |
| F & I. | Furnish and Install | SE | Split Entry /Side Exit |
| F.B.O. | Furnished by Others | SEWO | Split Entry Walk Out /Side Exit Walk Out |
| F.C. | Face of Curb | SHT. | Sheet |
| F.D. | Floor Drain | SIM. | Similar |
| F.D.C. | Fire Department Connection | SLNT. | Sealant |
| F.V. | Field Verify | SPEC. | Specification |
| FB | Full Basement | SQ. | Square |
| FBWO | Full Basement Walk Out | SSD | Subsurface drain |
| FBLO | Full Basement Look Out | STMH | Storm Sewer Manhole |
| FDN. | Foundation | STD. | Standard |
| FES | Flared End Section | STRUCT. | Structural |
| FFE | Finished Floor Elevation | SYM. | Symmetrical |
| FLR. | Floor | T | Thickness |
| FT. OR (') | Foot | T/R. | Top of Rim |
| FUT. | Future | T/W | Top of Wall |
| G.B. | Grade Break | TEMP. | Temporary |
| G.C. | General Contractor | THK. | Thick / Thickness |
| GAL. | Gallon | T.J. | Tooled Joint |
| GALV. | Galvanized | TNH | Top Nut Hydrant |
| GFE | Garage Floor Elevation | TYP. | Typical |
| GL. | Glass | U.N.O. | Unless Noted Otherwise |
| GR. | Grade | V.B. | Vapor Barrier |
| H. | Height | V.C. | Vertical Curve |
| H.P. | High Point | V.I.F. | Verify In Field |
| HDPEP | High Density Polyethylene Pipe | VER. | Verify |
| HGT. | Height | VER. | Vertical |
| HORIZ. | Horizontal | VEST. | Vestibule |
| HVAC | Heating, Ventilation, Air Conditioning | W | Width |
| HYD | Hydrant | W.PT. | Working Point |
| I.D. | Inside Dimension OR Identification | W.W.F. | Welded Wire Fabric |
| I.E. or IE | Invert Elevation | W/ | With |
| IN. OR (") | Inches | W/O | Without |
| INFO. | Information | WO | Walk Out |
| INL. | Inlet Elevation | WTR. | Wetland |
| INSUL. | Insulation | WP | Waterproof |
| INV. | Invert Elevation | WETL. | Weight |
| JT. | Joint | YD. | Yard |
| L.F. | Linear Feet | YR. | Year |
| L.P. | Low Point / Liquid Petroleum | | |

## SYMBOLS

| EXISTING | DESCRIPTION | NEW | DESCRIPTION |
|---|---|---|---|
| 120 | MAJOR CONTOUR | 120 | MAJOR CONTOUR |
| 123 | MINOR CONTOUR | 123 | MINOR CONTOUR |
| 234.5 | SPOT ELEVATION | 123.45 | SPOT ELEVATION |
| | BUILDING | | BUILDING |
| | CANOPY / OVERHANG | | CANOPY/OVERHANG |
| | CONCRETE | | UNDERGROUND STRUCTURE |
| | BITUMINOUS | | CONCRETE |
| | LANDSCAPING | | CONCRETE CURB |
| | GRAVEL | BIT EDGE HEIGHT TYPE | EDGE OF PAVEMENT |
| | PAVING BLOCK | | FENCING |
| | PAVING BLOCK | | GUARD RAIL |
| STSM | STORM SEWER LINE | | CONCRETE RETAINING WALL |
| SAN | SANITARY SEWER LINE | | MODULAR RETAINING WALL |
| W | WATER MAIN | | FIELDSTONE RETAINING WALL |
| OE | OVERHEAD ELECTRIC | | EXIT LOCATION |
| UT | UNDERGROUND TELEPHONE | | LIGHT STANDARD |
| FO | UNDERGROUND FIBER OPTIC | | POWER POLE |
| UE | UNDERGROUND ELECTRIC | 00 % | SLOPE DIRECTION |
| G | GAS LINE | | CATCH BASIN |
| | CONCRETE CURB | | MANHOLE |
| HEIGHT, TYPE | FENCING | FES STS RIPRAP | BOLLARD |
| | RETAINING WALL | SAN | STORM SEWER |
| | SET 1/2" X 14" IRON PIPE | FM | SANITARY SEWER-WASTE |
| | IRON MONUMENT FOUND | RD | FORCE MAIN |
| | SURVEY DISK (BENCHMARK) | GATE VALVE WTR HYD | ROOF DRAIN SYSTEM |
| | POWERPOLE | FIRE | WATERMAIN |
| | GUY WIRE | BLDG. | FIRE LINE (IF SEPARATE) |
| | GUARD POST | C.O. X"SSD | FIRE DEPT. CONNECTION |
| GM | GAS METER | GAS | SOIL SUBDRAIN |
| T | TRANSFORMER | ELEC | GAS LINE-UNDERGROUND |
| | WATER SHUT-OFF VALVE | TELE | ELECTRIC-UNDERGROUND |
| | TRAFFIC SIGN | CATV | TELEPHONE-UNDERGROUND |
| | FLAG POLE | LSS | UNDERGROUND CABLE/TV |
| LT | LIGHT POLE | | LAWN SPRINKLER SLEEVE |
| | TREES | | |
| | TREE LINE | | |
| | MANHOLE | | |
| | CATCH BASIN | | |
| | FIRE HYDRANT | | |
| | WATER VALVE | | |
| | FLARED END SECTION | | |
| MB | MAILBOX | | |
| 1 | NOTE NUMBER | | |
| (M) | MEASURED DISTANCE | | |
| (P) | DISTANCE PER RECORDED PLAT | | |
| B-X | SOIL BORING | | |

## EROSION CONTROL SYMBOLS

| SYMBOL | DESCRIPTION |
|---|---|
| | SILT FENCE |
| | COMPOST/BIO LOG |
| | INLET PROTECTION |
| | EROSION CONTROL BLANKET |

## DRAWING SYMBOLS

| SYMBOL | DESCRIPTION |
|---|---|
| 3 | NOTE REFERENCE |
| 12 | PARKING STALL COUNT |
| C7.3 1 | LARGE SHEET DETAIL |
| C21 | COORDINATE POINT |
| 1 | REVISION - ADDENDUM, BULLETIN, ETC. |
| | REVISED AREA (THIS ISSUE) |

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING PART OF LOT 1, BLOCK 1 AND OUTLOT B, OAK KNOLL, CARVER COUNTY MINNESOTA.

## BENCHMARK

NAME: HAZE MNDT
GSID: #3705
ELEVATION: 965.76 (NAD83)
LOCATION: IN CHASKA, 0.6 MILE NORTH ON TRUNK HIGHWAY 41 FROM THE JUNCTION OF TRUNK HIGHWAY 41 AND COUNTY ROAD 14 (PIONEER TRAIL) IN CHASKA, AT TRUNK HIGHWAY 41 MILEPOINT 5.35, 27.6 FEET NORTH-NORTHEAST OF NORTHEAST CORNER OF BRIDGE NUMBER 10006 OVER RAILROAD, 21.0 FEET EAST OF TRUNK HIGHWAY 41, 3.6 FEET EAST OF GUARDRAIL, 2.3 FEET EAST OF A WITNESS POST.

## OWNER

COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027
TEL (425)313-8100

## CIVIL / LANDSCAPE SHEET INDEX & REVISION MATRIX

| SHEETS ISSUED BY DATE | 06.12.20 | 06.26.20 | 08.03.20 | 08.26.20 | 04.20.21 | 04.29.21 | 09.07.21 | 10.06.21 |
|---|---|---|---|---|---|---|---|---|
| SHEET NO. DESCRIPTION | | | | | | | | |
| C0.1 CIVIL TITLE SHEET | X | X | X | X | X | X | X | X |
| C1.1 EXISTING CONDITIONS | X | X | X | X | X | X | X | X |
| C1.2 INTERIM CONDITIONS | X | X | X | X | X | X | X | X |
| C2.0 SITE PLAN | X | X | X | X | X | X | X | X |
| C3.0 GRADING, DRAINAGE, PAVING & EROSION CONTROL - OVERALL | X | X | X | X | X | X | X | X |
| C3.1 GRADING, DRAINAGE, PAVING & EROSION CONTROL - ENLARGED | | | X | X | X | X | X | X |
| C4.0 UTILITIES - OVERALL | X | X | X | X | X | X | X | X |
| C4.1 UTILITIES - ENLARGED | | | X | X | X | X | X | X |
| C7.1 CIVIL CONSTRUCTION DETAILS | X | X | X | X | X | X | X | X |
| C7.2 CIVIL CONSTRUCTION DETAILS | X | X | X | X | X | X | X | X |
| C7.3 CIVIL CONSTRUCTION DETAILS | X | X | X | X | X | X | X | X |

## CERTIFICATION

PRELIMINARY NOT FOR CONSTRUCTION

IF THE SIGNATURE, SEAL OR FOUR LINES DIRECTLY ABOVE ARE NOT VISIBLE, THIS SHEET HAS BEEN REPRODUCED BEYOND INTENDED READABILITY AND IS NO LONGER A VALID DOCUMENT. PLEASE CONTACT THE ENGINEER TO REQUEST ADDITIONAL DOCUMENTS.

PRELIMINARY PUD REVIEW
OCTOBER 6, 2021


LANDFORM
From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net


FILE NAME C001CWC026.DWG
PROJECT NO. CWC20026

CIVIL TITLE SHEET
C0.1

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## EXISTING CONDITIONS

1. Background information shown is from survey completed by Kimley-Horn and Associates, Inc., expressly for this project; City of Chaska, MN record drawings; and utility service providers. Landform offers no warranty, expressed or written, for information provided by others. Existing project conditions shall be verified prior to beginning construction. Errors, inconsistencies, or omissions discovered shall be reported to the Engineer IMMEDIATELY.

2. Geotechnical boring locations are approximate and are based on information provided in the Geotechnical Report prepared by Kleinfelder, Irving, TX, on June 9, 2020.

## DEVELOPER

COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027
TEL (425) 313 -8100

## MUNICIPALITY

City of Chaska

## PROJECT

COSTCO WHOLESALE
CHASKA, MN

## ISSUE / REVISION HISTORY

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| 26 AUG 2020 | PRELIMINARY PUD SUBMITTAL | SES |
| 29 APR 2021 | PRELIMINARY PUD SUBMITTAL | SES |
| 19 APR 2021 | REVIEW SET | SES |
| 07 SEP 2021 | PRELIMINARY PUD SUBMITTAL | SES |
| 06 OCT 2021 | PRELIMINARY PUD SUBMITTAL | SES |

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Tel: 612-252-9070
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FILE NAME C101CWC026
PROJECT NO. CWC20026

**EXISTING CONDITIONS C1.1**

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## INTERIM CONDITIONS

1. Developer to complete interim site grading including all retaining walls, and utility stubs.
2. Site improvements provided by others.
3. Developer shall be responsible for removal of any unsuitable or excess soils and incorporating clean fill.
4. Developer shall be responsible for the removal and remediation of any hazardous substances or materials located on, in, or under the Costco property.
5. Developer shall be responsible for all temporary erosion and sediment control up to the interim condition shown.

## DEVELOPER

COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027
TEL (425) 313 -8100

## MUNICIPALITY

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## PROJECT

COSTCO WHOLESALE
CHASKA, MN

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OCTOBER 6, 2021


LANDFORM
From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net


FILE NAME C102CWC026
PROJECT NO. CWC20026

**INTERIM CONDITIONS**
**C1.2**

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## GENERAL NOTES

1. For construction staking and surveying services contact Landform at 612.252.9070.

## SITE PLAN NOTES

2. Obtain all necessary permits for construction within, or use of, public right-of-way.
3. The digital file, which can be obtained from the Engineer, shall be used for staking. Discrepancies between the drawings and the digital file shall be reported to the Engineer. The building footprint, as shown on these drawings, and the digital file, shall be compared to the structural drawings prior to staking.
4. Building layout angles are parallel with or perpendicular to the property line at the location indicated.
5. Dimensions shown are to face of curb and exterior face of building unless noted otherwise.
6. Refer to detail sheets for stall paint striping.
7. Delineate lane with a 4-inch wide white painted stripe.
8. Delineate lane with a 4-inch wide yellow painted stripe.
9. Outdoor gathering area.
10. Snow storage area.

## ZONING AND SETBACK SUMMARY

The Property is Zoned PMD - Planned Multi-Use Development

Building Setback Information is as follows:
From centerline of TH 41 = 150 ft.
From City park land = 40 ft.
From ordinary high water mark of Chaska Creek = 50 ft.
From railroad right-of-way = 50 ft.

Parking Setback Information is as follows:
From centerline of TH 41 = 90 ft.
Front Yard = 10 ft.
Rear = 10 ft.
Side (Street) = 10 ft.
Side (Interior) = 5 ft.

## AREA SUMMARY

| | | | | | |
|---|---|---|---|---|---|
| Existing: | | | | | |
| Pervious | 650,264 | s.f. | 14.93 | ac. | 91.4% |
| Impervious | 60,898 | s.f. | 1.39 | ac. | 8.6% |
| Total | 711,162 | s.f. | 16.32 | ac. | 100.0% |
| Proposed: | | | | | |
| Pervious | 96,681 | s.f. | 2.21 | ac. | 13.6% |
| Impervious | 614,481 | s.f. | 14.12 | ac. | 86.4% |
| Total | 711,162 | s.f. | 16.33 | ac. | 100.0% |

## PARKING SUMMARY

Required Parking:

One Stall per 350 s.f. of Building
164,485 s.f. Total
164,485 s.f. / 350 = 470 Stalls

| | | |
|---|---|---|
| Total Parking Stalls Required | 470 | ea. |

Provided Parking:

| | | | |
|---|---|---|---|
| Standard Stalls | (9x20) | 703 | ea. |
| Accessible Stalls | (9x20) | 17 | ea. |
| Total Parking Stalls Provided | | 720 | ea. |

## LEGEND

Green Space (Landscape Area)

## DEVELOPER

COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027
TEL (425) 313 -8100

## MUNICIPALITY

City of Chaska

## PROJECT

COSTCO WHOLESALE
CHASKA, MN

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| 19 APR 2021 | 50% REVIEW SET | SES |
| 07 SEP 2021 | PRELIMINARY PUD SUBMITTAL | SES |
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OCTOBER 6, 2021


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From Site to Finish

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Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

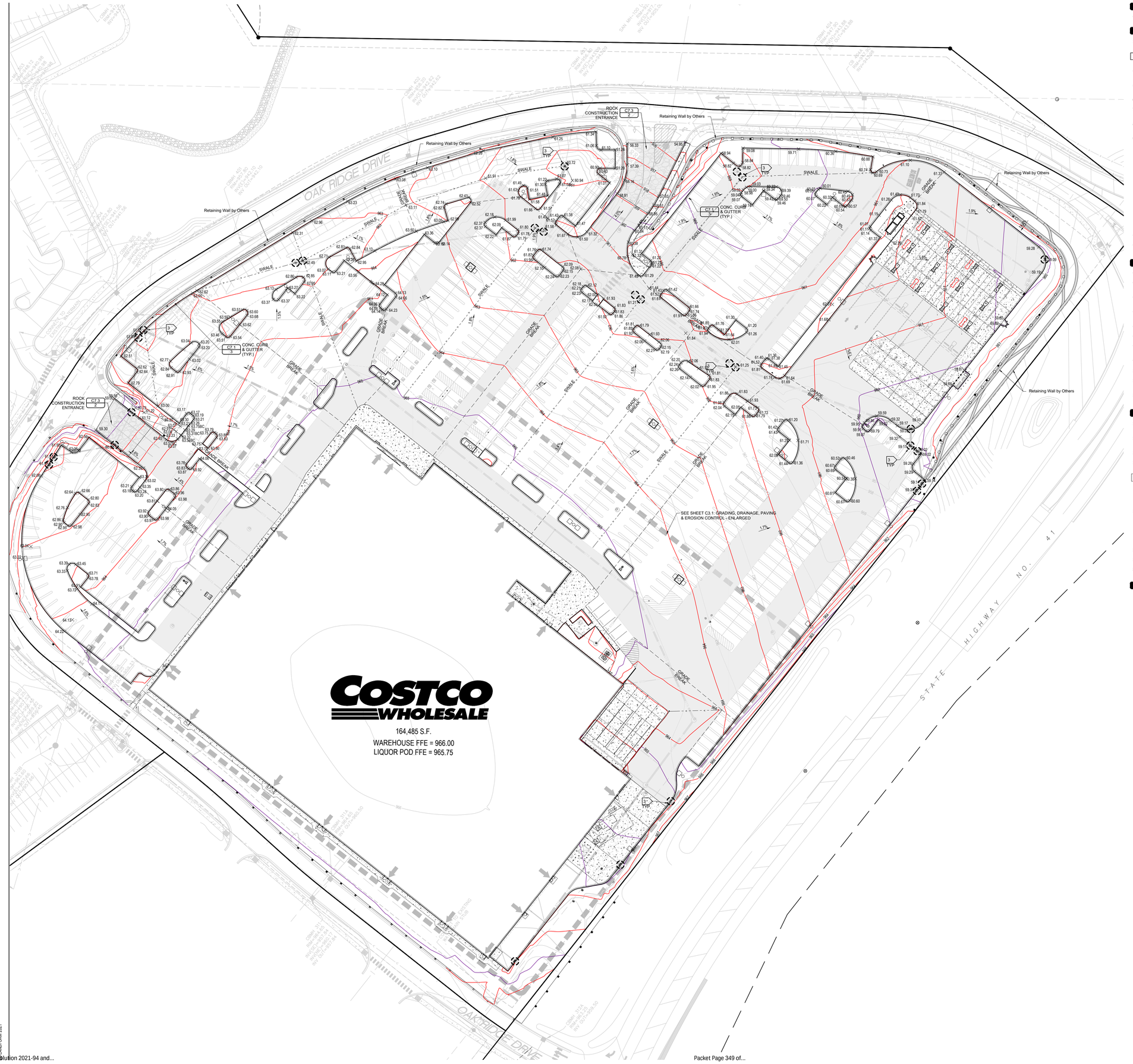

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**SITE PLAN**
**C2.0**

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## GENERAL NOTES

1. For construction staking and surveying services contact Landform at 612.252.9070.

## EROSION PREVENTION AND SEDIMENT CONTROL NOTES

2. Install perimeter sediment controls prior to beginning work and maintain for duration of construction. Remove controls after areas contributing runoff are permanently stabilized and dispose of off site.

3 Install inlet protection: Wimco RD or CG models as appropriate, or approved equal. Maintain protection until project is stabilized.

4. Limit soil disturbance to the grading limits shown. Schedule operations to minimize length of exposure of disturbed areas.

5. Management practices shown are the minimum requirement. Install and maintain additional controls as work proceeds to prevent erosion and control sediment carried by wind or water.

6. Refer to SWPPP Notes on Sheet C3.X for additional requirements.

7. Excavate ponds early in the construction sequence. Remove sediment from ponds periodically and after areas contributing runoff are permanently stabilized.

8. Contractor shall prevent sediment laden water from entering the filtration / infiltration system until the site is completely stabilized.

9. All exposed soil areas must be stabilized within 72 hours of completion of work in each area. (If within 1 mile of Impaired Water use the following note instead) all exposed soils areas shall be stabilized immediately to limit soil erosion in that portion of the site where construction has temporarily or permanently ceased.

Seed, Sod, Mulch, Erosion Control Blanket, and Fertilizer shall meet the following Specifications, as modified.

| Item | Specification Number | Estimated Quantities |
|---|---|---|
| Sod | MNDOT 3878 | X s.f. |
| Seed | MNDOT 3876 | |
| MN Type 21-111 @ 100 lb./ac. - Temp. Erosion Control, May 1 - Jul 31 | | X lbs. |
| MN Type 21-112 @ 100 lb./ac. - Temp. Erosion Control, Aug 1 - Oct 31 | | X lbs. |
| MN Type 25-151 @ 120 lb./ac. - Permanent Turf | | X lbs. |
| Mulch | MNDOT 3882 | |
| (MNDOT Type 1 @ 2 ton/ac., Disc Anchored) | | X ton |
| Erosion Control Blanket | MNDOT 3885 | |
| (MNDOT Type 3N) | | X s.f. |
| Fertilizer | MNDOT 3881 | |
| General Placement | MNDOT 2575 | |

10. See Landscape Sheets for permanent turf and landscape establishment.

11. Scrape adjacent streets clean daily and sweep clean weekly.

## GRADING NOTES

12. Contact utility service providers for field location of services 72 hours prior to beginning grading.

13. Refer to the Geotechnical Report prepared by Kleinfelder, Dated 06/09/20, for additional information on backfill material and groundwater conditions.

14. Remove topsoil from grading areas and stockpile sufficient quantity for reuse. Materials may be mined from landscape areas for use on site and replaced with excess organic material with prior Owner approval.

15. Remove surface and ground water from excavations. Provide initial lifts of stable foundation material if exposed soils are wet and unstable.

16. Rough grade Building Pad to 12 Inches below Finished Floor Elevation (FFE).

17. Refer to Structural Specifications for earthwork requirements for building pads.

18. An Independent Testing Firm shall verify the removal of organic and unsuitable soils, soil correction, and compaction and provide periodic reports to the Owner.

19. Reserved

20. Reserved

21. Coordinate with Architectural for building stoop locations. Slopes shown on adjacent walks and pavements should continue over stoops.

22. Reserved

## PAVING NOTES

23. Spot Elevations at curblines indicate flowlines unless noted otherwise. See Utilities Plans for rim elevations of catch basins.

24. Grades between proposed spot elevations shall be continuous and nonvariable. Spot Elevations shall govern over contour lines.

25. Meet and Match existing curb. Transition as needed.

26. Paving Sections (Refer to Geotechnical Report by Kleinfelder, Dated 06/09/20)
    a. Bituminous Paving (Light Duty)

    b. Bituminous Paving (Heavy Duty)

    c. Concrete Walkways

    d. Concrete Drives, Aprons, and Exterior Slabs

27. Concrete Joints
    Install joints as shown and align across sidewalks, curbs, and pavement, paying attention to spacing of expansion joints. Joint spacing shall be as follows:
    a. Tooled joints: Divide panels into nominally equal areas unless shown otherwise.
    b. Expansion Joints: Sidewalks - 40 feet max.; Curbs - 60 feet max.; Pavement: 80 feet max.; Adjacent to building foundations and stoops.
    c. Contraction Joints: Sidewalks - 8 to 10 feet; Curbs and Aprons - 12 to 15 feet.

28. Accessible Parking Stalls and adjacent access aisles shall not exceed a 2.00% slope in any direction.

29. Accessible Routes shall have a maximum cross slope of 2.00% and a maximum running slope of 5.00%.

30. Adjust all structure rims to match pavement elevations.

## LEGEND

| SYMBOL | DESCRIPTION | ESTIMATED QUANTITY |
|---|---|---|
| | :Inlet Protection | |
| | :Silt Fence | |
| | :Vehicle Tracking Pad | |

## DEVELOPER

COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027
TEL (425) 313 -8100

## MUNICIPALITY

City of Chaska

## PROJECT

COSTCO WHOLESALE
CHASKA, MN

## ISSUE / REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

| DATE | ISSUE / REVISION | REVIEW |
|---|---|---|
| 12 JUN 2020 | GREEN INK SET | SES |
| 26 JUN 2020 | REVISED GREEN INK SET | SES |
| 03 AUG 2020 | PRELIMINARY PUD SUBMITTAL | SES |
| 26 AUG 2020 | PRELIMINARY PUD SUBMITTAL | SES |
| 19 APR 2021 | PRELIMINARY PUD SUBMITTAL | SES |
| 29 APR 2021 | SB REVIEW SET | SES |
| 07 SEP 2021 | PRELIMINARY PUD SUBMITTAL | SES |
| 06 OCT 2021 | PRELIMINARY PUD SUBMITTAL | SES |

## CERTIFICATION

PRELIMINARY NOT FOR CONSTRUCTION

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PRELIMINARY PUD REVIEW
OCTOBER 6, 2021


LANDFORM
From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net


| | |
|---|---|
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| PROJECT NO. | CWC20026 |

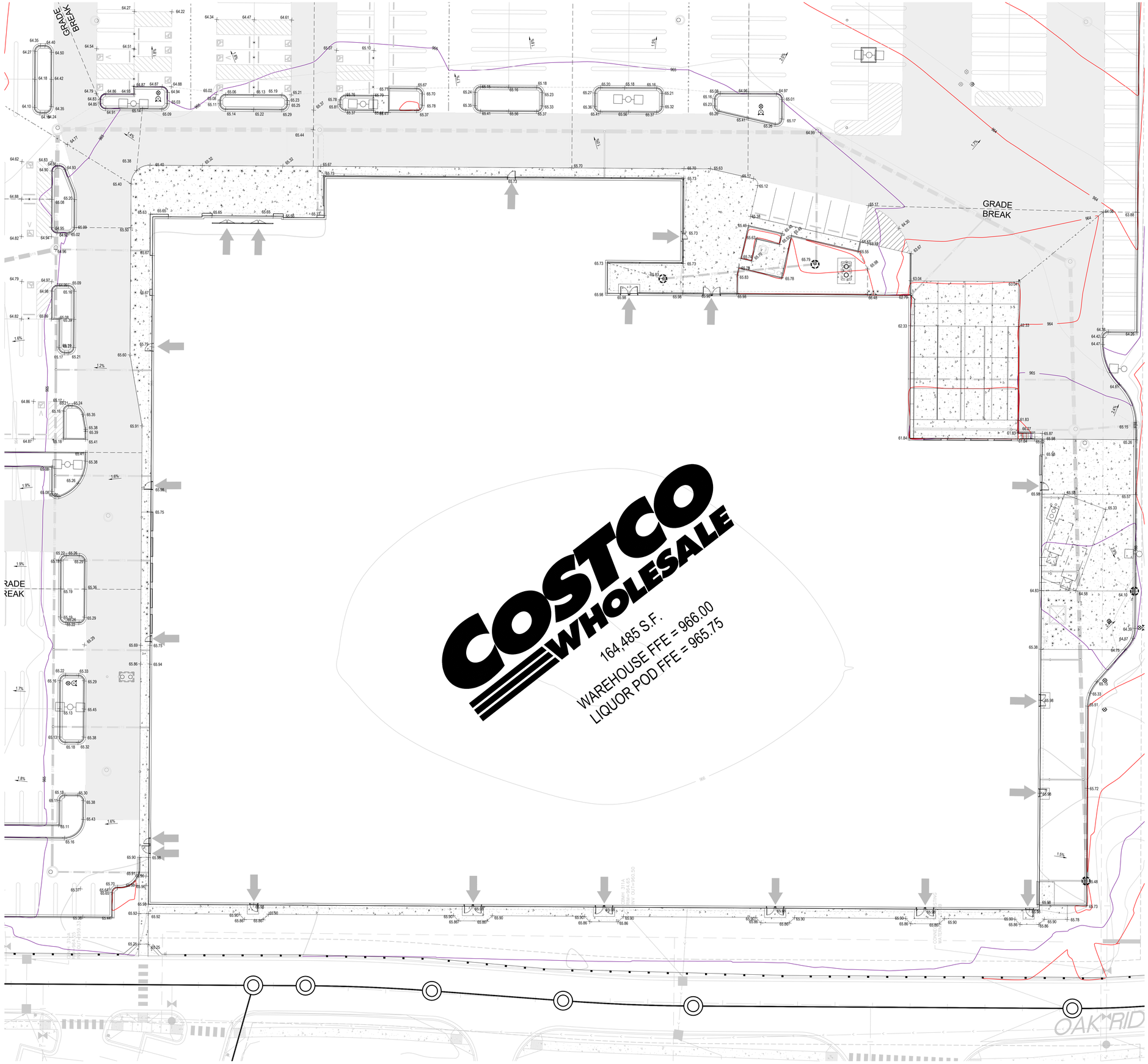
**GRADING, DRAINAGE, PAVING, AND EROSION & SEDIMENT CONTROL - OVERALL**

**C3.0**

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| Mulch | MNDOT 3882 | |
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| | :Inlet Protection | |
| | :Silt Fence | |
| | :Vehicle Tracking Pad | |

## DEVELOPER

COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027
TEL (425) 313 -8100

## MUNICIPALITY

City of Chaska

## PROJECT

COSTCO WHOLESALE
CHASKA, MN

## ISSUE / REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

| DATE | ISSUE / REVISION | REVIEW |
|---|---|---|
| 12 JUN 2020 | GREEN INK SET | SES |
| 26 JUN 2020 | REVISED GREEN INK SET | SES |
| 03 AUG 2020 | PRELIMINARY PUD SUBMITTAL | SES |
| 26 AUG 2020 | PRELIMINARY PUD SUBMITTAL | SES |
| 29 APR 2021 | PRELIMINARY PUD SUBMITTAL | SES |
| 19 APR 2021 | REVIEW SET | SES |
| 07 SEP 2021 | PRELIMINARY PUD SUBMITTAL | SES |
| 06 OCT 2021 | PRELIMINARY PUD SUBMITTAL | SES |

## CERTIFICATION

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PRELIMINARY PUD REVIEW
OCTOBER 6, 2021

LANDFORM
From Site to Finish
105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

| | |
|---|---|
| FILE NAME | C301CWC0026 |
| PROJECT NO. | CWC20026 |

**GRADING, DRAINAGE, PAVING, AND EROSION & SEDIMENT CONTROL - ENLARGED**

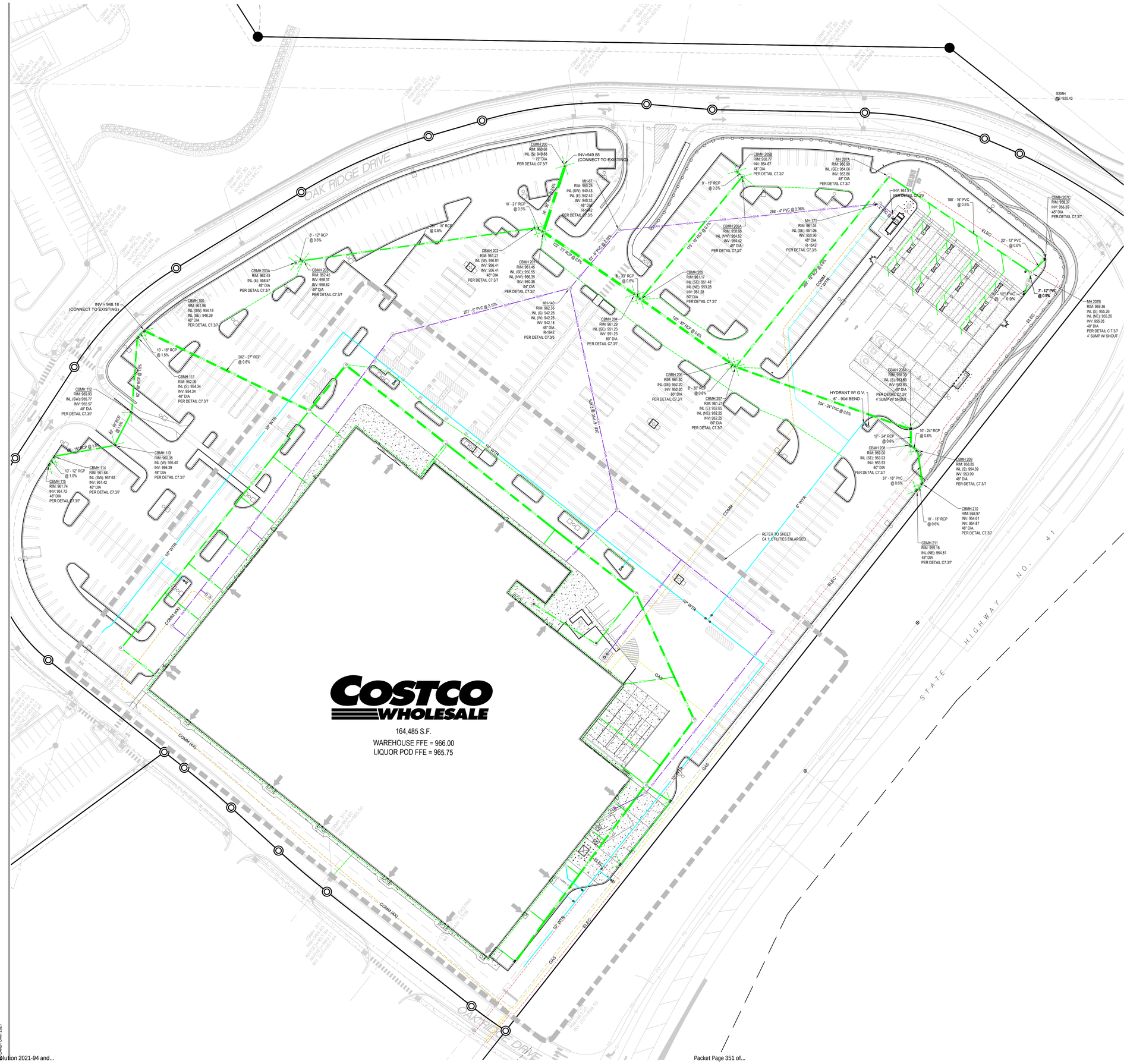
**C3.1**

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## GENERAL NOTES

1. For construction staking and surveying services contact Landform at 612.252.9070.

## UTILITY NOTES

2. Pipe Materials

| | |
|---|---|
| Watermain | C900 PVC |
| Water Service | Copper Type K (ASTM B88) |
| Private Sanitary Sewer | PVC Schedule 40 (ASTM: D1785, D2665, F794, & F1866) |
| Grease Trap Service | PVC Schedule 40 (ASTM: D1785, D2665, F794, & F1866) |
| Storm Sewer | PVC Schedule 40 (ASTM: D1785, D2665, F794, & F1866)<br>RCP 12"-18" Class 5 (ASTM C76)<br>RCP 21" Class 4 (ASTM C76)<br>RCP 24"-48" Class 3 (ASTM C76) |
| Drain Tile | HDPE - Corrugated & Perforated (ASTM D3350, ASTM D4976, AASHTO M252, AASHTO M294) |

3. Contact utility service providers for field location of services 72 hours prior to beginning.
4. Contractor to field verify location and elevation of all utility points of connection prior to construction of any proposed utilities. Contractor to notify Engineer immediately if there is any discrepancy.
5. Contractor to pothole all utility crossings prior to construction of new utilities to verify depths of existing lines. Contact Engineer immediately if any conflicts are discovered.
6. Provide means and measures to protect adjacent property from damage during utility installation.
7. Pipe lengths shown are from center of structure to center of structure or end of end section.
8. Install tracer wire with all non-conductive utilities in accordance with City of Chaska Standards.
9. Connect to city utilities in accordance with City of Chaska Standards.
10. Contact City of Chaska Utility Department for wet tap inspection.
11. Maintain 7.5 feet of cover on water.
12. Deflect water to maintain 18-inch minimum outside separation at sewer crossings. Center pipe lengths to provide greatest separation between joints.
13. Contact City of Chaska Utility Department for flushing and pressure test inspections.
14. The water distribution system shall be disinfected per Minnesota Rules, Part 4714.
15. Provide 4-inch rigid foam (ASTM D1621) insulation on sanitary sewer less than 7 feet deep.
16. Refer to Plumbing plans for grease interceptor detail. The tank and top slab must be designed to handle traffic and soil loads. The tank must be protected from freezing and must comply with all local and state codes.
17. All storm sewer structures are to include 10 LF of drain tile in all directions under the pavement.

## DEVELOPER

COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027
TEL (425) 313 -8100

## MUNICIPALITY

City of Chaska

## PROJECT

COSTCO WHOLESALE
CHASKA, MN

## ISSUE / REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

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| 26 JUN 2020 | REVISED GREEN INK SET | SES |
| 03 AUG 2020 | PRELIMINARY PUD SUBMITTAL | SES |
| 26 AUG 2020 | PRELIMINARY PUD SUBMITTAL | SES |
| 29 APR 2021 | PRELIMINARY PUD SUBMITTAL | SES |
| 29 APR 2021 | 50% REVIEW SET | SES |
| 07 SEP 2021 | PRELIMINARY PUD SUBMITTAL | SES |
| 06 OCT 2021 | PRELIMINARY PUD SUBMITTAL | SES |

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PRELIMINARY PUD REVIEW
OCTOBER 6, 2021


LANDFORM
From Site to Finish
105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net


| | |
|---|---|
| FILE NAME | C400CWC026.DWG |
| PROJECT NO. | CWC20026 |

UTILITIES OVERALL
C4.0

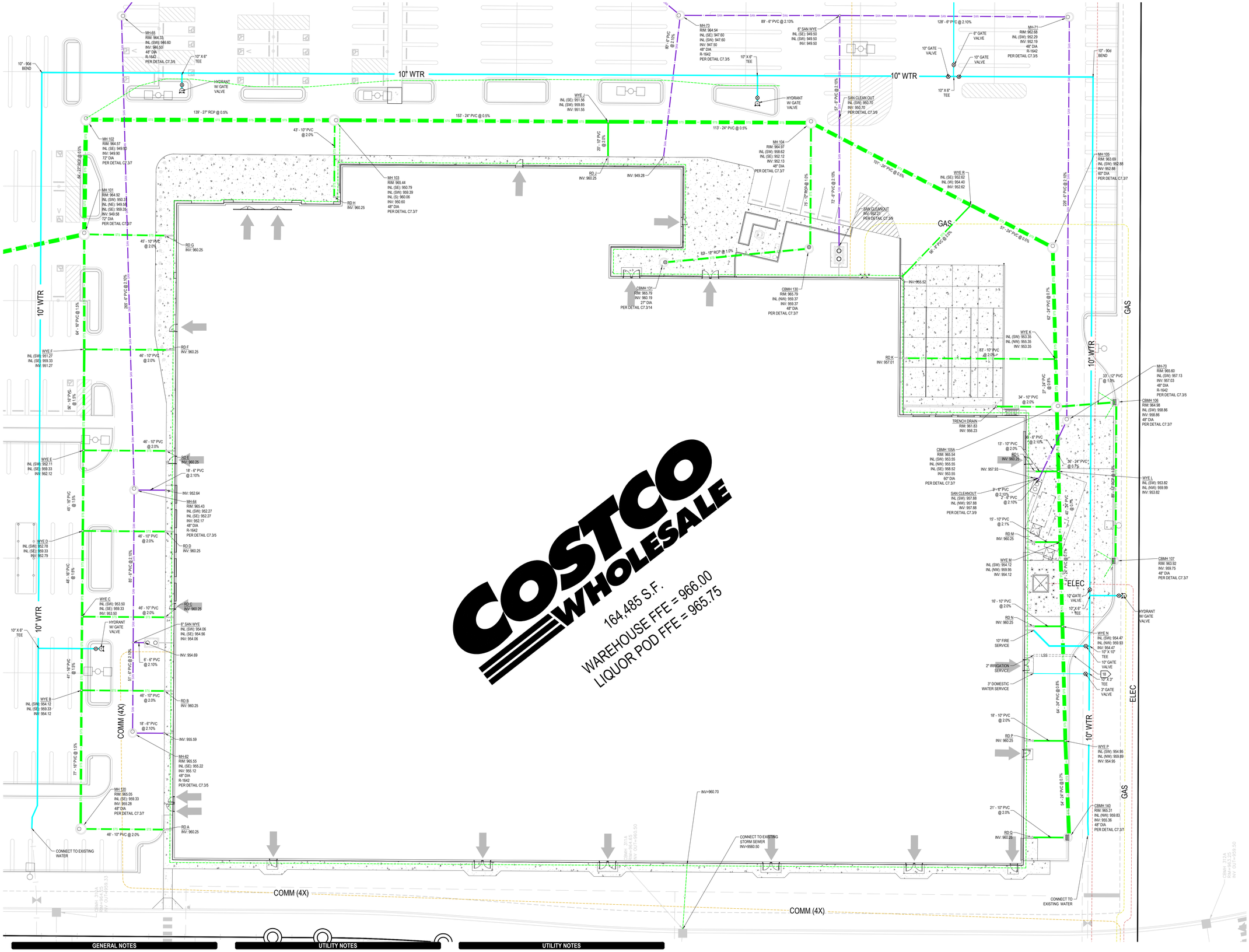
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COSTCO WHOLESALE

164,485 S.F.
WAREHOUSE FFE = 966.00
LIQUOR POD FFE = 965.75

## GENERAL NOTES

1. For construction staking and surveying services contact Landform at 612.252.9070.

## UTILITY NOTES

2. Pipe Materials

| | |
|---|---|
| Watermain | C900 PVC |
| Water Service | Copper Type K (ASTM B88) |
| Private Sanitary Sewer | PVC Schedule 40 (ASTM: D1785, D2665, F794, & F1866) |
| Grease Trap Service | PVC Schedule 40 (ASTM: D1785, D2665, F794, & F1866) |
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| Drain Tile | HDPE - Corrugated & Perforated (ASTM D3350, ASTM D4976, AASHTO M252, AASHTO M294) |

3. Contact utility service providers for field location of services 72 hours prior to beginning.
4. Contractor to field verify location and elevation of all utility points of connection prior to construction of any proposed utilities. Contractor to notify Engineer immediately if there is any discrepancy.

## UTILITY NOTES

5. Contractor to pothole all utility crossings prior to construction of new utilities to verify depths of existing lines. Contact Engineer immediately if any conflicts are discovered.
6. Provide means and measures to protect adjacent property from damage during utility installation.
7. Pipe lengths shown are from center of structure to center of structure or end of end section.
8. Install tracer wire with all non-conductive utilities in accordance with City of Chaska Standards.
9. Connect to city utilities in accordance with City of Chaska Standards.
10. Contact City of Chaska Utility Department for wet tap inspection.
11. Maintain 7.5 feet of cover on water.
12. Deflect water to maintain 18-inch minimum outside separation at sewer crossings. Center pipe lengths to provide greatest separation between joints.
13. Contact City of Chaska Utility Department for flushing and pressure test inspections.
14. The water distribution system shall be disinfected per Minnesota Rules, Part 4714.

## UTILITY NOTES

15. Provide 4-inch rigid foam (ASTM D1621) insulation on sanitary sewer less than 7 feet deep.
16. Refer to Plumbing plans for grease interceptor detail. The tank and top slab must be designed to handle traffic and soil loads. The tank must be protected from freezing and must comply with all local and state codes.
17. All storm sewer structures are to include 10 LF of drain tile in all directions under the pavement.
18. Refer to landscape plans for continuation of irrigation.

Know what's Below. Call before you dig.

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0 20 40

**DEVELOPER**

COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027
TEL (425) 313 -8100

**MUNICIPALITY**

City of Chaska

**PROJECT**

COSTCO WHOLESALE
CHASKA, MN

**ISSUE / REVISION HISTORY**

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PRELIMINARY PUD REVIEW
OCTOBER 6, 2021


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From Site to Finish

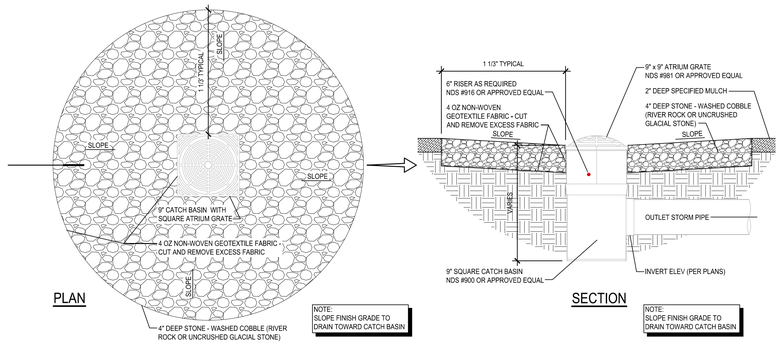
105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

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Web: landform.net


FILE NAME C401CWC026.DWG
PROJECT NO. CWC20026

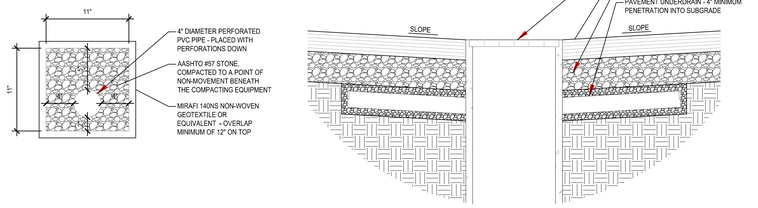
**UTILITIES ENLARGED**
**C4.1**


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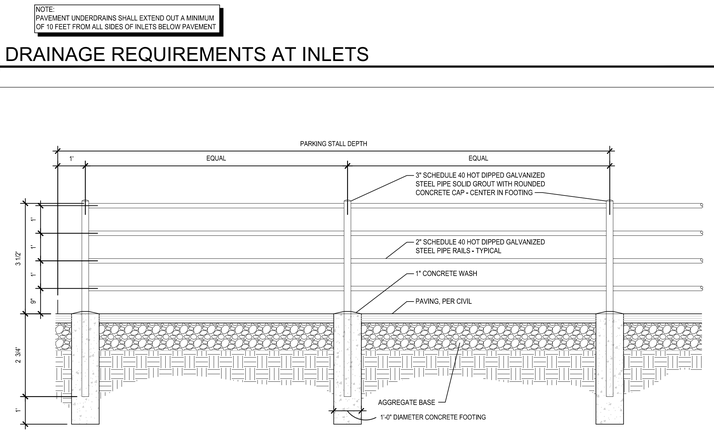

## 13 LANDSCAPING STORM DRAIN

0213



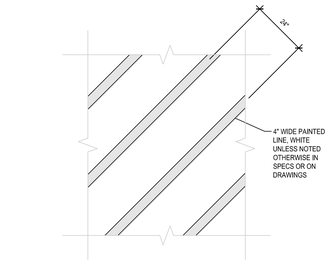

## 14 DRAINAGE REQUIREMENTS AT INLETS

0213




## 15 CART STORAGE

1113



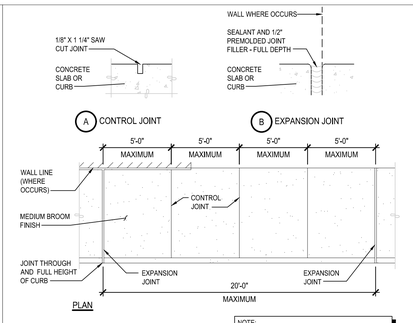

## 9 PAINTED STRIPE

0515



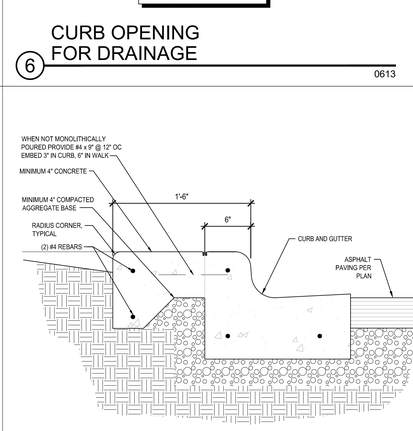

## 10 TEMPORARY EDGE OF PAVEMENT

0213



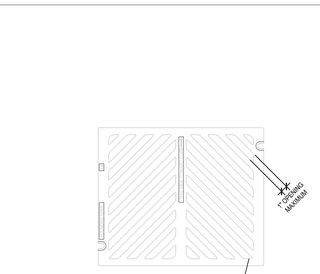

## 5 ON-SITE WALKS

0714



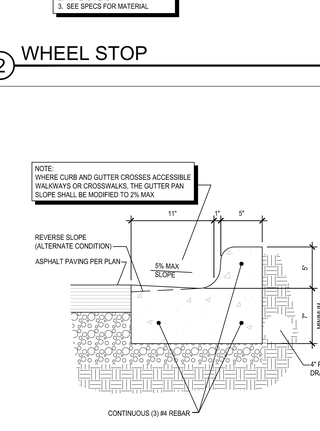

## 6 CURB OPENING FOR DRAINAGE

0613




## 1 ONSITE STORM DRAIN GRATE

0213



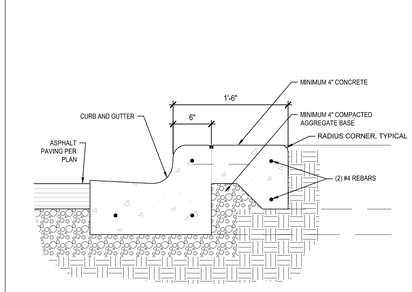

## 2 WHEEL STOP

0615




## 7 CURB AND GUTTER AT ISLAND WALK

0315



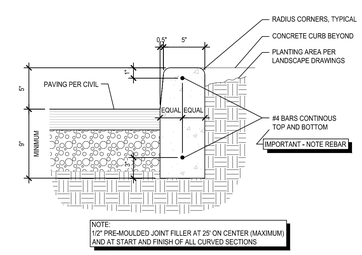

## 11 CURB AND GUTTER AT ISLAND END

0315



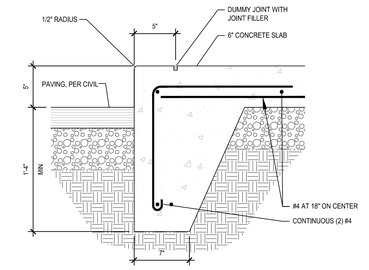

## 3 CONCRETE CURB AND GUTTER

0315



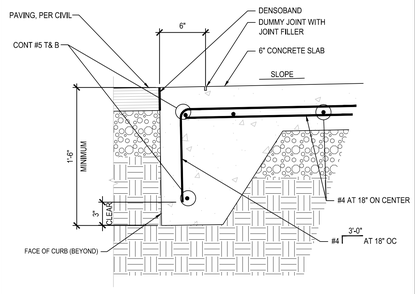

## 12 CAST-IN-PLACE CONCRETE CURB

0213




## 8 EDGE OF SIDEWALK AT PAVEMENT

0213




## 4 FLUSH CURB AT PAVEMENT

0415

DEVELOPER

COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027
TEL (425) 313 -8100

MUNICIPALITY

City of Chaska

PROJECT

COSTCO WHOLESALE
CHASKA, MN

ISSUE / REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

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| 29 APR 2021 | REVIEW SET | SES |
| 07 SEP 2021 | PRELIMINARY PUD SUBMITTAL | SES |
| 06 OCT 2021 | PRELIMINARY PUD SUBMITTAL | SES |

CERTIFICATION

PRELIMINARY NOT FOR CONSTRUCTION

IF THE SIGNATURE, SEAL OR FOUR LINES DIRECTLY ABOVE ARE NOT VISIBLE, THIS SHEET HAS BEEN REPRODUCED BEYOND INTENDED READABILITY AND IS NO LONGER A VALID DOCUMENT. PLEASE CONTACT THE ENGINEER TO REQUEST ADDITIONAL DOCUMENTS.

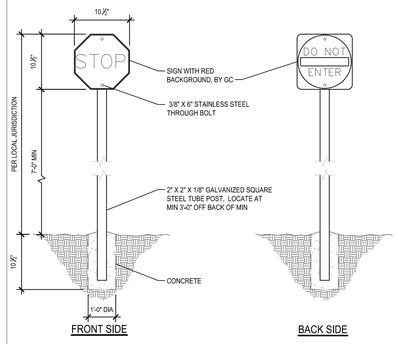
PRELIMINARY PUD REVIEW
OCTOBER 6, 2021

LANDFORM
From Site to Finish
105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

FILE NAME C701CWC026
PROJECT NO. CWC20026

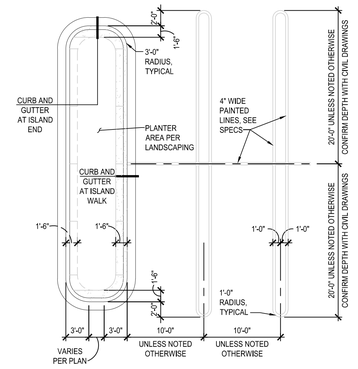
CIVIL CONSTRUCTION DETAILS
C7.1

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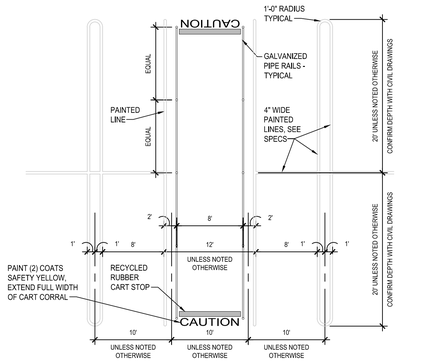

## 7 "STOP" AND "DO NOT ENTER" SIGNS

0910



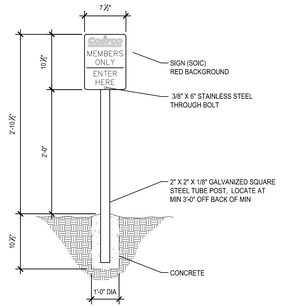

## 4 END ISLAND CURBS

0613



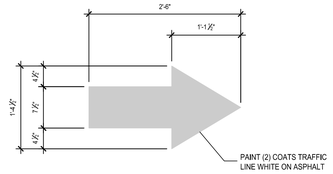

## 1 CART CORRAL AND TYPICAL PARKING STALL

0314



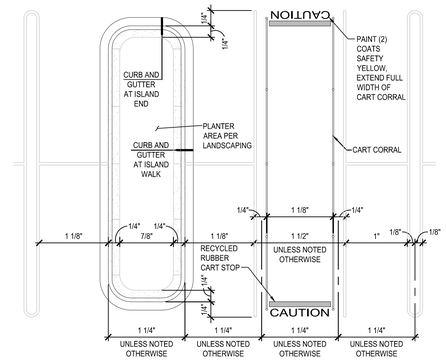

## 8 MEMBER ONLY / ENTER HERE SIGN

0510




## 5 DIRECTIONAL ARROW

0403




## 2 MIDDLE ISLAND AT CART CORRAL

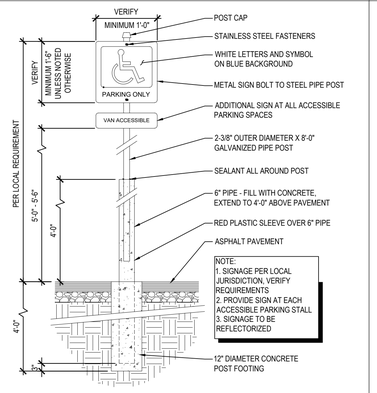
0319




## 9 PAINTED DETAIL

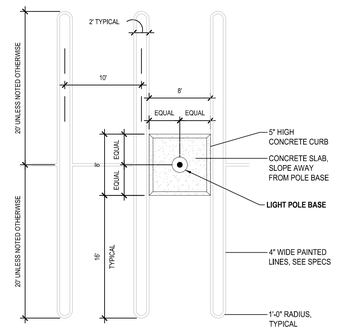
3/8" = 1'-0"

1111




## 6 ADA ACCESSIBLE PARKING SIGN

1210




## 3 ISLAND AT LIGHT POLE BASE

1013

**DEVELOPER**

COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027
TEL (425) 313 -8100

**MUNICIPALITY**

City of Chaska

**PROJECT**

COSTCO WHOLESALE
CHASKA, MN

**ISSUE / REVISION HISTORY**

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**CERTIFICATION**

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PRELIMINARY PUD REVIEW
OCTOBER 6, 2021

LANDFORM
From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

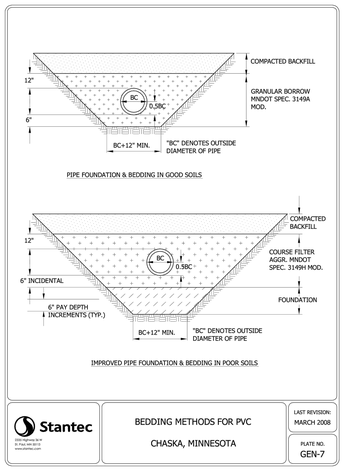
Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

FILE NAME C702CWC026
PROJECT NO. CWC20026

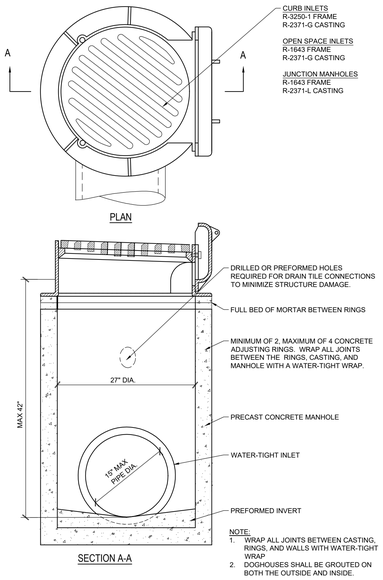
**CIVIL CONSTRUCTION DETAILS**
**C7.2**

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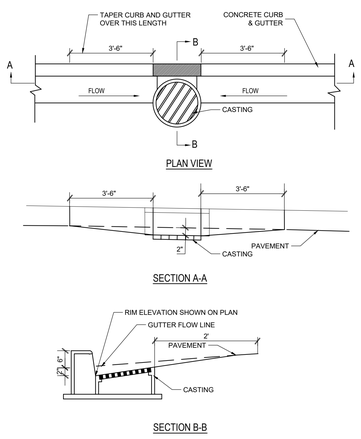
© LANDFORM 2021



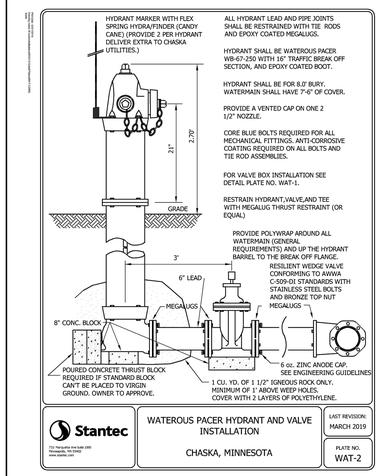

## 13 PIPE BEDDING FOR PVC
## CITY OF CHASKA
NO SCALE



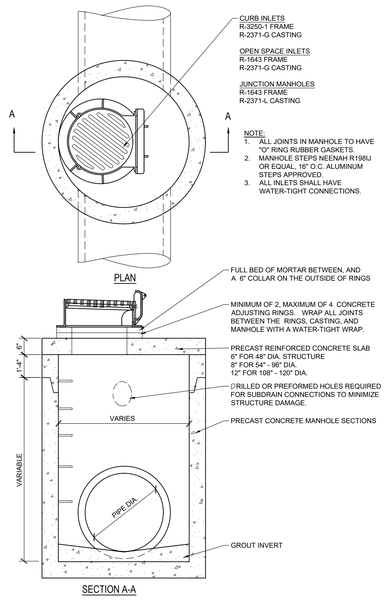

## 14 27" STORM SEWER CATCH BASIN
NO SCALE



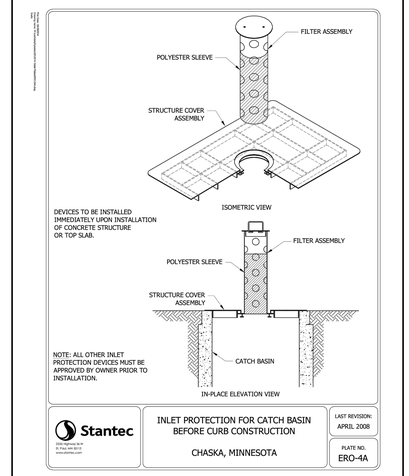

## 15 CATCH BASIN CASTING SUMP
## AT CONCRETE CURB AND GUTTER
NO SCALE



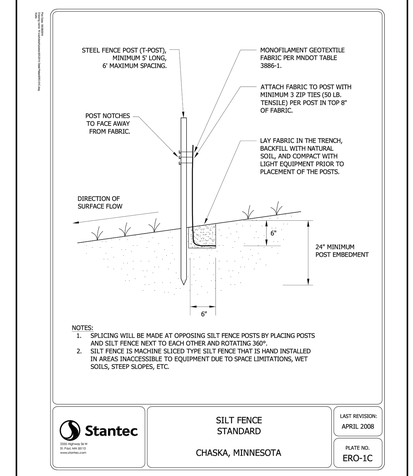

## 10 HYDRANT AND VALVE INSTALLATION
## CITY OF CHASKA
NO SCALE




## 7 STORM SEWER CATCH BASIN MANHOLE
NO SCALE




## 4 INLET PROTECTION
## CITY OF CHASKA
NO SCALE




## 1 SILT FENCE
## CITY OF CHASKA
NO SCALE


DEVELOPER
COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027
TEL (425) 313 -8100


MUNICIPALITY

City of Chaska

PROJECT

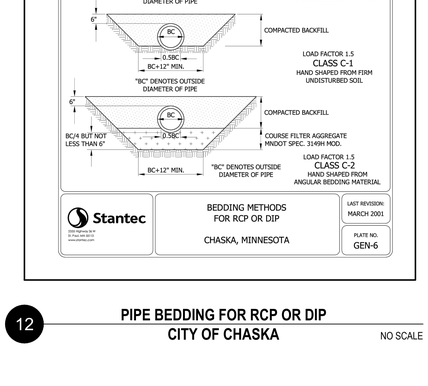
COSTCO WHOLESALE

CHASKA, MN

ISSUE / REVISION HISTORY

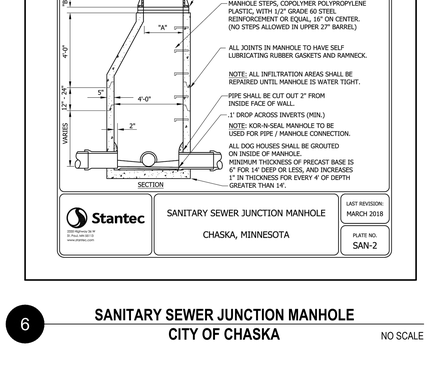
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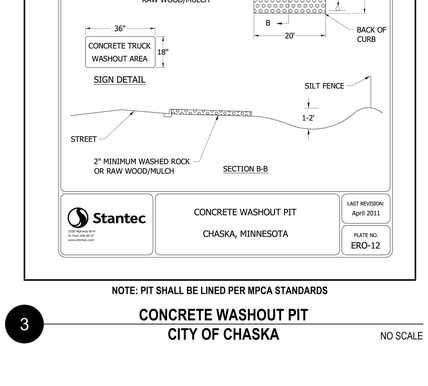



## 11 GATE VALVE AND BOX INSTALLATION
## CITY OF CHASKA
NO SCALE

## 8 RESERVED
NO SCALE



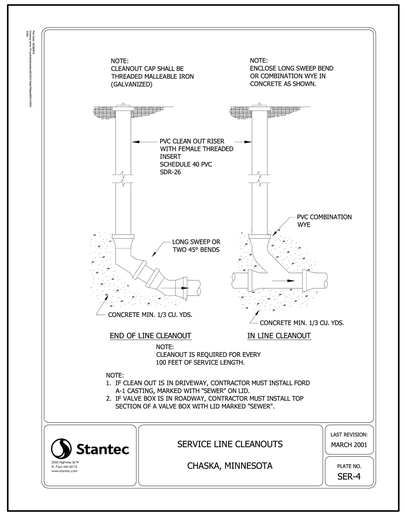

## 5 SANITARY SEWER MANHOLE
## CITY OF CHASKA
NO SCALE




## 2 ROCK CONSTRUCTION ENTRANCE
## CITY OF CHASKA
NO SCALE




## 12 PIPE BEDDING FOR RCP OR DIP
## CITY OF CHASKA
NO SCALE




## 9 CLEANOUT
## CITY OF CHASKA
NO SCALE




## 6 SANITARY SEWER JUNCTION MANHOLE
## CITY OF CHASKA
NO SCALE




NOTE: PIT SHALL BE LINED PER MPCA STANDARDS

## 3 CONCRETE WASHOUT PIT
## CITY OF CHASKA
NO SCALE

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PRELIMINARY PUD REVIEW
OCTOBER 6, 2021


LANDFORM
From Site to Finish
105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net


FILE NAME C703CWC0026

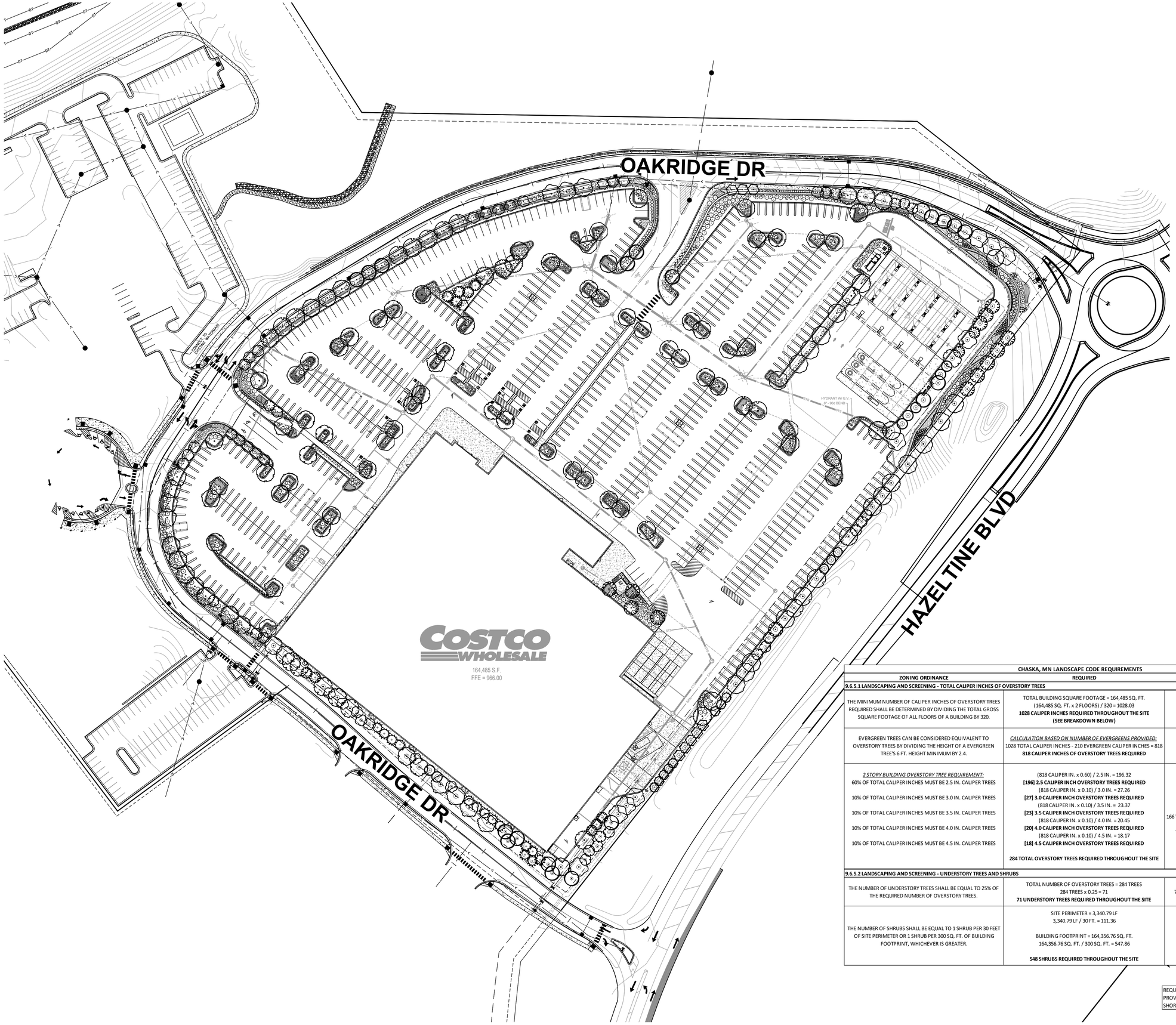
PROJECT NO. CWC20026

CIVIL CONSTRUCTION DETAILS
C7.3


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| CHASKA, MN LANDSCAPE CODE REQUIREMENTS | | |
|---|---|---|
| **ZONING ORDINANCE** | **REQUIRED** | **PROPOSED** |
| **9.6.5.1 LANDSCAPING AND SCREENING - TOTAL CALIPER INCHES OF OVERSTORY TREES** | | |
| THE MINIMUM NUMBER OF CALIPER INCHES OF OVERSTORY TREES REQUIRED SHALL BE DETERMINED BY DIVIDING THE TOTAL GROSS SQUARE FOOTAGE OF ALL FLOORS OF A BUILDING BY 320. | TOTAL BUILDING SQUARE FOOTAGE = 164,485 SQ. FT.<br>(164,485 SQ. FT. x 2 FLOORS) / 320 = 1028.03<br>**1028 CALIPER INCHES REQUIRED THROUGHOUT THE SITE**<br>**(SEE BREAKDOWN BELOW)** | 725 CALIPER INCHES PROVIDED THROUGHOUT THE SITE<br>(SEE BREAKDOWN BELOW) |
| EVERGREEN TREES CAN BE CONSIDERED EQUIVALENT TO OVERSTORY TREES BY DIVIDING THE HEIGHT OF A EVERGREEN TREE'S 6 FT. HEIGHT MINIMUM BY 2.4. | *CALCULATION BASED ON NUMBER OF EVERGREENS PROVIDED:*<br>1028 TOTAL CALIPER INCHES - 210 EVERGREEN CALIPER INCHES = 818<br>**818 CALIPER INCHES OF OVERSTORY TREES REQUIRED** | TOTAL NUMBER OF EVERGREENS PROVIDED = 49<br>(35 EVERGREEN TREES x 12 FT. HEIGHT) / 2.4 = 175<br>(14 EVERGREEN TREES x 6 FT. HEIGHT) / 2.4 = 35<br>**210 CALIPER INCHES OF EVERGREEN TREES PROVIDED** |
| *2 STORY BUILDING OVERSTORY TREE REQUIREMENT:*<br>60% OF TOTAL CALIPER INCHES MUST BE 2.5 IN. CALIPER TREES<br><br>10% OF TOTAL CALIPER INCHES MUST BE 3.0 IN. CALIPER TREES<br><br>10% OF TOTAL CALIPER INCHES MUST BE 3.5 IN. CALIPER TREES<br><br>10% OF TOTAL CALIPER INCHES MUST BE 4.0 IN. CALIPER TREES<br><br>10% OF TOTAL CALIPER INCHES MUST BE 4.5 IN. CALIPER TREES | (818 CALIPER IN. x 0.60) / 2.5 IN. = 196.32<br>**[196] 2.5 CALIPER INCH OVERSTORY TREES REQUIRED**<br>(818 CALIPER IN. x 0.10) / 3.0 IN. = 27.26<br>**[27] 3.0 CALIPER INCH OVERSTORY TREES REQUIRED**<br>(818 CALIPER IN. x 0.10) / 3.5 IN. = 23.37<br>**[23] 3.5 CALIPER INCH OVERSTORY TREES REQUIRED**<br>(818 CALIPER IN. x 0.10) / 4.0 IN. = 20.45<br>**[20] 4.0 CALIPER INCH OVERSTORY TREES REQUIRED**<br>(818 CALIPER IN. x 0.10) / 4.5 IN. = 18.17<br>**[18] 4.5 CALIPER INCH OVERSTORY TREES REQUIRED**<br><br>**284 TOTAL OVERSTORY TREES REQUIRED THROUGHOUT THE SITE** | [80] 2.5 CALIPER INCH OVERSTORY TREES PROVIDED<br>[26] 3.0 CALIPER INCH OVERSTORY TREES PROVIDED<br>[23] 3.5 CALIPER INCH OVERSTORY TREES PROVIDED<br>[20] 4.0 CALIPER INCH OVERSTORY TREES PROVIDED<br>[17] 4.5 CALIPER INCH OVERSTORY TREES PROVIDED<br><br>166 TOTAL OVERSTORY TREES PROVIDED THROUGHOUT THE SITE<br><br>TREES HAVE BEEN INSERTED WHEREVER SPACE ALLOWS. RETAINING WALLS ALSO RESTRICT TREE LOCATION.<br><br>ALL PARKING LOT TREES WILL BE 2.5" CALIPER DUE TO RESTRICTED ROOTBALL AREA IN ISLANDS. |
| **9.6.5.2 LANDSCAPING AND SCREENING - UNDERSTORY TREES AND SHRUBS** | | |
| THE NUMBER OF UNDERSTORY TREES SHALL BE EQUAL TO 25% OF THE REQUIRED NUMBER OF OVERSTORY TREES. | TOTAL NUMBER OF OVERSTORY TREES = 284 TREES<br>284 TREES x 0.25 = 71<br>**71 UNDERSTORY TREES REQUIRED THROUGHOUT THE SITE** | 71 UNDERSTORY TREES PROVIDED THROUGHOUT THE SITE |
| THE NUMBER OF SHRUBS SHALL BE EQUAL TO 1 SHRUB PER 30 FEET OF SITE PERIMETER OR 1 SHRUB PER 300 SQ. FT. OF BUILDING FOOTPRINT, WHICHEVER IS GREATER. | SITE PERIMETER = 3,340.79 LF<br>3,340.79 LF / 30 FT. = 111.36<br><br>BUILDING FOOTPRINT = 164,356.76 SQ. FT.<br>164,356.76 SQ. FT. / 300 SQ. FT. = 547.86<br><br>**548 SHRUBS REQUIRED THROUGHOUT THE SITE** | 1,605 SHRUBS PROVIDED THROUGHOUT THE SITE |

| | |
|---|---|
| REQUIRED CALIPER INCHES: | 1028" |
| PROVIDED CALIPER INCHES: | 725" |
| SHORTAGE: | 303" |

CONSULTANT

Kimley»Horn

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4201 WINFIELD ROAD, SUITE 600
WARRENVILLE, IL 60555
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

NORTH ARROW AND SCALE

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

SEAL AND SIGNATURES

# COSTCO WHOLESALE

NWC OF HAZELTINE BLVD & OAKRIDGE DR
CHASKA, MN

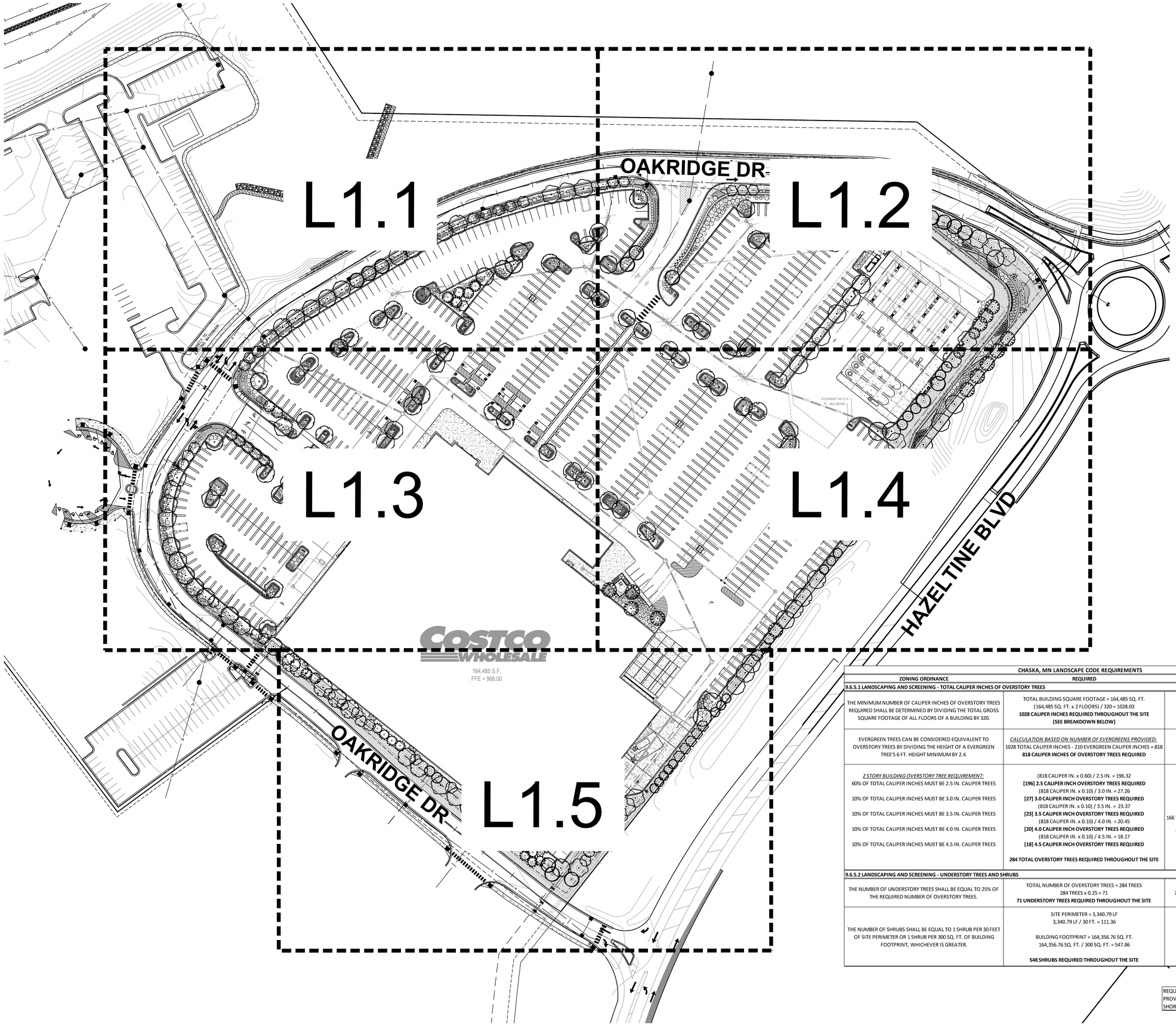
| DATE | ISSUED FOR | REV |
|---|---|---|

# L1.0

## OVERALL LANDSCAPE PLAN

AS INDICATED

NOTE: LANDSCAPE PLAN SCHEDULE AND CODE TABLE ON SHEET L2.0




| CHASKA, MN LANDSCAPE CODE REQUIREMENTS | | |
|---|---|---|
| **ZONING ORDINANCE** | **REQUIRED** | **PROPOSED** |
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| THE MINIMUM NUMBER OF CALIPER INCHES OF OVERSTORY TREES REQUIRED SHALL BE DETERMINED BY DIVIDING THE TOTAL GROSS SQUARE FOOTAGE OF ALL FLOORS OF A BUILDING BY 320. | TOTAL BUILDING SQUARE FOOTAGE = 164,485 SQ. FT.<br>(164,485 SQ. FT. x 2 FLOORS) / 320 = 1028.03<br>**1028 CALIPER INCHES REQUIRED THROUGHOUT THE SITE**<br>**(SEE BREAKDOWN BELOW)** | 725 CALIPER INCHES PROVIDED THROUGHOUT THE SITE<br>(SEE BREAKDOWN BELOW) |
| EVERGREEN TREES CAN BE CONSIDERED EQUIVALENT TO OVERSTORY TREES BY DIVIDING THE HEIGHT OF A EVERGREEN TREE'S 6 FT. HEIGHT MINIMUM BY 2.4. | *CALCULATION BASED ON NUMBER OF EVERGREENS PROVIDED:*<br>1028 TOTAL CALIPER INCHES - 210 EVERGREEN CALIPER INCHES = 818<br>**818 CALIPER INCHES OF OVERSTORY TREES REQUIRED** | TOTAL NUMBER OF EVERGREENS PROVIDED = 49<br>(35 EVERGREEN TREES x 12 FT. HEIGHT) / 2.4 = 175<br>(14 EVERGREEN TREES x 6 FT. HEIGHT) / 2.4 = 35<br>**210 CALIPER INCHES OF EVERGREEN TREES PROVIDED** |
| *2 STORY BUILDING OVERSTORY TREE REQUIREMENT:*<br>60% OF TOTAL CALIPER INCHES MUST BE 2.5 IN. CALIPER TREES<br><br>10% OF TOTAL CALIPER INCHES MUST BE 3.0 IN. CALIPER TREES<br><br>10% OF TOTAL CALIPER INCHES MUST BE 3.5 IN. CALIPER TREES<br><br>10% OF TOTAL CALIPER INCHES MUST BE 4.0 IN. CALIPER TREES<br><br>10% OF TOTAL CALIPER INCHES MUST BE 4.5 IN. CALIPER TREES | (818 CALIPER IN. x 0.60) / 2.5 IN. = 196.32<br>**[196] 2.5 CALIPER INCH OVERSTORY TREES REQUIRED**<br>(818 CALIPER IN. x 0.10) / 3.0 IN. = 27.26<br>**[27] 3.0 CALIPER INCH OVERSTORY TREES REQUIRED**<br>(818 CALIPER IN. x 0.10) / 3.5 IN. = 23.37<br>**[23] 3.5 CALIPER INCH OVERSTORY TREES REQUIRED**<br>(818 CALIPER IN. x 0.10) / 4.0 IN. = 20.45<br>**[20] 4.0 CALIPER INCH OVERSTORY TREES REQUIRED**<br>(818 CALIPER IN. x 0.10) / 4.5 IN. = 18.17<br>**[18] 4.5 CALIPER INCH OVERSTORY TREES REQUIRED**<br><br>**284 TOTAL OVERSTORY TREES REQUIRED THROUGHOUT THE SITE** | [80] 2.5 CALIPER INCH OVERSTORY TREES PROVIDED<br>[26] 3.0 CALIPER INCH OVERSTORY TREES PROVIDED<br>[23] 3.5 CALIPER INCH OVERSTORY TREES PROVIDED<br>[20] 4.0 CALIPER INCH OVERSTORY TREES PROVIDED<br>[17] 4.5 CALIPER INCH OVERSTORY TREES PROVIDED<br><br>166 TOTAL OVERSTORY TREES PROVIDED THROUGHOUT THE SITE<br><br>TREES HAVE BEEN INSERTED WHEREVER SPACE ALLOWS. RETAINING WALLS ALSO RESTRICT TREE LOCATION.<br><br>ALL PARKING LOT TREES WILL BE 2.5" CALIPER DUE TO RESTRICTED ROOTBALL AREA IN ISLANDS. |
| **9.6.5.2 LANDSCAPING AND SCREENING - UNDERSTORY TREES AND SHRUBS** | | |
| THE NUMBER OF UNDERSTORY TREES SHALL BE EQUAL TO 25% OF THE REQUIRED NUMBER OF OVERSTORY TREES. | TOTAL NUMBER OF OVERSTORY TREES = 284 TREES<br>284 TREES x 0.25 = 71<br>**71 UNDERSTORY TREES REQUIRED THROUGHOUT THE SITE** | 71 UNDERSTORY TREES PROVIDED THROUGHOUT THE SITE |
| THE NUMBER OF SHRUBS SHALL BE EQUAL TO 1 SHRUB PER 30 FEET OF SITE PERIMETER OR 1 SHRUB PER 300 SQ. FT. OF BUILDING FOOTPRINT, WHICHEVER IS GREATER. | SITE PERIMETER = 3,340.79 LF<br>3,340.79 LF / 30 FT. = 111.36<br><br>BUILDING FOOTPRINT = 164,356.76 SQ. FT.<br>164,356.76 SQ. FT. / 300 SQ. FT. = 547.86<br><br>**548 SHRUBS REQUIRED THROUGHOUT THE SITE** | 1,605 SHRUBS PROVIDED THROUGHOUT THE SITE |

| | |
|---|---|
| REQUIRED CALIPER INCHES: | 1028" |
| PROVIDED CALIPER INCHES: | 725" |
| SHORTAGE: | 303" |

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WARRENVILLE, IL 60555
PHONE: 630-487-5550
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**NORTH ARROW AND SCALE**

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

**SEAL AND SIGNATURES**

# COSTCO WHOLESALE

NWC OF HAZELTINE BLVD & OAKRIDGE DR
CHASKA, MN

| DATE | ISSUED FOR | REV |
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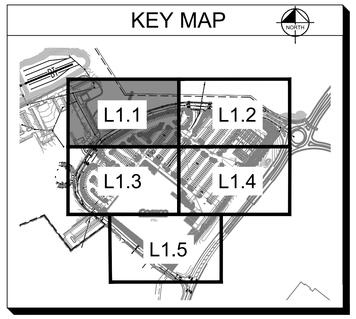
# L1.0

## OVERALL LANDSCAPE PLAN

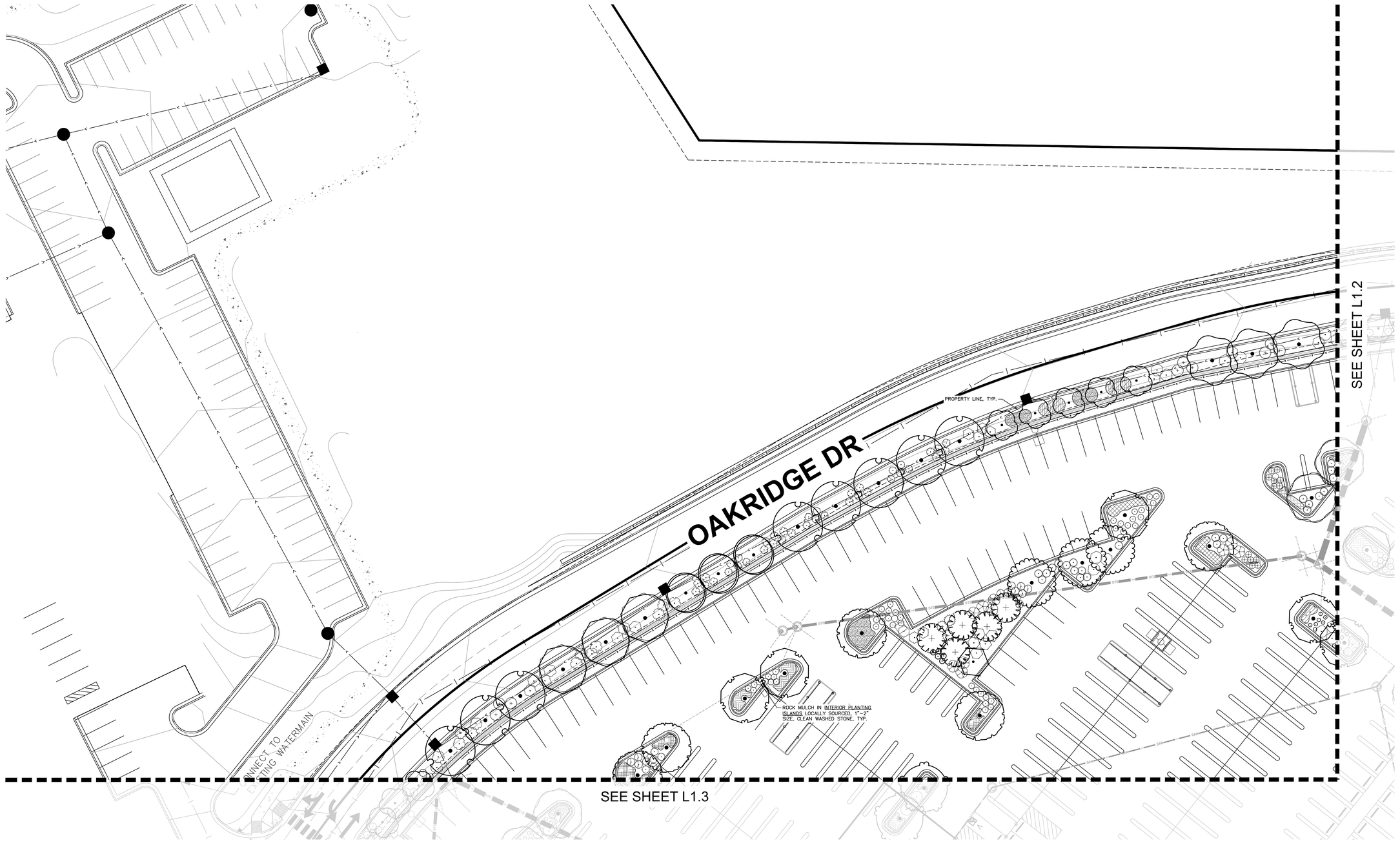
AS INDICATED

11/8/2021 5:26:54 PM

KEY MAP




NOTE: SEE SHEET 2.0 FOR PLANT SCHEDULE.




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NORTH ARROW AND SCALE

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SEAL AND SIGNATURES

# COSTCO WHOLESALE

NWC OF HAZELTINE BLVD & OAKRIDGE DR
CHASKA, MN

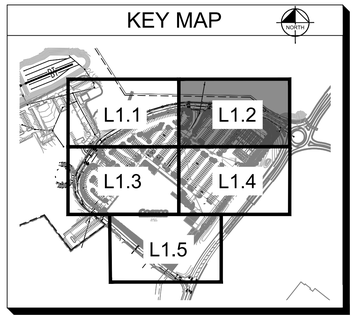
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# L1.1

DETAILED LANDSCAPE PLAN

AS INDICATED

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NOTE: SEE SHEET 2.0 FOR PLANT SCHEDULE.

OAKRIDGE DR

SEE SHEET L1.1

SEE SHEET L1.4

PROPERTY LINE, TYP.

ISLAND LOW R1 STOP

ROCK MULCH IN INTERIOR PLANTING ISLANDS LOCALLY SOURCED, 1"-2" SIZE, CLEAN WASHED STONE, TYP.

ELEC

COMM.

SNOW STORAGE AREA


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NORTH ARROW AND SCALE

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SEAL AND SIGNATURES

# COSTCO WHOLESALE

NWC OF HAZELTINE BLVD & OAKRIDGE DR
CHASKA, MN

| DATE | ISSUED FOR | REV |
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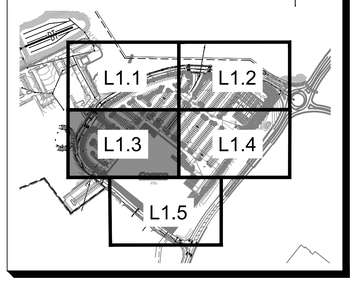
# L1.2

DETAILED LANDSCAPE PLAN

AS INDICATED

11/8/2021 5:26:54 PM

KEY MAP




NOTE: SEE SHEET 2.0 FOR PLANT SCHEDULE.

SEE SHEET L1.1

PROPERTY LINE, TYP.

ROCK MULCH IN INTERIOR PLANTING ISLANDS LOCALLY SOURCED, 1"–2" SIZE, CLEAN WASHED STONE, TYP.

10" WTR

3X COMM

OAKRIDGE DR

SEE SHEET L1.4

SEE SHEET L1.5


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NORTH ARROW AND SCALE

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SEAL AND SIGNATURES

# COSTCO WHOLESALE

NWC OF HAZELTINE BLVD & OAKRIDGE DR
CHASKA, MN

| DATE | ISSUED FOR | REV |
|---|---|---|

# L1.3

DETAILED LANDSCAPE PLAN

AS INDICATED

SEE SHEET L1.2

ROCK MULCH IN INTERIOR PLANTING ISLANDS LOCALLY SOURCED, 1"–2" SIZE, CLEAN WASHED STONE, TYP.

HYDRANT W/ G.V.
6" - 90d BEND

SNOW STORAGE AREA

PROPERTY LINE, TYP.

SEE SHEET L1.3

6" WTR

FO/M

10" WTR

ELEC

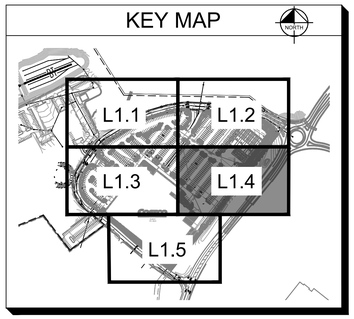
GAS

SNOW STORAGE AREA

HAZELTINE BLVD

SEE SHEET L1.5

KEY MAP




NOTE: SEE SHEET 2.0 FOR PLANT SCHEDULE.

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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SEAL AND SIGNATURES

# COSTCO WHOLESALE

NWC OF HAZELTINE BLVD & OAKRIDGE DR
CHASKA, MN

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|---|---|---|

# L1.4

DETAILED LANDSCAPE PLAN

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SEE SHEET L1.3

SEE SHEET L1.4

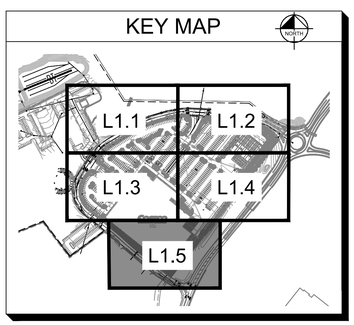
OAKRIDGE DR

HAZELTINE BLVD

PROPERTY LINE, TYP.

NOTE: SEE SHEET 2.0 FOR PLANT SCHEDULE.

KEY MAP




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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SEAL AND SIGNATURES

# COSTCO WHOLESALE

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CHASKA, MN

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|---|---|---|

# L1.5

DETAILED LANDSCAPE PLAN

AS INDICATED

# PLANT SCHEDULE

| TREES | CODE | QTY | BOTANICAL / COMMON NAME | CONT | CAL / INSTALL SIZE | MATURE HT. | MATURE SP. | OTHER |
|---|---|---|---|---|---|---|---|---|
| | AG | 12 | ACER SACCHARUM 'GREEN MOUNTAIN' / GREEN MOUNTAIN SUGAR MAPLE | B & B | 2.5-4.5" CAL | 40` - 60` HT. | 25` - 45` SP. | |
| | AN | 8 | ACER X FREEMANII 'AUTUMN BLAZE' / AUTUMN BLAZE MAPLE | B & B | 2.5-4.5" CAL | 40` - 55` HT. | 30` - 40` SP. | |
| | CO | 16 | CELTIS OCCIDENTALIS / COMMON HACKBERRY | B & B | 2.5-4.5" CAL | 40` - 60` HT. | 40` - 60` SP. | |
| | GA | 13 | GINKGO BILOBA 'AUTUMN GOLD' TM / AUTUMN GOLD MAIDENHAIR TREE | B & B | 2.5-4.5" CAL | 40` - 50` HT. | 25` - 30` SP. | |
| | GS | 18 | GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' / SHADEMASTER HONEY LOCUST | B & B | 2.5-4.5" CAL | 60` - 80` HT. | 60` - 80` SP. | |
| | LE | 8 | LIRIODENDRON TULIPIFERA `EMERALD CITY` TM / EMERALD CITY TULIP TREE | B & B | 2.5-4.5" CAL | 55` HT. | 25` SP. | |
| | QB | 13 | QUERCUS BICOLOR / SWAMP WHITE OAK | B & B | 2.5-4.5" CAL | 50` - 60` HT. | 50` - 60` SP. | |
| | QC | 13 | QUERCUS ROBUR X ALBA 'CRIMSCHMIDT' TM / CRIMSON SPIRE OAK | B & B | 2.5-4.5" CAL | 45` HT. | 15` SP. | |
| | QR | 12 | QUERCUS RUBRA / RED OAK | B & B | 2.5-4.5" CAL | 50` - 75` HT. | 50` - 75` SP. | |
| | TM | 16 | TILIA AMERICANA `MCKSENTRY` / SENTRY LINDEN | B & B | 2.5-4.5" CAL | 40` - 45` HT. | 25` - 30` SP. | |
| | UN | 14 | ULMUS AMERICANA 'NEW HARMONY' / NEW HARMONY AMERICAN ELM | B & B | 2.5-4.5" CAL | 70` HT. | 65` SP. | |
| | ZK | 23 | ZELKOVA SERRATA `AUTUMN GLOW` / AUTUMN GLOW JAPANESE ZELKOVA | B & B | 2.5-4.5" CAL | 35` HT. | 25` - 30` SP. | |

| EVERGREEN TREES | CODE | QTY | BOTANICAL / COMMON NAME | CONT | CAL / INSTALL SIZE | MATURE HT. | MATURE SP. | OTHER |
|---|---|---|---|---|---|---|---|---|
| | AC | 9 | ABIES CONCOLOR / WHITE FIR | B & B | 12` HT. MIN. | 40` - 50` HT. | 15` - 25` SP. | |
| | PD | 5 | PICEA GLAUCA 'DENSATA' / BLACK HILLS WHITE SPRUCE | B & B | 12` HT. MIN. | 25` - 35` HT. | 10` - 15` SP. | |
| | PD2 | 7 | PSEUDOTSUGA MENZIESII / DOUGLAS FIR | B & B | 12` HT. MIN. | 40` - 60` HT. | 15` - 20` SP. | |
| | PF | 12 | PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID LIMBER PINE | B & B | 12` HT. MIN. | 35` HT. | 20` SP. | |
| | PG | 5 | PICEA PUNGENS 'GLAUCA' / BLUE COLORADO SPRUCE | B & B | 12` HT. MIN. | 55` HT. | 20` - 30` SP. | |
| | PS | 11 | PINUS STROBUS / WHITE PINE | B & B | 12` HT. MIN. | 70` HT. | 40` SP. | |

| ORNAMENTAL/UNDERSTORY | CODE | QTY | BOTANICAL / COMMON NAME | CONT | CAL / INSTALL SIZE | MATURE HT. | MATURE SP. | OTHER |
|---|---|---|---|---|---|---|---|---|
| | AE | 19 | AESCULUS X ARNOLDIANA 'AUTUMN SPLENDOR' / AUTUMN SPLENDOR HORSECHESTNUT | B & B | 2" CAL. MIN | 35` HT. | 25` SP. | SINGLE STEM |
| | CA | 23 | CARPINUS CAROLINIANA / AMERICAN HORNBEAM | B & B | 6` - 8` HT. MIN | 25` - 35` HT. | 20` SP. | SINGLE STEM |
| | CV | 22 | CRATAEGUS CRUS-GALLI INERMIS TM / THORNLESS COCKSPUR HAWTHORN | B & B | 6` - 8` HT. MIN | 20` - 30` HT. | 20` - 30` SP. | SINGLE STEM |
| | SI | 7 | SYRINGA RETICULATA 'IVORY SILK' / IVORY SILK JAPANESE TREE LILAC | B & B | 6` - 8` HT. MIN | 20` - 25` HT. | 15` - 20` SP. | SINGLE STEM |

| SHRUBS | CODE | QTY | BOTANICAL / COMMON NAME | CONT | SPACING | INSTALL SIZE | MATURE HT. | MATURE SP. |
|---|---|---|---|---|---|---|---|---|
| | AL | 34 | ARONIA MELANOCARPA 'UCONNAM165' TM / LOW SCAPE MOUND BLACK CHOKEBERRY | 3 GAL | SEE PLAN | 15" HT MIN | 18" - 24" HT. | 18" - 24" SP. |
| | AM | 48 | ARONIA MELANOCARPA 'MORTON' TM / IROQUOIS BEAUTY BLACK CHOKEBERRY | 5 GAL | SEE PLAN | 18" HT MIN | 24" - 36" HT. | 36" - 48" SP. |
| | CB | 33 | CEPHALANTHUS OCCIDENTALIS 'BAILOPTICS' TM / FIBER OPTICS BUTTONBUSH | 5 GAL | SEE PLAN | 36" HT MIN | 6` HT. | 5` - 6` SP. |
| | CF | 115 | CORNUS SERICEA 'FARROW' TM / ARCTIC FIRE RED TWIG DOGWOOD | 3 GAL | SEE PLAN | 18" HT. MIN. | 36" - 48" HT. | 36" - 48" SP. |
| | CH | 36 | CORNUS ALBA `BAILHALO` TM / IVORY HALO DOGWOOD | 5 GAL | 6` OC | 36" HT MIN | 4` - 6` HT. | 4` - 6` SP. |
| | CI | 45 | CORNUS SERICEA 'ISANTI' / ISANTI RED TWIG DOGWOOD | 5 GAL | 6` OC | 36" HT MIN | 4` - 6` HT. | 4` - 6` SP. |
| | CS | 67 | CORNUS SERICEA 'SUMMER GOLD' / SUMMER GOLD KOREAN DOGWOOD | 7 GAL | 48" OC | 24" HT MIN | 6` - 8` HT. | 3` - 4` SP |
| | FM | 36 | FORSYTHIA X INTERMEDIA 'MINDOR' TM / SHOW OFF FORSYTHIA | 3 GAL | 6` OC | 36" HT MIN | 4` - 6` HT. | 4` - 6` SP. |
| | HB | 39 | HYDRANGEA PANICULATA `BULK` TM / QUICK FIRE PANICLE HYDRANGEA | 5 GAL | SEE PLAN | 24" HT MIN | 6` - 8` HT. | 4` - 6` SP. |
| | HL | 145 | HYDRANGEA PANICULATA `JANE` TM / LITTLE LIME PANICLE HYDRANGEA | 3 GAL | 4` OC | 12" HT. MIN. | 36" - 48" HT. | 36" - 48" SP. |
| | JB | 6 | JUNIPERUS SABINA 'BROADMOOR' / BROADMOOR JUNIPER | 3 GAL | 6` OC | 12" HT MIN | 24" - 36" HT. | 6` - 10` SP. |
| | JE | 12 | JUNIPERUS CHINENSIS `FAIRVIEW` / FAIRVIEW JUNIPER | B & B | SEE PLAN | 6` HT. MIN. | 15` - 20` HT | 4` - 6` SP. |
| | JF | 43 | JUNIPERUS CHINENSIS 'SEA GREEN' / SEA GREEN JUNIPER | 5 GAL | 6` OC | 24" HT MIN | 4` - 6` HT. | 6` - 8` SP. |
| | PB | 137 | POTENTILLA FRUTICOSA 'HACHLISS' TM / BELLA BELLISSIMA BUSH CINQUEFOIL | 3 GAL | 36" OC | 12" HT MIN | 24" - 36" HT. | 24" - 36" SP. |
| | PL | 108 | PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL' TM / LITTLE DEVIL DWARF NINEBARK | 5 GAL | SEE PLAN | 18" HT MIN | 36" - 48" HT. | 36" - 48" SP. |
| | RF | 74 | ROSA RUGOSA `FRU DAGMAR HASTRUP` / FRU DAGMAR HASTRUP ROSE | 5 GAL | SEE PLAN | 24" HT MIN | 36" - 48" HT. | 3` - 4` SP |
| | SF | 59 | SPIRAEA JAPONICA 'NEON FLASH' / NEON FLASH JAPANESE SPIREA | 3 GAL | SEE PLAN | 12" HT MIN | 24" - 36" HT. | 3` - 4` SP |
| | SM | 77 | SPIRAEA JAPONICA 'WALBUMA' / MAGIC CARPET JAPANESE SPIREA | 3 GAL | SEE PLAN | 6" HT. MIN. | 12" - 18" HT. | 24" - 36" SP. |
| | SM2 | 15 | SYRINGA MEYERI `PALIBIN` / DWARF KOREAN LILAC | 5 GAL | SEE PLAN | 36" HT MIN | 4` - 6` HT. | 6` - 8` SP. |
| | ST | 48 | SPIRAEA BETULIFOLIA 'TOR GOLD' TM / GLOW GIRL BIRCHLEAF SPIREA | 3 GAL | SEE PLAN | 12" HT MIN | 24" - 36" HT. | 24" - 36" SP. |
| | VM | 19 | VIBURNUM DENTATUM 'BLUE MUFFIN' / BLUE MUFFIN ARROWWOOD VIBURNUM | 5 GAL | SEE PLAN | 24" HT MIN | 4` - 6` HT. | 4` - 6` SP. |
| | VR | 11 | DIERVILLA RIVULARIS `SMNDRSF` TM / KODIAK BLACK HONEYSUCKLE | 3 GAL | 6` OC | 24" HT MIN | 36" - 48" HT. | 4` - 6` SP. |
| | WM | 178 | WEIGELA FLORIDA 'MINUET' / MINUET WEIGELA | 3 GAL | SEE PLAN | 15" HT MIN | 18" - 24" HT. | 24" - 36" SP. |

| GRASSES | CODE | QTY | BOTANICAL / COMMON NAME | CONT | SPACING | INSTALL SIZE | MATURE HT. | MATURE SP. |
|---|---|---|---|---|---|---|---|---|
| | CK | 130 | CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS | 1 GAL | SEE PLAN | 18" HT MIN | 4` - 6` HT. | 24" - 36" SP. |
| | PC | 41 | PANICUM VIRGATUM 'CAPE BREEZE' / CAPE BREEZE SWITCH GRASS | 1 GAL | SEE PLAN | 12" HT MIN | 24" - 36" HT. | 18" - 24" SP. |
| | PH | 47 | PANICUM VIRGATUM 'HEAVY METAL' / HEAVY METAL SWITCH GRASS | 1 GAL | SEE PLAN | 18" HT MIN | 4` - 6` HT. | 18" - 24" SP. |
| | PN | 50 | PANICUM VIRGATUM 'NORTHWIND' / NORTHWIND SWITCH GRASS | 1 GAL | SEE PLAN | 18" HT MIN | 6` - 8` HT. | 24" - 36" SP. |

| GRASSES AND PERENNIALS | CODE | QTY | BOTANICAL / COMMON NAME | CONT | SPACING | MATURE HT. |
|---|---|---|---|---|---|---|
| | AB | 171 | AMSONIA X 'BLUE ICE' / BLUE ICE BLUESTAR | 1 GAL | 24" OC | 12" - 18" HT. |
| | AB2 | 260 | ACHILLEA MILLEFOLIUM 'BALVINWITE' TM / NEW VINTAGE WHITE COMMON YARROW | 1 GAL | 18" OC | 8" - 12" HT. |
| | AS | 207 | ALLIUM X 'SUMMER BEAUTY' / SUMMER BEAUTY ORNAMENTAL ONION | 1 GAL | 24" OC | 12" - 18" HT. |
| | AS2 | 19 | ACHILLEA MILLEFOLIUM 'STRAWBERRY SEDUCTION' / STRAWBERRY SEDUCTION COMMON YARROW | 1 GAL | 30" OC | 18" - 24" HT. |
| | BB | 43 | BAPTISIA X `BLUEBERRY SUNDAE` TM / BLUEBERRY SUNDAE DECADENCE WILD INDIGO | 1 GAL | 36" OC | 24" - 36" HT. |
| | CC | 213 | COREOPSIS X 'MOONBEAM' / MOONBEAM TICKSEED | 1 GAL | 24" OC | 12" - 18" HT. |
| | DT2 | 26 | DESCHAMPSIA CESPITOSA / TUFTED HAIR GRASS | 1 GAL | 24" OC | 3` - 4` HT. |
| | EJ | 51 | EUPATORIUM DUBIUM 'LITTLE JOE' / LITTLE JOE DWARF JOE PYE WEED | 1 GAL | 36" OC | 3` - 4` HT. |
| | EP | 17 | ECHINACEA 'RUBY STAR' / RUBY STAR CONEFLOWER | 1 GAL | 18" OC | 3` - 4` HT. |
| | GK | 172 | GERANIUM X CANTABRIGIENSE 'KARMINA' / BIOKOVO CRANESBILL | 1 GAL | 24" OC | 8" - 12" HT. |
| | HH | 107 | HEMEROCALLIS X 'HAPPY RETURNS' / HAPPY RETURNS DAYLILY | 1 GAL | 24" OC | 12" - 18" HT. |
| | HO2 | 148 | HEUCHERA X 'OBSIDIAN' / OBSIDIAN CORAL BELLS | 1 GAL | 18" OC | 8" - 12" HT. |
| | NK | 299 | NEPETA X FAASSENII 'KIT KAT' / KIT KAT CATMINT | 1 GAL | 18" OC | 8" - 12" HT. |
| | PB2 | 237 | PENNISETUM ALOPECUROIDES 'BURGUNDY BUNNY' / BURGUNDY BUNNY DWARF FOUNTAIN GRASS | 1 GAL | 18" OC | 12" - 18" HT. |
| | SA | 154 | SEDUM SPECTABILE 'NEON' / NEON STONECROP | 1 GAL | 18" OC | 12" - 18" HT. |

| GROUND COVERS | BOTANICAL / COMMON NAME |
|---|---|
| | TURF SOD |

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NORTH ARROW AND SCALE

SEAL AND SIGNATURES

COSTCO WHOLESALE
NWC OF HAZELTINE BLVD & OAKRIDGE DR
CHASKA, MN

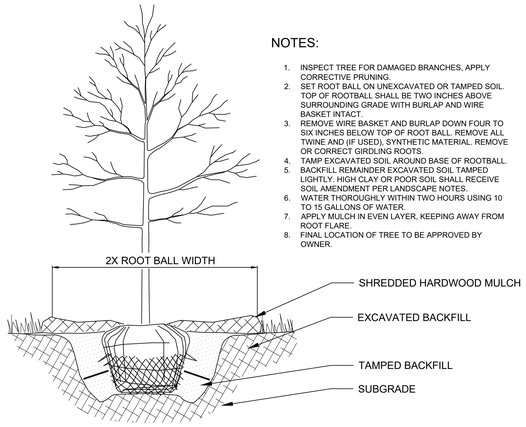
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L2.0

LANDSCAPE NOTES AND DETAILS

AS INDICATED

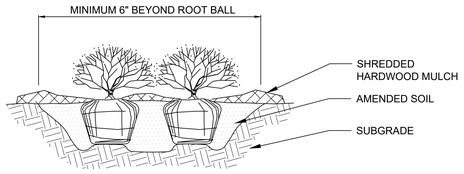
NOTE: ALL INTERIOR ISLANDS AND FOUNDATION LANDSCAPE TO BE MULCHED WITH DECORATIVE STONE.




NOTES:

1. INSPECT TREE FOR DAMAGED BRANCHES, APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL SHALL BE TWO INCHES ABOVE SURROUNDING GRADE WITH BURLAP AND WIRE BASKET INTACT.
3. REMOVE WIRE BASKET AND BURLAP DOWN FOUR TO SIX INCHES BELOW TOP OF ROOT BALL. REMOVE ALL TWINE AND (IF USED), SYNTHETIC MATERIAL. REMOVE OR CORRECT GIRDLING ROOTS.
4. TAMP EXCAVATED SOIL AROUND BASE OF ROOTBALL.
5. BACKFILL REMAINDER EXCAVATED SOIL TAMPED LIGHTLY. HIGH CLAY OR POOR SOIL SHALL RECEIVE SOIL AMENDMENT PER LANDSCAPE NOTES.
6. WATER THOROUGHLY WITHIN TWO HOURS USING 10 TO 15 GALLONS OF WATER.
7. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE.
8. FINAL LOCATION OF TREE TO BE APPROVED BY OWNER.

1 TREE PLANTING — NTS



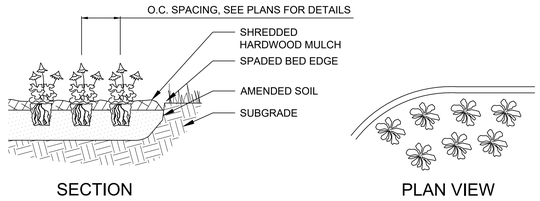

NOTES:

1. APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL OR CONTAINER ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL (CONTAINER) SHALL BE ONE INCH ABOVE SURROUNDING GRADE. FOR LARGER SHRUBS WITHIN PLANTING BED DIG A DEEPER PIT ONLY FOR THOSE SHRUBS.
3. REMOVE BURLAP FROM TOP HALF THE LENGTH OF ROOTBALL. TWINE AND (IF USED) SYNTHETIC MATERIAL SHALL BE REMOVED FROM PLANTING BED. FOR CONTAINER GROWN SHRUBS, REMOVE CONTAINER AND LOOSEN ROOTS PRIOR TO INSTALLATION.
4. REMOVE OR CORRECT GIRDLING ROOTS.
5. PLUMB AND BACKFILL WITH AMENDED SOIL PER LANDSCAPE NOTES. WATER THOROUGHLY WITHIN TWO HOURS.
6. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR SHRUBS EXTEND TO ALL LIMITS OF PLANTING BED, SEE PLANS FOR BED LAYOUTS.

2 SHRUB PLANTING — NTS

NOTES:

1. EXCAVATE PLANTING BED.
2. BED HEIGHT IS TO BE 2" ABOVE FINISH GRADE AND WELL DRAINED.
3. REMOVE CONTAINER, SCORE SOIL MASS TO REDIRECT AND PREVENT CIRCLING ROOTS. CORRECT GIRDLING ROOTS.
2. PLANT MATERIAL SHALL BE LAID OUT BY FOLLOWING THE BED EDGE, WORKING TOWARDS THE CENTER OF THE BED USING TRIANGULAR (STAGGERED) SPACING AS PLAUSIBLE.
3. PLUMB AND BACKFILL WITH PLANTING MIX AS SPECIFIED IN LANDSCAPE NOTES.
4. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR PERENNIALS/GROUNDCOVER EXTEND TO ALL LIMITS OF PLANTING BED, SEE PLANS FOR BED LAYOUTS.
5. SPACING TO BE AS SPECIFIED IN THE PLANT LIST. PERENNIALS SHALL BE PLACED WITH THEIR CENTER 24" FROM EDGE OF BED.



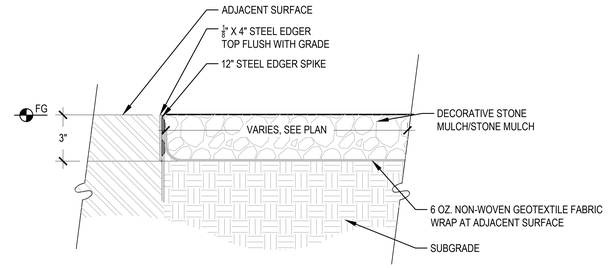

3 PERENNIAL PLANTING — NTS

## LANDSCAPE NOTES

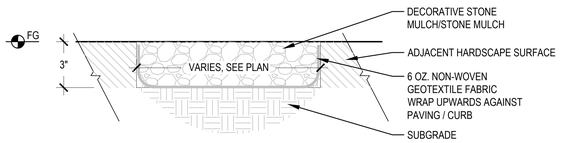
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
5. ALL PLANTS TO BE SPECIMEN GRADE, WELL BRANCHED, HEALTHY, FULL, PRE-INOCULATED AND FERTILIZED. PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, AND SCARS. PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES. PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. TRUNKS WILL BE WRAPPED IF NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS PART OF THIS CONTRACT.
6. THE OWNER'S REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFORMED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
7. ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNERS WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
8. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
9. PRUNE PLANTS AS NECESSARY- PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
10. SEED/SOD LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SEED/SOD ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEED/SOD MIXES.
11. EDGING TO BE A SPADED EDGE UNLESS INDICATED OTHERWISE ON THE PLANS. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. A SPADED BED EDGE SHALL SEPARATE MULCH BEDS FROM TURF OR SEEDED AREAS. A SPADED EDGE IS NOT REQUIRED ALONG CURBED EDGES.
12. CONTRACTOR SHALL INSTALL SHREDDED HARDWOOD MULCH AT A 3" DEPTH TO ALL TREES, SHRUB, PERENNIAL, AND GROUNDCOVER AREAS. TREES PLACED IN AREA COVERED BY TURF SHALL RECEIVE A 4 FT WIDE MAXIMUM TREE RING WITH 3" DEPTH SHREDDED HARDWOOD MULCH.
13. INSTALLATION OF TREES WITHIN PARKWAYS SHALL BE COORDINATED IN THE FIELD WITH LOCATIONS OF UNDERGROUND UTILITIES. TREES SHALL NOT BE LOCATED CLOSER THAN 5' FROM UNDERGROUND UTILITY LINES AND NO CLOSER THAN 10' FROM UTILITY STRUCTURES.
14. DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
15. ALL DISTURBED AREAS TO BE SODDED OR SEEDED, UNLESS OTHERWISE NOTED. SOD/SEED SHALL BE LOCAL HARDY TURF GRASS MIX UNLESS, OTHERWISE NOTED.
16. PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.

## ADDITIONAL TOPSOIL NOTES

1. SUBGRADE MATERIAL SHALL BE PROVIDED IN ALL PLANTING AREAS. MATERIAL SHALL BE FREE OF CONTAMINANTS AND RUBBLE, AND MINIMUM DRAINAGE CHARACTERISTICS TO AVOID STANDING OR DAMMING WATER.
2. HIGH-QUALITY TOP SOIL SHALL BE IMPORTED AND GRADED BY GENERAL CONTRACTOR TO THE FOLLOWING MINIMUM DEPTHS BELOW FINISHED GRADE.
   -PLANTING BEDS: 18 INCHES
   -ALL OTHER AREAS 6 INCHES
3. IMPORTED TOPSOIL SHALL BE SELECT, FERTILE, SCREENED TO ONE-HALF INCH, WELL DRAINED, WEED-FREE, BALANCED MATERIAL COMPOSED OF SAND, COMPOST AND A SMALL AMOUNT OF CLAY/SILT TO BE CLASSIFIED AS SANDY LOAM UNDER USDA CLASSIFICATION.
   -TEST TOPSOIL AT APPROVED TESTING LAB FOR CONFIRMATION OF SOIL TEXTURE AND CLASSIFICATION.
   -IF CLASSIFIED AS SANDY LOAM, THEN TEST FOR PH, TRACE MINERALS, SALINITY, N, P, K AND AMENDMENT RECOMMENDATIONS TO ACHIEVE A PH BALANCED FERTILE TOPSOIL WITH MINIMUM SIX (6%) PERCENT ORGANIC MATERIALS DERIVED FROM VEGETATIVE COMPOST. INCORPORATE STARTER FERTILIZER AND PLANT TABS PLUS FERTILIZER AND SOIL AMENDMENTS AS RECOMMENDED IN REPORT AT NO ADDITIONAL COST.
4. SUBMIT SAMPLES OF EXISTING ONSITE SOIL MATERIALS TO COSTCO WHOLESALE FOR LABORATORY TESTING TO EVALUATE THE SUITABILITY OF THE EXISTING SOILS FOR USE AS TOPSOIL FOR NEW LANDSCAPING.
5. WHERE THE GEOTECHNICAL FINDINGS INDICATE THAT EXISTING NATIVE SOILS EXPECTED TO BE IN PLACE MEET THE USDA SANDY LOAM TOPSOIL CLASSIFICATION WITH THE ADDITION OF COMPOST AND FERTILIZER, THIS MINIMUM REQUIREMENT MAY BE ALTERED PROVIDED THAT COSTCO WHOLESALE APPROVES THIS IN ADVANCE IN WRITING BASED ON:
   -DOCUMENTATION THAT THE MATERIAL MEETS THE TOPSOIL STANDARD NOTED ABOVE UNDER "IMPORT TOPSOIL".
   -THAT SUFFICIENT QUANTITIES TO SATISFY THE MINIMUM DEPTHS ARE READILY AVAILABLE.
   -THAT A COMPLETE SOILS TEST IS UTILIZED EARLY TO IDENTIFY DEFICIENT COMPONENTS (ORGANIC MATTER TO ACHIEVE SIX (6%) PERCENT BY VOLUME, FERTILIZER, AMENDMENTS) AND THESE AMENDMENTS WILL BE PRE-MIXED.
   -THAT A PROTECTED ON-SITE LOCATION IS SUFFICIENT FOR STOCKPILING, SCREENING, AND BLENDING.
   -THAT THE PROJECT CONSTRUCTION DOCUMENTS ARE MODIFIED TO INDICATE ALL OF THE ABOVE.
6. PLACE TOPSOIL AFTER THOROUGHLY ROTOTILLING OR RIPPING ENTIRE SUBGRADE TO ALLOW INTERMIXING OF TOPSOIL AND SUB-SOILS. PLACE IN TWO LIFTS AS FOLLOWS: ROTOTILL OR RIP SUBGRADE AND PLACE HALF OF THE TOPSOIL THOROUGHLY INCORPORATING IT WITH SUBSOIL. THEN CAP WITH THE REMAINING HALF OF TOPSOIL.
7. COSTCO WHOLESALE RESERVES THE RIGHT TO RETEST THE MATERIAL AND REQUIRE ADDITIONAL AMENDMENTS, FERTILIZER, ORGANICS TO ACHIEVE THE STATED STANDARD.




4 STONE MULCH — 3" = 1'-0"




5 STONE MULCH ADJACENT TO HARDSCAPE — 3" = 1'-0"

CONSULTANT
Kimley»Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD ROAD, SUITE 600
WARRENVILLE, IL 60555
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

NORTH ARROW AND SCALE

SEAL AND SIGNATURES

# COSTCO WHOLESALE

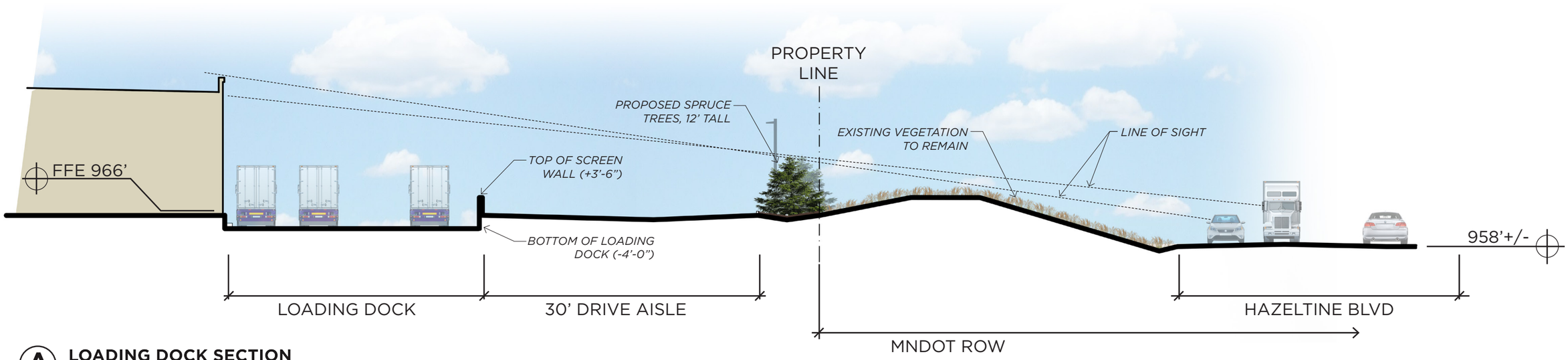
NWC OF HAZELTINE BLVD & OAKRIDGE DR
CHASKA, MN

| DATE | ISSUED FOR | REV |
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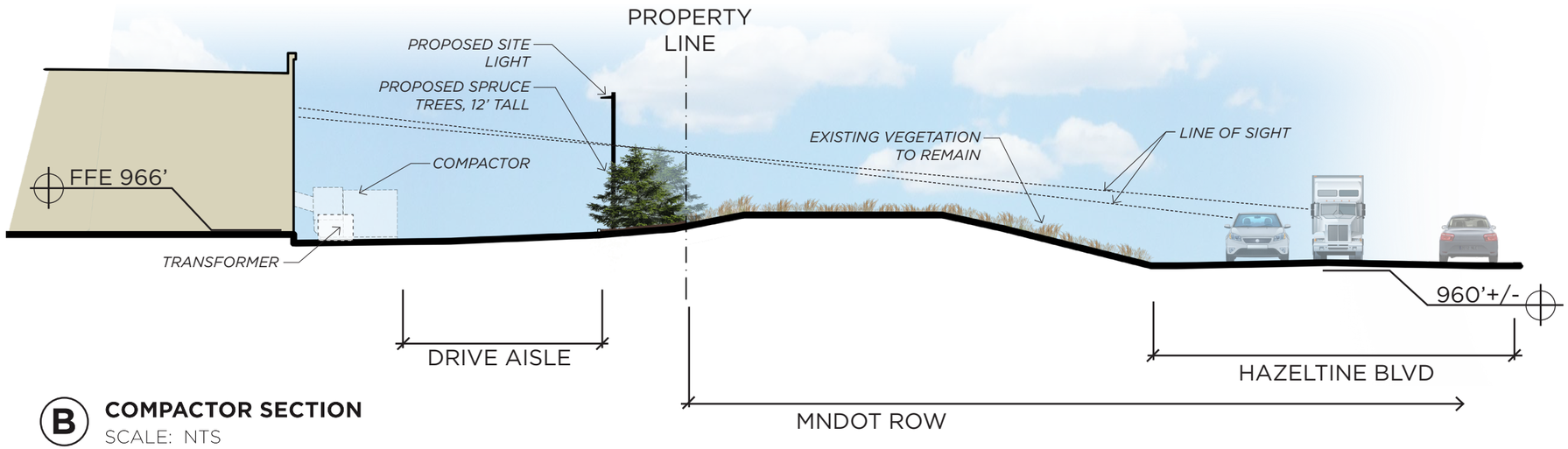
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LANDSCAPE NOTES AND DETAILS

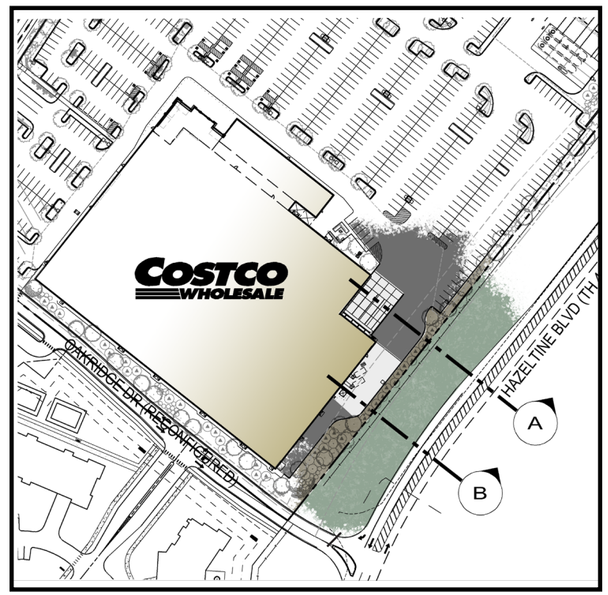
AS INDICATED



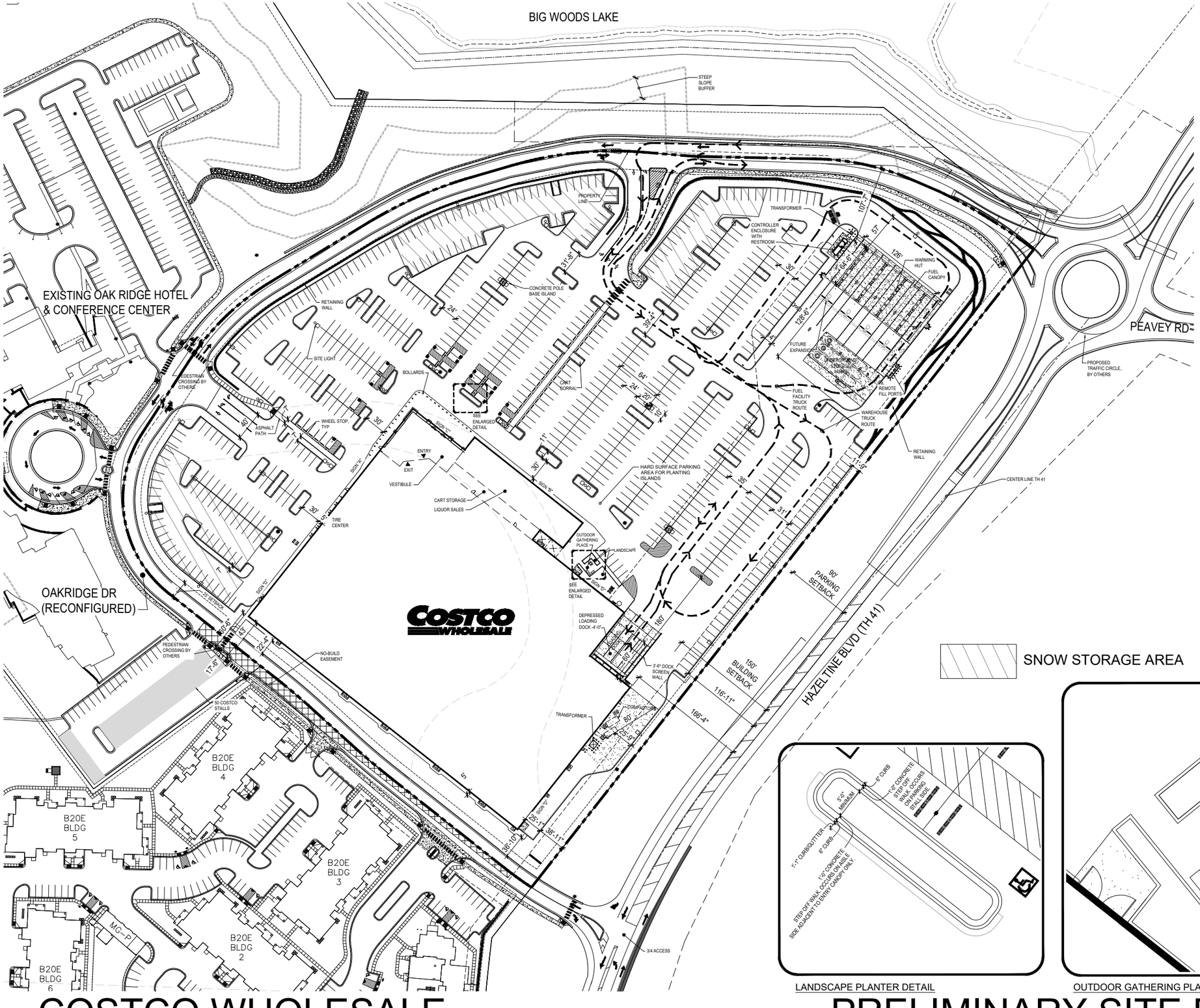

**A** **LOADING DOCK SECTION**
SCALE: NTS




**B** **COMPACTOR SECTION**
SCALE: NTS



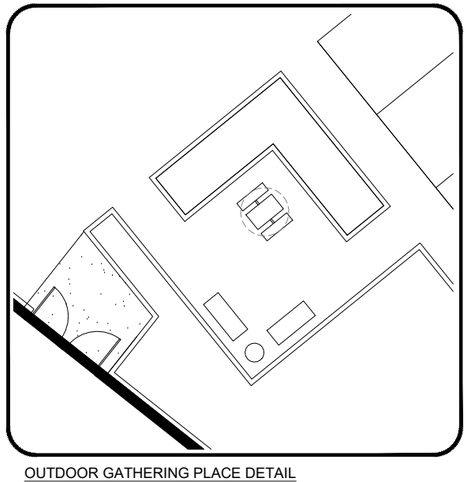

**SITE PLAN**
SCALE: NTS




SNOW STORAGE AREA




LANDSCAPE PLANTER DETAIL



OUTDOOR GATHERING PLACE DETAIL

# PROJECT DATA

| | |
|---|---|
| CLIENT: | COSTCO WHOLESALE<br>999 LAKE DRIVE<br>ISSAQUAH, WA 98027 |
| PROJECT ADDRESS: | NWC OF HAZELTINE BLVD<br>& OAKRIDGE DR<br>CHASKA, MN |

## SITE DATA:

| | |
|---|---|
| TOTAL COSTCO SITE AREA: | 16.96 ACRES (738,855 SF) |
| JURISDICTION: | CITY OF CHASKA |
| ZONING: | PMD - PLANNED MULTI-USE DISTRICT |
| BUILDING SETBACKS: | |
| FROM CENTERLINE OF TH 41 ROADWAY | 150' |
| FROM PROPERTY LINE FRONT/SIDE/REAR | 20' |
| PARKING SETBACKS: | |
| FROM CENTERLINE OF TH 41 ROADWAY | 90' |
| FROM PROPERTY LINE FRONT/SIDE/REAR | 10' |
| TOTAL GREEN AREA: | 103,401 SF / 713,003 = 14.5% |
| 10% HARD SURFACE PARKING PARKING AREA FOR PLANTING ISLANDS: | 36,286 SF / 351,730 SF = 10.3% |

## BUILDING DATA:

| | |
|---|---|
| TOTAL BUILDING FOOTPRINT AREA: | 165,027 SF |
| INCLUDES: | |
| **NET MAIN SALES (151,074 SF - 1 bay 5,862 SF)** | **144,873 SF** |
| NET MECHANICAL / FIRE | 2,415 SF |
| NET ENCLOSED VESTIBULE | 4,909 SF |
| NET ENCLOSED CART STORAGE | 2,761 SF |
| NET LIQUOR SALES | 7,978 SF |
| BUILDING ENVELOPE | 2,091 SF |

## PARKING DATA:

| | |
|---|---|
| TOTAL PARKING: | 720 STALLS |
| INCLUDES: | |
| ① 10' WIDE STALLS | 703 STALLS |
| ⑤ ACCESSIBLE STALLS | 17 STALLS |
| NUMBER OF STALLS PER 1000 SF OF BUILDING AREA: | 4.39 STALLS |
| OFFSITE PARKING: | 50 STALLS |

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

0 25' 50' 100'
1" = 50'-0"

COSTCO WHOLESALE
CHASKA, MN

CHASKA, MN
MG2

19-5374-01
OCTOBER 1, 2021

PRELIMINARY
SITE PLAN

DD11-19

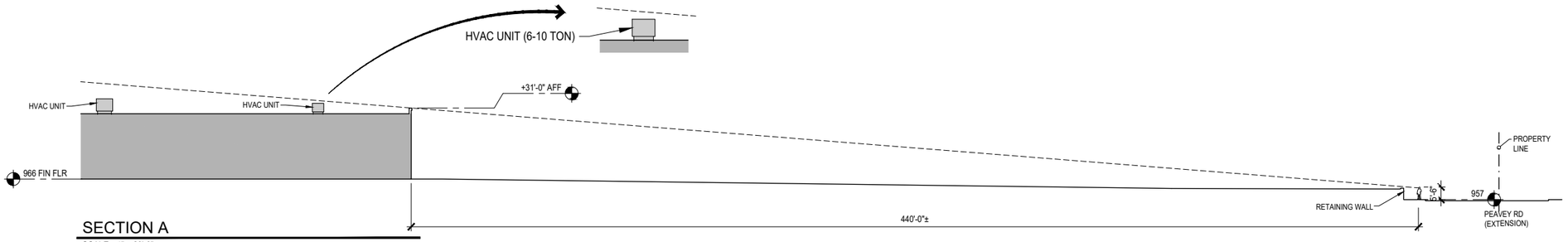
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# COSTCO WHOLESALE

CHASKA, MINNESOTA

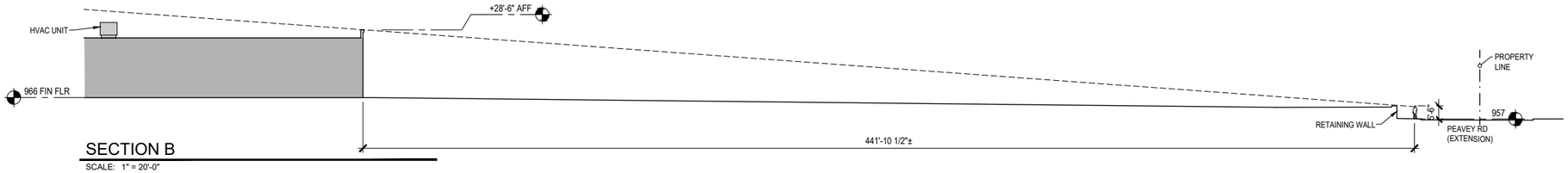
# PRELIMINARY SITE PLAN

PRELIMINARY PUD SUBMITTAL OCTOBER 1, 2021



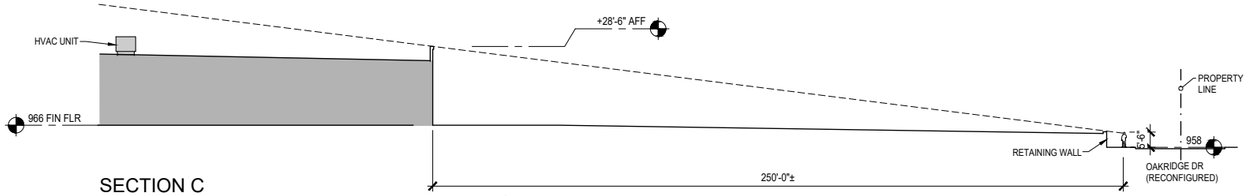

SECTION A

SCALE: 1" = 20'-0"



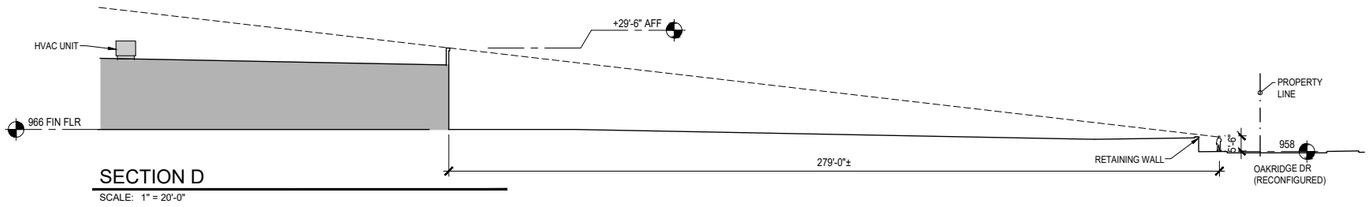

SECTION B

SCALE: 1" = 20'-0"



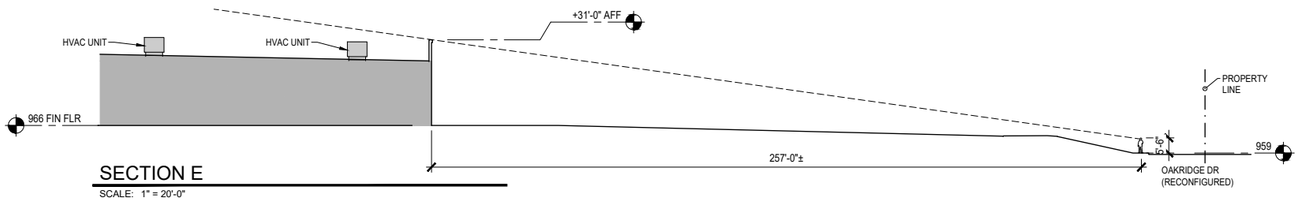

SECTION C

SCALE: 1" = 20'-0"



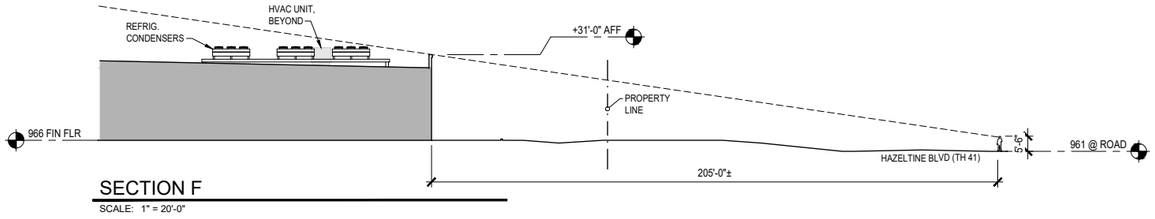

SECTION D

SCALE: 1" = 20'-0"



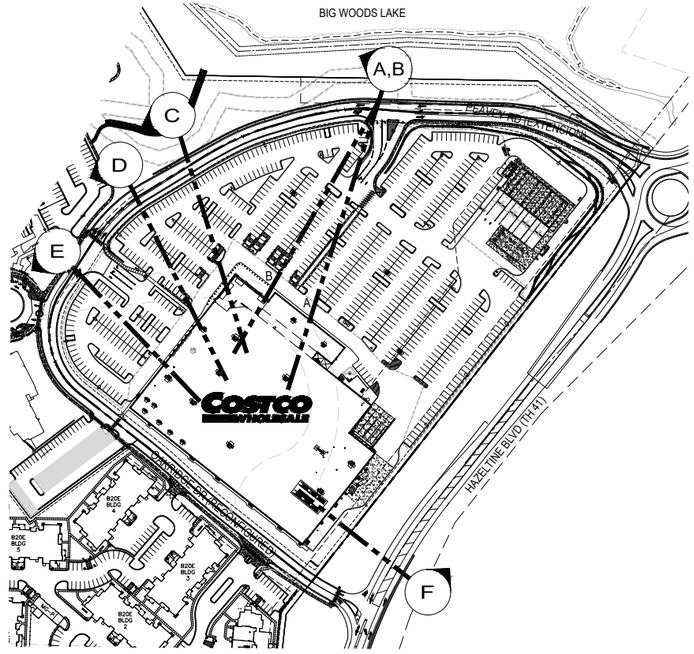

SECTION E

SCALE: 1" = 20'-0"




SECTION F

SCALE: 1" = 20'-0"




COSTCO WHOLESALE

CHASKA, MN

CHASKA, MN

MG2

19-5374-01
OCTOBER 3, 2021

PRELIMINARY
SITE PLAN

P13-04

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# COSTCO WHOLESALE

CHASKA, MINNESOTA

# PRELIMINARY SITE SECTIONS

OCTOBER 3, 2021

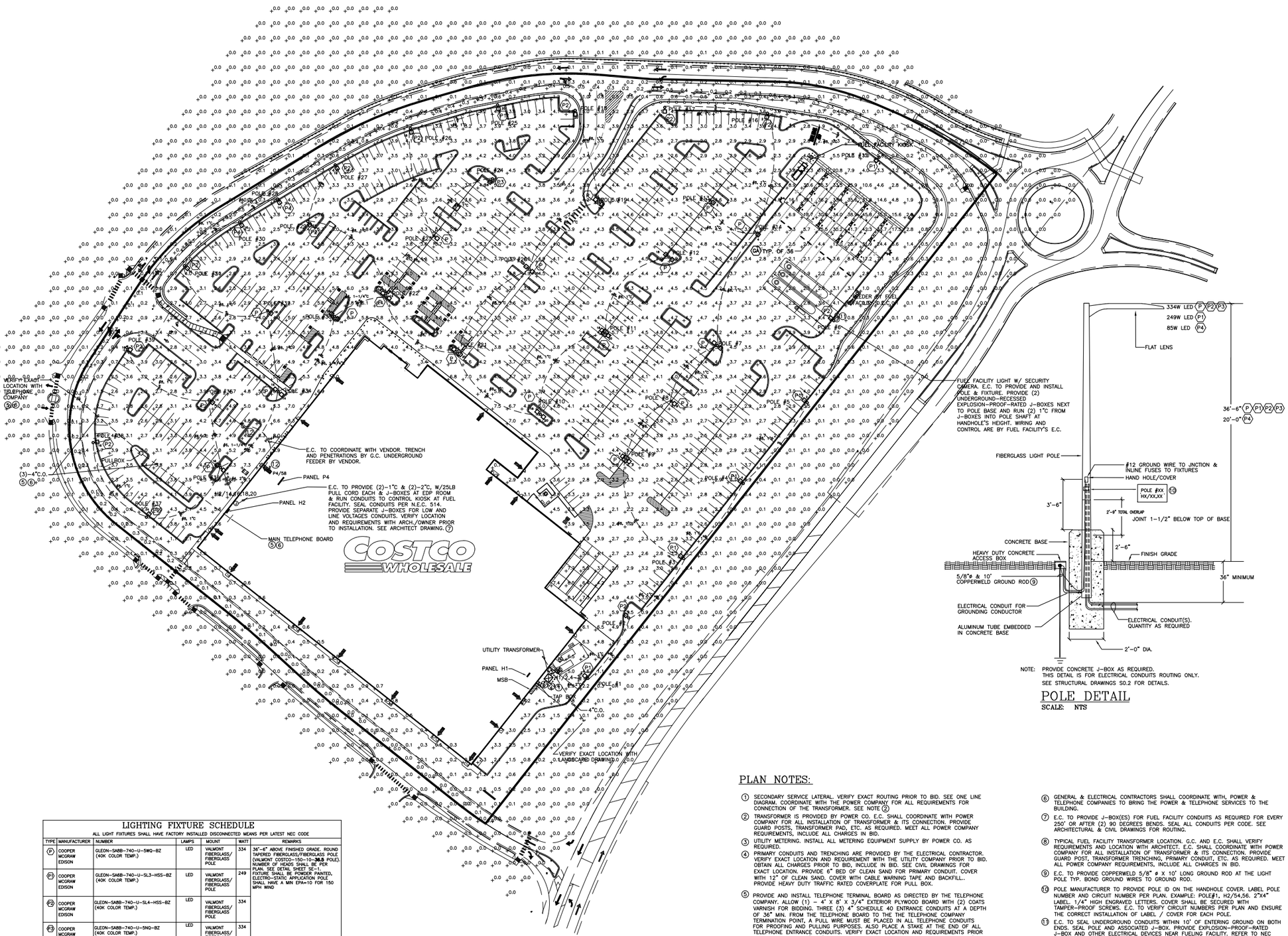



MG2

OCTOBER 5TH, 2021
19-5374-01
CHASKA, MN

# PROPERTY BOUNDARY

COSTCO WHOLESALE




## SITE PHOTOMETRIC PLAN

SCALE: 1" = 40'-0"

### LIGHTING FIXTURE SCHEDULE

ALL LIGHT FIXTURES SHALL HAVE FACTORY INSTALLED DISCONNECTED MEANS PER LATEST NEC CODE

| TYPE | MANUFACTURER | NUMBER | LAMPS | MOUNT | WATT | REMARKS |
|---|---|---|---|---|---|---|
| P | COOPER MCGRAW EDISON | GLEON-SA8B-740-U-SWQ-BZ (40K COLOR TEMP.) | LED | VALMONT FIBERGLASS/ FIBERGLASS POLE | 334 | 36'-6" ABOVE FINISHED GRADE. ROUND TAPERED FIBERGLASS/FIBERGLASS POLE (VALMONT COSTCO-150-10-36.5 POLE). NUMBER OF HEADS SHALL BE PER PLAN. SEE DETAIL SHEET SE-1. FIXTURE SHALL BE POWDER PAINTED, ELECTRO-STATIC APPLICATION POLE SHALL HAVE A MIN EPA=1.0 FOR 150 MPH WIND |
| P1 | COOPER MCGRAW EDISON | GLEON-SA6B-740-U-SL3-HSS-BZ (40K COLOR TEMP.) | LED | VALMONT FIBERGLASS/ FIBERGLASS POLE | 249 | |
| P2 | COOPER MCGRAW EDISON | GLEON-SA8B-740-U-SL4-HSS-BZ (40K COLOR TEMP.) | LED | VALMONT FIBERGLASS/ FIBERGLASS POLE | 334 | |
| P3 | COOPER MCGRAW EDISON | GLEON-SA8B-740-U-SNQ-BZ (40K COLOR TEMP.) | LED | VALMONT FIBERGLASS/ FIBERGLASS POLE | 334 | |
| P4 | COOPER MCGRAW EDISON | GLEON-SA2B-740-U-SL4-HSS-BZ (40K COLOR TEMP.) | LED | VALMONT FIBERGLASS/ FIBERGLASS POLE | 85 | 20'-0" ABOVE FINISHED GRADE. ROUND TAPERED FIBERGLASS/FIBERGLASS POLE (VALMONT COSTCO-150-10-20 POLE). NUMBER OF HEADS SHALL BE PER PLAN. SEE DETAIL SHEET SE-1. FIXTURE SHALL BE POWDER PAINTED, ELECTRO-STATIC APPLICATION POLE SHALL HAVE A MIN EPA=1.0 FOR 150 MPH WIND |




NOTE: PROVIDE CONCRETE J-BOX AS REQUIRED.
THIS DETAIL IS FOR ELECTRICAL CONDUITS ROUTING ONLY.
SEE STRUCTURAL DRAWINGS S0.2 FOR DETAILS.

## POLE DETAIL

SCALE: NTS

### PLAN NOTES:

1. SECONDARY SERVICE LATERAL. VERIFY EXACT ROUTING PRIOR TO BID. SEE ONE LINE DIAGRAM. COORDINATE WITH THE POWER COMPANY FOR ALL REQUIREMENTS FOR CONNECTION OF THE TRANSFORMER. SEE NOTE (2)
2. TRANSFORMER IS PROVIDED BY POWER CO. E.C. SHALL COORDINATE WITH POWER COMPANY FOR ALL INSTALLATION OF TRANSFORMER & ITS CONNECTION. PROVIDE GUARD POSTS, TRANSFORMER PAD, ETC. AS REQUIRED. MEET ALL POWER COMPANY REQUIREMENTS, INCLUDE ALL CHARGES IN BID.
3. UTILITY METERING. INSTALL ALL METERING EQUIPMENT SUPPLY BY POWER CO. AS REQUIRED.
4. PRIMARY CONDUITS AND TRENCHING ARE PROVIDED BY THE ELECTRICAL CONTRACTOR. VERIFY EXACT LOCATION AND REQUIREMENT WITH THE UTILITY COMPANY PRIOR TO BID. OBTAIN ALL CHARGES PRIOR TO BID, INCLUDE IN BID. SEE CIVIL DRAWINGS FOR EXACT LOCATION. PROVIDE 6" BED OF CLEAN SAND FOR PRIMARY CONDUIT. COVER WITH 12" OF CLEAN SAND. COVER WITH CABLE WARNING TAPE AND BACKFILL.. PROVIDE HEAVY DUTY TRAFFIC RATED COVERPLATE FOR PULL BOX.
5. PROVIDE AND INSTALL TELEPHONE TERMINAL BOARD AS DIRECTED BY THE TELEPHONE COMPANY. ALLOW (1) – 4' X 8' X 3/4" EXTERIOR PLYWOOD BOARD WITH (2) COATS VARNISH FOR BIDDING. THREE (3) 4" SCHEDULE 40 ENTRANCE CONDUITS AT A DEPTH OF 36" MIN. FROM THE TELEPHONE BOARD TO THE THE TELEPHONE COMPANY TERMINATION POINT, A PULL WIRE MUST BE PLACED IN ALL TELEPHONE CONDUITS FOR PROOFING AND PULLING PURPOSES. ALSO PLACE A STAKE AT THE END OF ALL TELEPHONE ENTRANCE CONDUITS. VERIFY EXACT LOCATION AND REQUIREMENTS PRIOR TO BID. SEE SHEET "E-4" FOR THE TELEPHONE BOARD LOCATION. PROVIDE A #6 COPPER GROUND WIRE FROM TELEPHONE BOARD TO BUILDING GROUNDING SYSTEM.
6. GENERAL & ELECTRICAL CONTRACTORS SHALL COORDINATE WITH, POWER & TELEPHONE COMPANIES TO BRING THE POWER & TELEPHONE SERVICES TO THE BUILDING.
7. E.C. TO PROVIDE J-BOX(ES) FOR FUEL FACILITY CONDUITS AS REQUIRED FOR EVERY 250' OR AFTER (2) 90 DEGREES BENDS. SEAL ALL CONDUITS PER CODE. SEE ARCHITECTURAL & CIVIL DRAWINGS FOR ROUTING.
8. TYPICAL FUEL FACILITY TRANSFORMER LOCATION. G.C. AND E.C. SHALL VERIFY REQUIREMENTS AND LOCATION WITH ARCHITECT. E.C. SHALL COORDINATE WITH POWER COMPANY FOR ALL INSTALLATION OF TRANSFORMER & ITS CONNECTION. PROVIDE GUARD POST, TRANSFORMER TRENCHING, PRIMARY CONDUIT, ETC. AS REQUIRED. MEET ALL POWER COMPANY REQUIREMENTS, INCLUDE ALL CHARGES IN BID.
9. E.C. TO PROVIDE COPPERWELD 5/8" ø X 10' LONG GROUND ROD AT THE LIGHT POLE TYP. BOND GROUND WIRES TO GROUND ROD.
10. POLE MANUFACTURER TO PROVIDE POLE ID ON THE HANDHOLE COVER. LABEL POLE NUMBER AND CIRCUIT NUMBER PER PLAN. EXAMPLE: POLE#1, H2/54,56. 2"x4" LABEL. 1/4" HIGH ENGRAVED LETTERS. COVER SHALL BE SECURED WITH TAMPER-PROOF SCREWS. E.C. TO VERIFY CIRCUIT NUMBERS PER PLAN AND ENSURE THE CORRECT INSTALLATION OF LABEL / COVER FOR EACH POLE.
11. E.C. TO SEAL UNDERGROUND CONDUITS WITHIN 10' OF ENTERING GROUND ON BOTH ENDS. SEAL POLE AND ASSOCIATED J-BOX. PROVIDE EXPLOSION-PROOF-RATED J-BOX AND OTHER ELECTRICAL DEVICES NEAR FUELING FACILITY. REFER TO NEC ARTICLE 514.
12. E.C. TO MAKE ALL FINAL CONNECTIONS FOR ALL NITROGEN DISPENSER.

QA RELEASE

| △ | DATE | DESCRIPTION |
|---|---|---|
| | 04/29/21 | ISSUED FOR QA |

PROJECT STATUS: ISSUED FOR BID

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T.E., INC.
220 N. RIVERSIDE DRIVE
SUITE 1200
ELGIN, IL 60123
PHONE: 425-970-7753
FAX: 425-970-7756
TE-ENGINEERING.COM

NEW WAREHOUSE
CHASKA, MN

COSTCO WHOLESALE

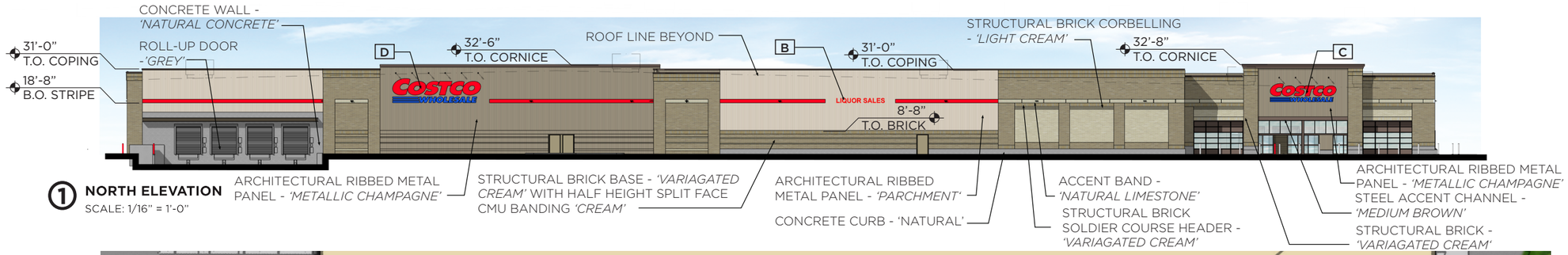
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PM: CLI
CHECKED BY: ANT
ISSUED: 04/29/21

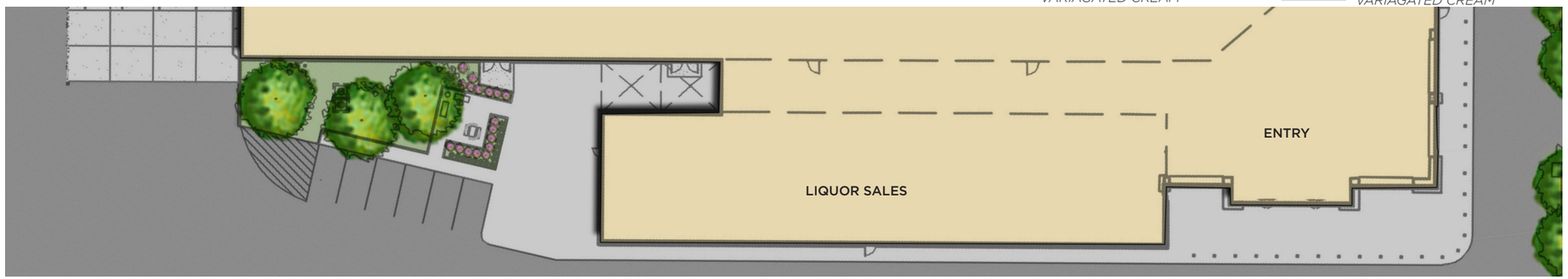
SITE LIGHTING PLAN

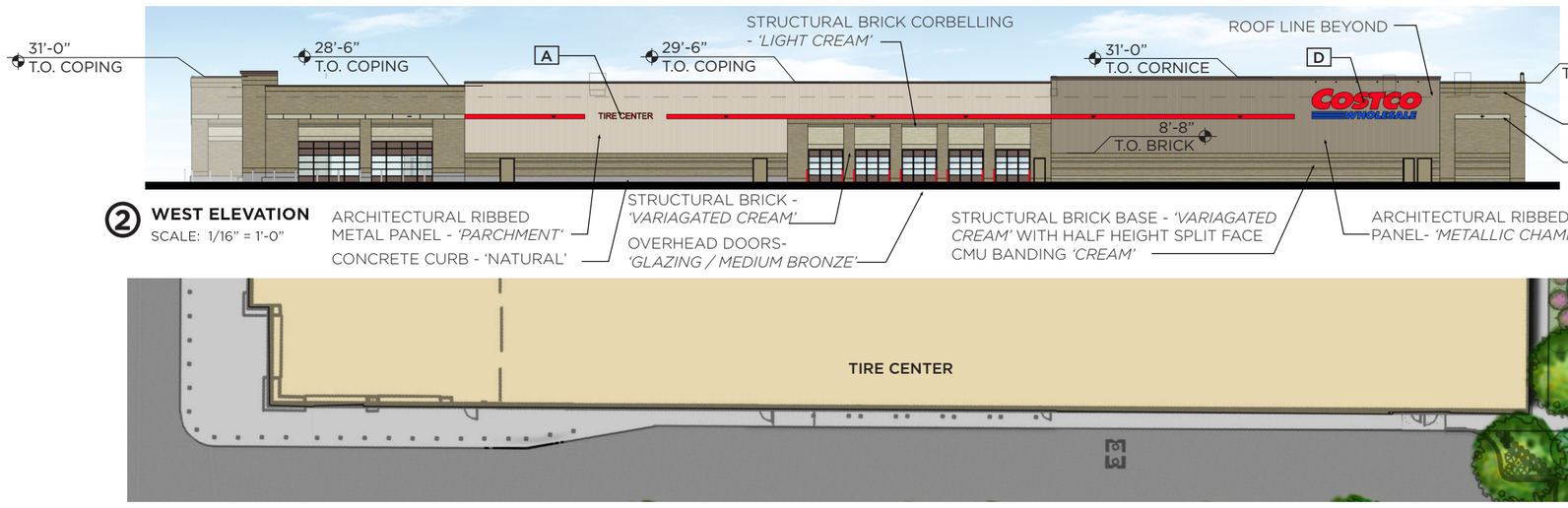
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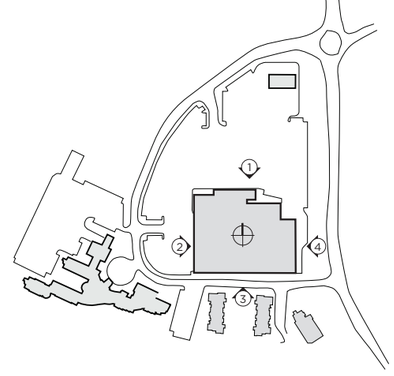

**1 NORTH ELEVATION**
SCALE: 1/16" = 1'-0"




**2 WEST ELEVATION**
SCALE: 1/16" = 1'-0"







**5 SIGNAGE DETAILS**

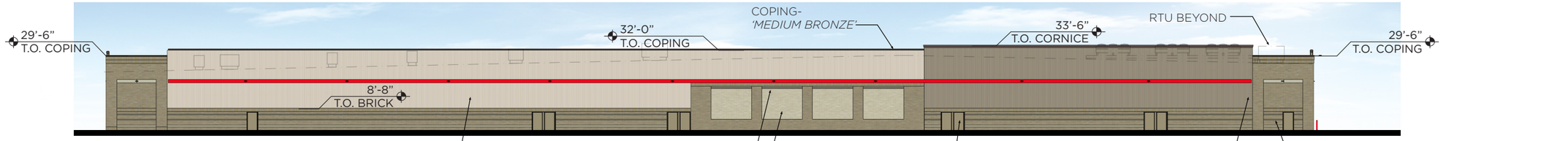
**SIGN TABLE**

| | QUANTITY | SIGN | SIZE | AREA (EACH) | TOTAL SF |
|---|---|---|---|---|---|
| A | 1 | TIRE CENTER | 17'-4" x 1'-9" | 31 SF | 31 SF |
| B | 1 | LIQUOR SALES | 18'-0" x 1'-9" | 35 SF | 35 SF |
| C | 1 | COSTCO WHOLESALE | 6'-7" X 24'-0" | 158 SF | 158 SF |
| D | 3 | COSTCO WHOLESALE | 8'-9" X 32'-0" | 280 SF | 840 SF |
| | | | | TOTAL SIGN AREA | 1,064 SF |

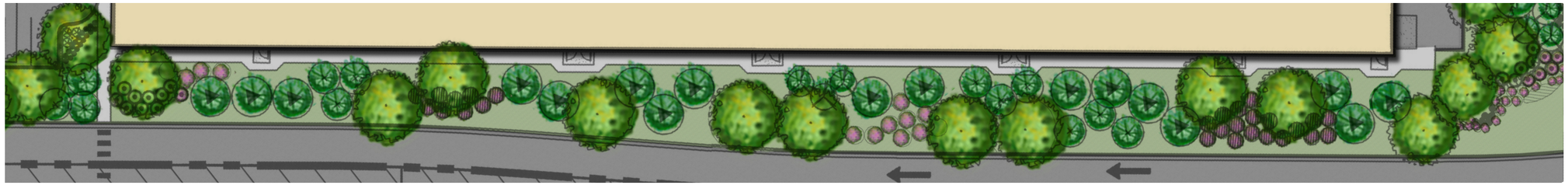
MG2

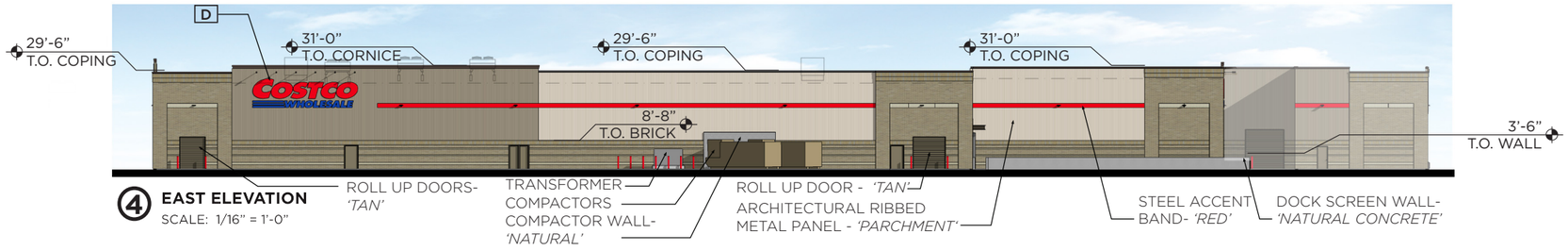
OCTOBER 5TH, 2021
PROJECT #19-5374-01
CHASKA, MN

# PRELIMINARY WAREHOUSE ELEVATIONS

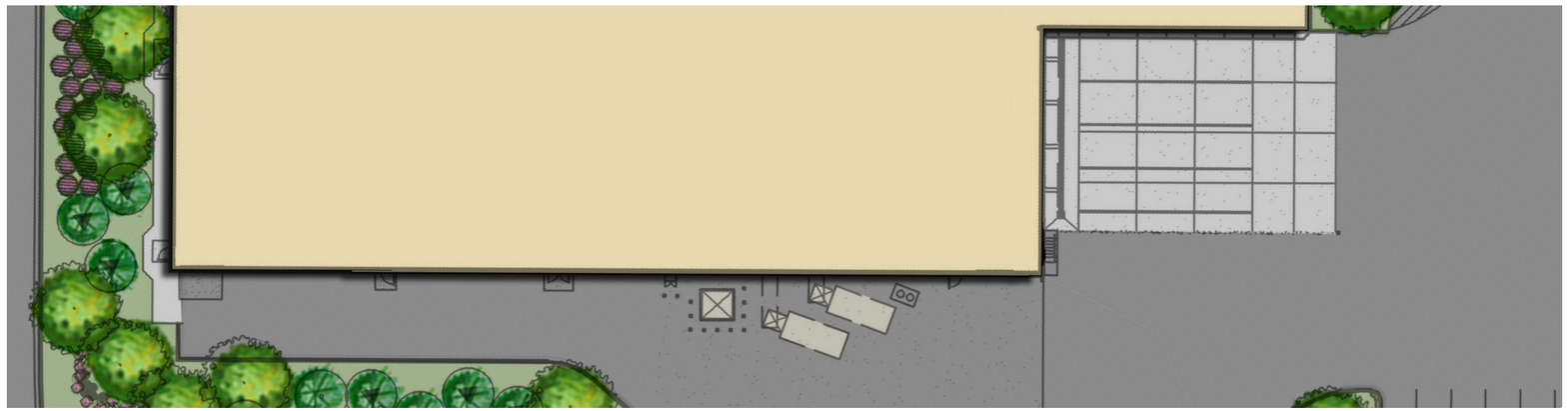


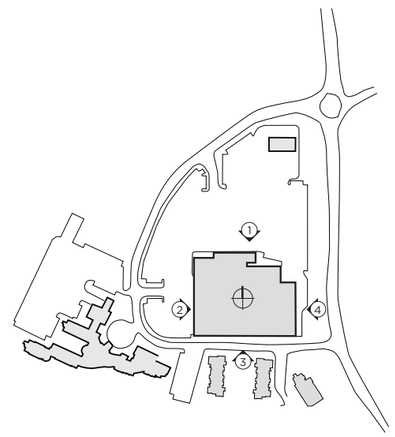

**③ SOUTH ELEVATION**
SCALE: 1/16" = 1'-0"






**④ EAST ELEVATION**
SCALE: 1/16" = 1'-0"






| North Elevation | | |
|---|---|---|
| MATERIAL | SQUARE FOOTAGE | PERCENTAGE |
| STRUCTURAL BRICK | 5869 | 42% |
| LIMESTONE | 194 | 1% |
| ARCHITECTURAL METAL PANEL | 6108 | 43% |
| CONCRETE | 1110 | 8% |
| GLASS | 800 | 6% |
| TOTAL | 14081 | 100% |

| West Elevation | | |
|---|---|---|
| MATERIAL | SQUARE FOOTAGE | PERCENTAGE |
| STRUCTURAL BRICK | 5031 | 44% |
| LIMESTONE | 132 | 1% |
| ARCHITECTURAL METAL PANEL | 5100 | 44% |
| CONCRETE | 204 | 2% |
| GLASS | 998 | 9% |
| TOTAL | 11465 | 100% |

| South Elevation | | |
|---|---|---|
| MATERIAL | SQUARE FOOTAGE | PERCENTAGE |
| STRUCTURAL BRICK | 5717 | 39% |
| LIMESTONE | 41 | 0% |
| ARCHITECTURAL METAL PANEL | 8981 | 61% |
| CONCRETE | 0 | 0% |
| GLASS | 0 | 0% |
| TOTAL | 14739 | 100% |

| East Elevation | | |
|---|---|---|
| MATERIAL | SQUARE FOOTAGE | PERCENTAGE |
| STRUCTURAL BRICK | 4808 | 43% |
| LIMESTONE | 72 | 1% |
| ARCHITECTURAL METAL PANEL | 6080 | 54% |
| CONCRETE | 207 | 2% |
| GLASS | 0 | 0% |
| TOTAL | 11167 | 100% |

| Totals | | | | | |
|---|---|---|---|---|---|
| MATERIAL | SQUARE FOOTAGE | PERCENTAGE | CLASS 1 | CLASS 2 | CLASS 3 |
| STRUCTURAL BRICK | 21425 | 42% | | • | |
| LIMESTONE | 439 | 1% | • | | |
| ARCHITECTURAL METAL PANEL | 26269 | 51% | | • | |
| CONCRETE | 1521 | 3% | | | • |
| GLASS | 1798 | 3% | • | | |
| TOTAL | 51452 | 100% | 4.3% | 92.7% | 3.0% |

**⑥ MATERIAL CALCULATIONS**
SCALE: NTS

MG2

OCTOBER 5TH, 2021
PROJECT #19-5374-01
CHASKA, MN

# PRELIMINARY WAREHOUSE ELEVATIONS

COSTCO WHOLESALE




MG2

OCTOBER 5TH, 2021
PROJECT #19-5374-01
CHASKA, MN

# ENTRY CANOPY PERSPECTIVE

COSTCO WHOLESALE




MG2

OCTOBER 5TH, 2021
PROJECT #19-5374-01
CHASKA, MN

# NORTHEAST PERSPECTIVE

COSTCO WHOLESALE




OCTOBER 5TH, 2021
PROJECT #19-5374-01
CHASKA, MN

# SOUTHWEST PERSPECTIVE






SOLDIER COURSE

COLUMNS / PILASTERS

INSET FIELD

CORBELING

COLUMNS




CURLING CENTER




CITY HALL

TEXTURED BANDING

INSET FIELD






OAK RIDGE CONFERENCE CENTER

LIMESTONE HEADER

BASE DETAILING

MG2

OCTOBER 5TH, 2021
PROJECT #19-5374-01
CHASKA, MN

# CONTEXT / DETAILING

COSTCO WHOLESALE




① CANOPY AND DISPENSER ELEVATION (NORTH/SOUTH)
SCALE: 1/4" = 1'-0"



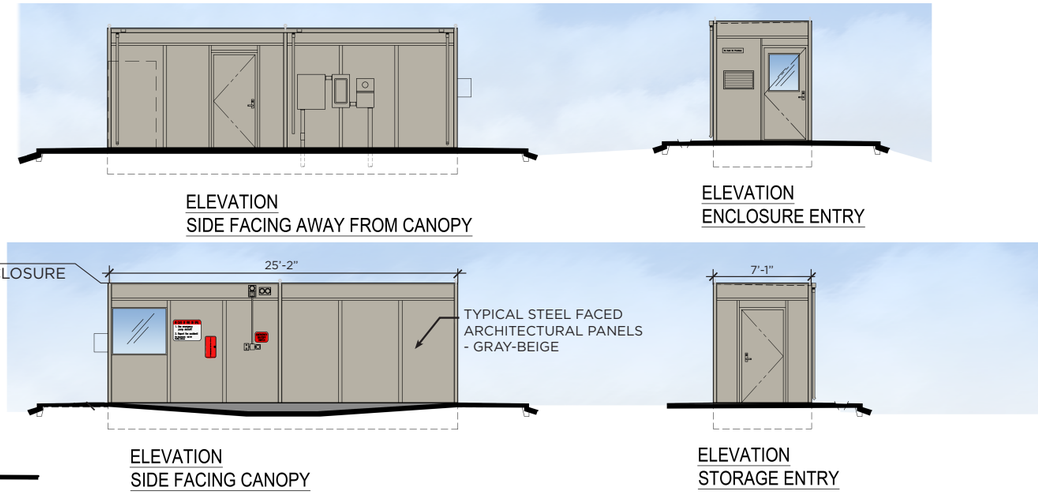

② CANOPY AND DISPENSER ELEVATION (EAST/WEST)
SCALE: 1/4" = 1'-0"



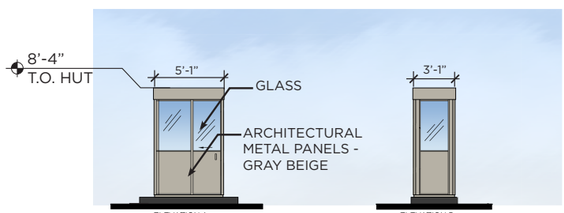

④ CANOPY SIGN
SCALE:NTS

**SIGN TABLE**

| *SIGN* | *SIZE* | *AREA (EACH)* | *TOTAL SF* |
|---|---|---|---|
| COSTCO WHOLESALE | 2'-6" x 8'-7" | 21 SF | 84 SF |
| | | TOTAL SIGN AREA | 84 SF |




④ CONTROLLER ENCLOSURE EXTERIOR ELEVATIONS
SCALE:1/4" = 1'-0"




⑤ WARMING HUT ELEVATIONS
SCALE: 1/4" = 1'-0"

MG2

OCTOBER 5TH, 2021
PROJECT #19-5374-01
CHASKA, MN

# PRELIMINARY FUEL ELEVATIONS

COSTCO WHOLESALE

## SHEET INDEX


| SHEET NO. | SHEET NAME |
|---|---|
| ASK.1 | COVER SHEET |
| ASK.2 | CONTEMPORARY SCHEME - FRONT & REAR ELEVATIONS |
| ASK.3 | CONTEMPORARY SCHEME - SIDE ELEVATIONS |
| ASK.4 | CRAFTSMAN SCHEME - FRONT & REAR ELEVATIONS |
| ASK.5 | CRAFTSMAN SCHEME - SIDE ELEVATIONS |
| ASK.6 | RANCH SCHEME - FRONT & REAR ELEVATIONS |
| ASK.7 | RANCH SCHEME - SIDE ELEVATIONS |
| ASK.8 | PRAIRIE SCHEME - FRONT & REAR ELEVATIONS |
| ASK.9 | PRAIRIE SCHEME - SIDE ELEVATIONS |


### CONTEMPORARY BUILDING STYLE



MASONRY: CHASKA BRICK

**ENTRANCE DOOR**
SHERWIN WILLIAMS: SLATE TILE (SW 7624)

**OVERHEAD DOOR**
SHERWIN WILLIAMS: EXTRA WHITE (SW 7006)

**TRIM COLOR**
SHERWIN WILLIAMS: EXTRA WHITE (SW 7006)
JAMESHARDIE: ARCTIC WHITE

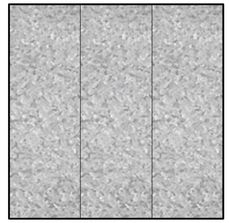
**SIDING 3: FLAT PANEL**
SHERWIN WILLIAMS: DORIAN GRAY (SW 7017)
JAMESHARDIE: PEARL GRAY

**SIDING 2: BOARD & BATTON**
SHERWIN WILLIAMS: CLASSIC FRENCH GRAY (SW 0077)
JAMESHARDIE: GRAY SLATE

**SIDING 1: LAP SIDING**
SHERWIN WILLIAMS: SLATE TILE (SW 7624)
JAMESHARDIE: EVENING BLUE

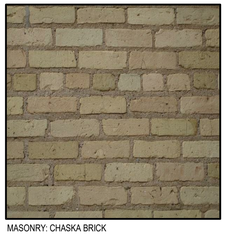


**SHINGLE 1: TAMKO**
WEATHERD WOOD



**METAL ROOF 1: PAC CLAD**
GALVALUME

### CRAFTSMAN BUILDING STYLE



MASONRY: CHASKA BRICK

**ENTRANCE DOOR**
SHERWIN WILLIAMS: CARRIAGE DOOR (SW 7594)

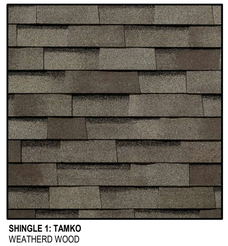
**OVERHEAD DOOR**
SHERWIN WILLIAMS: ROYCROFT BRONZE GREEN (SW 2846)
JAMESHARDIE: AUTUMN TAN

**TRIM COLOR**
SHERWIN WILLIAMS: ROYCROFT BRONZE GREEN (SW 2846)
JAMESHARDIE: AUTUMN TAN

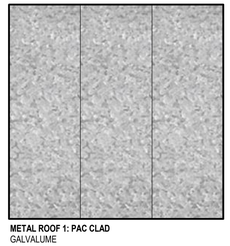
**SIDING 3: FLAT PANEL**
SHERWIN WILLIAMS: EXTRA WHITE (SW 7006)
JAMESHARDIE: ARCTIC WHITE

**SIDING 2: BOARD & BATTON**
SHERWIN WILLIAMS: EXTRA WHITE (SW 7006) &
DORIAN GRAY (SW 7017)
JAMESHARDIE: PEARL GRAY &
ARCTIC WHITE

**SIDING 3: LAP SIDING**
SHERWIN WILLIAMS: ROYCROFT BRONZE GREEN (SW 2846)
JAMESHARDIE: AUTUMN TAN



**SHINGLE 1: TAMKO**
WEATHERD WOOD



**METAL ROOF 1: PAC CLAD**
GALVALUME

### RANCH BUILDING STYLE



MASONRY: CHASKA BRICK

**ENTRANCE DOOR**
SHERWIN WILLIAMS: WOOL SKEIN (SW 6148)

**OVERHEAD DOOR**
SHERWIN WILLIAMS: BASKET BEIGE (SW 6143)

**TRIM COLOR**
SHERWIN WILLIAMS: WOOL SKEIN (SW 6148)
JAMESHARDIE: COBBLESTONE

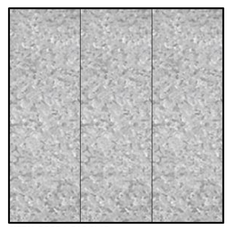
**SIDING 3: FLAT PANEL**
SHERWIN WILLIAMS: BASKET BEIGE (SW 6143)
JAMESHARDIE: MONTEREY TAUPE

**SIDING 3: BOARD & BATTON**
SHERWIN WILLIAMS: ROYCROFT BRONZE GREEN (SW 2846)
JAMESHARDIE: AUTUMN TAN

**SIDING 1: LAP SIDING**
SHERWIN WILLIAMS: BASKET BEIGE (SW 6143)
JAMESHARDIE: MANTERY TAUPE

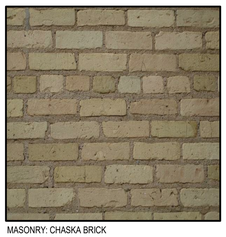


**SHINGLE 1: TAMKO**
WEATHERD WOOD



**METAL ROOF 1: PAC CLAD**
GALVALUME

### PRAIRE BUILDING STYLE



MASONRY: CHASKA BRICK

**ENTRANCE DOOR**
SHERWIN WILLIAMS: COPPER MOUNTAIN (SW 7356)

**OVERHEAD DOOR**
SHERWIN WILLIAMS: ROYCROFT BRONZE GREEN (SW 2846)

**TRIM COLOR**
SHERWIN WILLIAMS: WOOL SKEIN (SW 6148)
JAMESHARDIE: COBBLESTONE

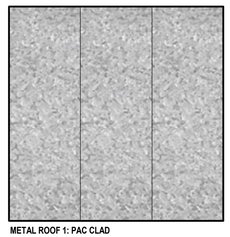
**SIDING 3: FLAT PANEL**
SHERWIN WILLIAMS: ROYCROFT BRONZE GREEN (SW 2846)
JAMESHARDIE: AUTUMN TAN

**SIDING 2: BOARD & BATTON**
SHERWIN WILLIAMS: DOWNING STONE (SW 2821)
JAMESHARDIE: HERB GARDEN

**SIDING 1: LAP SIDING**
SHERWIN WILLIAMS: DOWNING STONE (SW 2821)
JAMESHARDIE: HERB GARDEN



**SHINGLE 1: TAMKO**
WEATHERD WOOD



**METAL ROOF 1: PAC CLAD**
GALVALUME

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**CONTINENTAL PROPERTIES**
**SPRINGS AT McKNIGHT LAKE**

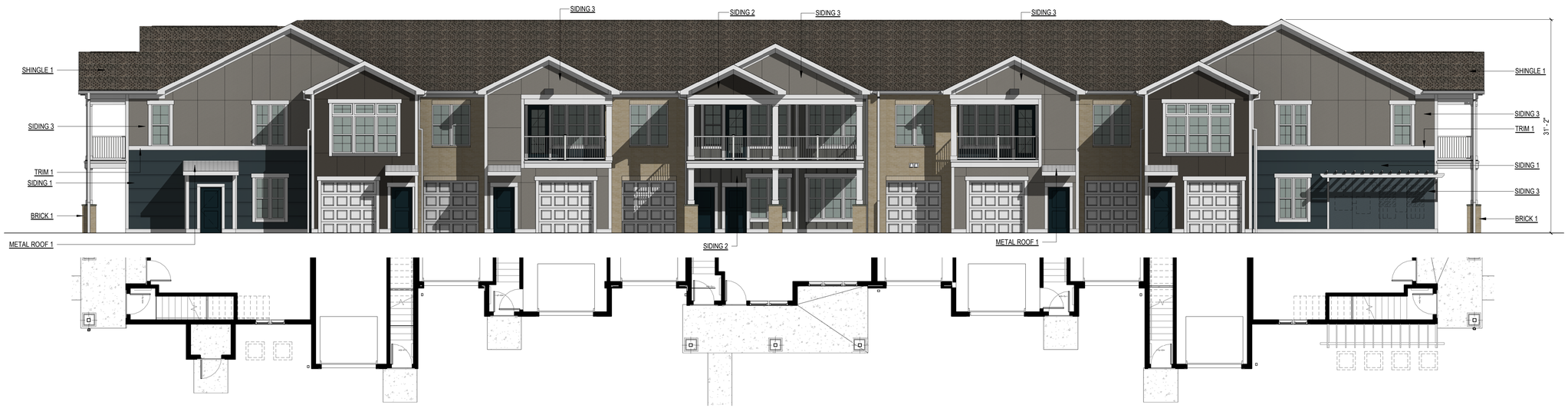
# COVER SHEET

ASK.1 | 10/01/2021

CONTINENTAL PROPERTIES




2 REAR ELEVATION
1/8" = 1'-0"




1 FRONT ELEVATION
1/8" = 1'-0"

# CONTEMPORARY SCHEME - FRONT & REAR ELEVATIONS

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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.2 | 10/01/2021

CONTINENTAL PROPERTIES




2 LEFT ELEVATION - PRESENTATION
1/8" = 1'-0"




1 RIGHT ELEVATION - PRESENTATION
1/8" = 1'-0"

# CONTEMPORARY SCHEME - SIDE ELEVATIONS

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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.3 | 10/01/2021

CONTINENTAL PROPERTIES




2 REAR ELEVATION
1/8" = 1'-0"




1 FRONT ELEVATION
1/8" = 1'-0"

# CRAFTSMAN SCHEME - FRONT & REAR ELEVATIONS

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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.4 | 10/01/2021

CONTINENTAL PROPERTIES




2 LEFT ELEVATION
1/8" = 1'-0"




1 RIGHT ELEVATION
1/8" = 1'-0"

# CRAFTSMAN SCHEME - SIDE ELEVATIONS

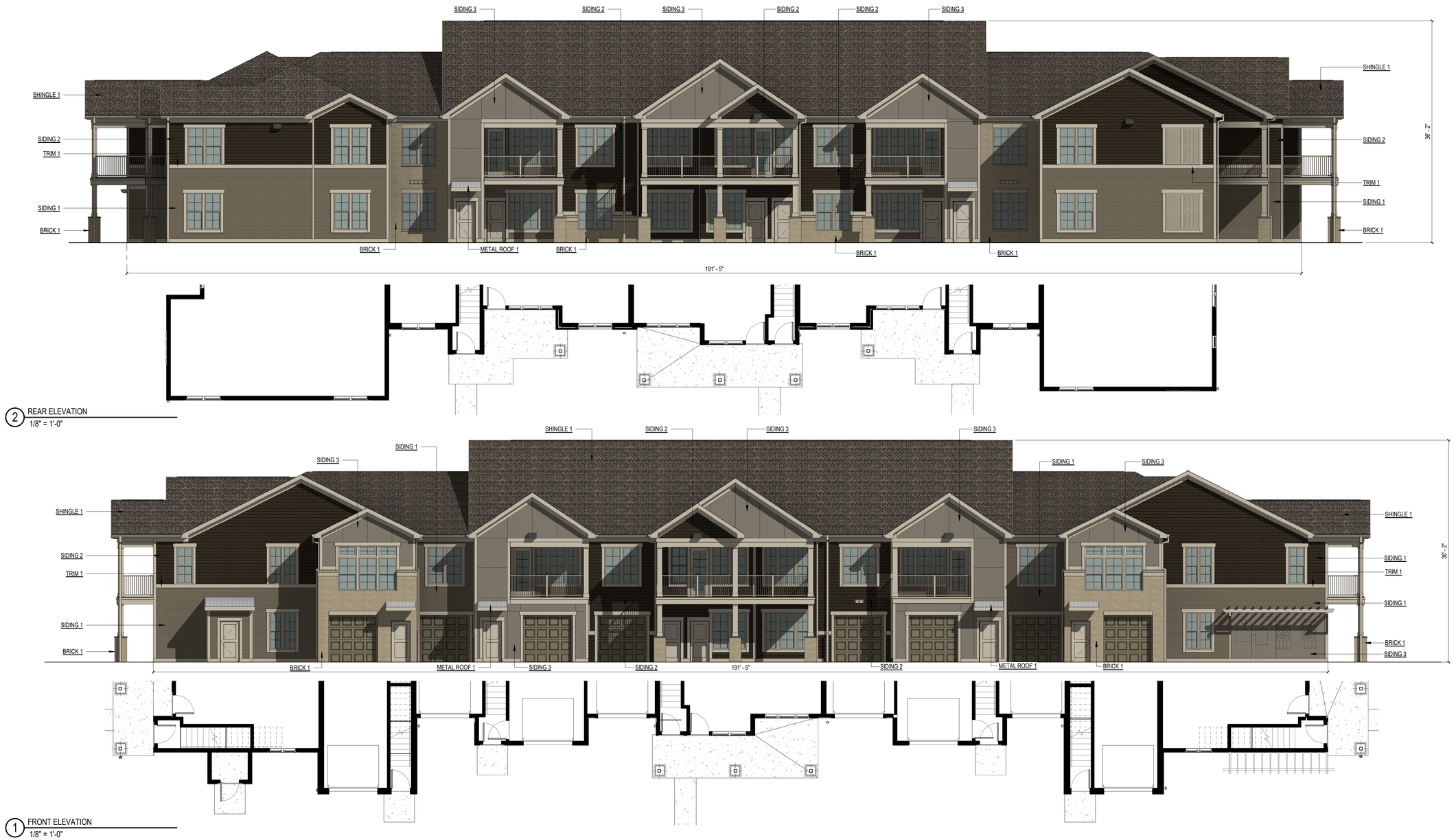
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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.5 | 10/01/2021

CONTINENTAL PROPERTIES




2 REAR ELEVATION
1/8" = 1'-0"

1 FRONT ELEVATION
1/8" = 1'-0"

# RANCH SCHEME - FRONT & REAR ELEVATIONS

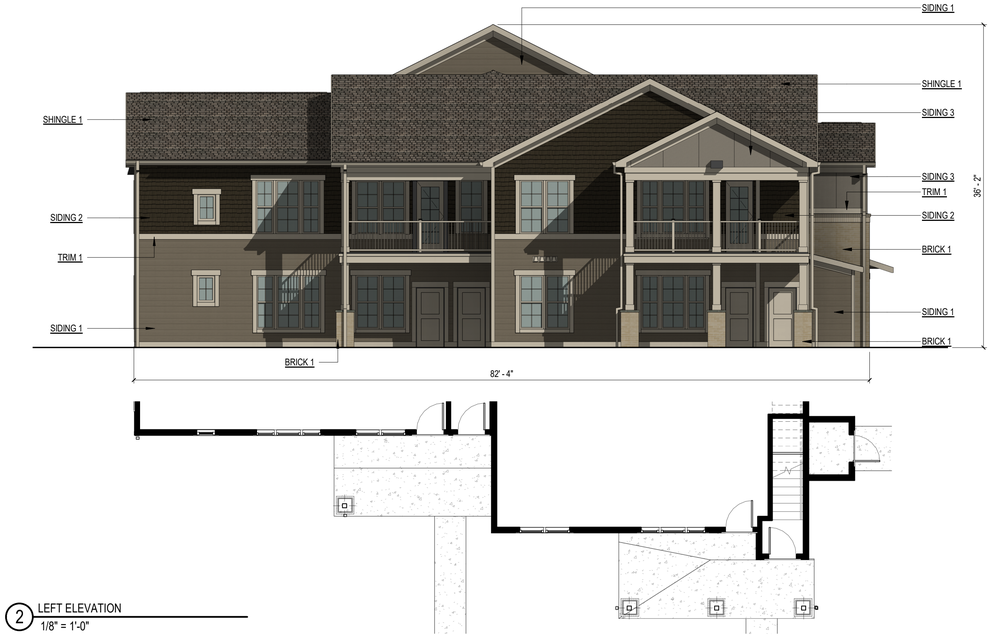
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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.6 | 10/01/2021

CONTINENTAL PROPERTIES




2 LEFT ELEVATION
1/8" = 1'-0"




1 RIGHT ELEVATION
1/8" = 1'-0"

# RANCH SCHEME - SIDE ELEVATIONS

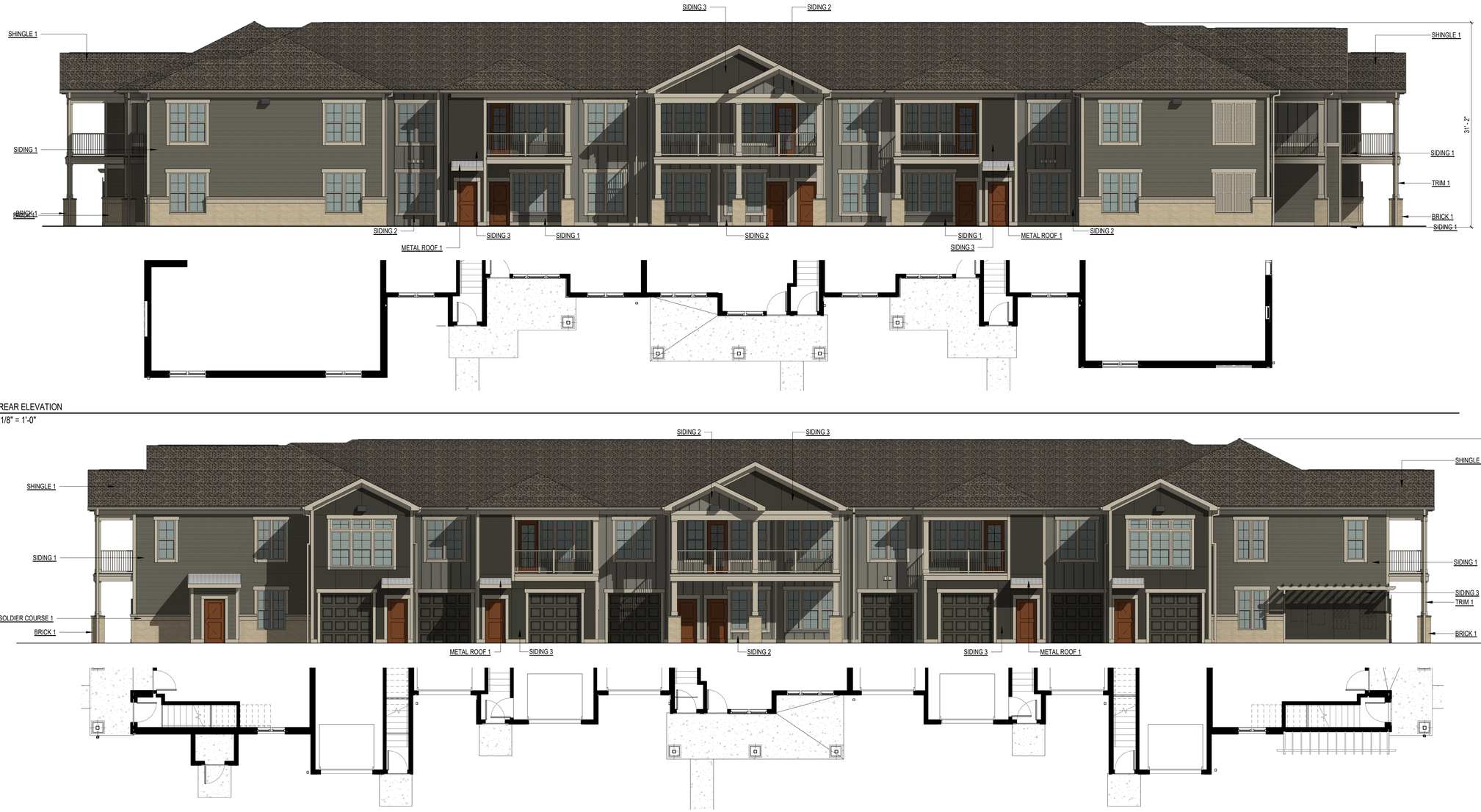
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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.7 | 10/01/2021

CONTINENTAL PROPERTIES




2 REAR ELEVATION
1/8" = 1'-0"

1 FRONT ELEVATION
1/8" = 1'-0"

# PRAIRIE SCHEME - FRONT & REAR ELEVATIONS

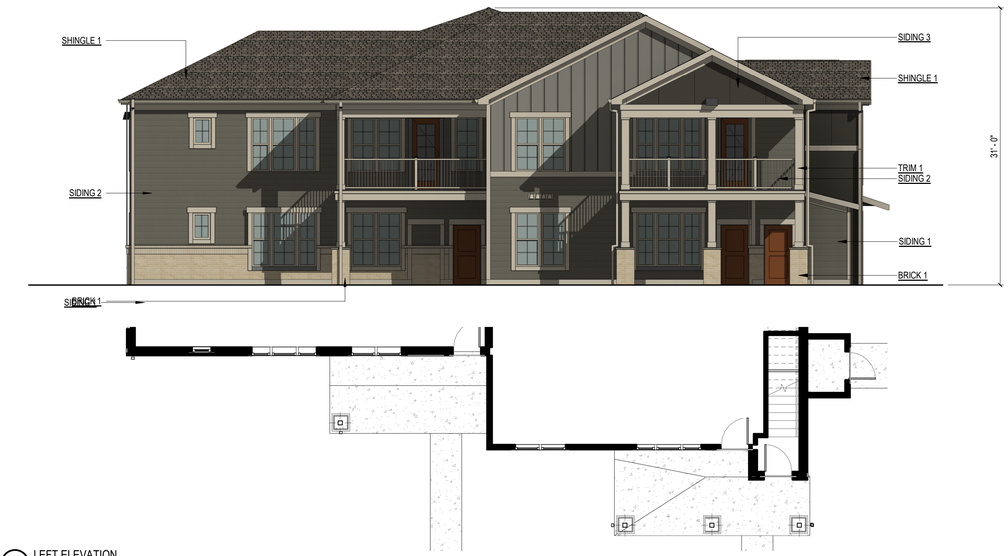
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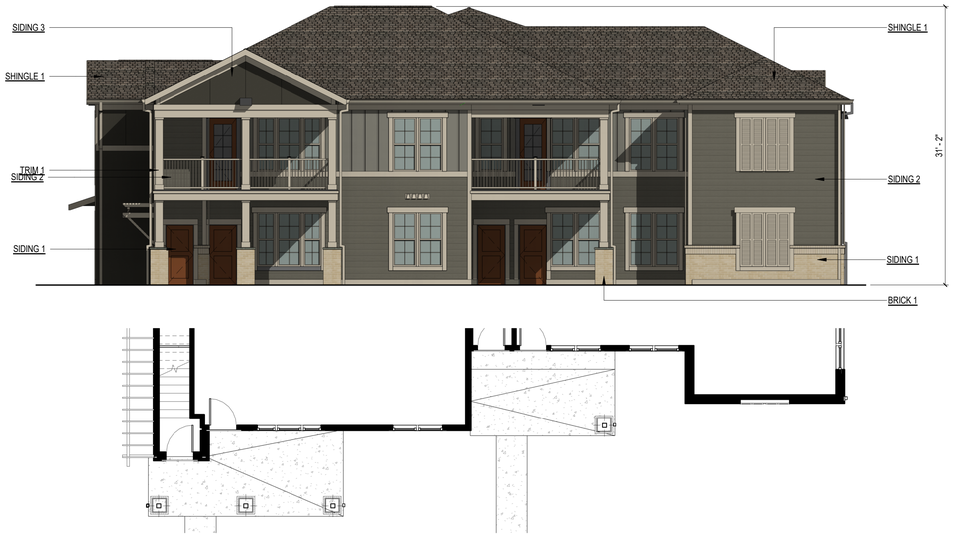
CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.8 | 10/01/2021

CONTINENTAL PROPERTIES




2 LEFT ELEVATION
1/8" = 1'-0"




1 RIGHT ELEVATION
1/8" = 1'-0"

# PRAIRIE SCHEME - SIDE ELEVATIONS

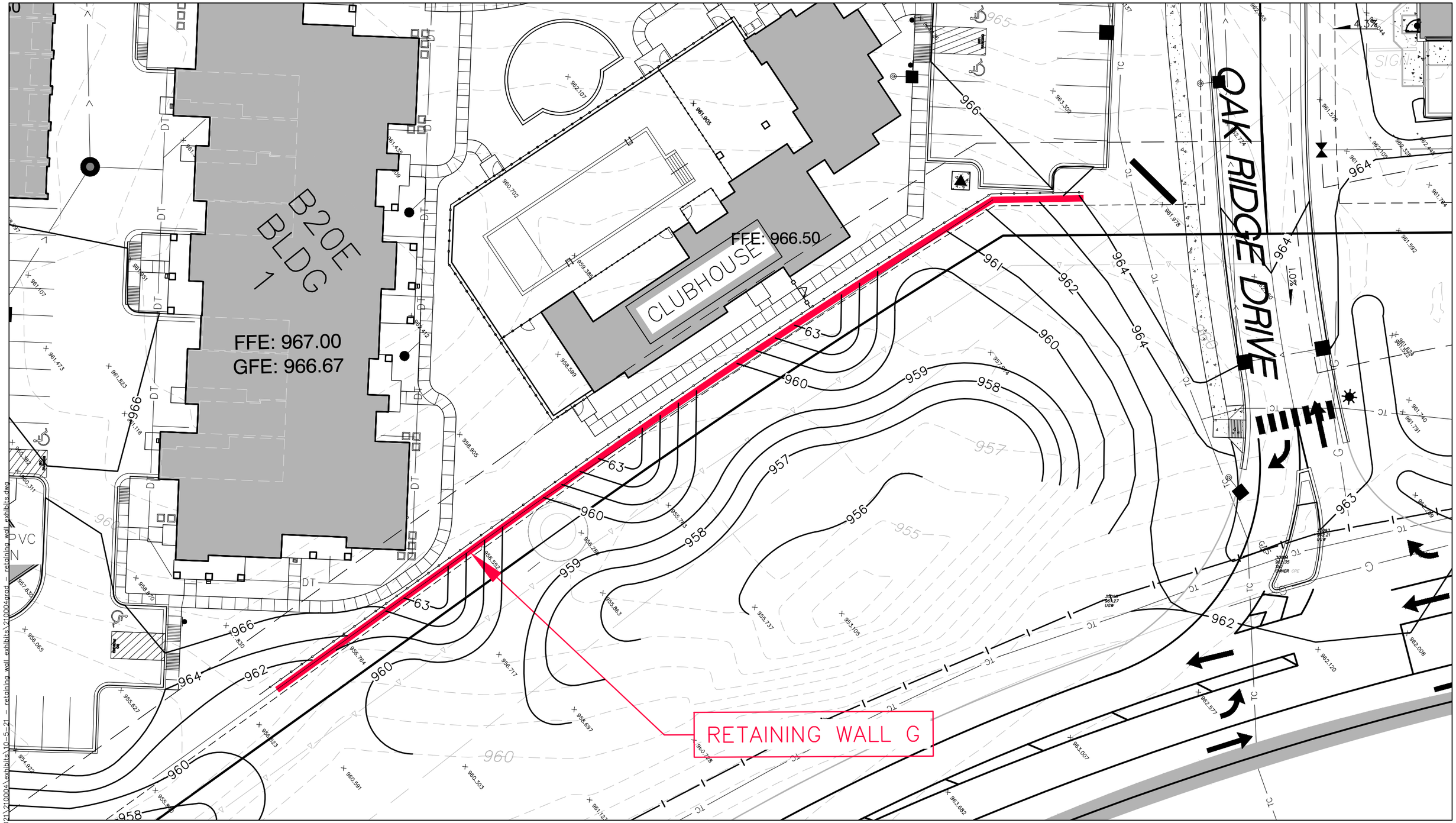
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CONTINENTAL PROPERTIES
SPRINGS AT McKNIGHT LAKE

ASK.9 | 10/01/2021

CONTINENTAL PROPERTIES




# RETAINING WALL EXHIBIT - WALL G

CHASKA, MN

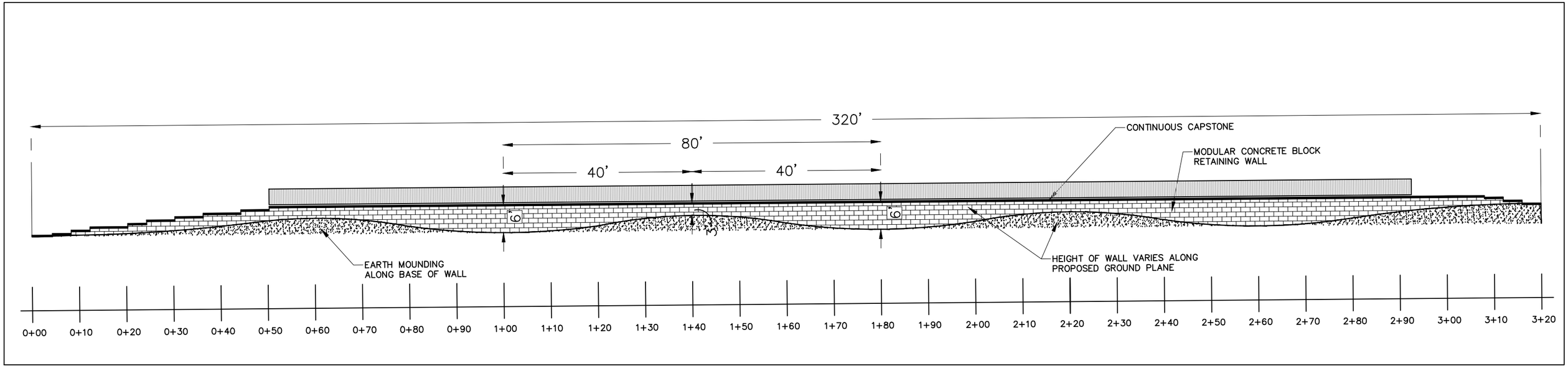
10-7-21

SCALE 0 15' 30' 60' IN FEET

ALLIANT ENGINEERING

SK-1

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# RETAINING WALL EXHIBIT - WALL SECTION G

**CHASKA, MN**

0 5' 10' 20'
SCALE IN FEET

ALLIANT ENGINEERING

**SK-1a**

EXISTING CONVENTION CENTER

RETAINING WALL J

B20E BLDG 5

COSTCO

# RETAINING WALL EXHIBIT - WALL SECTION J

CHASKA, MN

10-7-21

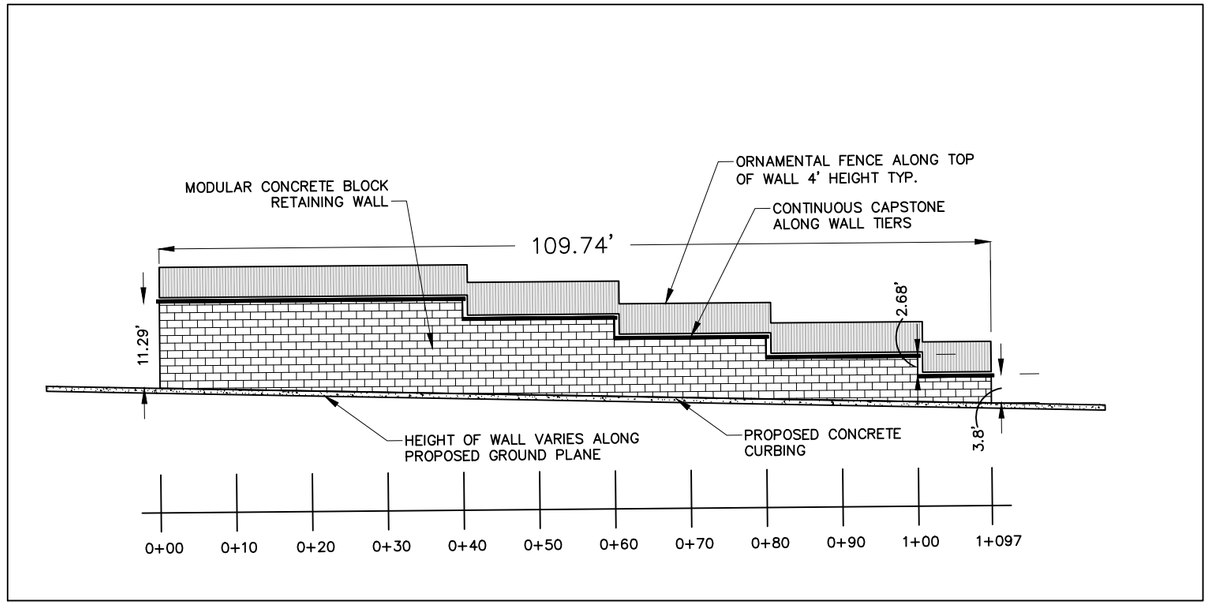
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ALLIANT ENGINEERING

SK-2



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# RETAINING WALL EXHIBIT - WALL ELEVATION J

**CHASKA, MN**

10-7-21

0 5' 10' 20'
SCALE IN FEET

ALLIANT ENGINEERING

**SK-2a**

RETAINING WALL K
RETAINING WALL I
OAK RIDGE DRIVE
RETAINING WALL K
RETAINING WALL I
RETAINING WALL K
RETAINING WALL H
RETAINING WALL K
RETAINING WALL L
RETAINING WALL K
RETAINING WALL H
RETAINING WALL L
BIG WOODS LAKE
21" R.C.P.
10' SIDE PARKING SETBACK
50' SIDE BUILDING SETBACK
150' SIDE BUILDING SETBACK (FROM TH 41 CENTERLINE)
GRADE BREAK
COSTCO WHOLESALE
164,545 S.F.
FFE = 966.00
SIGNED BY CHASKA
30474030 CHASKA

# RETAINING WALL EXHIBIT - WALL SECTION K

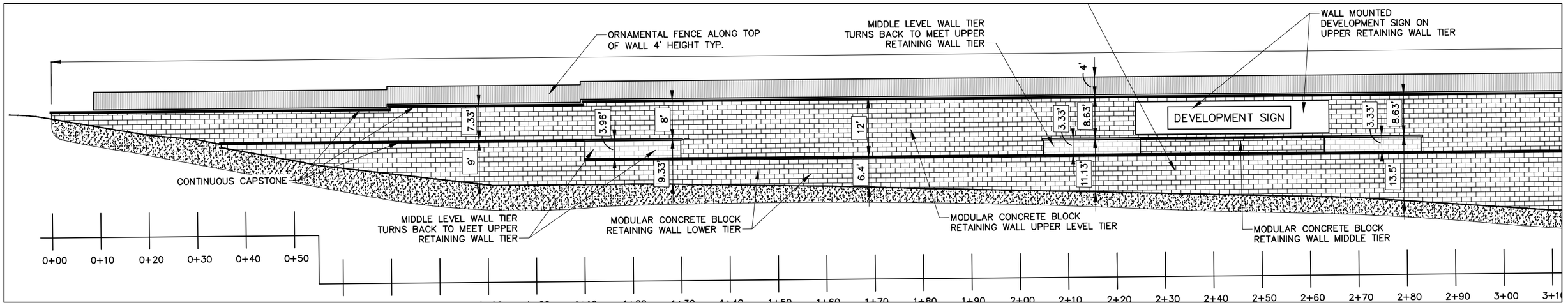
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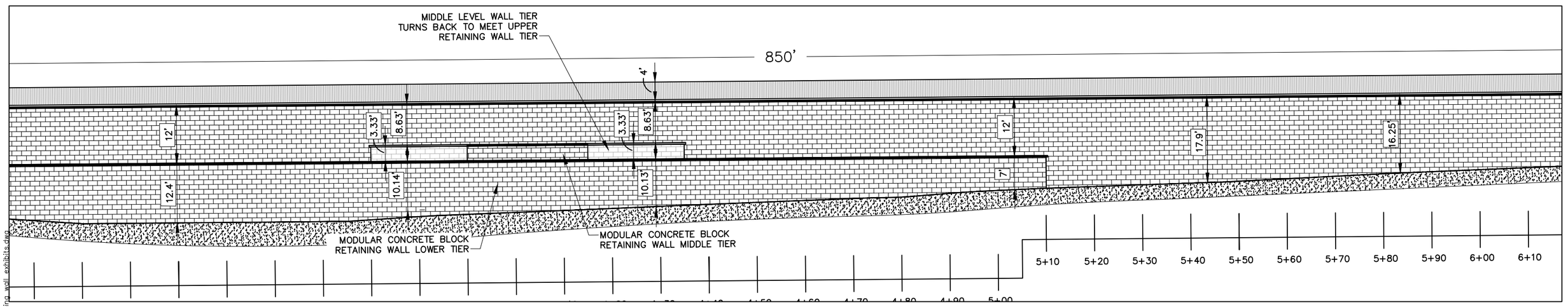
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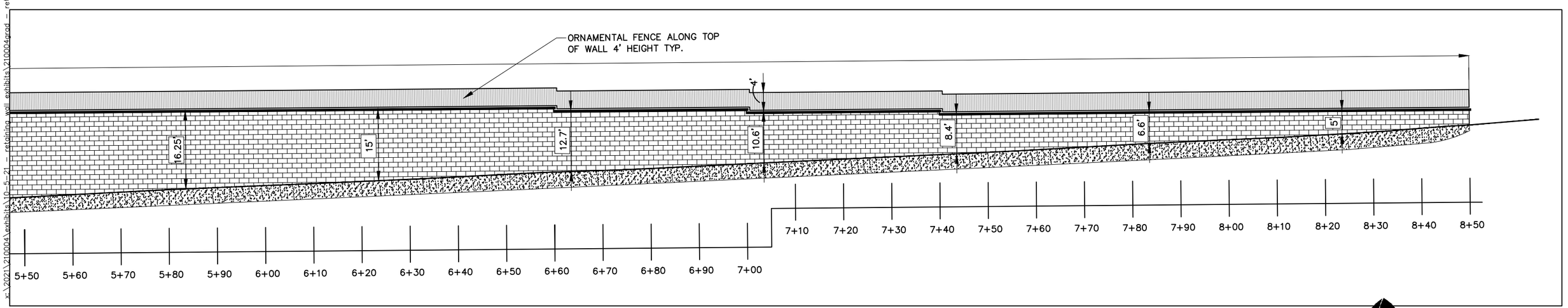
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SCALE IN FEET

ALLIANT ENGINEERING

SK-3




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# RETAINING WALL EXHIBIT - WALL ELEVATION H

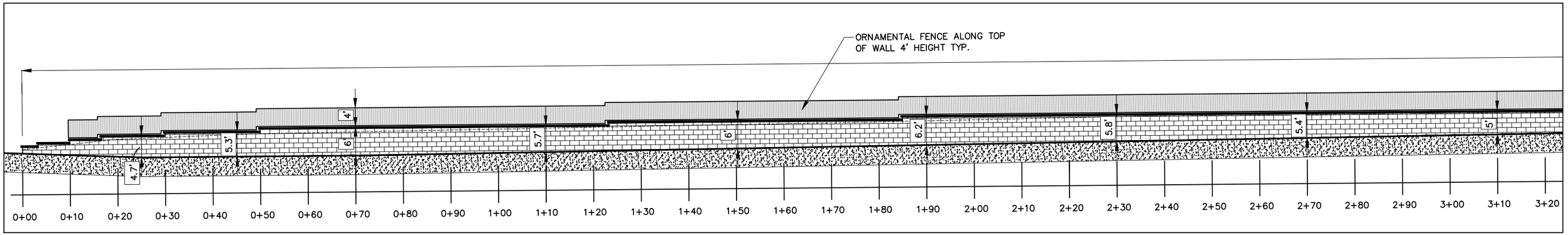
**CHASKA, MN**

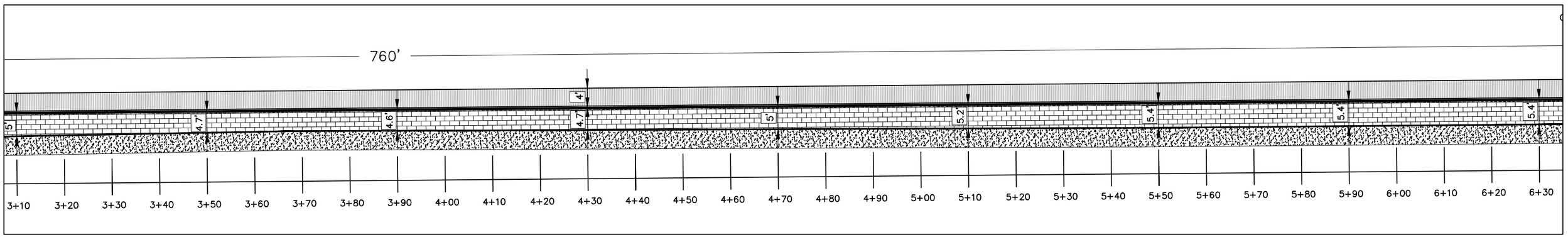
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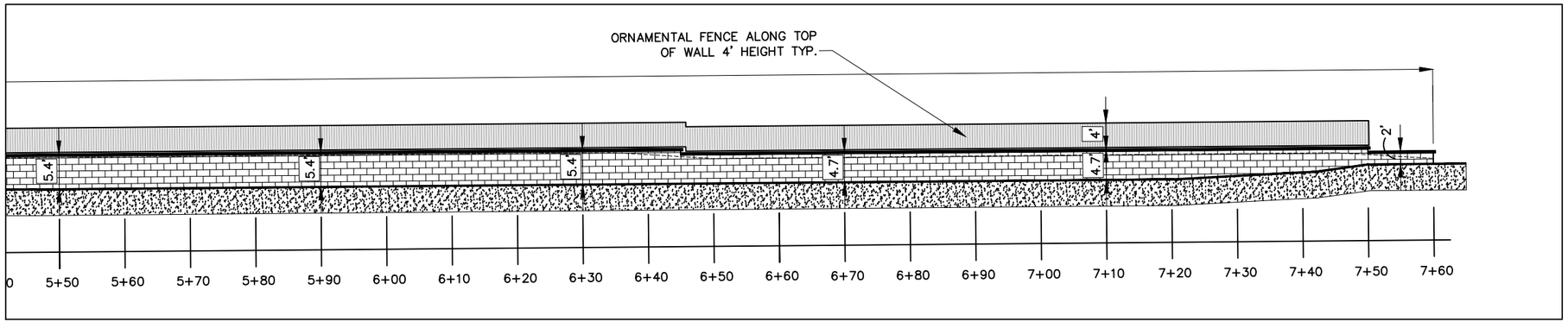
0 5' 10' 20'
SCALE IN FEET

ALLIANT ENGINEERING

**SK-4**




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# RETAINING WALL EXHIBIT - WALL ELEVATION I

**CHASKA, MN**

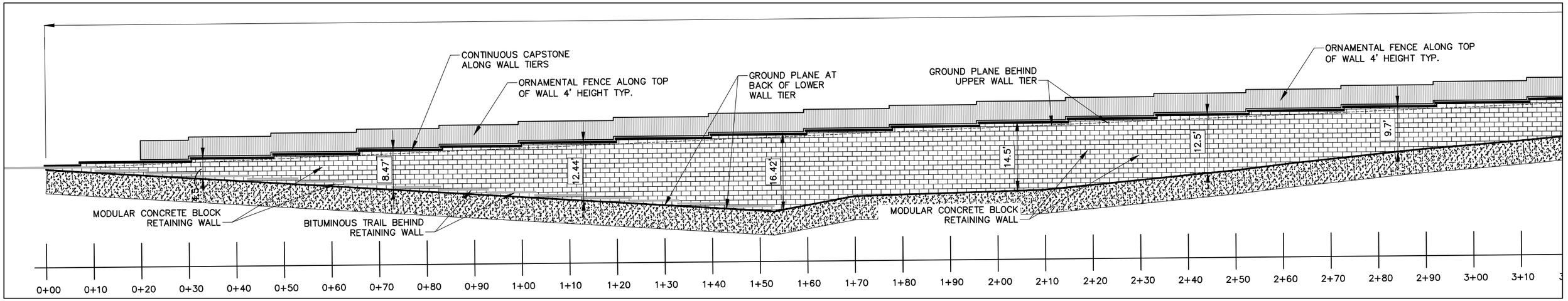


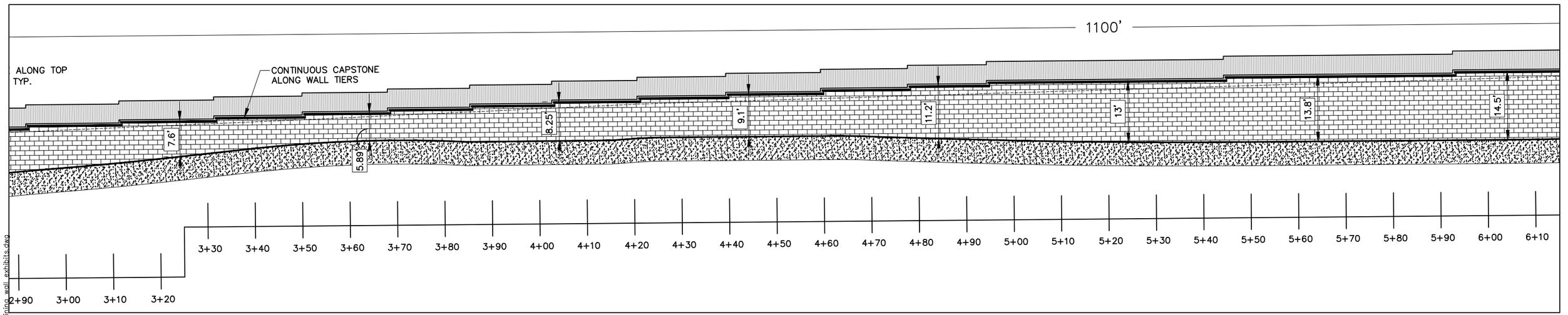
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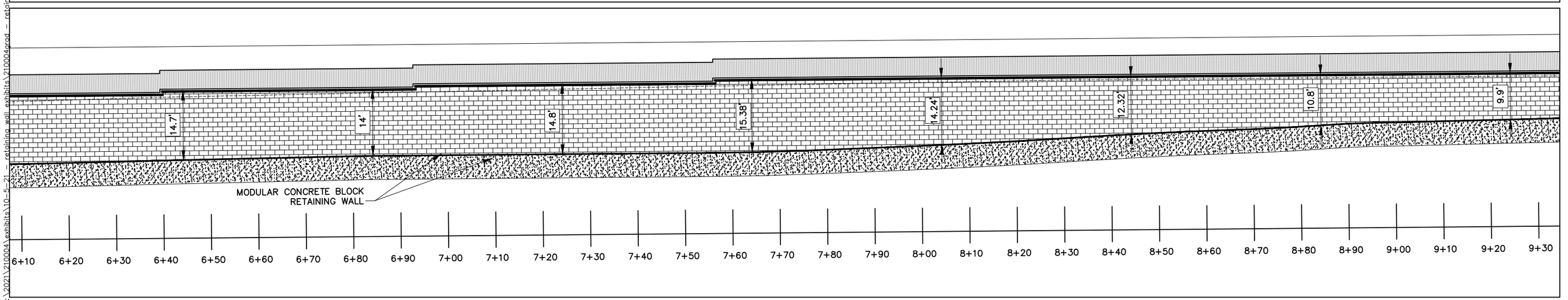
SCALE 0 5' 10' 20' IN FEET

ALLIANT ENGINEERING

**SK-5**




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# RETAINING WALL EXHIBIT - WALL ELEVATION K - 1

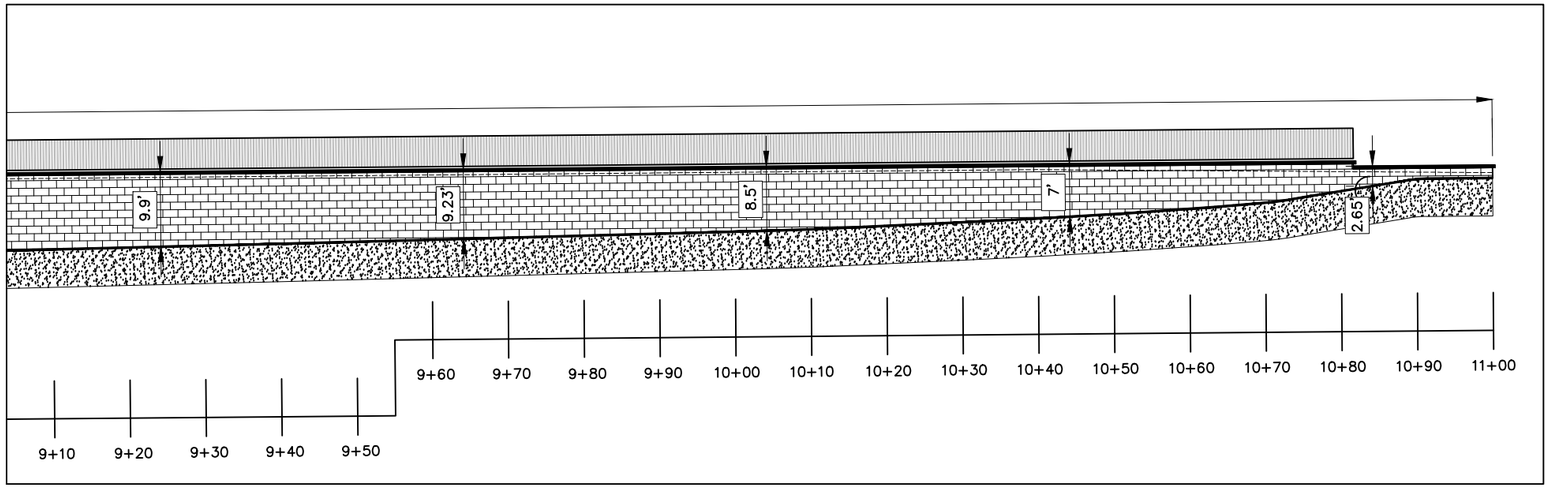
**CHASKA, MN**

10-7-21

SCALE 0 5' 10' 20' IN FEET

ALLIANT ENGINEERING

**SK-6**




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# RETAINING WALL EXHIBIT - WALL ELEVATION K - 2

## CHASKA, MN

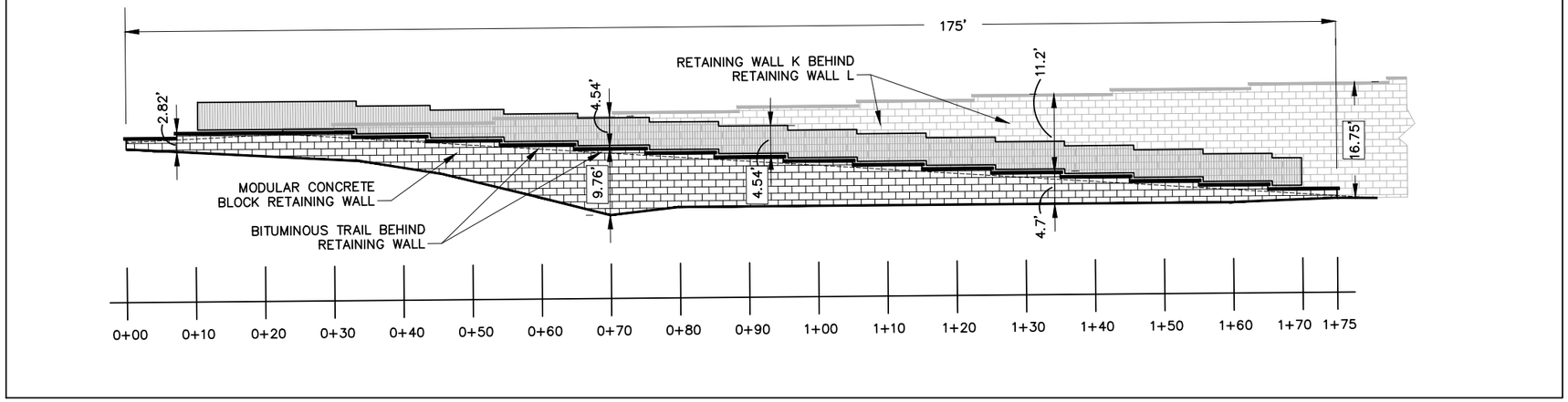


10-7-21

SCALE 0 5' 10' 20' IN FEET

ALLIANT ENGINEERING

SK-7




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# RETAINING WALL EXHIBIT - WALL ELEVATION L

**CHASKA, MN**

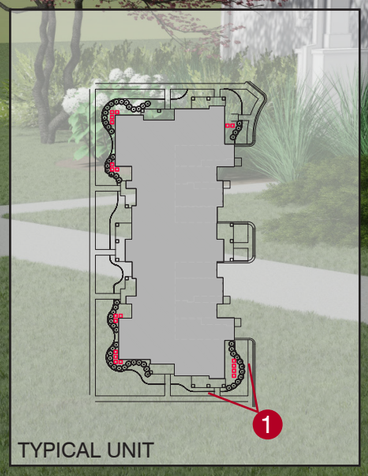
10-7-21

0 5' 10' 20'
SCALE IN FEET

ALLIANT ENGINEERING

**SK-8**


MINT JULEP JUNIPER




A/C UNITS

JUNIPER SCREENING

DATE: 10/01/21

CONTINENTAL PROPERTIES

# SCREENING MECH. UNITS - VIEW 1

SPRINGS AT McKNIGHT LAKE | CHASKA, MN

ALLIANT




DATE: 10/01/21

CONTINENTAL PROPERTIES

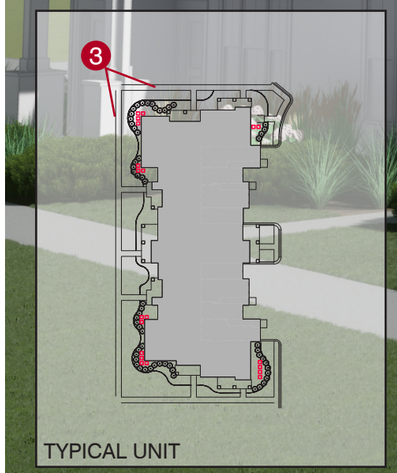
# SCREENING MECH. UNITS - VIEW 2

SPRINGS AT McKNIGHT LAKE | CHASKA, MN

ALLIANT



MINT JULEP JUNIPER




A/C UNITS

JUNIPER SCREENING

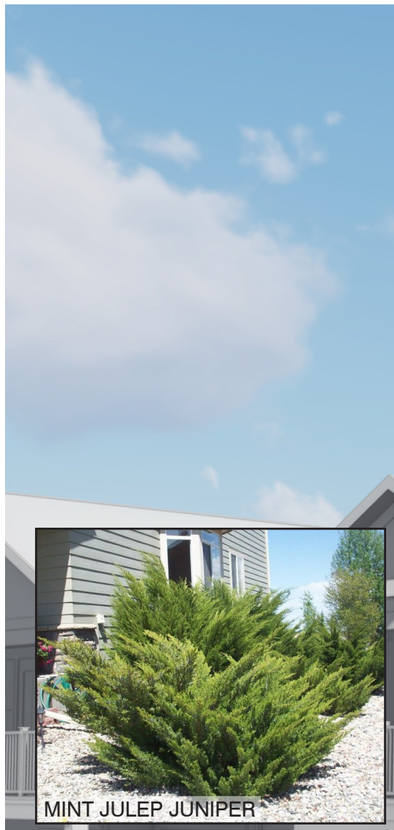
DATE: 10/01/21

CONTINENTAL PROPERTIES

# SCREENING MECH. UNITS - VIEW 3

SPRINGS AT McKNIGHT LAKE | CHASKA, MN

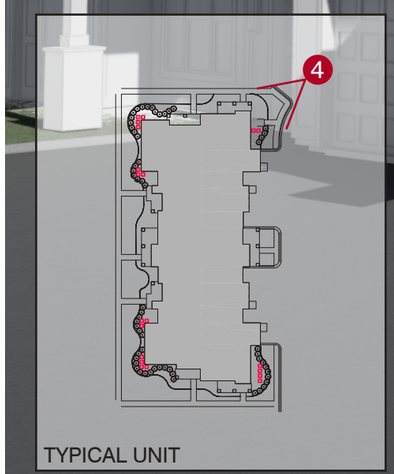
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MINT JULEP JUNIPER

A/C UNITS

JUNIPER SCREENING




TYPICAL UNIT

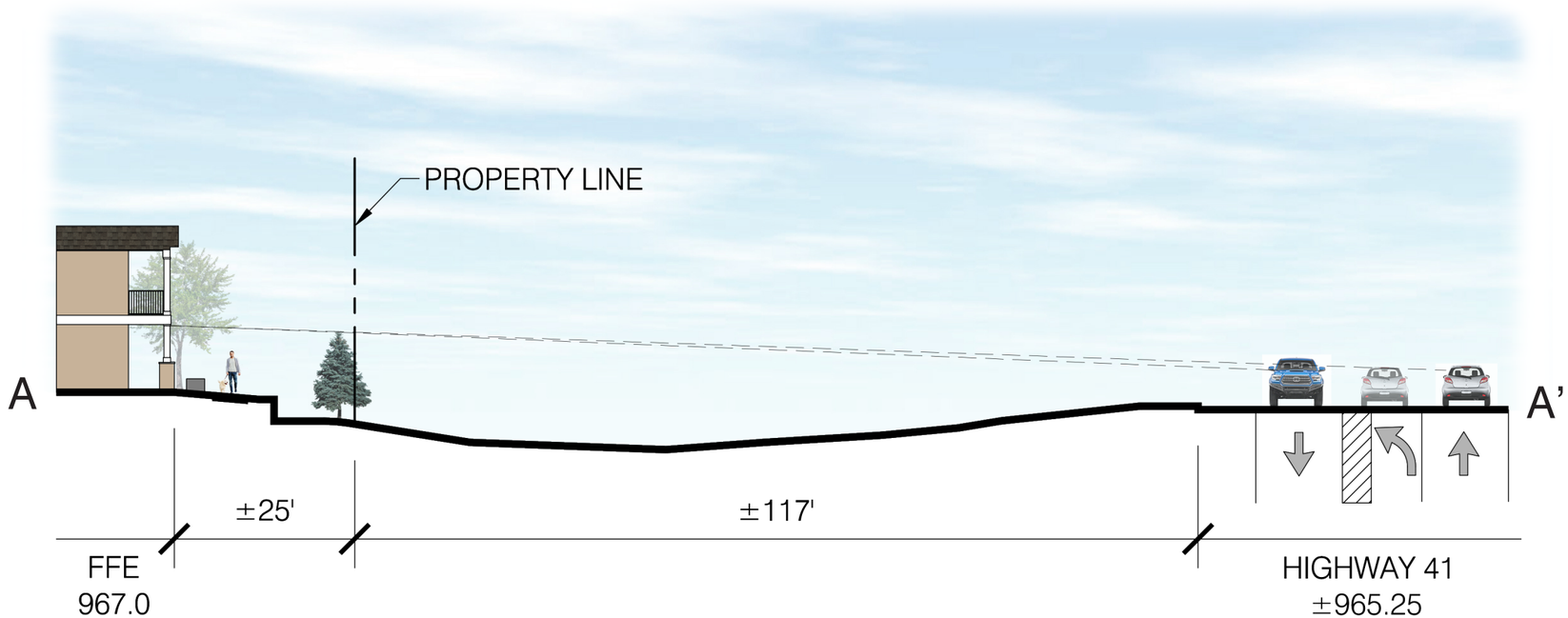
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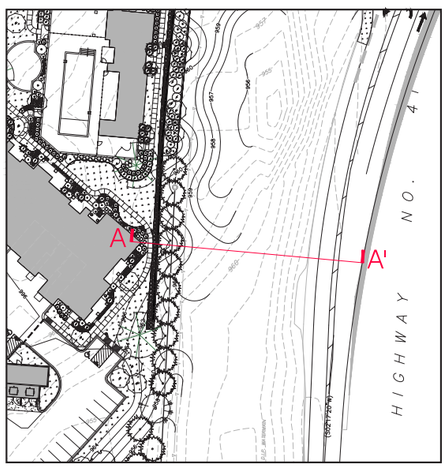
CONTINENTAL PROPERTIES

# SCREENING MECH. UNITS - VIEW 4

SPRINGS AT McKNIGHT LAKE | CHASKA, MN

ALLIANT




SECTION MAP

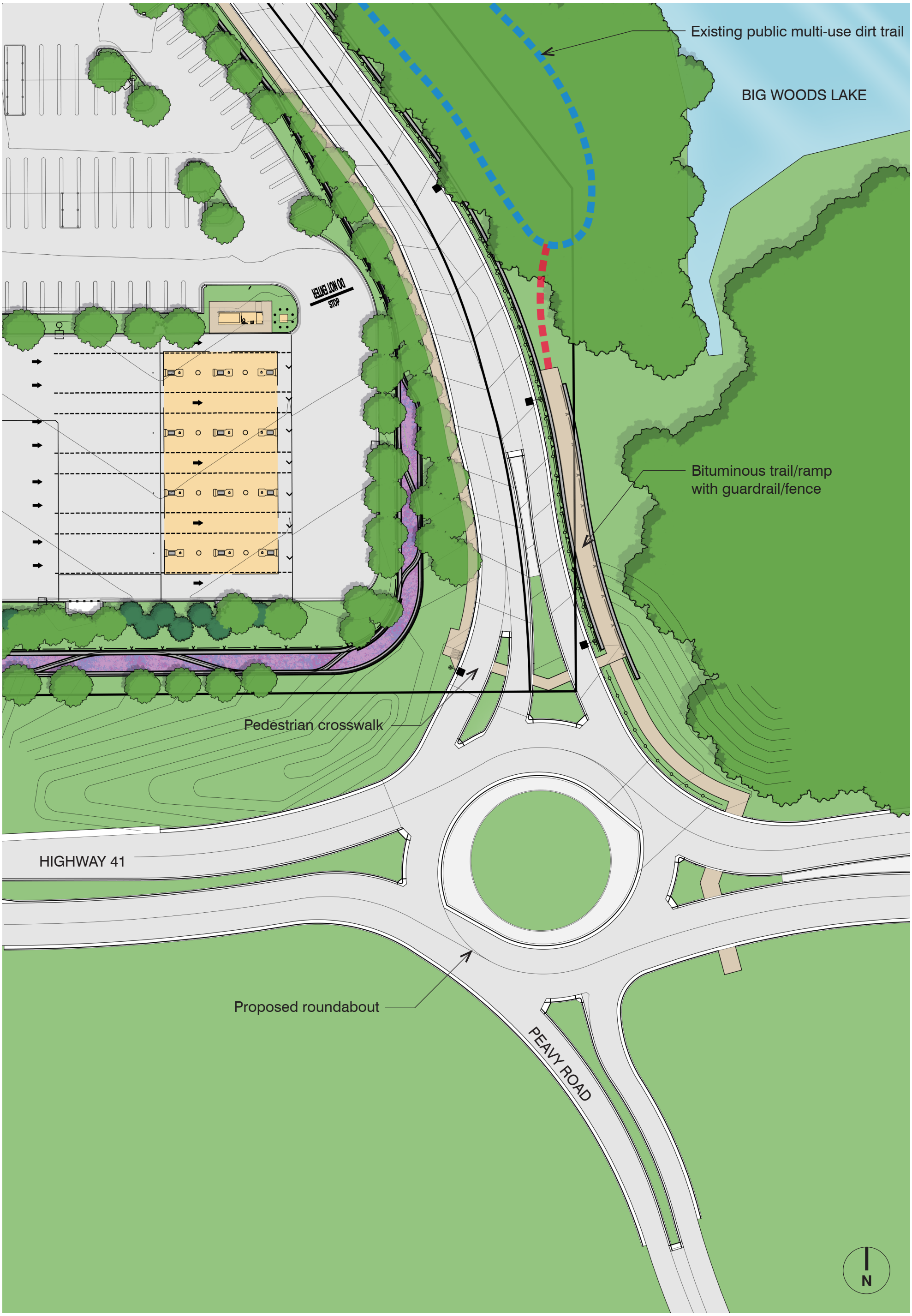
DATE: 10/01/21

# SCREENING FROM HWY 41

SPRINGS AT McKNIGHT LAKE | CHASKA, MN

CONTINENTAL PROPERTIES

ALLIANT



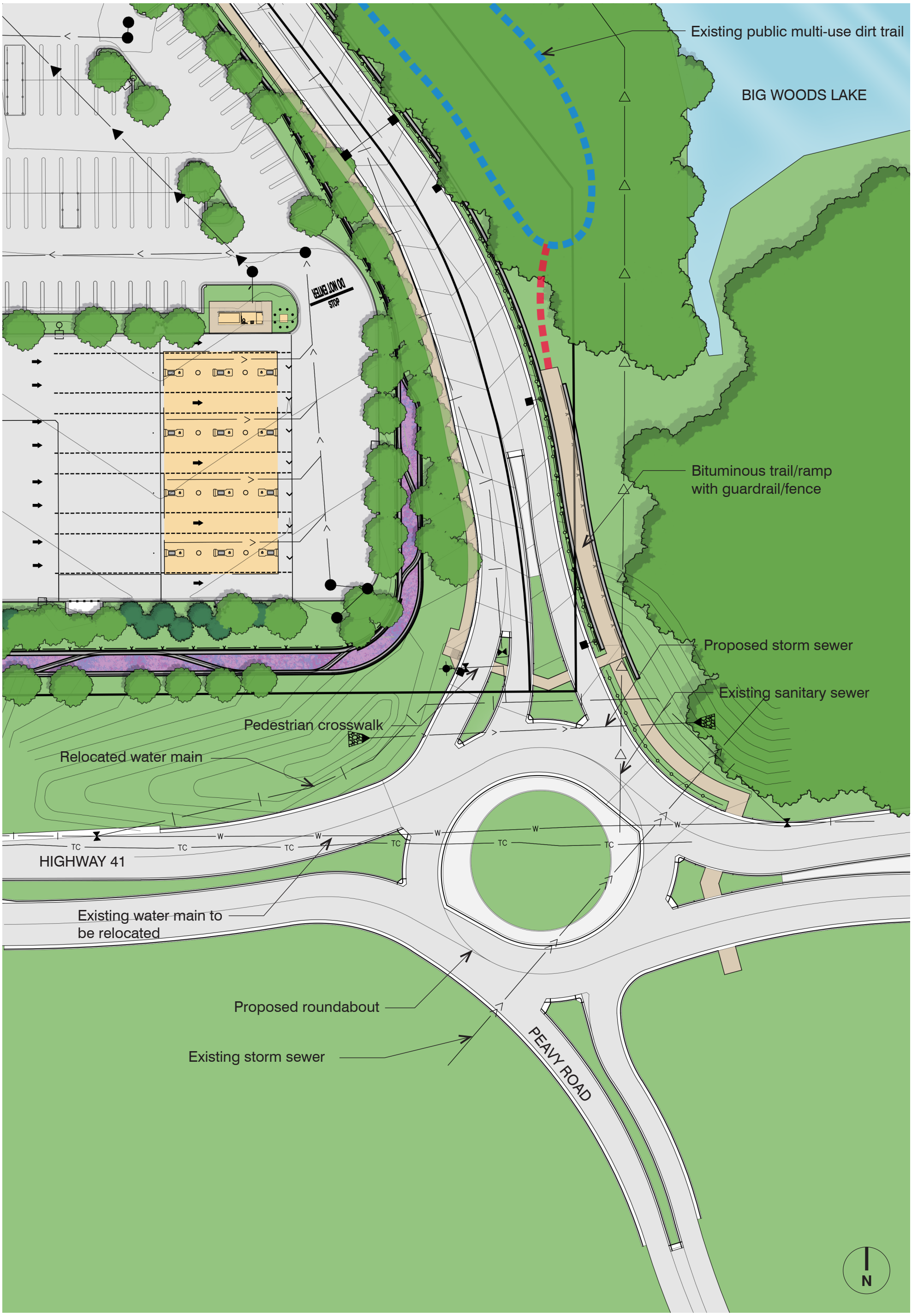

DATE: 10/011/21

CONTINENTAL PROPERTIES

# TRAIL AT ROUNDABOUT

SPRINGS AT McKNIGHT LAKE | CHASKA, MN

ALLIANT




DATE: 10/011/21

CONTINENTAL PROPERTIES

# TRAIL AT ROUNDABOUT

SPRINGS AT McKNIGHT LAKE | CHASKA, MN

ALLIANT

# Oak Ridge Commons
# Traffic Impact Study

**Chaska, MN**

**Prepared By:**
Nick Grage, PE, PTOE, RSP1

Alliant Engineering, Inc.
733 Marquette Avenue, Suite 700
Minneapolis, MN 55402

ALLIANT

**DRAFT Report**
**September 3, 2021**

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# 1.0 Introduction

Alliant Engineering has completed a traffic impact study for the proposed Oak Ridge Commons development located adjacent to the intersections of Minnesota Trunk Highway 41 (TH 41) with Peavey Road and Oakridge Drive in Chaska, MN. The main objectives of this study are to evaluate existing traffic operations within the development, identify potential traffic impacts to the internal roadway network due to development generated trips, and recommend turn lanes and improvements to address any identified issues.

# 2.0 Existing Conditions

The existing conditions were reviewed to establish a baseline for identifying any future impacts associated with the proposed development. The evaluation of existing conditions includes intersection turning movement counts, field observations, and an intersection operations analysis.

## 2.1 Study Area Intersections

Existing and future characteristics for TH 41 intersections are summarized as follows:

- **TH 41 & Peavey Road**: Existing side-street stop-controlled intersection – which will add a west leg as part of the development and is recommended for a traffic control change to a hybrid roundabout (dual northbound and southbound lanes, eastbound right-turn bypass) in the completed *TH 41 at Peavey Road Intersection Control Evaluation (August 2021).*
- **TH 41 & Oakridge Drive**: Existing side-street stop-controlled intersection providing access to the Oak Ridge Commons development, recommended as a three-quarter access in Kimley-Horn's *Oak Ridge Development Traffic Impact Analysis (February 2020).*

Along with analyzing the TH 41 intersections, additional intersections internal to the development site were used to document operational performance and identify turn lane needs. They include:

- **Oakridge Drive & North Access**: Proposed three-legged and side-street stop-controlled intersection located 500 feet west of TH 41 / Peavey Road, serving as the primary access to the proposed discount club store and gas station.
- **Oakridge Drive & West Access**: Proposed four-legged and side-street stop-controlled intersection located 150 feet north of the existing Oak Ridge Hotel & Conference Center loading/unloading area, serving as the primary access to the proposed office building and as the secondary access to the proposed discount club store.
- **Oakridge Drive & South Access**: Proposed three-legged and side-street stop-controlled intersection located 250 feet west of TH 41 / Oakridge Drive, serving as the primary access to the proposed multi-family housing.

## 2.2 Data Collection

Turning movement counts were collected on Wednesday, September 17, 2019, by Kimley-Horn. After discussions with the City of Chaska and Carver County, the intersection of TH 41 / CSAH 18 (not included in this study) was recounted by Kimley-Horn on January 29, 2020; therefore, collected counts used for the analysis are assumed to be from existing year 2019.

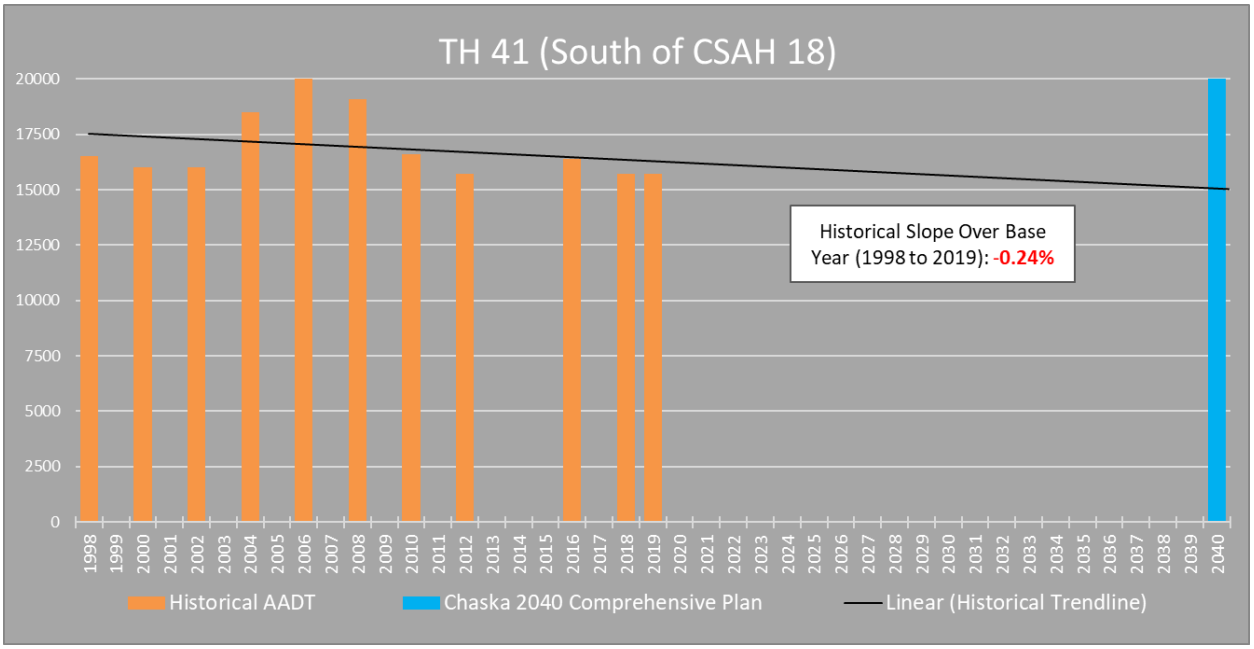
### *2.2.1 Traffic Volumes*

The network a.m. and p.m. peak hours, as determined by Kimley-Horn, were 7:30 to 8:30 a.m. and 4:00 to 5:00 p.m., respectively. No seasonal adjustment factors were applied to the collected data.

### *2.2.2 Traffic Growth Rates*

Based on a review of Kimley-Horn's *Oak Ridge Development Traffic Impact Analysis (February 2020)*, which analyzed historical traffic volumes pulled from MnDOT's Traffic Data Mapping Application, a one percent annual growth rate was determined for the study area that includes the TH 41 / Peavey Road intersection. **Table 1** provides a summary of the historical volumes along TH 41, where a -0.24 percent growth rate was calculated utilizing AADT values between 1998 and 2019 (see trendline). Also shown is the 2040 AADT for TH 41 (South of CSAH 18) included in the Chaska 2040 Comprehensive Plan. With consideration of the previous traffic analysis, the declining historical rate, and the forecasted 2040 AADT, the one percent growth rate was selected to develop 2022, 2032, and 2042 forecast volumes to be used for analyses. Detailed peak hour volumes are illustrated in **Appendix A**.

**Table 1. Annual Growth Rate**



### *2.2.3 Roadway/Intersection Characteristics*

Field observations were completed to identify roadway and intersection characteristics within the immediate study area (i.e., geometry, posted speed limits, traffic control), which are summarized in **Table 2** and **Table 3**.

**Table 2. Roadway Characteristics**

| Roadway | Cross-Section | Speed Limit | Functional Classification |
|---|---|---|---|
| TH 41 | 2-Lane Undivided | 50 mph | Minor Arterial |
| Peavey Road | 2-Lane Undivided | 30 mph | Local Roadway |
| Oakridge Drive | 2-Lane Undivided | 30 mph | Local Roadway |

**Table 3. Existing Intersection Characteristics**

| Intersection | Traffic Control | Lane Designation by Approach [1] | | | |
|---|---|---|---|---|---|
| | | NB | SB | EB | WB |
| TH 41 & Peavey Road | Through / Stop | T / R | L / T [2] | - | LR |
| TH 41 & Oakridge Drive | Through / Stop | L / T [2] | T / R | LR | - |

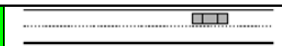
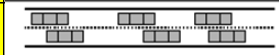
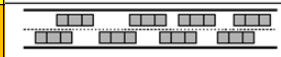
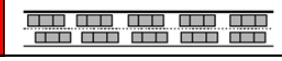
1: L = Left-Turn, T = Through, R = Right-Turn

2: Bypass-lane provided instead of dedicated turn lanes

## 2.3 Traffic Operations Analysis

An existing conditions traffic operations analysis was completed using VISSIM software to establish a baseline condition to which future traffic operations could be compared. Operations analysis results identify a Level of Service (LOS), which indicates the quality of traffic flow through an intersection. The LOS results are based on average delay per vehicle, which correspond to the delay threshold values shown in **Table 4**. LOS A indicates the best traffic operation, with vehicles experiencing minimal delays. LOS F indicates an intersection where demand exceeds capacity, or a breakdown of traffic flow. The LOS D/E boundary for overall operations is often used as the indicator of congestion in an urban area. For side-street stop-controlled intersections, a key measure of operational effectiveness is the side-street LOS. Long delays and poor LOS can occur on side-street approaches even if the overall intersection is functioning well, making side-street LOS a valuable design criterion.

**Table 4. Level of Service Criteria**

| Level of Service | | Description | Delay per Vehicle (seconds) | |
|---|---|---|---|---|
| | | | Signalized Intersection | Unsignalized Intersection |
| A |  | **Free Flow:** Low volumes and no delays. | 0 - 10 | 0 - 10 |
| B |  | **Stable Flow:** Speeds restricted by travel conditions, minor delays. | > 10 - 20 | > 10 - 15 |
| C |  | **Stable Flow:** Speeds and maneuverability closely controlled due to higher volumes. | > 20 - 35 | > 15 - 25 |
| D |  | **Stable Flow:** Speeds considerably affected by change in operating conditions. High density traffic restricts maneuverability, volume near capacity. | > 35 - 55 | > 25 - 35 |
| E |  | **Unstable Flow:** Low speeds, considerable delay, volume at or slightly over capacity. | > 55 - 80 | > 35 - 50 |
| F |  | **Forced Flow:** Very low speeds, volume exceed capacity, long delays with stop and go traffic. | > 80 | > 50 |

Source: Highway Capacity Manual, 2010 Edition, Transportation Research Board, Exhibits 18-4 & 19-1.

After LOS, the second component of the traffic operations analysis is a study of vehicular queuing, or the lineup of vehicles waiting to pass through an intersection. An intersection can operate with an acceptable LOS, but if queues from the intersection block entrances to turn lanes or adjacent driveways, unsafe operating conditions could result. The 95th percentile queue, or the length of queue with only a five percent probability of being exceeded during an analysis period, is considered the standard for design purposes.

The existing traffic operations analysis was performed at the study intersections for the observed weekday a.m. and p.m. peak hours. Results of the existing and construction year 2022 No Build traffic operations analysis, presented in **Table 5** and **Table 6**, indicate that each existing study intersection currently operates at overall LOS A or better during weekday peak hours despite the westbound TH 41 / Peavey Road approach operating at LOS F. Westbound left-turning motorists at this intersection have difficulty finding acceptable gaps, resulting in significant delay for a low volume approach. Detailed operations and queuing analysis results are presented in **Appendix B**.

**Table 5. Existing Year 2019 Operations Analysis Summary**

| Intersection | AM Peak Hour | | PM Peak Hour | |
|---|---|---|---|---|
| | LOS | Delay (s) | LOS | Delay (s) |
| TH 41 & Peavey Road | A / C | 1.1 / 15.7 | A / F | 5.1 / 63.0 |
| TH 41 & Oakridge Drive | A / B | 1.2 / 11.5 | A / B | 1.0 / 12.8 |

Overall Intersection LOS / Worst Approach LOS
Overall Intersection Delay / Worst Approach Delay

**Table 6. Construction Year 2022 No Build Operations Analysis Summary**

| Intersection | AM Peak Hour | | PM Peak Hour | |
|---|---|---|---|---|
| | LOS | Delay (s) | LOS | Delay (s) |
| TH 41 & Peavey Road | A / C | 1.3 / 17.5 | A / F | 6.4 / 84.0 |
| TH 41 & Oakridge Drive | A / B | 1.3 / 11.8 | A / B | 1.1 / 14.0 |

Overall Intersection LOS / Worst Approach LOS
Overall Intersection Delay / Worst Approach Delay

# 3.0 Proposed Development

The proposed Oak Ridge Commons development site is 66.8 acres and currently includes the Oak Ridge Hotel & Conference Center with one access to TH 41 at Oakridge Drive. The proposed development would convert the hotel and conference center into a 131,000 square foot office building and build a 161,000 square foot discount club store (which includes a gas station with 24 fueling locations) and 280 units of multi-family housing (see **Figure 1**: Proposed Site Plan). The original plan, per Kimley-Horn's *Oak Ridge Development Traffic Impact Analysis (February 2020)*, included 375 units of senior housing which are now being shown as approximately 280 units of multi-family housing. An additional access to TH 41 at Peavey Road is also proposed as part of the development. Proposed intersection characteristics internal to the development and modifications to the existing TH 41 intersections as recommended by the completed *TH 41 at Peavey Road Intersection Control Evaluation (August 2021)* are summarized in **Table 7**.

**Table 7. Proposed Intersection Characteristics**

| Intersection | Traffic Control | Lane Designation by Approach [1] | | | |
|---|---|---|---|---|---|
| | | NB | SB | EB | WB |
| TH 41 & Peavey Road | Roundabout | LT / TR | LT / TR | LT / R | LTR |
| TH 41 & Oakridge Drive | Through / Stop | L / T | T / R | R | - |
| Oakridge Drive & North Access | Through / Stop | L / R | - | TR | L / T |
| Oakridge Drive & West Access | Through / Stop | L / TR | L / TR | LTR | L / TR |
| Oakridge Drive & South Access | Through / Stop | LR | - | TR | LT |

1: L = Left-Turn, T = Through, R = Right-Turn

## SITE DATA:

| SITE SUMMARY | |
|---|---|
| **OAKRIDGE COMMONS** | |
| PROPERTY AREA | ±66.83 AC |
| **ZONING** | |
| EXISTING ZONING | PLANNED MULTI-USE DEVELOPMENT |
| PROPOSED ZONING | PLANNED MULTI-USE DEVELOPMENT |
| **PARKING SETBACKS** | |
| ROAD SIDE | 10' |
| INTERIOR SIDE YARD | 5' |
| TREED STEEP SLOPE SETBACK | 50' |
| FROM CENTERLINE OF HWY 41 | 90' |
| **BUILDING SETBACKS** | |
| CITY OUTLOT | 40' |
| RAILROAD | 50' |
| TREED STEEP SLOPE BUILDING SETBACK | 50' |
| FROM CENTERLINE OF HWY 41 | 150' |
| **BUFFERS** | |
| TREED STEEP SLOPE BUFFER | 30' |
| DELINEATED WETLANDS | 30' |

| LOT SUMMARY | |
|---|---|
| **AREAS** | |
| **PROPOSED PROPERTY** | **±66.83 AC** |
| **LOT 1 - EXISTING HOTEL & CONFERENCE CENTER** | |
| **LOT 1 PROPERTY AREA** | **±23.37 AC** |
| **PROPOSED IMPERVIOUS AREA** | **±7.88 AC** |
| **PROPOSED PERVIOUS AREA** | **±15.49 AC** |
| **EXISTING BUILDING FOOTPRINT (HOTEL & CONFERENCE)** | **± 75,815 S.F.** |
| **EXISTING BUILDING FLOOR AREA (HOTEL & CONFERENCE)** | **± 171,000 S.F.** |
| **REQUIRED PARKING** | **294 STALLS** |
| **PROPOSED PARKING** | **286 STALLS** |
| **AUXILIARY PARKING LOT PARKING STALLS** | **20 STALLS** |
| **TOTAL PARKING PROVIDED** | **306 STALLS** |
| **A.D.A. PARKING STALLS REQUIRED / PROPOSED STALLS PROVIDED** | **8 A.D.A. STALLS / 8 A.D.A. STALLS** |
| **LOT 2 - PROPOSED COSTCO DEVELOPMENT** | |
| **LOT 2 PROPERTY AREA** | **±16.33 AC** |
| **PROPOSED IMPERVIOUS AREA** | **±13.82 AC** |
| **PROPOSED PERVIOUS AREA** | **±2.51 AC** |
| **BUILDING AREA - RETAIL (COSTCO)** | **±164,545 S.F.** |
| **REQUIRED PARKING** | **470 STALLS** |
| **PARKING STALLS PROVIDED** | **727 STALLS** |
| **AUXILIARY PARKING LOT PARKING STALLS (FROM LOT ONE)** | **52 STALLS** |
| **TOTAL PROPOSED PARKING** | **779 STALLS** |
| **A.D.A PARKING REQUIRED / PROPOSED STALLS PROVIDED** | **17 A.D.A. STALLS / 17 A.D.A. STALLS** |
| **LOT 3 - MULTIFAMILY** | |
| **LOT 3 PROPERTY AREA** | **±27.13 AC** |
| **PROPOSED IMPERVIOUS AREA** | **16.33 AC (60.2%)** |
| **PROPOSED PERVIOUS AREA** | **10.80 AC (39.8%)** |
| **STEEP SLOPE AREA** | **± 3.28 AC** |
| **PROPOSED DWELLING UNITS** | **280 UNITS** |
| **REQUIRED PARKING** | **560 STALLS** |
| **PROPOSED PARKING** | **576 STALLS (2.06 PER UNIT)** |

## PARKING DATA:

| PARKING REQUIREMENTS SUMMARY |
|---|
| **HOTEL** |
| 1 STALL / ROOM |
| **CONFERENCE CENTER** |
| 15 STALLS PLUS 1 STALL / 300 S.F. OVER 2,000 S.F. |
| **RETAIL** |
| 1 STALL / 350 S.F. GENERAL FLOOR AREA |
| **MULTIFAMILY** |
| 2 STALLS / 1 DWELLING UNIT |

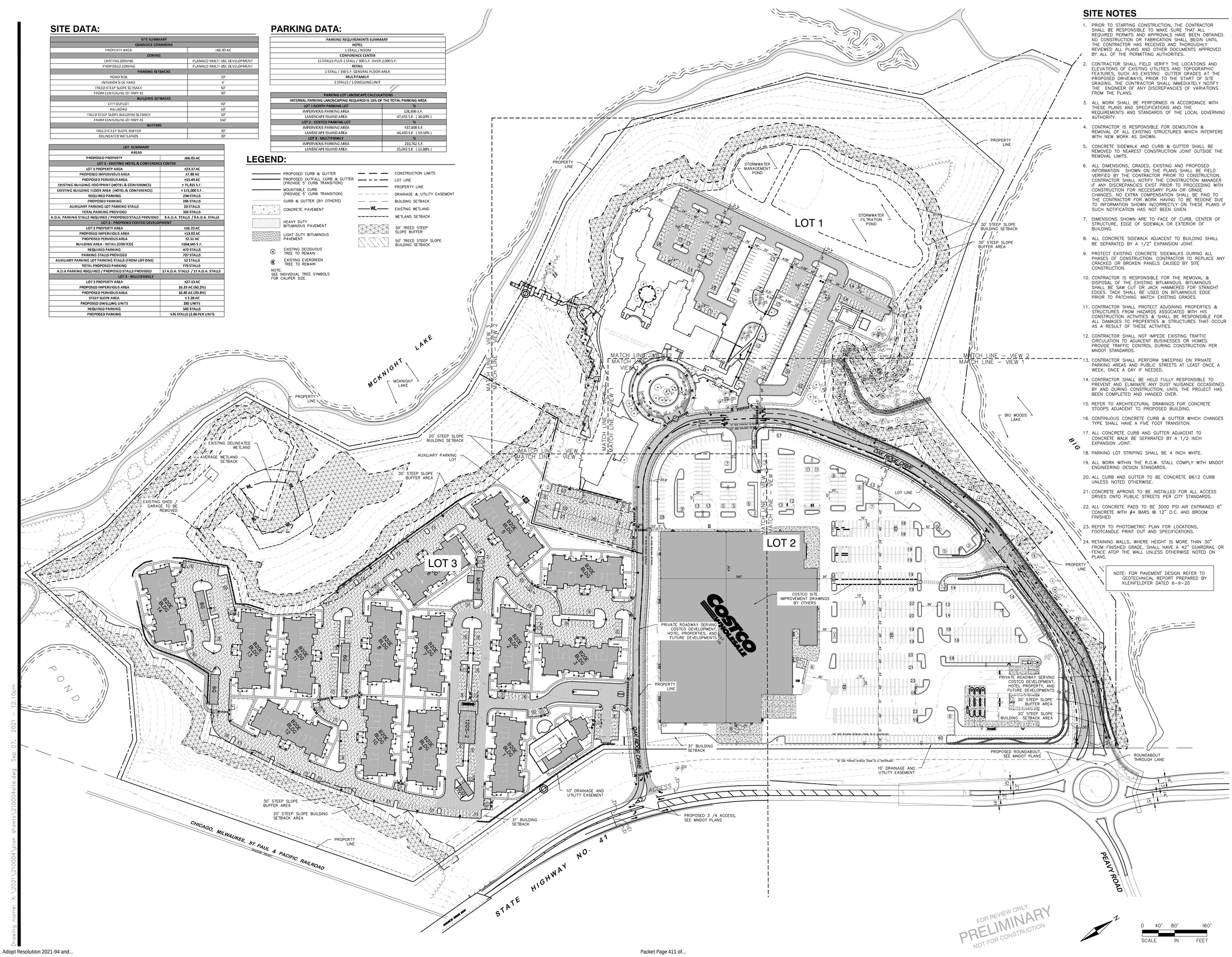
| PARKING LOT LANDSCAPE CALCULATIONS | |
|---|---|
| **INTERNAL PARKING LANDSCAPING REQUIRED IS 10% OF THE TOTAL PARKING AREA** | |
| **LOT 1 NORTH PARKING LOT** | **%** |
| IMPERVIOUS PARKING AREA | 131,696 S.F. |
| LANDSCAPE ISLAND AREA | 47,455 S.F. ( 36.03% ) |
| **LOT 2 - COSTCO PARKING LOT** | **%** |
| IMPERVIOUS PARKING AREA | 437,800 S.F. |
| LANDSCAPE ISLAND AREA | 44,493 S.F. ( 10.16% ) |
| **LOT 3 - MULTIFAMILY** | **%** |
| IMPERVIOUS PARKING AREA | 210,762 S.F. |
| LANDSCAPE ISLAND AREA | 25,042 S.F. ( 11.88% ) |

## LEGEND:

- PROPOSED CURB & GUTTER
- PROPOSED OUTFALL CURB & GUTTER (PROVIDE 5' CURB TRANSITION)
- MOUNTABLE CURB (PROVIDE 5' CURB TRANSITION)
- CURB & GUTTER (BY OTHERS)
- CONCRETE PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- LIGHT DUTY BITUMINOUS PAVEMENT
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN

NOTE:
SEE INDIVIDUAL TREE SYMBOLS FOR CALIPER SIZE

- CONSTRUCTION LIMITS
- LOT LINE
- PROPERTY LINE
- DRAINAGE & UTILITY EASEMENT
- BUILDING SETBACK
- EXISTING WETLAND (WL)
- WETLAND SETBACK
- 30' TREED STEEP SLOPE BUFFER
- 50' TREED STEEP SLOPE BUILDING SETBACK




## SITE NOTES

1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES, SUCH AS EXISTING GUTTER GRADES AT THE PROPOSED DRIVEWAYS, PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OF VARIATIONS FROM THE PLANS.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
4. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION & REMOVAL OF ALL EXISTING STRUCTURES WHICH INTERFERE WITH NEW WORK AS SHOWN.
5. CONCRETE SIDEWALK AND CURB & GUTTER SHALL BE REMOVED TO NEAREST CONSTRUCTION JOINT OUTSIDE THE REMOVAL LIMITS.
6. ALL DIMENSIONS, GRADES, EXISTING AND PROPOSED INFORMATION SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO INFORMATION SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
7. DIMENSIONS SHOWN ARE TO FACE OF CURB, CENTER OF STRUCTURE, EDGE OF SIDEWALK OR EXTERIOR OF BUILDING.
8. ALL CONCRETE SIDEWALK ADJACENT TO BUILDING SHALL BE SEPARATED BY A 1/2" EXPANSION JOINT.
9. PROTECT EXISTING CONCRETE SIDEWALKS DURING ALL PHASES OF CONSTRUCTION. CONTRACTOR TO REPLACE ANY CRACKED OR BROKEN PANELS CAUSED BY SITE CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & DISPOSAL OF THE EXISTING BITUMINOUS. BITUMINOUS SHALL BE SAW CUT OR JACK HAMMERED FOR STRAIGHT EDGES. TACK SHALL BE USED ON BITUMINOUS EDGE PRIOR TO PATCHING. MATCH EXISTING GRADES.
11. CONTRACTOR SHALL PROTECT ADJOINING PROPERTIES & STRUCTURES FROM HAZARDS ASSOCIATED WITH HIS CONSTRUCTION ACTIVITIES & SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTIES & STRUCTURES THAT OCCUR AS A RESULT OF THESE ACTIVITIES.
12. CONTRACTOR SHALL NOT IMPEDE EXISTING TRAFFIC CIRCULATION TO ADJACENT BUSINESSES OR HOMES. PROVIDE TRAFFIC CONTROL DURING CONSTRUCTION PER MNDOT STANDARDS.
13. CONTRACTOR SHALL PERFORM SWEEPING ON PRIVATE PARKING AREAS AND PUBLIC STREETS AT LEAST ONCE A WEEK, ONCE A DAY IF NEEDED.
14. CONTRACTOR SHALL BE HELD FULLY RESPONSIBLE TO PREVENT AND ELIMINATE ANY DUST NUISANCE OCCASIONED BY AND DURING CONSTRUCTION, UNTIL THE PROJECT HAS BEEN COMPLETED AND HANDED OVER.
15. REFER TO ARCHITECTURAL DRAWINGS FOR CONCRETE STOOPS ADJACENT TO PROPOSED BUILDING.
16. CONTINUOUS CONCRETE CURB & GUTTER WHICH CHANGES TYPE SHALL HAVE A FIVE FOOT TRANSITION.
17. ALL CONCRETE CURB AND GUTTER ADJACENT TO CONCRETE WALK BE SEPARATED BY A 1/2 INCH EXPANSION JOINT.
18. PARKING LOT STRIPING SHALL BE 4 INCH WHITE.
19. ALL WORK WITHIN THE R.O.W. STALL COMPLY WITH MNDOT ENGINEERING DESIGN STANDARDS.
20. ALL CURB AND GUTTER TO BE CONCRETE B612 CURB UNLESS NOTED OTHERWISE.
21. CONCRETE APRONS TO BE INSTALLED FOR ALL ACCESS DRIVES ONTO PUBLIC STREETS PER CITY STANDARDS.
22. ALL CONCRETE PADS TO BE 3000 PSI AIR ENTRAINED 6" CONCRETE WITH #4 BARS @ 12" O.C. AND BROOM FINISHED
23. REFER TO PHOTOMETRIC PLAN FOR LOCATIONS, FOOTCANDLE PRINT OUT AND SPECIFICATIONS.
24. RETAINING WALLS, WHERE HEIGHT IS MORE THAN 30" FROM FINISHED GRADE, SHALL HAVE A 42" GUARDRAIL OR FENCE ATOP THE WALL UNLESS OTHERWISE NOTED ON PLANS.


ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com


**OAK RIDGE COMMONS**
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

**OVERALL SITE PLAN**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

CLARK WICKLUND, PE

Date License No.

**QUALITY ASSURANCE/CONTROL**

| BY | DATE |
|---|---|

| DATE | ISSUE |
|---|---|
| 1-18-21 | GRADING PROGRESS |
| 2-17-21 | PROGRESS SITE PLANS |
| 3-11-21 | SCHEMATIC UTIL. ROUTINGS |
| 4-6-21 | PUD SUBMITTAL |
| 4-7-21 | PUD SUBMITTAL |
| 4-8-21 | PARKING CLARIFICATION |
| 4-30-21 | DEMOLITION REV. |
| 9-7-21 | PUD RESUBMITTAL |

**PROJECT TEAM DATA**

DESIGNED: MK
DRAWN: MLS
PROJECT NO: 221-0004

C-3.0

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

SCALE 0 40' 80' 160'
IN FEET

Drawing name: X:\2021\210004\plan sheets\210004site.dwg Sep 07, 2021 - 12:10pm

## 3.1 Trip Generation and Distribution

Trip generation estimates for the proposed Oak Ridge Commons development reflect values and assumptions made in Kimley-Horn's *Oak Ridge Development Traffic Impact Analysis (February 2020)*, which were calculated using the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition*. Results of the trip generation estimates, shown in **Table 8**, indicate the proposed development is expected to generate approximately 309 a.m. peak hour and 750 p.m. peak hour gross trips. Per Kimley-Horn's *Oak Ridge Development Traffic Impact Analysis (February 2020)* an anticipated 28 percent of trips would be pass-by-trips during the p.m. peak, while the a.m. peak would not include pass-by-trips as trips would be primarily workers and deliveries. Accounting for pass-by trips, the proposed development is expected to generate approximately 309 a.m. peak hour and 522 p.m. peak hour net new trips.

**Table 8. Site Trip Generation**

| Land Use (ITE Code) | Size | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|
| | | Trips In | Trips Out | Total Trips | Trips In | Trips Out | Total Trips |
| Multifamily Housing (Mid-Rise) (221) | 280 Units | 26 | 75 | 101 | 38 | 24 | 62 |
| General Office Building (710) | 131,457 SF | 125 | 15 | 140 | 14 | 99 | 113 |
| Discount Club[1] (857) | 161,000 SF | 49 | 19 | 68 | 286 | 289 | 575 |
| **Total Site Generated Trips** | | **200** | **109** | **309** | **338** | **412** | **750** |
| *Pass-By Trip Reduction (28% Pass-By Trips) PM Peak* | | *0* | *0* | *0* | *-114* | *-114* | *-228* |
| **Total Net New Traffic** | | **200** | **109** | **309** | **224** | **298** | **522** |

Source: Oak Ridge Development Traffic Impact Analysis, Kimley-Horn and Associates, Inc. (February 2020).

1: Discount Club raw trip generation data includes fueling positions.

The distribution of development generated trips was based on current traffic patterns in the area, as documented in Kimley-Horn's *Oak Ridge Development Traffic Impact Analysis (February 2020)*, which is included in **Appendix C**. This trip distribution (45 percent of trips to/from the north and 55 percent of trips to/from the south) was then applied to the estimated proposed development generated trips in the future conditions analysis.

## 3.2 Traffic Operations Analysis

To determine potential traffic impacts associated with the proposed development, future conditions at internal site intersections were evaluated using Synchro/SimTraffic software. Construction year 2022 was chosen to coincide with the anticipated opening of the proposed development. Detailed operations and queuing analysis results are presented in **Appendix B**.

Construction Year 2022 Build

Results of the construction year 2022 build traffic operations analysis, presented in **Table 9**, indicate that each study intersection would operate at overall LOS A or better during weekday peak hours once the development is complete. Eastbound right-turning motorists at TH 41 / Oakridge Drive would have difficulty finding acceptable gaps, resulting in moderate delay.

**Table 9. Construction Year 2022 Build Operations Analysis Summary**

| Intersection | AM Peak Hour | | PM Peak Hour | |
|---|---|---|---|---|
| | LOS | Delay (s) | LOS | Delay (s) |
| TH 41 & Peavey Road | A / A | 2.8 / 6.3 | A / A | 3.9 / 6.4 |
| TH 41 & Oakridge Drive | A / A | 1.5 / 6.9 | A / C | 2.7 / 20.5 |
| Oakridge Drive & North Access | A / A | 0.8 / 1.3 | A / A | 2.6 / 2.8 |
| Oakridge Drive & West Access | A / A | 1.2 / 4.5 | A / A | 2.3 / 3.9 |
| Oakridge Drive & South Access | A / A | 2.3 / 4.2 | A / A | 1.3 / 3.7 |

Overall Intersection LOS / Worst Approach LOS
Overall Intersection Delay / Worst Approach Delay

Forecast Year 2032

Results of the forecast year 2032 traffic operations analysis, presented in **Table 10**, indicate that each study intersection would continue to operate at overall LOS A or better during weekday peak hours despite eastbound right-turning motorists at TH 41 / Oakridge Drive having difficulty finding acceptable gaps, resulting in significant delay.

**Table 10. Forecast Year 2032 Operations Analysis Summary**

| Intersection | AM Peak Hour | | PM Peak Hour | |
|---|---|---|---|---|
| | LOS | Delay (s) | LOS | Delay (s) |
| TH 41 & Peavey Road | A / A | 3.3 / 8.0 | A / B | 5.2 / 10.9 |
| TH 41 & Oakridge Drive | A / A | 1.8 / 7.5 | A / E | 4.7 / 39.8 |
| Oakridge Drive & North Access | A / A | 0.9 / 1.3 | A / A | 2.6 / 2.8 |
| Oakridge Drive & West Access | A / A | 1.2 / 3.7 | A / A | 2.4 / 3.9 |
| Oakridge Drive & South Access | A / A | 2.4 / 4.2 | A / A | 1.3 / 3.7 |

Overall Intersection LOS / Worst Approach LOS
Overall Intersection Delay / Worst Approach Delay

Forecast Year 2042

Results of the forecast year 2042 traffic operations analysis, presented in **Table 11**, indicate that each study intersection would continue to operate at overall LOS B or better during weekday peak hours despite eastbound right-turning motorists at TH 41 / Peavey Road and TH 41 / Oakridge Drive having difficulty finding acceptable gaps, resulting in significant delay.

**Table 11. Forecast Year 2042 Operations Analysis Summary**

| Intersection | AM Peak Hour | | PM Peak Hour | |
|---|---|---|---|---|
| | LOS | Delay (s) | LOS | Delay (s) |
| TH 41 & Peavey Road | A / B | 3.9 / 11.0 | B / E | 11.9 / 45.0 |
| TH 41 & Oakridge Drive | A / A | 2.2 / 7.4 | B / F | 11.0 / 135.4 |
| Oakridge Drive & North Access | A / A | 1.0 / 1.4 | A / A | 5.1 / 7.2 |
| Oakridge Drive & West Access | A / A | 1.2 / 3.5 | A / A | 2.4 / 4.5 |
| Oakridge Drive & South Access | A / A | 2.5 / 4.4 | A / A | 1.3 / 3.9 |

Overall Intersection LOS / Worst Approach LOS
Overall Intersection Delay / Worst Approach Delay

It should be noted that maximum queues for eastbound approaches at both TH 41 / Peavey Road (Oakridge Drive / North Access) and TH 41 / Oakridge Drive (Oakridge Drive / South Access) reach their respective adjacent intersections under p.m. peak hour traffic volumes, however, intersections queues dissipated within a short timeframe. To address increased delay and queuing along these eastbound approaches, resulting directly from high-volume conflicting movements preventing adequate gaps, a capacity expansion of the TH 41 corridor should be considered.

# 4.0 Site Plan / Access Review

A review of the proposed site plan was completed to identify any issues and recommend potential improvements regarding site ingress / egress, internal traffic circulation, and parking layout.

## 4.1 Site Ingress / Egress

Based on the planned location of associated land uses within the proposed development, motorists are expected to enter the site via both existing TH 41 intersections. Motorists destined to the discount club are more likely to utilize the northern intersection of TH 41 / Peavey Road, whereas motorists destined to multi-family housing are more likely to utilize the southern intersection of TH 41 / Oakridge Drive. Motorists destined for the general office building may utilize both intersections depending on their origin, the time of day, and/or the current traffic conditions.

With the recommend modification of TH 41 / Oakridge Drive to three-quarter access, per the recommendations included in *Kimley-Horn's Oak Ridge Development Traffic Impact Analysis (February 2020)*, site egress will be concentrated at the intersection of TH 41 / Peavey Road for motorists with a destination north along TH 41. Motorists leaving multi-family housing or the general office building with a destination south along TH 41 would still be able to utilize the right-out at TH 41 / Oakridge Drive, in addition to discount club motorists who wish to avoid the TH 41 / Peavey Road intersection.

## 4.2 Internal Traffic Circulation

The proposed internal roadways appear wide enough to adequately accommodate typical passenger vehicles. However, within each parking lot turning movements should be reviewed to ensure design vehicles such as garbage or delivery trucks have adequate accommodations to negotiate internal roadways. Internal intersections and associated lane configurations operate with acceptable levels of delay and queueing. Additional discussion related, specifically as it relates to lane configurations, is included below.

- **Oakridge Drive & North Access**: Proposed three-legged and side-street stop-controlled intersection with a dedicated westbound left-turn lane, a northbound left-turn lane, a northbound channelized right-turn lane, and a shared eastbound through / right-turn lane. Key conclusions include:
    - **Westbound**: The proposed dedicated left-turn lane is recommended to keep Oakridge Drive clear of turning vehicles, improving safety, and providing for more efficient operations. Additional signing for the eastbound approach may be needed as traffic volumes increase in the future to avoid eastbound peak hour queues from blocking westbound left-turns.
    - **Eastbound**: It is unlikely that there would be a significant number of eastbound right-turns, therefore the shared eastbound through / right-turn lane is adequate.

- **Oakridge Drive & West Access**: Proposed four-legged and side-street stop-controlled intersection with dedicated northbound and southbound left-turn lanes; this access also includes two westbound discount club exiting lanes. Key conclusions include:
    - **Northbound**: The proposed dedicated left-turn lane is recommended for safety due to the proximity of a horizontal curve less than 200 feet to the south. It would also provide for more efficient intersection operations.
- **Oakridge Drive & South Access**: Proposed three-legged and side-street stop-controlled intersection with no dedicated turn lanes. Key conclusions include:
    - **Westbound**: A dedicated left-turn lane is not needed based on peak hour traffic volumes, as entering volumes are relatively low and the restricted eastbound left-turn movement at TH 41 / Oakridge Drive reduces the volume for conflicting eastbound movements by requiring exiting development trips destined to the north to use the intersection of TH 41 / Peavey Road.

## 4.3 Parking Layout

A review of the proposed site plan was completed to identify any issues and recommend potential improvements regarding parking lots and the required number of parking stalls for each land use based on City of Chaska Zoning Ordinance Section 9. Overall the proposed parking layout appears to adequately serve the development site.

- **Multi-Family Housing**: The proposed development includes 280 units of multi-family housing, which would require two parking stalls per dwelling unit. The proposed site plan includes 576 stalls (out of 560 required) which is adequate.
- **General Office Building**: The proposed development would convert the hotel and conference center into a 131,000 square foot office building, which would require one parking stall for every 250 square feet of office space. The existing parking lot includes 306 stalls (out of 547 required based on 136,800 square feet), however, a three-story parking deck would increase that total to 566 stalls which would be adequate. A preliminary concept for the parking deck is included in **Appendix D**.
- **Discount Club**: The proposed development includes a 161,000 square foot discount club store (which includes a gas station with 24 fueling locations), which would require one stall for every 350 square feet of retail space. The proposed site plan includes 727 stalls (out of 470 required based on 164,545 square feet) in addition to another 52 stalls in an auxiliary parking lot which would be adequate.

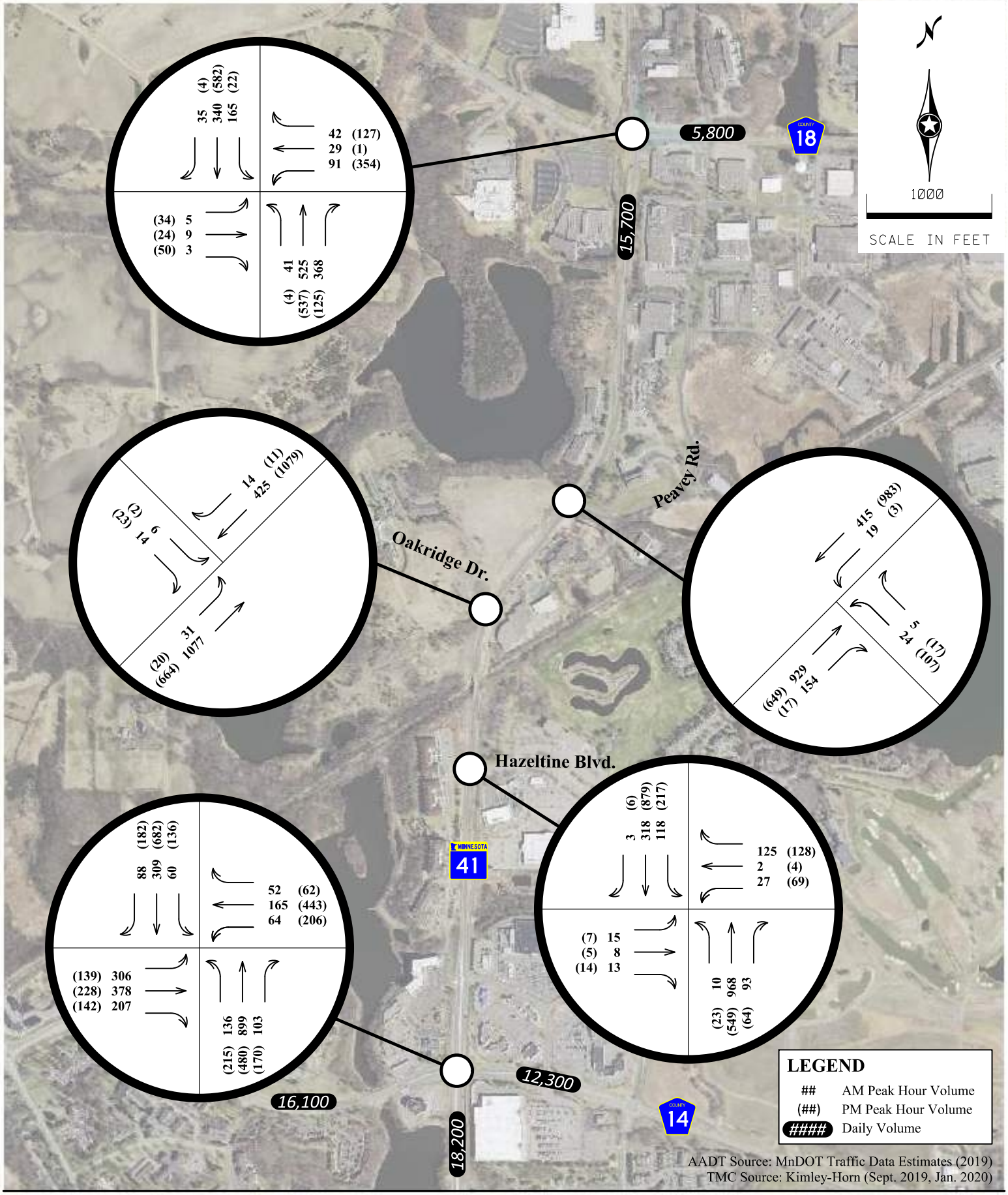
# 5.0 Conclusions

The following traffic impact study conclusions are offered for consideration:

- Results of the existing traffic operations analysis indicate that both TH 41 study intersection currently operates at overall LOS A or better during the weekday peak hours.
- The proposed Oak Ridge Commons development would convert the existing hotel and conference center into a 131,000 square foot office building and build a 161,000 square foot discount club store (which includes a gas station with 24 fueling locations) and 280 units of multi-family housing. Access to the development is expected to be maintained at the TH 41 / Oakridge Drive intersection with primary access via TH 41 / Peavey Road.
    - The proposed development is expected to generate approximately 309 a.m. peak hour and 750 p.m. peak hour daily gross trips. Accounting for pass-by and diverted-link trips, the proposed development is expected to generate approximately 309 a.m. peak hour and 522 p.m. peak hour daily net new trips.
- A multi-lane roundabout with eastbound right-turn bypass is recommended at the intersection of TH 41 / Peavey Road to provide adequate operations into the future. A three-quarter access was recommended at the intersection of TH 41 / Oakridge Drive, initially by Kimley-Horn's *Oak Ridge Development Traffic Impact Analysis (February 2020)* and was further supported by the results of a subsequent intersection operations analysis.
    - Peak hour traffic volumes and operations should be monitored to ensure that the eastbound approaches of both the TH 41 / Peavey Road and TH 41 / Oakridge Drive intersections perform adequately beyond forecast year 2032, as significant queueing for these movements could impact intersections internal to the site. It should be noted that this queueing results directly from high-volume conflicting movements preventing adequate gaps. A capacity expansion of the TH 41 corridor should be considered, as additional lanes along TH 41 may be needed to increase gaps and improve eastbound operations. Detailed analysis and recommendations for the TH 41 intersections are summarized in the *TH 41 at Peavey Road Intersection Control Evaluation (August 2021).*
- Results of forecast year traffic operations analysis indicate that all study intersections are expected to operate at overall LOS B or better during the weekday peak hours.
    - Background traffic growth and development trips are expected to have a negligible impact on intersections internal to the site. No other significant delay or queuing issues were observed in the traffic simulations related to those intersections.
- Generally, the proposed development is expected to have minimal impact on internal site area traffic operations. Therefore, no geometric or traffic control improvements to the proposed site plan are required from an operations perspective.

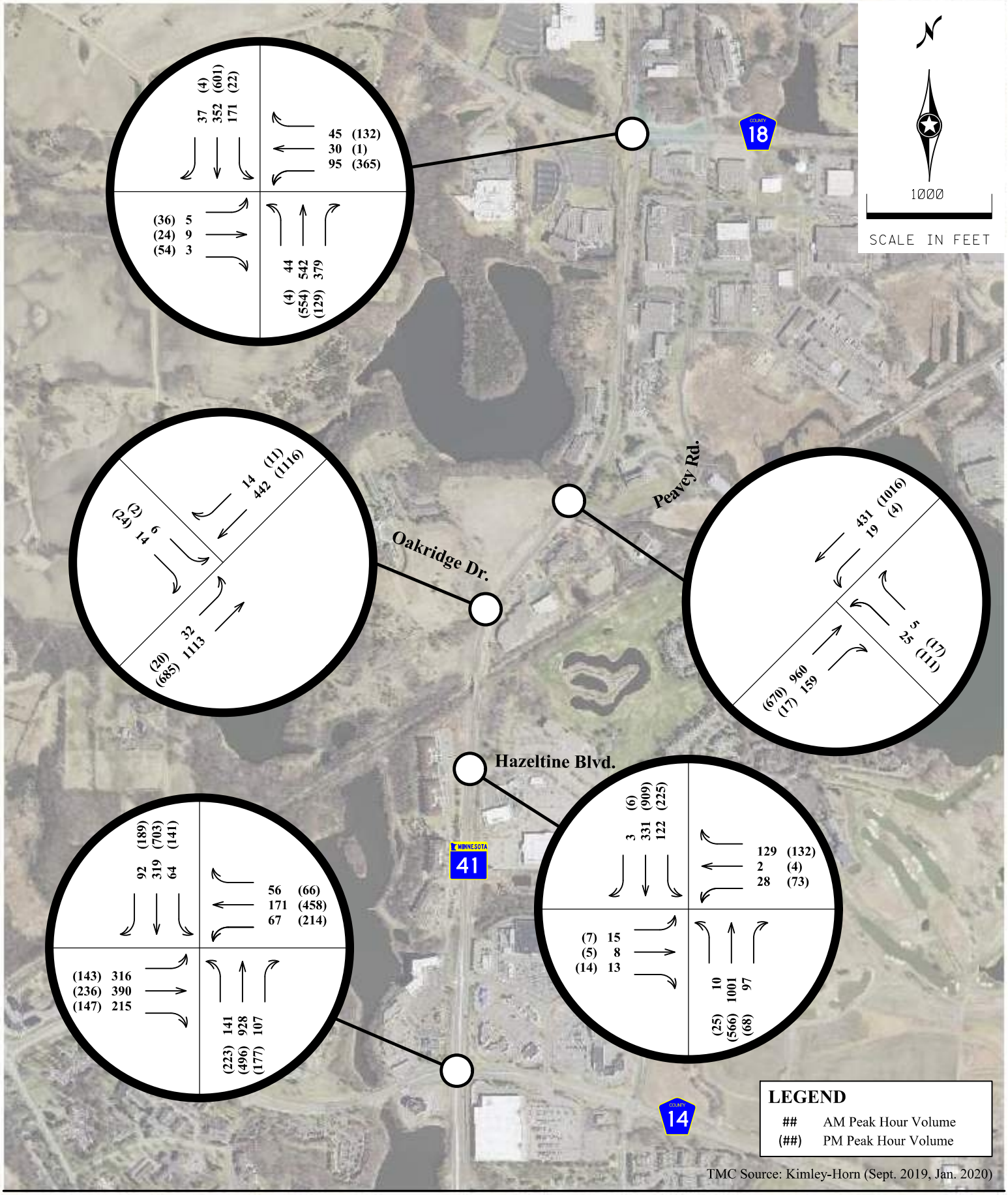
# Appendix A:

Detailed Peak Hour Traffic Volumes




**TH 41 & Peavey Road ICE**

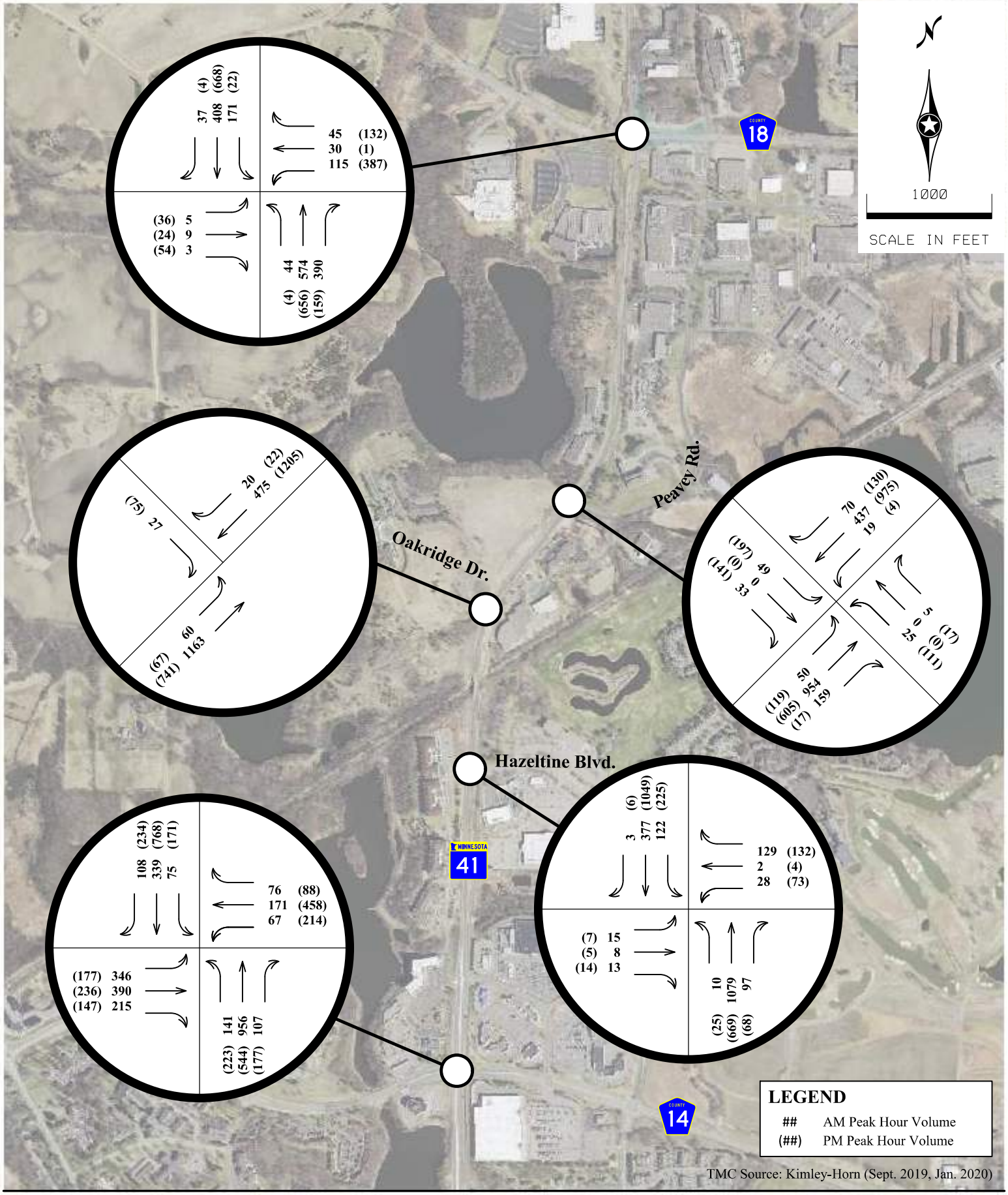
***Figure 5***
***Existing 2019 Traffic Volumes***




TMC Source: Kimley-Horn (Sept. 2019, Jan. 2020)

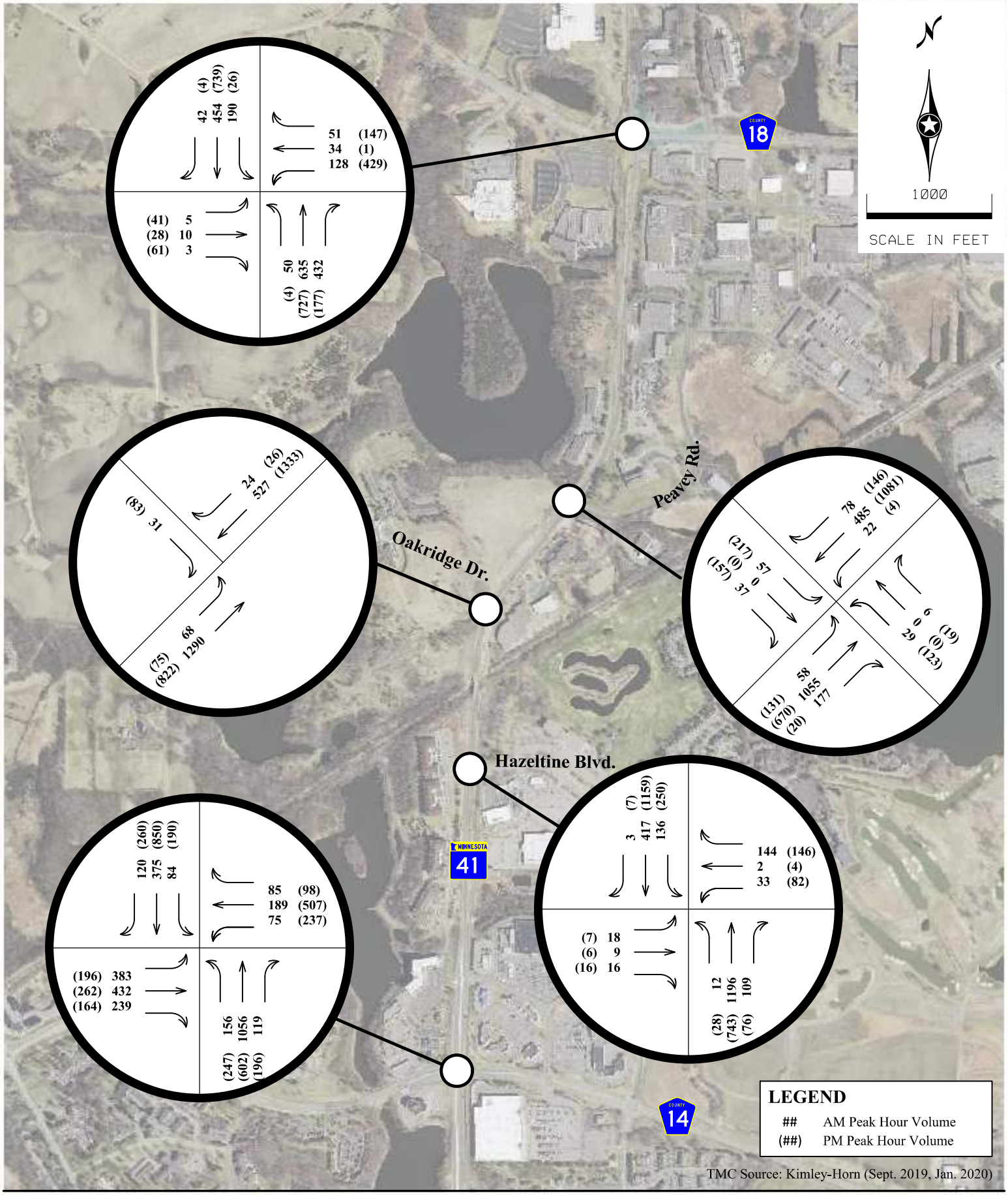
**TH 41 & Peavey Road ICE**

***Figure 6***
***Construction Year 2022 (No-Build) Traffic Volumes***



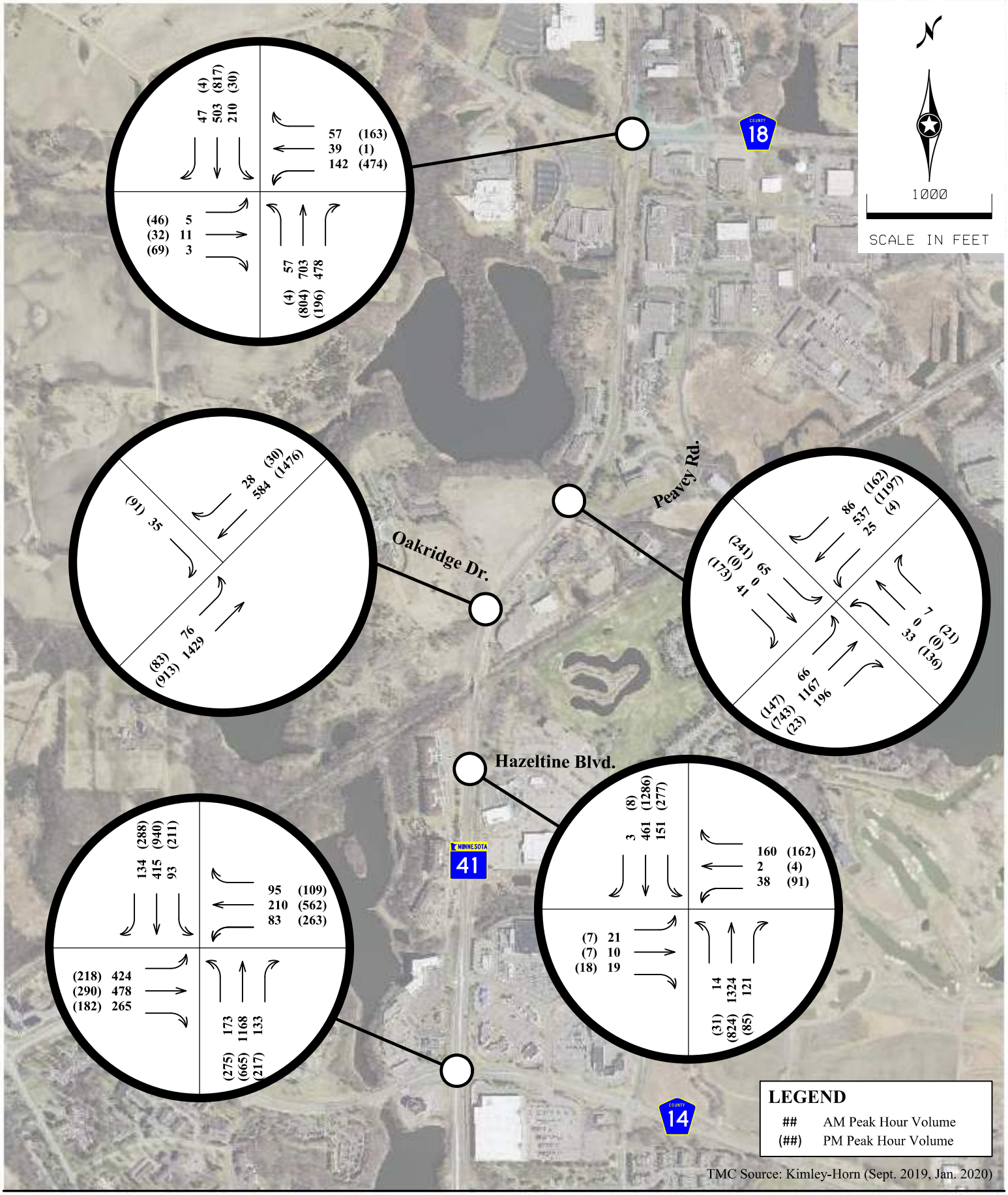

**TH 41 & Peavey Road ICE**

***Figure 7***
***Construction Year 2022 (Build) Traffic Volumes***




**TH 41 & Peavey Road ICE**

***Figure 8***
***Forecast 2032 Traffic Volumes***




TMC Source: Kimley-Horn (Sept. 2019, Jan. 2020)

**TH 41 & Peavey Road ICE**

***Figure 9***
***Forecast 2042 Traffic Volumes***

# Appendix B:

Detailed Intersection Operations Analysis

## Oak Ridge Development - VISSIM Analysis - 2019 Existing Delay & LOS

| Intersection | Approach or Movement | AM Peak Hour | | | | | | | | | | PM Peak Hour | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EB | | WB | | NB | | SB | | Intersection | | EB | | WB | | NB | | SB | | Intersection | |
| | | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS |
| TH 41 & Lyman Blvd | Approach | 2.0 | A | 3.5 | A | 3.4 | A | 2.3 | A | 3.0 | A | 9.1 | A | 5.4 | A | 2.7 | A | 4.7 | A | 4.4 | A |
| | Left | 1.9 | A | 3.5 | A | 3.1 | A | 2.4 | A | | | 6.0 | A | 5.0 | A | 2.8 | A | 4.3 | A | | |
| | Through | 1.9 | A | 2.8 | A | 3.3 | A | 2.3 | A | | | 6.2 | A | 2.4 | A | 2.9 | A | 4.8 | A | | |
| | Right | 2.3 | A | 4.1 | A | 3.5 | A | 1.6 | A | | | 12.4 | B | 6.3 | A | 2.1 | A | 1.7 | A | | |
| TH 41 & Peavey Rd | Approach | - | - | 15.7 | C | 0.8 | A | 1.0 | A | 1.1 | A | - | - | ***63.0*** | F | 0.3 | A | 1.1 | A | 5.1 | A |
| | Left | - | - | 16.4 | C | - | - | 11.6 | B | | | - | - | ***64.6*** | F | - | - | 6.2 | A | | |
| | Through | - | - | - | - | 0.7 | A | 0.5 | A | | | - | - | - | - | 0.3 | A | 1.1 | A | | |
| | Right | - | - | 12.3 | B | 1.7 | A | 0.0 | A | | | - | - | ***52.1*** | F | 0.8 | A | 0.0 | A | | |
| TH 41 & Oak Ridge Dr | Approach | 11.5 | B | - | - | 1.4 | A | 0.2 | A | 1.2 | A | 12.8 | B | - | - | 1.1 | A | 0.6 | A | 1.0 | A |
| | Left | 22.1 | C | - | - | 3.9 | A | - | - | | | 22.7 | C | - | - | 10.9 | B | - | - | | |
| | Through | - | - | - | - | 1.4 | A | 0.2 | A | | | - | - | - | - | 0.8 | A | 0.6 | A | | |
| | Right | 6.9 | A | - | - | - | - | 0.8 | A | | | 12.4 | B | - | - | - | - | 1.1 | A | | |
| TH 41 & Hazeltine Blvd | Approach | 42.8 | D | 24.4 | C | 6.7 | A | 6.6 | A | 9.1 | A | 34.0 | C | 30.4 | C | 6.5 | A | 5.4 | A | 8.7 | A |
| | Left | 61.4 | E | 71.1 | E | 5.9 | A | 18.0 | B | | | 55.6 | E | 70.5 | E | 11.3 | B | 9.3 | A | | |
| | Through | 72.2 | E | 63.3 | E | 7.0 | A | 2.2 | A | | | 69.5 | E | 55.5 | E | 6.6 | A | 4.5 | A | | |
| | Right | 5.4 | A | 14.1 | B | 3.5 | A | 1.7 | A | | | 7.1 | A | 8.5 | A | 3.4 | A | 1.7 | A | | |

## Oak Ridge Development - VISSIM Analysis - 2022 No Build Delay & LOS

| Intersection | Approach or Movement | AM Peak Hour | | | | | | | | | | PM Peak Hour | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EB | | WB | | NB | | SB | | Intersection | | EB | | WB | | NB | | SB | | Intersection | |
| | | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS |
| TH 41 & Lyman Blvd | Approach | 2.4 | A | 3.9 | A | 3.5 | A | 2.4 | A | 3.2 | A | 12.4 | B | 5.8 | A | 2.8 | A | 5.3 | A | 5.0 | A |
| | Left | 1.6 | A | 3.6 | A | 3.3 | A | 2.5 | A | | | 8.8 | A | 5.7 | A | 2.5 | A | 5.2 | A | | |
| | Through | 2.2 | A | 3.6 | A | 3.4 | A | 2.5 | A | | | 8.0 | A | 2.8 | A | 3.0 | A | 5.3 | A | | |
| | Right | 3.2 | A | 4.7 | A | 3.6 | A | 1.6 | A | | | 16.4 | C | 6.3 | A | 2.1 | A | 2.2 | A | | |
| TH 41 & Peavey Rd | Approach | - | - | 17.5 | C | 1.0 | A | 1.0 | A | 1.3 | A | - | - | ***84.0*** | F | 0.3 | A | 1.2 | A | 6.4 | A |
| | Left | - | - | 18.7 | C | - | - | 11.7 | B | | | - | - | ***85.5*** | F | - | - | 5.2 | A | | |
| | Through | - | - | - | - | 0.8 | A | 0.5 | A | | | - | - | - | - | 0.3 | A | 1.2 | A | | |
| | Right | - | - | 11.9 | B | 1.8 | A | 0.0 | A | | | - | - | ***72.6*** | F | 0.9 | A | 0.0 | A | | |
| TH 41 & Oak Ridge Dr | Approach | 11.8 | B | - | - | 1.6 | A | 0.2 | A | 1.3 | A | 14.0 | B | - | - | 1.2 | A | 0.7 | A | 1.1 | A |
| | Left | 23.2 | C | - | - | 4.4 | A | - | - | | | 26.1 | D | - | - | 12.7 | B | - | - | | |
| | Through | - | - | - | - | 1.5 | A | 0.2 | A | | | - | - | - | - | 0.9 | A | 0.7 | A | | |
| | Right | 7.0 | A | - | - | - | - | 0.8 | A | | | 13.5 | B | - | - | - | - | 1.1 | A | | |
| TH 41 & Hazeltine Blvd | Approach | 42.9 | D | 26.0 | C | 7.6 | A | 7.0 | A | 9.8 | A | 33.2 | C | 30.8 | C | 6.9 | A | 6.0 | A | 9.1 | A |
| | Left | 61.3 | E | 73.8 | E | 5.9 | A | 18.8 | B | | | 54.0 | D | 68.6 | E | 13.8 | B | 9.5 | A | | |
| | Through | 72.3 | E | 57.1 | E | 8.0 | A | 2.4 | A | | | 68.1 | E | 67.7 | E | 7.0 | A | 5.2 | A | | |
| | Right | 5.7 | A | 15.3 | B | 4.3 | A | 1.3 | A | | | 7.1 | A | 9.1 | A | 3.5 | A | 2.3 | A | | |

**Oak Ridge Development - VISSIM Analysis - 2022 Build - Roundabout Option Delay & LOS**

| Intersection | Approach or Movement | AM Peak Hour | | | | | | | | | | PM Peak Hour | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EB | | WB | | NB | | SB | | Intersection | | EB | | WB | | NB | | SB | | Intersection | |
| | | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS |
| TH 41 & Lyman Blvd | Approach | 2.8 | A | 4.0 | A | 4.1 | A | 2.7 | A | 3.6 | A | 14.1 | B | 7.5 | A | 3.2 | A | 6.1 | A | 5.7 | A |
| | Left | 2.0 | A | 3.7 | A | 3.9 | A | 2.8 | A | | | 8.8 | A | 7.1 | A | 4.2 | A | 5.3 | A | | |
| | Through | 2.9 | A | 3.5 | A | 4.0 | A | 2.7 | A | | | 8.3 | A | 5.7 | A | 3.3 | A | 6.1 | A | | |
| | Right | 3.2 | A | 4.9 | A | 4.3 | A | 1.8 | A | | | 19.9 | C | 8.5 | A | 2.5 | A | 1.5 | A | | |
| TH 41 & Peavey Rd | Approach | 1.4 | A | 6.3 | A | 3.3 | A | 1.9 | A | 2.8 | A | 6.3 | A | 6.4 | A | 2.7 | A | 3.6 | A | 3.9 | A |
| | Left | 1.9 | A | 6.1 | A | 3.7 | A | 2.0 | A | | | 10.1 | B | 6.4 | A | 3.2 | A | 4.0 | A | | |
| | Through | 0.0 | A | 0.0 | A | 3.4 | A | 1.9 | A | | | 0.0 | A | 0.0 | A | 2.6 | A | 3.7 | A | | |
| | Right | 0.5 | A | 7.4 | A | 2.5 | A | 1.6 | A | | | 1.2 | A | 6.3 | A | 1.5 | A | 2.7 | A | | |
| TH 41 & Oak Ridge Dr | Approach | 6.9 | A | - | - | 1.8 | A | 0.4 | A | 1.5 | A | 20.5 | C | - | - | 2.9 | A | 1.5 | A | 2.7 | A |
| | Left | 0.0 | A | - | - | 4.9 | A | - | - | | | 0.0 | A | - | - | 21.9 | C | - | - | | |
| | Through | - | - | - | - | 1.7 | A | 0.4 | A | | | - | - | - | - | 1.1 | A | 1.5 | A | | |
| | Right | 6.9 | A | - | - | - | - | 1.0 | A | | | 20.5 | C | - | - | - | - | 1.8 | A | | |
| TH 41 & Hazeltine Blvd | Approach | 45.9 | D | 27.1 | C | 8.7 | A | 7.0 | A | 10.5 | B | 36.7 | D | 31.4 | C | 6.6 | A | 6.8 | A | 9.4 | A |
| | Left | 65.7 | E | 72.4 | E | 6.2 | A | 20.3 | C | | | 59.4 | E | 68.8 | E | 17.8 | B | 11.8 | B | | |
| | Through | 75.0 | E | 76.1 | E | 9.1 | A | 2.5 | A | | | 71.6 | E | 72.8 | E | 6.6 | A | 5.9 | A | | |
| | Right | 5.8 | A | 16.9 | B | 5.0 | A | 1.4 | A | | | 9.4 | A | 9.9 | A | 2.4 | A | 2.4 | A | | |

**2022 Build - AM Peak Hour**

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Oakridge Drive & South Access | Movement Delay (sec/veh) | 0.0 | 0.4 | 0.7 | 1.6 | 0.4 | 0.0 | 4.7 | 0.0 | 2.9 | 0.0 | 0.0 | 0.0 | 2.3 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 0 | 7 | 1 | 25 | 57 | 0 | 52 | 0 | 19 | 0 | 0 | 0 | 161 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 51 | 0 | 51 | 0 | 0 | 0 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.4 | | | 0.8 | | | 4.2 | | | 0.0 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Peavey Road & West Access | Movement Delay (sec/veh) | 2.4 | 0.4 | 0.0 | 0.8 | 0.0 | 0.2 | 4.8 | 0.0 | 3.8 | 5.1 | 0.0 | 2.7 | 1.2 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 49 | 59 | 0 | 1 | 0 | 66 | 2 | 0 | 1 | 8 | 0 | 6 | 192 |
| | Movement 95th Queue (ft) | 18 | 0 | 0 | 0 | 2 | 2 | 13 | 13 | 11 | 34 | 34 | 34 | |
| | Storage Bay Distance (ft) | 50 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 1.3 | | | 0.2 | | | 4.5 | | | 4.1 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Peavey Road & North Access | Movement Delay (sec/veh) | 0.0 | 0.2 | 0.1 | 2.3 | 0.2 | 0.0 | 0.0 | 0.0 | 1.3 | 0.0 | 0.0 | 0.0 | 0.8 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 0 | 68 | 1 | 47 | 66 | 0 | 0 | 0 | 16 | 0 | 0 | 0 | 198 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 27 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 150 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.2 | | | 1.1 | | | 1.3 | | | 0.0 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

**2022 Build - PM Peak Hour**

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Oakridge Drive & South Access | Movement Delay (sec/veh) | 0.0 | 0.4 | 0.3 | 2.1 | 0.6 | 0.0 | 5.0 | 0.0 | 2.7 | 0.0 | 0.0 | 0.0 | 1.3 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 0 | 62 | 1 | 37 | 52 | 0 | 10 | 0 | 13 | 0 | 0 | 0 | 175 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 17 | 17 | 0 | 40 | 0 | 40 | 0 | 0 | 0 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.4 | | | 1.2 | | | 3.7 | | | 0.0 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Peavey Road & West Access | Movement Delay (sec/veh) | 1.5 | 0.7 | 0.2 | 1.5 | 0.0 | 0.1 | 3.9 | 0.0 | 0.0 | 4.5 | 0.0 | 2.9 | 2.3 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.0 | 0.0 | 0.1 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 5 | 12 | 44 | 1 | 0 | 8 | 8 | 0 | 0 | 42 | 0 | 55 | 175 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 26 | 26 | 6 | 50 | 50 | 50 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.4 | | | 0.3 | | | 3.9 | | | 3.6 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Peavey Road & North Access | Movement Delay (sec/veh) | 0.0 | 0.8 | 0.6 | 2.9 | 0.6 | 0.0 | 5.9 | 0.0 | 2.7 | 0.0 | 0.0 | 0.0 | 2.6 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 0.0 | 0.0 | 0.0 | 0.4 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 0 | 52 | 2 | 233 | 8 | 0 | 1 | 0 | 282 | 0 | 0 | 0 | 578 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 46 | 0 | 0 | 10 | 0 | 22 | 0 | 0 | 0 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 150 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.8 | | | 2.8 | | | 2.7 | | | 0.0 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

**Oak Ridge Development - VISSIM Analysis - 2032 Build Delay & LOS**

| Intersection | Approach or Movement | AM Peak Hour | | | | | | | | | | PM Peak Hour | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EB | | WB | | NB | | SB | | Intersection | | EB | | WB | | NB | | SB | | Intersection | |
| | | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS |
| TH 41 & Lyman Blvd | Approach | 3.6 | A | 4.9 | A | 4.7 | A | 3.2 | A | 4.2 | A | 33.9 | D | 12.4 | B | 3.8 | A | 10.1 | B | 9.6 | A |
| | Left | 2.9 | A | 4.6 | A | 4.5 | A | 3.3 | A | | | 19.7 | C | 12.4 | B | 3.3 | A | 9.7 | A | | |
| | Through | 2.5 | A | 3.8 | A | 4.6 | A | 3.3 | A | | | 16.8 | C | 9.4 | A | 4.1 | A | 10.2 | B | | |
| | Right | 5.0 | A | 6.3 | A | 4.9 | A | 1.9 | A | | | 49.2 | E | 12.3 | B | 2.9 | A | 3.0 | A | | |
| TH 41 & Peavey Rd | Approach | 1.6 | A | 8.0 | A | 3.9 | A | 1.9 | A | 3.3 | A | 9.6 | A | 10.9 | B | 3.4 | A | 4.3 | A | 5.2 | A |
| | Left | 2.3 | A | 8.0 | A | 4.1 | A | 2.1 | A | | | 15.7 | C | 11.1 | B | 3.9 | A | 5.6 | A | | |
| | Through | 0.0 | A | 0.0 | A | 4.1 | A | 2.0 | A | | | 0.0 | A | 0.0 | A | 3.4 | A | 4.5 | A | | |
| | Right | 0.6 | A | 7.7 | A | 3.1 | A | 1.7 | A | | | 1.5 | A | 9.5 | A | 1.7 | A | 2.8 | A | | |
| TH 41 & Oak Ridge Dr | Approach | 7.5 | A | - | - | 2.2 | A | 0.5 | A | 1.8 | A | 39.8 | E | - | - | 4.6 | A | 2.7 | A | 4.7 | A |
| | Left | 0.0 | A | - | - | 5.6 | A | - | - | | | 0.0 | A | - | - | 37.2 | E | - | - | | |
| | Through | - | - | - | - | 2.0 | A | 0.5 | A | | | - | - | - | - | 1.5 | A | 2.7 | A | | |
| | Right | 7.5 | A | - | - | - | - | 0.9 | A | | | 39.8 | E | - | - | - | - | 2.2 | A | | |
| TH 41 & Hazeltine Blvd | Approach | 45.8 | D | 32.3 | C | 15.5 | B | 10.8 | B | 16.3 | B | 36.1 | D | 32.0 | C | 9.1 | A | 10.0 | A | 12.0 | B |
| | Left | 65.2 | E | 71.5 | E | 11.7 | B | 34.1 | C | | | 64.4 | E | 67.4 | E | 26.5 | C | 17.7 | B | | |
| | Through | 71.4 | E | 61.6 | E | 16.1 | B | 3.0 | A | | | 55.4 | E | 73.7 | E | 9.1 | A | 8.3 | A | | |
| | Right | 5.9 | A | 23.4 | C | 10.3 | B | 1.5 | A | | | 9.6 | A | 11.4 | B | 2.9 | A | 5.6 | A | | |

**2032 Build - AM Peak Hour**

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Oakridge Drive & South Access | Movement Delay (sec/veh) | 0.0 | 0.3 | 0.3 | 1.7 | 0.5 | 0.0 | 4.7 | 0.0 | 3.0 | 0.0 | 0.0 | 0.0 | 2.4 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 0 | 8 | 1 | 26 | 63 | 0 | 59 | 0 | 25 | 0 | 0 | 0 | 182 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 8 | 8 | 0 | 57 | 0 | 57 | 0 | 0 | 0 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.3 | | | 0.9 | | | 4.2 | | | 0.0 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Peavey Road & West Access | Movement Delay (sec/veh) | 2.5 | 0.5 | 0.0 | 2.5 | 0.0 | 0.2 | 5.9 | 0.0 | 1.4 | 4.7 | 0.0 | 2.3 | 1.2 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 56 | 64 | 0 | 1 | 0 | 70 | 1 | 0 | 1 | 7 | 0 | 8 | 208 |
| | Movement 95th Queue (ft) | 22 | 0 | 0 | 0 | 0 | 0 | 9 | 9 | 8 | 35 | 35 | 35 | |
| | Storage Bay Distance (ft) | 50 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 1.4 | | | 0.2 | | | 3.7 | | | 3.4 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Peavey Road & North Access | Movement Delay (sec/veh) | 0.0 | 0.2 | 0.2 | 2.3 | 0.3 | 0.0 | 4.2 | 0.0 | 1.2 | 0.0 | 0.0 | 0.0 | 0.9 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 0 | 71 | 2 | 65 | 72 | 0 | 1 | 0 | 20 | 0 | 0 | 0 | 231 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 23 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 150 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.2 | | | 1.2 | | | 1.3 | | | 0.0 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

**2032 Build - PM Peak Hour**

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Oakridge Drive & South Access | Movement Delay (sec/veh) | 0.0 | 0.4 | 0.3 | 2.1 | 0.8 | 0.0 | 4.9 | 0.0 | 2.9 | 0.0 | 0.0 | 0.0 | 1.3 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 0 | 72 | 1 | 45 | 61 | 0 | 11 | 0 | 18 | 0 | 0 | 0 | 208 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 23 | 23 | 0 | 43 | 0 | 43 | 0 | 0 | 0 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.4 | | | 1.4 | | | 3.7 | | | 0.0 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Peavey Road & West Access | Movement Delay (sec/veh) | 2.0 | 0.6 | 0.4 | 1.3 | 0.0 | 0.0 | 4.1 | 0.0 | 2.1 | 4.5 | 0.0 | 3.0 | 2.4 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.0 | 0.1 | 0.2 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 7 | 10 | 54 | 1 | 0 | 8 | 11 | 0 | 1 | 45 | 0 | 63 | 200 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 32 | 32 | 8 | 54 | 54 | 54 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.6 | | | 0.1 | | | 3.9 | | | 3.6 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Peavey Road & North Access | Movement Delay (sec/veh) | 0.0 | 0.8 | 0.5 | 2.9 | 0.7 | 0.0 | 0.0 | 0.0 | 2.7 | 0.0 | 0.0 | 0.0 | 2.6 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 0.0 | 0.0 | 0.0 | 0.4 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 0 | 55 | 1 | 264 | 10 | 0 | 0 | 0 | 316 | 0 | 0 | 0 | 646 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 41 | 0 | 0 | 9 | 0 | 22 | 0 | 0 | 0 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 150 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.8 | | | 2.8 | | | 2.7 | | | 0.0 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

**Oak Ridge Development - VISSIM Analysis - 2042 Build Delay & LOS**

| Intersection | Approach or Movement | AM Peak Hour | | | | | | | | | | PM Peak Hour | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EB | | WB | | NB | | SB | | Intersection | | EB | | WB | | NB | | SB | | Intersection | |
| | | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS | Delay (s/v) | LOS |
| TH 41 & Lyman Blvd | Approach | 4.2 | A | 5.5 | A | 5.1 | A | 3.9 | A | 4.7 | A | ***113.4*** | F | 21.3 | C | 5.0 | A | 21.6 | C | 20.5 | C |
| | Left | 3.6 | A | 5.1 | A | 4.9 | A | 4.1 | A | | | 48.5 | E | 22.6 | C | 6.1 | A | 21.5 | C | | |
| | Through | 3.4 | A | 5.2 | A | 5.0 | A | 4.0 | A | | | 39.6 | E | 9.9 | A | 5.4 | A | 21.7 | C | | |
| | Right | 5.4 | A | 6.5 | A | 5.3 | A | 2.1 | A | | | ***185.5*** | F | 17.6 | C | 3.6 | A | 8.2 | A | | |
| TH 41 & Peavey Rd | Approach | 1.8 | A | 11.0 | B | 4.6 | A | 2.2 | A | 3.9 | A | 45.0 | E | 18.4 | C | 4.0 | A | 7.0 | A | 11.9 | B |
| | Left | 2.6 | A | 10.2 | B | 4.9 | A | 2.6 | A | | | ***61.6*** | F | 18.7 | C | 5.0 | A | 8.2 | A | | |
| | Through | 0.0 | A | 0.0 | A | 4.8 | A | 2.2 | A | | | 0.0 | A | 0.0 | A | 3.8 | A | 7.5 | A | | |
| | Right | 0.6 | A | 13.2 | B | 3.6 | A | 1.9 | A | | | 22.9 | C | 15.8 | C | 2.0 | A | 3.3 | A | | |
| TH 41 & Oak Ridge Dr | Approach | 7.4 | A | - | - | 2.8 | A | 0.6 | A | 2.2 | A | ***135.4*** | F | - | - | 7.5 | A | 6.7 | A | 11.0 | B |
| | Left | 0.0 | A | - | - | 6.6 | A | - | - | | | 0.0 | A | - | - | ***63.9*** | F | - | - | | |
| | Through | - | - | - | - | 2.6 | A | 0.6 | A | | | - | - | - | - | 2.2 | A | 6.8 | A | | |
| | Right | 7.4 | A | - | - | - | - | 1.1 | A | | | ***135.4*** | F | - | - | - | - | 4.7 | A | | |
| TH 41 & Hazeltine Blvd | Approach | 46.0 | D | 39.1 | D | 41.8 | D | 13.9 | B | 34.1 | C | 33.8 | C | 34.9 | C | 11.2 | B | 15.2 | B | 15.9 | B |
| | Left | 70.2 | E | 67.4 | E | 42.5 | D | 46.8 | D | | | 58.4 | E | 69.0 | E | 31.1 | C | 27.1 | C | | |
| | Through | 69.6 | E | 72.4 | E | 42.5 | D | 3.1 | A | | | 61.6 | E | 65.1 | E | 11.2 | B | 12.7 | B | | |
| | Right | 5.9 | A | 32.6 | C | 34.3 | C | 1.1 | A | | | 11.0 | B | 16.1 | B | 3.8 | A | 9.0 | A | | |

**2042 Build - AM Peak Hour**

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Oakridge Drive & South Access | Movement Delay (sec/veh) | 0.0 | 0.3 | 0.6 | 1.7 | 0.5 | 0.0 | 4.8 | 0.0 | 3.2 | 0.0 | 0.0 | 0.0 | 2.5 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 0 | 8 | 1 | 30 | 75 | 0 | 74 | 0 | 23 | 0 | 0 | 0 | 211 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 5 | 5 | 0 | 53 | 0 | 53 | 0 | 0 | 0 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.3 | | | 0.8 | | | 4.4 | | | 0.0 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Peavey Road & West Access | Movement Delay (sec/veh) | 2.6 | 0.5 | 0.0 | 1.9 | 0.0 | 0.2 | 4.7 | 0.0 | 2.1 | 4.5 | 0.0 | 2.3 | 1.2 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 68 | 80 | 0 | 1 | 0 | 76 | 1 | 0 | 2 | 10 | 0 | 8 | 246 |
| | Movement 95th Queue (ft) | 28 | 0 | 0 | 0 | 0 | 0 | 8 | 8 | 12 | 37 | 37 | 37 | |
| | Storage Bay Distance (ft) | 50 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 1.5 | | | 0.2 | | | 3.0 | | | 3.5 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Peavey Road & North Access | Movement Delay (sec/veh) | 0.0 | 0.3 | 0.0 | 2.4 | 0.4 | 0.0 | 4.7 | 0.0 | 1.3 | 0.0 | 0.0 | 0.0 | 1.0 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 0 | 91 | 1 | 74 | 76 | 0 | 1 | 0 | 27 | 0 | 0 | 0 | 270 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 27 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 150 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.3 | | | 1.4 | | | 1.4 | | | 0.0 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

**2042 Build - PM Peak Hour**

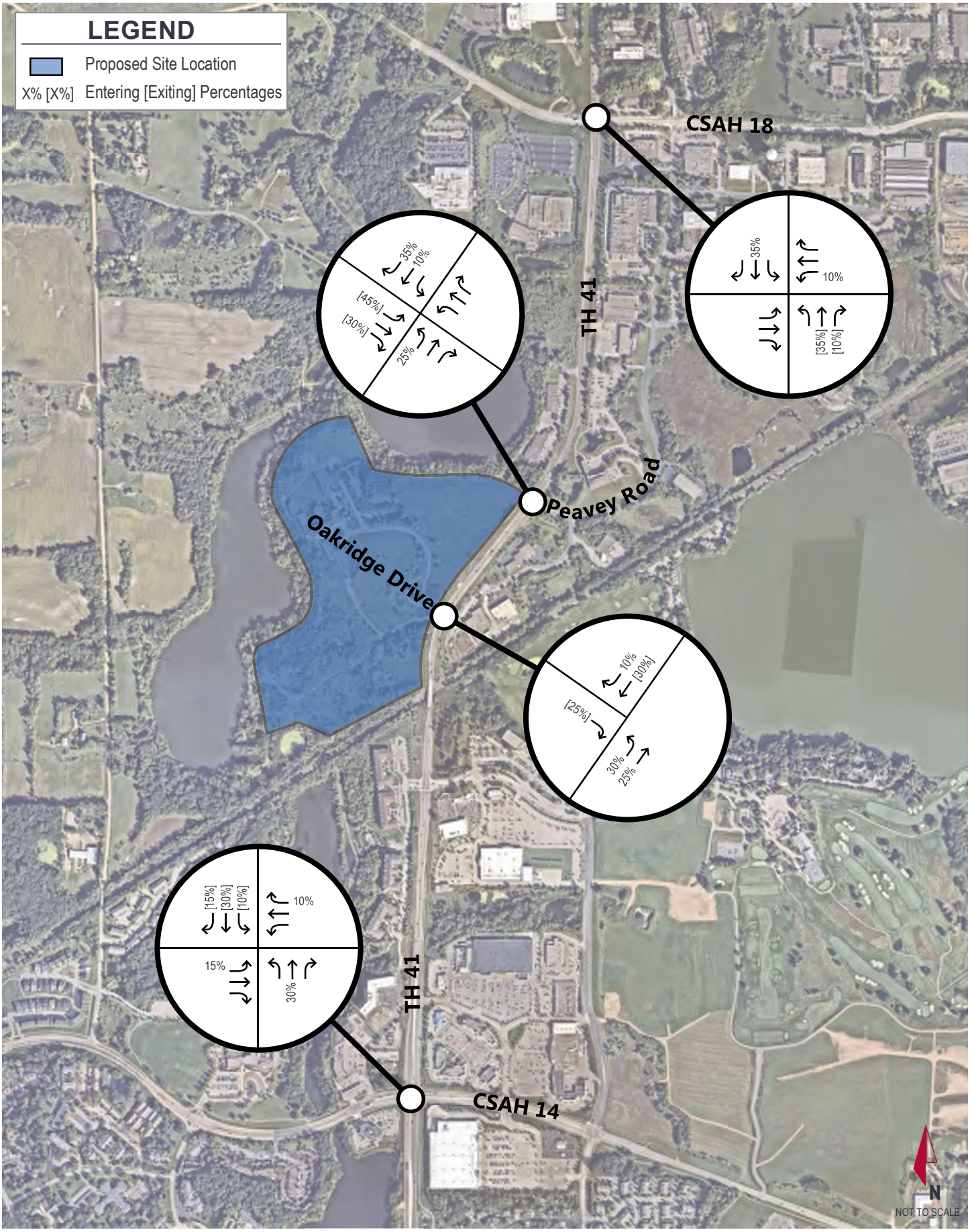
| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Oakridge Drive & South Access | Movement Delay (sec/veh) | 0.0 | 0.4 | 0.2 | 2.1 | 0.8 | 0.0 | 4.7 | 0.0 | 2.9 | 0.0 | 0.0 | 0.0 | 1.3 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 0 | 73 | 2 | 44 | 61 | 0 | 15 | 0 | 13 | 0 | 0 | 0 | 208 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 17 | 17 | 0 | 44 | 0 | 44 | 0 | 0 | 0 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.4 | | | 1.3 | | | 3.9 | | | 0.0 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Peavey Road & West Access | Movement Delay (sec/veh) | 1.9 | 0.3 | 0.4 | 1.5 | 0.0 | 0.1 | 4.5 | 0.0 | 1.5 | 4.4 | 0.0 | 3.1 | 2.4 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 | 0.0 | 0.1 | 0.2 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 7 | 12 | 55 | 2 | 0 | 9 | 10 | 0 | 0 | 51 | 0 | 63 | 209 |
| | Movement 95th Queue (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 29 | 29 | 7 | 55 | 55 | 55 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 0.5 | | | 0.4 | | | 4.5 | | | 3.7 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

| Intersection | MOE | Eastbound Approach | | | Westbound Approach | | | Northbound Approach | | | Southbound Approach | | | Intersection Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR | |
| Peavey Road & North Access | Movement Delay (sec/veh) | 0.0 | 1.6 | 0.5 | 3.3 | 0.9 | 0.0 | 9.7 | 0.0 | 7.2 | 0.0 | 0.0 | 0.0 | 5.1 |
| | Total Delay (hr) | 0.0 | 0.0 | 0.0 | 0.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.7 | 0.0 | 0.0 | 0.0 | 1.0 |
| | Movement LOS | A | A | A | A | A | A | A | A | A | A | A | A | A |
| | Movement Volume | 0 | 63 | 1 | 289 | 11 | 0 | 1 | 0 | 360 | 0 | 0 | 0 | 725 |
| | Movement 95th Queue (ft) | 0 | 11 | 11 | 52 | 0 | 0 | 92 | 0 | 136 | 0 | 0 | 0 | |
| | Storage Bay Distance (ft) | 0 | 0 | 0 | 150 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Approach Delay (sec/veh) | 1.6 | | | 3.2 | | | 7.2 | | | 0.0 | | | |
| | Approach LOS | A | | | A | | | A | | | A | | | |

# Appendix C:

Trip Generation Documentation




Kimley»Horn

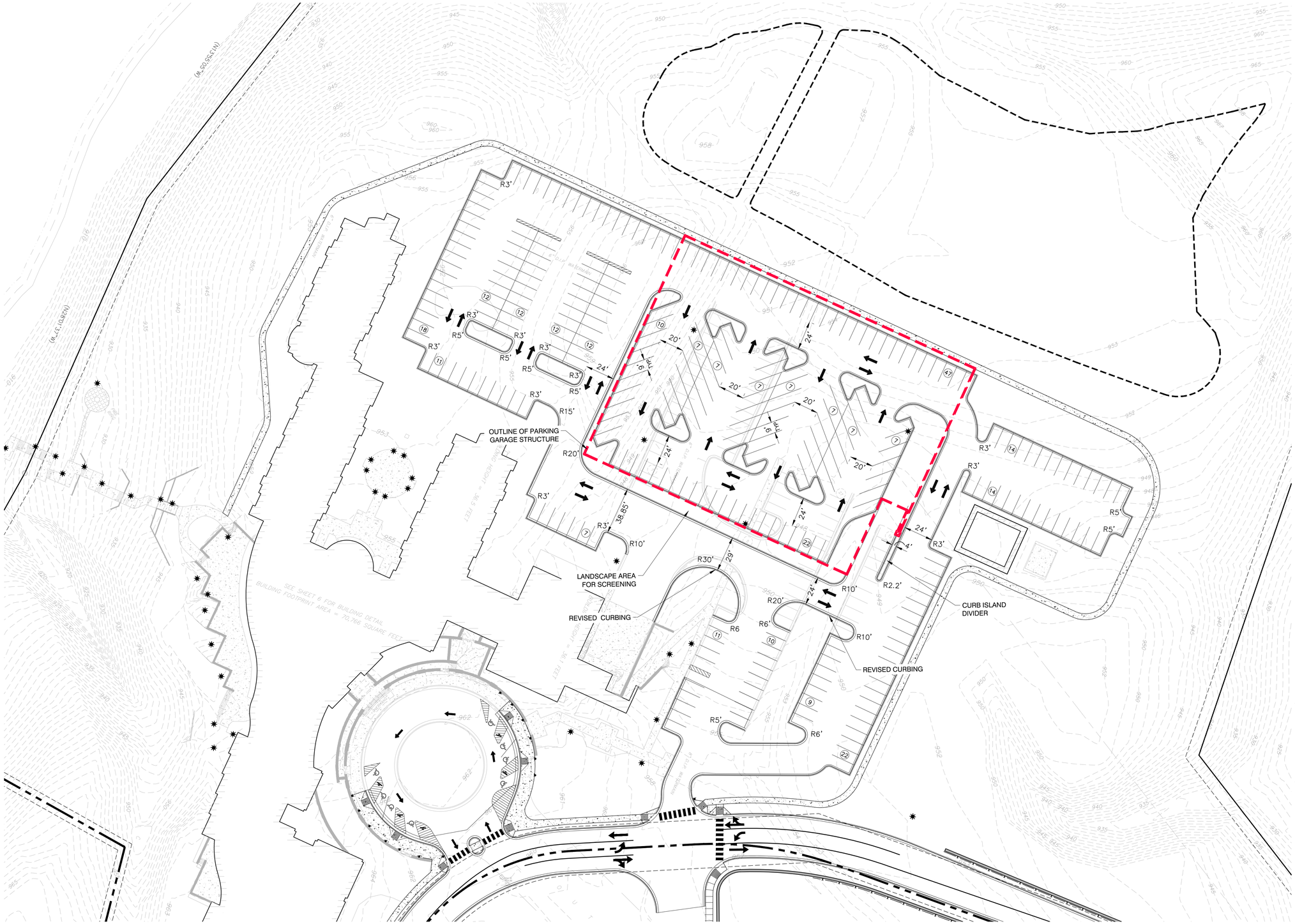
EXHIBIT 5

**TRIP DISTRIBUTION PERCENTAGES**

**OAK RIDGE DEVELOPMENT, CHASKA, MN**

# Appendix D:

Parking Deck Prelminary Concept




REQUIRED PARKING:

| | |
|---|---|
| ONE STALL FOR EVERY 250 SF OF OFFICE OR CLINIC AREA: | 171,000 S.F. (EXISTING BUILDING)<br>171,000 * 0.80 = 136,800 SF<br>136,800 / 250 = 547 STALLS REQUIRED |

PARKING:

| | |
|---|---|
| PROPOSED PARKING PROVIDED WITH PARKING STRUCTURE (CURRENT LAYOUT): | 566 PARKING STALLS |
| | 266 PARKING STRUCTURE STALLS (TWO FLOORS) |
| | 300 SURFACE STALLS |

# OAKRIDGE COMMONS PARKING DECK - OPTION 2

## CHASKA, MN

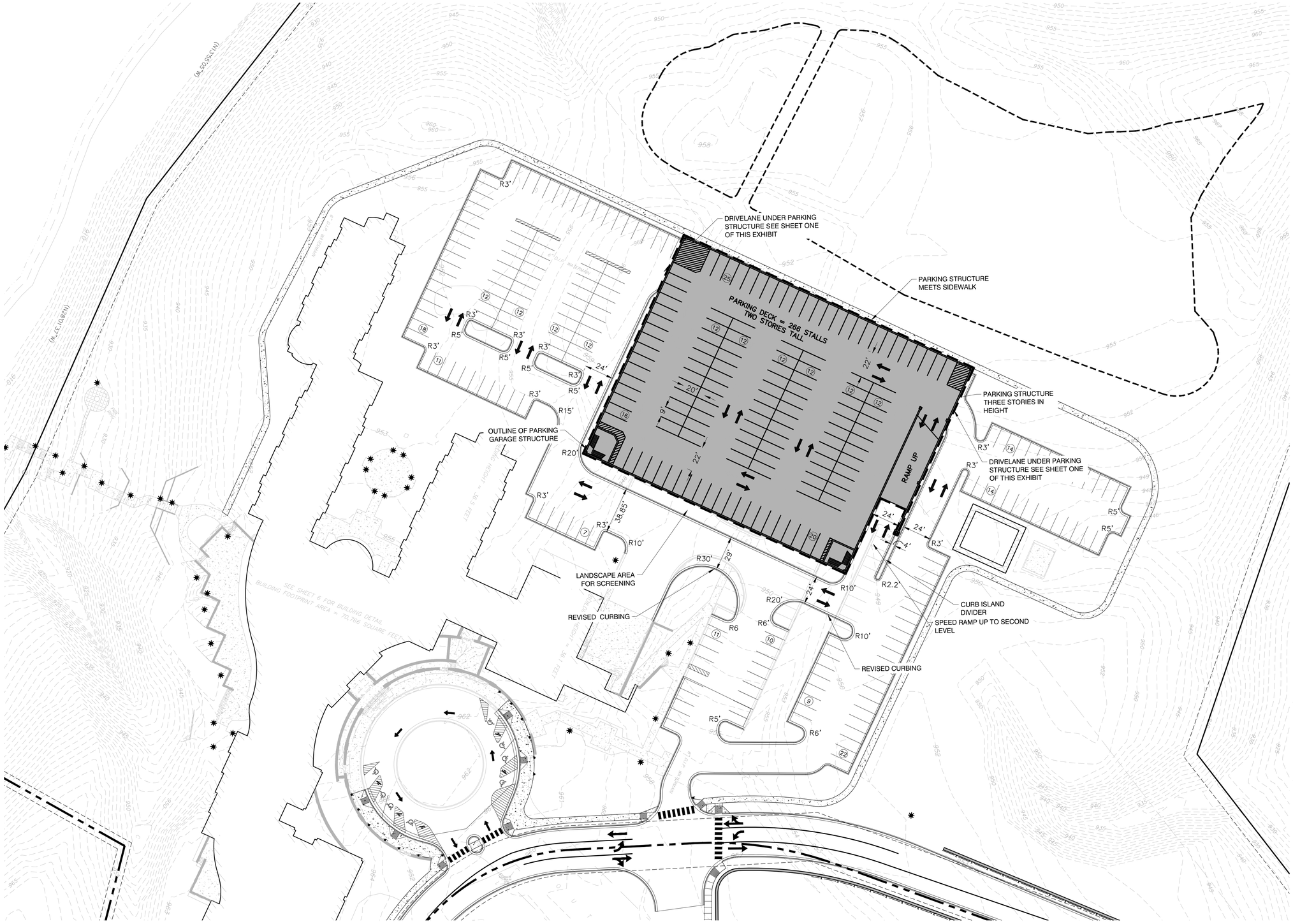
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0 10 20 40
SCALE IN FEET

ALLIANT ENGINEERING

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REQUIRED PARKING:

ONE STALL FOR EVERY 250 SF OF OFFICE OR CLINIC AREA:

171,000 S.F. (EXISTING BUILDING)
171,000 * 0.80 = 136,800 SF
136,800 / 250 = 547 STALLS REQUIRED

PARKING:

PROPOSED PARKING PROVIDED WITH PARKING STRUCTURE (CURRENT LAYOUT): 566 PARKING STALLS

266 PARKING STRUCTURE STALLS (TWO FLOORS)

300 SURFACE STALLS

# OAKRIDGE COMMONS PARKING DECK - OPTION 2

## CHASKA, MN

8-31-21

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SCALE IN FEET

ALLIANT ENGINEERING

SK-2

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WINTHROP & WEINSTINE

November 9, 2021

Katherine A. Johnson
Direct Dial: (612) 604-6767
Direct Fax: (612) 604-6967
kjohnson@winthrop.com

City of Chaska Planning Commission
One City Hall Plaza
Chaska, Minnesota 55318

**Via Electronic Mail**

Attention: Elizabeth Hanson ehanson@chaskamn.com
Kevin Ringwald KRingwald@chaskamn.com
Matt Clark MClark@chaskamn.com
Nate Kabat nkabat@chaskamn.com
Matt Podhradsky MPodhradsky@chaskamn.com

**RE: Request for Action, 11/10/2021, Oak Ridge – Preliminary Site & Building Plan, Preliminary Plat and Rezoning (the "Staff Report")**

Members of the Planning Commission:

Our office represents RCS-RCA Oak Ridge, LLC, a Minnesota limited liability company ("**Applicant**") with respect to their request for preliminary site and building plan, preliminary plat and rezoning of the Oak Ridge site in Chaska (the "**Project**"). We have reviewed the Staff Report that was issued on November 5, 2021 and we respectfully submit the following comments to the preliminary findings and conditions.

**Zoning of Lot 1, Block 1 Conference Center**:

As noted in the Staff Report, Lot 1, Block 1 – the Oak Ridge Conference Center and Hotel (the "**Conference Center**") – ceased operations a number of months ago. The Applicant continues to actively market the Conference Center to potential end users but recognizes that, in today's market, it may be difficult to attract another hotel/conference center use. Accordingly, in order for the Applicant to successfully market the Conference Center, the Applicant wants to ensure that the zoning remains flexible – as it is under its existing zoning designation - so as to accommodate uses that are similar, but not identical to the current hotel and conference center.. Maintaining the existing, more flexible zoning, that was established in 1987 will allow the Applicant to market the site to end users with some certainty around the potential uses for the site. As a result, the Applicant agrees with Staff's recommendation that the Conference Center zoning remain "status quo" and as it is currently zoned under PMD-4 but wants to make sure that this is clear in the rezoning of the entire site to another Planned Multi-Use District (PMD-22).

**Reciprocal Easement Agreement & Development Maintenance**:

The Staff Report notes that the REA (as defined in the Staff Report) will set forth the parties responsible for maintaining various improvements throughout the development. While Costco will maintain the private access road, the Applicant continues to work through details with the property owners regarding responsibility for the other shared improvements, such as the stormwater pond. As a result, we respectfully request that the City's approval of the REA provide flexibility to the Applicant in determining ultimate responsibility for the stormwater pond and other shared elements (except for the private road which will be the responsibility of Costco).

**Land Acquisition**:

Applicant is comfortable with the City's requirement that additional land be purchased to address the proposed encroachments noted in the Staff Report. However, we would like to discuss the timeline for such acquisition and any related requirements with the City as the acquisition should be timed in a way that will facilitate the development of the Project and not result in additional delays. To the extent possible, we would like the land acquisition to occurs as soon as reasonably practicable to permit seamless continuation of the application and Project.

**Conditions**:

With respect to the specific conditions of approval, we offer the following comments and suggestions:

1. Condition Number 8: Please refer to above discussion regarding zoning of the Conference Center. Applicant respectfully requests that this condition be revised to reflect the continuation of the status quo – meaning a future rezoning is only required if the ultimate use is not consistent with the zoning provided under the existing PMD4 approvals..

2. Condition Numbers 16 and 19: Applicant would like to clarify these conditions to confirm that they are not contradictory to our understanding. In prior discussions with City staff, the Applicant understood that grading permits could be issued in advance of final plat approval and MNDOT approval but that upon receipt of MNDOT approval, the City would release the final, approved plat for recording. Given the timing of the Project, and potential weather concerns, the Applicant is eager to start grading the site as soon as possible.

On behalf of Applicant, we appreciate the Planning Commission consideration of the above comments.

Very truly yours,

WINTHROP & WEINSTINE, P.A.

*/s/ Katherine A. Johnson*

Katherine A. Johnson

cc: Tami Diehm (via email)
Willy Boulay (via email)
Mike Hudson (via email)
Sterling Black (via email)

22819520v1

River Valley Dance Academy
3700 North Chestnut Street | Chaska, Minnesota
www.rivervalleydanceac.com | (952)368 - 2300

November 9, 2021

In regards to the proposal before the Chaska Planning Commission for the development of the property previously utilized as the Oak Ridge Conference Center:

The magnitude of this project warrants additional consideration as to the impact it will have on the existing and longstanding businesses in the area. The Chaska Planning Commission, the Chaska City Council, the Carver County Board of Commissioners and Minnesota Department of Transportation have an obligation to not only find solutions to help this project move forward, but to also take this opportunity to develop a solution that encompasses solutions for businesses that will be negatively impacted.

## Considerations that can't be overlooked:

1) There is a driveway north of the proposed roundabout at Peavey and Hwy 41 on the east side of the road. The only image that shows this driveway and the adjacent businesses is the Engineers Memo in the supporting documents. It is important that you do not forget these businesses, and we ask you to consider the impact the current proposal will have on these businesses.

2) Efforts over the years have eliminated uncontrolled intersections on the stretch of Hwy 41 from Hwy 212 to Hwy 5. My assumption is to increase traffic flow and reduce the potential of accidents resulting in uncontrolled interesections. Prior to this proposed development, only three uncontrolled intersections remained: Oak Ridge Conference Center, Peavey Road, and the entrance that services TreeHouse, River Valley Dance Academy, Edwards Sales, and Precision Heating and Cooling. After this development, only the latter intersection will remain uncontrolled.

3) This business entrance will be detrimentally impacted by the proximity of the development and the increase in northbound and southbound traffic as shown in the traffic study. While understandably the solution being proposed is the best for the proposed development, the magnitude of the change in traffic patterns as a result of the development impacts the remaining businesses exponentially resulting in unwarranted collateral damage to these businesses.

4) Two of these businesses (River Valley Dance Academy and TreeHouse) serve young people whose driving skills will be challenged by these extraordinary circumstances. This has already become increasingly difficult with the removal of the traffic light at Lyman. No longer are there controlled breaks in traffic that allow for safer entering and exiting.

5) The other businesses have delivery trucks and semi-tractor trailers that enter and exit on a regular basis. The increase in traffic will magnify the safety concerns for those travelling on 41 and the professional drivers servicing these businesses.

6) River Valley Dance Academy and TreeHouse peak operations coincide with the timeframes that the traffic study shows as peak for additional traffic.

7) Cars northbound on 41 attempting to turn left to enter these businesses have an allowance for two lanes to bypass the cars waiting to turn. Due to the increase in traffic, this allowance will likely not be sufficient. It only allows for approximately 2.5 cars or one semitruck that is waiting to turn. With additional traffic, the back-up could easily impact the circle because of the close proximity between the entrance and the circle.

8) Cars southbound on 41 turning into the business have limited visibility when approaching the driveway. This appears to result in sudden stops into the driveway. The rate of accidents will increase with additional traffic.

9) Visibility of this driveway is already impaired. Will the development of the circle make the sightlines better or worse? The increase in traffic will already reduce the reaction time necessary for a safe entrance or exit even for the more experienced drivers.

10) Just to the south of the driveway, the proposal show traffic merging from two lanes to one as traffic exits the circle. Will this merging result in additional distraction just before coming up the driveway entrance?

11) The proposal in place for this development and the impact it will have on entering and exiting the adjacent businesses will result in creating an inaccessible island where these three buildings are currently located, not only now but for any development in the future if a better solution is not incorporated in the current plan.

## Possible Solutions:

While I do not consider myself an expert in these areas, it would seem that as a result of this new development, remedies need to be incorporated so that the nearby businesses are not unduly impacted, and safe passage is assured for the residents of Chaska and Carver County who utilize these businesses. It would appear that two possible solutions exist; controlling the one remaining uncontrolled intersection, or find a creative solution to allow for a different entrance/exit for those businesses:

1) How do we control the current entrance so that safe entry and exit are allowed for those businesses and their customers? Does it warrant a traffic light or an additional circle?

2) If that driveway can not be successfully controlled, could the entrance to those properties be shifted to the south-end of the properties with allowances made to the design of the circle to allow access from the Peavey/41 circle?

Identifying a solution cannot be delayed. Disruption to these businesses will certainly occur in the development of Oak Ridge property, but solutions incorporated at the beginning of this process rather than a second disruption in the future would be preferable for all parties.

## Closing note:

While some may feel that my concern for the safety of those entering and exiting Hwy 41 may be overstated, in February of 2018, I received a call from my wife, Jocelyn (owner of River Valley Dance Academy), that she had been violently rear-ended by a distracted driver as she waited to turn left into the studio. Fortunately, no one was hurt. Her car was totalled. The rear passenger tire was nearly torn from the chasis. I'm thankful (and amazed) that her car was not pushed into the oncoming traffic that would have certainly resulted in a worse outcome. This isn't the only accident that has occurred at this uncontrolled intersection. Again, we're thankful that tragedy has been averted, but the odds are not in our favor as the traffic increases. Thank you for considering a solution that encompasses the concern that have been raised.

Robert Braudt
Treasurer/Officer of River Valley Dance Academy, Inc
Managing Partner in Chaska Chan Holdings, LLC that owns 3700 North Chestnut Street, Chaska
RevRobertBraudt@yahoo.com
(612) 839-2111

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
## 12/20/2021

**Subject:** **Oak Creek (fka Sagewood 3rd) and Clover Field Apartments - Concept Plan**

Applicant: DR Horton and Chaska Investments

Location: North of Engler Boulevard/Co Rd 10, west of Clover Preserve Drive; west of Clover Ridge Drive, south of the Twin Cities & Western Railroad

Case No.: 2021-20

Synopsis: Applicant seeks to obtain approval of a 107 lot development on 52 acres of land in the orderly annexation Laketown Township area (Oak Creek), and a 162-unit apartment building on approximately 10 acres of land just west of Clover Ridge Drive and south of the Twin Cities and Western Railroad (Clover Field Apartments)

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution

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**BACKGROUND**

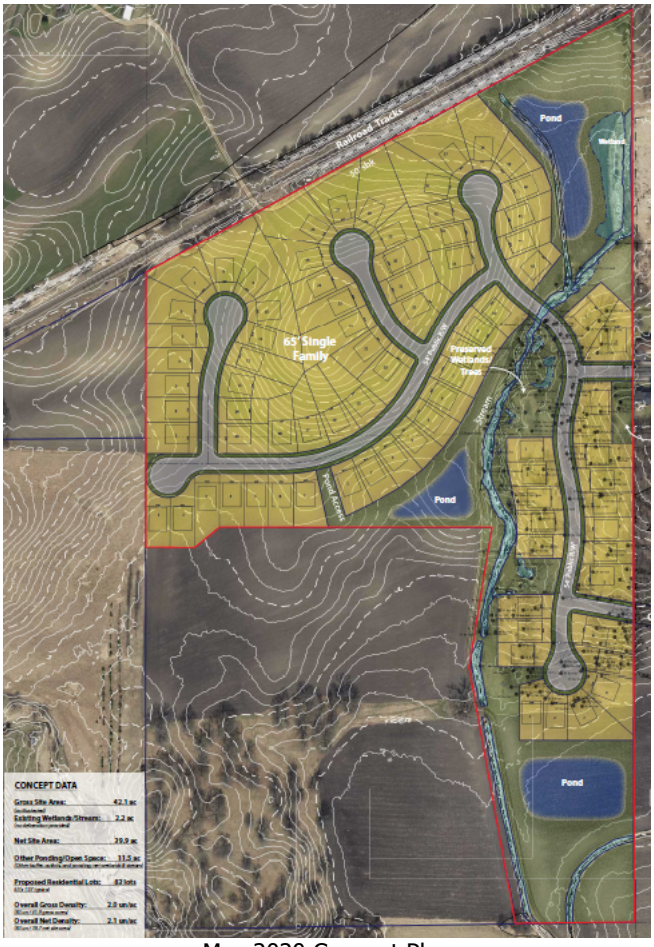
At its May 15, 2000 City Council meeting the Clover Ridge Concept Plan was approved. The Concept Plan showcased an assortment of housing and densities throughout the development, which included the portion of Kelzer's site that is being looked at tonight.




In July of 2002 the Final Plat for Clover Preserve 2nd Addition was approved, which encompassed the lots on Sophia Drive and a street stub that ended at the Chaska-Laketown Township border. Several signs were put along the edge of Sophia Drive and Kelzer's land to inform residents that the area will be developing.

In May 2018 the concept plan for Sagewood was approved, which encompassed the 1st and 2nd additions. The 1st and 2nd additions were the extension and termination of Clover Field Circle, and the extension of Clover Preserve Lane up to the western border of Chaska abutting Laketown Township. The Final Plat for Sagewood was approved in October 2018, and the final plat for Sagewood 2nd was approved in April 2019.

In May 2020, the original concept plan for Sagewood 3rd was approved that showed the westerly extension of Clover Preserve Lane and Sophia Drive into the orderly annexation area of Laketown Township. 83 lots on approximately 42 acres were shown in this concept plan. Concerns were raised regarding development access, traffic, tree preservation, and school capacity. The developer was specifically asked to explore more development access opportunities. A copy of the May 2020 Concept Plan is shown on the next page.



May 2020 Concept Plan

Tonight we are looking at a revised concept plan of Oak Creek (fka Sagewood 3rd addition), which includes a 107-lot development on 52 acres of land, plus the inclusion of a 162-unit apartment building on Clover Ridge Drive. A new road extension is also shown to connect into Clover Ridge Drive across from Romeo Court that will provide an additional means of ingress/egress out of the single-family development, which is reactionary to the comments received during their May 2020 review.

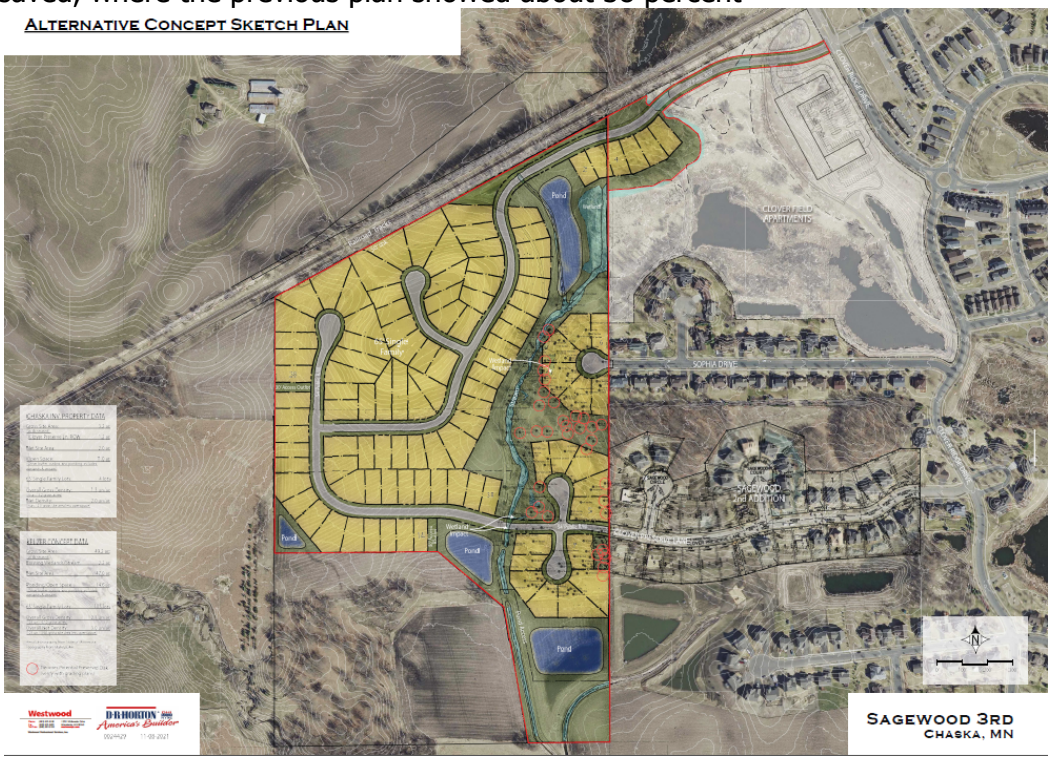
**CHANGES SINCE MAY 2020 CONCEPT PLAN**

The developer has worked on multiple items while preparing for the resubmittal of their concept plan. The following changes have occurred since the May 2020 concept plan approvals:

- New development access; the new access is shown parallel to the railroad lin that will connect into Clover Ridge Drive across from Romeo Court. This new access will run across land owned by Chaska Invesments, and is a reactionary inclusion based on the May 2020 feedback. The goal in creating the northerly connection is to encourage traffic to use the collector road system within the surrounding neighborhood to reduce the impact on the local roads.
- 107 lots on 52 acres of land; the new plan is showing a proposal to increase the lots and acreage of the development. The original concept plan showed 83 lots on 42 acres. The main reason for this increase is to help pay for the cost of the new development

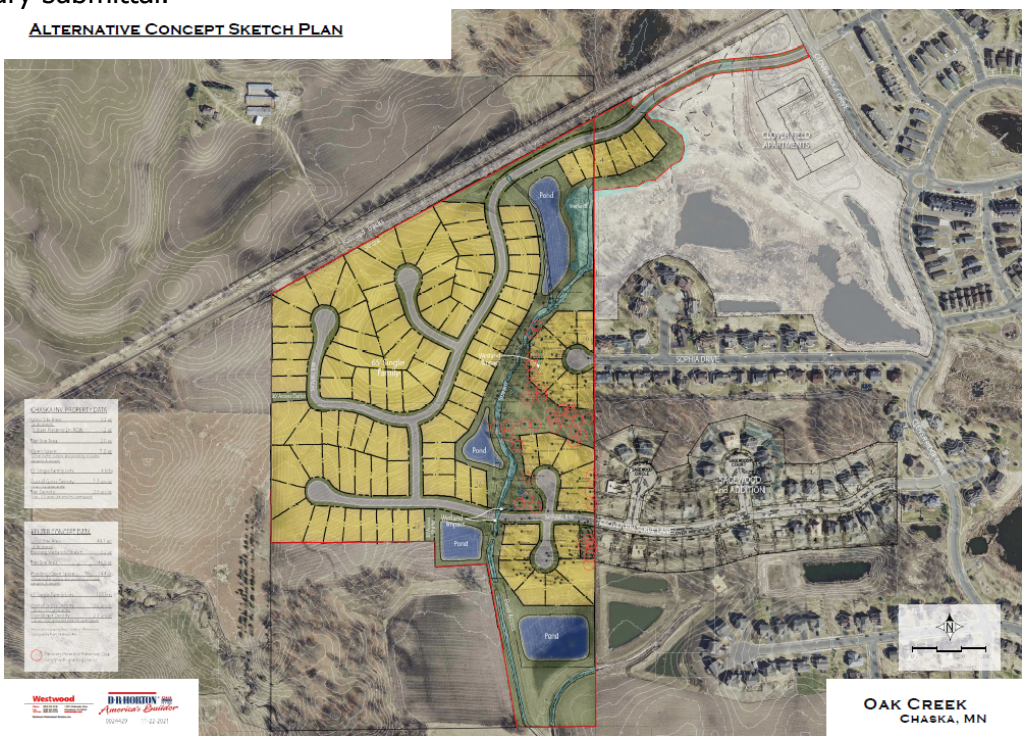
access. 7 additional acres are coming from Kelzer's property, and 3 additional acres are coming from Chaska Investment's property.

- 162-unit apartment; the new plan is showing the inclusion of a 162-unit, four-story (with 2 underground parking levels) apartment building. The apartment site is being proposed by Chaska Investments and is located on the same parcel of land that the new development access is proposed on. Securing the property for Oak Creek's new development access is dependent on a concept plan approval of Clover Field Apartments, which has been submitted concurrent with this application. The plan to include the apartment building is to understand how an additional access out to Oak Creek can work while providing a viable site for an apartment. The new access was provided to address feedback from the original Sagewood 3rd concept plan. The proposal for an apartment use is not new, nor, unplanned for on this site. The Clover Ridge concept plan has contemplated that this area will have an apartment use since its inception. It should be noted that the developer of the apartment site has no intentions to build this apartment immediately, rather they are wanting to generally understand the initial feedback, and set the stage for later when they do plan to pursue this use.
- Sophia Drive Cul de Sac; as a result of the new development access, a cul de sac is proposed at the end of Sophia Drive. The previous concept plan showed this road extension through the Oak Creek/Sagewood 3rd development. Clover Preserve Lane still plans to be extend westerly into the development, which was intentional since utilities will be extended from this point. The proposal for a cul de sac also only creates one creek crossing as opposed to two, thus limiting wetland impacts. **Response to feedback from concept plan in 2020.**
- Tree Preservation; greater preservation of trees can be achieved with the revised concept. The 2020 plan had 23 lots within the wooded area and the current plan has 18 lots. A preliminary review anticipates approximately 51 percent of the trees being saved, where the previous plan showed about 38 percent

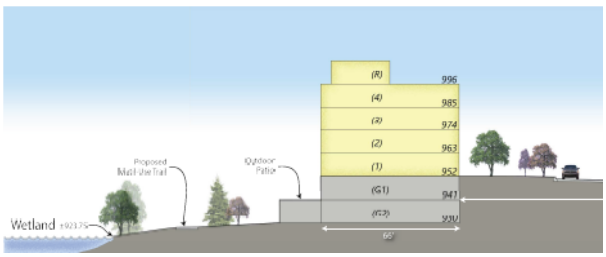


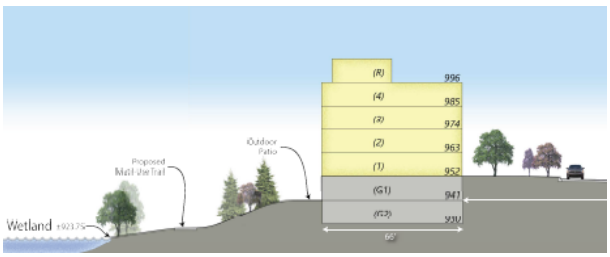
**Neighborhood Meeting November 18, 2021:**
DR Horton and Chaska Investments conducted a neighborhood meeting for their concept plan on November 18, 2021. They have provided a summary of this meeting as an attachment in the packet. In sum, there were concerns on traffic, access, and building height for the apartments. As it relates to traffic the developer will be required to do a traffic study to submit at preliminary (see condition #23); to access, the traffic study will also evaluate the access plan. The developer has also modified their plan since the Neighborhood Meeting to show a re-orientation of the north-south connector between Clover Preserve Lane and the northwesterly lots of Oak Creek (see below). This modification was done to help influence vehicles to take the northerly access road to Clover Ridge Drive versus using Clover Preserve Lane. To building height for the apartments, the developer has provided a revision to their plan since the meeting to show that the 2nd level of underground parking will be completely underground (see below). The landscaping on the western edge will be raised up as a result of this change, which would then screen more of the exposed vertical building to the residences along Sophia Drive.

The applicant will also have an opportunity to address more on these concerns in their preliminary submittal.



November 22, 2021 Concept Plan – MOST RECENT PLAN SUBMITTED FOR CONCEPT ANALYSIS



Clover Field Apartments (Left: November 8, 2021 Section Drawing, Right: December 1, 2021 Section Drawing)

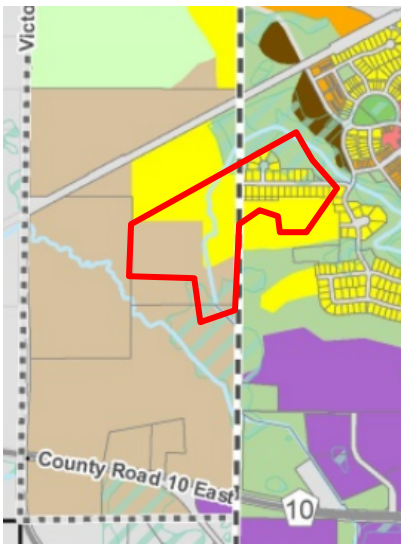
## Project Goals

The goals of the Oak Creek project include the following:

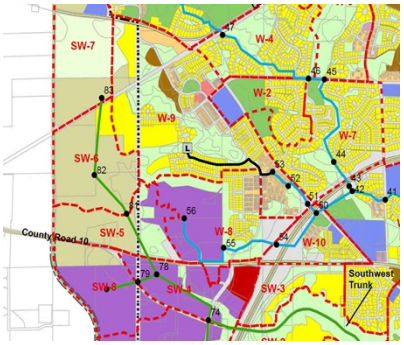
- Providing a seamless transition of road and pedestrian connections
- Housing design and lot sizes that will complement the existing 2-story homes on larger lots
- Creating a neighborhood layout that is sensitive to the existing conditions, including availability of utilities, natural grades and drainage patterns
- Preservation of trees and buffer to existing homes.
- Enhancement of a small community feel

The goals of the Clover Field Apartments include the following:

- Provide Chaska and Clover Ridge an upscale residential complex
- Integrate the project into the neighborhood with connections to the current pedestrian sidewalk system and expanding the nearby trails
- Use the natural amenities, such as the wetland, as a focus for the development
- Provide a welcoming place that promotes an active and healthy lifestyle




Excerpt from 2040 Land Use Plan

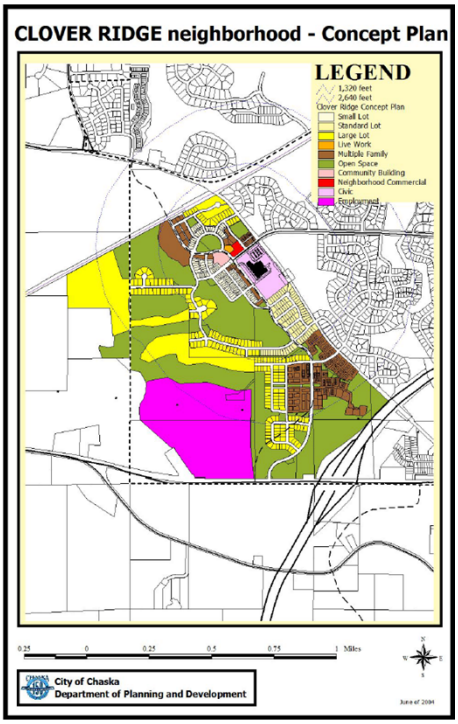



Sewer Plan

## Comprehensive Plan & Clover Ridge Concept Plan

The Comprehensive Plan guides these areas to be Low Density Residential, High Density Residential, and Open Space. The proposal tonight is consistent with this guidance. The Clover Ridge concept plan also guided these areas to be standard lot residential and multi-family residential, which the proposal is consistent with.

The Clover Ridge neighborhood was approved in May 2000. In September of 2002 it was amended to show that the Kelzer site to the south would be developed for Employment (ie. Business Park), and the Kelzer site to the west would be developed for Low Density Residential as shown in the red outline of the attached Clover Ridge Concept Plan. This amendment was due as a result of an assessment agreement between the City and the Kelzer family. The delineation of this low-density residential area was dictated by the sewer capacity that could reach those limits. See sewer plan to right for reference.



Use of the Comprehensive Plan

The primary use of the Comprehensive Plan is to be a general policy document for future growth and development within the City. Comprehensive Plan's are not binding, but rather guiding tools when development comes in. Chaska's Comprehensive Plan is intended to be flexible and responsive to changing conditions. It needs to be continually referenced, updated, and used as a guide. It functions as an overall course or path, and is intended to provide direction, rather than dictating specific activities or precise decision-making.

To that end, when development comes in, plans are looked at more closely and with more technical information to understand the raw details of a specific site (developability vs non-developability). The details that emerge from plans (i.e. wetland and wooded steep slope delineations) may differentiate from the layout/lines of the Comprehensive Plan. It is common, if not practical, that sites layouts, and lines, may change slightly from what the Comprehensive Plan shows based on what technical information reveals. Comprehensive Plans are not binding for that reason.

As it relates to this project, the Comprehensive Plan shows that the subject area is guided to be Low Density Residential, High Density Residential and Open Space. The developer has completed a wetland delineation report that reviewed the wetlands on site. The conclusion of this report showed that there were buildable areas where the Comprehensive Plan showed Open Space. This would be an example of technical data differentiating from the layout of the Comprehensive Plan.

## CURRENT PROPOSAL

Concept Plan approval is being requested of the Oak Creek and Clover Field Apartments project. The 107-lot Oak Creek proposal on approximately 52-acres of property is located north of Engler Boulevard/County Road 10 and west of Clover Preserve Drive and Sophia Drive. This new addition will be in the orderly annexation Laketown Township area.

The 162-unit Clover Field Apartment building on approximately 10 acres of property is located west of Clover Ridge Drive and south of the Twin Cities & Western railroad. The apartment building project is running concurrently with Oak Creek project since the property it is located on is the same where the proposed new Oak Creek development access is going.

## OAK CREEK (DR HORTON)

### Adjacent properties

The site is bound on the north by the Twin Cities & Western railway and Steve Kelzer's farm property; to the west by Victoria Drive (CR 11), the Brose family farm and the remaining portion of Kelzer's land; the south by Kelzer's farmland, land owned by Cal Haasken, and the homes on Sophia Drive; the east by residential in Clover Ridge and Sagewood.

### Existing Conditions

The nearly 50-acre site is located to the west of the Sagewood and Clover Preserve neighborhoods and south of the Twin Cities & Western Railroad line. The site, currently used for agricultural purposes, is in the orderly annexation area of Laketown Township and subject to

annexation by the City (the "Kelzer Property"). The site naturally drains to the creek located along the west side of the side and ultimately off-site to the south.

The southerly portion of the Kelzer Property contains an area of trees. A tree survey indicates approximately 207 trees of varying sizes and species that are evenly distributed throughout. The majority is Oak. The remaining species include a combination of Cedar, Basswood, Ash and Elm among a few others. The average size of these trees are averaging around 20-35 inches in caliper. There is also a 'Heritage Tree' noted on the southwest corner of the site outside of the development area. This tree has been noted as one of the oldest trees in the community, and plans to remain.

Poor soils were noted on the southerly most tip of the subject site. Because of this the developer will be looking at this area for ponding.

A Notice of Determination of wetlands on the Kelzer Property was received November 2019 and it was determined that there are 10 wetlands on the site. The wetlands range in size from 158 sq. ft. to 21,953 sq. ft. A small creek also transverses the site from north to south. The current concept plan avoids most of the wetlands on the Kelzer Property.

**Land Use**

The proposed Oak Creek consists of 107 single family lots with a typical lot size of 65 feet wide by 140 feet deep. Minimum setbacks are proposed to be consistent with those approved for Clover Preserve and Sagewood: front setback of 26 feet, side setback of 5 feet, corner lot side setback of 26 feet and rear yard setback of 20 feet.

The parcels of land that the Oak Creek project encompasses is currently zoned Open (O), which is a 'holding zone' until it develops. 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 an extension of Clover Preserve Lane as well as a new access from Clover Ridge Drive near its intersection of Romeo Court. This will create a looped road system to address the traffic concerns discussed as part of the original concept plan from 2020. Sophia Drive is planned to include a cul de sac with 6 homesites. Sidewalks will be an extension of the existing conditions on Clover Preserve Lane.

A private neighborhood park is planned for the site in a location to be determined, but likely centrally located near the creek. Park amenities will include a play structure and seating.

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

- Site Access. As revised from the 2020 concept plan, access is being created from Clover Ridge Drive parallel with the rail line. Additionally, Clover Preserve Lane will be extended from the existing Sagewood neighborhood.

- Existing Terrain and Creek. The site naturally drains to the creek located along the west side of the side and ultimately off-site to the south. It is this feature that influenced the design of separate north and south areas with ponding located throughout the site.

- View sheds. The topography of the site is such that the north portion sits higher than the south. This creates open sight lines to the south and west. The design takes advantage of this feature by providing a majority of the homes with desirable views. Those homes that face the north or east will benefit from the pond or wooded views.

- Tree Preservation. There is a large grove of trees located in the south area of the site. The site layout is sensitive to this feature and therefore accommodates preservation of trees. A more detailed analysis of tree preservation will take place at the time of preliminary plat.

- Utilities. Water & sewer is stubbed to each access point on the east. The site's layout is influenced by the extension of these utilities. A sanitary sewer lift station will be needed to serve this site. The final location of the lift station will be completed at the time of Preliminary Plat.

- Railroad. The Twin City and Western Railroad has a set of tracks along the north boundary of the site. Additional buffer and setback for lots that back the railroad tracks will be required. Due to the grade differential adjacent to the tracks, varying approaches to screening will include berming and landscaping.

- Farm Access. Currently, the land owner accesses the site for farming via a driveway over the railroad tracks. Upon development of the northerly portion of the site, farm access will be rerouted through the public road system to access the southerly & westerly retained parcels.

**Transportation/ROW/Construction Traffic**

The Concept Plan proposes to provide for a network of internal residential roadways with connectivity to arterial roadways. Specifically, Clover Preserve Lane is extended to the west to provide access to the south portion of the proposal. A street extension over the creek will provide access to the westerly portion of Kelzer's land, which will then terminate into several cul de sacs. In addition, a new development access is proposed from Clover Ridge Drive, parallel with the railroad, that will connect into the internal road system of Oak Creek.

The current concept plan appears to show road right-of-way widths (54 feet) that are consistent with the designs in the existing Clover Ridge and Sagewood developments, which is smaller than the City's typical 60 foot wide ROWs. City crews have evaluated this change in the 1st and 2nd additions of Sagewood and have determined that the 54 foot wide ROW is acceptable to carry through and provide more of a seamless approach to the existing neighborhoods.

A traffic study will be required to understand the traffic impacts of the 107 lots, and will need to be submitted at preliminary submittal. Concerns have been raised in terms of how the

proposed development will impact the existing neighborhoods and street systems. The traffic study will aim to understand those concerns more.

Construction traffic needs to be evaluated for routes into this new development. The developer will have to work with the City Engineer to determine an appropriate route through the existing Clover Ridge and Sagewood developments. The developer has previously worked with staff to properly direct construction traffic through their existing phases, and they have been quite receptive to comments and concerns. A construction traffic plan should be submitted for review in the preliminary submittal.

**Utilities**
Sewer and water utilities are available. Water and sewer are stubbed to each access point on the east. The site's layout is influenced by the extension of these utilities. A sanitary sewer lift station will be needed to serve this site. The final location of the lift station will be completed at the time of Preliminary Plat.

**Stormwater**
Stormwater ponding is proposed as a part of this proposal on the south side of the site, center of the site just west of the creek, and north of the site. It will be required that the developer provides adequate maintenance access into these areas to be shown during their preliminary submittal. Stormwater ponding will have to meet all Carver County WMO and City standards.

**Phasing**
The phasing of the project has not been determined yet, but the site will be developed in multiple phases depending on a number of factors such as market demands and local lot absorption. The timing will also depend on the developer's ability to annex the area into the City of Chaska.

**Setbacks**
The setbacks will be consistent with Sagewood 1st and 2nd. Namely, the front yard setback should be no less than 26 feet. The rear yard setback should be 20 feet. The side yard setback should be 5 feet. Corner lots should have a side yard setback of 26 feet.

In addition to these setbacks, there are other setbacks that may apply to this site. See below:

| SETBACKS | |
|---|---|
| **Direction** | **Setback** |
| Wooded Steep Slopes | 50 feet building setback and 30 feet no grade/no mow setback |
| Wetlands | 30 feet |
| Railway | 50 feet |

**Architecture**
DR Horton will be the sole builder in this development. The proposed homes will be 2-story single family designs, which are like those in the current Sagewood neighborhood. DR Horton anticipates offering approximately 7 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 will also be similar to homes in Sagewood, starting in the lower to mid $500,000s. A sample of the home designs accompany this application.



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 has been very successful in the recent past with the result of neighborhoods with varied housing design and architecture.

**Trails & Sidewalks**

There are no trails proposed as a part of this development nor are there trails called out for this area in the Comprehensive Plan. Because of this the developer will be required to pay trail fees, which will be wrapped into the Developer's Agreement.

The concept plan is proposing to include sidewalks. 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. It will also be important to further evaluate a potential sidewalk (or trail) breakthrough on the Sophia Drive cul de sac proposed. The lots just west of Sophia Drive may find it advantageous for a pedestrian connection to occur here so that there is faster connection to Clover Ridge Elementary.

**Screening, Landscaping & Tree Preservation**

Because this development abuts the Twin Cities and Western railway on its northern edge it will be important that the homes that back up to this use have adequate screening. Typically a mix of deciduous and coniferous trees with a level of berming is the best practice adjacent to railways. The applicant will have to show in their preliminary landscape plan how this screening will be achieved.

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 an important piece of this development, specifically in the southeast area where significant trees are present. The applicant has already conducted a tree survey. As noted previously, there are 207 trees surveyed which are mainly oak trees ranging from 20-35 inches in caliper. The developer has already started to show certain areas for tree preservation on the proposed site. Specifically, an outlot for tree preservation is shown on the east edge of the site that seamlessly connects to the tree preservation area of Sagewood. Another outlot for tree preservation is shown between the proposed lots south of Clover Preserve Lane and an existing Sagewood lot. From a high-level perspective, staff believes the applicant has provided a good first look at tree preservation. There are also a good portion of beautiful oaks that speckle the yards of some of the more easterly lots that staff would like the applicant to further evaluate for preservation. Sagewood 2nd addition preserved some rear yard

trees through the use of a conservation easement. This same practice could be carried into Oak Creek to help preserve more trees that fall outside of outlots or future City-owned areas. The developer will have to provide a tree survey and a tree preservation plan during their preliminary submittal.

It should be noted that there is a cottonwood tree on the southwest tip of the subject site that has been deemed as one of the City's oldest cottonwood trees; it is pictured in the image on this page and is located just south of one of the southerly ponds outside the project limits. The developer has stated that this tree is not incorporated into the development and will remain preserved.

**Private Amenity Area**

A private neighborhood amenity area is planned for the site in a location to be determined, but likely centrally located next to the creek. Private amenities will include a play structure and seating. The developer will have to show in their preliminary submittal the final location for the amenity area and how it will be programmed. It should be noted that the area shall go in a location that will not impact the preservation of trees.

Although this plan is proposing their own amenities, it will still be required of the developer to pay park dedication fees since the area proposed will be private.

The incorporation of this private amenity area is based on precedence from the existing Sagewood development. When Sagewood 1st and 2nd were approved they opted out of being in the Jonathan Association. Because of that, the development decided to create their own private amenity area so it would not negatively burden the Jonathan Association amenities nearby. The same appears to be done here.

**Jonathan Association**

During the reviews of Sagewood 1st and 2nd additions it was discussed whether or not Sagewood would be incorporated into the Jonathan Association, which is a Homeowners Association that encompasses the area over Clover Ridge. At that time the developer had the choice of either opting to be in the Association or create their own and provide their own private amenity area. The developer opted for their own private amenity area and the creation of their own Homeowners Association. As this new extension from the Sagewood development is mostly in the orderly annexation area of Laketown Township, it is not required to be a part of the Jonathan Association by location. The developer has indicated that they wish to create their own Homeowners Association, separate from Sagewood's.

**Annexation**

The subject site is currently located in the orderly annexation area of Laketown Township. This orderly annexation area was put in place in the 1980's to have zoning control over the areas that will be added to the City of Chaska in the future. The developer will have to annex the area into the City before they can come back for further approvals, such as preliminary plat and final plat. The developer will be responsible for all annexation fees.

**CLOVER FIELD APARTMENTS (CHASKA INVESTMENTS)**

**Adjacent properties**
The site is bound on the north by the Twin Cities & Western railway; to the west by the proposed Oak Creek development; the south by the homes on Sophia Drive; the east by residential in Clover Ridge.

**Existing Conditions**
The proposed apartments will occupy approximately 9.9 acre parcel on the eastern edge of a 27.9 acre parcel located west of Clover Ridge Drive. The site consists of an open field and green space which offers beautiful unobstructed views of the central wetlands area. Access to the wetlands currently exists for maintenance and will continue to be provided.

A Notice of Determination of wetlands for the access area on the Chaska Investment Property was received November 2020. This site contains a large wetland complex with various upland areas. Impacts to the wetlands will be identified with the preliminary plat.

**Land Use**
The parcel of land that the apartment site is on is current zoned Planned Multi-Use District (PMD-15), which is the zoning regulations for Clover Ridge. The apartment use fits the guidance and zoning set up on the site.

**Layout**
The apartment site will be directly accessed off the west side of Clover Ridge Drive. The proposed development access road to Oak Creek will run along the north edge of the apartment site. Another access to the apartment site is shown off of this new development access road. The building is U-shaped and will surround the surface parking lot that faces towards Clover Ridge Drive. An addition proof of parking area is called out on the south side of the building. The underground parking will be accessed on the north and southeast sides of the building.

**Building Design & Height**
The building is U-shaped with the front façade facing Clover Ridge Drive. The building will contain 162 units. These units will be a mixture of one and two bedroom units. There will be two levels of underground parking which will provide a minimum of one stall per unit with additional surface parking.

The building will make use of the existing site slope from east to west to provide for the complete burying of the G-2 level of the under-building parking. The G-1 level will be exposed on the west side an provide a landscaped patio area outside of the proposed lounge/party facilities located on this level. The project will appear to be a 5-story apartment building from the west with a small penthouse enclosure to access the roof top patio area. The sloping site will generally cover much of the G-1 level apart from the west elevation and landscaped patio area. The G-2 level will be totally covered, apart from the access point at the NW corner of the building.

General wall materials will consist of window systems, composite siding, and masonry. Accents of balconies will add texture and depth into the facades. The City of Chaska has certain building design and material requirements for multi-family residential buildings. A portion of it is stated as follows:

*"Multi-family buildings shall use at least three (3) Class I materials and shall be composed of at least eighty (80) percent Class I materials, and no more than five (5) percent Class III materials*

The applicant will have to show in their preliminary submittal how they will meet this requirement. An item of note is if stone is used the stone needs to be natural stone in order to be classified as a Class I material. If brick is used it needs to be a full face modular brick in order to be classified as a Class I material.

The building's exterior appearance appears to show a well-balanced application of materials and depth. Given that this building will have high visibility on all of its sides, staff would advise that 360 degree architecture is achieved throughout the building. The west façade, given its long length and exposure, would be an area that needs additional attention in order to incorporate articulation and breaks within the massing. Since the outdoor patio area will not necessarily extend for the whole length of the west façade, there could be additional opportunities to be explored that can help soften up this wall. Exploration such as grading alternatives and landscaping are just a few opportunities that could be explored. In addition to that, the building will have to show how it fits into the context of Chaska.

*Height & Building Separation from Adjacent Uses*

The building's height was brought up as a concern during the Neighborhood Meeting that occurred on November 18, 2021. At the time of the meeting the section drawing of the building showed that both underground parking levels would be exposed on the western edge (facing the wetland and Sophia Drive residences). The applicant has since modified the plan to completely cover the 2nd level of underground parking.

Per definition, building height is *"the vertical distance measured from the curb level to the highest point of the roof surface of a flat roof, to the deck line of mansard roofs, and to the mean height level between eaves and ridge of gable, hip and gambrel roofs. For buildings set back from the street line, the heights of the building shall be measured from the average elevation of the finished grade along the front of the building, provided its setback from the street line is not less than the height of such finished grade above the established curb level."*

The proposed building is setback at least 60 feet from the street line. Simply put, the measured height for this apartment building would be the vertical line on the front (east) façade between grade and the top of the highest point of the roof, which is 44 feet (not including the elevator shaft).

For comparison, other apartment buildings within Clover Ridge are also four stories tall (i.e. Cloverfield Marketplace and Clover Condominiums). The Cloverfield Marketplace building is 55

feet at its tallest point (gabled roof portion), however measures out at 47.5 feet per definition. The Clover Condominiums building is 47 feet at its tallest point.

For further comparison, Lake Jonathan Flats is 87 feet from its lowest elevation to the top of its elevator shaft. This building is located on Lake Jonathan adjacent to a public trail.

As it relates to apartments located near other single-family residential, there are other examples of this within the Clover Ridge development area. The Clover Ridge development's intent was to provide for a variety of housing and densities within. Many areas have a strong mixture of housing located side by side. Below is an example and its distance from single-family to show perspective, and to show that this type of layout is not uncommon, especially in Clover Ridge.



(Above: Proposed Clover Ridge Apartments to Single-family residential)



(Above: Single-family home adjacent to Clover Field Condominiums)

**Setbacks**
Namely, the front yard setback should be no less than 30 feet. The rear yard setback should be 20 feet. The side yard setback should be 20 feet. Corner lots should have a side yard setback of 20 feet. In addition to these setbacks, there are other setbacks that may apply to this site. See below:

| SETBACKS | |
|---|---|
| **Direction** | **Setback** |
| Wooded Steep Slopes | 50 feet building setback and 30 feet no grade/no mow setback |
| Wetlands | 30 feet |
| Railway | 50 feet |

| PARKING SETBACKS | |
|---|---|
| **Direction** | **Setback** |
| ROW | 10 feet |
| Interior Property Lines | 5 feet |

**Parking/Access/Circulation/Traffic**
334 parking spaces are proposed as a part of this project; 258 underground stalls and 76 above ground stalls. The following chart summarizes the overall parking demand on the site, based on the approximated sizes of the conceptual uses.

| Uses | Approx. Size | Code Req. | Est. Parking Req. |
|---|---|---|---|
| Multi-Family Res. | 162 dwelling units | 2ps/dwelling unit | 324 parking spaces |
| | | **REQUIRED** | **324 parking spaces** |
| | | **PROVIDED** | **334 parking spaces** |

According to this table the applicant is meeting the required amount of parking spaces needed for the proposed use of the site.

The access into the site will be from two ingress/egress points. The primary access will come directly from Clover Ridge Drive on its edge. The second access will come from the north on the proposed road extension coming from Oak Creek. This road extension will line up with Romeo Court to the east. The underground parking lot and surface parking lot can be accessed from this ingress/egress point.

A traffic study and construction access plan will be required for this project, and will be necessary at preliminary submittal.

**Pedestrian Connections**
Sidewalks currently exist on both sides of Clover Ridge Drive. A public trail extends off the westerly sidewalk as it nears the Twin Cities and Western railroad. Another multi-use trail stubs

southeasterly of the apartment site. The developer is showing to extend this trail to connect into the proposed northerly road extension as well as internal sidewalks within the apartment site. The trail will also connect into the sidewalks that will be installed with the northerly connection road. These added trail and sidewalk connections will be an added amenity for the apartment residents and Clover Ridge residents.

**Landscaping**
The table below indicates the landscaping requirements for this site:

| LANDSCAPING REQUIREMENTS & PROPOSED | | |
|---|---|---|
| | **Required** | **Proposed** |
| Overstory Trees | 564 caliper inches (182 trees) | unknown |
| Understory Trees | 46 | unknown |
| Shrubs | 150 | unknown |

The applicant will have to show in their preliminary submittal how they meet these requirements.

Staff would like to point out that the west end of the site will need to provide screening to help soften the building edges to the westerly residents. The applicant is showing a layer of trees will be installed between the trail and outdoor patio/western façade area. Screening should also be achieved between the parking lot edges as it faces residential to the east.

The outdoor patio areas shall also be focused on for landscaping provisions. Specifically, show how the landscaping can beautify the space and make it a place for residents to want to come to.

**Usable Open Space**
Multi-Family residential building sites are required to provide sufficient, usable open space, which is defined as defined as "a portion of a lot which provides the purpose for outdoor recreation, scenic amenity, and/or shared exterior space for people to gather and use". A minimum of 15% of the gross site area shall be shared open area. The applicant will have to show in their preliminary submittal how they meet this requirement.

The applicant is currently showing one outdoor patio spaces on the west side. In addition, their plans are showing a rooftop deck, similar to what is found on Lake Jonathan Flats. They will have to provide detailed specs in the preliminary, plus details in the narrative, on how these spaces will be programmed.

**Lighting**
Any lighting proposed for this plan should be fully screened and face downward. The applicant will have to show in their preliminary submittal the photometrics and specs for all lighting proposed. Light poles shall not exceed 25 feet in height.

**Utilities**
Water and sewer are available to serve this site.

**Stormwater**
The applicant will work with the City to determine the drainage necessities for the site. The applicant is showing an infiltration pond on the north side of the site just north of the extension road.

**OVERALL PROJECT**

**Development Costs (Infrastructure Improvements)**
The City of Chaska has a number of area-wide development cost such as, but not limited to:

- 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.

**Wetland Donation**
Being that there is a large wetland complex on this site, there is a question on what happens with the remnant wetland moving forward. It is not a requirement for developers to give wetlands to the City once a development moves forward. That is up to the developer. In some instances, these remnant areas are donated to the City as developers do not see a need to keep them. The City would be open to this opportunity if the developer wishes to donate. That would be determined as a part of the preliminary and/or final plat portions of this project.

**PLANNING COMMISSION ACTION TAKEN 12/08/21:**
Motion to recommend to City Council approval of the Concept Plan for a 107 lot development on 52 acres of land in the orderly annexation Laketown Township area (Oak Creek), and a 162-unit apartment building on approximately 10 acres of land (Clover Field Apartments), subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Concept Plan Narrative – Oak Creek (pgs 1-5), prepared by DR Horton, dated November 24, 2021
    b. Regional Context Plan – Sagewood 3rd, prepared by Westwood, dated November 8, 2021
    c. Existing Conditions – Sagewood 3rd, prepared by Westwood, dated November 5, 2021
    d. Site Forces – Sagewood 3rd, prepared by Westwood, dated November 8, 2021
    e. Alternative Concept Sketch Plan – Oak Creek, prepared by Westwood, dated November 22, 2021
    f. Rendered Home Plans (pgs 1-14), prepared by DR Horton
    g. Narrative – Clover Ridge Apartments (pgs 1-3), prepared by Michael Benson, dated November 3, 2021 and updated December 1, 2021
    h. Regional Context – Clover Field Apartments, prepared by Westwood, dated November 3, 2021
    i. Existing Conditions – Clover Field Apartments, prepared by Westwood, dated November 3, 2021
    j. Site Forces – Clover Field Apartments, prepared by Westwood, dated November 3, 2021
    k. Site Concept #01 – Clover Field Apartments, prepared by Westwood, dated November 3, 2021
    l. Site Section A-A – Clover Field Apartments, prepared by Westwood, dated November 3, 2021
    m. Clover Field Apartments Conceptual Site Plan Review (Architectural) (pgs 1-6), prepared by JAmdal Architects, dated November 3, 2021
2. Adherence with the City Engineer's Memo dated December 8, 2021.
3. Adherence to the City's Boulevard Tree Policy and local street section design.
4. Provision that boulevard trees are placed between the sidewalk and street.

5. Provision that boulevard trees are placed throughout the entire boulevard, including corner lot areas, to meet the Tree Policy.
6. Provision of adequate berming and landscaping along north edge abutting the Twin Cities & Western railway to be addressed at Preliminary submittal.
7. Provision to evaluate the tree preservation efforts in private lots of Oak Creek and to be addressed at preliminary submittal.
8. Provision to preserve 'Heritage Tree' on the southwest corner of the Oak Creek site.
9. Provision of sidewalks on both sides of all local streets.
10. Adherence to the following building setbacks for Oak Creek:
    a. Front (house): 26 feet
    b. Rear: 20 feet
    c. Side: 5 feet
    d. Side (corner): 26 feet
11. Adherence to the following setbacks for Clover Field Apartments:
    a. Front: 30 feet
    b. Rear: 20 feet
    c. Side: 20 feet
    d. Side (corner): 20 feet
12. Prior to final plat approval, developer shall enter into an agreement with the City for the provision of necessary infrastructure and associated development costs, including parkland fees.
13. Compliance with the City's anti-monotony and design requirements zoning ordinance (Section 9.28) for Oak Creek.
14. Preservation of the wooded steep slopes, including 30-foot buffer and a 50-foot setback from that wooded steep slope if present on site.
15. Provision to be setback 30 feet from edge of wetlands.
16. 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.
17. Provision of a storm water management plan meeting City and Carver County WMO standards.
18. Provision of a wetland delineation report to be completed and provided at time of preliminary submittal.
19. Provision that adequate maintenance accesses are provided for the stormwater ponds, and to be shown on the plans at preliminary submittal.
20. Provision that the Oak Creek area in Laketown Township will be annexed into the City of Chaska prior to preliminary submittal.
21. Provision to further explore a pedestrian connection/opening through Sophia Drive's cul de sac and to be addressed at preliminary submittal.
22. Provision of a private amenity detail and location within Oak Creek that does not impact tree preservation and to be included at preliminary submittal.
23. Provision of a traffic study for both Oak Creek and Clover Field Apartments to be completed and submitted at preliminary submittal.
24. Provision of a construction traffic plan for both Oak Creek and Clover Field Apartments to be submitted at preliminary submittal.
25. Provision that all mechanical equipment on or around the Clover Field Apartments will be fully screened from view.
26. Provision that if masonry is used that they are natural stone and/or full face modular brick in order to be considered Class I materials.

27. Provision of landscaping along the outdoor patio on the west side of the Clover Field Apartments and to be shown on the landscape plan at preliminary submittal.
28. Provision that the Clover Field Apartments provide 360 degree architecture and to be addressed at preliminary submittal.
29. Provision that Clover Field Apartments' west façade is articulated to help break up the massing, and to be addressed at preliminary submittal.
30. Provision that further exploration is done with Clover Field Apartments' west façade to help soften and cover up its exposure via landscaping and grading modifications (or other modifications) to the greatest extent possible, and to be addressed at preliminary submittal.
31. Provision that Clover Field Apartments meets zoning section 9.11.4.1.1 for Usable Open Space.
32. Provision that section 9 Special Regulations are complied with.
33. Provision that light poles do not exceed 25 feet in height and comply with zoning section 9.24.

**CITY COUNCIL ACTION REQUESTED**

**Motion to adopt Resolution No. 2021-85 approving the Concept Plan for a 107 lot development on 52 acres of land in the orderly annexation Laketown Township area (Oak Creek), and a 162-unit apartment building on approximately 10 acres of land (Clover Field Apartments) (PC #2021-20).**

**CITY OF CHASKA**
**CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE 12/20/2021 RESOLUTION NO. 2021-85**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

**Resolution approving the Oak Creek and Clover Field Apartments Concept Plan/DR Horton and Chaska Investments/PC #2021-20**

WHEREAS, the 107-lot Oak Creek proposal on approximately 52-acres of property is located north of Engler Boulevard/County Road 10 and west of Clover Preserve Drive and Sophia Drive; and

WHEREAS, the 162-unit Clover Field Apartment building on approximately 10 acres of property is located west of Clover Ridge Drive and south of the Twin Cities & Western railroad; and

WHEREAS, the proposed Oak Creek consists of 107 single family lots with a typical lot size of 65 feet wide by 140 feet deep; and

WHEREAS, the current concept plan appears to show road right-of-way widths (54 feet) that are consistent with the designs in the existing Clover Ridge and Sagewood developments, which is smaller than the City's typical 60 foot wide ROWs; and

WHEREAS, a traffic study will be required to understand the traffic impacts of the 107 lots, and will need to be submitted at preliminary submittal; and

WHEREAS, there are no trails proposed as a part of this development nor are there trails called out for this area in the Comprehensive Plan, and because of this the developer will be required to pay trail fees, which will be wrapped into the Developer's Agreement; and

WHEREAS, it will also be important to further evaluate a potential sidewalk (or trail) breakthrough on the Sophia Drive cul de sac proposed; and

WHEREAS, the lots just west of Sophia Drive may find it advantageous for a pedestrian connection to occur here so that there is faster connection to Clover Ridge Elementary; and

WHEREAS, because this development abuts the Twin Cities and Western railway on its northern edge it will be important that the homes that back up to this use have adequate screening; and

WHEREAS, there are 207 trees surveyed which are mainly oak trees ranging from 20-35 inches in caliper; and

WHEREAS, the developer has already started to show certain areas for tree preservation on the proposed site; and

WHEREAS, specifically, an outlot for tree preservation is shown on the east edge of the site that seamlessly connects to the tree preservation area of Sagewood; and

WHEREAS, another outlot for tree preservation is shown between the proposed lots south of Clover Preserve Lane and an existing Sagewood lot; and

WHEREAS, although this plan is proposing their own amenities, it will still be required of the developer to pay park dedication fees since the area proposed will be private; and

WHEREAS, the Oak Creek site is currently located in the orderly annexation area of Laketown Township; and

WHEREAS, the developer will have to annex the area into the City before they can come back for further approvals, such as preliminary plat and final plat; and

WHEREAS, the developer will be responsible for all annexation fees; and

WHEREAS, the Clover Field Apartments building is U-shaped with the front façade facing Clover Ridge Drive, and the building will contain 162 units; and

WHEREAS, the building will make use of the existing site slope from east to west to provide for the complete burying of the G-2 level of the under-building parking; and

WHEREAS, the G-1 level will be exposed on the west side an provide a landscaped patio area outside of the proposed lounge/party facilities located on this level; and

WHEREAS, the project will appear to be a 5-story apartment building from the west with a small penthouse enclosure to access the roof top patio area; and

WHEREAS, general wall materials will consist of window systems, composite siding, and masonry; and

WHEREAS, an item of note is if stone is used the stone needs to be natural stone in order to be classified as a Class I material; and

WHEREAS, if brick is used it needs to be a full face modular brick in order to be classified as a Class I material; and

WHEREAS, given that this building will have high visibility on all of its sides, staff would advise that 360 degree architecture is achieved throughout the building; and

WHEREAS, the west façade, given its long length and exposure, would be an area that needs additional attention in order to incorporate articulation and breaks within the massing; and

WHEREAS, since the outdoor patio area will not necessarily extend for the whole length of the west façade, there could be additional opportunities to be explored that can help soften up this wall; and

WHEREAS, exploration such as grading alternatives and landscaping are just a few opportunities that could be explored; and

WHEREAS, in addition to that, the building will have to show how it fits into the context of Chaska; and

WHEREAS, the proposed building is setback at least 60 feet from the street line;

WHEREAS, the measured height for this apartment building would be the vertical line on the front (east) façade between grade and the top of the highest point of the roof, which is 44 feet (not including the elevator shaft); and

WHEREAS, 334 parking spaces are proposed as a part of this project; 258 underground stalls and 76 above ground stalls; and

WHEREAS, a traffic study and construction access plan will be required for this project, and will be necessary at preliminary submittal; and

WHEREAS, a multi-use trail stubs southeasterly of the apartment site; and

WHEREAS, the developer is showing to extend this trail to connect into the proposed northerly road extension as well as internal sidewalks within the apartment site; and

WHEREAS, staff would like to point out that the west end of the site will need to provide screening to help soften the building edges to the westerly residents; and

WHEREAS, the applicant is showing a layer of trees will be installed between the trail and outdoor patio/western façade area; and

WHEREAS, screening should also be achieved between the parking lot edges as it faces residential to the east; and

WHEREAS, a minimum of 15% of the gross site area shall be shared open area; and

WHEREAS, light poles shall not exceed 25 feet in height; and

WHEREAS, on December 8, 2021 the Planning Commission recommended approval to the City Council of the Concept Plan for a 107 lot development on 52 acres of land in the orderly annexation Laketown Township area (Oak Creek), and a 162-unit apartment building on approximately 10 acres of land (Clover Field Apartments) (PC#2021-20); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Concept Plan for a 107 lot development on 52 acres of land in the orderly annexation Laketown Township area (Oak Creek), and a 162-unit apartment building on approximately 10 acres of land (Clover Field Apartments) (PC#2021-20), subject to the aforementioned stipulations and following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Concept Plan Narrative – Oak Creek (pgs 1-5), prepared by DR Horton, dated November 24, 2021
    b. Regional Context Plan – Sagewood 3rd, prepared by Westwood, dated November 8, 2021
    c. Existing Conditions – Sagewood 3rd, prepared by Westwood, dated November 5, 2021
    d. Site Forces – Sagewood 3rd, prepared by Westwood, dated November 8, 2021
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    l. Site Section A-A – Clover Field Apartments, prepared by Westwood, dated November 3, 2021
    m. Clover Field Apartments Conceptual Site Plan Review (Architectural) (pgs 1-6), prepared by JAmdal Architects, dated November 3, 2021
2. Adherence with the City Engineer's Memo dated December 8, 2021.
3. Adherence to the City's Boulevard Tree Policy and local street section design.
4. Provision that boulevard trees are placed between the sidewalk and street.
5. Provision that boulevard trees are placed throughout the entire boulevard, including corner lot areas, to meet the Tree Policy.

6. Provision of adequate berming and landscaping along north edge abutting the Twin Cities & Western railway to be addressed at Preliminary submittal.
7. Provision to evaluate the tree preservation efforts in private lots of Oak Creek and to be addressed at preliminary submittal.
8. Provision to preserve 'Heritage Tree' on the southwest corner of the Oak Creek site.
9. Provision of sidewalks on both sides of all local streets.
10. Adherence to the following building setbacks for Oak Creek:
    a. Front (house): 26 feet
    b. Rear: 20 feet
    c. Side: 5 feet
    d. Side (corner): 26 feet
11. Adherence to the following setbacks for Clover Field Apartments:
    a. Front: 30 feet
    b. Rear: 20 feet
    c. Side: 20 feet
    d. Side (corner): 20 feet
12. Prior to final plat approval, developer shall enter into an agreement with the City for the provision of necessary infrastructure and associated development costs, including parkland fees.
13. Compliance with the City's anti-monotony and design requirements zoning ordinance (Section 9.28) for Oak Creek.
14. Preservation of the wooded steep slopes, including 30-foot buffer and a 50-foot setback from that wooded steep slope if present on site.
15. Provision to be setback 30 feet from edge of wetlands.
16. 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.
17. Provision of a storm water management plan meeting City and Carver County WMO standards.
18. Provision of a wetland delineation report to be completed and provided at time of preliminary submittal.
19. Provision that adequate maintenance accesses are provided for the stormwater ponds, and to be shown on the plans at preliminary submittal.
20. Provision that the Oak Creek area in Laketown Township will be annexed into the City of Chaska prior to preliminary submittal.
21. Provision to further explore a pedestrian connection/opening through Sophia Drive's cul de sac and to be addressed at preliminary submittal.
22. Provision of a private amenity detail and location within Oak Creek that does not impact tree preservation and to be included at preliminary submittal.
23. Provision of a traffic study for both Oak Creek and Clover Field Apartments to be completed and submitted at preliminary submittal.
24. Provision of a construction traffic plan for both Oak Creek and Clover Field Apartments to be submitted at preliminary submittal.
25. Provision that all mechanical equipment on or around the Clover Field Apartments will be fully screened from view.
26. Provision that if masonry is used that they are natural stone and/or full face modular brick in order to be considered Class I materials.
27. Provision of landscaping along the outdoor patio on the west side of the Clover Field Apartments and to be shown on the landscape plan at preliminary submittal.
28. Provision that the Clover Field Apartments provide 360 degree architecture and to be addressed at preliminary submittal.
29. Provision that Clover Field Apartments' west façade is articulated to help break up the massing, and to be addressed at preliminary submittal.
30. Provision that further exploration is done with Clover Field Apartments' west façade to help soften and cover up its exposure via landscaping and grading modifications (or

other modifications) to the greatest extent possible, and to be addressed at preliminary submittal.

31. Provision that Clover Field Apartments meets zoning section 9.11.4.1.1 for Usable Open Space.
32. Provision that section 9 Special Regulations are complied with.
33. Provision that light poles do not exceed 25 feet in height and comply with zoning section 9.24.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 20th day of December, 2021.

_____

Mark Windschitl, Mayor

Attest:_____

Chaska Deputy Clerk

# City of Chaska
# Memorandum

**To:** Planning Commission
**From:** Matt Clark, City Engineer
**Date:** December 8th, 2021
**Subject:** Oak Creek & Clover Ridge Apartments - Concept Plan Development

The concept plan of Oak Creek addition dates back to the City development approvals that were considered with the Clover Ridge residential development. The concept plan includes residential development over approximately 52 acre property is located on the western edge of Clover Ridge and Sagewood neighborhoods. Also included is a 162 unit apartment building on approximately 10 acres of land just west of Clover Ridge Drive and south of TCW rail road. Both areas have been included in the City's comprehensive development plan. The Engineering comments/conditions regarding the proposed concept plan are as follows:

1) Subject to past agreements and comprehensive plan amendments the gravity trunk system that was installed with the clover ridge neighborhood accounted for the providing capacity to serve the proposed development. Water main extensions are readily available for connection from neighboring streets such as Clover Preserve Lane , Sophia drive, and Clover Ridge Drive to service the proposed development.

2) Site grading will need to address the rolling terrain of the development area as well as the creek system that divides the eastern third of the property. With this in mind, the storm water plan will be critical in meeting City and CCWMO requirements for run-off rates, volume control and erosion elimination.

3) As part of the preliminary submittal, a wetland delineation report for the entire development site will be required.

4) The internal street layout although adequate to handle traffic flow will bring more trips through the local neighborhood streets. Staff is recommending a traffic analysis be completed to understand the influence with the adjoining residential neighborhood streets. The City's collector road network which includes Clover Ridge Drive has accounted for development in this area.


ONE CITY HALL PLAZA/CHASKA, MN 55318-1962/PH: (952) 448-2851/ FX: (952) 448-9300

## Elizabeth Hanson

**From:** Kevin Ringwald
**Sent:** Wednesday, December 8, 2021 5:34 PM
**To:** Darnell Cage
**Cc:** teamcage53113@gmail.com; Elizabeth Hanson
**Subject:** RE: [EXTERNAL]Re: Resident Input for Oak Creek/Sagewood 3 Development

Darnell,

Thanks for your comments!

Our City Planner (Liz Hanson) will make that they are shared with the Planning Commission and entered into the record for this item.

Kevin Ringwald, AICP
Community Development Director
City of Chaska

---

**From:** Darnell Cage <darnellm.cage@gmail.com>
**Sent:** Wednesday, December 8, 2021 5:16 PM
**To:** Kevin Ringwald <KRingwald@chaskamn.com>
**Cc:** teamcage53113@gmail.com
**Subject:** Re: [EXTERNAL]Re: Resident Input for Oak Creek/Sagewood 3 Development

Dear Kevin:

My wife Brittany and I share many of the same concerns that our neighbors have shared regarding the current proposed development of Oak Creek. Ray's presentation outlines many of those concerns in detail. I will add that additional traffic at the traffic circle with the two additional apartment buildings coming in is also a concern. I'm positive that the present infrastructure will not support the new influx of traffic. Additional traffic will make Hundertmark a disaster as well.

We live at 1417 Clover Preserve Lane. Last year, we began a search for our first home, and the beauty and community of Chaska drew us to plant roots here in August of last year. We chose Chaska because it appeared to be dedicated to preserving much of the natural landscape while it was expanding its community homes. Throughout our first 1+ year of homeownership, we have counted the many natural wonders like treeline, wildlife, and open fields to be among the most enjoyable parts of living in Chaska. These large developments and resulting crowding sevely place those features in jeopardy. We are not insensitive to the fiscal opportunities associated with new developments, but we believe that preservation should be a large part of the calculus as it is our belief that, like us, that's a big part of why people moved here in the first place.

We appreciate your time and attention.

With kind regards,

**Darnell M. Cage**

Phone: (314) 327-9116

Email: darnellm.cage@gmail.com

On Wed, Dec 8, 2021 at 11:00 AM Stephen Oaxaca <soaxaca@sbcglobal.net> wrote:

Hello Kevin,

I plan to attend the Planning Commission meeting this evening. I have the same concerns about the inequity of traffic flow planning for Clover Preserve Lane. This must be revisited.

Regards,
Steve Oaxaca
2751 Clover Preserve Court

On Wednesday, December 8, 2021, 07:59:26 AM CST, Kevin Ringwald <kringwald@chaskamn.com> wrote:

Shan,

Thanks for sharing your thoughts!

Our City Planner (Liz Hanson) will make sure that your comments are included into the public record for this item.

Kevin Ringwald, AICP

Community Development Director

City of Chaska

---

**From:** Shan <shan4uin@gmail.com>
**Sent:** Tuesday, December 7, 2021 10:14 AM
**To:** Kevin Ringwald <KRingwald@chaskamn.com>
**Cc:** Ray Lindner <rmlindner@gmail.com>; Amy Gruber <amygru@gmail.com>; Brian and Kerry Moe <kerrylynnmoe@gmail.com>; Byung Lee <bhl012@yahoo.com>; Deepan Pasupathy <connectdeepan@gmail.com>; Jarnell and Brittany Cage <teamcage53113@gmail.com>; John Carlos <johncarlos001@yahoo.com>; Kari Kalkman <kdkalkman@gmail.com>; Kelly Harris <kellymcgill97@hotmail.com>; Kevin Wendland <Kwendland0@gmail.com>; Linda Wendland <llwendland@gmail.com>; Lynn Jackman <jackmanlme@mac.com>; Matt Koehler <mattkoehler79@gmail.com>; Nan & Steve <soaxaca@sbcglobal.net>; Nick Bruce <nicktbruce@gmail.com>; Palo Murillo <pablo_429@msn.com>; Raghajendrah Kanduri <slk.raghu@gmail.com>; Ray Lindner <ray.lindner@ecolab.com>; Saleem Mohamed <yaseen.saleem.mohd@gmail.com>; Shannon Melville <shannon.r.melville@gmail.com>; Vasudeva Reddy <vasudevareddy.pasham@gmail.com>; Venkala Boyalla <venkala.boyalla@gmail.com>; Yasin Yusaf <yasin.a.yusaf@gmail.com>; Nate Kabat <nkabat@chaskamn.com>; Elizabeth Hanson <EHanson@chaskamn.com>; msuel@drhorton.com; DRidgeway@drhorton.com; mahendra prabhu <mahendraprabhu.a@gmail.com>
**Subject:** [EXTERNAL]Re: Resident Input for Oak Creek/Sagewood 3 Development

Hi,

I'm Shan( Shanmugam Dhanabalan) resident from Clover preserve ln(1474  Clover Preserve ln).

I agree with Ray, that all the traffic will be routed to Clover preserve lane by eliminating access to sophia Dr for the new development.  This is going to cause a huge traffic and vehicle flow only through the Clover preserve lane. Please consider opening access to the new development through sophia Dr as well. Thanks.

Regards

Shan

1474 Clover preserve lane

612 388 6685

On Tue, Dec 7, 2021 at 8:11 AM Kevin Ringwald <KRingwald@chaskamn.com> wrote:

> Ray,
>
> Thanks for your valuable input!
>
> Our City Planner (Liz Hanson) will be including your concerns (and presentation) into the Planning Commission packet ahead of the meeting.
>
> Kevin Ringwald, AICP
>
> Community Development Director
>
> City of Chaska
>
> **From:** Ray Lindner <rmlindner@gmail.com>
> **Sent:** Tuesday, December 7, 2021 6:58 AM
> **To:** Kevin Ringwald <KRingwald@chaskamn.com>
> **Cc:** Amy Gruber <amygru@gmail.com>; Brian and Kerry Moe <kerrylynnmoe@gmail.com>; Byung Lee <bhl012@yahoo.com>; Deepan Pasupathy <connectdeepan@gmail.com>; Jarnell and Brittany Cage <teamcage53113@gmail.com>; John Carlos <johncarlos001@yahoo.com>; Kari Kalkman <kdkalkman@gmail.com>; Kelly Harris <kellymcgill97@hotmail.com>; Kevin Wendland <Kwendland0@gmail.com>; Linda Wendland <llwendland@gmail.com>; Lynn Jackman <jackmanlme@mac.com>; Matt Koehler <mattkoehler79@gmail.com>; Nan & Steve <soaxaca@sbcglobal.net>; Nick Bruce <nicktbruce@gmail.com>; Palo Murillo <pablo_429@msn.com>; Raghajendrah Kanduri <slk.raghu@gmail.com>; Ray Lindner <ray.lindner@ecolab.com>; Saleem Mohamed <yaseen.saleem.mohd@gmail.com>; Shannon Melville <shannon.r.melville@gmail.com>; Shanyam Dahanabalan <shan4uin@gmail.com>; Vasudeva Reddy <vasudevareddy.pasham@gmail.com>; Venkala Boyalla

<venkala.boyalla@gmail.com>; Yasin Yusaf <yasin.a.yusaf@gmail.com>
**Subject:** [EXTERNAL]Resident Input for Oak Creek/Sagewood 3 Development

Hello Kevin.

My name is Ray Lindner and I live at 1401 Clover Preserve Dr, Chaska, MN 55318. I am the first house on Clover Preserve Lane. As a long time resident I wanted to provide you with input relating to the current proposed development Oak Creek. In short, the proposed change to eliminate access to Sophia Drive and make Clover Preserve Lane the primary access point out of this new development, are concerning from a traffic and equity of planning standpoint. Even with the northern access being provided, a significant amount of this traffic will still route down Clover Preserve Lane and Clover Preserve Dr for access to Hundertmark Road and Hwy 212. With the access to Sophia drive being eliminated in the latest plan adjustments it is unclear why the planning commission would think that going from two neighborhood accesses into Clover Ridge to one would make sense. I am providing this input on my own and on behalf of many of the residents of Clover Preserve Lane and Clover Preserve Court (in CC:) who will attend the meeting this week or contact you with their input also.

Attached is a document laying out these concerns and others in more detail. We will be present at the meeting this Wednesday to raise concerns directly with the Planning Commission also. I hope you will please forward this information to the planning commission for their review and consideration.

Please reach out if you have any questions.

Regards,

Ray Lindner

1401 Clover Preserve Lane, Chaska MN

Phone: 612-581-1012

email: rmlindner@gmail.com

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This City of Chaska email and any attachments may contain confidential information. If the reader of this email is not the intended recipient, please delete this email and any attachments immediately and notify me. Thank you.

## Elizabeth Hanson

**From:** Kevin Ringwald
**Sent:** Friday, December 3, 2021 12:28 PM
**To:** Kevin
**Cc:** Elizabeth Hanson
**Subject:** RE: [EXTERNAL]Oak Creek

Kevin,

Thanks for your comments!
Liz Hanson will forward your comments to the Planning Commission.

Kevin

-----Original Message-----
From: Kevin <kwendland0@gmail.com>
Sent: Friday, December 3, 2021 12:17 PM
To: Kevin Ringwald <KRingwald@chaskamn.com>
Subject: [EXTERNAL]Oak Creek

Good afternoon. I see some flyers in our neighborhood opposing the Oak Creek Development. I will try to attend the Wednesday December 8th meeting, but if I can't I would like to express my opinion that I am not against the development but am against routing all the traffic down Clover Preserve Lane. I live on Clover Preserve Court, which gets the brunt of the headlights of the traffic exiting the new development. If the new development is to be dead-ended the traffic should go down Sophia, since there are no houses at the end of this route that would be affected by headlights.
Thank you.
Kevin Wendland
2731 Clover Preserve Court

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## Elizabeth Hanson

**From:** Kevin Ringwald
**Sent:** Thursday, December 9, 2021 11:16 AM
**To:** r.melville@computer.org
**Cc:** Nate Kabat; Elizabeth Hanson
**Subject:** Sagewood 3/Oak Creak Development - Planning Meeting

Ryan,

Thanks for sharing your concerns!.
Our City Planner (Liz Hanson) will make sure that your comments are added to the public record.

Kevin Ringwald, AICP
Community Development Director
City of Chaska

---

**From:** Ryan Melville <r.melville@computer.org>
**Sent:** Wednesday, December 8, 2021 6:18 PM
**To:** Kevin Ringwald <KRingwald@chaskamn.com>
**Subject:** [EXTERNAL]Fwd: Sagewood 3/Oak Creak Development - Planning Meeting Wed Dec 8th

Hello Kevin,

With regards to the below email thread, I would like to add my voice to those that want a *fair* and *equitable* division of traffic for the new development. I.e., open exits through Clover Preserve Lane *and* Sophia, as was on the original proposal before opposition was raised to the Sophia exit. It would not be fair at all to remove the Sophia exit, forcing more traffic on others for the benefit of only residents on Sophia.

I really cannot fathom how one might think (only) closing off the Sophia exit is fair or reasonable - it would obviously show favoritism to a select small group of residents at the expense of others.

Or, even better if an alternative such as those indicated below by others reduces traffic for everyone in the neighborhood, but I'm not equipped to fairly evaluate those.

Thank you for reading my email.

Regards,

Ryan Melville
2750 Clover Preserve Dr, Chaska, MN 55318
763.639.4979

---------- Forwarded message ---------
From: **Ray Lindner** <rmlindner@gmail.com>
Date: Tue, Dec 7, 2021, 6:10 AM
Subject: Sagewood 3/Oak Creak Development - Planning Meeting Wed Dec 8th
To: Amy Gruber <amygru@gmail.com>, Brian and Kerry Moe <kerrylynnmoe@gmail.com>, Byung Lee

<bhl012@yahoo.com>, Deepan Pasupathy <connectdeepan@gmail.com>, Jarnell and Brittany Cage <teamcage53113@gmail.com>, John Carlos <johncarlos001@yahoo.com>, Kari Kalkman <kdkalkman@gmail.com>, Kelly Harris <kellymcgill97@hotmail.com>, Kevin Wendland <Kwendland0@gmail.com>, Linda Wendland <llwendland@gmail.com>, Lynn Jackman <jackmanlme@mac.com>, Matt Koehler <mattkoehler79@gmail.com>, Nan & Steve <soaxaca@sbcglobal.net>, Nick Bruce <nicktbruce@gmail.com>, Palo Murillo <pablo_429@msn.com>, Raghajendrah Kanduri <slk.raghu@gmail.com>, Saleem Mohamed <yaseen.saleem.mohd@gmail.com>, Shannon Melville <shannon.r.melville@gmail.com>, Shanyam Dahanabalan <shan4uin@gmail.com>, Vasudeva Reddy <vasudevareddy.pasham@gmail.com>, Venkala Boyalla <venkala.boyalla@gmail.com>, Yasin Yusaf <yasin.a.yusaf@gmail.com>, Michelle Lindner <lindner.michelle@gmail.com>

Hello Clover Preserve Lane Neighbors,

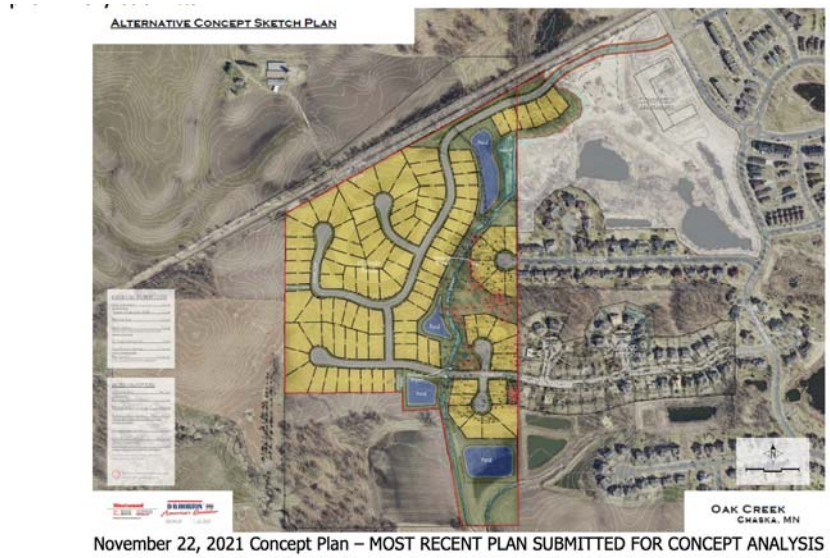
**Clover Preserve Lane Expansion Planning Meeting...**

**Sagewood 3 Clover Preserve Lane Resident Input ...**

Thanks to those who have had comments on my document laying out concerns for Clover Preserve Lane with the revised development plan for Sagewood 3, which is now being called "Oak Creek". Below are some updates I noticed in the Agenda Packet for the meeting this Wednesday evening. If you can please forward this information to any neighbors that I may not have on the email link that would be great. The planning commission meeting is scheduled for Wednesday, Dec 08, 2021 at 7:00 pm in the Council Chambers, at One City Hall Plaza, Chaska MN, 55318. If you are unable to attend the meeting you can email comments to Kevin Ringwald (email: Kringwald@chaskamn.com) who is the Chaska Community Development director.

Updated Information in the Agenda Packet for Dec 8th Meeting:

DR Horton has slightly revised the plot as shown in the Planning Commission Agenda Packet which you can find via this link. It takes a while to open being 115 pages. On page 27, there is a new concept plan with slightly modified street plans. In my view, this still does not address the primary concern of routing significant traffic access down only Clover Preserve Lane.



November 22, 2021 Concept Plan – MOST RECENT PLAN SUBMITTED FOR CONCEPT ANALYSIS

Also of note in the agenda packet on page 32 is the construction traffic plan which appears to assume routing of the traffic through Clover Preserve Lane:
"Construction traffic needs to be evaluated for routes into this new development. The developer will have to work with the City Engineer to determine an appropriate route ***through the existing Clover Ridge and Sagewood developments.***

The developer has previously worked with staff to properly direct construction traffic through their existing phases, and they have been quite receptive to comments and concerns. A construction traffic plan should be submitted for review in the preliminary submittal"

This revision of the plan consistently refers to the planning commission input received with the first proposal as reasons for the changes that are now routing traffic much more heavily down Clover Preserve Lane. If you are able to make it to the planning commission meeting tomorrow night, it will be critical to have a good turnout if we want to see any changes.

Thanks again and note I am attaching my previous presentation which is also being set to Keven Ringwald (email: Kringwald@chaskamn.com) who is the Chaska Community Development director. Please email Kevin directly with any concerns also.

Regards,

Ray Lindner
1401 Clover Preserve Lane

email: rmlindner@gmail.com

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# Sagewood 3 Alternative Concept Plan Resident Concerns and Input

Provide by the Residents of Clover Preserve Lane

Prepared by:

Ray Lindner, 1401 Clover Preserve Lane

# Sagewood 3 November 2020 Alternative Concept DH Horton Informational Meeting

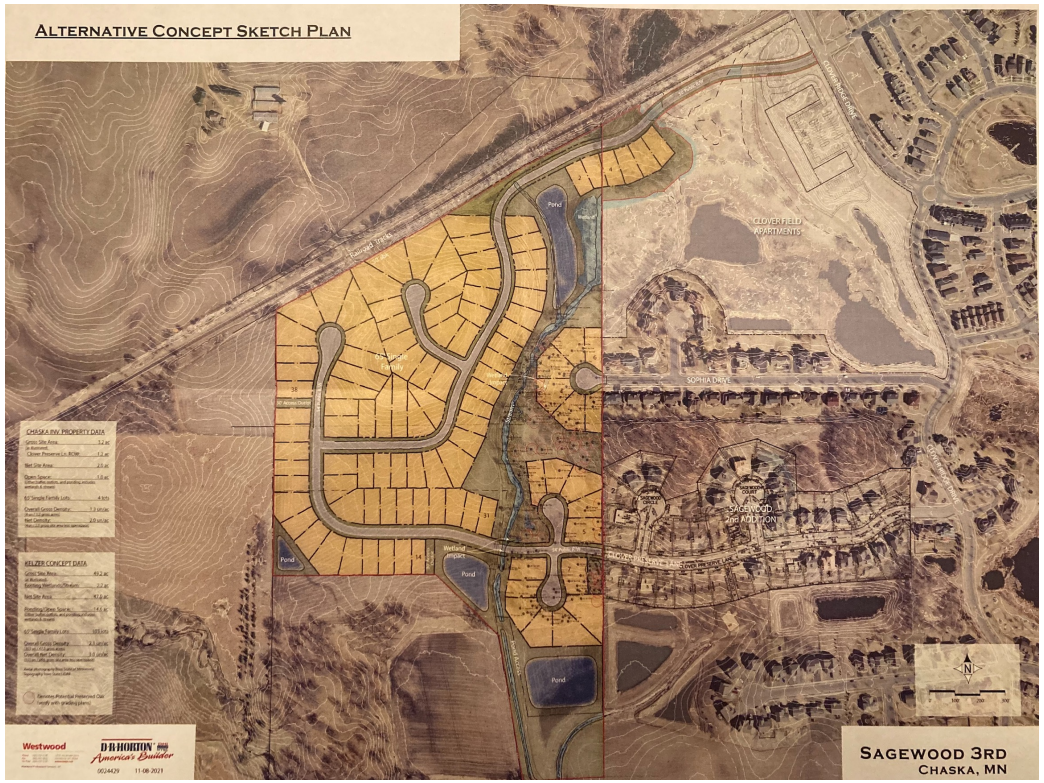
- DR Horton held a community feedback meeting at the Chaska Community Center on November 18th
- Community members were present to provide comment and feedback on the significant changes to the Sagewood 3 Concept plan first presented in February 2020.
- Significant concerns were raised by residents regarding the following aspects of the plan:
  - Concept Plan changes of build density, coverage, environmental impact
  - Traffic flow impacts based and access changes
  - Safety impacts based on new traffic flows
  - Future expansion concerns.  Increasing traffic flow even higher than this plan.
  - Equity of Planning.
    - Impact on Clover Preserve Lane vs. Sophia Drive and Clover Field Circle
    - Property value impacts based on planning decisions
  - Continued environmental impacts of Sagewood development build on community goals
- The following document is meant to provide the Planning Council, City Staff and DH Horton details on each of these items for consideration

# Concept Plan Density Changes

February 17, 2020 Concept Plan Detail
83 Proposed Lots




November 08, 2021 Concept Plan Detail
107 Proposed Lots




- Number of Lots proposed increased from 83 to 107
- 28% increase of households and associated activities
- From 2.1 Net Unit Density Per Acre to 3.0
- 39.9 Acres to 47 Acres Net Site Area
- Addition of north access through wetlands

# Traffic Flow and Access Changes

February 17, 2020 Concept Plan Detail
83 Proposed Lots




November 08, 2021 Concept Plan Detail
107 Proposed Lots



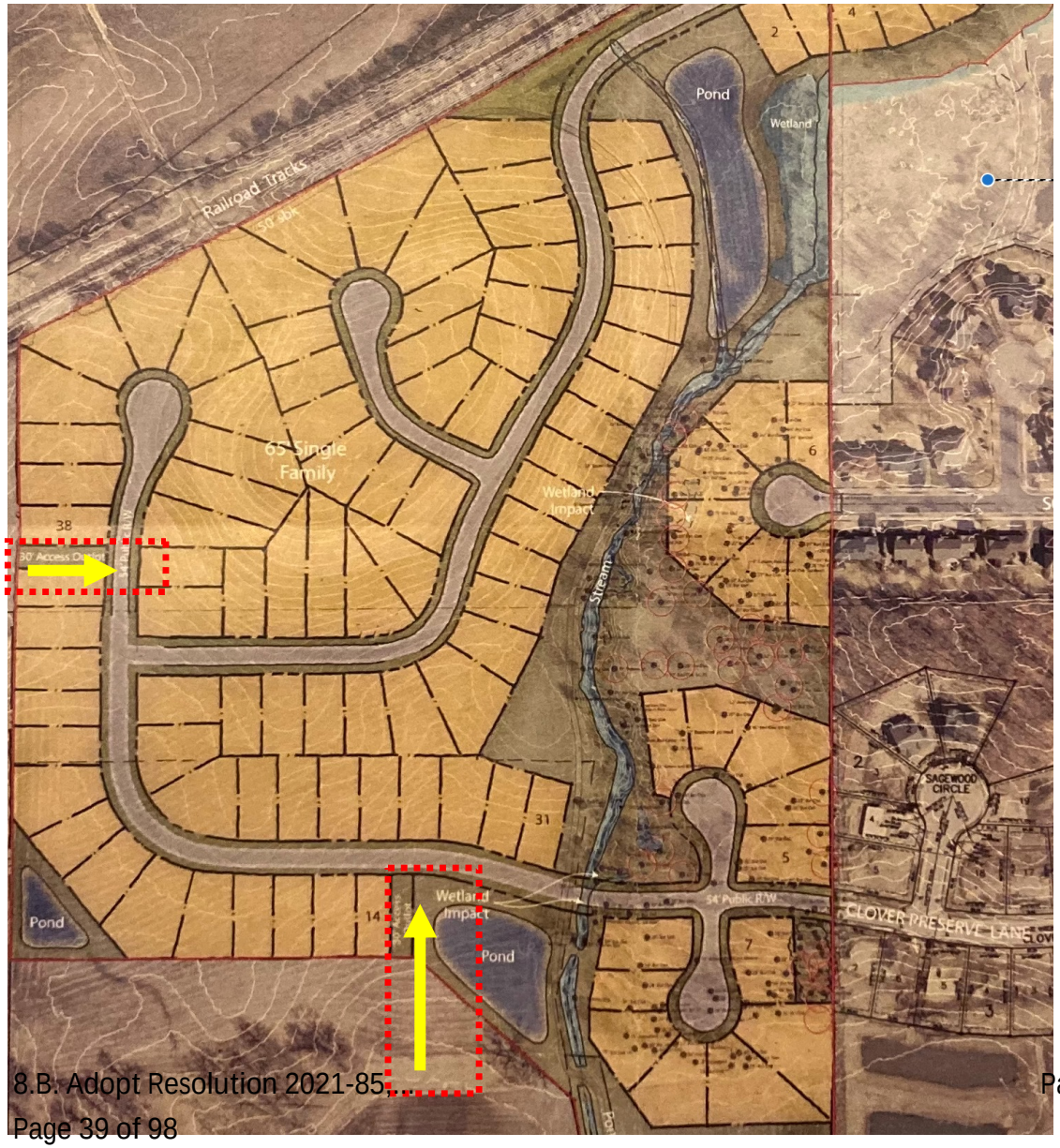

- Sophia Drive proposed to be eliminated from traffic flow.
- Clover Preserve Lane will go from servicing 44 existing households to at least 97.
- 75k additional trips minimum on Clover Preserve lane per year.
- Assuming only 4 trips per household per day. Planning guidelines would be 4-10.
- Trip density will grow over time with more young drivers.

# Safety Concerns Based on Likely Traffic Flows



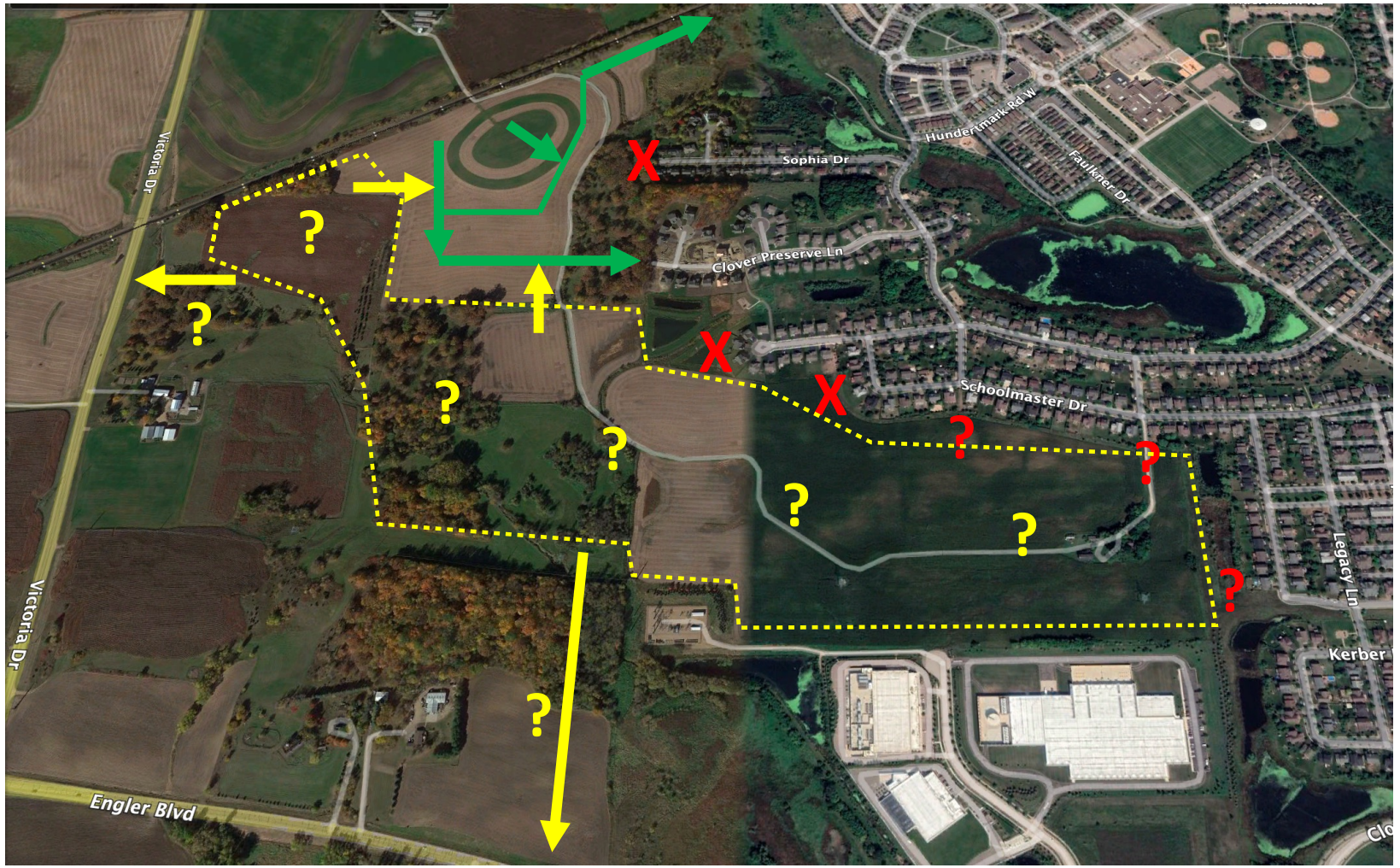

1. Safety of children on Clover Preserve Lane
2. Highest traffic intersection is three-way intersection with dual curves from north and south.
3. Yellow toddler park traffic increase.
4. Green Park for 4-12 year olds traffic increase
5. Clover Ridge elementary student crossing
6. Clover Ridge elementary parent entrance

# Future Expansion Concerns




- Two future access points appear plan to support development to the west and south of Sagewood 3.
- DH Horton was not able to guarantee that these access points would not be utilized for road expansion.
- Statement was made that they were field access points.
- If both access points are utilized for future development, significantly more traffic will route via Clover Preserve Lane
- Potential for another 160+ homesites with no other access then Clover Preserve Lane via these two access points (visual estimate based on Sagewood 3 footprint)
- If access to Victoria Drive was provided, but access to Clover Preserve Lane is not eliminated, significant traffic from future I still funnel additional traffic directly down Clover Preserve Lane.

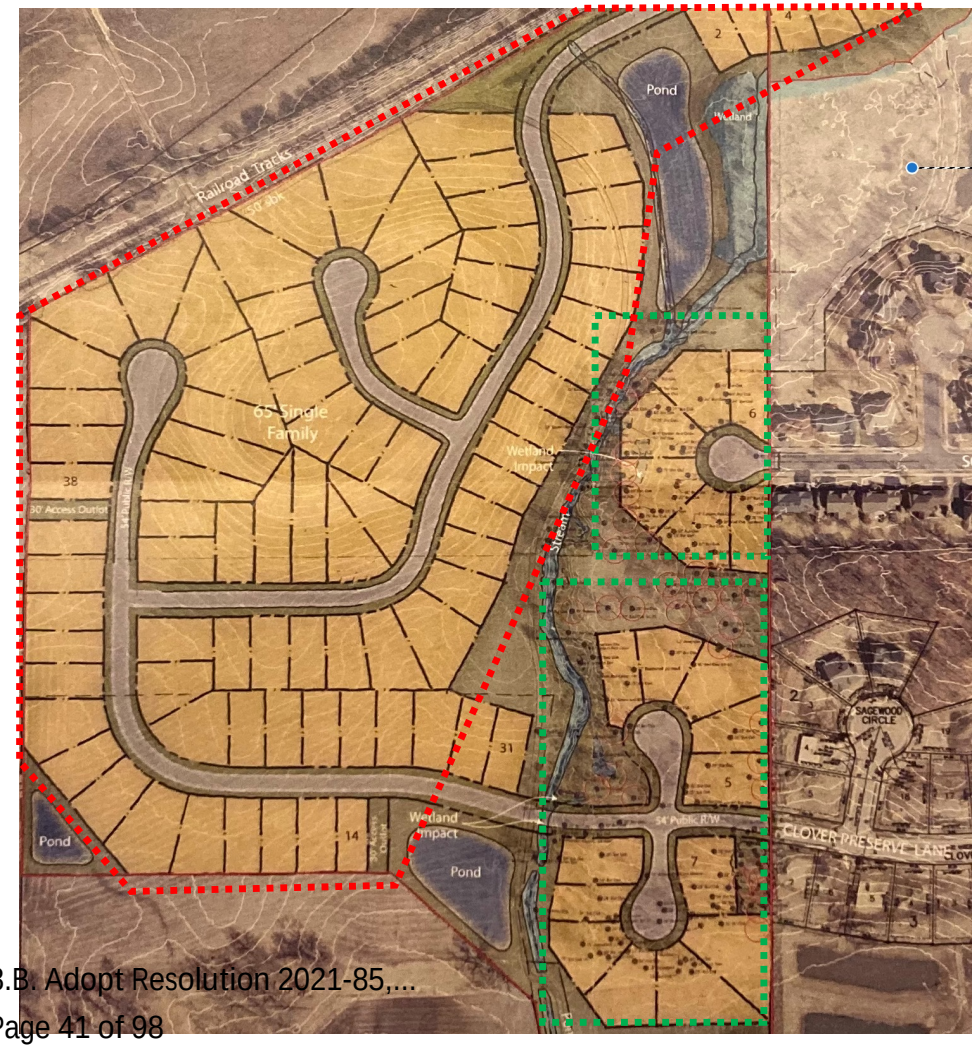
# Future Expansion Concerns




- Clover Preserve Lane would be only access point for undeveloped land to the immediate west and south of Sagewood 3.
- Sophia proposed to be blocked,
- No comprehensive plan for controlling traffic volumes on Clover Preserve Lane is or has been presented to residents.
- Additional undeveloped area to west and south does not have clear plan for access points that is know to residents.

# Equity of Planning – Single Access Scenario
# Cul-de-Sac on Clover Preserve Lane

November 08, 2021 Concept Plan Detail
107 Proposed Lots




- Capping access to Clover Preserve Lane with Cul-de-Sac would provide similar traffic control as to what is planned or already in place for:
  - Sophia Drive
  - Clover Field Circle
- Clover Preserve Lane would still carry traffic for more households than either other street:
  - Clover Preserve Lane – 57 (Existing 44 + 13 new)
  - Sophia Drive – 37 (Existing 31 + 6 new)
  - Clover Field Circle – 30 (all existing, no new)
- Remaining Sagewood 3 would consist of approximately 85-88 single lots that would then all gain access via the planned north access to Clover Ridge Drive to the north.
- Property value reductions based on traffic flow and safety concerns of potential buyers

# Equity of Planning - Single Access Scenario
# Lots per Single Access Point Developments

| Single Access Neighborhoods / Streets | Est. Number of Units |
|---|---|
| Brandondale Estates | Over 200 |
| White Oak Drive + | 153 |
| Town Course Drive + | 121 |
| Bavaia Hills Trail + | 118 |
| Park Ridge Dr +, North of Ridge Lane | 93 |
| Sagewood 3rd (11-08-2021 Proposal) | 88 |
| Faber Lane + | 80 |
| Brickyard Drive | 70 |
| Adrian Drive (57) High Point Dr (8) | 63 |
| Spy Glass Drive | 47 |
| Clover Preserve Lane | 44 |
| Wildwood Way, South of Ridge Bluff Dr | 43 |
| Wildflower Lane | 34 |
| Sophia Drive | 31 |
| * Source: Google Maps Analysis, Ray Lindner | |

- In DH Horton session, when asked why all traffic could not route out of the north access, need for multiple access points was cited.
- Sagewood 3 at 88 homes would be in alignment with other existing single access point neighborhood sizes in Chaska
- Data gathered by using Google Maps visual survey and count (List may not be complete)

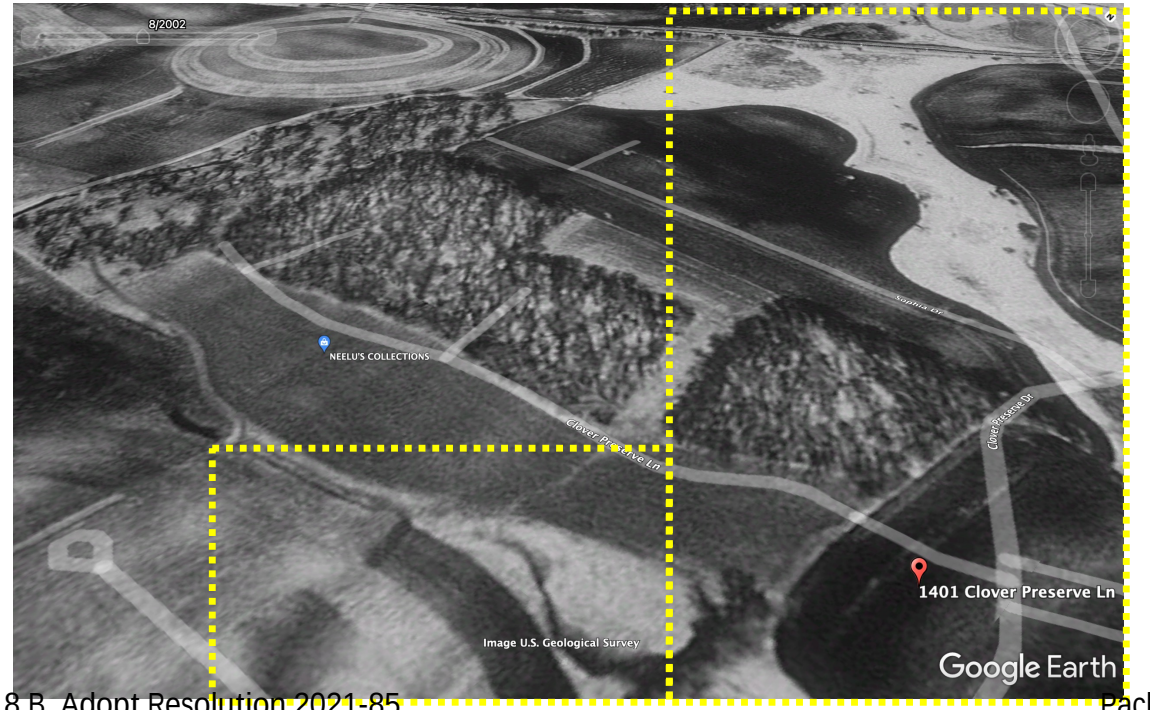
# A Reminder About Development in this Area.

- The following is provided for the planning commission and city staff to take into account as we consider the environment, we want to create with the expansion of Sagewood 3.
- Clover Preserve was envisioned originally as a development that could reclaim/restore nature while creating space for all of us also.
- This development approach has been a key asset to our community and property values.
- As a planning commission you have a chance to re-engage with this overall goal and objective and limit the continued loss of community benefits of integrated development and restoration

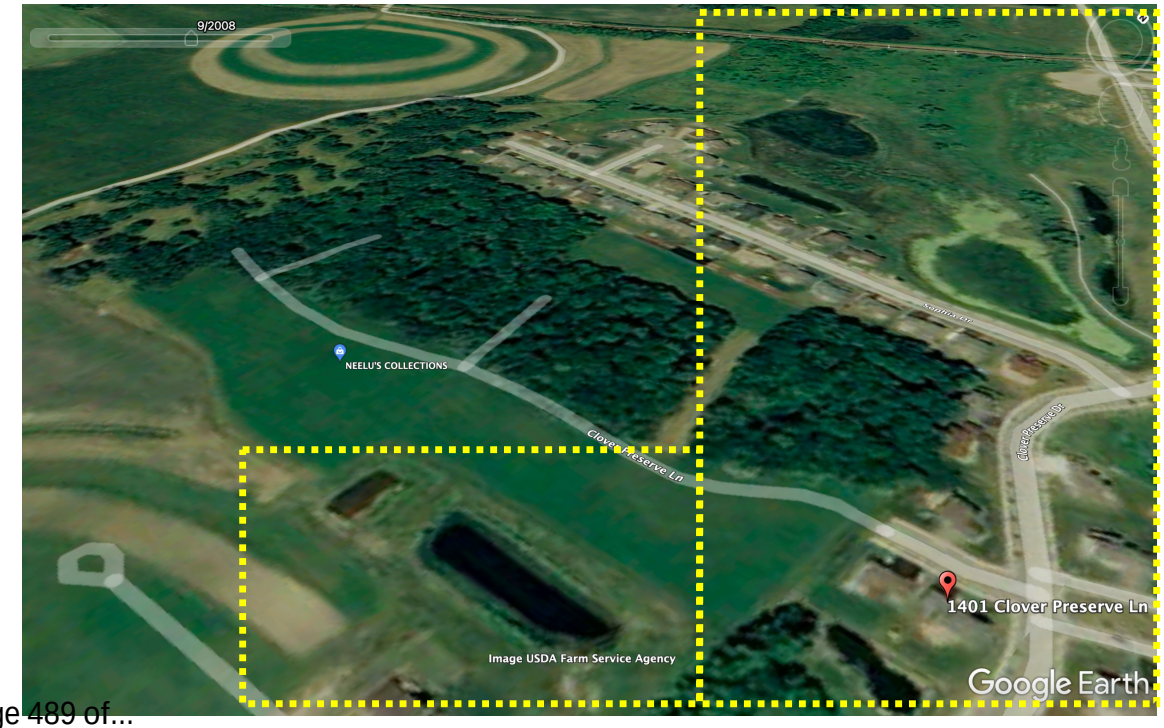
# Early Development was linked with Habitat Restoration

These images from 2002 and 2008 show the intial re-establishment of wetland areas as part of the water control area for the new development.  In a few short years new habit and green space was created from what was once farm fields.

2002



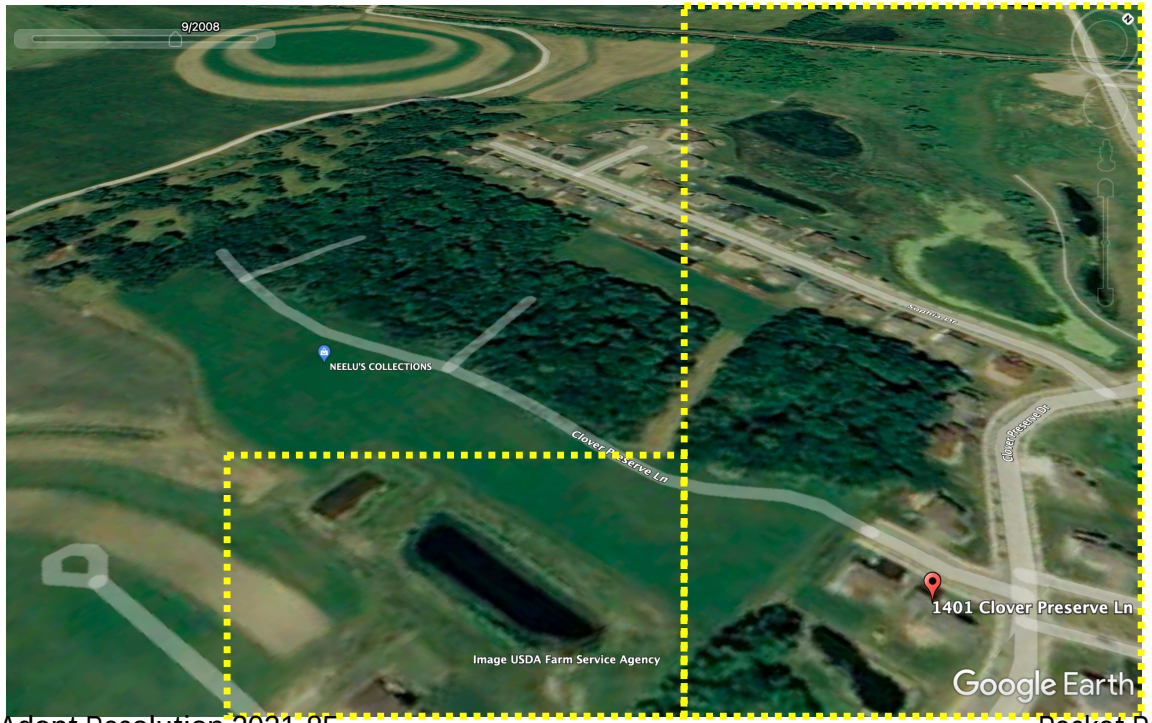

2008



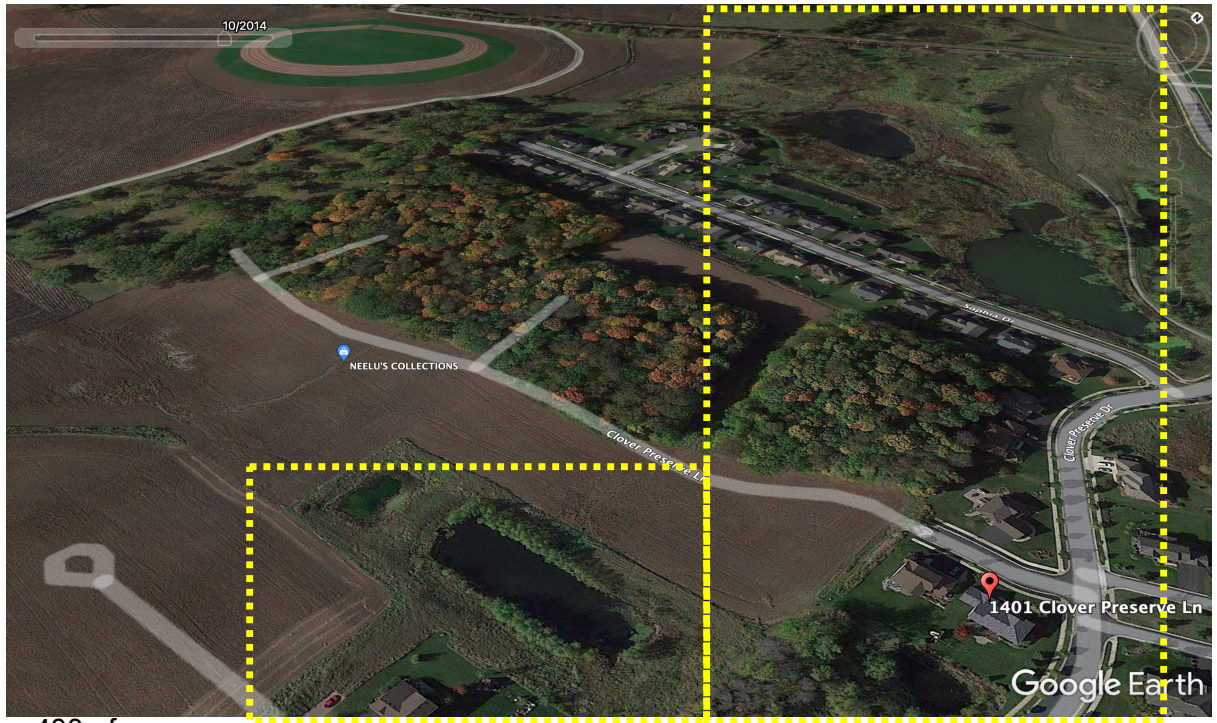
# Restoration continued with expansion

As development continued, the wetlands came into their own. These wetlands and the legacy tree stand were quickly adopted by ducks, geese, swans, deer, coyotes, muskrats, and others.

2006



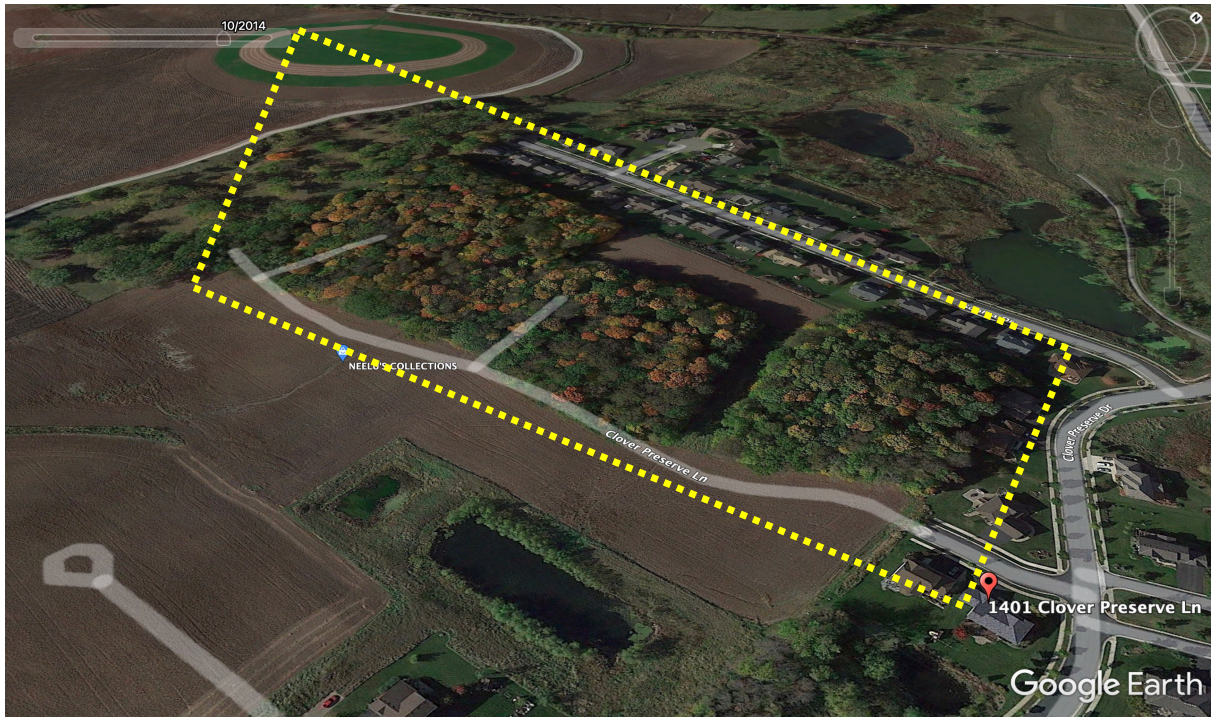

2014



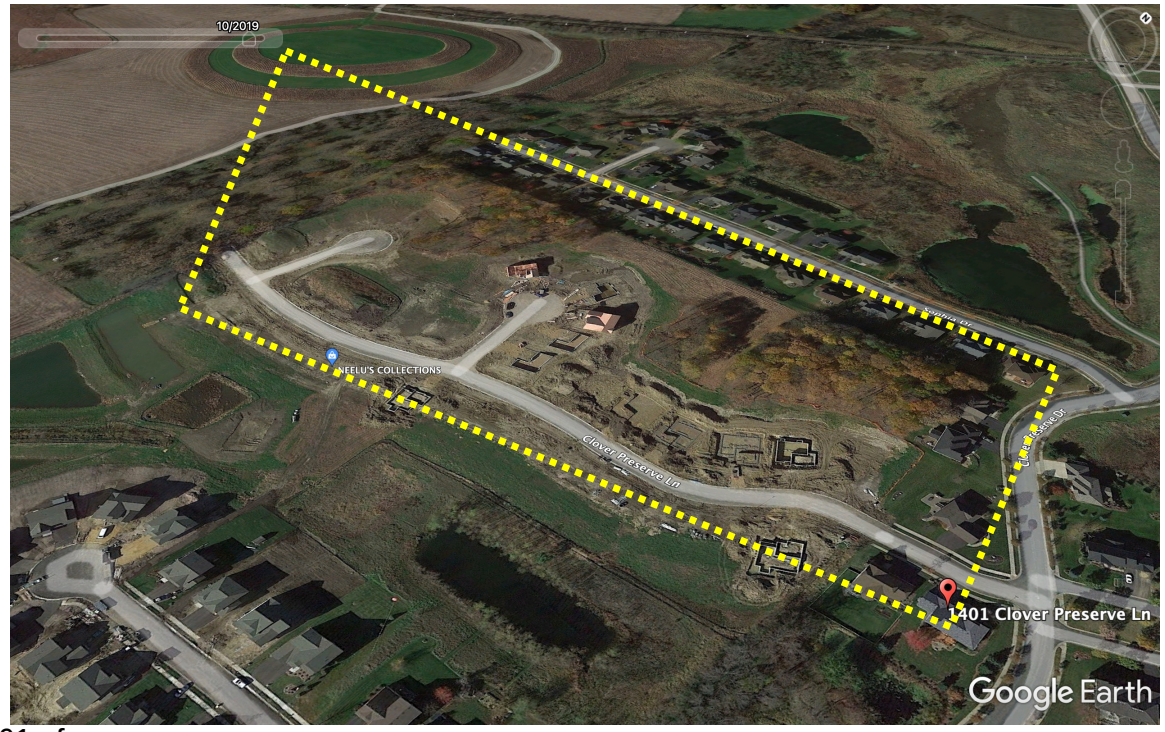
# In 2019 we moved away from this legacy

With the approval of Sagewood in 2019 we allowed the near complete elimination of the legacy Oak and Maple stand for the sake of development.  The impacts of this decision were immediate.  Deer and coyote activity has dropped significantly and birds populations are noticeably lower than before.

2014




2019



# 2019 On The Ground at Clover Preserve Lane

Tree Elimination Day – This was one week's work to eliminate 100's of full growth Oaks and Maples






# Propterty value impacts of decisions are real

Property boundary before Sagewood 2



Today – All Property Boundary Trees Eliminated
No consideration was given to leave even one lot of trees to limit impacts



# Clover Preserve Lane Impact

It was always known that Clover Preserve Lane would be extended, but little thought was given to resident input to avoid tree elimination last time. At the cost of the tree stand we gained housing on the north side of clover preserve lane. ***Now, we ask you to consider the traffic and safety impact you will create on our street with this proposal.***

Summer 2019



Today

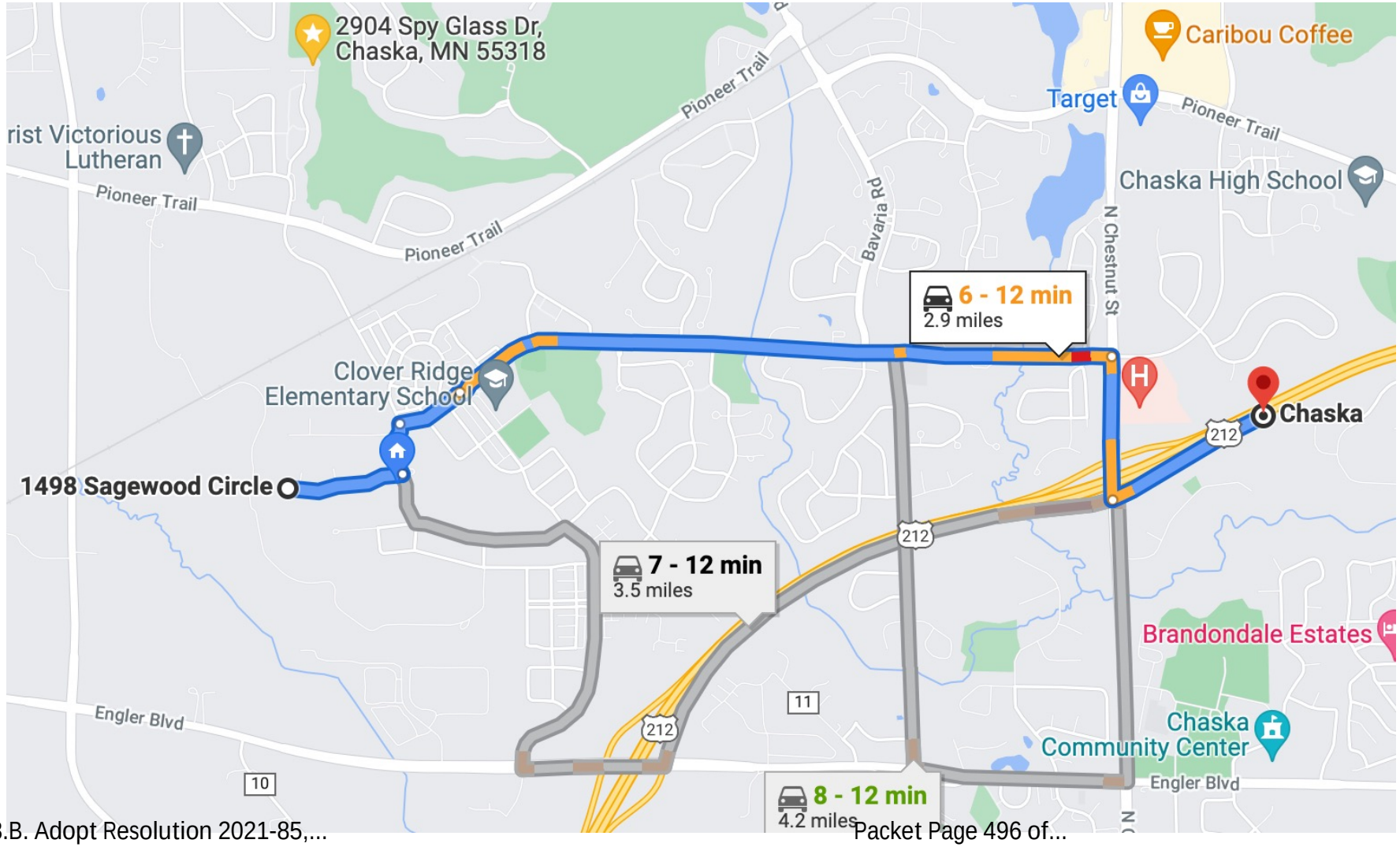


# Appendix

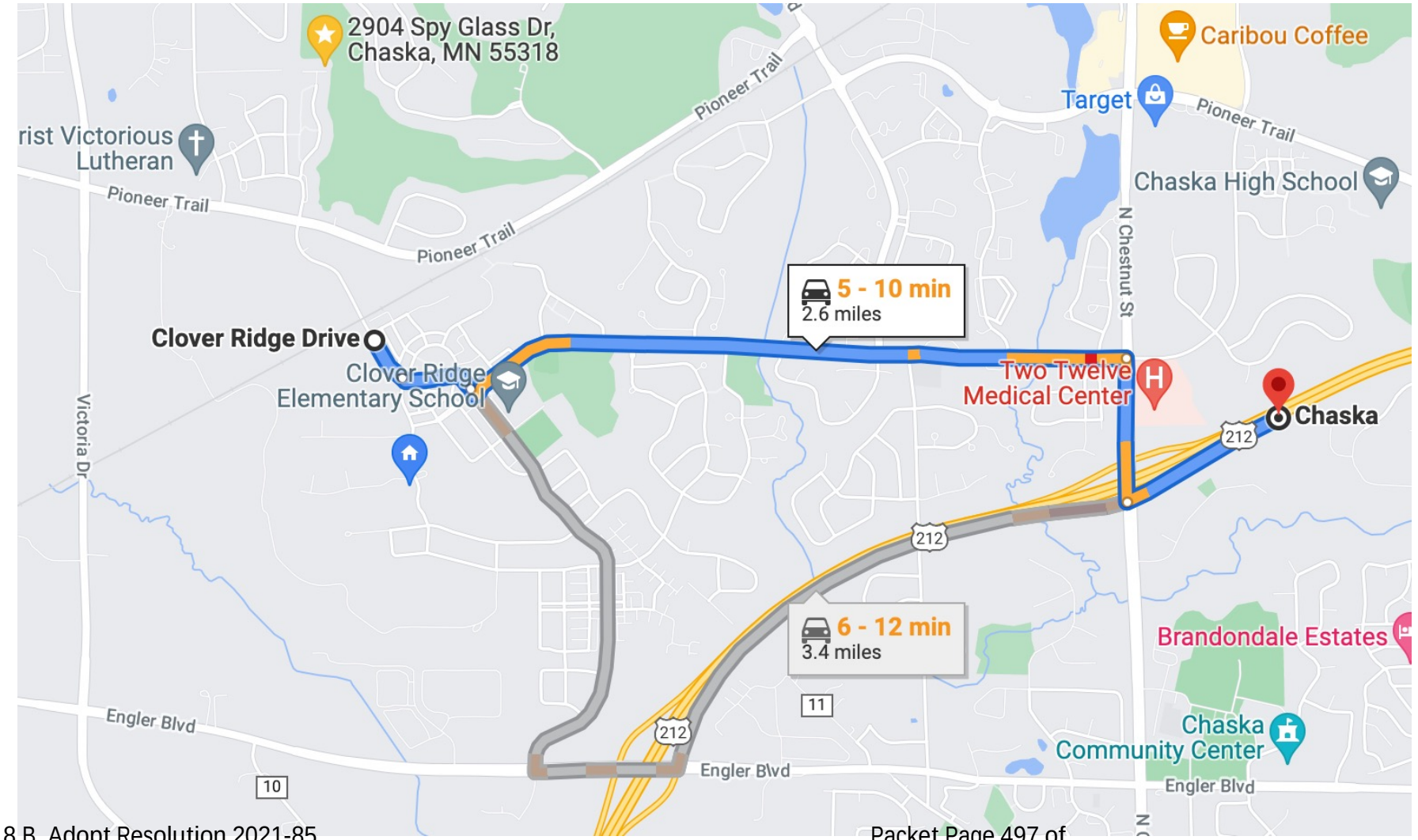
## Likely Traffic Flow Patterns

## (Google Maps Recommended Routes)

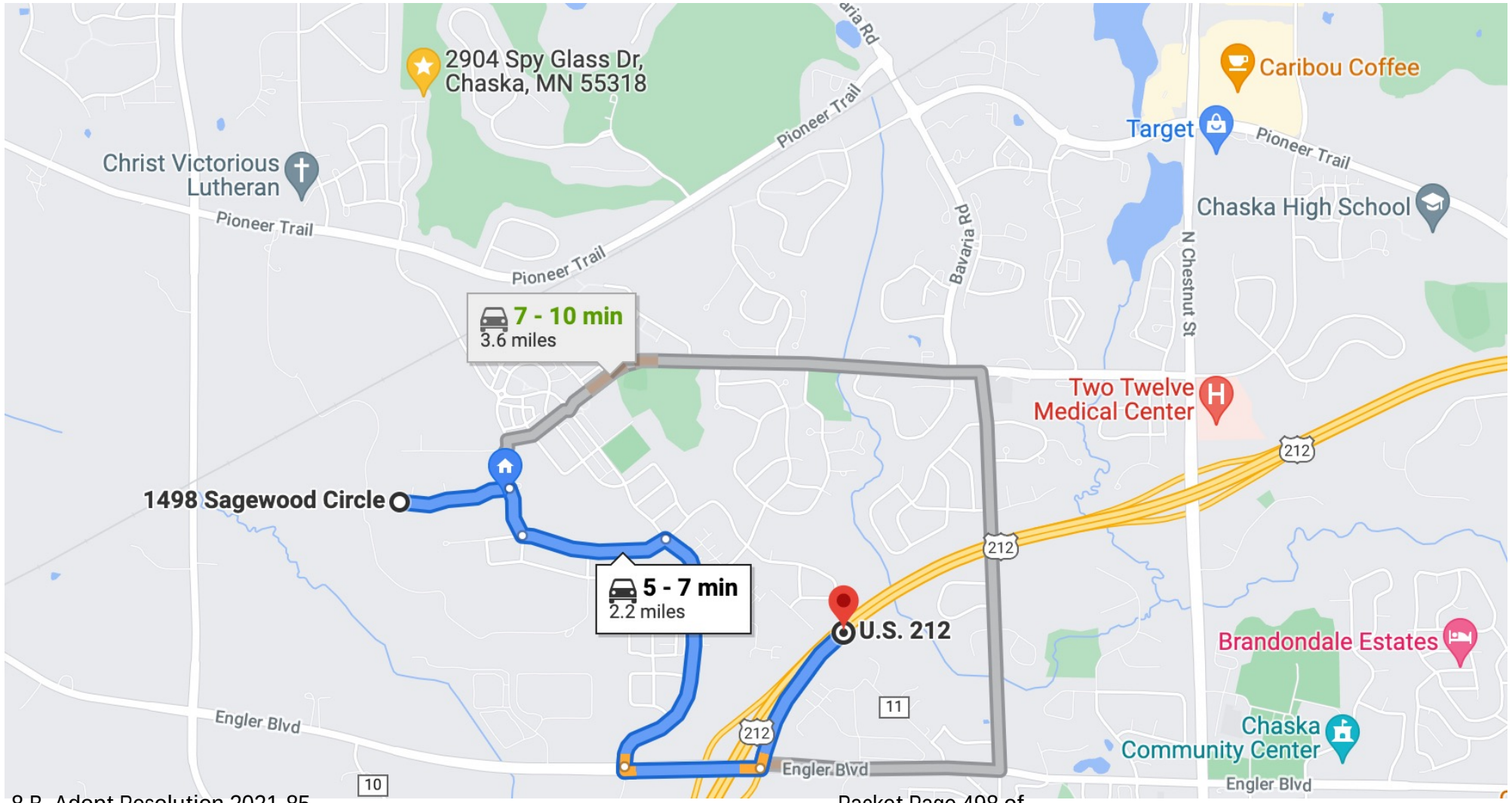
# 212 Access – Clover Preserve Ln to 212 East Weekday at 7:30 AM



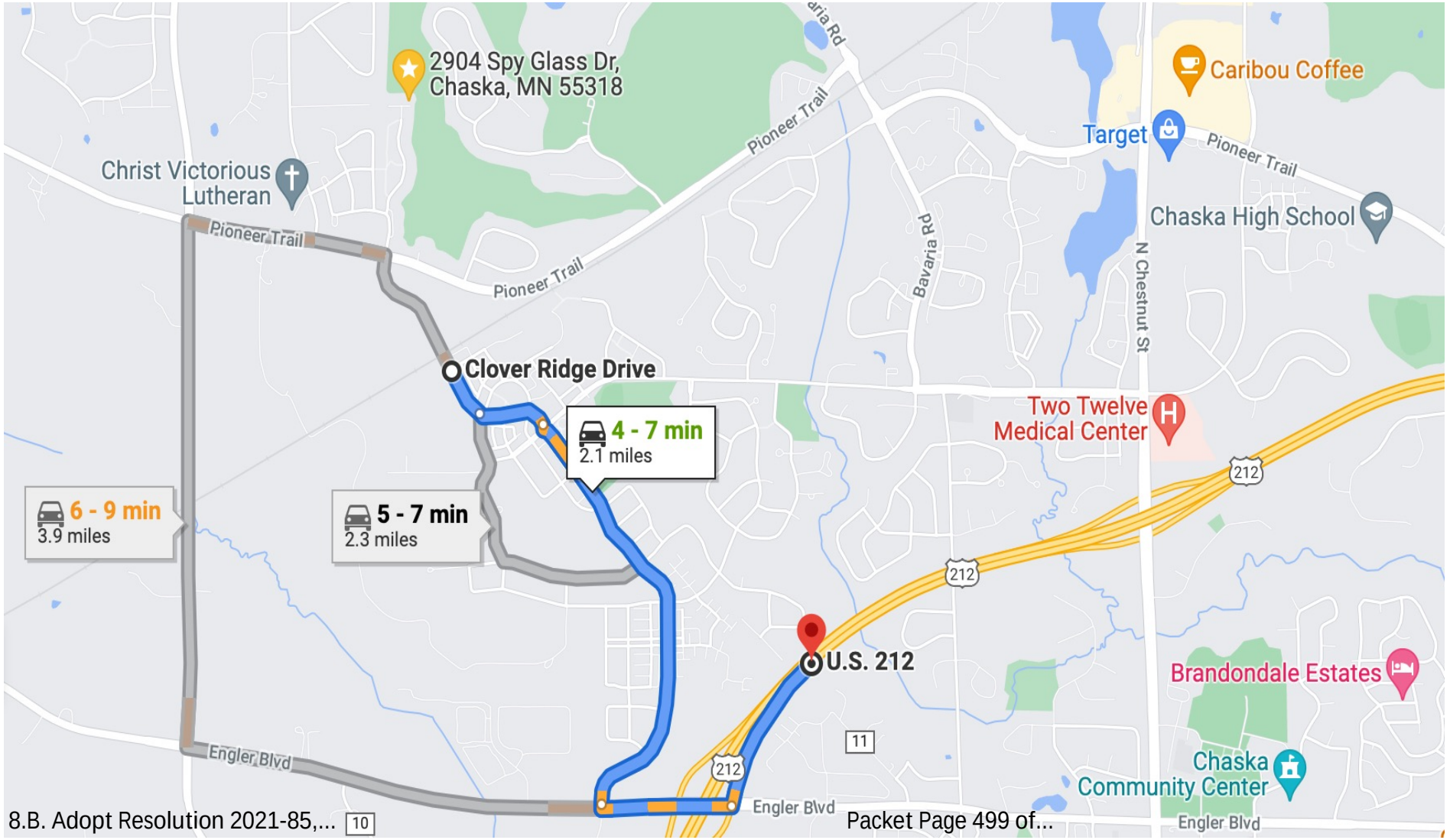
# 212 Access – Clover Ridge Access to 212 East Weekday at 7:30 AM



# 212 Access – Clover Preserve Ln to 212 E via Engler Weekday at 7:30 AM



# 212 Access – Clover Ridge to 212 E via Engler Weekday at 7:30 AM



## Elizabeth Hanson

**From:** Deb Ridgeway <DRidgeway@drhorton.com>
**Sent:** Wednesday, December 8, 2021 1:33 PM
**To:** Jeremy Landkammer Ely
**Cc:** Michael Suel; Elizabeth Hanson; mbenson@wpcrealestate.com; Kevin Ringwald
**Subject:** [EXTERNAL]RE: Oak Creek Development - Chaska, MN

Good afternoon Jeremy,
Thank you for the phone call earlier. Below is a summary of our conversation.

Liz, feel free to include these comments to your presentation tonight.

1. Consideration of Oak Creek to be part of Jonathan HOA – As discussed, we are willing to learn more about this option, but not able to commit at this time. Our immediate goal is to get the site layout finalized with Planning Commission & City Council. As we move to preliminary plat, we'd like to learn more about Jonathan & the annexation process. We will reconnect in January.

2. Parks & Trails – As a resident of the neighborhood, you are concerned that parks & trails are not shown on the concept plan. Sidewalks, trails & park/play area will be determined with preliminary plat. Our goal is to get the layout finalized then these other pieces can fall into place.

3. Apartment site – Would like apartments to consider Jonathan membership. The existing Clover Ridge apartments (across from school) are not part of Jonathan. There are concerns with lack of property management response on exterior appearance (i.e. personal property (bikes, toys, etc) being left outside). Horton does not represent the apartment developer, but Mike Benson is copied here.

Please feel free to add anything I may have missed here. We look forward to continued discussions.

Thank you,

D·R·HORTON America's Builder

**DEB RIDGEWAY**
**Land Acquisition Project Manager**

**D.R. HORTON**
20860 Kenbridge Court, Suite 100, Lakeville MN 55044
**phone:** 952.985.7864 **mobile:** 612.258.8923 **web:** www.drhorton.com

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**From:** Jeremy Landkammer Ely <jlandkammerely@jonathaninchaska.com>
**Sent:** Tuesday, December 7, 2021 7:26 PM
**To:** Deb Ridgeway <DRidgeway@drhorton.com>; Michael Suel <msuel@drhorton.com>
**Cc:** Elizabeth Hanson <ehanson@chaskamn.com>
**Subject:** Oak Creek Development - Chaska, MN

[External]

Dear Ms. Ridgeway and Mr. Suel:

My name is Jeremy Landkammer Ely and I serve as President of the Board of Directors for the Jonathan Association. I would like to formally extend the opportunity for you to consider Oak Creek Development as part of the Jonathan Association of homeowners. Leveraging our scale of over 3,500 homes, we provide an established HOA management system for communities being developed adjacent to our existing neighborhoods. Benefits include access to 30 miles of trail systems, tot lots, and maintenance of common areas including neighborhood monuments. Because of our size, we are able to maintain relatively low annual dues while providing your prospective homeowners ammenities of a larger association.

We recently executed declaration of the Lennar Development, Reserve at Autumn Woods. Our partnership with the City, Developer and existing neighborhoods resulted in a a cohesive development plan that will add value for the entire community. Our legal firm, Hellmuth & Johnson, are experts at navigating this and the Jonathan Association would take on the project within our operating budget.

I apologize that I was not in attendance at the Community Meeting as I just recently learned of the development going to concept. I'd love to connect tomorrow and discuss prior to attending the Planning Commission Meeting. Is there a time in the afternoon that works best for both of you?

Best,

Jeremy Landkammer Ely
President | Board of Directors
The Jonathan Association
www.jonathaninchaska.com

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# OAK CREEK

**(fka SAGEWOOD 3RD)**

**NEIGHBORHOOD MTG**

Thurs, 11/18/21 at 6:30PM

Chaska Community Center, Auditorium/Theater

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**Attendees:** Approximately 30 homes represented (sign-in sheet attached)

**Introductions:**

Mike Suel, DR Horton

Deb Ridgeway, DR Horton

Mike Benson, Wallingford Properties (rep Chaska Investments)

Fran Hagen, Westwood

Cory Meyer, Westwood

**Brief description of the Plan & Explanation of City Process**

**Questions/Concerns/Discussion Items:**

- Why did the name to Oak Creek? *Since Sagewood is complete, new marketing will occur with this neighborhood as well as an HOA.*

- Will any of the homes be part of Sagewood or Jonathan HOAs, specifically the Sophia lots? *Homes will not be part of Sagewood since the HOA turned over & there is re isn't the ability to add them. It is anticipated that a new HOA will be created for Oak Creek. Horton will reach out to Jonathan.*

- Why is City staff not at this meeting? *The City does not typically attend; wants developer to meet with neighbors before public hearing process.*
- Why does Sophia have a cul de sac & not Clover Preserve? *Utility connections are coming from Clover Preserve. Additional tree preservation is being achieved.*

- All traffic will come down Clover Preserve Lane now that Sophia is shut off. This is a huge number of homes.

- Who was notified of this meeting? Seems that more owners and school should be notified due to increased traffic. *Notification was per City public notice guidelines of 350 feet plus all owners on Sophia, Clover Preserve Lane, Sagewood Circle & Sagewood Court.*

- Owner voiced concern with road extension & homes on new access road. In City Comp Plan, this is guided as Open Space.

- Horton plans to conduct traffic study in Dec. Is this a good time to do a traffic study since things aren't back to normal with many people still working from home? *Unfortunately, we don't know what the new normal will be.*

- What City's position on closing off Clover Preserve Lane, since cars are already backed up on this road in the morning?

- Will Horton be getting approval from the railroad for the street extension? *The plan does not encroach onto railroad property or easement, so not necessary.*

- An owner commented about the farmer's field accesses; the site is being set up for future expansion of the neighborhood. *These access points aren't wide enough for road right-of-way.*

- Comment made that there needs to be a 3rd access point.

- How was traffic assessed with roads already maxed out?

- Travis Olson commented that the plan is better, but not the best. Next steps include hearing from Planning Commission & City Council before making further changes.

- Owner on Clover Preserve thought access would go to County Road 11.

- Can Horton explain why 2 accesses are needed for safety/emergency situations? Directed by City; need for 2 accesses in cases of emergency where 1 access may be cut off.

- Owner on Sophia Circle concerned with green space going away where new access is proposed. They thought Sophia would be extended & that area wouldn't be developed. Ruining open space views & wild life.

<u>APARTMENT SITE</u>

- If the concept plan doesn't get approved, there will be no access road along tracks? Correct.

- What's the difference between medium- and high-density zoning? *Not sure on exact definition for Chaska, but generally, medium is 6-10 units per acre and high is 10+ units per acre.*

- City allows apartment building height to be up to 50 ft; the proposed doesn't fit? F*illing around lower parking level to bring up the grade to the patio will be reviewed.*

- Apartment rep noted that a developer is bringing forward a proposed apartment on site just north of the tracks.

## OAK CREEK - NEIGHBORHOOD MEETING

**11/18/2021**

| Name | Address | Email |
|---|---|---|
| PABLO MURILLO/BOARD | 1466 CLOVER PRESERVE LANE, CHASKA 55318 | pablo_429@msn.com |
| Shannon Melville | 2750 Clover Preserve Drive Chaska | shannon.r.melville@gmail.com |
| Kari Kalkman | 1461 Clover Preserve Lane | kdkalkman@gmail.com |
| Yasin Yusuf | 1426 Clover Preserve Lane | Yasin.a.Yusuf@gmail.com |
| RAY LINDNER | 1401 CLOVER PRESERVE LANE | RWLINDNER@GMAIL.COM |
| Eugene Vorobey | 1394 Romas Ct Chaska | eugenevorobey@yahoo.com |
| Jeff Stuhr | 1462 Sophia Circle | Jeff.Stuhr@comcast.NET |
| Wade Sorenson | 1456 Sophia Dr | wade.sorenson@gmail.com |
| Travis Olson | 1439 Sophia Dr. | teolson99@yahoo.com |
| Chris Goemer | 1452 Sophia Dr | Cgoemer@gmail.com |
| Matt Koehler | 1490 Sagewood Circle | mattkoehler79@gmail.com |
| Kelly Harris | 1405 Clover Preserve Lane | kellymcgill97@hotmail.com |
| Brian Moe & Kerry | 1446 Sagewood Ct | Kerrylynnmoe@gmail.com |
| John Carlos | 1422 Clover Preserve Ln | johncarlos800j@yahoo.com |
| SALEEM MOHAMMED | 1473 Clover Preserve Ln | Yaseen.saleem.mohd@gmail. |
| Vinlala | 1453 Clover " | Vinlala.boyalla@gmail.com |
| VASUDEVA REDDY | 1449 " " | VASUDEVAREDDY.PASHAM@gmail.com |

## OAK CREEK - NEIGHBORHOOD MEETING

**11/18/2021**

| Name | Address | Email |
|---|---|---|
| RAGHAVENDRA KANDURI | 1454 SAGEWOOD CT Chaska | SLK.raghu@gmail.com |
| Beth Sanchez | 1448 Sophia Dr | bethkraemer@hotmail |
| Brooke Sorenson | 1456 Sophia Dr | brooke@usfamily.net |
| JOHN CARRAUX | 1466 Sophia Cir | JCCARRAUX@outlook.com |
| ANTHONY NAGASSAR | 1475 SOPHIA DRIVE | Enagassar@gmail.com. |
| Deepan Pasupathy | 1433 Clover Preserve Ln | CONNECTDEEPAN@gmail.com |
| Shanmyam Dhanabalan | 1474 Clover preserve Ln | Shanquin@gmail.com |
| Darnell & Brittany Cage | 1417 Clover Preserve Lane | teamcage53113@gmail.com |
| Bijay Shrestha | 1476 Sophia Dr. | shresthab@gmail.com |
| Chris Hartford | 1479 Sophia Dr. | hartzy34@gmail.com |
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# OAK CREEK
## (fka Sagewood Phase 3)
### Concept Plan Narrative
### Revised 11/24/21
### Chaska, MN

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EXISTING CONDITIONS

The nearly 50-acre site is located to the west of the Sagewood and Clover Preserve neighborhoods and south of the Twin Cities & Western Railroad line. The site, currently used for agricultural purposes, is in Laketown Township and subject to annexation by the City (the “Kelzer Property”).

The site received concept plan approval in May 2020 with the condition that access be further reviewed. This proposal includes additional property that will provide direct access to Clover Ridge Drive parallel with the rail line. The owner of this additional property is also filing an application for Concept Plan approval for approximately 160 units of apartments (the “Chaska Investment Property”).

The southerly portion of the Kelzer Property contains an area of trees. A tree survey indicates approximately 207 trees of varying sizes and species that are evenly distributed throughout. The majority is Oak. The remaining species include a combination of Cedar, Basswood, Ash and Elm among a few others. There are clusters of trees that are anticipated to be preserved, which will be identified with the preliminary plat when grading can be further analyzed.

A Notice of Determination of wetlands on the Kelzer Property was received November 2019 and it was determined that there are 10 wetlands on the site. The wetlands range in size from 158 sq. ft. to 21,953 sq. ft. A small creek also transverses the site from north to south. The current concept plan avoids the wetlands on the Kelzer Property.

A Notice of Determination of wetlands for the access area on the Chaska Investment Property was received November 2020. This site contains a large wetland complex with various upland areas. Impacts to the wetlands will be identified with the preliminary plat.

NEIGHBORHOOD GOALS

Oak Creek is the next portion of Laketown Township to be annexed and developed as part of Chaska. 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 2-story homes in and around Sagewood
- Creating a neighborhood layout that is sensitive to the existing conditions, including availability of utilities, natural grades and drainage and traffic patterns
- Preservation of trees and buffer to existing homes.
- Enhancement of a small community feel

## THE NEIGHBORHOOD

*General Site Information*

The proposed Oak Creek consists of 107 single family lots with a typical lot size of 65 feet wide by 140 feet deep. Minimum setbacks are proposed to be consistent with those approved for Clover Preserve and Sagewood: front setback of 26 feet, side setback of 5 feet, corner lot side setback of 26 feet and rear yard setback of 20 feet. The Chaska Investment Property is planned for approximately 140 apartment units and is being submitted concurrent with this application.

The neighborhood will be accessed from an extension of Clover Preserve Lane as well as a new access from Clover Ridge Drive near its intersection of Romeo Court. This will create a looped road system to address the traffic concerns discussed as part of the original concept plan. Sophia Drive is planned to include a cul de sac with 6 homesites. Sidewalks will be an extension of the existing conditions on Clover Preserve Lane.

A private neighborhood park is planned for the site in a location to be determined, but likely centrally located near the creek. Park amenities will include a play structure and seating.

The proposed homes will be 2-story single family designs, which are like those in the current Sagewood neighborhood. DR Horton anticipates offering approximately 7 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 will also be similar to homes in Sagewood, starting in the lower to mid $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 Oak Creek. These include:

- Site Access. As revised from the 2020 concept plan, access is being created from Clover Ridge Drive parallel with the rail line. Additionally, Clover Preserve Lane will be extended from the existing Sagewood neighborhood.

- Existing Terrain and Creek. The site naturally drains to the creek located along the west side of the side and ultimately off-site to the south. It is this feature that influenced the design of separate north and south areas with ponding located throughout the site.

- View sheds. The topography of the site is such that the north portion sits higher than the south. This creates open sight lines to the south and west. The design takes advantage of this feature by providing a majority of the homes with desirable views. Those homes that face the north or east will benefit from the pond or wooded views.

- Tree Preservation. There is a large grove of trees located in the south area of the site. The site layout is sensitive to this feature and therefore accommodates preservation of trees. A more detailed analysis of tree preservation will take place at the time of preliminary plat.

- Utilities. Water & sewer is stubbed to each access point on the east. The site's layout is influenced by the extension of these utilities. A sanitary sewer lift station will be needed to serve this site. The final location of the lift station will be completed at the time of Preliminary Plat.

- Railroad. The Twin City and Western Railroad has a set of tracks along the north boundary of the site. Additional buffer and setback for lots that back the railroad tracks will be required. Due to the grade differential adjacent to the tracks, varying approaches to screening will include berming and landscaping.

- Farm Access. Currently, the land owner accesses the site for farming via a driveway over the railroad tracks. Upon development of the northerly portion of the site, farm access will be rerouted through the public road system to access the southerly & westerly retained parcels.

<u>REVISIONS TO 2020 CONCEPT PLAN</u>

At the time of concept plan approval in 2020, three main concerns were evident from the City Council, Planning Commission, and surrounding neighbors.

1. Traffic. There were concerns with current traffic on the local neighborhood streets which was expected to worsen with more homes.

2. Access. Extensions of Sophia Drive and Clover Preserve Lane will funnel cars through the local streets. An alternative access is needed to lessen the impact on these local roads.

3. Tree Preservation.

In response to the first two items, an access parallel to the railroad line is being proposed. This requires acquisition of additional property owned by Chaska Investments. Securing this property for Oak Creek is dependent on concept plan approval of Clover Field Apartments, which has bene submitted concurrent with this application. The new access road connects to Clover Ridge Drive, which is classified as a collector road. The goal in creating the northerly connection is to encourage traffic to use the collector road system within the surrounding neighborhood to reduce the impact on the local roads.

As a result of the new connection, a cul de sac is proposed at the end of Sophia Drive. Clover Preserve Lane extends west into Oak Creek, which is where utilities are being extended from. This layout intends to create only one creek crossing and minimize wetland impacts.

Greater preservation of trees can be achieved with the revised concept. The 2020 plan had 23 lots within the wooded area and the current plan has 18 lots. A preliminary review anticipates approximately 51 percent of the trees being saved, where the previous plan showed about 38 percent. A more in-depth review of tree preservation will be completed at the time of preliminary plat.
Reducing lots in the treed areas and creating another access point result in increased land acquisition and construction costs. As such, the overall area of the site has been increased from 42 acres to 52 acres. The additional land acquisition includes approximately 7 acres from Kelzer and 3 acres from Chaska Investments for the access road. Overall unit counts have changed from 83 units to 107 units with the same density of 2 units per acre.

Based on comments from the November 18th neighborhood meeting, the site plan has been revised to address concerns about future traffic through Sagewood 2nd Addition. The plan continues to be evaluated, but the accompanied version intends to further encourage use of the new northerly access.

D.R. Horton looks forward to hearing comments from the Planning Commission and City Council as we move toward the next stage in the approval process.

# Regional Context




No Scale


Westwood
Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
12701 Whitewater Drive
Minnetonka, MN 55343
westwoodps.com
Westwood Professional Services, Inc.


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0024429 11-08-2021

Sagewood 3rd
Chaska, MN

# Existing Conditions




## CHASKA INV. PROPERTY DATA

| | |
|---|---|
| Gross Site Area: (as illustrated) | 3.2 ac |
| Existing Wetlands: | 0.2 ac |
| Net Site Area: | 3.0 ac |

## KELZER PROPERTY DATA

| | |
|---|---|
| Gross Site Area: (as illustrated) | 49.2 ac |
| Existing Wetlands/Stream: | 2.2 ac |
| Net Site Area: | 47.0 ac |

Aerial photography from State of Minnesota;
Topography from State LIDAR


Westwood
Phone (952) 937-5150 12701 Whitewater Drive
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoods.com
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0024429 11-05-2021

# Sagewood 3rd
## Chaska, MN

# Site Forces

POOR SOILS AREA:
- Deep loose soils not suitable for homes/roads
- Open space/ponding area

STREAM CROSSING:
- Ideal location for stream crossing due to grades
- Minimize crossing impact & maintain stream hydrology

RAILROAD LINE:
- Requires additional buffer and setback
- Grade differential will require varying approach (berm/landscape)
- Minimize adjacent homesites were practical

HILLTOP:
- Suitable for development
- Source of borrow for development grading

NEW ACCESS:
- Minimize trafic through existing residential neighborhood

OPPORTUNITY
- Incorporate wetland and tree cluster into park / open space preserv. area.

OPPORTUNITY:
- Ability to create a cul-de-sac
Have lots with a stream view as a buffer

LOCAL ACCESS:
- Utilize existing street connections as primary access pts.
- Sensitive buffering of adjacent homes

WOODED PASTURE:
- Dominated by large Oaks
- Challenging opportunity for preservation with exg slope.
- Cluster homes to maximize oppportunity to save key clumps of trees

FUTURE GREENBELT AREA
- Limited Development Potential / Density
- Evaluate need for street connections

POOR SOILS AREA:
- Deep loose soils not suitable for homes/roads
- Open space/ponding area

SITE

## LEGEND

- Access Point
- High Point
- Drainage Patterns
- Stream Flow
- Viewsheds
- Ridge Line / Drainage Break
- Buffer Zone
- Low Point (Ideal Ponding Location)

Ag Field
Existing Wetlands
Existing Wetland Pockets
Preserved woods
Stream
Wetland
TRACT 1
TRACT 2
EXCEPTION
NO BUILDINGS OBSERVED
NO ADDRESS ASSIGNED TO PROPERTY
CLOVER RIDGE DRIVE
SOPHIA DRIVE
CLOVER PRESERVE DEVELOPMENT
SAGEWOOD DEVELOPMENT
SAGEWOOD CIRCLE
SAGEWOOD COURT
CLOVER PRESERVE LANE
H.P. 952
H.P. 929
L.P. 916
L.P. 914
L.P. 908
L.P. 888
0' 100' 200' 300'


Westwood
Phone (952) 937-5150 12701 Whitewater Drive
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0024429 11-08-2021



Sagewood 3rd
Chaska, MN

# Alternative Concept Sketch Plan




## CHASKA INV. PROPERTY DATA

| | |
|---|---|
| Gross Site Area: (as illustrated) | 3.2 ac |
| Clover Preserve Ln. ROW: | 1.2 ac |
| Net Site Area: | 2.0 ac |
| Open Space: (Other buffer, outlots, and ponding; includes wetlands & stream) | 1.0 ac |
| 65' Single Family Lots: | 4 lots |
| Overall Gross Density: (4 un / 3.2 gross acres) | 1.3 un/ac |
| Net Density: (4un / 2.0 gross site area less openspace) | 2.0 un/ac |

## KELZER CONCEPT DATA

| | |
|---|---|
| Gross Site Area: (as illustrated) | 49.1 ac |
| Existing Wetlands/Stream: | 2.2 ac |
| Net Site Area: | 46.9 ac |
| Ponding/Open Space: (Other buffer, outlots, and ponding; includes wetlands & stream) | 14.4 ac |
| 65' Single Family Lots: | 100 lots |
| Overall Gross Density: (100 un / 49.1 gross acres) | 2.0 un/ac |
| Overall Net Density: (100 un / 34.7 gross site area less openspace) | 2.9 un/ac |

Aerial photography from State of Minnesota;
Topography from State LIDAR

Denotes Potential Preserved Oak (verify with grading plans)


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Toll Free (888) 937-5150
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0024429 11-22-2021

# Oak Creek
Chaska, MN

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# THE WHITNEY



AMERICAN CLASSIC A



PRAIRIE D



NORTHERN CRAFTSMAN B



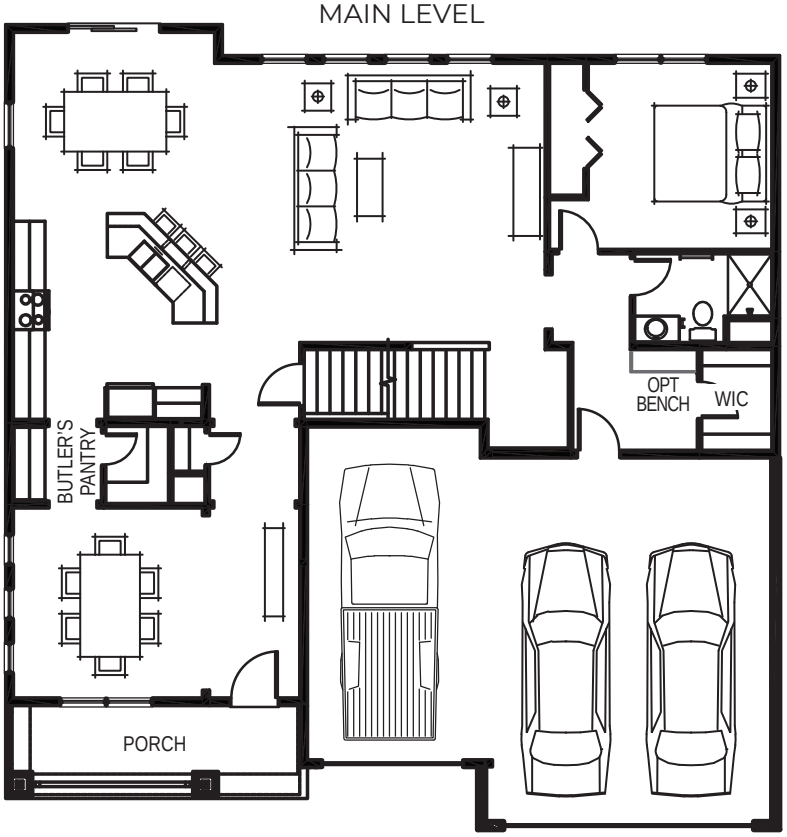
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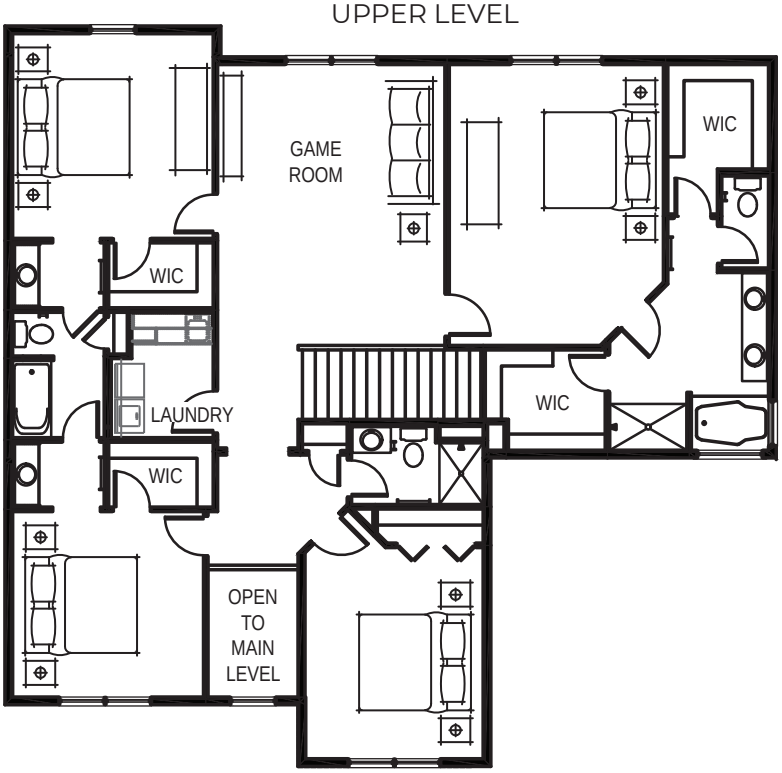
# THE WHITNEY

3,400 SQUARE FEET

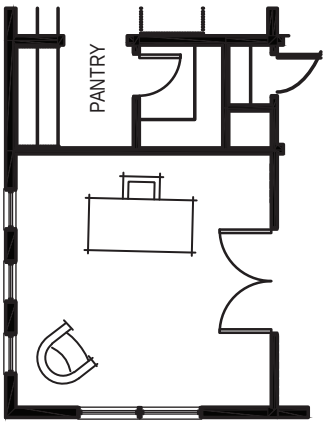
## MAIN LEVEL



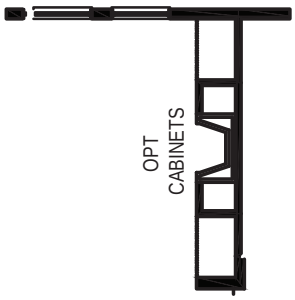

## UPPER LEVEL




## OPT STUDY




## OPT GAS FIREPLACE




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.



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# THE HARRISON



AMERICAN CLASSIC A



HEARTLAND COTTAGE C



NORTHERN CRAFTSMAN B



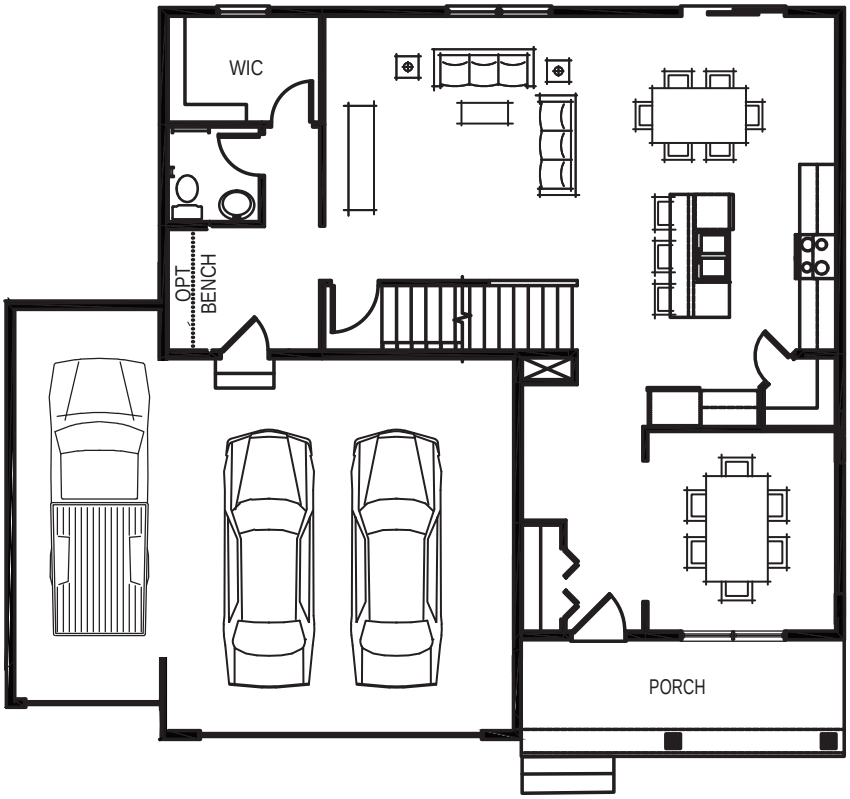
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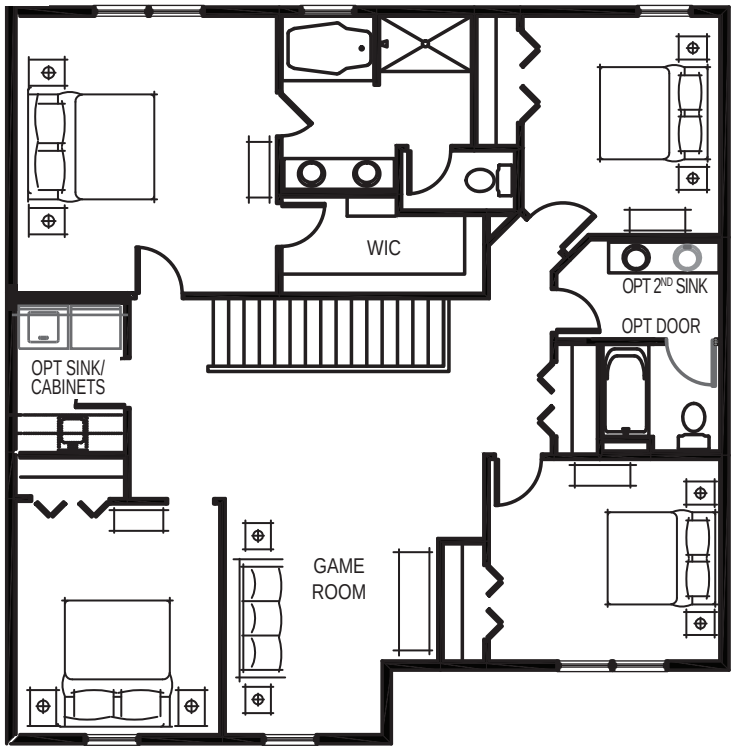
# THE HARRISON

2,522 SQUARE FEET

## MAIN LEVEL



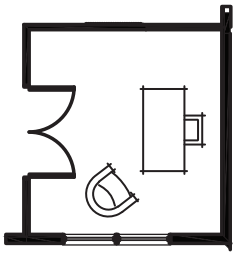

## UPPER LEVEL



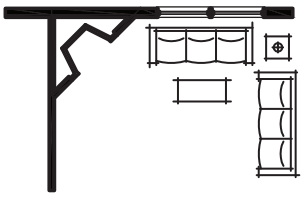

## OPT BEDROOM PLAN W/ FULL BATH



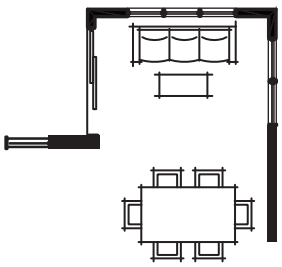

## OPT STUDY



## OPT GAS FIREPLACE



## OPT SUNROOM



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# THE JORDAN


AMERICAN CLASSIC A


HEARTLAND COTTAGE C


NORTHERN CRAFTSMAN B

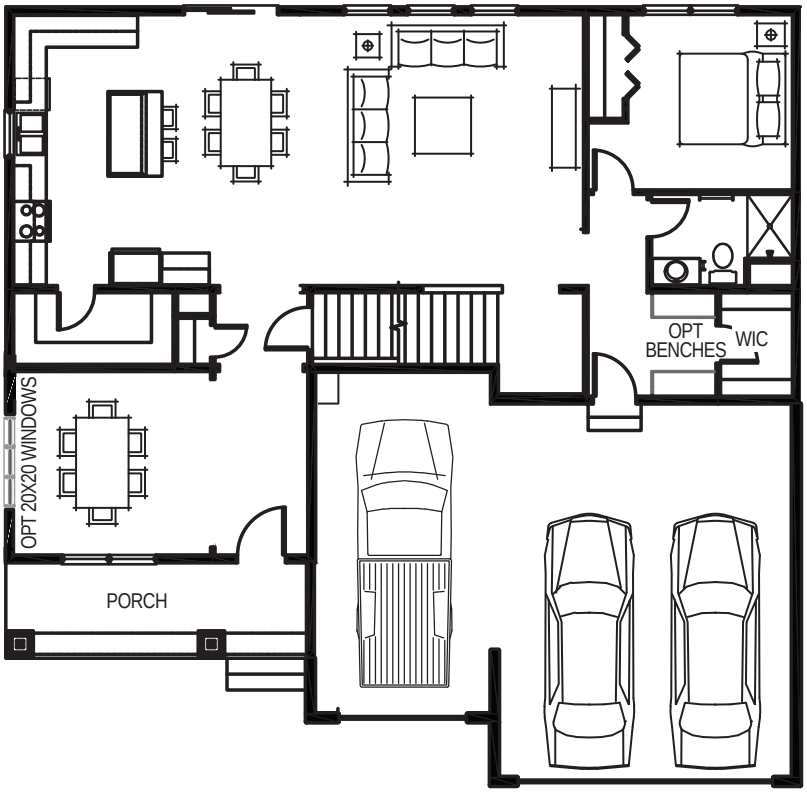

PRAIRIE D


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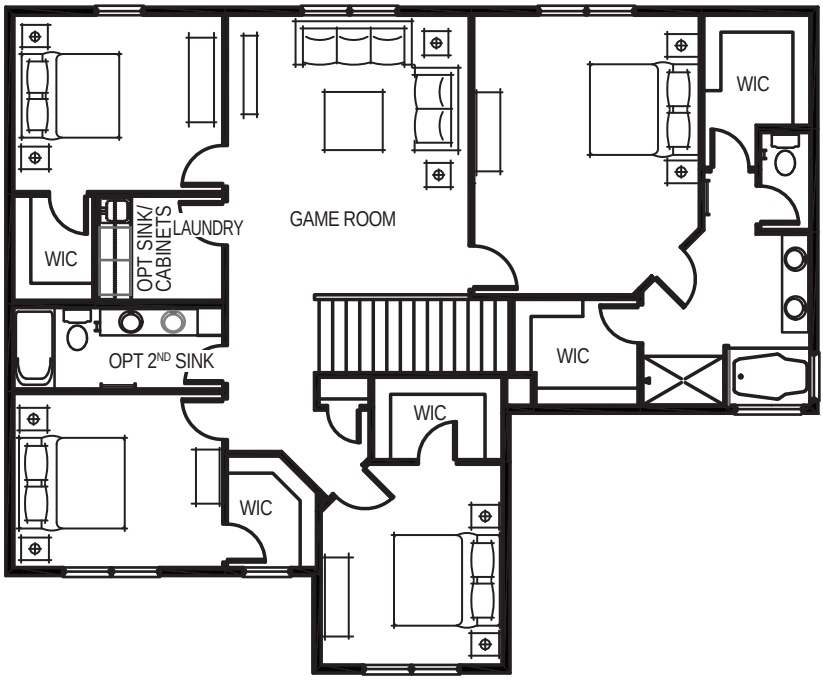
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# THE JORDAN
3,003 SQUARE FEET

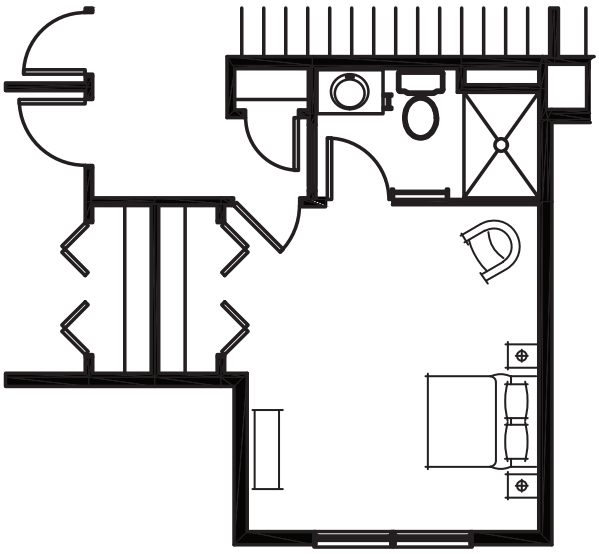
## MAIN LEVEL



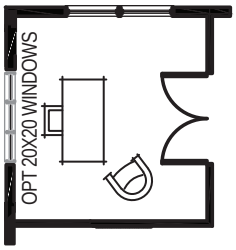

## UPPER LEVEL



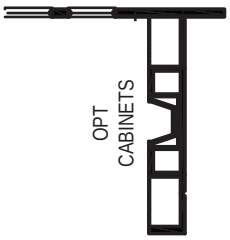

## OPT 3RD BATH



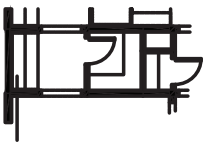
## OPT STUDY



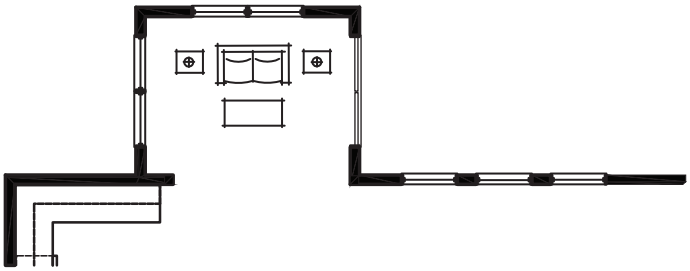

## OPT GAS FIREPLACE




## OPT BUTLER'S PANTRY



## OPT SUNROOM



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# THE REDWOOD



AMERICAN CLASSIC A



HEARTLAND COTTAGE C




NORTHERN CRAFTSMAN B

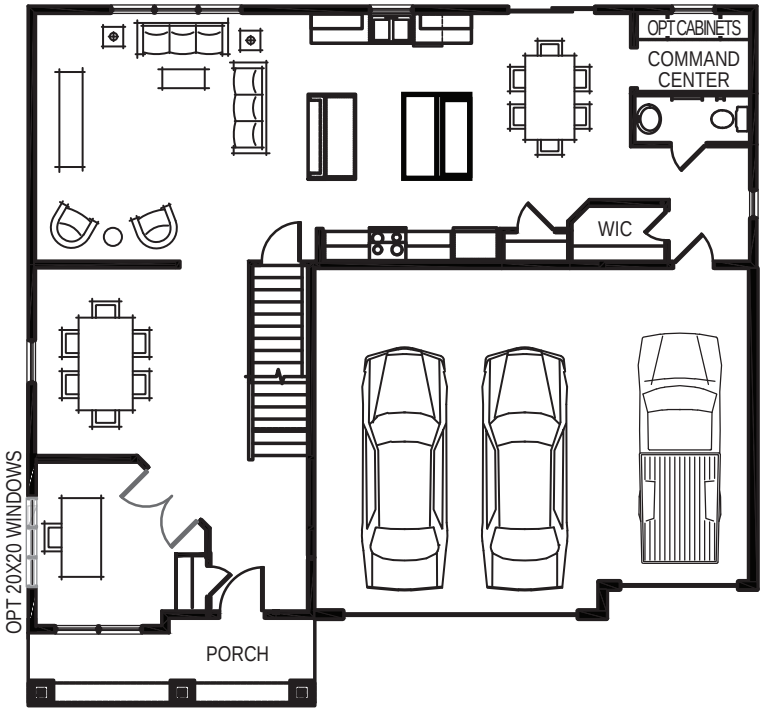

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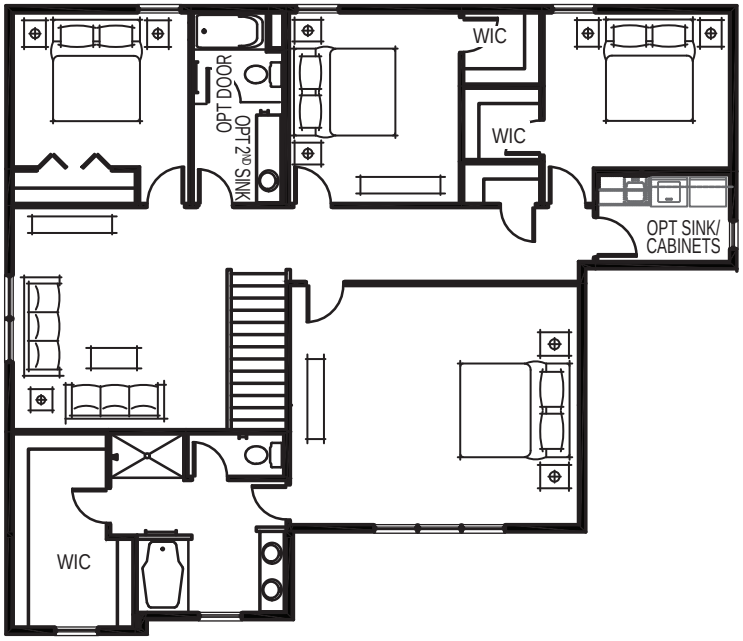
# THE REDWOOD

3,084 SQUARE FEET

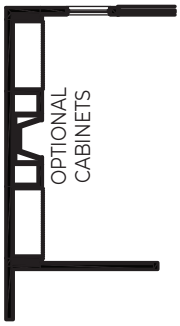
## MAIN LEVEL



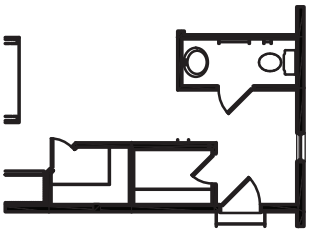

## UPPER LEVEL



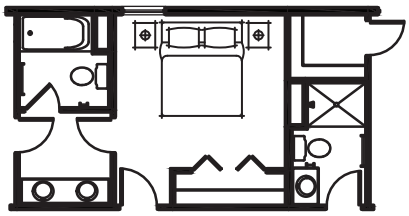

## OPT GAS FIREPLACE



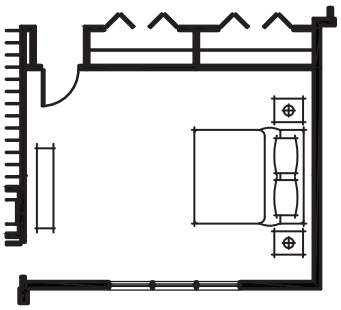

## OPT WALK-IN PANTRY



## OPT JACK & JILL PLUS HALL BATH



## OPT LINEN CLOSETS



## OPT SEE-THROUGH GAS FIREPLACE



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# THE ADAMS


AMERICAN CLASSIC A


HEARTLAND COTTAGE C


NORTHERN CRAFTSMAN B


PRAIRIE D



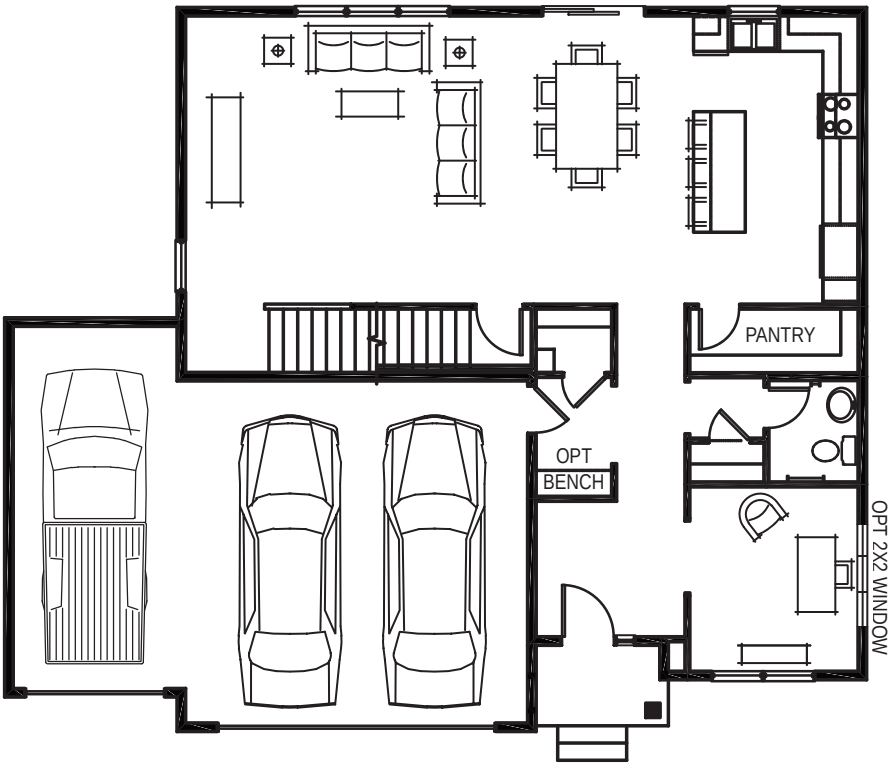
EQUAL HOUSING OPPORTUNITY

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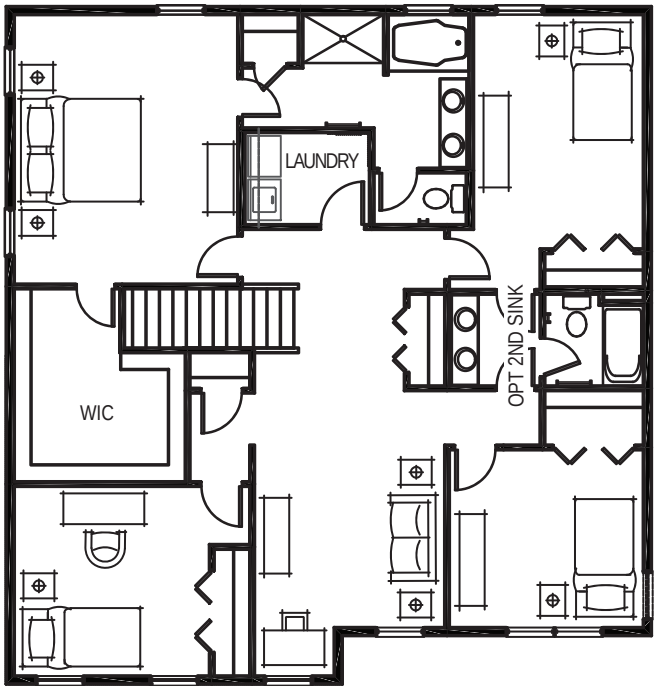
# THE ADAMS

2,776 SQUARE FEET

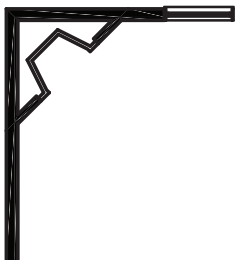
## MAIN LEVEL



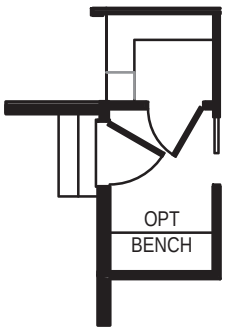

## UPPER LEVEL



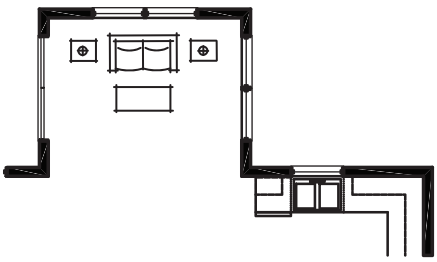

## OPT GAS FIREPLACE



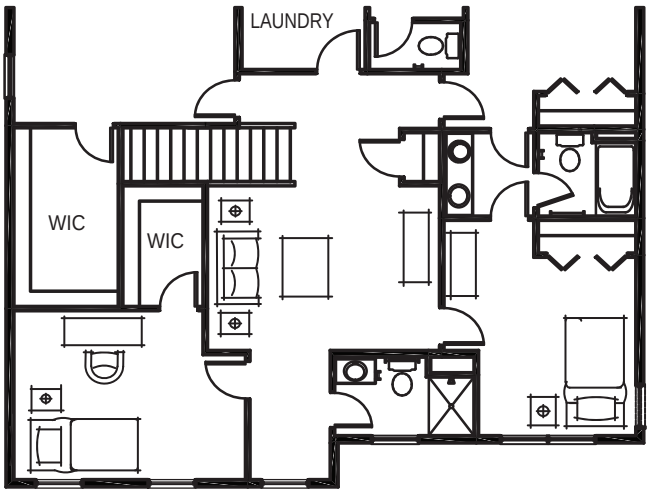
## OPT POCKET DOOR




## OPT SUNROOM



## OPT JACK & JILL 3RD BATH




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# THE GRANT



AMERICAN CLASSIC A



HEARTLAND COTTAGE C



NORTHERN CRAFTSMAN B

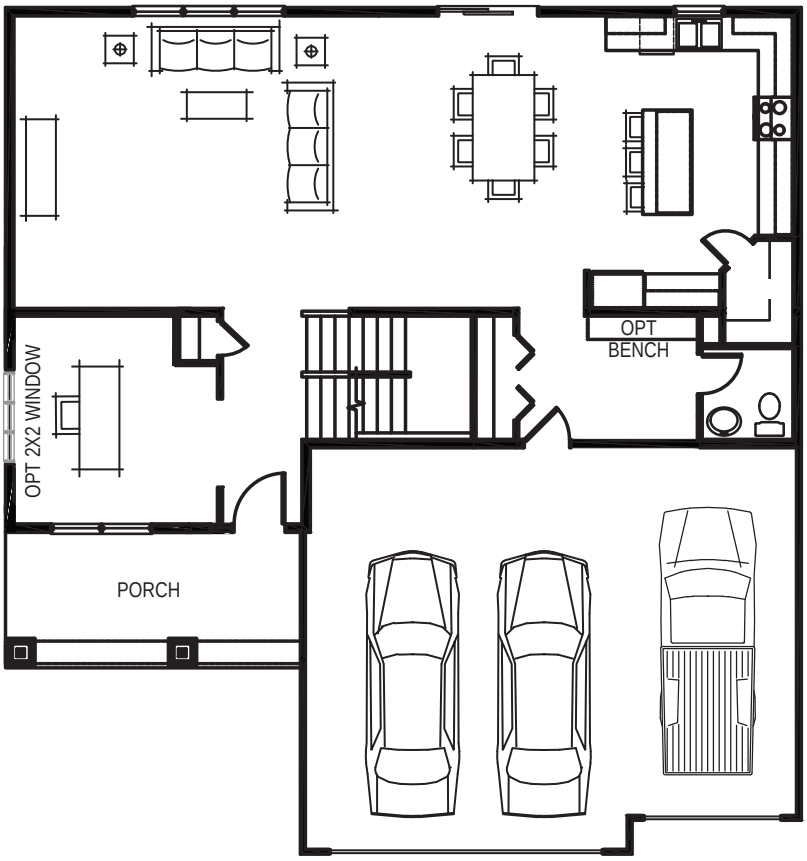


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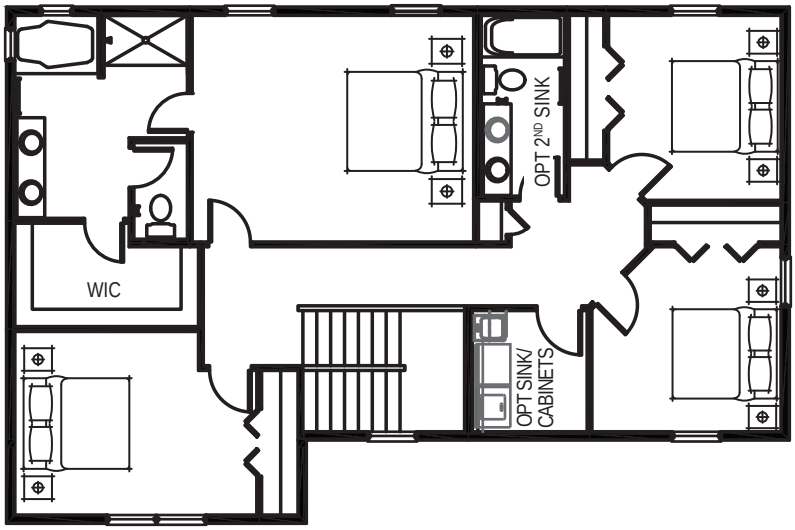
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# THE GRANT
2,553 SQUARE FEET

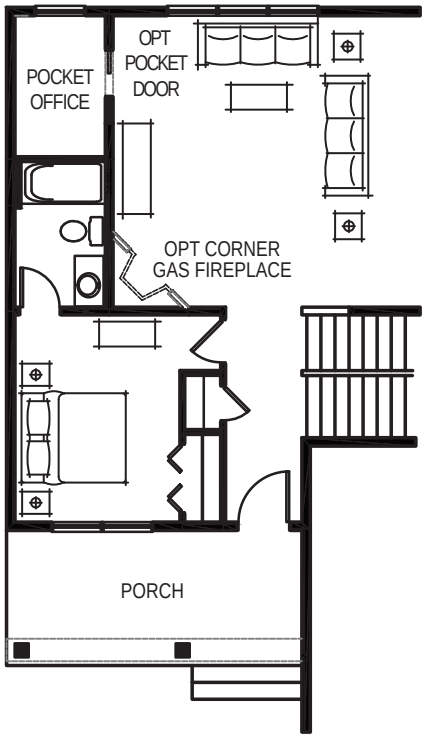
## MAIN LEVEL




## UPPER LEVEL



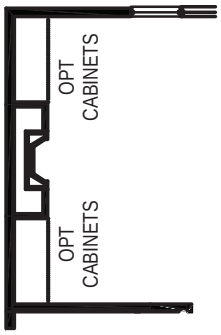

## OPT MAIN LEVEL
## BED, BATH, AND POCKET OFFICE




## OPT LOFT IN LIEU OF BEDROOM




## OPT GAS FIREPLACE




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# THE BRIDGEWATER II



AMERICAN CLASSIC A



PRAIRIE D



NORTHERN CRAFTSMAN E

D·R·HORTON
America's Builder

# THE BRIDGEWATER II

2,599 SQUARE FEET




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CHASKA INVESTMENT LIMITED PARTNERSHIP
9531 West 98th Street, Suite 130
Eden Prairie, MN 55344

November 3, 2021: updated 12.1.21

Mr. Kevin Ringwald
Director of Planning & Community Development
City of Chaska
One City Hall Plaza
Chaska, MN 55318

Mr. Ringwald,
Chaska Investment Limited Partnership is requesting Concept Plan approval from the City of Chaska for a new luxury apartment complex on an approx. 9.9 acre parcel of land off of Clover Ridge Drive in the Clover Fields neighborhood. We are submitting application fee and processing fee as required.

**Goals of the Clover Field Apartment (CFA) project:**

The CFA (situated on the eastern edge of the overall site) will provide Chaska and the Clover Field neighborhood with an upscale residential complex not currently available. The proposed project integrates itself into the neighborhood by connecting to the current pedestrian sidewalk system and with the expansion of the near by trails. Central to this development is an existing wetland which will Remain as open space and a focus of the CFA development. As envisioned CFA would be a welcoming place to live, promoting an active and healthy lifestyle, which will allow Chaska to continue to promote and realize its vision as “The Best Small Town in Minnesota”.

**The Property:**

The proposed CFA will occupy approximately 9.9 acre parcel on the eastern edge of a 27.9 acre parcel located west of Clover Ridge Dr. The site is NW of the Clover Ridge Elementary School/athletic fields and Chaska Community Park. Near by commercial/retail area to east is easily accessible via Hundermark Rd & Pioneer Trail. Additionally, the project is located just south of the Chaska Town Course.

**Existing Conditions:**

The site consists of an open sloping field and green space which offers beautiful unobstructed views of the central wetlands area. Access to the wetlands currently exists for maintenance and will continue to be provided. A continuation of this access will be developed into an expanded trail system.

**Description of CFA:**

CFA will contain 140 +/- luxury apartment units in a four or five story structure with a variety of modern floor plans designs including a mixture of one & two bedroom units. There will be two levels of underground parking which will provide a minimum of one stall per unit with additional surface parking. Green space will be maximized by preserving the central wetlands and adjacent buffering, (approximately 2/3rds of the overall development). Expanded trail on the west side apartment building and the inclusion of an outdoor patio area enhance the community interaction among the residences.

Because the proposed complex is not large in scale, the residential units will be easily absorbed with the current rental property demand in the community.

CFA will be a luxury, market rate residential complex offering its residents a wide array of amenities within the units themselves as well as within the overall complex. Some of the site and project amenities would include a unique gathering area on a roof top patio, main level outdoor patio with grilling areas, all with views of the central wetland area. Residential unit amenities would include walk-in closets, high speed internet, hardwood floors premium countertops, in-unit washer and dryers, kitchen islands and balconies.

The target resident of CFA will be empty nesters as well as millennials, those that are renting by choice because of their lifestyle and are seeking more amenities from an apartment complex.

**Building and Architectural Details:**

The CFA project will make use of the existing site slope from east to west to provide for the complete burying of the G-2 level of the under-building parking. The G-1 level will be exposed on the west side an provide a landscaped patio area outside of the proposed lounge/party facilities located on this level. The project will appear to be a 5-story apartment building from the west with a small penthouse enclosure to access the roof top patio area. The sloping site will generally cover much of the G-1 level apart from the west elevation and landscaped patio area. The G-2 level will be totally covered, apart from the access point at the NW corner of the building.

We have included a few images of our architectural vision for the CFA. Depending on your view point the 4 or 5-story façades will entail detail, accentuating the building corners, base, middle and top. General wall materials will consist of window systems, composite siding, and masonry. Accents of balconies will add texture and depth into the facades. The composition of these materials will provide a harmonious exterior, pleasing to the eye.

**Access and Connectivity:**

CFA is easily accessed via Hundermark Rd/Pioneer Trail and Clover Ridge Drive. Direct access to the site will be off Clover Ridge Dr. and the new city street to the north of the site.

CFA also provides safe, efficient, and easy access to all wishing to get to Clover Ridge Elementary School/athletic fields and the neighborhood retail via city sidewalks and trails, providing for exercise, enjoyment, and travel.

**Compliance:**

Currently the site is zoned as a Planned Multi-Use Development (PMD 15) and guided High Density Residential.

**Staging:**

It is likely that this project will be developed once the new city street is completed north of the site and when the market allows.

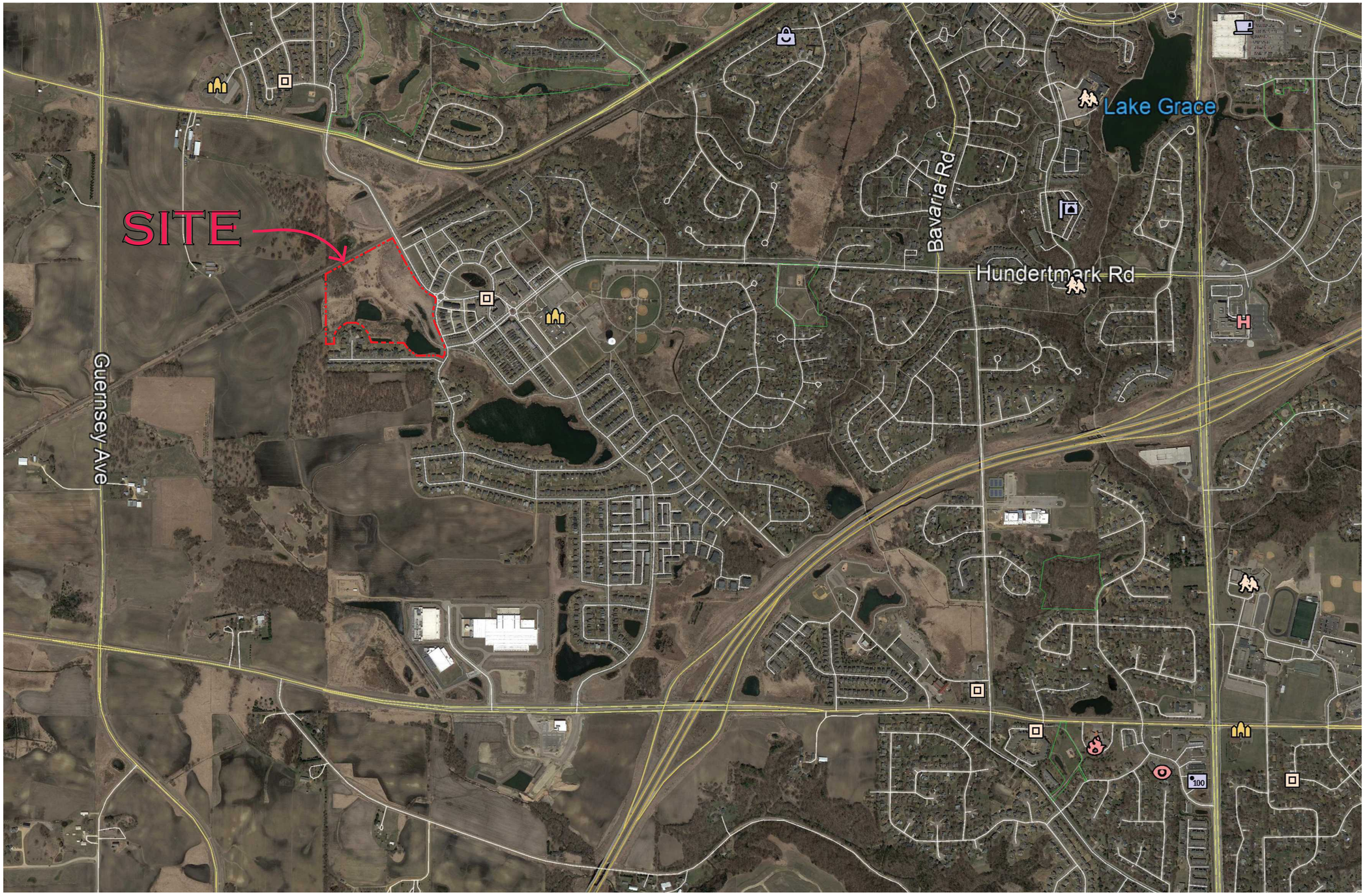
**Drainage:**

The site is sloped toward the central wetlands, mitigation structures will be developed in conjunction with the adjacent developments.

CHASKA INVESTMENT LIMITED PARTNERSHIP:

Michael D. Benson

# Regional Context




Westwood
Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
12701 Whitewater Drive
Minnetonka, MN 55343
westwoodps.com
Westwood Professional Services, Inc.

Chaska Investment
Limited Partnership
0034433 11-03-2021

# Clover Field Apartments
## Chaska, MN

No Scale

# Existing Conditions





Westwood

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Toll Free (888) 937-5150
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Minnetonka, MN 55343
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# Clover Field Apartments
## Chaska, MN

# Site Forces





Westwood
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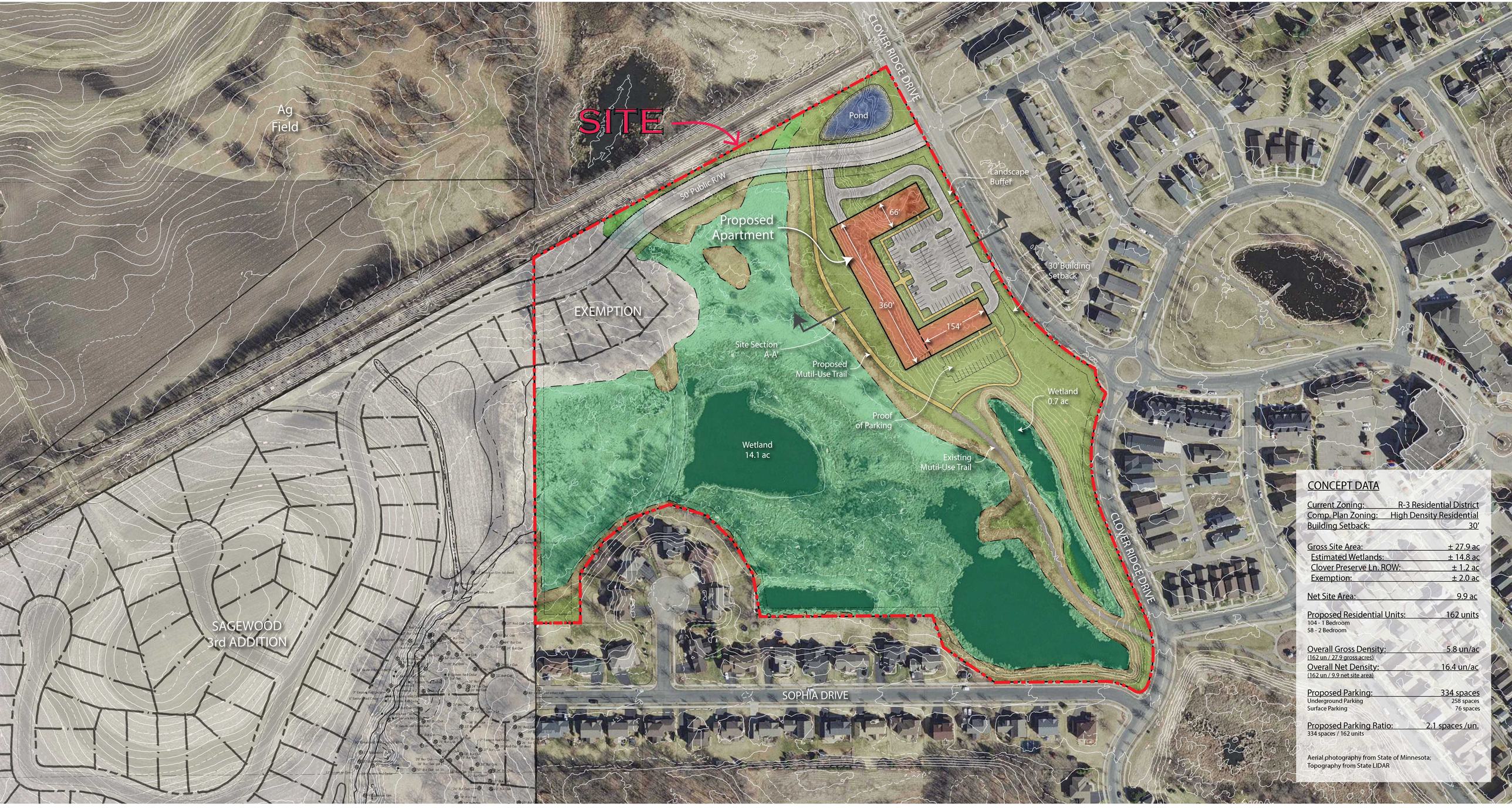

Chaska Investment Limited Partnership

0034433 11-03-2021

## Clover Field Apartments

Chaska, MN

# Site Concept #01




## CONCEPT DATA

| | |
|---|---|
| Current Zoning: | R-3 Residential District |
| Comp. Plan Zoning: | High Density Residential |
| Building Setback: | 30' |
| Gross Site Area: | ± 27.9 ac |
| Estimated Wetlands: | ± 14.8 ac |
| Clover Preserve Ln. ROW: | ± 1.2 ac |
| Exemption: | ± 2.0 ac |
| Net Site Area: | 9.9 ac |
| Proposed Residential Units: | 162 units |
| 104 - 1 Bedroom | |
| 58 - 2 Bedroom | |
| Overall Gross Density: | 5.8 un/ac |
| (162 un / 27.9 gross acres) | |
| Overall Net Density: | 16.4 un/ac |
| (162 un / 9.9 net site area) | |
| Proposed Parking: | 334 spaces |
| Underground Parking | 258 spaces |
| Surface Parking | 76 spaces |
| Proposed Parking Ratio: | 2.1 spaces /un. |
| 334 spaces / 162 units | |

Aerial photography from State of Minnesota;
Topography from State LIDAR


Westwood

Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150

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Chaska Investment Limited Partnership

0034433 11-03-2021

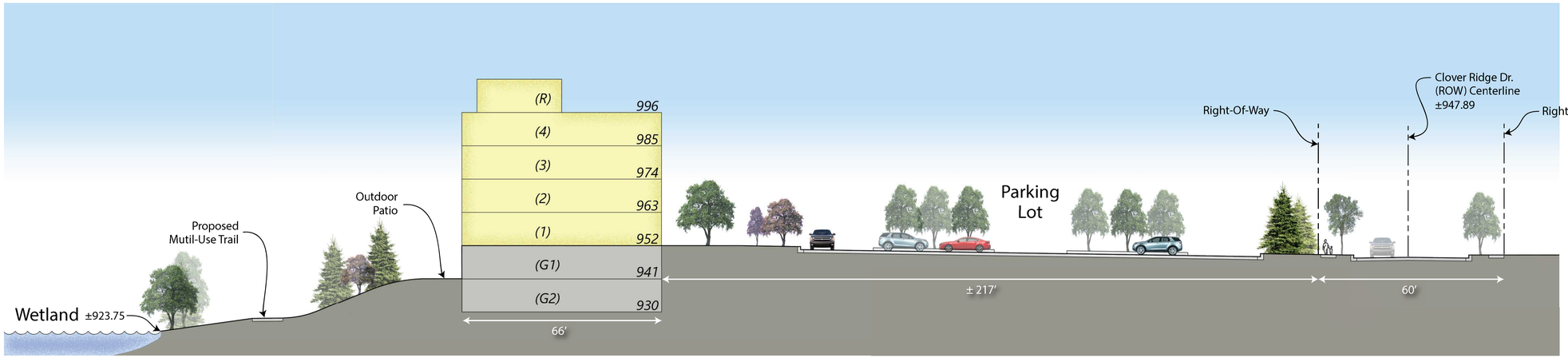
# Clover Field Apartments

## Chaska, MN

0' 100' 150' 300'

N

# Site Section A-A’





Westwood

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Toll Free (888) 937-5150

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0034433 11-03-2021

# Clover Field Apartments
## Chaska, MN

0’ 20’ 40’ 60’

N

CONCEPTUAL SITE PLAN REVIEW
(ARCHITECTURAL)

# CLOVER FIELD APARTMENTS
## CHASKA, MN

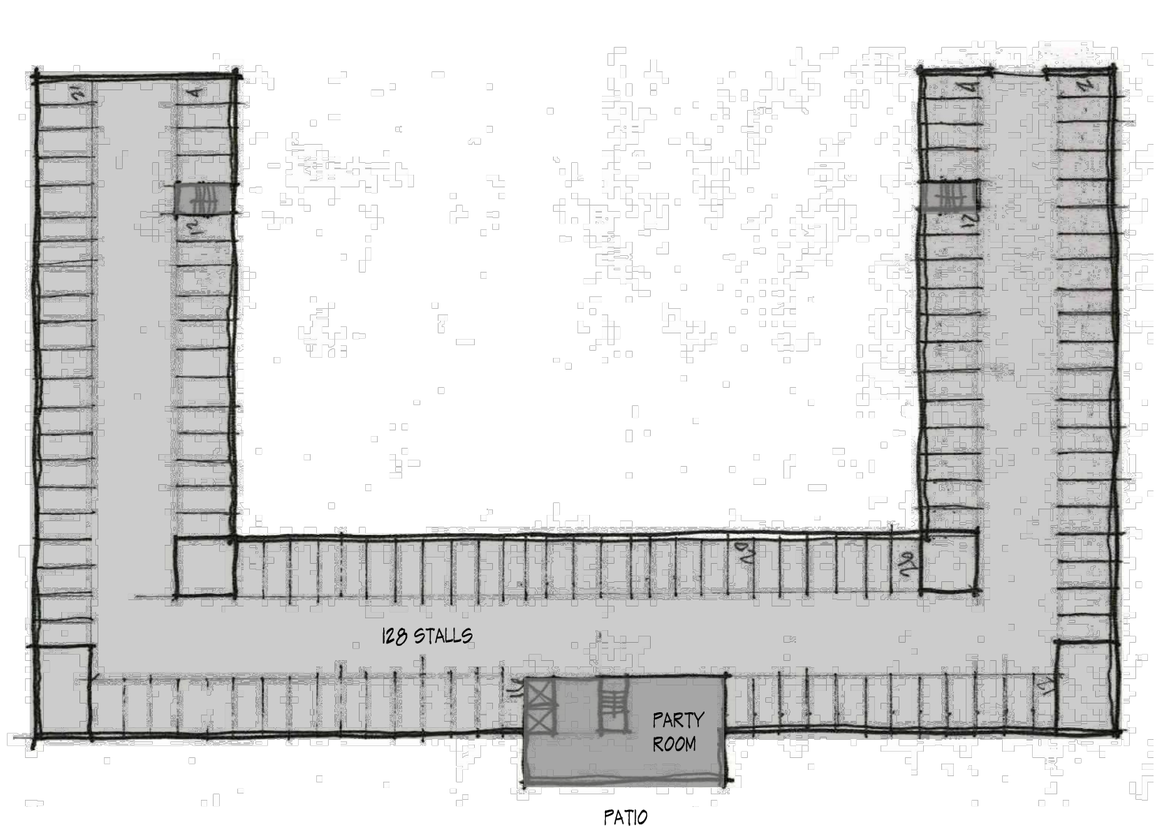
| INDEX | |
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CLOVER FIELD APARTMENTS

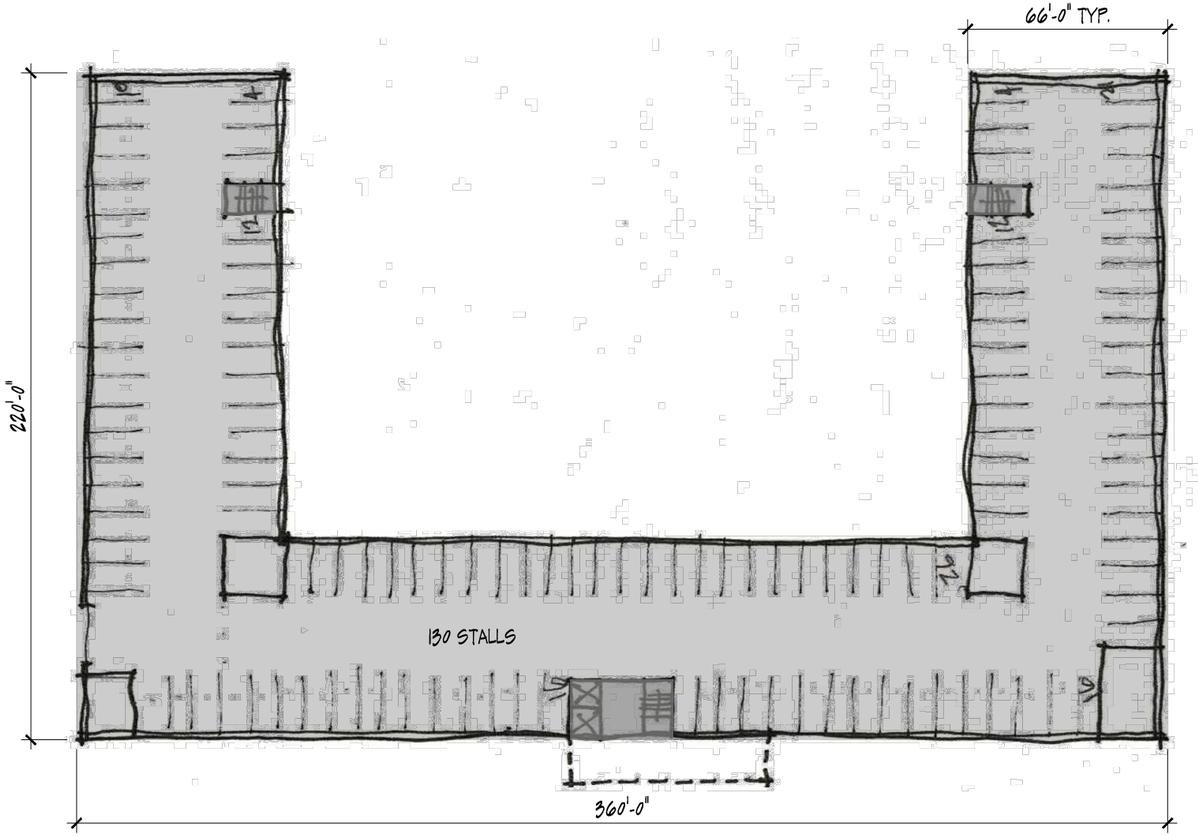
COVER SHEET / INDEX

11/03/2021

JAmdal architects
JAmdal Architects LLC
5645 Dallas LN N
Plymouth, MN 55446
612-802-2855
jamdalarch@gmail.com




PARKING LEVEL G1




PARKING LEVEL G2

# CLOVER FIELD APARTMENTS

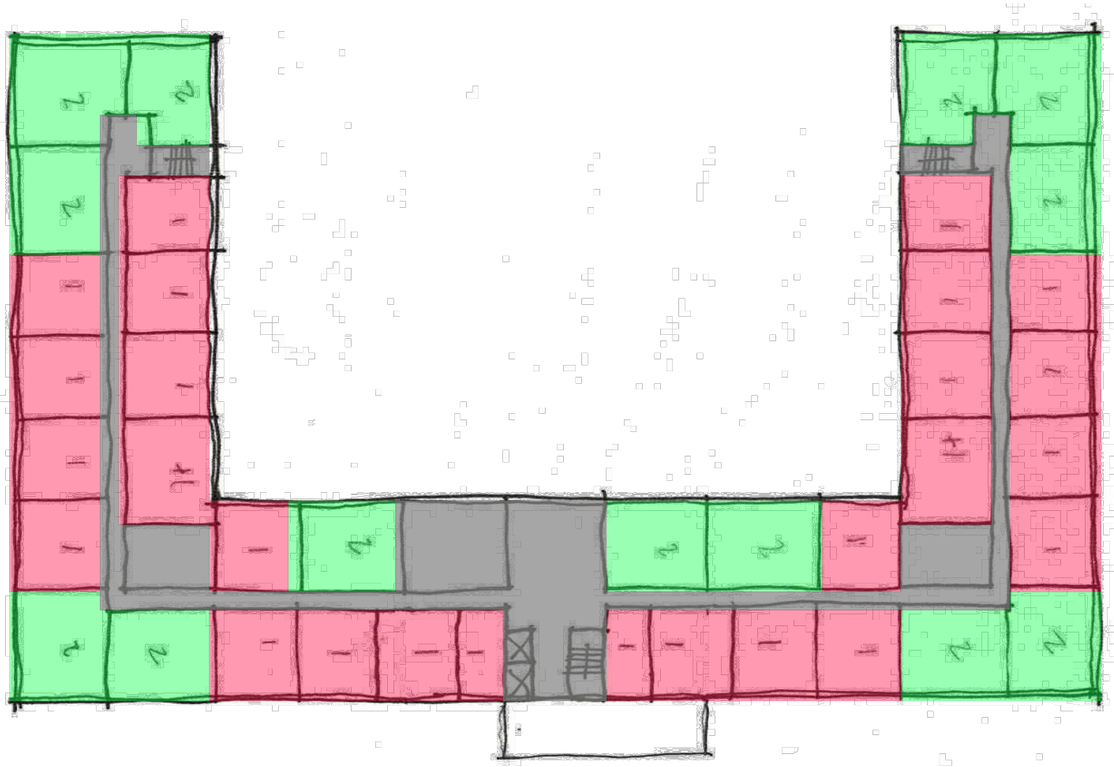
## GARAGE LEVEL FLOOR PLANS 11/03/2021

N

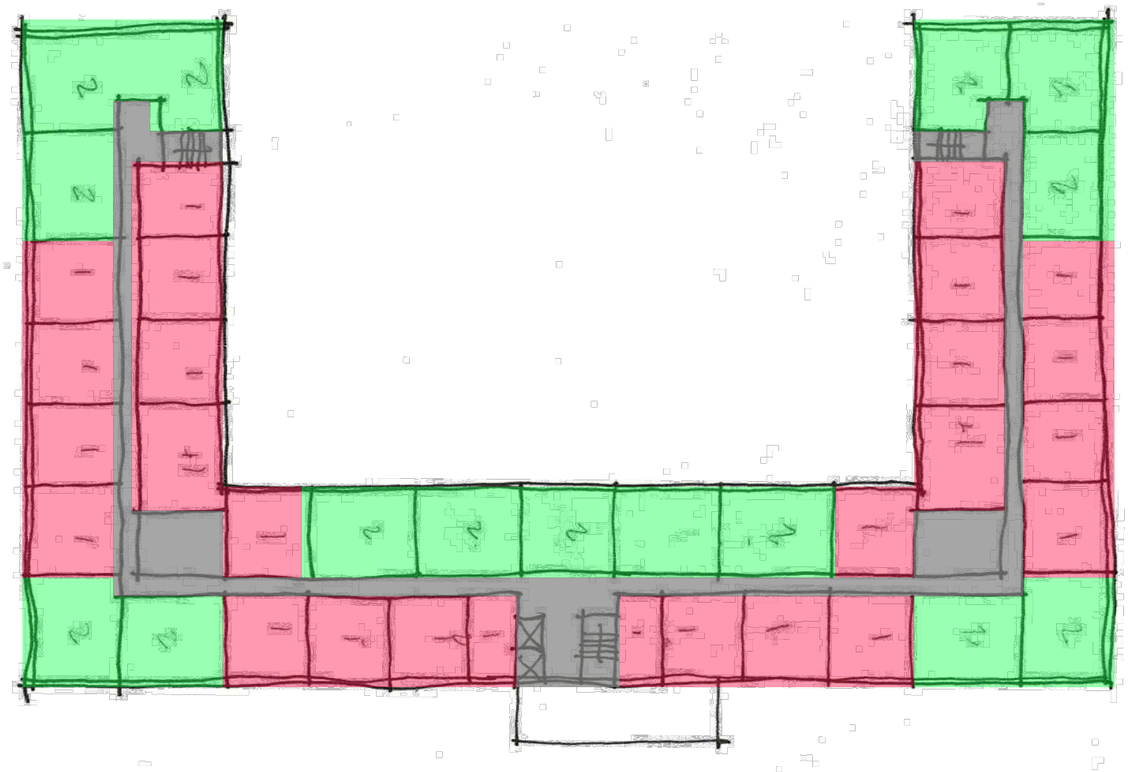
0 25' 50' 100'

SCALE: 1" = 50'

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FIRST FLOOR



FLOORS 2-4

# CLOVER FIELD APARTMENTS

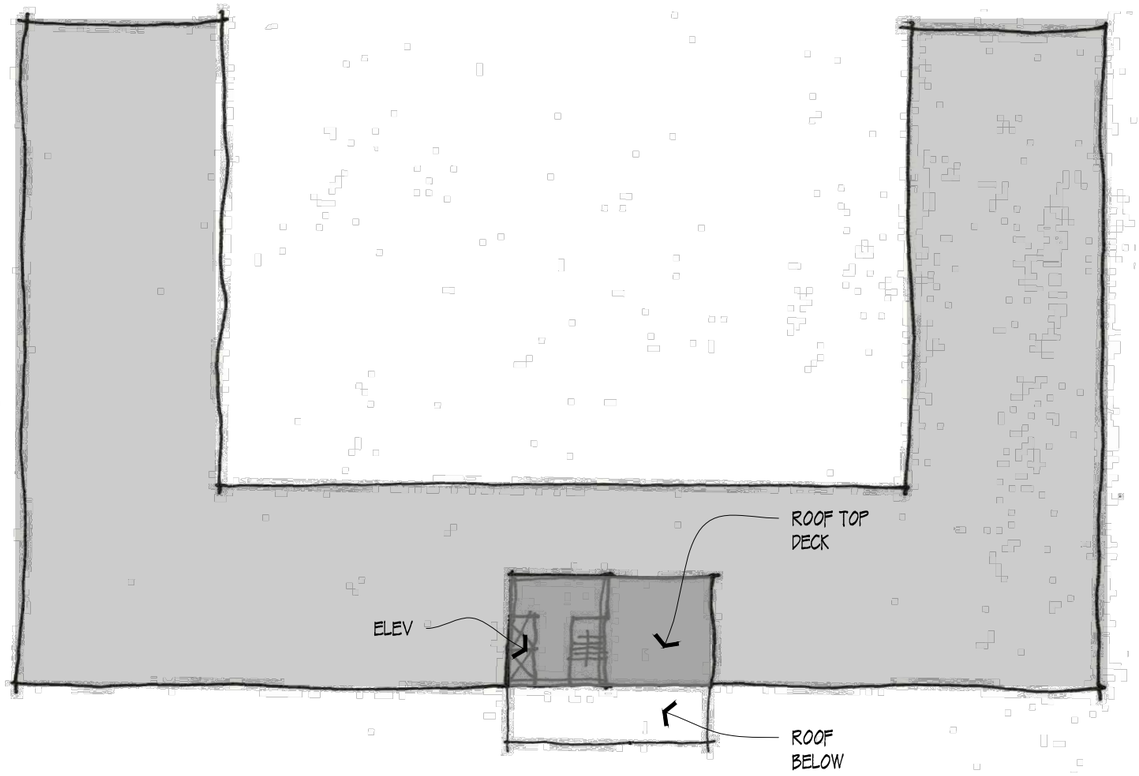
## APARTMENT LEVEL FLOOR PLANS 11/03/2021

N

0 25' 50' 100'

SCALE: 1" = 50'

JAmdal Architects LLC
5645 Dallas LN N
Plymouth, MN 55446
612-802-2855
jamdalarch@gmail.com




## ROOF PLAN

## SITE DATA

PARKING

| | |
|---|---|
| ON GRADE | 76 |
| PARKING LEVEL G1 | 128 |
| PARKING LEVEL G2 | 130 |
| TOTAL PARKING | 334 |
| PARKING RATIO | 2.1/UNIT |

BUILDING FOOTPRINT 45,100 SF

APARTMENT COUNT

| | 1BR | 2BR | TOTAL |
|---|---|---|---|
| 1ST | 26 | 13 | 39 |
| 2ND | 26 | 15 | 41 |
| 3RD | 26 | 15 | 41 |
| 4TH | 26 | 15 | 41 |
| TOTALS | 104 | 58 | 162 |
| RATIO | 64% | 36% | |

# CLOVER FIELD APARTMENTS

## ROOF PLAN AND DATA

11/03/2021

N

0 25' 50' 100'

SCALE: 1" = 50'

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Plymouth, MN 55446
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ENTRY FEATURE




CORNER FEATURE

# CLOVER FIELD APARTMENTS

## EXTERIOR FACADE IMAGERY

11/03/2021

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5645 Dallas LN N
Plymouth, MN 55446
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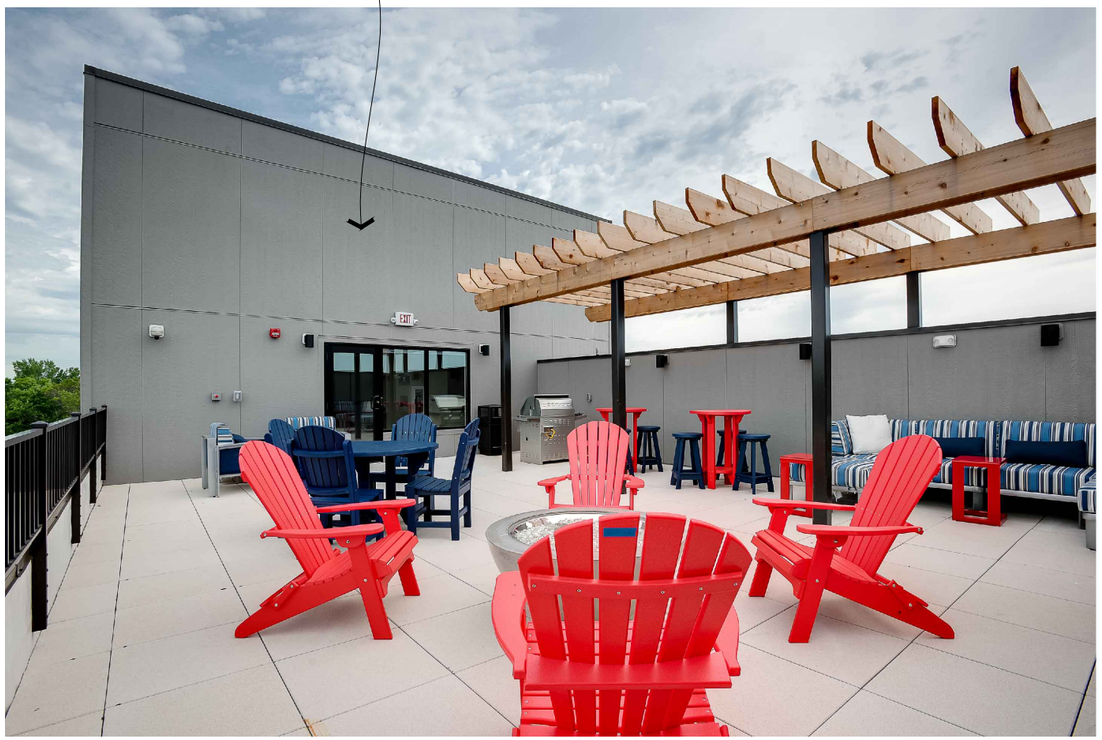
BRICK MASONRY



PRECAST CONCRETE PANEL

OUTDOOR PATIO

EXTERIOR PANEL SYSTEM



ROOFTOP PATIO

# CLOVER FIELD APARTMENTS

## EXTERIOR FACADE IMAGERY

11/03/2021

JAmdal Architects LLC
5645 Dallas LN N
Plymouth, MN 55446
612-802-2855
jamdalarch@gmail.com

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
## 12/20/2021

**Subject:** **Clover Ridge Apartments - Concept Plan**

Applicant: AV Development, LLC

Location: South of Pioneer Trail, West of Clover Ridge Drive, North of Twin Cities & Western Railroad

Case No.: 2021-21

Synopsis: Applicant seeks to obtain approval of a 120-unit apartment development on approximately 6 acres of land just north of Clover Ridge

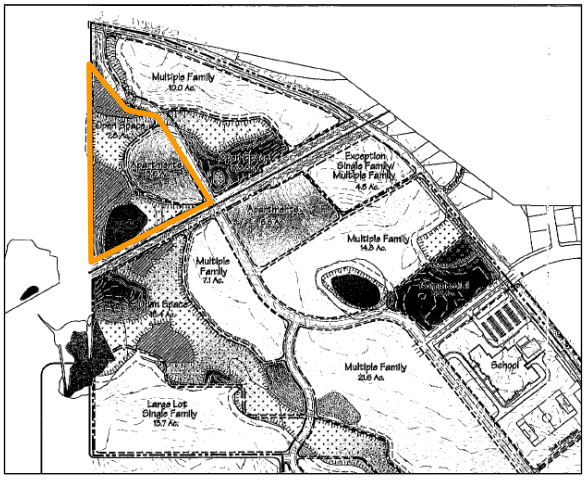
Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution

---

**BACKGROUND**

Back in 2000 when the Clover Ridge development was being planned, the property just north of the Twin Cities & Western railroad was also conceptually looked at for use as multi-family and apartments. The site being reviewed this evening was guided for Apartments. See below.




No formal concept plan or land use applications were applied for, so tonight we are looking at a Concept Plan to develop this area.

**Project Goals**

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

- Provide Chaska with an upscale residential apartment complex close to nearby retail amenities
- Views of the natural amenities
- Provide a welcoming place to live
- Promote an active and healthy lifestyle

**Comprehensive Plan & Land Use**
The Comprehensive Plan guides this area to be High Density Residential and Open Space. The proposal tonight is consistent with this guidance.

The parcel of land that this development encompasses is currently zoned Rural (R), which is. The area in question will be rezoned to a more appropriate zoning district, such as Planned Residential Development (PRD).

**Adjacent properties**
The site is bound on the south by the Twin Cities & Western railway and the Clover Ridge development; to the east by Clover Ridge Drive and Pioneer Vista; the north by Pioneer Trail; and the west by property owned by the Kelzer family.

**Existing Conditions**
The site is 12 gross acres in size, approximately 6 of which appear to be developable, and is currently vacant open space. There is a wetland complex that appears to surround the 6 acre site on its north, west, and south edges. There are a couple stormwater ponds that sprinkle the property on the north side that were put in with the development of Clover Ridge Drive. The topography includes a high point off of Clover Ridge Drive, which is an ideal spot for development, then it gradually slopes down towards the surrounding wetlands. The site offers beautiful and unobstructed views of the wetlands and woodlands beyond. These natural features will create a natural buffer for the project from surrounding land uses.

**CURRENT PROPOSAL**
The proposed Clover Ridge Apartment project would consist of approximately 120 market-rate units on 6 acres of developable land (20 units/acre net density).

The existing wetland complex is intended to remain undisturbed. The existing stormwater ponds will also remain and may be expanded to incorporate this new development. An amenity or gathering area of some type is proposed on the west edge of the site near the wetland area.

**Layout**
The apartment site will be directly accessed off the west side of Clover Ridge Drive. The building is angled and will surround the surface parking lot that faces out towards Clover Ridge Drive. The underground parking will be accessed on the northeast side of the building.

**Building Design & Height**
The building is angled with the front façade facing Clover Ridge Drive. The building will contain approximately 120 units in four stories. These units will be a mixture of studio, one-bedroom, two-bedroom, and three-bedroom units. There will be one level of underground parking. Some of the site and project amenities will include a community room with full kitchen, large screen TV and high-quality sound system, fully equipped fitness room, media room, pet washing station and play area.

According to the applicant the target resident for the project will be empty nesters, families, as well as millennials; those that are renting by choice because of their lifestyle and having access to more amenities from an apartment complex.

General wall materials proposed consist of LP or cement board siding, stone veneer, and window systems. The City of Chaska has certain building design and material requirements for multi-family residential buildings. A portion of it is stated as follows:

*"Multi-family buildings shall use at least three (3) Class I materials and shall be composed of at least eighty (80) percent Class I materials, and no more than five (5) percent Class III materials*

The applicant will have to show in their preliminary submittal how they will meet this requirement. An item of note is if stone is used the stone needs to be natural stone in order to be classified as a Class I material. If brick is used it needs to be a full face modular brick in order to be classified as a Class I material.

The applicant has provided a conceptual rendering of the building. The building's exterior appearance appears to show a well-balanced application of colors and depth. Given that this building will have high visibility on all of its sides, staff would advise that 360 degree architecture is achieved throughout the building. In addition to that, the building will have to show how it fits into the context of Chaska.

The height of the building will also be evaluated in more detail at preliminary submittal. The concept plan proposes a four story building, but it will be important to understand how that translates on all four sides of the building. And understand how much the building is setback from the street line to understand how building height is measured. Generally speaking, four stories fits with other apartment buildings built in Clover Ridge (i.e. Cloverfield Marketplace and Clover Ridge Condominiums).

**Setbacks**

Namely, the front yard setback should be no less than 30 feet. The rear yard setback should be 20 feet. The side yard setback should be 20 feet. Corner lots should have a side yard setback of 20 feet. In addition to these setbacks, there are other setbacks that may apply to this site. See below:

| SETBACKS | |
|---|---|
| **Direction** | **Setback** |
| Wetlands | 30 feet |
| Railway | 50 feet |

| PARKING SETBACKS | |
|---|---|
| **Direction** | **Setback** |
| ROW | 10 feet |
| Interior Property Lines | 5 feet |

**Parking/Access/Circulation/Traffic**
200 parking spaces are proposed as a part of this project; 88 underground stalls and 112 above ground stalls. The following chart summarizes the overall parking demand on the site, based on the approximated sizes of the conceptual uses.

| Uses | Approx. Size | Code Req. | Est. Parking Req. |
|---|---|---|---|
| Multi-Family Res. | 120 dwelling units | 2ps/dwelling unit | 240 parking spaces |
| | | **REQUIRED** | **240 parking spaces** |
| | | **PROVIDED** | **200 parking spaces** |

According to this table the applicant is not meeting the required amount of parking spaces needed for the proposed use of the site. They are deficient by 40 stalls. It appears that the applicant can work the site plan more to incorporate more space for parking. This will need to be addressed in the preliminary submittal.

The access into the site will be from one ingress/egress point on Clover Ridge Drive. The underground parking lot and surface parking lot can be accessed from this ingress/egress point.

The applicant indicates that a traffic study will be complete for this project, and will be submitted at preliminary submittal. Staff is in favor of a traffic study to be completed for this project. A construction access plan shall also be included at this time.

**Pedestrian Connections**
Pedestrian systems currently exist on both sides of Clover Ridge Drive. A sidewalk on the east side and a public trail on the west side that stubs up to Pioneer Trail. Another multi-use trail stubs north of the apartment building that provides access to the existing stormwater pond. The applicant will have to show in their preliminary submittal how this pond will be accessed adequately.

**Landscaping**
The table below indicates the landscaping requirements for this site:

| LANDSCAPING REQUIREMENTS & PROPOSED | | |
|---|---|---|
| | **Required** | **Proposed** |
| Overstory Trees | Total gross square footage of all floors divided by 320 to determine number of caliper inches of overstory | unknown |

| | | |
|---|---|---|
| Understory Trees | 25% of required number of overstory | unknown |
| Shrubs | 1 shrub per 300 square feet of building footprint | unknown |

The applicant will have to show in their preliminary submittal how they meet these requirements.

Staff would like to point out that the west edge of the site will need to provide landscaping to help beautify the outdoor pedestrian area. Screening should also be achieved between the parking lot edges and Clover Ridge Drive.

**Usable Open Space**
Multi-Family residential building sites are required to provide sufficient, usable open space, which is defined as defined as "a portion of a lot which provides the purpose for outdoor recreation, scenic amenity, and/or shared exterior space for people to gather and use". A minimum of 15% of the gross site area shall be shared open area. The applicant will have to show in their preliminary submittal how they meet this requirement.

The applicant is currently showing one outdoor patio spaces on the west side. They will have to provide detailed specs in the preliminary, plus details in the narrative, on how these spaces will be programmed. Staff would advise also looking into a rooftop amenity much like what Lake Jonathan Flats did. This is a unique way to provide usable open space, and will also take advantage of the natural views present on this property.

**Lighting**
Any lighting proposed for this plan should be fully screened and face downward. The applicant will have to show in their preliminary submittal the photometrics and specs for all lighting proposed. Light poles shall not exceed 25 feet in height.

**Utilities**
Water and sewer are available to serve this site.

**Stormwater**
The applicant will work with the City to determine the drainage necessities for the site. They will need to meet City and County standards.

**Development Costs (Infrastructure Improvements)**
The City of Chaska has a number of area-wide development cost such as, but not limited to:

- 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.

**Schedule**
The developer's goal is to start construction of the project at the end of April/beginning of May 2022. The construction of the project takes approximately 18-20 months, with the anticipation to be completed by Spring of 2024.

**PLANNING COMMISSION ACTION TAKEN 12/08/21:**
Motion to recommend to City Council approval of the Clover Ridge Apartment Concept Plan for 120 units on 6 acres of land, subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative (pgs 1-4), prepared by AV Development, LLC, dated November 17, 2021
    b. ALTA/NSPS Land Title Survey, prepared by Westwood, dated November 7, 2017
    c. Regional Context, prepared by Westwood, dated October 11, 2021
    d. Existing Conditions, prepared by Westwood, dated October 11, 2021
    e. Site Forces, prepared by Westwood, dated October 11, 2021
    f. Site Concept #02, prepared by Westwood, dated October 13, 2021
    g. Project Rendering, dated November 24, 2021
2. Adherence with the City Engineer's Memo dated December 8, 2021.
3. Provision that parking is adequately provided for the apartment use (2 parking stalls per dwelling unit), and to be shown on the preliminary plan.
4. Provision of adequate berming and landscaping along south edge abutting the Twin Cities & Western railway to be addressed at Preliminary submittal.
5. Provision of adequate screening and landscaping along east edge abutting Clover Ridge Drive, to be addressed at Preliminary submittal.
6. Adherence to the following setbacks for Clover Field Apartments:
    a. Front: 30 feet
    b. Rear: 20 feet
    c. Side: 20 feet
    d. Side (corner): 20 feet
7. Provision of 360 degree architecture be used on all facades.
8. Prior to final plat approval, developer shall enter into an agreement with the City for the provision of necessary infrastructure and associated development costs.
9. Provision to be setback 30 feet from edge of wetlands.
10. Provision of a storm water management plan meeting City and Carver County WMO standards.
11. Provision of a wetland delineation report to be completed and provided at time of preliminary submittal.
12. Provision that adequate maintenance accesses are provided for the stormwater ponds, and to be shown on the plans at preliminary submittal.
13. Provision of a construction traffic plan to be coordinated and approved by the City Engineer.
14. Provision that if masonry is used that they are natural stone and/or full face modular brick in order to be considered Class I materials.
15. Provision of a traffic study to be completed and submitted at preliminary submittal.
16. Provision of a construction traffic plan to be submitted at preliminary submittal.
17. Provision that mechanical equipment will be completely screened from view.
18. Provision that zoning section 9.11.4.1.1 for Usable Open Space is met.
19. Provision to further explore a rooftop amenity and to be addressed at preliminary submittal.

20. Provision that section 9 Special Regulations are complied with.
21. Provision that light poles do not exceed 25 feet in height and comply with zoning section 9.24.

**CITY COUNCIL ACTION REQUESTED**

**Motion to adopt Resolution No. 2021-86 approving the Clover Ridge Apartment Concept Plan for 120 units on 6 acres of land (PC #2021-21).**

**CITY OF CHASKA**
**CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE 12/20/2021 RESOLUTION NO. 2021-86**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

**Resolution approving the Clover Ridge Apartment Concept Plan/AV Development, LLC/PC #2021-21**

WHEREAS, the proposed Clover Ridge Apartment project would consist of approximately 120 market-rate units on 6 acres of developable land (20 units/acre net density); and

WHEREAS, the apartment site will be directly accessed off the west side of Clover Ridge Drive; and

WHEREAS, general wall materials proposed consist of LP or cement board siding, stone veneer, and window systems; and

WHEREAS, an item of note is if stone is used the stone needs to be natural stone in order to be classified as a Class I material; and

WHEREAS, if brick is used it needs to be a full face modular brick in order to be classified as a Class I material; and

WHEREAS, 200 parking spaces are proposed as a part of this project; 88 underground stalls and 112 above ground stalls; and

WHEREAS, they are deficient by 40 stalls, and it appears that the applicant can work the site plan more to incorporate more space for parking; and

WHEREAS, the applicant indicates that a traffic study will be complete for this project, and will be submitted at preliminary submittal; and

WHEREAS, a minimum of 15% of the gross site area shall be shared open area; and

WHEREAS, staff would advise also looking into a rooftop amenity much like what Lake Jonathan Flats did; and

WHEREAS, this is a unique way to provide usable open space, and will also take advantage of the natural views present on this property; and

WHEREAS, on December 8, 2021 the Planning Commission recommended approval to the City Council of the Clover Ridge Apartment Concept Plan for 120 units on 6 acres of land (PC#2021-21); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Clover Ridge Apartment Concept Plan for 120 units on 6 acres of land (PC#2021-21), subject to the aforementioned stipulations and following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative (pgs 1-4), prepared by AV Development, LLC, dated November 17, 2021

b. ALTA/NSPS Land Title Survey, prepared by Westwood, dated November 7, 2017
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2. Adherence with the City Engineer's Memo dated December 8, 2021.
3. Provision that parking is adequately provided for the apartment use (2 parking stalls per dwelling unit), and to be shown on the preliminary plan.
4. Provision of adequate berming and landscaping along south edge abutting the Twin Cities & Western railway to be addressed at Preliminary submittal.
5. Provision of adequate screening and landscaping along east edge abutting Clover Ridge Drive, to be addressed at Preliminary submittal.
6. Adherence to the following setbacks for Clover Field Apartments:
    a. Front: 30 feet
    b. Rear: 20 feet
    c. Side: 20 feet
    d. Side (corner): 20 feet
7. Provision of 360 degree architecture be used on all facades.
8. Prior to final plat approval, developer shall enter into an agreement with the City for the provision of necessary infrastructure and associated development costs.
9. Provision to be setback 30 feet from edge of wetlands.
10. Provision of a storm water management plan meeting City and Carver County WMO standards.
11. Provision of a wetland delineation report to be completed and provided at time of preliminary submittal.
12. Provision that adequate maintenance accesses are provided for the stormwater ponds, and to be shown on the plans at preliminary submittal.
13. Provision of a construction traffic plan to be coordinated and approved by the City Engineer.
14. Provision that if masonry is used that they are natural stone and/or full face modular brick in order to be considered Class I materials.
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18. Provision that zoning section 9.11.4.1.1 for Usable Open Space is met.
19. Provision to further explore a rooftop amenity and to be addressed at preliminary submittal.
20. Provision that section 9 Special Regulations are complied with.
21. Provision that light poles do not exceed 25 feet in height and comply with zoning section 9.24.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 20th day of December, 2021.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

# City of Chaska
# Memorandum

**To:** **Planning Commission**
**From:** **Matt Clark, City Engineer**
**Date:** **December 8th, 2021**
**Subject:** **Clover Ridge Chaska Apartments – Concept Plan**

The planned development for the site proposes a new apartment building and parking lot along with site amenities. From an overall sewer and water standpoint, the use over the site is consistent with the City's comprehensive plan with capacity in the system to serve what's proposed. When Clover Ridge Drive was extended in the mid 2000's, access along with sewer and water stubs were installed into the property. The storm sewer system that exists in the area was setup to serve City streets and to allow for expansion within the development site. The site is surrounded by high grade wetlands and will have a direct impact on development limitations. From a storm water perspective, it will be important for reviewing the overall system can meet both the City and watershed requirements.


ONE CITY HALL PLAZA/CHASKA, MN 55318-1962/PH: (952) 448-2851/ FX: (952) 448-9300

AV Development, LLC
11800 Singletree Lane Suite 301
Eden Prairie, MN 55344

November 17, 2021

Elizabeth Hanson
City Planner
City of Chaska
One City Hall Plaza
Chaska, MN 55318

Re: Request for Concept Plan Approval – CloverRidge Chaska Apartments

Dear Ms. Hanson,

AV Development, LLC is requesting Concept Plan approval from the City of Chaska for a new ground up luxury apartment complex on 12.0 acre parcel of land located on Clover Ridge Drive (Outlot B Pioneer Vista, PID #30.5000560). We are submitting an Application Fee and Processing Fee per the requirements.

**Goal of the Project:**

The apartment project will provide Chaska with an upscale residential apartment complex closer to everyday conveniences and within a beautiful setting that integrates itself with trails and woodlands. The property's natural attributes and nearby retail amenities make an apartment residential complex the highest and best use of the land / property. As visioned, the apartment project would be a welcoming place to live, promoting an active and healthy lifestyle, which will allow Chaska to continue and realize its vision as "The Best Small Town in Minnesota".

**The Property:**

The proposed apartment project will occupy approximately 6.0 acres of the total 12.0 acre parcel (see Exhibit A, Site 2) for further depiction of the site and location.

**Existing Conditions:**

The site is an undeveloped parcel with the railroad creating the southern boundary and Clover Ridge Drive curving to create the eastern and northern boundary to the site. There are already a couple of storm ponds from the development of the Clover Ridge Rd that could easily be expanded to accommodate storm water from our project. The topography includes high point off of Clover Ridge Drive, an ideal spot for development, and it slopes down to the surrounding wetlands. The site offers beautiful and unobstructed views west of the surrounding wetlands and mature woodlands beyond. These natural features will create a natural buffer for the project from surrounding land uses as half of the site is proposed to remain in its natural state.

Additionally, every effort will be made to preserve natural features adjacent to the building area, including existing trees to the extent feasible.

In order to facilitate development, we anticipate the site will need to export soil to allow for the subsurface parking and allow for natural grades to hit the building at a slope that feels as if the building is emerging from the land.

**Description of Apartment Project:**

The apartment project will contain between 100 – 120 market rate units in a four story structure with a variety of modern floor plan designs including a mixture of bedroom units (studios, one, two, and three). There will be one level of underground parking and additional surface parking which will provide a parking still for each unit. Green space will be maximized with preservation of the wetland, and the inclusion of outdoor patios, grills, and community room that enhance community interaction amongst the residents. Since the proposed complex is not large in scale, the residential units will be easily absorbed with current rental property demand in the community.

The apartment project will be a luxury, market-rate residential complex offering its resident a wide array of amenities within the units themselves as well as within the overall complex. Some of the site and project amenities will include: community room with full kitchen, large screen TV and high-quality sound system, fully equipped fitness room, media room with USB ports, pet washing station and play area. Residential units will include: walk-in closets, high speed internet, in-unit washers and dryers, private balcony or patio, full stainless-steel kitchen appliances.

The target resident for the project will be empty nesters, families, as well as Millennials, those that are renting by choice because of their life style and are seeking more amenities from an apartment complex. We have included an initial Concept Plan and current survey of the Site.

The building and project will fit in with surrounding neighborhoods by utilizing similar and complimentary exterior materials consisting of lap siding and manufactured stone, complimentary colors, and building massing that ties into the multi-family projects in the vicinity.

We have assembled a professional team; design/ build will be done by JCorp, engineering will be done by Sambatek.

Recent projects completed by Sambatek and JCorp Design Build in the Twin Cities Metro:

Maven Apartments – Burnsville MN
https://www.jcorpdesignbuild.com/projects/maven-apartments

Beyond Apartments – Woodbury, MN
https://www.beyondapts.com/

**Architectural Details:**

Here is a brief summary of architectural details / features:

1) The exterior finish comprises of a combination of LP siding or Cement board siding and manufactured stone veneer.
2) Exterior windows and doors at residential units are fiberglass or vinyl with U values compliant with Minnesota Energy Conservation Code 2020.
3) Exterior doors at common areas are an aluminum storefront system while the windows are fiberglass or vinyl, with U values compliant with Minnesota Energy Conservation Code 2020.
4) Any rooftop mechanical equipment would be adequately screened from street level view.
5) All exterior colors / finishes would follow a cohesive and complementary design strategy, delivering an upscale aesthetic to the neighborhood.
6) Interior colors and finishes would also follow a cohesive and complementary design strategy, creating an environment that enhances livability.

**Access and Connectivity:**

Access to the site will be obtained via Clover Ridge Drive. The site can be roughly by reached to Minneapolis-St. Paul International Airport and the Mall of America within a 30 minute drive. The 30 minute drive time also reaches as far as Delano to the north, New Prague to the south, and nearly to Glencoe to the west.

The site is surrounded by a mix of residential, institutional, industrial, and commercial uses and are situated near employment concentrations and retail activity, as well as near the Chaska schools system (specifically in the Eastern Carver County School District).

The developer will hire a traffic engineer to complete a study on surrounding impacts to intersections from traffic generated by this development.

The site will be connect pedestrians to adjacent neighborhoods in Chaska via the trail on the west side of Clover Ridge Drive.

**Compliance:**

Currently, the Site is zoned as Open. We are proposing that the site be zoned Planned Residential District (PRD).

**Planned Development Timeline:**

Our goal is to start construction of the project once all approvals are completed with the City of Chaska, approximately a six-month timeline, this puts us at end of April 2022 / beginning of May 2022. The construction of the project will take 18 – 20 months, will be completed by spring of 2024.

**Drainage:**

The site is sloped to drain to the Southwest corner which is the sites low point. There is active ponding that takes place within the delineated wetland. There are existing retention ponds on the property constructed with the construction of Clover Ridge Rd. We will work with the City to determine capacity of nearest pond and what expansion is needed to accommodate the additional drainage from our development.

**Developer Experience:**

Ashish Aggarwal is a full time real estate owner / operator for the last 20 years, portfolio includes over 1.5 million of square feet under ownership and management in MN and AZ. This includes residential, senior living, office, industrial, and retail. Stonebay of Orono senior living project is the last development completed.

Vishal Dutt has been in real estate for the last 20 years with various real estate owners / operators in various asset types (retail, industrial, office, multi family housing, senior living housing). Specialization includes ensuring financial and operational diligence for all aspects of real estate.

We look forward to working with the City of Chaska on this application and project. Our goal is to enhance the community and surrounding area, want to do what's best for the area.

We are conducing a neighborhood meeting on Thursday December 2nd.

Thank you,

AV Development, LLC

Signed By:
Its: President

Signed By:
Its: Vice President

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Common Ground Alliance




## PROPERTY DESCRIPTION

That part of the Northwest Quarter of the Southwest Quarter, and that part of the South Half of the Southwest Quarter of Section 30, and that part of the Northwest Quarter of the Northwest Quarter of Section 31, all in Township 116, Range 23, Carver County, Minnesota, which lies North of the northerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, and South of Chaska Town Course, according to the recorded plat thereof, Carver County, Minnesota.

## GENERAL NOTES

1.) This survey was prepared using Carver County Abstract & Title Co., Inc. as issuing agent for Chicago Title Insurance Company, Title Commitment Number CA29978, having an effective date of September 27, 2017.

2.) Their is no address for the surveyed property. (Table A Item 2)

3.) The City of Chaska does not participate in the FEMA Flood Maps. (Table A Item 3)

4.) Subject property contains 1,492,060 Sq.Ft. or 34.253 acres. (Table A Item 4)

5.) Vertical Datum that was used on surveyed property is 1988NAVD in US Survey Feet. (Table A Item 5)

6.) No Zoning information provided by the client. (Table A Item 6 (a))

7.) The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities. (State One Call Ticket No. 173052453 & 173052452). (Table A Item 11)

8.) Bearings based on 1983NAD (1986adj) Carver County Coordinate System in US Survey Feet.

9.) No adjoiner deeds were provided by Title Company.

10.) Adjoining owners shown per Carver County parcel website

The following notes correspond to the numbering system of Schedule B of the above mentioned title commitment.

11.) Unconfined Easement for electric transmission purposes granted to Minnesota Valley Electric Cooperative as created in Easement, dated May 11, 1938, filed June 21, 1938, in Book 43 of Deeds on page 73. Released/Confined by Partial Release files as Document Nos. 114791 and 320956. **LIES ON ADJACENT PROPERTY; AS SHOWN ON SURVEY**

12.) Easement for gas line purposes granted to Minnesota Natural Gas Company by Easement dated June 3, 1968, filed June 7, 1968, as Document No. 4121 in Book 94 of Deeds on pages 648-649. **LIES ON ADJACENT PROPERTY; AS SHOWN ON SURVEY.**

13.) Permanent Easement for Roadway and Utility Purposes dated May 21, 2009, as Document No. A484797 to City of Chaska. **LIES ON PROPERTY; AS SHOWN ON SURVEY**

14.) Subject to County Road No. 14 right of way over the Northerly 33 feet more or less, as disclosed on county maps. **IT APPEARS COUNTY ROAD NO. 11 RUNS ALONG THE NORTHEAST SIDE OF SUBJECT PROPERTY. SURVEYORS COULD NOT FIND ANY ROADS KNOWN AS COUNTY ROAD NO. 14 IN THIS AREA. THERE ARE MANY NAMES FOR THIS ROAD INCLUDING: VICTORIA DRIVE, PIONEER TRAIL, MARSH LAKE ROAD, JONATHAN BOULEVARD AND ALSO COUNTY ROAD NO. 11**

15.) Subject to Clover Ridge Drive right of way as disclosed on various county maps.

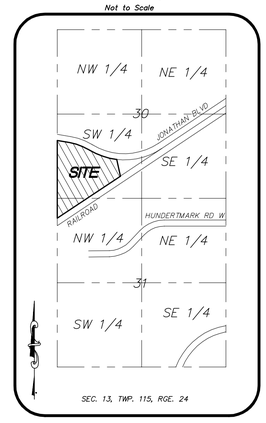
16.) Subject to the rights of the State of Minnesota an the Department of Natural Resources, if any, in an to the wetlands, as shown on available maps.

## LEGEND

| | | | | | |
|---|---|---|---|---|---|
| SANITARY MANHOLE | ELECTRIC METER | GAS METER | TELEPHONE BOX | BUSH/SHRUB | TELEPHONE OVERHEAD |
| SEWER CLEANOUT | ELECTRIC MANHOLE | STEEL/WOOD POST | TELEPHONE MANHOLE | WETLAND | TELEPHONE UNDERGROUND |
| STORM MANHOLE | ELECTRIC TOWER | SIGN-TRAFFIC/OTHER | CABLE TV BOX | TREE LINE | WATERMAIN |
| CATCH BASIN | GATE VALVE | SIGN-TRAFFIC/OTHER | TRAFFIC CONTROL BOX | CABLE TV | FENCE LINE |
| BEEHIVE CATCH BASIN | HYDRANT | MAIL BOX | HAND HOLE | GAS LINE | CURB & GUTTER |
| FLARED END SECTION | WATER METER | HANDICAPPED STALL | TRAFFIC LIGHT | POWER OVERHEAD | ACCESS CONTROL |
| POWER POLE | CURB STOP BOX | PERC TEST | STREET LIGHT | POWER UNDERGROUND | CONCRETE SURFACE |
| GUY WIRE | WATER MANHOLE | MONITORING WELL | CONIFEROUS TREE | SANITARY SEWER | BITUMINOUS SURFACE |
| ELECTRIC BOX | WELL | FIRE HOSE CONNECTION | DECIDUOUS TREE | STORM SEWER | GRAVEL SURFACE |
| CULVERT | SOIL BORING | FLOOD LIGHT | GAS VALVE | FIBER OPTIC | |

### Vicinity Map

Not to Scale




- Denotes Iron Monument Set
- Denotes Iron Monument Found
- Denotes Cast Iron Monument Found

## CERTIFICATION

To Chaska Investment Limited Partnership and Carver County Abstract & Title Co., Inc., as issuing agent for Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11 and 13 of Table A thereof. The field work was completed on October 26, 2017.

November 7, 2017
Craig W. Morse — Date
Minnesota License No. 23021
craig.morse@westwoodps.com

0' 80' 160' 240'

Date: 11/7/2017 Sheet: 1 OF 1

0013251ATF01.dwg

**Westwood**
Phone (952) 937-5150 7699 Anagram Drive
Fax (952) 937-5822 Eden Prairie, MN 55344
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

Revisions:
-
-
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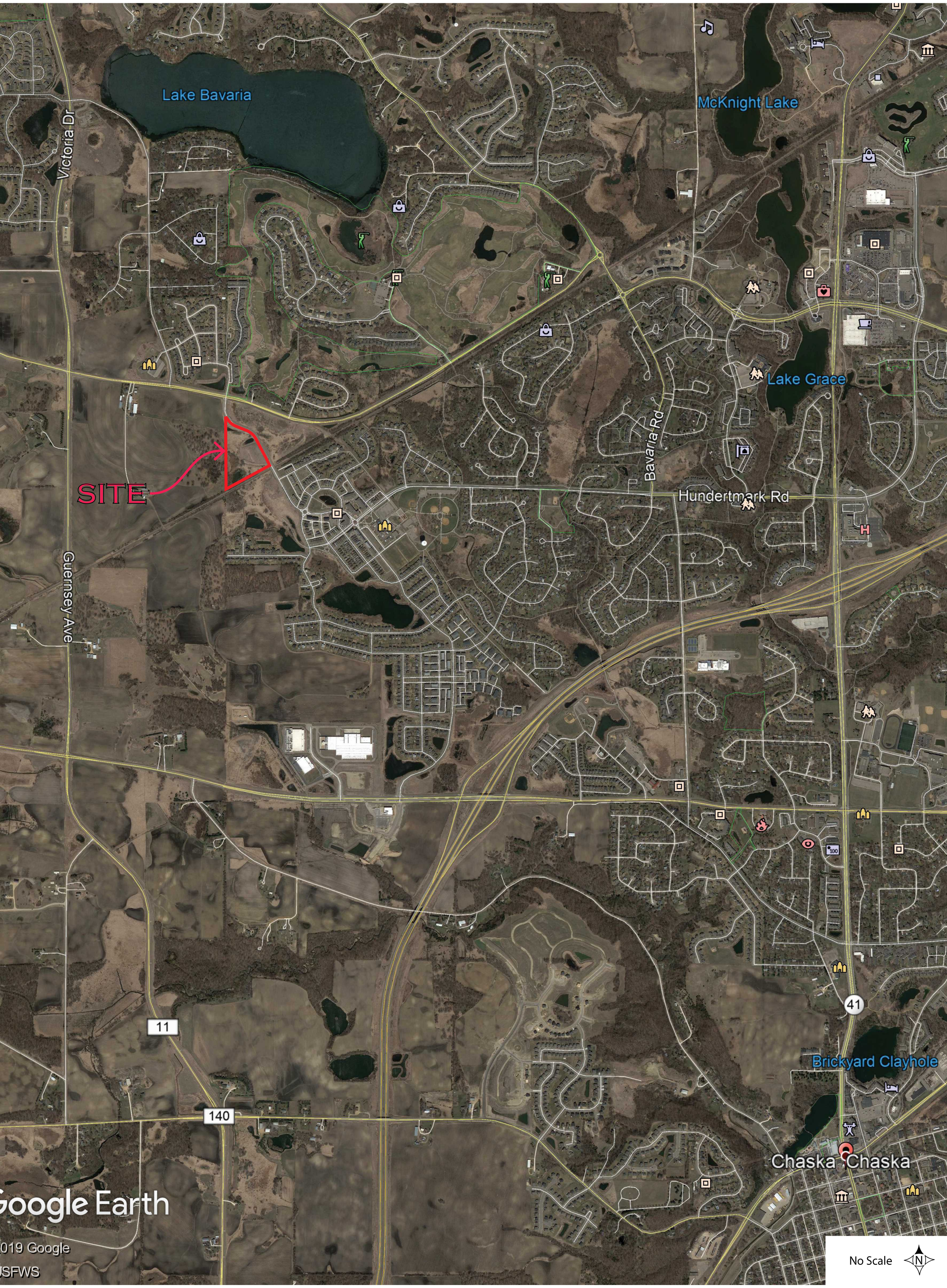
Crew: KJK
Checked: CWM
Drawn: SRS
Record Drawing by/date: -

Prepared for:
**Chaska Investment Limited Partnership**
9531 West 78th Street, Suite 350
Eden Prairie, MN 55344

**Bella Vista**
Chaska, Minnesota

**ALTA/NSPS Land Title Survey**

# Regional Context





Westwood

Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150

12701 Whitewater Drive
Minnetonka, MN 55343
westwoodps.com

Westwood Professional Services, Inc.


10-11-2021
0034097

# Clover Ridge Chaska Apartments

Chaska, MN

# Existing Conditions




## SITE DATA

| | |
|---|---|
| Gross Site Area: | ± 12.0ac |
| Delineated Wetlands: | 6.0 ac |
| Net Developable Area: | ± 6.0 ac |

Aerial photography from State of Minnesota
Topography from State LIDAR


Westwood

Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
12701 Whitewater Drive
Minnetonka, MN 55343
westwoodps.com


10-11-2021
0034097

# Clover Ridge Chaska Apartments

Chaska, MN




Westwood Professional Services, Inc.

# Site Forces





Westwood

Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
12701 Whitewater Drive
Minnetonka, MN 55343
westwoodps.com
Westwood Professional Services, Inc.


10-11-2021
0034097

# Clover Ridge Chaska Apartments

Chaska, MN

# Site Concept #02




## CONCEPT DATA

| | |
|---|---|
| Current Zoning: | R-3 Residential District |
| Comp. Plan Zoning: | High Density Residential |
| Building Setback: | 30' |
| Building setback to match building height if over 30' | |
| Gross Site Area: | ± 12.0ac |
| Delineated Wetlands: | 6.0 ac |
| Net Developable Area: | ± 6.0 ac |
| Proposed Residential Units: | 120 units |
| Studio | 10 units |
| 1 Bedroom | 45 units |
| 2 Bedroom | 20 units |
| 2 Bedroom + Den | 27 units |
| 3 Bedroom | 18 units |
| Overall Gross Density: | 10.0 un/ac |
| 120 units / 12.0ac. (gross site area) | |
| Net Density: | 20.0 un/ac. |
| 120 units / 6.0 ac. (net developable area) | |
| Proposed Parking: | 200 spaces |
| Underground Parking | 88 spaces |
| Surface Parking | 112 spaces |
| Proposed Parking Ratio: | 1.6 spaces /un. |
| 200 spaces / 120 units | |

Aerial photography from State of Minnesota
Topography from State LIDAR


Westwood

Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
12701 Whitewater Drive
Minnetonka, MN 55343
westwoodps.com


10-13-2021
0034097

# Clover Ridge Chaska Apartments

Chaska, MN


GORI & ASSOCIATES
architects
4633 1st Avenue South, Minneapolis, MN 55419
Tel: (612) 232-9539 Fax: (651) 305-6884
email:viren@gori-associates.com
www.gori-associates.com


GORI & ASSOCIATES
architects
4633 1st Avenue South, Minneapolis, MN 55419
Tel: (612) 232-9539 Fax: (651) 305-6884
email:viren@gori-associates.com
www.gori-associates.com






ROYAL
CONSTRUCTION







# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
## 12/20/21

**Subject: Chaska Creek Industrial Phase 3 – Concept Plan**

Applicants: Oppidan

Location: Southwest corner of TH 212 and Creek Road, east of Wetzel Lane

Case No.: 2021-19

Synopsis: Applicant seeks to obtain approval of a Concept Plan for an office/industrial building south of the Chaska Creek Business Park

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution

---

**BACKGROUND**

The concept plan for the Chaska Creek Business Center (~87-acre site) was approved in October of 2013. This concept plan is located in the southwest corner of Highway 212 and Engler Boulevard (CR 10), which is just north of the subject property being reviewed this evening. It incorporated a couple different uses, two of them being High Bay Industrial and Corporate Industrial.

In March 2021 the final site and building plan was approved for the two industrial sites noted above. These industrial buildings were reviewed concurrently and were known as Phase I and Phase II of Chaska Creek Industrial. Phase I is the northerly building in the business park and is 133,000 square feet in size. Phase II is the southerly building in the business park and is 168,000 square feet. Oppidan was the developer for both these buildings as well.

Although this site being reviewed at this time is effectively outside the area of the Chaska Creek Business Park, we will still refer to it as Chaska Creek Industrial Phase 3.

### Neighborhood Meeting November 22, 2021

The developer held a neighborhood meeting for their concept plan on November 22, 2021. They have provided a summary of this meeting as an attachment in the packet. In sum, there were questions/concerns on lighting, screening, height of the building, utilities, future development, hours of operation, and construction timeline.

### Project Goals

The goals of the Chaska Creek Industrial Phase 3 project include the following:

- Provide a progressive, new building that brings both commerce and job opportunities to the residents of Chaska
- Provide a unique building that creates interest and visibility from Creek Road

- Design a building on the site that seeks to maintain as much existing greenspace as possible while offering an efficient flow of people, products and vehicles

**Comprehensive Plan & Zoning**
The 2040 Comprehensive Plan guides the subject property being looked at tonight as Business Park and includes the subject property within the Metropolitan Urban Service Area (MUSA) so sanitary sewer is available to the site. The Business Park designation in the Comprehensive Plan is designed to create employment centers on large sites that provide a greater diversity of jobs, higher development densities and jobs per acre, higher quality site and architectural design, and increased tax revenues. The Business Park designation also allows for commercial activities.

The current zoning for this project site is Rural Residential (RR-2) and Open (O). The site will be rezoned to a more appropriate zoning district, such as Planned Industrial Development District (PID).

**Existing Conditions**
The lot being looked at for the project is approximately 38 acres in size, however the project site only encompasses approximately 13 of those acres. The 13 acres is primarily composed of open, agricultural land. The remaining 25 acres of the site is made of additional agricultural land, wooded groves, and a ravine system. Wooded steep slopes appear to encumber the areas around the ravine system. One wetland is delineated that abuts the northwest edge of the project site.

**Adjacent Properties**
The site is bound on the north by Creek Road and the Chaska Creek Business Park; the east by the proposed Chaska Creek Boulevard extending south, and Highway 212; the south by open remnant land, the ravine system, and the Raser property; the west by rural residential properties on Wetzel Lane.

**CURRENT REQUEST**
The request this evening is for Concept Plan for the construction of a new industrial building just south of the Chaska Creek Business Park (known as Chaska Creek Industrial Phase 3). End users have not been identified for the building, rather this will be a spec building that will be built and then be marketed to appropriate users. This building will be set up and designed similarly to the two other Chaska Creek Industrial buildings.

**Projected and Targeted Users**
Historically, the Chaska industrial market has consisted of small to medium sized manufacturing and research facilities located in single-use buildings. As the industrial/manufacturing market has matured, the users are seeking more flexible rental spaces as opposed to owner-occupied buildings, allowing seamless expansion of their operation. The proposed building is intended to target this type of user. In recent years Chaska companies, such as Lakeview Industrial and Federal Package have elected to expand outside of Chaska in similar, flexible office warehouse space as it has not bee available in the community. The building proposed *is not designed to be a distribution center*. The applicant believes that given Chaska Creek's location and proximity to the Metro area, it is not considered a desirable location for distribution centers.

The applicant has stated that the best comparable project to the one proposed in this request is the Holasek Business Park located in Chanhassen on the Chaska/Chanhassen border off of the intersection of Lyman Boulevard and Galpin Boulevard. This project was composed of two industrial buildings; one was a build-to-suit for a company called Retail Tech, Inc. and the other building was a spec building, that has been recently leased to 100% capacity with the businesses Retail Tech, Inc., LifeCore Biomedical and MedSource. Retail Tech is a point of sale systems for the retail, grocery and hospitality industries. MedSource is a provider of quality medical products, specializing in high-quality products and equipment and innovative medical product development. The applicant believes both the buildings proposed will attract similar users to their project. Other users and similar projects have been provided in the applicant's Additional Items Response document dated December 30, 2020.

**Building Location/Design**

The proposed industrial building will be approximately 177,000 square feet in size and 34-38 feet in height; clear height inside the building will be 28 feet which is consistent with the other Chaska Creek Industrial buildings. The main entrance of the building is oriented northerly towards Creek Road, with the loading dock area oriented southerly towards the ravine system. Parking is situated on the north, west, and east sides of the building. The building is programmed to provide 20% office space (~35,400 square feet) and 80% warehouse space (141,600 square feet).

The building will be a mix of durable materials including precast concrete panels, architectural diamond metal paneling, and aluminum storefront glass. Clear and visible signing of entrances via the use of architectural metal paneling and added height will provide definition to the building and its corners. The design incorporated on this building is the same as the other Chaska Creek Industrial buildings. The design and materials of the building were chosen to complement the existing buildings in the Chaska Creek Business Center development, specifically with the existing Medical Office Building. Warm buff colors and materials were chosen to provide a generally cohesive look and tie in with Chaska colors. Accent colors in the main entrances, and the use of architectural metal paneling (diamond-shaped) will provide difference and allow the building to standout as its own.

The City of Chaska has certain building design and material requirements for industrial buildings. A portion of it is stated as follows:

*"Industrial and warehouse buildings shall use at least two (2) different Class I materials and shall be composed of at least thirty (30) percent Class I material, and at least one (1) Class II materials and be composed of at least thirty (30) percent Class II materials; and not more than forty (40) percent of Class III materials."*

The applicant will have to show in their preliminary submittal how they meet these requirements.

**Parking/Access/Circulation**

187 parking spaces are proposed as a part of this site plan. The following chart summarizes the overall parking demand on the site, based on the approximated sizes of the conceptual uses.

| Uses | Approx. Size | Code Req. | Est. Parking Req. |
|---|---|---|---|
| Office | 35,400 sf | 1ps/250sf | 142 parking spaces |
| Warehouse | 141,600 sf | 1ps/2,000sf | 71 parking spaces |
| | | **REQUIRED** | **213 parking spaces** |
| | | **PROVIDED** | **187 parking spaces** |

According to this table the applicant is not meeting the required amount of parking spaces needed for the uses proposed in the building. The site is deficient by 26 parking stalls. The preliminary plan will need to show compliance with this requirement.

In addition to the above, it should be noted the City parking code requires site plans to still show 1 parking space per 350 square feet for the warehouse use in the event that the use changes to manufacturing in the future. Because this building does not have determined end-users it is difficult to determine the raw parking need at this time, and as such it will be important to show how additional parking can be added to the site if needed. The applicant will be required to show proof of parking in their preliminary site plan that meets a 1 parking space per 350 square foot requirement for the warehouse portion.

A collector road, Chaska Creek Boulevard, currently exists north of the subject site stubbing into Creek Road. This collector road will be continued south to provide for additional access to the subject site. Truck access will come from the proposed access on the southeast side of the site as it connects into Chaska Creek Boulevard. An additional access is shown directly on Creek Road to line up with the building access for Chaska Creek Industrial Phase 2. Parking is shown on the north, west, and east sides of the building. Loading dock access is shown on the south side.

A semi-truck turning exhibit will be needed in the preliminary submittal, showing how trucks turn/turnaround in the site. It will also need to show how they turn in the proposed roundabout at Creek Road and Chaska Creek Boulevard.

Previous traffic studies have verified traffic operations are acceptable for Chaska Creek Way and Chaska Creek Boulevard to accommodate the proposed development.

**Landscaping & Screening**

Landscaping will have to meet the City's ordinance in terms of quantity and size. The table below indicates the landscaping requirements for this site and how the applicant meets or does not meet them:

| LOT 1, BLOCK 1 LANDSCAPING | | |
|---|---|---|
| | **Required** | **Proposed** |
| Overstory Trees | 553 caliper inches (203 trees) | unknown |
| Understory Trees | 51 | unknown |
| Shrubs | 590 | unknown |

The applicant will have to show in their preliminary submittal how they meet these requirements. It should be noted that during the final review of the Chaska Creek Industrial buildings Phase 1&2 it was determined that these buildings would be treated as one-story buildings (as opposed to two stories). The same landscaping requirements would apply here, and is reflected in the values noted in the previous table.

Planting islands will need to be incorporated in the parking lots. The City's code requires 10% of the parking lots to be allocated for planting islands. These islands need to be at least 10 feet wide.

Boulevard trees will be required along the sides that abut Chaska Creek Boulevard and Creek Road. The landscaping plan will need to reflect that in the preliminary submittal.

Screening

The property abuts residential on its western/southwestern edge. Because of this it will be important that screening is achieved effectively between the site and the homes. The loading dock is oriented to the south side of the site. The use of berming and landscaping will be imperative on the west and southwest edges. The developer will need to address this in their preliminary submittal.

**Lighting**

Any lighting proposed for this plan should be fully screened and face downward. Light poles will also be limited to 25 feet in height since this site is adjacent to residential. Any wall mounts are limited to 18 feet in height on buildings. Staff would require that no wall mounts be done on the west and south sides of the building. Light poles are allowed, however. Lighting levels will be required to be near zero at property lines abutting residential. The lighting fixtures and photometric need to be provided in the preliminary submittal.

**Signs**

The applicant will be required to meet all of Section 10 of the zoning ordinance for signs; specifically Section 10.8 as it relates to Industrial Sign Regulations; and they will be required to meet a 10 foot setback from property lines/ROW. Sign permits will need to be obtained prior to the installation of any sign.

For tenants sharing the same façade, the same or a similar method of signing must be used for all parties desiring to place a sign on the façade. Staff would require that signs on the west and south facades cannot be internally illuminated.

**Traffic**

There is one principal access spine (Chaska Creek Boulevard) as it moves from Engler Boulevard (CR 10) south to Creek Road. A roundabout is proposed at the Chaska Creek Boulevard and Creek Road intersection. This roundabout is in the process of being constructed. Chaska Creek Boulevard's right-of-way (ROW) will be preserved as a part of this site plan for the future southerly connection south of Creek Road, however, the road extension will not occur with this project. In the interim, a driveway will be provided for the Oppidan site so that trucks can access the site efficiently and directly on to the collector road.

**Setbacks**

Buildings and parking shall meet the following setbacks:

| BUILDING SETBACKS | |
|---|---|
| **Direction** | **Setback** |
| Highway 212 | 225 feet from centerline or 50 feet from ROW, whichever greater |
| Chaska Creek Blvd | 100 feet from centerline |
| Creek Road | 100 feet from centerline |
| Interior Property Lines | 10 feet |
| Wooded Steep Slope | 50 feet from edge; 30 feet no grade/no mow |
| Wetlands | 75 feet |
| Chaska Creek | 75 feet from edge |

| PARKING SETBACKS | |
|---|---|
| **Direction** | **Setback** |
| Interior Property Lines | 5 feet |
| Property Lines Abutting ROW or residential | 10 feet |

**Utilities**
Utilities are available to service the project.

The subject property *is not* located within the service territory of Chaska Electric, but of Minnesota Valley Electric Cooperative (MVEC).

**Stormwater**
The project's storm water design will need to meet the City's, Carver County Water Management's, and appropriate State and Federal requirements.

**Wooded Steep Slope**
The applicants have indicated on their plans the presence of wooded steep slopes along the Chaska Creek ravine mainly south, and out of the subject site; the site line is out of the treed areas. Although these remnant areas are not in the vicinity of the proposed project area, it should be noted that a 50 foot building and 30 foot no grade/mow setback apply to the edges of these slopes. With that in mind, it may require tweeks on future building and stormwater pond locations to ensure those setbacks are adhered to. More information/guidance will be provided on this when those remnant areas initiate development.

**Pedestrian Sidewalks/Connections/Trails**
Sidewalks will be required along both sides of local public streets, which would include along Creek Road and Chaska Creek Boulevard. A 10 foot wide city trail will be required on the west side of Chaska Creek Boulevard to connect into the existing trail just north of Creek Road. These sidewalks and trail will need to be shown on the plans for preliminary submittal.

**Development Costs (Infrastructure Improvements)**
The area-wide development costs would include but not be limited to:

- Arterial Road Network
- Collector Roads
- Storm Sewer
- Parks
- Interchange (Zone of Influence)

Prior to final platting, the developer will need to work with Staff to determine which of these are applicable and what those fees will be. It should be noted that no parks are proposed as a part of this development, and therefore, park fees will be collected as opposed to land dedication.

**Deadline for Agency Actions**
The City of Chaska received the complete application for this request on Tuesday, November 2, 2021. Pursuant to Minnesota State Statutes the City must act on this request by **Saturday, January 1, 2022** (60 days), unless the City provides the petitioner with written reasons for an additional 60-day review period. The additional review period would extend to *Wednesday, March 2, 2022*. The City may with the petitioners consent extend the review period beyond the Wednesday, March 2, 2022. 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 12/08/21:**
Motion to recommend to City Council approval of the Concept Plan for Chaska Creek Industrial Phase 3, subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative (pgs 1-2)
    b. Chaska III (Existing Conditions Plan) Concept Plan, prepared by Sambatek, dated November 1, 2021
    c. Site Influences (pgs 1-2), prepared by Sambatek, dated November 1, 2021
    d. Chaska III (Lot 1) Concept Plan (pgs 1-2), prepared by Sambatek, dated November 1, 2021
    e. City Submittal – Conceptual 3D Images, prepared by Mohagen Hansen, dated November 1, 2021
    f. City Submittal – Exterior Materials, prepared by Mohagen Hansen, dated November 1, 2021
    g. City Submittal – Diamond Metal Panel, prepared by Mohagen Hansen, dated November 1, 2021
2. Adherence with the City Engineer's Memo dated December 8, 2021.
3. For businesses sharing the same façade, the same or a similar method of signing must be used for all parties desiring to place a sign on the façade.
4. Provision of all proposed signs to meet Section 10 of the Zoning Ordinance.
5. Provision that wall signs cannot be internally illuminated on the west and south facades.
6. Mechanical equipment for each building to be fully screened from view and to meet Section 9.11.6 of the zoning ordinance.
7. Prior to final plat approval, developer shall enter into an agreement with the City for the provision of necessary infrastructure and associated development costs.

8. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
9. Provision that all wall mount lighting be mounted no higher than 18 feet.
10. Provision that wall mounts cannot be located on the south and west facades.
11. Provision that all pole lights will be no higher than 25 feet.
12. Provision of a parking plan that meets zoning and to show 1 parking stall per 350 square feet of warehouse space, to be submitted at preliminary submittal.
13. Provision of a storm water management plan meeting City, Carver County WMO and any other applicable agency standards.
14. Utility connections to each lot to adhere to City standards and be approved by the City Engineer.
15. Adherence to the City's Boulevard Tree Policy and local street section design, with the inclusion of boulevard trees on the sides of Creek Road and Chaska Creek Boulevard to be addressed at preliminary submittal.
16. Provision of sidewalks on both sides of all local streets.
17. Provision of a 10 foot City trail on the west side of Chaska Creek Boulevard.
18. Provision of a 60 feet Right of Way width for all local streets.
19. Provision of a truck turning exhibit to be submitted at preliminary submittal.
20. Provision of adequate berming and screening to be achieved on the west and southwest edges of the site, and to be addressed at preliminary submittal.
21. Provision of a cross section exhibit showing the screening methods from the parking and loading dock area from the adjacent Wetzel Lane residents, and to be submitted at preliminary submittal.

**CITY COUNCIL ACTION REQUESTED**

**Motion to adopt Resolution No. 2021-87 approving the Concept Plan for Chaska Creek Industrial Phase 3 (PC #2021-19).**

**CITY OF CHASKA**
**CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE 12/20/2021 RESOLUTION NO. 2021-87**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

**Resolution approving the Concept Plan for Chaska Creek Industrial Phase 3/Oppidan/PC #2021-19**

WHEREAS, the request this evening is for Concept Plan for the construction of a new industrial building just south of the Chaska Creek Business Park (known as Chaska Creek Industrial Phase 3); and

WHEREAS, the proposed industrial building will be approximately 177,000 square feet in size and 34-38 feet in height; clear height inside the building will be 28 feet which is consistent with the other Chaska Creek Industrial buildings; and

WHEREAS, the building will be a mix of durable materials including precast concrete panels, architectural diamond metal paneling, and aluminum storefront glass; and

WHEREAS, 187 parking spaces are proposed as a part of this site plan, and the site is deficient by 26 parking stalls; and

WHEREAS, it should be noted the City parking code requires site plans to still show 1 parking space per 350 square feet for the warehouse use in the event that the use changes to manufacturing in the future; and

WHEREAS, because this building does not have determined end-users it is difficult to determine the raw parking need at this time, and as such it will be important to show how additional parking can be added to the site if needed; and

WHEREAS, the applicant will be required to show proof of parking in their preliminary site plan that meets a 1 parking space per 350 square foot requirement for the warehouse portion; and

WHEREAS, the property abuts residential on its western/southwestern edge; and

WHEREAS, because of this it will be important that screening is achieved effectively between the site and the homes; and

WHEREAS, the loading dock is oriented to the south side of the site, and the use of berming and landscaping will be imperative on the west and southwest edges; and

WHEREAS, light poles will also be limited to 25 feet in height since this site is adjacent to residential, and any wall mounts are limited to 18 feet in height on buildings; and

WHEREAS, a semi-truck turning exhibit will be needed in the preliminary submittal, showing how trucks turn/turnaround in the site, and it will also need to show how they turn in the proposed roundabout at Creek Road and Chaska Creek Boulevard; and

WHEREAS, sidewalks will be required along both sides of local public streets, which would include along Creek Road and Chaska Creek Boulevard; and

WHEREAS, on December 8, 2021 the Planning Commission recommended approval to the City Council of the Chaska Creek Industrial Phase 3 Concept Plan (PC#2021-19); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Chaska Creek Industrial Phase 3 Concept Plan (PC#2021-19), subject to the aforementioned stipulations and following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative (pgs 1-2)
    b. Chaska III (Existing Conditions Plan) Concept Plan, prepared by Sambatek, dated November 1, 2021
    c. Site Influences (pgs 1-2), prepared by Sambatek, dated November 1, 2021
    d. Chaska III (Lot 1) Concept Plan (pgs 1-2), prepared by Sambatek, dated November 1, 2021
    e. City Submittal – Conceptual 3D Images, prepared by Mohagen Hansen, dated November 1, 2021
    f. City Submittal – Exterior Materials, prepared by Mohagen Hansen, dated November 1, 2021
    g. City Submittal – Diamond Metal Panel, prepared by Mohagen Hansen, dated November 1, 2021
2. Adherence with the City Engineer's Memo dated December 8, 2021.
3. For businesses sharing the same façade, the same or a similar method of signing must be used for all parties desiring to place a sign on the façade.
4. Provision of all proposed signs to meet Section 10 of the Zoning Ordinance.
5. Provision that wall signs cannot be internally illuminated on the west and south facades.
6. Mechanical equipment for each building to be fully screened from view and to meet Section 9.11.6 of the zoning ordinance.
7. Prior to final plat approval, developer shall enter into an agreement with the City for the provision of necessary infrastructure and associated development costs.
8. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
9. Provision that all wall mount lighting be mounted no higher than 18 feet.
10. Provision that wall mounts cannot be located on the south and west facades.
11. Provision that all pole lights will be no higher than 25 feet.
12. Provision of a parking plan that meets zoning and to show 1 parking stall per 350 square feet of warehouse space, to be submitted at preliminary submittal.
13. Provision of a storm water management plan meeting City, Carver County WMO and any other applicable agency standards.
14. Utility connections to each lot to adhere to City standards and be approved by the City Engineer.
15. Adherence to the City's Boulevard Tree Policy and local street section design, with the inclusion of boulevard trees on the sides of Creek Road and Chaska Creek Boulevard to be addressed at preliminary submittal.
16. Provision of sidewalks on both sides of all local streets.
17. Provision of a 10 foot City trail on the west side of Chaska Creek Boulevard.
18. Provision of a 60 feet Right of Way width for all local streets.
19. Provision of a truck turning exhibit to be submitted at preliminary submittal.
20. Provision of adequate berming and screening to be achieved on the west and southwest edges of the site, and to be addressed at preliminary submittal.
21. Provision of a cross section exhibit showing the screening methods from the parking and loading dock area from the adjacent Wetzel Lane residents, and to be submitted at preliminary submittal.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 20th day of December, 2021.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

# City of Chaska
# Memorandum

**To:** **Planning Commission**
**From:** **Matt Clark, City Engineer**
**Date:** **December 8, 2021**
**Subject:** **Chaska Creek Center Phase 3 Industrial Building Concept Plan**

The proposed development is located south of the Chaska Creek Center Corporate Industrial Center at the southwest quadrant of US Highway 212 and County Road 110 (Creek Road). Improvements that are being constructed now with the Corporate Campus include City utilities and street improvements along Chaska Creek Boulevard that will accommodate development of the site.

The City's master plan includes trunk utilities and preservation of right of way for a future collector road through the property. The extension of collector road is not warranted at this time; however, the Developer and Property Owner have been working closely with the City for planning and acquisition of the right of way that will preserve the ability to construct in the future should it be necessary. For the preliminary planning process, it will be important the site plans accommodate future infrastructure improvements that are planned in the area both to Creek Road and a future collector road.


ONE CITY HALL PLAZA/CHASKA, MN 55318-1962/PH: (952) 448-2851/ FX: (952) 448-9300

## Project Narrative

Creek Road, Chaska, Minnesota

As requested by the City of Chaska's Concept Site Plan Review Requirements, please find the below narrative associated with a proposed development project located at Creek Road and new Chaska Creek Boulevard. This narrative accompanies the enclosed site plans, images and elevations to further describe the well thought out characteristics of this project.

**Invested in the Community**

Oppidan, as a business, who is investing in the City with the development of two other buildings supports and embraces the City's mission to enhance and maintain the high quality of life of its "shareholders", the citizens of Chaska. Oppidan feels this building will allow for the opportunity for new businesses to attract new talent to the City.

**Surroundings**

The City of Chaska is dynamic in that its buildings offer diverse architectural style as evidenced by the variety of rooflines, building sizes, number of stories and building materials. There is a mix of office and industrial uses in this neighborhood. The offices bring one and two stories in brick and glass with smaller details for each entry. The industrial brings a broad stroke of material of concrete with different colors and textures.

**The Proposed Development Location**

The proposed development is located at the southwest quadrant of US Highway 212 and County Road 110 (Creek Road). Current improvements to Creek Road and Chaska Creek Boulevard (by others) include a roundabout at the northeast corner of the site which, with a further southerly extension of the Boulevard or a driveway from the roundabout will provide truck access to the site. Planning of the site was done in such a way to provide high visibility while offering an efficient flow of cars and trucks on the site. Trucks will come in the east side entry and travel around the building to the loading/unloading area and out on the east side of the site to avoid the needs for turning radius space and to best make use of the site size. Cars will access the site from Creek Road on the north end of the site. The site will be designed in accordance with the City of Chaska development requirements as well as meet the Carver County Watershed Management Organization and the MPCA's requirements for stormwater management.

**Site Influences**

The proposed building and parking areas are aligned to be parallel/perpendicular to Creek Road. Additionally, there is a local street (Wetzel Ln) to the west of the development and a proposed extension of Chaska Creek Blvd on the east, both influencing the width of the property, building, and parking areas. Perspectives from both intersections were provided to get a feel for how the development will fit into the area.

**Building Image**

Preliminary building design concepts offer a fresh, progressive building exterior. The building concept coordinates with two other building within the development area. The precast panels are a base with neutral stone aggregate and the entries for the tenants provide a pop color and more textures. The entry design and materials allows for more of a human scale for staff and guests.

**Site Grading**

Grading of the site will be done in a manner that minimizes the disturbance on site. The finished floor elevation of the building will be placed near or above the existing grade of Creek Road. Parking for cars will be designed to provide ADA access to the front entrance of the building. The proposed loading docks at the south of the building will be approximately 4 feet below the finished floor elevation, which will allow drainage to the south of the

building and to the proposed stormwater pond. If ponding can be achieved through use of a regional pond, the site will be more likely to achieve earwork balance, as existing grades rise to the south, which is contrary to the design requirement of lowering grade for docks and ponding.

**Goals**

The goals associated with this new facility are many: to provide a progressive, new building that brings both commerce and job opportunities to the residents of Chaska; to offer a site that has been thoughtfully designed to enhance the surrounding buildings; to provide a unique building design that creates interest and visibility from Chaska Road and to design the building on the site in order to maintain as much existing greenspace as possible while offering an efficient flow of people, products and vehicles. We firmly believe that this new building meets the overall mission and goals of the City of Chaska and that it will support well-planned, orderly growth while maintaining the high quality, uniqueness the community is known for, and its residents expect.

**Materials:**

Building Façade: Metal panels, Glass, Precast Concrete Panel

Roof: EPDM

Roof Structure: Metal joists and beams

Floor Structure: Concrete Slab

Windows/Doors: Aluminum framed window and main doors.

**General Information:**

Building Height: 35’-40’

Building Sq. Ft.: Approx. 177,500 SF

**Building Code Information:**

Building Type: Type II-B

Group Occupancy: B, F-1, S-1

Occupancy Load: TBD

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November 29, 2021

City of Chaska
Attn: Liz Hanson, Planning Department
One City Hall Plaza
Chaska, MN 55318

RE: Oppidan Industrial Club West – Neighborhood Meeting Update

Dear Liz:

Oppidan recently held a neighborhood meeting for our proposed project last Monday night at the Chaska Community Center from 6-7 PM.

The meeting was attended by:

11315 Wetzell Lane (Robert and Tamera Panning)
4825 Creek Road (John Glock)
PID 300061600 (Tim Raser)

Presenters:
Oppidan – Jay Moore
Sambatek – Brady Busselman

Oppidan and Sambatek reviewed the packet with the neighbors and tried to answer any questions that arose.

Questions:

1. How high is the building? *We answered 38 feet tall at the highest point per the architectural drawings provided. This allows for a 28 foot clear heigh inside the building. This is consistent with the buildings approved for Lot 1, Block 1 and Lot 1 Block 2 in the Oppidan/Chaska Creek Project.*

2. What are you doing for lighting? Will the light spill towards our homes? *We answered the light poles are meant to cast downward and not direct light into the neighboring properties. The City code will dictate how much lighting will be needed. It is not our intention to have light spill, but it is important for employees to be able to feel safe in the dark in the parking lot. Lighting is needed per code.*

3. Will you screen the perimeter with trees/plantings and a berm? How high will the berm be? *We answered yes. The goal is to screen the rear property line as best as we can. We are going to add a berm with trees and plantings as high as the grades will allow. We told them the berm will be able to be higher if we are allowed to drain into the City regional pond allowing more area for the bern if ponding on site could be eliminated. We told them this is an ongoing discussion between the City Engineer and Oppidan.*


1100 Lincoln Ave | Suite 1B2
San Jose, CA 95125
400 Water Street | Suite 200
Excelsior, MN 55331
2000 Regency Parkway | Suite 435
Cary, NC 27518

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4. What are the City's plans for Creek Road and the sewer line? Will Creek Road be newly built all the way to downtown? *We answered, we don't know all of these answers. This is ongoing at the City level and they would have to get these answers from the City/Engineering.*

5. What is going on south of your proposed lot line tow3rds the wooded area and creek? *We answered that we believe this land will not be touched. The club West Land will be left alone until developed in the future, but we do not believe this land will be touched anytime in the near future.*

6. What are the hours of operation? *We answered, we don't know all of these answers, but the use will be set up like the Chaska Creek project. We expect the users to be office/warehouse with standard hours of operation. In addition, we believe there is an ordinance against excessive noise within the City of Chaska.*

7. When is the project schedule to start? *We answered, we currently have an application into the City. The process will take 60-90 days to hold public hearings with the PC and City Council. If the project is successful at the at the City Entitlement level, we expect to start the project in the summer of 2022.*

Sincerely,

Jay Moore

Jay Moore
SVP Development

Cc: Brady Busselman, Sambatek
Dave Scott, Oppidan



1160 Dupont St | Suite 182
San Jose, CA 95125

400 Water Street | Suite 200
Excelsior, MN 55331

2000 Regency Parkway | Suite 435
Cary, NC 27518




# CHASKA III (EXISTING CONDITIONS PLAN) CONCEPT PLAN - CHASKA, MN

NORTH

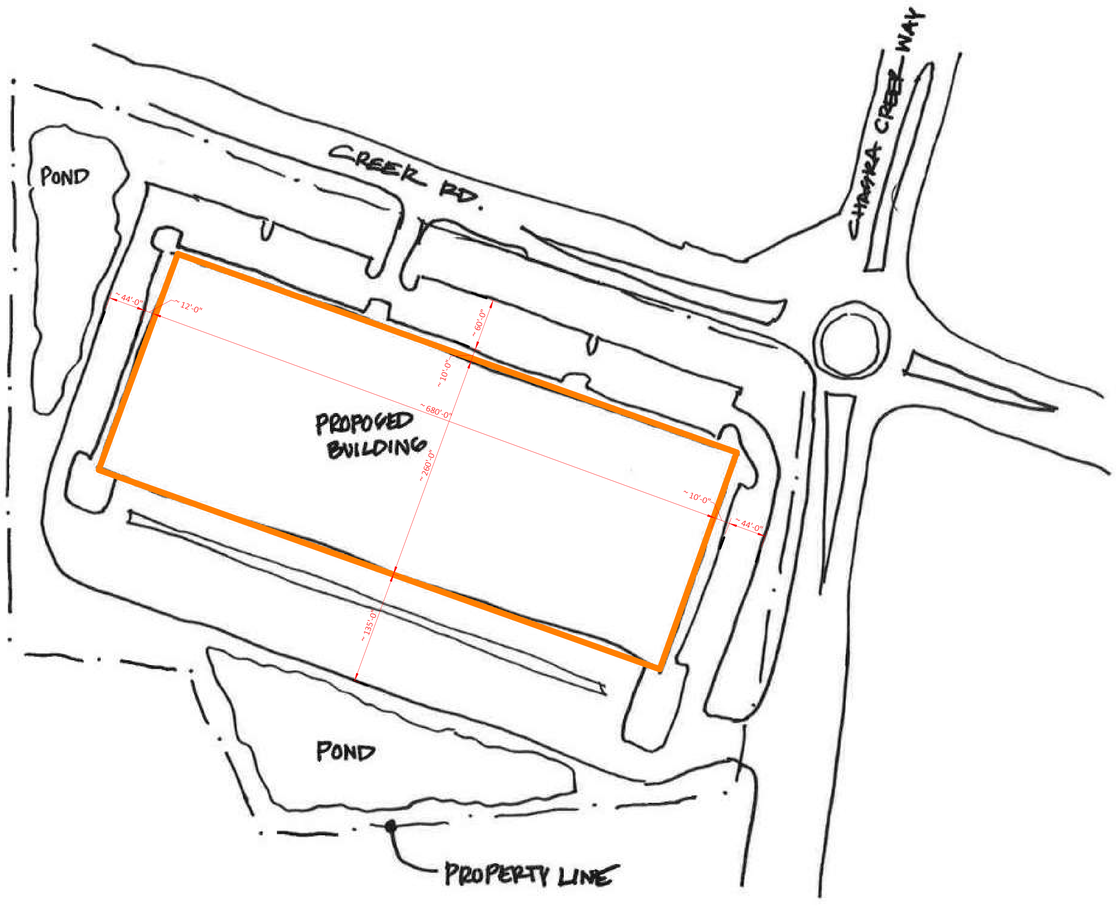
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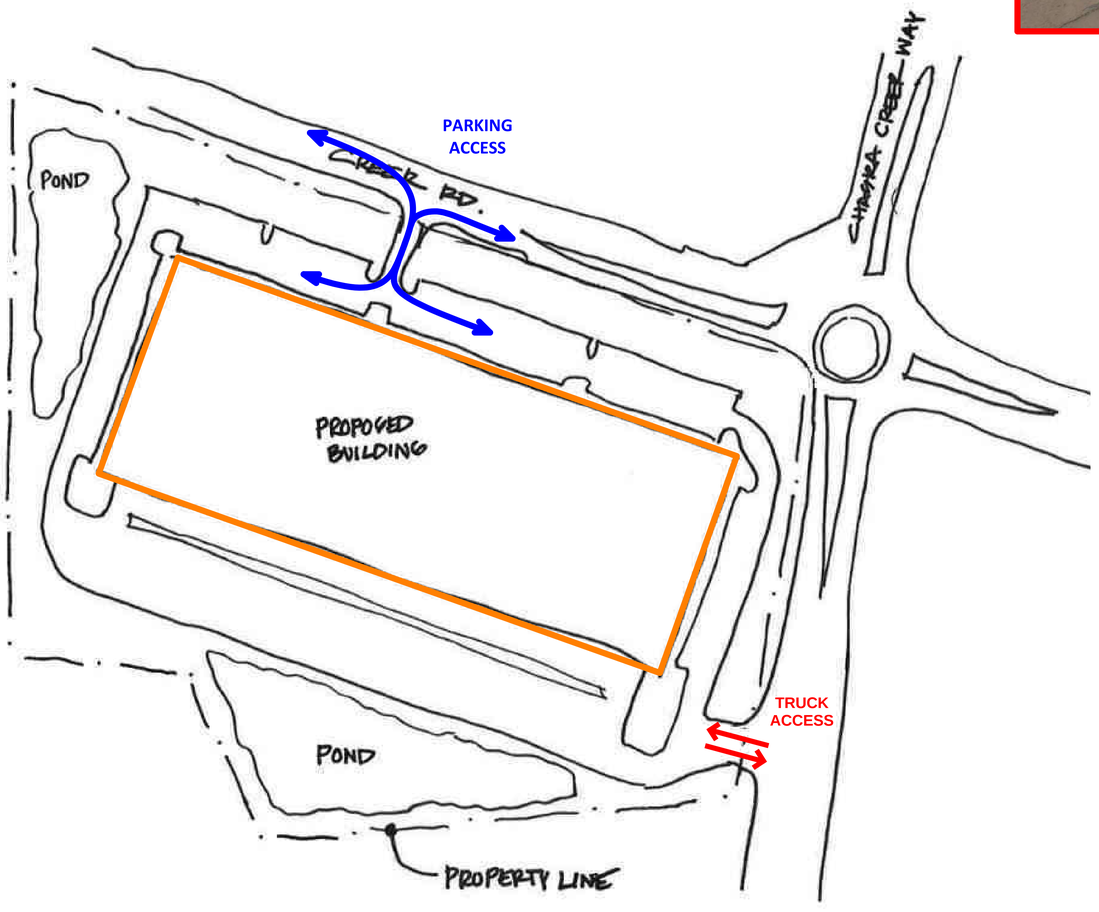
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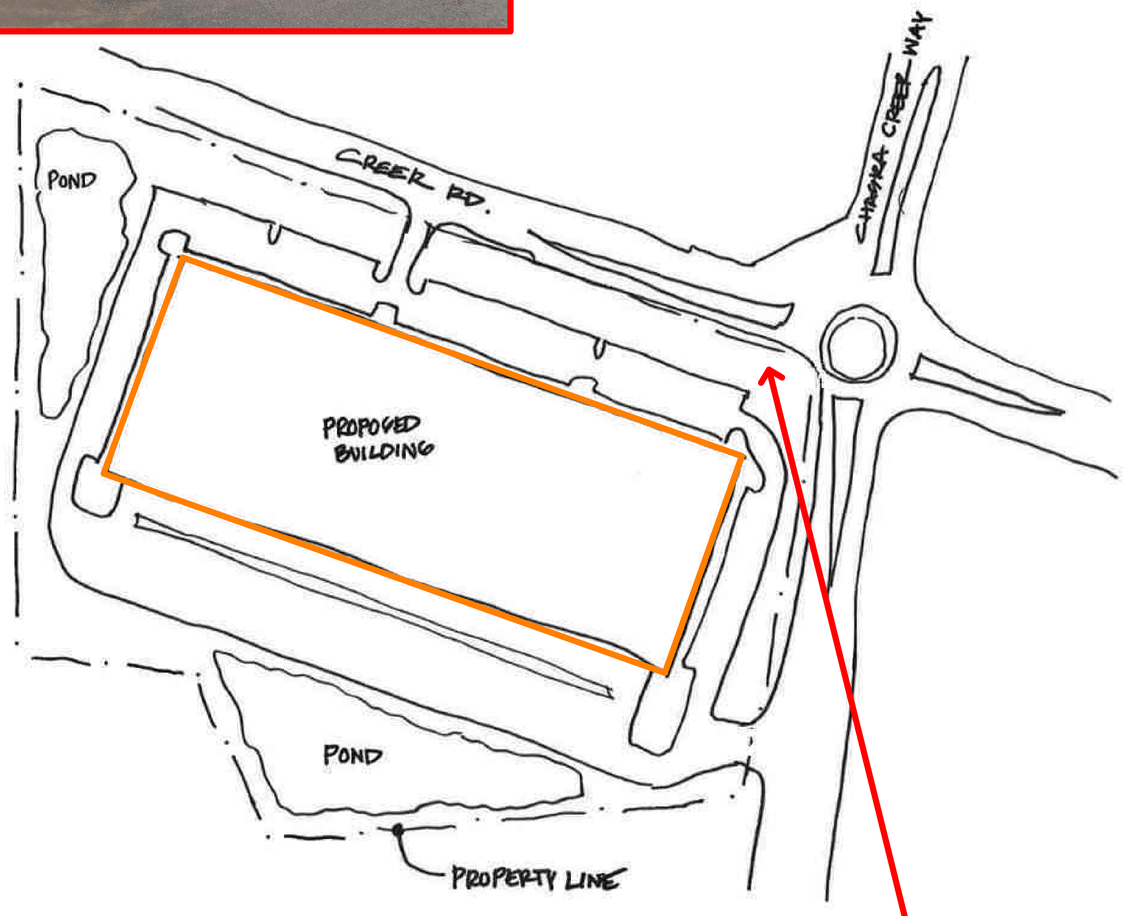
Sambatek www.sambatek.com


POND
CREEK RD.
CHASKA CREEK WAY
PROPOSED BUILDING
44'-0"
12'-0"
60'-0"
10'-0"
680'-0"
260'-0"
10'-0"
44'-0"
135'-0"
POND
PROPERTY LINE


Rivera Landscape - Residential &...
110
Chaska Creek
Creek Rd
10



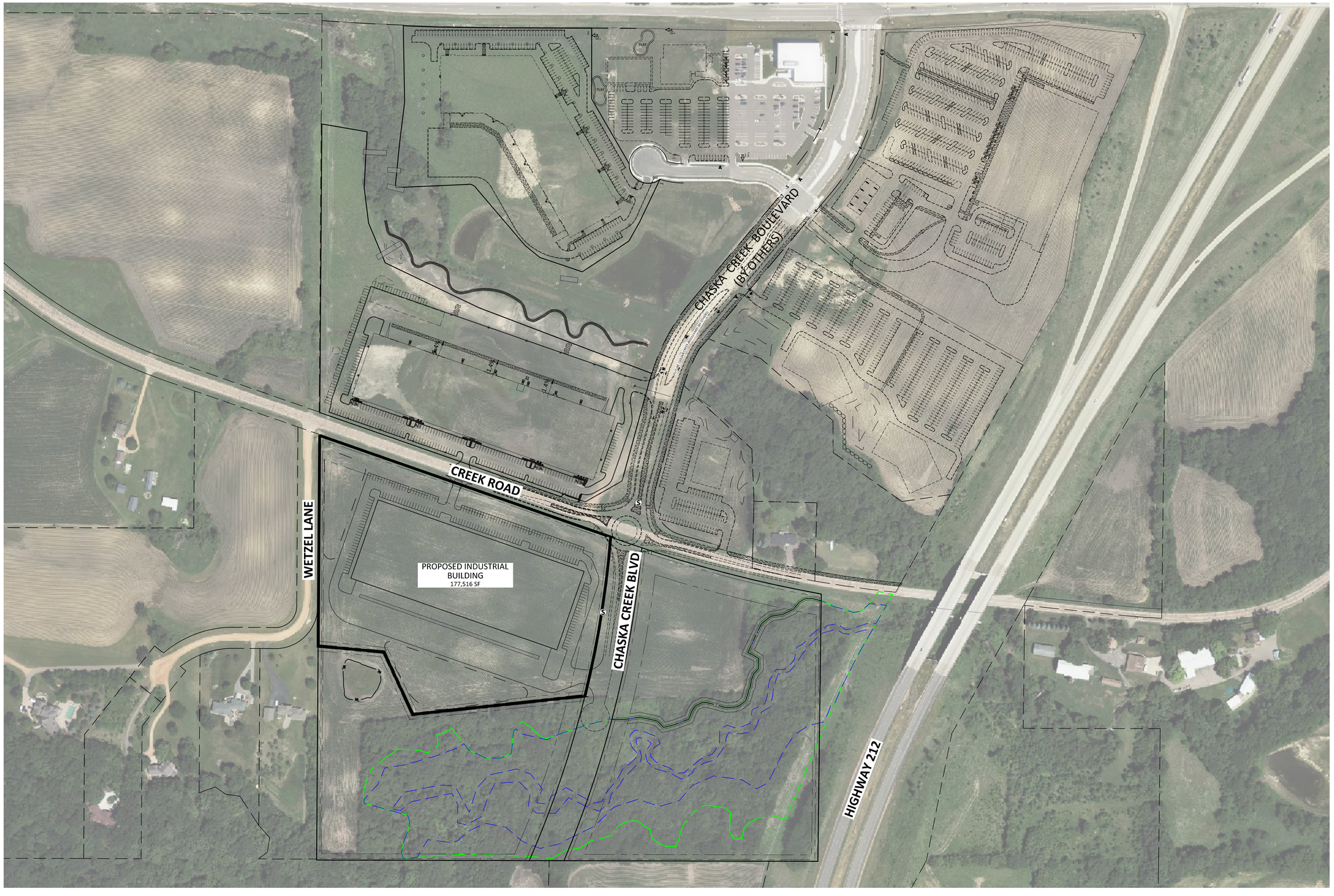




## TRAFFIC FLOW

## ADJACENCY BUILDING AND CONNECTION VIEWS






# CHASKA III (LOT 1) CONCEPT PLAN - CHASKA, MN

NORTH

11.01.2021

OPPIDAN

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0 150 300
SCALE IN FEET

Sambatek
www.sambatek.com




## DEVELOPMENT SUMMARY

LAND AREAS:

| | |
|---|---|
| 1. GROSS LOT AREA = | 38.44 AC. |
| 2. LOT 1 = | 13.00 AC. |
| 3. OUTLOT A = | 4.54 AC. |
| 4. OUTLOT B = | 9.40 AC. |
| 5. OUTLOT C = | 9.13 AC. |
| 6. ROW = | 2.37 AC. |

STEEP SLOPE AREAS:

| | |
|---|---|
| 1. OUTLOT B = | 4.22 AC. |
| 2. OUTLOT C = | 6.88 AC. |
| 3. ROW = | 1.01 AC. |

ZONING:

| | |
|---|---|
| LOT 1 EXISTING | OPEN |
| LOT 1 PROPOSED | PLANNED INDUSTRIAL DISTRICT(PID) |

BUILDINGS (INDUSTRIAL):

| | |
|---|---|
| LOT 1 | 177,516 SF |

PARKING RATIO (20 / 80): BLDG

| | |
|---|---|
| OFFICE SPACE (1 PER 250 SF): | 115 |
| WAREHOUSE SPACE (1 PER 2,000 SF): | 58 |
| TOTAL STALL REQUIRED: | 173 |
| TOTAL STALLS PROVIDED: | 187 |

SETBACKS:

| | BUILDING | PARKING |
|---|---|---|
| FRONT | 30 FT | 10 FT FROM ROW |
| SIDE | 15 FT | 5 FT |
| STREET SIDE | 20 FT | 10 FT ADJ TO RESID |
| REAR | 20 FT | 5 FT |
| | | 10 FT ADJ TO RESID |
| FROM CREEK RD/ CHASKA CREEK BLVD ROW CENTERLINE | 100 FT | |

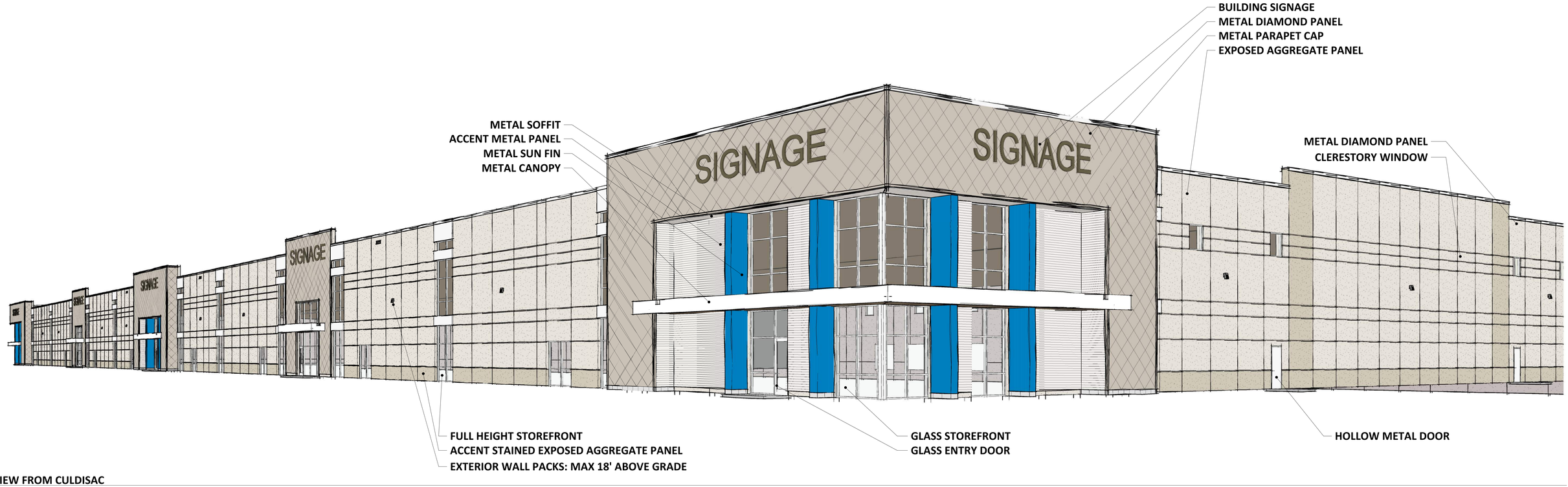
# CHASKA III (LOT 1) CONCEPT PLAN - CHASKA, MN

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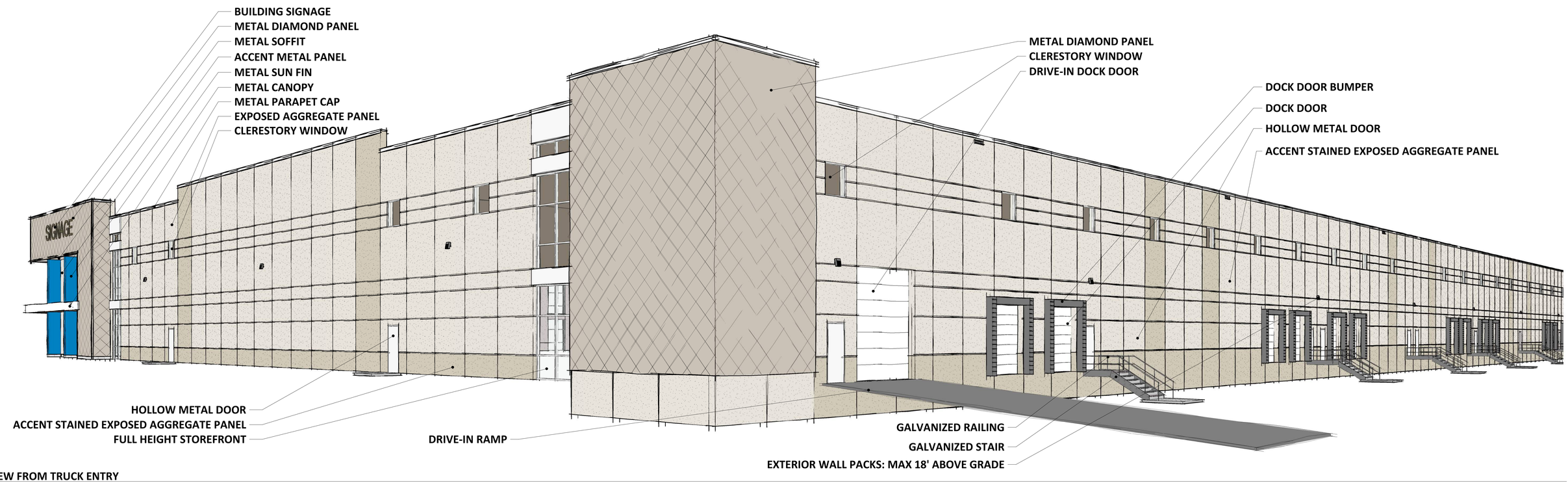
11.01.2021

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Sambatek www.sambatek.com




1 P002 VIEW FROM CULDISAC




2 P002 VIEW FROM TRUCK ENTRY

CITY SUBMITTAL - CONCEPTUAL 3D IMAGES
CHASKA, MN
11/01/21

CHASKA CREEK INDUSTRIAL - PHASE 3

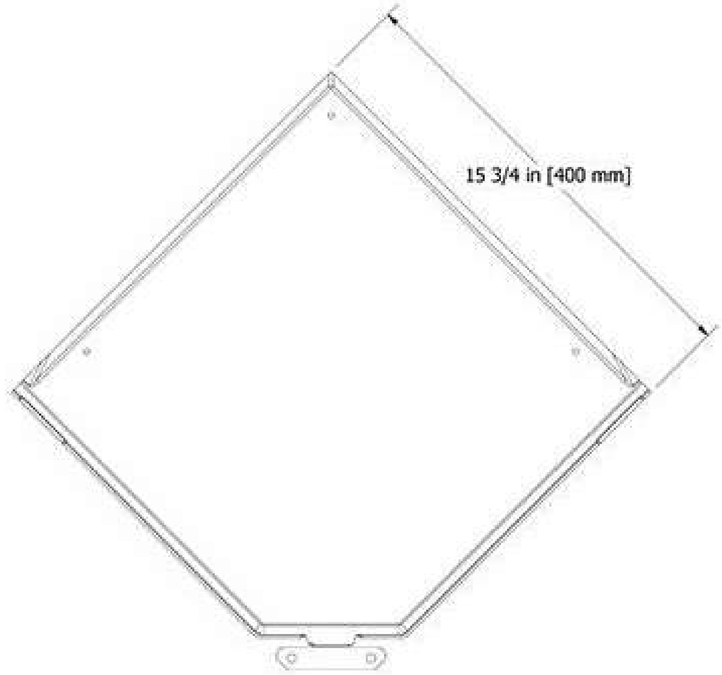
MOHAGEN HANSEN
Architecture | Interiors


WARM WHITE RIBBED ACCENT METAL PANEL
BLUE METAL SUN FIN
WARM OFF-WHITE EXPOSED AGGREGATE PANEL
CLEAR ANODIZED MULLION
WARM WHITE SOFFIT AND PARAPET CAP
WARM LIGHT GREY METAL DIAMOND PANEL
WARM WHITE METAL CANOPY
WARM GREY DOOR PAINT





**WARM LIGHT GREY DIAMOND METAL PANEL**






# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 12/20/2021

**Subject:** **Adoption of 2022 Tax Levy and General/Enterprise Fund Budgets**

**Prepared By:** **Matthew Podhradsky, City Administrator**

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Attached to this Staff report is a copy of the proposed 2022 General Fund and Enterprise Fund Budgets, along with my Administrator's Budget Message summarizing the recommended budget activities in each of our funds.

**Summary of General Fund Budget and Tax Levy Recommendation**

As you read the 2022 budget, you will find that beyond trying to maintain our current service levels as constant as possible, this budget seeks to continue with our efforts to keep our Capital Asset Maintenance Program (CAMP fka CIP) fully funded as we move into the future so that we continue to reinvest back into the assets that are aging in our community. A high priority was also put towards making sure we are working towards keeping our General Fund Reserve balances at a sufficient level to be able to address requirements of our Bond Rating Agency to maintain our already high rating, and that special attention was put towards staffing of our public safety agencies to make sure that we are staffing at sufficient levels both to keep our Police Officers safe, and to address the logistical challenges of a paid-on-call Fire Department.

Finally, an emphasis was placed in this budget on fully funding the second year of implementation of our Staffing Study Gap analysis. While we were able to move forward with the first of 4-years of implementation in 2020, we did delay the implementation of the second year of our program in 2021 because of the uncertainties of COVID. With us now having a much better understanding of the economic impacts of COVID, we feel that it is important to get back on track with completing the final three years of this plan by implementing year 2 of the plan in 2022.

Based on the discussions the City Council has had throughout this budget process, and prioritizing the issues that we feel are important to address in this upcoming year, Staff is presenting the recommended General Fund Operating Budget, which would be at $21,724,729 for 2022. This would be an increase of 7.29% over the budget that was adopted for 2021. Based on this budget level, the recommended tax levy that would be required to support this budget would be $12,672,429. It should be noted that this amount represents not only the tax levy needed to support our General Fund, but also our EDA, Mt. Pleasant Cemetery and our Tax Abatement Districts. The impact on the Median Valued home for this tax levy increase would be $7 per month, or $84 for the year.

**Budget Objectives**

As always, we start the budget process focusing on the objectives that have been discussed by the Council for establishment of the 2022 budget. These objectives include:

- ***Support budgeting programs that help Chaska strengthen its mission of being "The Best Small Town in Minnesota"***
- ***Maintain existing high-quality service levels***
- ***Limit tax levy growth to capture only new growth in community and inflation, only increasing the levy beyond this point if new service levels/assets are being added***
- ***Fully fund maintenance and replacement of our vehicles, equipment, and physical assets on a regular schedule to ensure sustainability of investments already made***
- ***Fund new programs only after existing, necessary programs are funded***
- ***Budget utilizing a plan that avoids draw-down of City's General Fund Reserves and builds these reserve amounts to a targeted level***
- ***Fully fund levy needs of Street Reconstruction Program***
- ***Develop a budget plan that is sustainable from a resource perspective to support service levels that residents expect***

This last objective was added during the 2019 budget process and led to the completion of a Staffing Study identifying current gaps in our Staffing resource levels and staffing we will need to plan for as our community continues to grow. During the 2021 Budget process, we also added to our General Fund Reserves Objective by expanding it to include developing a plan to build up our General Fund Reserves balance to targeted levels that maintain or improve our current bond ratings.

**Budget Environment for 2022**

As opposed to the uncertain budget environment we were facing last year at this time, the economic outlook does look more promising going into 2022 given the number of projects we have occurring in the community and the projects we expect to see move forward in 2022. Unlike the past several years, these projects are not just residential projects-although the residential market is very strong right now-but they are also large Industrial Projects as well as large Commercial and Institutional uses we expect to move forward with construction in the summer of 2022.

While we were uncertain of how robust construction would be in 2021 due to COVID, and we budgeted accordingly based on this uncertainty, the year ended up much more positive than we expected from a building perspective, which makes us feel more certain that this activity will continue into 2022. This strong growth in the community is an important factor for us to understand, as it is a good indicator of the strength of the revenue streams we will have coming into the General Fund this next year to support our General Government services.

**Market Values**

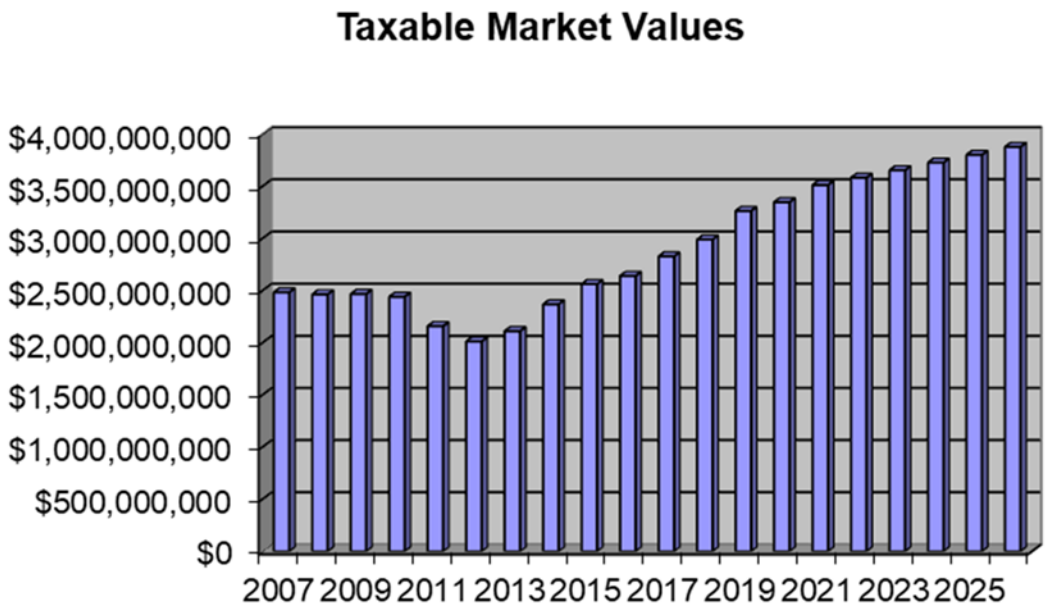
As you will see in the chart below, the City of Chaska will see a 4.90% increase in market values for taxes payable 2022, which is expected to result in a 5.21% increase in tax capacity for 2022.

| Chaska 2021 Assessment | | | | | |
|---|---|---|---|---|---|
| | Residential | Commercial/Industrial | Apartment | Ag | Total |
| 2021 EMV | **$2,645,009,100** | **$553,274,200** | **$231,767,700** | **$82,052,100** | **$3,512,103,100** |
| 2020 EMV | $2,501,694,500 | $525,663,000 | $227,442,100 | $93,168,900 | $3,347,968,500 |
| Total Value Change | $143,314,600 | $27,611,200 | $4,325,600 | ($11,116,800) | $164,134,600 |
| New Construction | **$49,321,100** | **$2,823,800** | **$162,000** | **$0** | **$52,306,900** |
| Market Change | $93,993,500 | $24,787,400 | $4,163,600 | ($11,116,800) | $111,827,700 |
| % New Construction | 1.97% | 0.54% | 0.07% | 0.00% | 1.56% |
| % Market Change | 3.76% | 4.72% | 1.83% | -11.93% | 3.34% |
| 2021 Total % Change | **5.73%** | **5.25%** | **1.90%** | **-11.93%** | **4.90%** |

This market value increase is more than what we experienced in 2021 when we only saw a 3.01% increase in tax capacity, but it is still less than what we have seen over the past few years, with the market value increase in 2019 alone being 9.14%. With a significant amount of new construction occurring now, we expect that these new values will start having a more significant impact on our taxable market values in the community within the next two years, as valuations always lag the actual construction of a building.

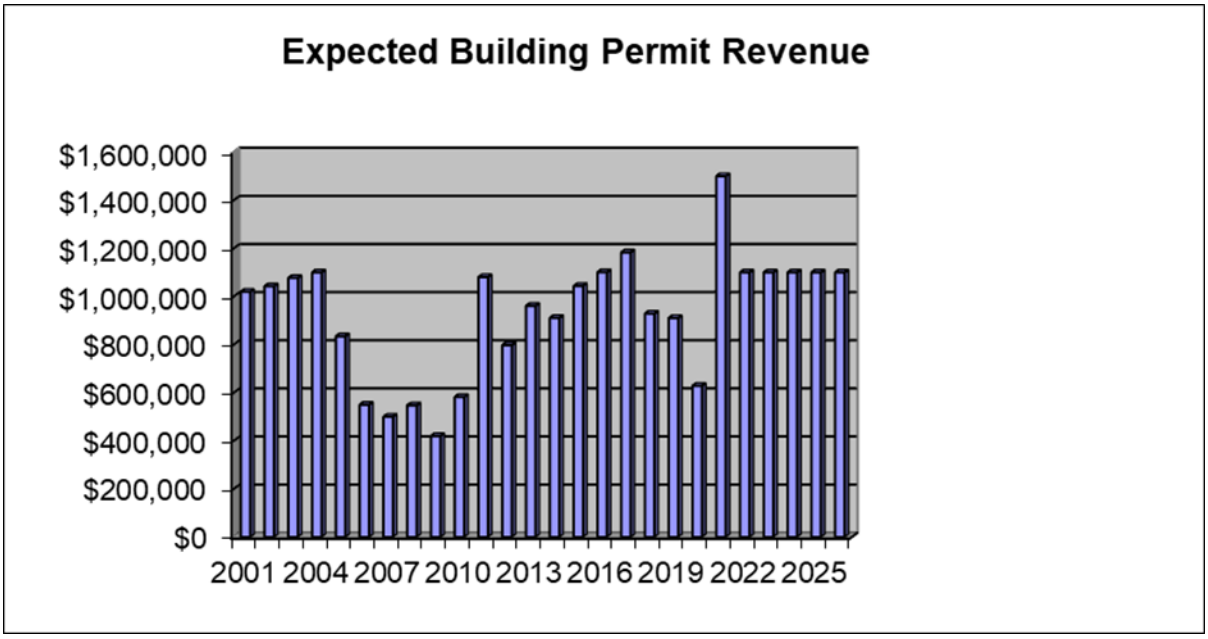
As you will see in the chart above, 1.56% of the market value increase represented new construction growth, with approximately 3.34% being growth in existing properties. Residential saw the greatest impact in values at 5.73% overall growth, with about a third coming from new construction and two thirds coming from the market value growth occurring in existing homes. The other significant market value growth we saw for 2021 was in existing Commercial/Industrial buildings. A big reason for this is the lack of available Industrial buildings in not only Chaska but the entire Twin Cities. That is one reason we are starting to see robust growth with new Industrial buildings with our community.

Below is chart illustrating the past 19-year history of market values in the community and a projection of what we expect for the next few years:



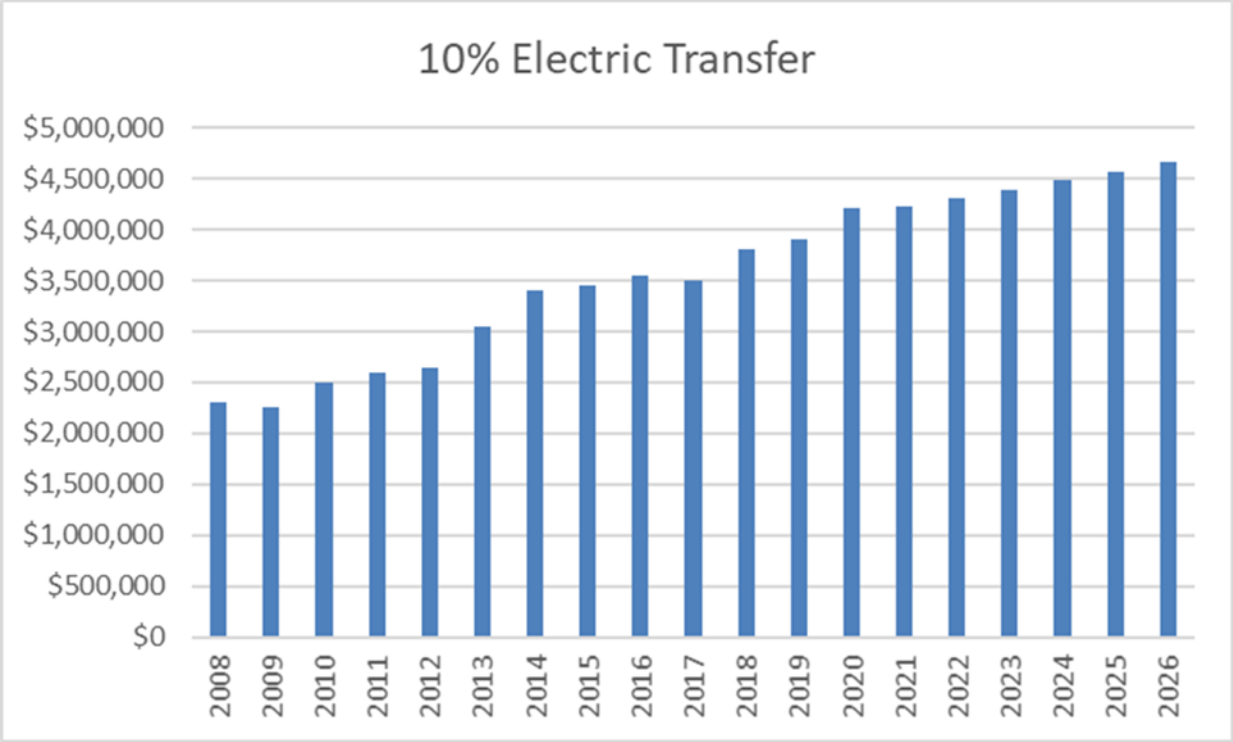

Another area of fluctuation we have seen over the past several years is in Building Permit revenue, making this a very difficult number to budget. With the exception of the Great Recession years of 2007-2010 where we saw a large dip in the amount of revenue we generated through Building Permits, most years between 2001-2019 saw building permit revenues of over $800,000, with many of these years being well over $1 million. In 2020, we adjusted the budget to bring revenues down to just over $600,000 and kept it very conservative in 2021 at just under $900,000 not knowing what impact COVID would have on building activity.

While we did not have certainty on the impact of COVID, we will have around $1.5 million in Building Permit revenue in 2021, meaning that growth was robust over the past 12 months as this is the largest amount of building permit revenue we have had in the community's history. We expect to see growth be either similar or greater for 2022 given the number of projects we know are expected to break ground next year. While we expect our growth will be higher, we do not want to budget too much in this area, as the loss of one or two major projects can have a major impact on our budget. For that reason, we are budgeting just under $1.1 million for building permit revenue in 2022. Below is a chart illustrating the building permit activity we expect to see:



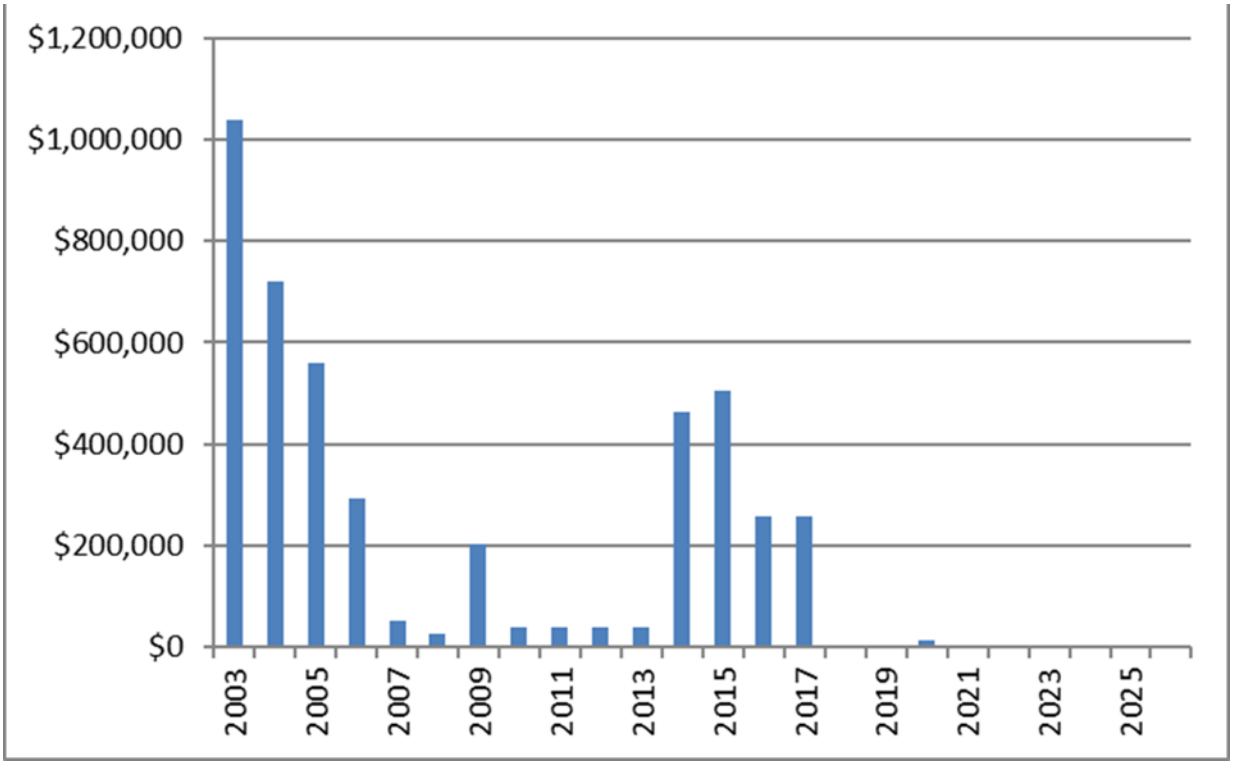

While the Pandemic has created some uncertainty in Market Values and Building Permit revenue, one area that Staff has continued to see continued positive growth is in our electric revenue coming into the General Fund. We have seen this with the opening of several data centers in the community, as well as additions onto existing industrial buildings in the community we continue to see. We have also started to see an impact from the increase in residential usage in the community. Currently the City has a 5% Right of Way access fee it charges our Electric Utility, plus a 5% contribution to General Fund activities, bringing in 10% of the overall sales into the General Fund as we have seen for nearly 30 years.

We are seeing this transfer continue to grow, as it is based on 10% of our overall sales within the Electric Department. It should be noted that while this is a 10% overall cost to the Electric Fund, our rates are still very competitive with our main competitors such as Xcel and MN Valley Electric Cooperative. In our comparison for this year, Chaska Electric was approximately 7% lower than Xcel for our residential rates with us being very similar to MN Valley. We expect this positive relationship between the cost of service for Xcel customers and Chaska Electric Customers to continue to become more positive as Xcel has filed for a rate increase of just over 21% over the next three years. The growth in this transfer does help to mitigate some of the reductions we are seeing in other revenue sources.




One area that we continue to see a drastic change, and what we expect to be permanent, is in our Local Government Aid allocation from the State. As I have discussed with the Council this year, in the early part of last decade, our LGA allocation was as high as $1,000,000, with it dropping to nearly $0 in 2007. This changed in 2014 when the State changed their formula for LGA allocation, and we once again saw approximately $500,000 of LGA payments each year. In 2016, we saw this number drop to just over $250,000 because of the reincorporation of value from our decertified TIF District #4, where it was in 2017 as well. In 2018, this number went to just over $1,000, creating a significant hole in our budget. To address this, the Council in 2018 did increase the tax levy to recapture half of that lost aid ($128,035), because of the significant impact it would have had to our service levels. In 2020, the amount of LGA went to just over $14,000, and in 2021 it went back to $0. It is once again certified to be $0 for 2022, and we expect that it will stay this way for the foreseeable future.

# Local Government Aid




It should be noted that when we saw the large drop of approximately $1 million between 2003-2007, we did not levy to replace any of this lost aid. While we did see increasing market values during this same period, which did help mitigate some of this loss in LGA, this permanent loss in aid was never fully recouped through other revenue sources, which has continued to make this an issue that has affected us in our annual budgeting process ever since.

**Discussion Items for 2022 Budget**

1. Continued utilization of our tax levy policy
2. Continued Implementation of our Capital Asset Maintenance Program (CAMP)
3. Restarting implementation of our Staffing Gap Study plan after a year hiatus because of the uncertainties of COVID
4. Public Safety Staffing Needs to Address Changes in Growing Community

I will spend some time discussing each of these separately.

1. **Establishing tax levy based on policy:**

For three decades, the City of Chaska had a policy in place for the establishment of the annual tax levy for the City. This policy stated that the City's objective was to have a constant tax rate, and that the levy would increase annually based on the increase in tax capacity in the community over the past year. For instance, if the tax capacity (which is based on market values) increased by 5% in any given year, the levy would also increase by 5%, which would

keep our tax rate the same. Theoretically, if a resident's property value stayed the same from one year to the next, the taxes on their property would not increase. They would only increase if there was an increase in value which is what most residents saw on an annual basis as property values were often growing at high rates.

In 2015, the Council officially changed that policy to have our levy increase reflect the actual items that have a direct impact on the cost of services we provide: new growth, inflation and the addition of any new programs to our budget.

Based on that policy, for 2022, the percentage of new growth in the community is approximately 1.56%, with 5% growth occurring in inflation. This would say that our operational levy should increase by 6.56% to accommodate these increases in service costs. The only other increase would come from any additional services/new items being introduced to the Budget for the upcoming year. With the tax capacity going up by 5.21% for 2022, this would mean that the tax rate would go up by approximately 1.5% if we were only to address baseline services and not address any new service levels or programs in our budgeting process.

2. **Continued implementation of our Full CAMP**

Since 2012, we have discussed the importance of reinvesting back into the assets we have in the community if we are going to keep them in good condition. In the Decision Resources Survey results the Council had presented two years ago, it showed that 68% of our residents favored increasing taxes if it meant that we could help maintain the assets and services we have already invested into.

In doing a study of our existing assets back in 2013, it was determined that in our General Governmental Services we were approximately $1 million short annually in being able to properly fund the replacement of our assets such as parks, road, trails, etc… To address this, the Council decided that year to implement a program over a 4-year period, increasing revenues to the CAMP by $250,000 each year until fully implemented. In 2017, we finished this 4-year ramp up of revenue, which has since allowed us to fund $1 million annually towards our CAMP activities.

In 2020, with the impact of the COVID 19 Pandemic on our budgeted revenues, we did have to cut back on our CAMP mid-year in 2020 to reduce it by $275,000. This came mainly through deferring planned park playground equipment replacement until the next year. In the 2021 budget because of the decreased revenue we experienced because of the pandemic, the Council decided to levy an additional $300,000 to allow this program to be funded at its full level and not fall behind a second year in a row. For 2022, the full $1 million is able to be captured in our baseline budget with no additional increases in tax levy needed to fully fund this program. Below are the projects that are programmed for the 2022 budget year:

**2022**

- Street Overlay: $400,000
- Trail Upgrades/Overlays: $60,000
- Lion's Park Playground Rehab: $160,000
- 2nd/Pine Street Parking Lot Retaining Wall Replacement: $200,000
- MSB Annual Door/Hoist Work: $40,000
- Shadow Wood Park Rehab: $140,000

As you can see from the lists above, the Capital Asset Maintenance Program is really getting to properly taking care of the assets we have already invested into. They are all critical to make sure that we do not spend more money in the future replacing things that could have been preserved if properly maintained. Also, maintaining park equipment is critical to user safety.

3. **Staffing Study Implementation**

As Council is aware, one of the new programs that was added in 2020 was the implementation of filling the identified gap in our Staffing levels over a 4-year period. As a result of our Council/Department Head retreat in 2017, and identifying that there was a feeling that our staffing resource levels were not adequate to sustain our current service levels/expectations going into the future, the City did hire Baker Tilly (the City's financial advisor) to complete a Staffing Study on our organization. The object of the study was to look at two things:

- Identify any gap we have in our current staffing resource levels
- Identify what we will have to plan for over the next 20 years as we move to full development

The results of this staffing study found that we were 15.8 employees short in our entire organization to be able to be staffed properly to provide our current service levels. The study also identified that after this gap is filled, we would need to plan for an additional 57.2 employees over the next 20 years to be staffed at the appropriate levels to continue to provide our current service levels in a sustainable way. While this future number is large, it is important to realize that we will grow by almost 10,000 additional residents as well as businesses over the next 20 years. Also, when you break this down into annual growth, it equates to about 2.86 additional employees each year, which is less than the 3.86 additional employees we have averaged adding annually over the past 20 years.

The greatest and most immediate concern identified from the results of this staffing study is the current gap we have in employees to be able to properly provide the service levels we currently provide to our residents and businesses. While the gap analysis found that our largest gap exists in building maintenance, where we had no employees solely dedicated to this task, there were other gaps identified throughout the organization. Specifically, the analysis found a shortfall in the following areas:

- Administration: 1 dedicated Economic Development Coordinator and 1 additional HR Generalist
- Administrative Services: 1 additional Network/Database Support Person
- Community Development: 1 Additional Planner
- Engineering: Assistant City Engineer
- Public Works: 5 Dedicated Building Maintenance Personnel (1 Foreman, 1 lead and 3 maintenance workers), 1 Storm Water Maintenance Worker, 1 Street Maintenance Worker and 1 Park Maintenance Worker
- Water/Sewer: 3 Additional Water/Sewer Maintenance Workers

As Council may remember, as a part of our budget discussions in 2020, it was decided to start addressing this gap by developing a 4-year plan to both fill these positions and allocate resources towards building maintenance activities. We identified a $1.5 million gap in being

able to meet these staffing needs, plus an additional $500,000 to help meet our underfunded building maintenance needs. To fill this gap required an increase of $375,000 to our tax levy each of the next 4-years, with $125,000 coming from our Enterprise Funds each year to help support these activities. With approval of this plan in the 2020 budget, we did focus on first filling our building maintenance needs, which included hiring of 3 of the 5 identified Building Maintenance positions, with us then focusing on filling our HR Generalist position. Because of revenue shortfalls identified mid-year, we did have to put a hold on hiring the HR Generalist position but were able to fill our 3 Building Maintenance positions along with putting our first $125,000 towards building maintenance activities.

With the uncertainty of what COVID would do to the stability of our revenue sources, the Council did decide to put a hold on the implementation of the second year of the plan in 2021, deciding to hold off until 2022 to restart the program should the economic environment look better. As we have discussed during the Budget Process over the past few months, Staff is recommending that we restart this Staffing Plan implementation for 2022 so that we can get back on track to filling these needed positions, and so we can try to complete the implementation of this full program by the end of 2024. As in 2020, to restart this new program would require an increase to our tax levy by $375,000 and dedicate an additional $125,000 from our Enterprise Funds to support this program. Doing so would complete two years of implementation of this 4-year plan, and bring our total dollars dedicated towards building maintenance to $250,000 of the $500,000 we had planned. The following are the positions that would be added in 2022 with the reestablishment of this Staffing plan:

**2022**

- HR Generalist
- Assistant City Engineer
- Building Maintenance Worker (4th of 5 positions)

The current proposed tax levy does include the dollars to restart this program.

4. **Public Safety Staffing Needs to Address Changes in Growing Community**

The final new item that was discussed in the 2022 budget are the gaps we are currently seeing in our Public Safety services.

First, one of the challenges we are seeing in our Police Staffing is in the number of officers we currently having staff our minimum levels on shifts that have lower call demand. Our current policy, which was established in 2001, has our lowest level of staffing on the road at any given time be two Police Officers. With the change we have seen in the community over the past 20 years, this level of Policing is no longer safe for our officers, leaving times that if an issue arises during a call, or multiple calls come in at the same time, there is no backup for our Officers. This is not safe operationally given the number of calls we respond to in any given shift.

The second issue that a shortage in staffing has created is not allowing our Police Officers to be as proactive with calls and take on more Community Policing initiatives. They are staffed so thin that it often does not give them the time to take on this proactive work, which was identified as a priority of our residents during the Community Conversations and Survey we did during the summer of 2020.

To get to safer levels of staffing at a minimum of 3 officers per shift and be able to be more active in Community Policing, would require us to add 3 more Police Officers to our roster. We are not recommending that this occur all in one year, as this would bring a large expense in 2022 if we were to do that, and it is not always practical to bring on that many new officers at once given the extensive amount of field training that is needed for each new officer we bring on board. To that end, we are recommending that we add one new Police Officer each year over the next 3 years to meet that goal. For 2022, adding one Officer would increase our expenses by $112,000 that would need to be supported by an addition to our Tax Levy.

From the perspective of the Fire Department, our goal has been to keep a base Paid-on-Call (volunteer) Fire Department going into the future. What we are finding that is making that very difficult to accomplish is relying on a Paid-on-call system for daytime response when our Fire Fighters are often working at their regular jobs. We have also found that taking on administrative duties on top of being a Firefighter is very difficult for someone that is not in a full-time position. That is why we have been moving towards a model of filling our leadership roles on the department with Full time employees.

We have an opportunity with the recent vacancy of our Paid-on-call Training Chief position to make another one of these leadership positions full time, which we think will help address day-time response issues and take some of the administrative burdens away from our Paid-on-call staff so they can focus solely on being a firefighter. While this is an additional cost of around $100,000, this is something we are able to absorb within our current Fire Department Funding as we did make changes to our Fire Relief Retirement program this past year which did free up dollars that the City had been reserving for this. The City is able to meet all of our funding requirements for the Relief benefit after making this change.

**Proposed Tax Levy for 2021**

To address our base budget needs and each of the priorities listed above, the tax levy would need to be established at $12,672,429, which is what we established as the Maximum Tax Levy back in our September meeting. This would be the tax levy for not only our General Fund, but also our EDA, Mt. Pleasant Cemetery, and our current Tax Abatement Agreements. Again, based on the Median Value Home in Chaska, the following would be the tax impact on this example home:

**Impact on the Median Valued Home in Chaska:**

-Median Value of Home in 2021: $269,755
-Median Value Home in 2022: $298,500

**Actual Annual Taxes Paid on Example Home**

-2021 Median Value Home City taxes: $873
-2022 Median Value Home City taxes: $957
$84 annual increase ($7 per month)

If the Council were to move in this direction and move forward with this proposed levy and addressing each of the budget priorities above, the following would be the proposed Revenue and Expenditures for the 2022 General Fund Budget:

## General Fund Revenues

| | 2020 Actual | 2021 Budget | 2022 Budget | Increase | %Increase |
|---|---|---|---|---|---|
| *Property Tax* | $6,952,467 | $7,743,413 | $8,446,549 | $703,136 | 9.1% |
| *Elec/GasFranchise Fees* | 4,397,652 | 4,684,200 | 4,987,000 | $302,800 | 6.5% |
| *Other Franchise Fees* | 300,269 | 300,000 | 296,000 | ($4,000) | -1.3% |
| *License and Permits* | 710,430 | 888,598 | 1,035,098 | $146,500 | 16.5% |
| *Other Revenues* | 2,834,485 | 2,519,643 | 2,464,819 | ($54,824) | -2.2% |
| *Admin Charges to Funds* | 3,834,038 | 4,113,970 | 4,495,263 | $381,293 | 9.3% |
| Total Revenue | $19,029,341 | $20,249,824 | $21,724,729 | $1,474,905 | 7.3% |

## General Fund Expenditures

| Department | 2020 Actual | 2021 Budget | 2022 Budget | Increase | %Increase | Notes |
|---|---|---|---|---|---|---|
| Council | $199,757 | $155,509 | $182,008 | $26,499 | 17.04% | Increased Special Events Budget to meet Actual |
| Communication | $106,021 | $112,115 | $52,008 | -$60,107 | -53.61% | Moved a position from FT to PT |
| Administration | $794,154 | $866,591 | $890,488 | $23,897 | 2.76% | |
| Human Resources | $271,592 | $286,290 | $462,916 | $176,626 | 100.00% | Added an HR Tech Position plus Pay Eq. Report |
| Elections | $61,512 | $5,402 | $38,905 | $33,503 | 620.20% | Increases every 2 years for Election |
| Admin Serv-Finance | $1,670,820 | $1,666,915 | $1,760,400 | $93,485 | 5.61% | |
| Admin Serv-IS | $1,202,917 | $1,291,865 | $1,269,942 | -$21,923 | -1.70% | |
| Legal | $141,281 | $80,400 | $100,000 | $19,600 | 24.38% | Increased activity with new Development |
| Community Dev. | $325,030 | $366,267 | $380,392 | $14,125 | 3.86% | |
| Engineering | $467,689 | $480,685 | $547,244 | $66,559 | 13.85% | Addition of Assistant City Engineer in July |
| City Hall Bldg | $220,284 | $239,710 | $203,720 | -$35,990 | -15.01% | |
| Building Maint Div | $254,346 | $476,253 | $681,240 | $204,987 | 100.00% | Add 4th Building Tech & Add Bldg Resources |
| Police | $4,836,613 | $5,139,118 | $5,579,386 | $440,268 | 8.57% | Addition of New Officer plus adj. to reflect OT |
| Fire | $2,182,768 | $2,123,571 | $2,283,915 | $160,344 | 7.55% | Move Training Chief to FT |
| Building Inspection | $681,165 | $763,215 | $755,775 | -$7,440 | -0.97% | |
| Public Works Admin | $435,971 | $417,742 | $427,833 | $10,091 | 2.42% | |
| Streets | $1,717,805 | $1,880,342 | $1,934,186 | $53,844 | 2.86% | |
| Snow Removal | $229,009 | $227,430 | $267,799 | $40,369 | 17.75% | Addition of Maintenance Equipment |
| MSB Building | $171,307 | $235,081 | $236,164 | $1,083 | 0.46% | |
| Park Maintenance | $1,285,871 | $1,218,315 | $1,149,376 | -$68,939 | -5.66% | |
| ISD 112 Maint | $25,310 | $37,205 | $37,369 | $164 | 0.44% | |
| Tree Control | $16,398 | $40,720 | $40,843 | $123 | 0.30% | |
| Parks Admin | $529,924 | $541,263 | $691,010 | $149,747 | 27.67% | Moved Additional hours from CCC in P and R |
| Parks Youth | $178,545 | $182,178 | $185,081 | $2,903 | 1.59% | |
| Park Senior | $0 | $0 | $165,925 | $165,925 | | Moved Programmer Positions from CCC |
| Parks Adult | $84,138 | $97,619 | $63,662 | -$33,957 | -34.79% | |
| Firemen's Park | $82,665 | $121,664 | $103,983 | -$17,681 | -14.53% | |
| Parks Skating Rink | $10,054 | $11,670 | $11,629 | -$41 | -0.35% | |
| Unallocated | $828,410 | $1,184,226 | $1,221,530 | $37,304 | 3.15% | $400,000 Fund Balance; $355,000 EDA Debt Service |
| Total | $18,971,376 | $20,249,361 | $21,724,729 | $1,475,368 | 7.29% | |

Below is a summary of the main assumptions that were used in putting together this budget plan:

- *Utilize budgeting objectives developed*
- *Increase in the tax levy by 1.56% due to new growth and 5% for inflation*
- *Move to implement the second year of our Staffing Gap Study, adding $375,000 to the total tax levy, and an additional $125,000 from the Enterprise Funds to support the second year of the plan*
- *Addition of $112,000 to help support the hiring of 1 additional Police Officer in 2022, along with the reallocation of approximately $100,000 in existing dollars within the Fire Department to support making the Fire Training Chief a Full-time position*
- *Personnel salaries up 3%, with employer benefit contribution seeing 0% increase in 2022.*
- *Assume continuation of our Street Reconstruction Program, with the 2021 project targeted to be the areas of 6th Street and Beech Street just to the north and west of the Carver County Courthouse*
- *Continue contract with City of Carver for shared recreational services, bringing in approximately $67,000 to support our recreational services*
- *Continue with $12,000 expense in 2020 for "Scholarships" to support large community activities utilizing our new banquet facility ($1,000 per month)*
- *Fully fund the Equipment Replacement Schedule for 2022*
- *Assume we are building up our General Fund reserves*
- *All other items in budget to remain unchanged*

**Comparison to Other Communities**

If the tax levy were to increase based on the assumptions above it is important to point out that Chaska will remain very competitive as it relates to our City taxes compared to the other municipalities in the Twin Cities. The Chart below shows that if we assume the proposed increase in our General Fund, and at the same time assumed that each of the other cities see no increase in taxes, we will be the 72nd lowest out of 84 Metro Area Cities. We have been very low within this comparison list for several years, with this illustrating the type of value Chaska residents have received for the taxes they pay.

| Ranking | City | Taxes | Population | Tax Levy Per Capita |
|---|---|---|---|---|
| 1 | Oak Park Heights | $5,691,012.00 | 4,897 | $1,162.14 |
| 2 | Golden Valley | $26,106,046.00 | 22,715 | $1,149.29 |
| 3 | Wayzata | $5,145,201.00 | 4,672 | $1,101.28 |
| 4 | Dayton | $5,795,835.00 | 6,320 | $917.06 |
| 5 | Hopkins | $17,788,384.00 | 19,555 | $909.66 |
| 6 | Minneapolis | $393,527,000.00 | 435,885 | $902.82 |
| 7 | Mendota Heights | $10,482,617.00 | 11,747 | $892.37 |
| 8 | Columbus | $3,491,304.00 | 4,067 | $858.45 |
| 9 | St. Anthony Village | $7,668,031.00 | 9,020 | $850.11 |
| 10 | West St. Paul | $17,744,425.00 | 21,205 | $836.80 |
| 11 | Afton | $2,455,912.00 | 3,009 | $816.19 |
| 12 | Orono | $6,610,620.00 | 8,284 | $798.00 |

| | | | | |
|---|---|---|---|---|
| 71 | Chanhassen | $12,066,700.00 | 26,278 | $459.19 |
| 72 | Chaska | $12,672,429.00 | 27,800 | $455.84 |
| 73 | Andover | $14,913,945.00 | 32,882 | $453.56 |
| 74 | New Brighton | $10,608,250.00 | 23,427 | $452.82 |
| 75 | North St. Paul | $5,491,446.00 | 12,161 | $451.56 |
| 76 | Mounds View | $5,866,279.00 | 13,513 | $434.12 |
| 77 | Arden Hills | $4,280,080.00 | 10,008 | $427.67 |
| 78 | St. Paul Park | $2,332,997.00 | 5,611 | $415.79 |
| 79 | Falcon Heights | $2,249,275.00 | 5,446 | $413.01 |
| 80 | Anoka | $7,446,100.00 | 18,728 | $397.59 |
| 81 | Vadnais Heights | $5,060,231.00 | 13,338 | $379.38 |
| 82 | North Oaks | $1,974,877.00 | 5,320 | $371.22 |
| 83 | Lauderdale | $889,710.00 | 2,442 | $364.34 |
| 84 | White Bear Lake | $7,370,000.00 | 25,752 | $286.19 |

Chaska would also remain the lowest tax levy per capita in Carver County.

Staff is recommending that we adopt the tax levy described above along with the General Fund Budget for 2022.

# Enterprise Fund Budgets

As Council is aware, over the past two months, we have been reviewing recommendations for our budgets in the Enterprise through reviewing our 5-year financial analyses, including:

- Community Center
- Chaska Town Course
- Chaska Electric
- Chaska Water and Sewer
- Chaska Storm Sewer
- Chaska Curling and Event Center

Included in the attached Annual Budget Message are all the 2021 proposed Enterprise Fund Budgets, which goes through a summary for each of our Enterprise Funds, and recommendations on any changes that are being recommended for fees/rates within each of these enterprise funds. It should be noted that there will be no operational budget set for the Par 30/The Loop for 2021 as it is being reconstructed and will not be open for operation until the summer of 2022.

## CCC

As it relates to the Chaska Community Center, the major issues that were discussed for 2022 are the continued impacts of the COVID 19 pandemic, the impacts of an aging facility on capital reinvestment, and the impact each will have on our budget as we move into this next year.

Over the past 18 month, the Chaska Community Center has been required to be closed for 4.5 months of that entire time, with us needing to suspend collecting revenue on our existing

memberships during this time period that we were closed to not charge our members for a time period they saw no benefit. We are accomplishing that by extending our CCC memberships by an additional 4.5 months at no cost to make up for the time we were closed. At the same time, we lost over 40% of our memberships during this time period due to patrons not feeling comfortable coming to a work out facility during the pandemic, and also because we have not been able to provide groups programs or fitness activities. While we have seen an increase in the number of memberships over the past year (actually getting to 2,900 which surpasses the 2,610 memberships we had prior to the pandemic starting), we have not been able to get as many actual members reintroduced to the CCC, as family memberships are still down bring the total number of members currently about 2,000 less than what we had prior to the pandemic. This has resulted in losses of approximately $2.3 million over the course of 2020 and 2021. While we have been able to address this through COVID Relief Aid we received from the Federal Government (approximately $3 million), we are still expecting that 2022 is going to be impacted by COVID as we continue to move back to normal operations.

In addition to the impacts of COVID, the impacts of an aging facility are also having a financial impact on the facility as we are now 31 years old and have never been able to properly fund the $750,000 of depreciation we see on an annual basis. With increasing frequency of having to replace failing systems, this has had an impact on affecting our ability to balance our budget on an annual basis.

With the facility now over 30-years old, we will be proceeding forward with a Master Planning process to not only plan for the proper reinvestment back into this facility, but also looking at the viable options for making sure we properly fund this facility to be sustainable into the future.

One are that has stood out as an issue to address is our membership fees compared to other City recreational facilities. We are currently almost 30% below the average of Annual Family Memberships for residents and 20% below for the average of Annual Family memberships for non-residents. We developed a multi-year plan to address this discrepancy two years ago, and will be looking to continue forward with this during the 2022 budget year, with a proposed increase of 6% in our rates for 2022.

For budgeting perspectives we are looking at the 2019 budget to base our 2022 numbers, as that was the last normal year we experienced prior to COVID. Based on this, the following are the proposed Revenue and Expenditure Budgets for 2022:

| | Actual | Actual | Budget | Budget | | % |
|---|---|---|---|---|---|---|
| REVENUES | 2019 | 2020 | 2021 | 2022 | Change | Change |
| Member and Admis | $1,569,760 | $837,117 | $1,126,539 | $1,582,631 | $456,092 | 29% |
| Community Events | $2,370 | $2,528 | $1,500 | $3,060 | $1,560 | 51% |
| Community Room | $62,452 | $22,337 | $25,000 | $50,854 | $25,854 | 51% |
| Craft Rooms | $32,944 | $17,000 | $40,300 | $43,544 | $3,244 | 7% |
| Fitness Programs | $44,674 | $15,275 | $26,000 | $46,250 | $20,250 | 44% |
| Gym | $37,588 | $25,063 | $26,476 | $22,000 | ($4,476) | -20% |
| Ice Arena | $731,717 | $610,794 | $660,198 | $793,551 | $133,353 | 17% |
| Maintenance | $39,586 | $14,576 | $10,000 | $25,500 | $15,500 | 61% |
| Wellness-PT | $27,134 | $8,756 | $15,000 | $30,000 | $15,000 | 50% |
| Senior Programs | $0 | $0 | $0 | $33,000 | $33,000 | 100% |
| Adult Programs | $0 | $0 | $0 | $13,500 | $13,500 | 100% |
| Teen Programs | $3,047 | $2,675 | $3,124 | $5,500 | $2,376 | 43% |
| Pre/Youth Programs | $8,795 | $1,585 | $146,314 | $250,000 | $103,686 | 41% |
| Swimming Pool | $10,078 | $16,525 | $10,876 | $17,214 | $6,338 | 37% |
| Swim Lessons | $100,162 | $24,815 | $75,000 | $130,000 | $55,000 | 42% |
| Theater | $103,556 | $80,567 | $96,000 | $106,743 | $10,743 | 10% |
| The Lodge | $62,384 | $10,265 | $31,494 | $13,000 | ($18,494) | -142% |
| Birthday Parties | $37,455 | $5,005 | $17,700 | $37,740 | $20,040 | 53% |
| Tot Time Preschool | $5,921 | $2,708 | $0 | $2,000 | $2,000 | 100% |
| Vending | $39,967 | $14,573 | $0 | $10,000 | $10,000 | 100% |
| Misc. | $281,897 | $404,405 | $91,689 | $335,356 | $243,667 | 73% |
| Total Oper Rev | $3,201,487 | $2,116,569 | $2,403,210 | $3,551,443 | $1,148,233 | 32% |
| Non-operating | | | | | | |
| Self Insurance (CIP) | $0 | $0 | $0 | $350,000 | $350,000 | 100% |
| The Lodge Debt | $181,000 | $181,000 | $181,000 | $181,000 | $0 | 0% |
| Electric fund | $251,000 | $296,000 | $296,000 | $289,000 | ($7,000) | -2% |
| Total Non oper | $432,000 | $477,000 | $477,000 | $470,000 | ($7,000) | -1% |
| TOTAL REV | $3,633,487 | $2,593,569 | $2,880,210 | $4,021,443 | $1,141,233 | 28% |

| EXPENSES | Actual 2019 | Actual 2020 | Budget 2021 | Budget 2022 | Increase | % |
|---|---|---|---|---|---|---|
| Admin | $759,894 | $ 679,033 | $ 654,320 | $ 626,573 | $ (27,747) | -4.24% |
| Events | $4,938 | $ 4,095 | $ 4,396 | $ 5,000 | $ 604 | 13.74% |
| Craft Rms | $11,712 | $ 5,419 | $ 6,846 | $ - | $ (6,846) | -100.00% |
| Well-Studio | $53,652 | $ 61,408 | $ 27,851 | $ - | $ (27,851) | -100.00% |
| Front Desk | $146,669 | $ 158,504 | $ 64,585 | $ 137,433 | $ 72,848 | 112.79% |
| Well- Prog | $34,203 | $ 14,333 | $ 16,794 | $ 19,517 | $ 2,723 | 16.21% |
| Gym | $29,591 | $ 8,676 | $ 10,861 | $ - | $ (10,861) | -100.00% |
| Gymnastics | $14,882 | $ 12,725 | $ 312 | $ - | $ (312) | -100.00% |
| Ice Arena | $224,126 | $ 399,576 | $ 263,464 | $ 296,593 | $ 33,129 | 12.57% |
| Maintenance | $1,247,306 | $1,158,358 | $1,295,492 | $1,259,502 | $ (35,990) | -2.78% |
| Personal Train | $42,924 | $ 19,183 | $ 16,254 | $ 20,177 | $ 3,923 | 24.14% |
| Wellness Add | $123,601 | $ 125,218 | $ 126,933 | $ 190,926 | $ 63,993 | 50.41% |
| Play/Daycare | $106,023 | $ 94,242 | $ - | $ - | $ - | |
| Club Extreme | $86,832 | $ 39,136 | $ - | $ - | $ - | |
| Swim Pool | $408,335 | $ 537,291 | $ 452,560 | $ 491,683 | $ 39,123 | 8.64% |
| Swim Less | $34,539 | $ 15,456 | $ 19,570 | $ 24,604 | $ 5,034 | 25.72% |
| Theater | $13,519 | $ - | $ 7,527 | $ 7,565 | $ 38 | 0.50% |
| Lodge | $130,129 | $ 199,821 | $ 155,497 | $ 4,450 | $ (151,047) | |
| Birth Party | $3,368 | $ 70 | $ - | $ - | $ - | |
| Tot Time | $2,707 | $ 3,360 | $ - | $ 1,800 | $ 1,800 | |
| Gen Facility | $98,345 | $ 68,988 | $ 62,000 | $ 362,060 | $ 300,060 | 483.97% |
| Senior Programing | $0 | $ - | $ 8,501 | $ 166,582 | $ 158,081 | ####### |
| Adult Programming | $0 | $ - | $ - | $ 9,826 | $ 9,826 | |
| Teen Programming | $102,984 | $ 5,782 | $ 1,774 | $ 16,051 | $ 14,277 | 804.79% |
| Prescl/Youth Progran | $6,001 | $ 1,857 | $ 177,446 | $ 239,379 | $ 61,933 | 34.90% |
| Vending | $19,663 | $ 6,414 | $ 10,000 | $ - | $ (10,000) | -100.00% |
| Depreciation | $748,506 | $ 766,015 | $ - | $ - | $ - | |
| Debt Service | $153,605 | $ 308,521 | $ 504,070 | $ 467,750 | $ (36,320) | -7.21% |
| Other | $ 79,561 | $ 114,905 | $ (8,501) | $ 35,704 | $ 44,205 | -520.00% |
| Expenses | $4,687,615 | $4,808,386 | $3,878,552 | $4,383,175 | $ 504,623 | 13.01% |

**Town Course**

As we have discussed over the past three budget cycles, we do continue to see a shift to more residents playing, which helps us achieve the mission of being a community-gathering place, but has put pressure on revenues, as we subsidize residents' rates at the Course. We are currently seeing about 50% of play from residents and 50% from non-residents.

When we started looking at this trend three years ago the resident fees were approximately 37% lower than comparable courses in the Twin Cities. We had discussions that discounting 50% or more of our patrons at this large of a discount would not be sustainable over the years, especially as we need to reinvest back into this facility that recently turned 20 years old. Just like the Community Center, while we need to work to decrease the percentage of discount to a sustainable level, we proposed that this would be done over a 5-year planning period to help create a smoother transition for our patrons.

When we started these discussions in 2020, we were able to meet with long-term resident patrons of the course to provide them with information about where we are at in long-term financial

planning, and to get their input on how we might be able to approach this issue. The feedback we received was very good, indicating both that they understood the issue that needed to be addressed and supported addressing it, but suggested that we try to do it in a way that has less impact on the most loyal resident players at the Town Course. The result of that study got us to look at how we could structure the increases to have less impact on residents during the week days, as this is when many of our most loyal residents play with things such as Leagues occurring during the week. We proposed keeping any of the larger rate increases to the weekends when there is a high demand for play. It also tends to be the times we see more usage from people outside of the community.

Based on that, the chart below looks at the changes we would be recommending to make during this budget cycle in 2022 (the third year of this implementation), and how that has us comparing to other courses in the Twin Cities and the immediate area for rates:

**Comparisons to High End Courses**

| Top Public 18 Hole | WD 18 Hole GF | WE 18 Hole GF | 18 Hole Cart | Twilight GF | Twilight Cart |
|---|---|---|---|---|---|
| Edinburgh | $59.00 | $59.00 | $19.00 | $35.00 | $14.00 |
| Stoneridge | $74.00 | $94.00 | $15.00 | $74.00 | $15.00 |
| The Wilds | $79.00 | $79 | $18.00 | $48.00 | $18.00 |
| Meadowns at Mystic | $110.00 | $130 | included | $75.00 | included |
| Rush Creek | $119.00 | $119.00 | $20.00 | $69.00 | $20.00 |
| Troy Burne | $92.00 | $92.00 | $20.00 | $69.00 | $20.00 |
| Legends | $95.00 | $95.00 | $15.00 | $70.00 | $10.00 |
| Average | $89.71 | $95.43 | $17.83 | $62.86 | $16.17 |
| Average (less High/low) | $90.00 | $95.80 | $18.00 | $66.00 | $16.75 |
| ***CTC Non-Resident*** | ***$72.00*** | ***$78.00*** | ***$21.00*** | ***$55.00*** | ***$16.00*** |
| ***CTC Resident*** | ***$47.00*** | ***$56.00*** | ***$21.00*** | ***$42.00*** | ***$16.00*** |

**Comparison to Area Golf Courses**

| Local 18 Hole | WD 18 Hole GF | WE 18 Hole GF | 18 Hole Cart | Twilight GF | Twilight Cart |
|---|---|---|---|---|---|
| Ridges Sand Creek | $40.00 | $45.00 | $16.00 | $30.00 | $9.00 |
| Stonebrooke | $74.50 | $82.50 | included | $64.00 | included |
| Deer Run | $59.00 | $59.00 | $17.00 | $40.00 | $10.00 |
| Dahlgreen | $43.00 | $46.00 | $19.00 | N/A | N/A |
| Bluff Creek | $45.00 | $51.00 | $17.00 | $38.00 | $11.00 |
| Average | $52.30 | $56.70 | $17.25 | $43.00 | $10.00 |
| Average (less High/low) | $49.00 | $52.00 | $17.00 | $39.00 | $10.00 |
| ***CTC Resident*** | ***$47.00*** | ***$56.00*** | ***$21.00*** | ***$42.00*** | ***$16.00*** |

For 2022, there are no staffing changes recommended, and the equipment replaced will include the following:

- Fairway Mower-$53,000
- Club Car-$32,000
- Topdresser-$15,000
- Green Triplex-$88,000
- Workman-$29,000

- Sprayer-$48,000
- Reel Grinder-$45,000
- Replacement of 25 batteries for carts that are out of Warranty-$50,000

Besides these equipment purchases, we do have resurfacing of the Cart Paths on Holes 11 and 13 for $75,000 and patching to occur on Hole #9. We will also be making improvements to the Driving range to make it more durable throughout the season, adding a cement strip and pads to drive from in wet times/large events to keep damage on the tee box to a minimum. The cost of this improvement is $40,000.

Based on our assumptions, the following charts would represent the revenue and expenditure budgets for the Town Course for 2022:

| | Actual | Budget | Expected | Budget | Change | % change |
|---|---|---|---|---|---|---|
| *Revenues* | 2020 | 2021 | 2021 | 2022 | w/expect | w/expect |
| Green fees | $ 1,690,448 | $ 1,464,000 | $ 1,877,049 | $ 1,664,000 | $ (213,049) | -11.35% |
| Driving range | $ 138,449 | $ 125,000 | $ 165,045 | $ 155,000 | $ (10,045) | -6.09% |
| Member fees | $ 54,021 | $ 75,000 | $ 78,134 | $ 75,000 | $ (3,134) | -4.01% |
| Sale of supplies | $ 252,219 | $ 250,000 | $ 310,842 | $ 258,000 | $ (52,842) | -17.00% |
| Concessions | $ 41,873 | $ 40,000 | $ 78,134 | $ 80,000 | $ 1,866 | 2.39% |
| Cart rental | $ 339,833 | $ 356,000 | $ 440,124 | $ 437,000 | $ (3,124) | -0.71% |
| Misc | $ 52,179 | $ 20,700 | $ 18,316 | $ 361,400 | $ 343,084 | 1873.14% |
| Total revenues | $ 2,569,022 | $ 2,330,700 | $ 2,967,644 | $ 3,030,400 | $ 62,756 | 2.11% |

| | Actual | Budget | Expected | Bugdet | Chanage | % change |
|---|---|---|---|---|---|---|
| Expenses | 2020 | 2021 | 2021 | 2022 | w/expect | w/expect |
| Course Maintenance | $809,049 | $1,117,301 | $1,007,282 | $1,507,354 | $500,072 | 49.65% |
| Course Admin/Clubhouse | $949,566 | $868,548 | $904,245 | $973,443 | $69,198 | 7.65% |
| Merchandise | $183,295 | $174,284 | $209,546 | $175,155 | -$34,391 | -16.41% |
| Debt Service (Equip) | $30,009 | $152,000 | $152,000 | $204,200 | $52,200 | 34.34% |
| Transfers Out/Debt Service | $0 | $0 | $0 | $0 | $0 | |
| Depreciation | $469,035 | $0 | $0 | $0 | $0 | |
| Total Expenses | $2,461,971 | $2,312,133 | $2,273,073 | $2,860,152 | $587,079 | 25.83% |

Based on this budget, we would expect to see the Fund Balance increase in 2022 of $170,248.

**Utility Funds**

In our Utility Funds (Water, Sewer, Electric and Storm Water) our primary objective of these funds has been to provide reliable and affordable service to our customers, while at the same time making sure that we maintain adequate reserves to fund any capital improvements that are necessary to our system.

In our Water, Sewer and Electric Fund we completed a Cost-of-Service Study in 2019 and 2020 to provide us with data both to make sure that we are structuring our rates correctly to accomplish what we want to in each fund, as well as being equitable with the structure of our rates based on usage, and to make sure that we are developing a plan that helps us at least meet our minimum cash balances in each fund to have enough saved to properly take care of our future needs and allow us to be sustainable in our utilities into the future.

Some of the main findings of this Cost-of-Service Study included:

- Adjusting the tiers of our Water Rate categories to recognize that the average residential users are now using 4,000 gallons per month compared to 7,000 gallons when we first set our tiered structure. Our tiered structure should be set up to provide benefit/no economic disincentive to utilize the water they are using, and that those using more than average are not being subsidized by average users.
- Making sure that our Fixed Service Fees in each of our funds are set to capture the actual fixed costs in our utilities, and the rates (which are variable costs based on use) should not be utilized to subsidize our fixed costs
- Make sure that we set our Senior discount in electric to impact only those needing financial assistance based on income instead of providing incentive to those that our discount may not be intending to assist
- Set our rates to encourage desired consumer behaviors to help conserve our finite resources
- Set our rates to be able to accommodate all necessary maintenance and improvement activities in the future, ensuring that we have a proper level of reserves available in each fund to make our system sustainable

It should be noted that the results of this study and any changes we need to see in rate structures would come over a multiple-year period to not have too much impact in any one give year to our rate payers. In 2022, we would already be a couple years into implementing the recommendations, with what we are proposing following the path we started a couple of years ago.

Below is a chart showing the individual utilities and what we recommend changing in 2022 to stay consistent with our Cost of Service Study plan, and what the overall impact of these changes would have on the average user both from a dollar and percentage standpoint:

| Utility Fund | Units/Month | 2021 Bill | 2022 Bill | Increase | % Increase | | COS Revenue Target |
|---|---|---|---|---|---|---|---|
| Electric (kWh) | 750 | $105.11 | $107.48 | $2.37 | 2.25% | | 2.50% |
| Water (Gal X 1,000) | 4 | $15.20 | $16.64 | $1.44 | 9.47% | | 8.00% |
| Sewer (Gal x 1,000) | 4 | $24.22 | $26.31 | $2.09 | 8.63% | | 7.35% |
| Storm Water | 1 | $10.55 | $10.97 | $0.42 | 3.98% | | 4.00% |
| | | | | | | | |
| Total | | $155.08 | $161.40 | $6.32 | 4.08% | | |

Although there are different levels of impact in different utilities, the overall impact to the average residential user would be a 4.08% increase, or $6.32 from 2021 to 2022.

It should be noted that with all of these changes, Chaska still remains very competitive with our Utility Rates, being 7% lower than Xcel for our electric rates, average of similar types of cities for our Storm Water Fees, and right around average for our Water and Sewer Fees.

Below is the revenue and expenditure budgets for each of our Utility Funds:

**Water**

| Water | Actual | Budget | Budget | |
|---|---|---|---|---|
| | 2020 | 2021 | 2022 | % Change |
| **Revenues** | | | | |
| Metered | $4,850,308 | $3,378,040 | $3,871,040 | 14.59% |
| Other | $74,617 | $46,800 | $44,500 | -4.91% |
| Transfers In | $485,000 | $506,000 | $465,000 | -8.10% |
| Total | $5,409,925 | $3,930,840 | $4,380,540 | 11.44% |
| | | | | |
| **Expenses** | | | | |
| Pumping | $233,074 | $511,970 | $388,282 | -24.16% |
| Treatment | $343,115 | $322,742 | $324,341 | 0.50% |
| Distribution | $825,573 | $901,097 | $1,455,621 | 61.54% |
| Administration | $944,431 | $968,276 | $936,256 | -3.31% |
| Depreciation | $834,491 | $0 | $0 | 0.00% |
| Debt Service | $487,423 | $1,030,472 | $1,088,055 | 5.59% |
| Tranfers Out | $702,737 | $117,000 | $117,000 | 0.00% |
| Other | $3,645 | $1,900 | $1,911 | |
| Total | $4,374,489 | $3,853,457 | $4,311,466 | 11.89% |
| | | | | |

**Sewer**

| Sewer | Actual | Budget | Budget | |
|---|---|---|---|---|
| | 2020 | 2021 | 2022 | % Change |
| **Revenues** | | | | |
| Metered Sales | $5,485,618 | $4,694,750 | $5,172,450 | 10% |
| Other Revenues | $13,604 | $6,700 | $6,700 | 0% |
| Total | $5,499,222 | $4,701,450 | $5,179,150 | 10% |
| | | | | |
| **Expenses** | | | | |
| Pumping | $56,841 | $25,829 | $25,960 | 1% |
| Treatment | $2,675,539 | $2,713,317 | $3,072,288 | 13% |
| Collection | $644,237 | $715,047 | $898,653 | 26% |
| Admnistration | $923,287 | $949,500 | $924,388 | -3% |
| Transfers Out | $675,908 | $177,000 | $177,000 | 0% |
| Depreciation | $134,977 | $0 | $0 | 0% |
| Debt Service | $123,746 | $216,113 | $387,461 | 0% |
| Other | $0 | $0 | $0 | |
| Total | $5,234,535 | $4,796,806 | $5,485,750 | 14% |
| | | | | |

**Electric**
**Revenues:**

| | Actual | Budget | Budget | | |
|---|---|---|---|---|---|
| | 2020 | 2021 | 2022 | Change | % Change |
| Electric Sales | $43,530,387 | $40,700,000 | $43,292,000 | $2,592,000 | 6.37% |
| Other Revenue | $176,842 | $16,500 | $16,700 | $200 | 1.21% |
| Total Revenue | $43,707,229 | $40,716,500 | $43,308,700 | $2,592,200 | 6.37% |

**Expenditures:**

| | Actual | Budget | Budget | | |
|---|---|---|---|---|---|
| | 2020 | 2021 | 2022 | Change | % Change |
| Purchased Power | $28,434,599 | $25,901,000 | $26,859,000 | $958,000 | 3.70% |
| Trans/Distribution | $2,222,336 | $3,073,063 | $3,117,170 | $44,107 | 1.44% |
| Load Conservation | $598,138 | $669,919 | $675,973 | $6,054 | 0.90% |
| Admin System | $3,056,005 | $3,350,308 | $3,496,184 | $145,876 | 4.35% |
| Admin Billing | $660,442 | $598,821 | $685,446 | $86,625 | 14.47% |
| Franchise Fee | $3,934,820 | $4,400,000 | $4,672,000 | $272,000 | 6.18% |
| Depreciation | $1,217,143 | $0 | $0 | $0 | 0.00% |
| Debt Service | $389,018 | $830,814 | $835,654 | $4,840 | 0.58% |
| Transfer | $1,786,000 | $1,892,000 | $2,234,000 | $342,000 | 18.08% |
| Other | $319 | $0 | $0 | $0 | 0.00% |
| Total | $42,298,820 | $40,715,925 | $42,575,427 | $1,859,502 | 4.57% |

**Storm Water**

| | 2020 | 2021 | 2022 | | |
|---|---|---|---|---|---|
| ***Revenues*** | ***Actual*** | ***Budget*** | ***Budget*** | ***Change*** | ***% Change*** |
| Storm Water Fees | $1,743,505 | $1,834,000 | $1,920,000 | $86,000 | 4.48% |
| Other | $2,064,673 | $222,488 | $221,502 | -$986 | -0.45% |
| ***Total*** | $3,808,178 | $2,056,488 | $2,141,502 | $85,014 | 3.97% |
| | | | | | |
| ***Expenditures*** | | | | | |
| Transfer Out | $668,586 | $246,000 | $246,000 | $0 | 0.00% |
| Transmission/Distibution | $394,218 | $832,882 | $926,377 | $93,495 | 10.09% |
| Administration | $489,413 | $521,207 | $589,523 | $68,316 | 11.59% |
| Utility Billing | $60,659 | $63,500 | $63,820 | $320 | 0.50% |
| Capital Outlay | $0 | $0 | $0 | $0 | 0.00% |
| Depreciation | $181,081 | $30,000 | $30,000 | $0 | 0.00% |
| Debt Service Support | $84,496 | $192,789 | $283,920 | $91,131 | 32.10% |
| Other | $144,540 | $292,789 | $100,500 | -$192,289 | |
| ***Total*** | $1,938,497 | $1,986,378 | $2,240,140 | $253,762 | 11.33% |
| | | | | | |

**Curing and Event Center**

Very similar to the Chaska Community Center, the major issue that was discussed for 2022 was the continued impact of the COVID 19 pandemic, but also the recovery that we have seen in this fund over the past few months. We are starting to see activities recover to pre-pandemic levels, which was in 2019, and used that year as a basis for how to establish the budget for 2022.

During the course of the past year and a half, the Curling and Event Center has been required to be closed for 4.5 months of that entire time. The timing for the Curling operations have somewhat worked out during this time, as we only needed to miss one of our Summer Sessions, and we were able to get all but 4 weeks of the Winter 1 season in 2020. We have been able to get in all league seasons since that Winter 2020 season. The biggest loss we have seen during the entire pandemic is in not having as many Corporate Curling Events as businesses have not wanted to get their employees together. Over the past two months, we have started to see this activity return at a higher level.

With the restaurant and Event Center, the impacts have been more significant as the Event Center, when it has not been closed, has been limited in its capacity. We were only able to have events that incorporate 80 of a possible 300 people during most of the pandemic, with these restrictions coming off in the early summer of 2021. For this reason, many parties chose to postpone their events. We are seeing these events come back strong as many are now moving forward with the event they postponed over the last 18 months, such as weddings.

As for the restaurant, when the State required closing, they have been completely closed, meaning that we lost any rent revenue during these months as our lease is based on a percentage of sales. The restaurant has also seen sales increase steadily over the past several months since the State mandates were removed.

As with the Community Center, we were fortunate that we were able to recoup much of our economic losses in this fund through Federal COVID assistance. While this hasn't been direct assistance to the Curling Center, we have been able to use it for activities in other funds, such as our Water Fund, which has freed up dollars in these funds to help support the losses we saw in this Enterprise.

Below is the budgeted Revenues and Expenditures we expect to see in 2022:

| Revenues | Actual 2019 | Actual 2020 | Budget 2021 | Budget 2022 | Change | %Change |
|---|---|---|---|---|---|---|
| Event Center Rental | $121,975 | $31,945 | $69,880 | $122,300 | $52,420 | 75.01% |
| Curling Center Leagues/Memberships | $491,633 | $343,991 | $388,971 | $498,378 | $109,407 | 28.13% |
| Corporate Curling Events | $245,947 | $89,090 | $123,000 | $200,000 | $77,000 | 62.60% |
| Restaurant Lease | $379,420 | $176,124 | $300,000 | $380,122 | $80,122 | 26.71% |
| Community Fund Transfer (Debt) | $1,484,099 | $1,573,692 | $1,573,947 | $1,581,692 | $7,745 | 0.49% |
| Other Revenue | $1,316 | $507 | $1,157 | -$12,154 | -$13,311 | -1150.48% |
| Total Operating Revenues | $2,724,390 | $2,215,349 | $2,456,955 | $2,770,338 | $313,383 | 12.75% |

| Expenditures | Actual 2019 | Budget 2020 | Normal Budget 2021 | Planned Budeget 2021 | Change | % Change |
|---|---|---|---|---|---|---|
| Administration/General Fa | $610,345 | $691,768 | $725,250 | $725,250 | $0 | 0.00% |
| Event Center | $110,646 | $129,751 | $117,343 | $116,343 | -$1,000 | -0.85% |
| Curling Center | $443,385 | $298,254 | $335,607 | $293,257 | -$42,350 | -12.62% |
| Crooked Pint | $131,147 | $74,963 | $58,525 | $58,525 | $0 | 0.00% |
| Other | $85 | $0 | $21,020 | $1,255 | -$19,765 | -94.03% |
| Depreciation | $628,588 | $5,000 | $5,000 | $5,000 | $0 | 0.00% |
| Debt Service | $489,965 | $1,589,077 | $1,586,101 | $1,586,846 | $745 | 0.05% |
| Total Operating Expenses | $2,414,161 | $2,788,814 | $2,848,846 | $2,786,476 | -$62,370 | -2.19% |

As we are still recovering from impacts of COVID, we do expect that we will see some losses in this fund for 2022, but that this will go down to just over $102,000 for 2022. We would plan to recoup these funds, if necessary, from the Self Insurance Fund. To this point, we have had that option throughout the entire pandemic, but have not had to use this Fund to recoup any losses.

**Final Recommendations**

Based on the above report, Staff is recommending the approval of the proposed 2022 General Fund and Enterprise Fund Budgets, as well as approving the final operational tax levy for 2022 at $12,672,429 for the General Fund, Mt. Pleasant Cemetery, EDA, Tax Abatement and the Equipment Acquisition Fund.

**CITY COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2021-92 setting the 2022 property tax levy and establishing the 2022 budget for the General and Enterprise Fund Budgets.

# City of Chaska
# 2022 Budget



## 2022 Annual Budget

### To the Citizens of Chaska, Honorable Mayor, and Chaska City Council:

Submitted for your review is the proposed 2022 Annual Budget for the City of Chaska, along with a review of major issues and opportunities relating to the City's general operations. The budget, as proposed, I believe meets the needs for continuing to provide excellent municipal services, while at the same time meeting the City's objectives that we have established during the budgeting process. Coming out of the initial challenges of the COVID 19 pandemic on our General Fund operations, this budget begins to move us forward on re-establishing the initiatives we were working on prior to the pandemic, and to get us back on track to meet the long-term objectives we have set in the budgeting process. Specifically, this budget helps us get back on track to address the Staffing shortages that were identified in our 2019 Staffing Study, and to get us back on track to fill these gaps like we started to do in 2020 before having to take a break in 2021 to address the challenges of COVID.

As you read this budget, you will find that beyond trying to maintain our current service levels as constant as possible, this budget seeks to continue with our efforts to keep our Capital Asset Maintenance Program (CAMP fka CIP) fully funded as we move into the future so that we continue to reinvest back into the assets that are aging in our community. A high priority was also put towards making sure we are working towards keeping our General Fund Reserve balances at a sufficient level to be able to address requirements of our Bond Rating Agency to maintain our already high rating, and that special attention was put towards staffing of our public safety agencies to make sure that we are staffing at sufficient levels both to keep our Police Officers safe, and to address the logistical challenges of a paid-on-call Fire Department.

Finally, as mentioned previously, an emphasis was placed in this budget on fully funding the second year of implementation of our Staffing Study Gap analysis. While we were able to move forward with the first of 4-years of implementation in 2020, we did delay the implementation of the second year of our program in 2021 because of the uncertainties of COVID. With us now having a much better understanding of the economic impacts of COVID, we feel that it is important to get back on track with completing the final three years of this plan by implementing year 2 of the plan in 2022.

The following document will go through in detail these discussions, as well as lay out the data to show what we expect to see over the course of 2022 to help our residents understand the decisions that were made for the 2022 budget year.

### 2021 Revenue Discussion

While we have seen increases in market values since 2014, 2016 was the first year we saw all the valuation lost during the "Great Recession" recovered in the community. As we go into 2022, we will once again see our valuations in the community continue to rise at a slightly higher level than what we saw in 2021, but a modest rate to what we saw over many of the years since 2014. From 2008-2013, Chaska saw an average

annual decrease in property values of over 6%, before seeing a 5.24% increase in 2014, a 12.24% increase of property values in 2015, an 8.21% increase in 2016, a 3.18% increase in 2017, a 7.85% increase in 2018, and a 5.72% increase in 2019, a 9.14% increase in 2020, and a 2.80% increase in 2021.

For taxes payable 2022, we are seeing a 4.90% increase in our community's taxable market value, which is nearly double what we saw in 2021, but average compared to the past eight years. Our tax capacity for 2022 is slated to grow 5.21% in 2022, compared to 3.01% in 2021. The tax capacity measures the amount of value that is taxable within a community.

As we look back at 2021, while there was uncertainty about what we would see for building in our community due to the continued COVID 19 pandemic, we ended up having our busiest construction season ever, as measured by the permit revenue that was generated over the course of the year. As we move into 2022, we actually expect this building level to increase, as we not only have continued and robust growth with residential construction occurring, but we also expect there to be significantly more Commercial and Industrial development occurring in the community than we have seen for several years. This would include developments such as Costco, Industrial buildings in West Creek Industrial Park, and an addition onto the 212 Medical Center. While we expect that 2022 permits could exceed those of 2021, which we anticipate bringing in between $1.4 million and $1.5 million, we are budgeting using a much more conservative number of $1.1 million in case we see any drastic changes in the market.

As the 2022 budget was put together, there were several major budget environmental factors we needed to consider as it related to revenues, including:

- Market Values across the community increased by 4.90% compared to the 2.80% increase we saw last year. This will bring our overall property values in the community to $3.51 billion, a little over $111 million higher than last year. 1.56% of this change came from new construction, with the rest being increased values on existing properties. This 1.56% increase is slightly lower than the 1.80% increase from new construction we saw last year.
- Based on the State formula, the City will no longer receive Local Government Aid to help reduce our tax levy needed. As we saw for the first time in 2021, the amount we are projected to receive in 2022 will be $0. This number was over $550,000 in 2015 and has gone down ever since
- Residential and Commercial building permits in 2021 increased significantly, with the City expecting to be approximately $500,000 over budget. In 2021, we budgeted conservatively, setting the permit revenue at just under $900,000. For 2022, we expect that building activity is going to continue to be strong, with new Commercial, Industrial and Institutional buildings planned to break ground, and no expected decrease in residential building permit activity. While we do not want to overestimate this amount, we do think it is safe to bring this number closer to $1.1 million for the 2022 budget
- We are continuing to see an increase in population, with a steady increase in the number of residential units being built in the community. We expect the population in Chaska to be just over 27,500 in 2022.

- Our Electric Revenue has continued to increase, as we have seen a significant amount of Economic Development activity occur in the last five years, including Data Center development and additions to existing industrial businesses, driving up this usage. This has had a positive impact on the Electric Right of Way Usage Fee coming back to our General Fund
- With industrial development well underway at the Chaska Creek Industrial Center (SW Corner of Engler and Highway 212) and three buildings planned for construction within the next 18 months, and with the construction of our Sewer Interceptor line serving the planned industrial area at the County Road 44/Highway 212 interchange, we continue to expect to see Industrial development continue to be robust over the next several years

During the recession period from 2008-2013, to navigate the financial impacts to our revenue collection to support our budgeted activities, the City needed to defer many planned expenditures as a strategy to balance the budget. When the economy improved after 2013, the City was able to put more emphasis into the projects that we had to defer, which many times were the reinvestment projects into our existing infrastructure and assets.

This renewed emphasis on reinvestment back into our existing infrastructure was demonstrated through the establishment of our Capital Asset Maintenance Program (CAMP fka CIP). The CAMP focused on how to properly maintain the assets in which we have already invested and have a responsibility to keep in good condition moving into the future. In 2014 we started investment into this program, with a 4-year plan for how to fully fund these needs. This 4-year plan increased revenue in the General Fund to support a $1 million gap, with the final $250,000 of this being incorporated into the 2017 budget. With this program now fully funded, we have been able to move forward in making the proper reinvestment back into our existing General Fund Assets, such as roads, trails, and parks.

In 2021, facing decreased revenue due to COVID-related issues, we did identify that we would not be able to fully fund the CAMP at $1,000,000 unless we increased our levy by an additional $300,000 to offset losses we had seen in revenues. Feeling that it was important to not fall behind in this program, the Council did raise the levy and additional $300,000 to fully fund this program. As Council has discussed during the 2022 budget process, this full funding is now built into our budget for the CAMP program and does not require us to raise any additional dollars to fully fund. The 2022 budget reflects the full $1,000,000 in CAMP funds planned to allow us to complete all our planned Capital Asset Maintenance activity in 2022.

During the 2020 budget, we did turn our attention to addressing the gaps we have had in our staffing levels across the City in past years needed to sustainably meet our service level expectations. Following direction from the City Council in the 2017 Council/Department Head Retreat, focus was put on having our Financial Advisors at Baker Tilly complete a Staffing Study looking not only at what staff we need to plan on going into the future to keep up with our service level demands in a growing community, but also on any gaps we currently have in being able to sustainably meet

our service level expectations in the current environment. Based on this study, we were able to determine that we are were 16 employees short in being able to meet our current service needs, but that once we fill this gap, we could expect that we will need an additional 57 employees City-wide to meet our staffing needs when our community is fully developed in the next 20 years. While we were able to start this program implementation in 2020 with the addition of 3 Building Maintenance Staff and $125,000 dedicated toward our building maintenance activities, we did suspend the implementation of the remainder of the 2020 portion of the program because of the COVID 19 issues. Once again in 2021 because of COVID-related revenue issues, the Council did decide to take a one-year hiatus in implementation of the second year of our Staffing Gap implementation. With our revenues stabilizing in 2022, the discussion during our budgeting process revolved around re-establishing this Staffing Gap implementation by using 2022 to complete the second year of the plan. With that, this budget does build in the second year of the Staffing Gap implementation, with the program supported by $375,000 in additional tax levy, with $125,000 coming from the Enterprise Funds to support not only the new staff but additional dollars that were included in the program to help support on-going maintenance of our City facilities by our new Building Maintenance Staff.

In addition to our CAMP and our Staffing Analysis Implementation, during the 2022 budget process, the Council did continue the discussion on continuing to build our General Fund reserves to healthy levels, a discussion that was first started during the 2021 budget process. During the 2021 Budget process, the Council felt that it was important to take the feedback from our Bond Rating Agencies who felt that our General Fund Reserve Balances need to be increased to keep up our current high bond rating. Seeing a downgrade in ratings would have a long-term financial impact on the City, so the Council felt it was important that we show that we are acting on this by deliberately raising additional revenue and setting it aside specifically for our General Fund Reserve. For the 2021 budget, the final decision was made to move forward with levying an additional $100,000 for this program, along with moving an additional $200,000 from our Enterprise Funds into the General Fund to support this program, as all our funds benefit from keeping a higher bond rating. For the 2022 budget process, this continues to be an emphasis, with these dollars continuing to be budgeted. However, because the $100,000 from tax levy was already established in 2021, it has no additional impact on taxpayers to continue this program going into the future.

Finally, the discussion during the 2022 budget was in addressing gaps that we currently see in our public safety services in meeting the needs of our growing population and addressing challenges that we see specifically in our Paid-on-Call Fire model to be able to meet our call demand with a base-line volunteer Fire Department. From the Police perspective, while our Staffing Analysis did a good job of identifying the total number of Police Officers, we feel we will need when we are fully developed, it did not do as good of a job of identifying the pace of additions to the department and current gaps in service we have. Specifically, as we look at our current Staffing, one major concern is in the Safety of our officers with the current minimum staffing levels we have in our model. At our lowest Staffing levels, we only have two Police Officers on at our shift minimum times, giving the Officers little back-up if a problem or multiple calls occur. This minimum staffing level has been in place since 2001, with our City increasing in

population by more than 10,000 since this time. This has also decreased our Police Officer's ability to be more proactive in their work and spend more time in Community-Based policing-something that our residents clearly identified was a priority to them during our Community Conversations during the Summer of 2000. Over the next three years, we feel that we must increase our Officers by three total, one coming in each of the next three years. This would have an impact of adding $112,000 to our tax levy in 2022 to be able to accomplish this.

From the Fire Department side, one of our biggest challenges in being able to keep a Paid-on-Call department is to be able to both address day-time response, when most of our Paid-on-Call staff are working at other jobs and addressing the Administrative work which is very difficult for a volunteer to be able to take on given other life and job responsibilities. To address this, we have been moving to a model of having our Administrative level positions become full-time Fire Fighters to both be around during the day to respond to a day-time call, but to also deal with the Administrative Work so that our Paid-on-Call Firefighters can focus on just being a Firefighter. With the Training Chief position, which was staffed by a Paid-on-Call firefighter, now being vacant, we feel that this is a good time to fill this position with a full-time firefighter to continue to move in the direction of implementing this new model. With changes made to the funding of our Fire Relief retirement benefit this past year, this does free up existing dollars for us to fund this new position without having to add additional tax levy to support this addition. In this respect, this change would not have an added impact on the taxpayers in the community, but still meet all our Fire Relief Funding needs.

This document will discuss the continued use of our tax levy establishment policy which the Council adopted during our 2014 budgeting process. Our current policy focusses on what the actual driving factors are in setting our tax levy, including actual new growth in our population and inflationary factors, instead of focusing solely on keeping a constant tax rate, which was a past policy direction the City utilized. In this respect we feel that any new increases in tax resources are directly tied to the increased costs we will have to support the level of services we currently provide in the community. This policy also allows us to capture the resources of any new development in the community to make sure all new homes are contributing their "fair share" to support our General Fund services. Capturing this new value has no impact on the taxes paid by existing residences. This tax levy establishment policy goes on to say that we would only increase our tax levy above this amount if we were addressing new items in our budget, and that the levy would increase by an amount that is needed to support the direct cost of these new initiatives.

In this 2022 budget, the items that would be above and beyond our base-level tax levy establishment policy, which the Council has decided are critical to address in 2022 include:

- Re-instituting the second year of implementation of our Staffing Gap plan, which requires an additional $375,000 in tax levy
- Commit to funding additional Police Officer in 2022, with two additional Officers being added in the 2023 and 2024 budgets. This would have an impact in 2022 of an additional $112,000 in tax levy

As we will discuss later in this budget, utilizing our base tax levy policy, and addressing these two additional items above would have an impact on the Median Value Home in the community of $7 per month, or $84 over the course of the entire year.

Staff feels that this budget document continues to move forward in taking a more comprehensive look at not just our current operations, but also the future costs of properly maintaining our assets through our CAMP Program. This document also moves us in a direction of continuing to meet our Staffing needs, both reinstituting our Staffing Gap Plan, while also addressing needs that have emerged in our Public Safety services. We also think that it creates a logical nexus between how we set our tax levy and what actual changes we see in the community that cause us to increase the resources we need to meet our primary service objectives.

**Budget Objectives**

As with all our budgeting processes, the first place that we start is by establishing the objectives we are trying to accomplish in setting our budget for the upcoming year. Below is the list of those objectives that were used in the establishing the proposed 2022 budget you see before you now:

1) *Support budgeting programs that help Chaska strengthen its mission of being "The Best Small Town in Minnesota"*
2) *Maintain existing high-quality service levels, funding new programs only after our existing, necessary programs are funded*
3) *Limit tax levy growth to capture only new growth and inflation*
4) *Fully fund scheduled maintenance and replacement of equipment/property*
5) *Increase levy additionally only if new service levels or assets are being added*
6) *Budget utilizing a plan that avoids draw-down of the City's General Fund reserve*
7) *Fully levy to support our adopted Street Reconstruction Program*
8) *Develop a budget plan that is sustainable from a resource perspective to support the service levels residents expect*

The newest objective on this list is the last one, in which we discuss the importance of resourcing our organization at a level that can sustain the service levels our residents have come to expect. Over the past three years, the City Council has discussed some of the biggest financial challenges the City will face over the next several years, with one of our biggest challenges being able to keep our service levels constant if we do not put sustainable levels of resources to support them.

In the past, the City of Chaska has been very "lean" when it has come to resources used to support the high level of services we provide in the community. As the community grows, and assets such as our facilities get older, these levels of resources will not be sustainable to keep our service levels constant. This is especially true when it comes to the Staffing levels throughout the organization, and the dollars and staffing resources allocated towards maintaining our aging facilities. Continuing to address our Staffing needs through the reestablishment of our Staffing Gap implementation and making additions to Public Safety Staffing to reflect that changes we have seen in the community will have significant impacts on being able to meet the service level

expectations of our residents. And the continued dollars we put towards maintaining our City Facilities through the addition of $125,000 annually to go towards this activity will help us establish a base to be able to keep our facilities in good condition, especially after we move to improve them over the next several years.

As mentioned previously, instituting each of the above-described initiatives in 2022 would require an additional tax levy of $487,000. On the Median-Valued Home in Chaska ($298,500) the tax impact would be $7 per month in additional costs, or $84 over the course of the entire year. This would require an 11.04% increase in our tax levy. Given that we are seeing a 5.21% increase in our tax capacity for 2022, we would see a 6.12% increase in our tax rate. With this change, we would still be in the amongst the lowest property tax levies per capita in the entire Twin Cities Metropolitan Area (72 lowest out of 84 Cities assuming other cities see no change in their tax levy), and we would be the lowest property tax levy per capita in Carver County. This analysis assumes that all other Cities do not change the taxes for 2022 with ours changing based on the levels discussed above.

**Tax Levy Establishment Policy**

For nearly 30 years, the City of Chaska had a policy of establishing our annual tax levy based on keeping a constant tax rate. Based on this policy, the tax levy would go up by the amount of increase we saw annually in our tax capacity, which is directly related to the amount of market value growth we saw in the City. For instance, if market values (and hence tax capacity) increased in the community by 5.21% (as it will in 2022), the levy could also increase by 5.21% and have no impact on the tax rate in the community. This would mean that if someone's property did not change in taxable market value from one year to the next, that their City taxes would not see any increase.

While the constant tax rate policy worked very well for several years, during our last major recession (2010-2013) we did start to experience some of the practical limitations of this policy. The first practical issue experienced is that not all market value increase is associated with the construction of new buildings. Some of the market value increase also occurs on existing properties as we experience inflationary growth from one year to the next. While the tax rate would not change, a resident's taxes would change unless their market value stayed the same. This often was not the practical reality, as we saw a significant amount of property value growth in existing properties from 2000-2008.

The other issue that we experienced from 2010-2013 was the impact of decreasing market values in the community. As with increasing market values, the same can be said for decreasing market values when trying to keep a constant tax rate. If the market values go down, the tax levy also needs to decrease accordingly to keep the tax rate constant. With an objective of keeping our service levels constant, this was a significant issue the City faced when market values did start to decline. This led to the City modifying its tax levy policy to state that the tax levy would be set to keep the tax rate constant, unless that forced the actual levy to decrease, in which case the tax levy would stay the same. This change was made based on the notion that while property values decreased, the cost for providing these services do not decrease unless a

community is willing to reduce the amount of services it provides. In fact, if the service levels are kept the same, the actual cost of providing the service in subsequent years increases because of inflationary factors. Based on this change, and the decrease in market values in 2010-2013, the City of Chaska's tax levy saw a 0% increase during each of those 4 years, staying at an amount of $4,880,354.

Finally, the final practical reality is that if the tax levy change is only tied to the changes in market values, and a large portion of this market value change is in existing properties, this does not really tie the tax levy increases directly to a need for additional services, and therefore levy. Theoretically, it does not cost the City more to provide services for a residence that is already existing, except for our actual inflationary increases in costs from year to year for supplies and labor. Our costs only increase by the amount of new growth that occurs in the community. By focusing only on new growth and our inflationary increase in costs, we are more truly representing the need we have for additional resources to support the services we already provide.

It was during the 2014 budgetary process that Staff recommended we make a permanent change to our tax levy establishment policy to learn from the issues we experienced during the Great Recession. The tax levy policy established in 2014 focuses specifically on looking at the two items that create pressure on our General Fund, if an objective is to keep a constant level of services in the community:

- New construction in the community (1.56% for 2022)
- Inflationary increases in the market. (5% for 2022)
    - Total Base-line tax levy increase of 6.56% to keep current service levels constant

If the City desires to keep service levels constant, it costs more money to provide the same services to new users in the community. Also, market inflationary increases impact the cost of providing our services, regardless if we make any changes in service levels or not. To make sure we take these issues into account, our new tax levy policy states that we would set our increase in operational levy based on the percentage market value attributed to new growth, in addition to whatever the inflation rate is running in any given year. In that way, we can make sure that all new users are paying their fair share of service costs in the community, and that we consider that costs go up on an annual basis because of inflation, no matter what policy decisions we make.

The new policy goes on to state that we would only increase the levy beyond this point if we were adding new services, and that the actual cost of providing those new services would determine the amount of additional increase we would need in the tax levy. In the case of the 2022 budget, the two new items that are being added is the $375,000 going towards the second year of implementation of our Staffing Gap study, and the $112,000 it would take to add an additional Police Officer in 2022. The total new tax levy amount needed in 2022 to address these added programs would be $487,000. Any other increase in the levy is due to keeping up with new growth and inflation to keep our service levels constant.

## Key Factors in Revenue Forecast

Key factors which impact both the cost of providing services and the City's revenue resources are changes in Chaska's population and households. As the number of households in the community increases, there are increased demands for street maintenance, snow plowing, park usage, recreation, police calls, utility bills, etc. Population and household levels also impact expected revenues from utilities, building permits and property tax levies.

A significant trend that occurred in the early part of the past decade was the increased rate of residential development in the City. In the 1990s, Chaska's residential development remained relatively stable, with an average of 200 new living units per year.

During the 1990s, Chaska's population increased from 11,339 to 17,450. From 2001 to 2005, more than 2400 new living units were approved within new residential subdivisions. In addition, the type of developer shifted from local developers to large national firms. As a result of both increased demand and supply of residential dwellings, a significant increase in new residential dwelling construction activity occurred in the 2003-2005 period. This large amount of growth resulted in a 35% increase in our population from 2000-2010, with our official population being 23,770. This compares to the 8% average increase in population that was experienced across the rest of the Twin Cities Metropolitan Area during the same period, making Chaska and the Southwest Metro Area one of the fastest growing areas in the entire Twin Cities. This growth resulted in an increase demand for services, and hence an increase in revenue necessary to provide the same level of services in the future to our residents.

From 2008-2013 however, residential development in the metro area decreased significantly because of both over-building and a general downturn in the economy. At the same time, the supply of new available lots within the Chaska area decreased, resulting in a significant downturn in building activity. This resulted in a period of very stagnant residential growth from 2008-early 2012.

This downward trend reversed itself in late 2012, and stabilized, with several new residential developments approved over the past 9 years. Starting in 2013, this included the approvals for several new residential subdivisions both on the north end of Chaska, and in the Southwest quadrant of the community. We also saw very robust growth in our Commercial/Industrial properties, with the addition of the 212 Medical Center, several Data Centers, commercial additions in Hazeltine Plaza, and the expansion of buildings in our existing Industrial Parks. Over this past year, we have seen a continued push in residential development, while also seeing a large increase in Commercial/Industrial activity that we continue to expect to see move right into 2022 with the addition of 3 new Industrial Buildings in the Chaska Creek Corporate Center, a planned 2-3 story addition to the 212 Medical Center, and the addition of Costco in the community. While we were uncertain in our 2021 budgeting process how COVID would potentially impact C/I development, we have been able to see over the course of this year that it is moving forward very rapidly because of a shortage of Industrial property

in the Southwest Metro and across the Twin Cities. We expect to see this demand continue into 2022 and beyond given the feedback we are currently seeing in the market.

As mentioned earlier, we had decreased our budget for building permits in 2021 to just under $900,000. The actual activity we expect to see by the end of the year is closer to $1.5 million in Building Permit activity. This high level of activity is expected to occur in all sectors of the market in 2022. While we do expect it to be just as robust in 2022, we still want to be conservative in our estimates to not create budget to actual issues at the end of the 2022 budget year. To that end, we are budgeting approximately $1.1 million in building permits for the 2022 year.

| Year | Households | New Households | Estimated Population |
|---|---|---|---|
| 2000 | 6,979 | 445 | 17,449 |
| 2001 | 7,394 | 415 | 17,746 |
| 2002 | 7,909 | 515 | 18,982 |
| 2003 | 8,378 | 469 | 20,107 |
| 2004 | 8,854 | 476 | 21,250 |
| 2005 | 9,122 | 268 | 21,893 |
| 2006 | 9,323 | 201 | 22,375 |
| 2007 | 9,553 | 230 | 22,927 |
| 2008 | 9,743 | 190 | 23,383 |
| 2009 | 9,767 | 24 | 23,441 |
| 2010 | 9,832 | 65 | 23,652 |
| 2011 | 9,907 | 75 | 23,777 |
| 2012 | 10,039 | 132 | 24,094 |
| 2013 | 10,173 | 134 | 24,415 |
| 2014 | 10,373 | 200 | 25,270 |
| 2015 | 10,523 | 150 | 25,255 |
| 2016 | 10,673 | 150 | 25,652 |
| 2017 | 10,823 | 150 | 25,975 |
| 2018 | 10,973 | 150 | 26,335 |
| 2019 | 11,123 | 150 | 26,695 |
| 2020 | 11,243 | 120 | 26,983 |
| 2021 | 11,363 | 120 | 27,271 |
| 2022 | 11,498 | 135 | 27,595 |
| 2023 | 11,633 | 135 | 27,919 |
| 2024 | 11,768 | 135 | 28,243 |
| 2025 | 11,903 | 135 | 28,567 |
| 2026 | 12,038 | 135 | 28,891 |

***An analysis of General Fund revenues by major fund source*:**

Total revenues anticipated to fund the 2022 General Fund operating budget are $21,724,729, which is an increase of 7.29% from our 2021 General Fund Revenues of $20,429,824.

As you will find on the chart below, Property taxes is the largest source of increased income going into the General Fund budget. One item on this that may not be clear is the while it shows an 9.1% increase in property taxes, that is not the actual percentage of increase of our total property taxes. The reason for this is that our property tax levy does not just fund the General Fund. It also funds the Equipment Acquisition Fund, the EDA and our Mt. Pleasant Cemetery operations. What the increase in property taxes refers to below is the increase of property taxes we have actually going into our General Fund as opposed to 2021. Our total property tax levy will be going up by 11.04%, with everything above and beyond the $8.4 million in the General Fund going to support these other three tax-levy supported funds.

One other thing to point out with our budgeted revenues is the amount that we are budgeting for our Licenses and Permits. While the amount is approximately $146,500 higher than our 2021 budget number, it is actually about $500,000 less than what we expect to see for building permits at the end of 2021 (will be approximately $1.5 million). As mentioned previously, we are trying to be conservative in the budgeting of our Building Permit revenue, as the subtraction of one large project can have a major impact on the revenues that are generated. However, we do feel that building permit activity will be at least as robust in 2022, if not greater than what we saw in 2021 because of planned building activity. We think it is conservative to build in this revenue at a level $500,000 below what we had in 2021 to make sure that we have some room to move with this line item should we see the market influence any one of the large projects we project.

Finally, the other main source of income in our General Fund is our Electric Payment for Right of Way usage, the operational transfer of an additional 5% from the Electric Fund and Gas Franchise Fees, which are budgeted to be over $4.9 million because of continued growth of electric/utility use in our community. We are also budgeting higher amount of Administrative Fees that we charge our Enterprise Funds to provide Administrative Services to other departments in the City. This also includes the $125,000 of additional funds the Enterprise Funds bring over in 2022 to support the implementation of the second year of our Staffing/Building Maintenance Program discussed previously. It should be noted that one of the budget items we did discuss as part of our Community Center Enterprise budgeting process is to relieve the Community Center of the $200,000 of Administrative Fees to the General Fund in 2022 because of the large financial impact we continue to see to that fund due to COVID. The way that we are implementing that in the General Fund for 2022 is to bring two positions that were in the Community Center Fund into the General Fund Park and Recreation budget. We think in the long term the positions we moved better fit in the General Fund Park and Recreation Fund as opposed to the Community Center because of the nature of recreation programming these positions provide. The chart below shows a summary of revenues for the 2022 budget year:

## General Fund Revenues

| | 2020 Actual | 2021 Budget | 2022 Budget | Increase | %Increase |
|---|---|---|---|---|---|
| *Property Tax* | $6,952,467 | $7,743,413 | $8,446,549 | $703,136 | 9.1% |
| *Elec/GasFranchise Fees* | 4,397,652 | 4,684,200 | 4,987,000 | $302,800 | 6.5% |
| *Other Franchise Fees* | 300,269 | 300,000 | 296,000 | ($4,000) | -1.3% |
| *License and Permits* | 710,430 | 888,598 | 1,035,098 | $146,500 | 16.5% |
| *Other Revenues* | 2,834,485 | 2,519,643 | 2,464,819 | ($54,824) | -2.2% |
| *Admin Charges to Funds* | 3,834,038 | 4,113,970 | 4,495,263 | $381,293 | 9.3% |
| Total Revenue | $19,029,341 | $20,249,824 | $21,724,729 | $1,474,905 | 7.3% |

**Capital Asset Maintenance Program (CAMP)**

As was discussed earlier in this document, one of the challenges that was faced with the 2021 budget was the ability to fully fund CAMP. With the reduction in revenues to our budget because of uncertainties in the economy and COVID, and the very small growth we saw in our market values, it was difficult for the Council to be able to fully fund the $1 million program without increasing our tax levy. This prompted the Council to increase the levy in 2021 by $300,000 to fully fund this program. Because of these changes in 2021, the Council can fully fund the CAMP program in 2022 without making any additional changes to the General Fund Tax Levy.

As we build and bring on new assets into our community, a critical function we have as a local government unit is to plan for the proper maintenance and replacement of these assets, so we always keep them in good working order. Just as we would individually with our own home, the City has the responsibility to be good stewards of our resources and make sure our assets are as good for future generations as they are for us now. If we do not do this, these costs will be passed to future generations who will have to invest more to replace the assets that are lost. This is truly an issue of equity from one generation to the next, making sure we each take on responsibility in asset maintenance.

With the CAMP fully funded, 2022 will bring several rehabilitation projects to the table, including:

- Street Overlay: $400,000
- Trail Upgrades/Overlays: $60,000
- Lion's Park Playground Rehab: $160,000
- 2nd/Pine Street Parking Lot Retaining Wall Replacement: $200,000
- MSB Annual Door/Hoist Work: $40,000
- Shadow Wood Park Rehab: $140,000

Each of these projects will help make sure our assets stay in great shape as we move into the future, and that we treat each of our assets as a true investment into the community.

**Staffing Gap Analysis/Building Maintenance**

As mentioned previously, based on the results of our Staffing Analysis in 2017/18, we did determine that we were 16 employees short to meet our current service levels, and that we had a missing component in our current organization of proper resources and staff dedicated towards Building Maintenance, which is especially important with our aging facilities. The gap identified was $2 million, with $1.5 million being attributed towards tax levy resources and $500,000 being attributed toward Enterprise Fund resources. Based on the recommended 4-year implementation of this plan to address these needs, this would have $500,000 of additional resources added in 2020, with $375,000 coming from additional tax levy and $125,000 coming from Enterprise Fund Resources. We did fill the following positions/building maintenance gap in 2020, with us being able to accomplish all but the one position in Water/Sewer that we did not do because of changes in the economy due to COVID mid-year.:

**2020 Staffing Study Implementation Plan:**

- Building Maintenance Foreman: $105,000
- Building Maintenance Worker: $90,000
- Building Maintenance Worker: $90,000
- Water/Sewer Maintenance Worker: $90,000
- Allocation to Building Maintenance Budget: $125,000

As we also discussed previously, in 2021 the Council did decide to take a one-year break from our 4-year implementation plan because of the uncertainties of what COVID would do to our revenue streams for that year. As we move into 2022, the budget is built around reinstituting the implementation of this plan, with the City moving forward to fill the gaps identified for the second year of the program. The positions planned for the 2022 budget year to implement the second year of this program include:

**2022 Staffing Study Implementation Plan:**

- HR Generalist
- Assistant City Engineer
- Building Maintenance Worker (4th of 5)

To fund this second year of the plan would require raising the tax levy by $375,000, with the addition of $125,000 from the Enterprise Fund Budgets to support the second $500,000 towards this total program of $2 million, which we would have completed by the end of the 2024 budget year. This $500,000 would support not only the 3 positions listed above but would also provide us with another $125,000 to go towards our building maintenance activities.

**Addressing Public Safety Issues**

As mentioned previously, the final new item to address in the 2022 budget is the gaps we are currently seeing in our Public Safety services.

First, one of the challenges we are seeing in our Police Staffing is in the number of officers we currently having staff our minimum levels on shifts that require less Officers. Our current policy, which was established in 2001, was to have our lowest level of staffing on the road at any give time be two Police Officers. With the changes we have seen in the community over the past 20 years, this level of Policing is no longer safe for our officers, leaving times that if an issue arises during a call, or multiple calls come in at the same time, there is no backup for our Officers. This is not safe operationally given the number of calls we respond to in any given shift.

The second issue this has created is not allowing our Police Officers to be as proactive with calls and take on more Community Policing initiatives. They are staffed so thin that it often does not give them the time to do this, which was clearly identified as a priority of our residents during the Community Conversations and Survey we did during the summer of 2021. Below are two charts illustrating how our Police Department compares to similar Police Departments for both Annual Call Responses Per Officer and the number of Officers per Capita. These two charts help illustrate that Chaska has historically had less Sworn Staff compared to similar departments in the area.

**Call Response per Officer-2019 Data (pre-pandemic)**

| City | Calls for Service | # Sworn Officers | # Patrol Officers | Annual response per officer |
|---|---|---|---|---|
| Cottage Grove | 18,687 | 43 | 23 | 812.5 |
| Shakopee | 22,910 | 50 | 27 | 848.5 |
| Savage | 12,666 | 35 | 24 | 527.75 |
| Rosemount | 15,166 | 27 | 18 | 842.6 |
| Mendota Heights | 11,589 | 20 | 15 | 772.6 |
| Hutchinson | 20,186 | 25 | 21 | 961.2 |
| Mounds View | 8000 | 21 | 13 | 615.38 |
| Chaska | 12,906 | 25* | 15 | 860.4 |

**Officers per Capita-2020 Data**

| City | Population | # Sworn Officers | Officers Per Capita |
|---|---|---|---|
| Cottage Grove | 36,602 | 43 | 1.18 |
| Shakopee | 40,731 | 50 | 1.28 |
| Savage | 31,254 | 35 | 1.2 |
| Rosemount | 15,166 | 27 | 1.78 |
| Mendota Heights | 11,289 | 20 | 1.77 |
| Hutchinson | 13,914 | 25 | 1.8 |
| Mounds View | 12,412 | 21 | 1.69 |
| Chaska | 26,371 | 26* | .986 |

*Increased to 27 sworn in 2021: recalculation of 1.02

To get to safer levels of staffing at a minimum of 3 officers per shift and be able to be more active in Community Policing, would require us to add 3 more Police Officers to our roster. We are not recommending that this occur all in one year, as this would bring a large expense in 2022 if we were to do that, and it is not always practical to

bring on that many new officers at once given the extensive amount of field training that is needed for each new officer we bring on. To that end, we are recommending that we add one new Police Officer each year over the next 3 years to meet that goal. For 2022, that would increase our expenses by $112,000 that would need to be supported by an addition to our Tax Levy.

From the perspective of the Fire Department, our goal has been to keep a base Paid-on-Call (volunteer) Fire Department going into the future. What we are finding that is making that very difficult is relying on a Paid-on-call system for daytime response when our Fire Fighters are often working at the regular jobs. We have also found that taking on Administrative duties on top of being a Firefighter is very difficult for someone that is not a full time Firefighter. That is why we have been moving towards a model of filling our leadership roles on the department with Full time employees.

We have an opportunity with the recent vacancy of our Paid-on-call Training Chief position to make another one of these leadership positions full time, which we think will help address day-time response issues and take some of the Administrative burdens away from our Paid-on-call staff so they can focus solely on being a firefighter. While this is an additional cost of around $100,000, this is something we can absorb with our current Fire Department Funding as we did make changes to our Fire Relief Retirement program this past year which did free up dollars that the City had been reserving for this. The City can meet all our funding requirements for the Relief benefit after making this change.

**Property Taxes**:
For 2022, to accomplish establishing our base-line budget, address restarting the second year of the Staffing Gap plan implementation and address our identified Public Safety needs requires a total tax levy of $12,672,429. This levy represents our entire levy, which includes General Fund, Equipment Acquisition Fund, Cemetery Fund, Tax Abatement Fund and the EDA. This represents an increase of 11.04% from the 2021 total tax levy. This levy increase would be made up of 6.56% to support the baseline levy (5% for inflation and 1.56% for new growth in the community), in addition to $375,000 that is needed for restarting the Staffing Study and $112,000 to fund the first of our three new Police Officers over the next three years. The final two numbers make up 4.48% of the tax levy growth. With a 5.21% increase in our Tax Capacity for 2022, this means that our tax rate would increase by 6.12%. It should be noted that a portion of our total levy goes towards our General Fund Budget, with the remaining going towards our Equipment Acquisition Fund and debt service for our current Downtown Street Reconstruction Program.

It should also be noted that out of this total tax levy amount, $302,574 represents a levy for tax abatement assistance provided in the past. This additional amount represents the 10th year of tax abatement that was provided to the West Creek Corporate Center Development for development of infrastructure to support this new industrial park, along with some other tax abatement projects including the 212 Medical Center Addition and the Chaska Creek Medical Building. While we are required to officially levy this assistance, the City is a "pass-through" for these funds, with the same

amount coming in from this project that goes out for the tax abatement assistance. It does not influence other taxpayers in the community.

Within this total levy amount, the Chaska Economic Development Authority also has a $182,989 levy. Last year this levy was $171,598. The amount levied for 2022 in the EDA Fund of $182,989 represents the dollars supporting the operations of our Economic Development Activity and was included in the total tax levy amount of $12,672,429.

In summary, the total levy will include:

- Continuation of dollars to support the Downtown Street Reconstruction Program
- $12,489,440 being levied to support General Fund Operations, a portion of Street Reconstruction Debt Service, Mt. Pleasant Cemetery, and existing Equipment Acquisition Fund needs
- $375,000 of additional levy (included in the total above) to support the second year of implementation on our Staffing Gap program
- $112,000 being levied to support the additional Police Officer in 2022
- $182,989 being levied in the Economic Development Authority Fund for operations
- $302,574 in tax abatement that is generated from the new West Creek Corporate Center Development, 212 Medical Center and Exactec.

The following table summarizes Chaska's actual tax levies (General Levy, EDA, Tax Abatement and Mount Pleasant Cemetery for 2019, 2020 and 2021, along with the proposed 2022 levy:

| | 2019 | 2020 | 2021 | 2022 | Increase | % |
|---|---|---|---|---|---|---|
| General/Equipment Acquisition/EDA/Tax Abatement | $ 9,694,654 | $ 10,510,132 | $ 11,406,925 | $ 12,666,429 | $ 1,259,504 | 11.0% |
| Mt Pleasant | $ 6,000 | $ 6,000 | $ 6,000 | $ 6,000 | $ - | 0.0% |
| Total Operating and Special Levy | $ 9,700,654 | $ 10,516,132 | $ 11,412,925 | $ 12,672,429 | $ 1,259,504 | 11.0% |

## Impact of Tax Levy on Property Owners

To understand the impact of the tax levy on individual taxpayers, three factors must be analyzed:

- Market Value Changes
- Any changes in the Tax Capacity Formulas Established by the State
- The City's Tax Levy

Overall, Chaska's market values, excluding tax-exempt property, increased by $164,134,600 to $3,512,103,100 an overall increase of 4.90%. The largest percentage increase that we saw in 2021 was in residential properties, with a 5.73% overall increase. 1.97% of that came from construction of new residential units in the community, with the other 3.76% coming from increasing values in existing residential units.

The other major area of increase we saw was in Commercial/Industrial properties, with a 5.25% increase in market values. 0.54% of that growth came from new construction, meaning that most of the increase was experienced in existing Commercial/Industrial buildings. This is consistent with what we are seeing especially in the Industrial market with very few vacant properties existing in our community or throughout the region. Apartment properties also had an increase, with the overall increase in this type of property being at 1.90%. New construction accounted for 0.07% of this change, with the remainder of the change coming from increases in existing Apartment values. Below is a summary of the Market Values for taxes payable 2022 (assessed 2021) as established by the County Assessor's office:

**Chaska 2021 Assessment**

| | Residential | Commercial/Industrial | Apartment | Ag | Total |
|---|---|---|---|---|---|
| 2021 EMV | **$2,645,009,100** | **$553,274,200** | **$231,767,700** | **$82,052,100** | **$3,512,103,100** |
| 2020 EMV | $2,501,694,500 | $525,663,000 | $227,442,100 | $93,168,900 | $3,347,968,500 |
| Total Value Change | $143,314,600 | $27,611,200 | $4,325,600 | ($11,116,800) | $164,134,600 |
| New Construction | **$49,321,100** | **$2,823,800** | **$162,000** | **$0** | **$52,306,900** |
| Market Change | $93,993,500 | $24,787,400 | $4,163,600 | ($11,116,800) | $111,827,700 |
| % New Construction | 1.97% | 0.54% | 0.07% | 0.00% | 1.56% |
| % Market Change | 3.76% | 4.72% | 1.83% | -11.93% | 3.34% |
| 2021 Total % Change | **5.73%** | **5.25%** | **1.90%** | **-11.93%** | **4.90%** |

Using the 2021 market values and the classification formulas established by the State, the County Auditor has calculated Chaska's 2021 (for taxes payable 2022) gross tax capacity to be $40,238,279, an increase of 5.0%. To calculate the net tax capacity used for determining Chaska's tax rate, a reduction must be made for captured tax increment and fiscal disparity contributions. Our current captured TIF value is $1,327,634 with Chaska's fiscal disparities contribution for 2022 being $4,068,058 resulting in a net tax capacity of $34,842,587, an increase of 5.2%.

| | | 2021 | | 2022 | | Increase | % |
|---|---|---|---|---|---|---|---|
| **Gross Tax Capacity** | $ | 38,287,428 | $ | 40,238,279 | $ | 1,950,851 | 5.1% |
| **TIF** | $ | 1,215,297 | $ | 1,327,634 | $ | 112,337 | |
| **Fiscal Disparities** | $ | 3,959,880 | $ | 4,068,058 | $ | 108,178 | |
| **Other** | $ | - | | | $ | - | |
| **Net tax capacity** | $ | 33,112,251 | $ | 34,842,587 | $ | 1,730,336 | 5.2% |

Based on these estimates, Carver County has estimated Chaska's 2022 General Fund tax rate to be 32.407%. This is an increase of 6.12% from 2021, where we had a tax rate of 30.539%. With the median value of home going up from $269,755 to $298,500 in the community, this would bring the median-valued home's City taxes from $873 in

2021 to $957 in 2022, or an increase of $7 per month or $84 for the year. As always, the actual amount of impact is completely dependent on the actual market value change experienced on that property over the past year.

While Chaska's General Fund operational tax levy will go up in 2021, Chaska will continue to maintain one of the lowest City tax levies per capita of any City in the metropolitan area, ranking 72nd out of 84th lowest in the entire Twin Cities Metropolitan Area. It also remains the lowest tax levy per capita of any City in Carver County as well. This analysis is comparing the 2022 tax levy for Chaska and assuming a 0% increase in other Communities' tax levies that we are comparing.

A major concern of property taxpayers is the level of property taxes necessary to fund City services. In considering property taxes in Chaska, three points should be highlighted. First, property taxes account for just 58% of Chaska's tax-levy supported funds operating revenues. Secondly, Chaska has always ranked extremely low amongst other metropolitan cities when it comes to total City property tax levels. In the latest Department of Revenue Survey looking at 2021 City tax data, out of 84 local units of government looked at in the metropolitan area, Chaska ranked 72nd lowest in City taxes per capita. This is comparing our data assuming our increase for 2022 and comparing it to the other cities having a 0% increase in 2022. In this sense, Chaska has continued to perform very well when comparing our City property tax level compared to all of communities in the metropolitan area. It has allowed the City to keep a competitive edge when it relates to other municipalities in the metropolitan area. Third, we continue to be the lowest tax levy per capita in Carver County.

The following chart illustrates highlights of this survey:

| Ranking | City | Taxes | Population | Tax Levy Per Capita |
|---|---|---|---|---|
| 1 | Oak Park Heights | $5,691,012.00 | 4,897 | $1,162.14 |
| 2 | Golden Valley | $26,106,046.00 | 22,715 | $1,149.29 |
| 3 | Wayzata | $5,145,201.00 | 4,672 | $1,101.28 |
| 4 | Dayton | $5,795,835.00 | 6,320 | $917.06 |
| 5 | Hopkins | $17,788,384.00 | 19,555 | $909.66 |
| 6 | Minneapolis | $393,527,000.00 | 435,885 | $902.82 |
| 7 | Mendota Heights | $10,482,617.00 | 11,747 | $892.37 |
| 8 | Columbus | $3,491,304.00 | 4,067 | $858.45 |
| 9 | St. Anthony Village | $7,668,031.00 | 9,020 | $850.11 |
| 10 | West St. Paul | $17,744,425.00 | 21,205 | $836.80 |
| 11 | Afton | $2,455,912.00 | 3,009 | $816.19 |
| 12 | Orono | $6,610,620.00 | 8,284 | $798.00 |

| | | | | |
|---|---|---|---|---|
| 71 | Chanhassen | $12,066,700.00 | 26,278 | $459.19 |
| 72 | Chaska | $12,672,429.00 | 27,800 | $455.84 |
| 73 | Andover | $14,913,945.00 | 32,882 | $453.56 |
| 74 | New Brighton | $10,608,250.00 | 23,427 | $452.82 |
| 75 | North St. Paul | $5,491,446.00 | 12,161 | $451.56 |
| 76 | Mounds View | $5,866,279.00 | 13,513 | $434.12 |
| 77 | Arden Hills | $4,280,080.00 | 10,008 | $427.67 |
| 78 | St. Paul Park | $2,332,997.00 | 5,611 | $415.79 |
| 79 | Falcon Heights | $2,249,275.00 | 5,446 | $413.01 |
| 80 | Anoka | $7,446,100.00 | 18,728 | $397.59 |
| 81 | Vadnais Heights | $5,060,231.00 | 13,338 | $379.38 |
| 82 | North Oaks | $1,974,877.00 | 5,320 | $371.22 |
| 83 | Lauderdale | $889,710.00 | 2,442 | $364.34 |
| 84 | White Bear Lake | $7,370,000.00 | 25,752 | $286.19 |

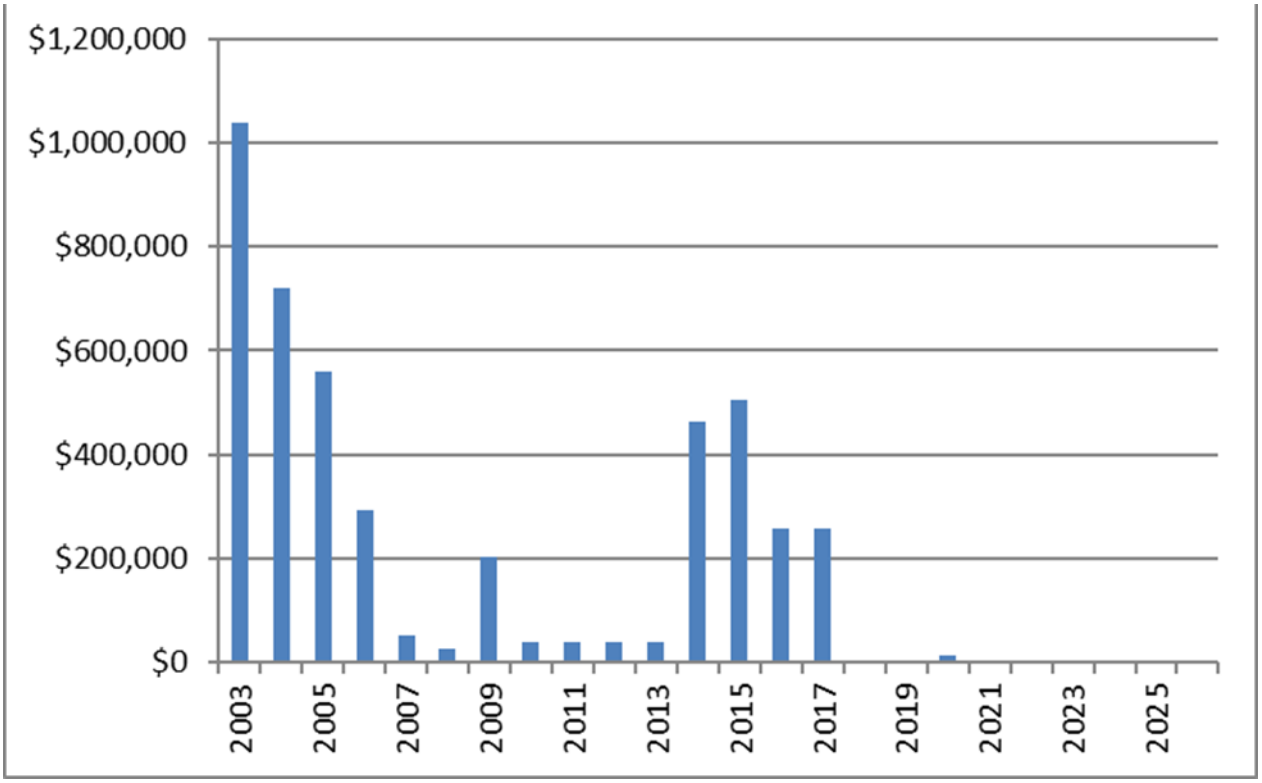
**Intergovernmental Revenues:**

One significant change we experienced starting in 2018 and has continued into 2022 is the reduction of our Local Government Aid by approximately $250,000, bring us down to nearly $0 for the past 2 years. In 2020 the amount we had certified was $14,171, with us receiving $0 in 2021. In 2022, we received notification that our certified amount is $0, meaning this will be the second time we receive no Local Government Aid at all. We expect this will continue at this level into the future. This change is due to the State's LGA formula, the increase in market values we have seen in the community over the past couple of years, and the decertification of our large TIF District #4 in 2014, which reincorporated a large taxable market value back into the community in that following year.

In 2003, the City of Chaska received approximately $1 million in LGA from the State on an annual basis. This was a very significant hit to the City's revenues, representing approximately 10% of our overall revenues. The loss of nearly $1 million in revenue was a significant reason that we started to get behind in properly staffing of our services and have had a difficult time catching back up ever since.

In 2014, the City received did see an allocation of LGA in the amount of $462,000, with it going to just over $500,000 in 2015 and $550,000 in 2016. In 2017, we once again saw this amount reduced to just under $250,000. With it now officially certified at $0, we do not expect we will see this revenue source again in the near future. Below is a chart of our experience for local government aid, and what we expect to see in LGA over the next 5-year period.

**Local Government Aid**




It should be noted that when the City saw the $250,000 LGA amount go to $1,000 in 2018, the Council did decide to levy back half of that amount ($125,000), which has remained in the budget ever since, and is included in the 2022 budgeted revenues. However, it continues to be important to point out that this loss of nearly $1 million from the State from that 2004 period did have a long-term impact on the City and is a large reason why we are now having to have the discussions about the gaps that we see in our staffing levels to sustainably meet our service level expectations and a significant reason we got behind on building maintenance activities.

### Licenses and Permits

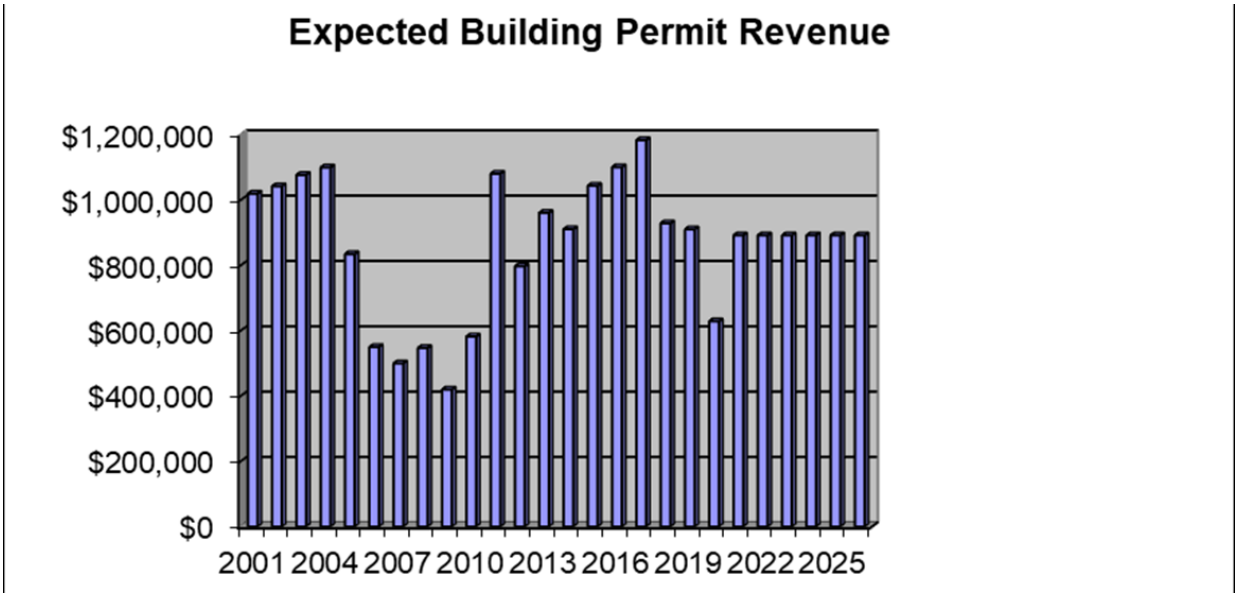
From 2008-2011, Chaska and the rest of the metropolitan area experienced a dramatic slowdown in not only residential development, but development in all sectors of the market. As a result of the downturn, building permit revenues dropped significantly. Up through 2005, this revenue source was over $1 million per year, and in 2010 brought in approximately $500,000. In mid-2011, we did start to see this change as

some larger Commercial/Industrial development activity did start to occur, and we ended 2011 with over $1 million in permit revenue. While we continued to see good activity during 2012 and saw positive movement since 2013, the consistency and predictability of this revenue stream has continued to be volatile and can be somewhat difficult to project from year to year.

With the downturn in the economy in early 2020 due to the pandemic, we did see the permit revenue we expected to see be reduced significantly. While we continued to see relatively steady single-family residential development, we did see a big downturn in Commercial/Industrial activity, with only a few projects moving forward. In early July of 2020, we did amend our General Fund budget when we started to understand the impacts it would have on our budgeted revenues, especially in building permits. As part of that action, we did adjust our budget numbers down to $600,000, a reduction of approximately $400,000 from what we had budgeted at the beginning of the year.

While we continued being conservative in our budgeting for 2021, budgeting for just under $900,000 over the course of the year, we did see a much larger than anticipated growth in residential activity, as well as growth in the Commercial/Industrial Market, which we expect to see continue into 2022. Although we budgeted just under $900,000 in 2021, we will end the year with close to $1.5 million in activity. Given this, we are recommending an increase in our budgeted permits for 2022, but not to the level of actual activity we saw in 2021 to create a buffer in our budgeting numbers. What we show in the budget is a number of just under $1.1 million in permits for 2022, which should be lower than what we actually bring in in 2022 given the expected building activity but does provide us with a budgeting buffer. In that way we can make sure that if there is a project or two that does not move forward as expected, that we will still be able to meet our budgeted numbers.

Under our current building projections, our staffing levels will be enough to cover the anticipated workload and be able to turn around building permits in a timely fashion.

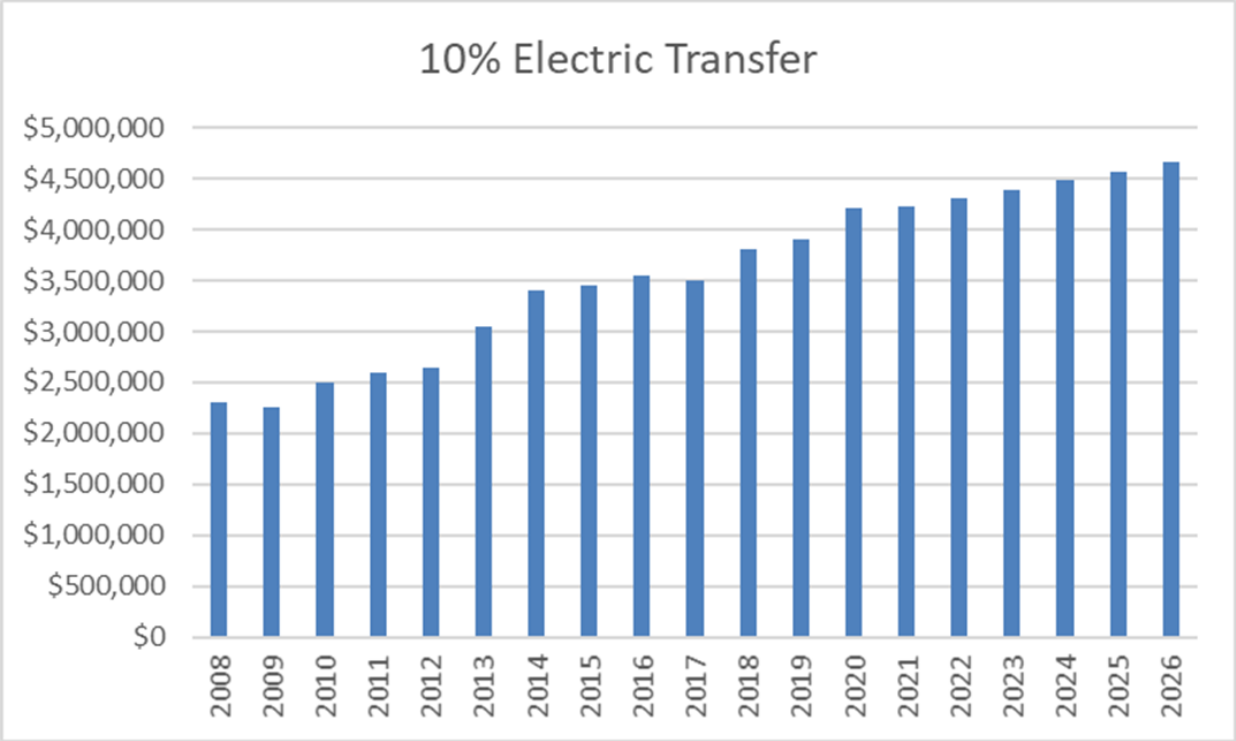


## Electric Fund Transfers

The City has a formal policy of charging ourselves a per kilowatt-hour Right of Way usage fee, which is roughly equivalent to 5% of the total electric rate of our electric utility. In addition, we do an operational transfer from our Electric Fund to the General Fund to help support General Fund services, which is an objective of the Electric Fund. For 2022, the total amount of Right of Way fee transfer and operational transfer is budgeted to be $4,530,000. We have seen an a dramatic increase in this portion of our revenue over the past several years, which has represented both an increase in usage by our existing customers, but also reflects the positive impacts we are seeing through the addition of large economic development projects such as an increase in Data Centers, additional commercial uses in town, and the recent expansions we have seen with existing businesses in our original Industrial Parks on the north end of the community. We continue to expect that to increase in 2022 as we expect to see some continued expansion of load in our data centers, as well as seeing existing industrial customers add on, Commercial uses be built, and residential growth continue.

It should be noted that in that total Electric Fee above, that we do program just under $50,000 of that to come from Minnesota Valley Electric Cooperative and Xcel for their Franchise Fee in 2022, with development of the first building at the Southwest corner of the intersection of 212 and Engler Boulevard now completed, the addition of residential in the Chevelle neighborhood, and the addition of at least one industrial building in West Creek Corporate Center opening in 2022. This Franchise fee to the other providers in Chaska is something that we would plan to fully implement in 2022 to make sure that as we see new development in our community, that users in other provider's territories are seeing a Franchise Fee (Right of Way usage fee) as if they were in Chaska Electric's territory.

There is a significant amount of development that will occur in the future in MVEC's territory, with most of the job growth in the Southwest Chaska Master Plan falling within their territory. Because of this, we expect this number to increase significantly as we move into the future, and we see this development occur. It should be noted that the Franchise fee that will be charged to MVEC and Xcel will be based on 5% of their gross revenues for the year to keep it consistent with our Right of Way usage fee for Chaska Electric. This is because of the limitations State Statute allows us to charge from an outside utility, and because this percentage matches up with the percentage that is charged to Centerpointe Energy for our enacted Gas Franchise Fee. Statute requires that these fees to external utilities be equitable from one utility to the next. The total for all external Utility Franchise Fees and our Right of Way usage fee and operational transfer for Chaska Electric represents 23% of our total General Fund Revenue Budget.




**Charges for Services**

Charges for services are those revenues that support the City derived from charges to individual users for services, other governmental agencies, or inter-fund charges for administrative services. These would include payroll, finance, administration, and Human Resources costs to our Enterprise Funds (i.e. Electric, Sewer, Water, CEC, etc…). For 2022, charges for services are programmed to be $4,495,263 as compared to $4,113,970 in 2021, or an increase of $381,293. This increase in charges for services is occurring to help us keep up with the actual cost of service the General Fund is providing to our other Enterprise Funds. This includes all our Administrative Services, Human Resources and Administration. In 2020, we also added a contribution from the Enterprise Funds to the overall Building Maintenance Division Budget, which started at $125,000 in 2020. This amount is planned to increase to $250,000 for 2022 as we are implementing the second phase of our Staffing Study implementation.

***General Fund Expenditures*:**

General fund operating expenditures are forecast to be $21,724,729 in 2022, which is an increase of 7.29% over the 2021 Operating Budget.

In preparing the 2022 budget the following general assumptions were used for the operating budget:

- *Utilize budgeting objectives developed*
- *Increase in the tax levy by 1.56% due to new growth and 5% for inflation*
- *Move to implement the second year of our Staffing Gap Study, adding $375,000 to the total tax levy, and an additional $125,000 from the Enterprise Funds to support the second year of the plan*

- *Addition of $112,000 to help support the hiring of 1 additional Police Officer in 2022, along with the reallocation of approximately $100,000 in existing dollars within the Fire Department to support making the Fire Training Chief a Full-time position*
- *Personnel salaries up 3%, with employer benefit contribution seeing 0% increase in 2022.*
- *Assume continuation of our Street Reconstruction Program, with the 2021 project targeted to be the areas of 6th Street and Beech Street just to the north and west of the Carver County Courthouse*
- *Continue contract with City of Carver for shared recreational services, bringing in approximately $67,000 to support our recreational services*
- *Continue with $12,000 expense in 2020 for "Scholarships" to support large community activities utilizing our new banquet facility ($1,000 per month)*
- *Fully fund the Equipment Replacement Schedule for 2022*
- *Assume we are building up our General Fund reserves*
- *All other items in budget to remain unchanged*

| Department | 2020 Actual | 2021 Budget | 2022 Budget | Increase | %Increase | Notes |
|---|---|---|---|---|---|---|
| Council | $199,757 | $155,509 | $182,008 | $26,499 | 17.04% | Increased Special Events Budget to meet Actual |
| Communication | $106,021 | $112,115 | $52,008 | -$60,107 | -53.61% | Moved a position from FT to PT |
| Administration | $794,154 | $866,591 | $890,488 | $23,897 | 2.76% | |
| Human Resources | $271,592 | $286,290 | $462,916 | $176,626 | 100.00% | Added an HR Tech Position plus Pay Eq. Report |
| Elections | $61,512 | $5,402 | $38,905 | $33,503 | 620.20% | Increases every 2 years for Election |
| Admin Serv-Finance | $1,670,820 | $1,666,915 | $1,760,400 | $93,485 | 5.61% | |
| Admin Serv-IS | $1,202,917 | $1,291,865 | $1,269,942 | -$21,923 | -1.70% | |
| Legal | $141,281 | $80,400 | $100,000 | $19,600 | 24.38% | Increased activity with new Development |
| Community Dev. | $325,030 | $366,267 | $380,392 | $14,125 | 3.86% | |
| Engineering | $467,689 | $480,685 | $547,244 | $66,559 | 13.85% | Addition of Assistant City Engineer in July |
| City Hall Bldg | $220,284 | $239,710 | $203,720 | -$35,990 | -15.01% | |
| Building Maint Div | $254,346 | $476,253 | $681,240 | $204,987 | 100.00% | Add 4th Building Tech & Add Bldg Resources |
| Police | $4,836,613 | $5,139,118 | $5,579,386 | $440,268 | 8.57% | Addition of New Officer plus adj. to reflect OT |
| Fire | $2,182,768 | $2,123,571 | $2,283,915 | $160,344 | 7.55% | Move Training Chief to FT |
| Building Inspection | $681,165 | $763,215 | $755,775 | -$7,440 | -0.97% | |
| Public Works Admin | $435,971 | $417,742 | $427,833 | $10,091 | 2.42% | |
| Streets | $1,717,805 | $1,880,342 | $1,934,186 | $53,844 | 2.86% | |
| Snow Removal | $229,009 | $227,430 | $267,799 | $40,369 | 17.75% | Addition of Maintenance Equipment |
| MSB Building | $171,307 | $235,081 | $236,164 | $1,083 | 0.46% | |
| Park Maintenance | $1,285,871 | $1,218,315 | $1,149,376 | -$68,939 | -5.66% | |
| ISD 112 Maint | $25,310 | $37,205 | $37,369 | $164 | 0.44% | |
| Tree Control | $16,398 | $40,720 | $40,843 | $123 | 0.30% | |
| Parks Admin | $529,924 | $541,263 | $691,010 | $149,747 | 27.67% | Moved Additional hours from CCC in P and R |
| Parks Youth | $178,545 | $182,178 | $185,081 | $2,903 | 1.59% | |
| Park Senior | $0 | $0 | $165,925 | $165,925 | | Moved Programmer Positions from CCC |
| Parks Adult | $64,138 | $97,619 | $63,662 | -$33,957 | -34.79% | |
| Firemen's Park | $62,685 | $121,664 | $103,983 | -$17,681 | -14.53% | |
| Parks Skating Rink | $10,054 | $11,670 | $11,629 | -$41 | -0.35% | |
| Unallocated | $828,410 | $1,184,226 | $1,221,530 | $37,304 | 3.15% | $400,000 Fund Balance; $355,000 EDA Debt Service |
| Total | $18,971,376 | $20,249,361 | $21,724,729 | $1,475,368 | 7.29% | |

From a CAMP perspective, 2022 will mark the 6th year in a row that we have budgeted for $1,000,000 being dedicated to the plan. This allows us to be able to program the exact projects we will be undertaking on an annual basis to support our overall Capital Asset Maintenance Program. For 2022, the following projects are planned to be undertaken:

- Street Overlay: $400,000
- Trail Upgrades/Overlays: $60,000
- Lion's Park Playground Rehab: $160,000
- 2nd/Pine Street Parking Lot Retaining Wall Replacement: $200,000
- MSB Annual Door/Hoist Work: $40,000
- Shadow Wood Park Rehab: $140,000

Based on this, and the other changes that were listed above, the level of expenditures we are recommending to the budget would allow us to meet our budget and service objectives set for the 2022 budget process, while also keeping us very low from a tax perspective in the entire Twin Cities Metropolitan Area.

## Specific Department 2022 Activities

### Administration

For 2022, we have one new position that is being added in the budget as part of the Staffing Gap Analysis Plan. The position being added would be a Human Resource Technician position, which would bring the total number of HR personnel for the City to three. This would bring this department to full staffing levels for the foreseeable future, and help this department be able to keep up with the increasing requirements we have as our organization continues to grow. As we look into 2023, the other position this department will be planning for is the addition of an Economic Development Technician which will be able to provide the support needed for our increasing economic development activities.

### Administrative Services

Budgeted staffing levels for the Administrative Services Department will remain steady in 2022. As part of the Staffing Study, it was identified that the IS portion of this department is short 1 Network Analyst position. With the delay in the Staffing Study, we have this position being implemented in fourth year of the Staffing Study in 2024.

### Community Development

As indicated previously, we do anticipate that this upcoming year is going to be a busy one for planning and building activity in the community. With us coming off a 2021 that saw $1.5 million in building permit activity, we are expecting 2022 to see levels of construction increase, as we do expect to see additional commercial and industrial activity in the community. We are staffed to handle this load of development, although the building department will be very busy. To be conservative on budgeting expectations, we are budgeting for $1.1 million in building permit activity in 2022.

The addition we see coming into the department is a second City Planner position, which was identified in the Staffing Study. This is something that is needed given the level of our planning activities in Chaska, but we do not have it coming on-line until 2023. One major reason for waiting until 2023 is that we will have a new Community

Development Director starting at the beginning of 2022 with a pending retirement in that position, and we want to give this new director an opportunity to determine how best to staff this position when we do move forward with it.

In the Engineering Department, the Staffing Study does show the need for 1 additional position in the Engineering Department, which would be an Assistant Engineer position. This position is budgeted to be added in the 2022 budget and would help us round out our immediate needs in the department unless we were to bring some of the design services for engineering in-house, as we currently contract that work out to our Engineering Consultants at Stantec.

**Police**

As we have discussed during the budget process this year, we have identified a major need in the department to deal with the shortage of staff especially in our shifts that are staffed at minimum levels. Our current policy indicates that our Staff minimums would be 2 Officers per shift at times in which we have traditionally lower demand. This is a staffing level policy that has been in place since 2001. As our community has continued to grow, increasing nearly 10,000 in population, our policy has not been able to keep up with safe practices for our Officers. Multiple calls for service at these times leaves an officer without proper backup, which can put an officer in a dangerous position. It also forces our Officers to be more reactive to situations instead of proactive utilizing Community Policing techniques. This is due to their not having adequate time to take on Community Policing activities in these times we are staffed at minimum levels. This was identified in our Community Conversations/Survey in the summer of 2020 as being something desired in Chaska by our residents. To be able to meet these needs would take three additional officers. We are proposing to add one additional officer each year for the next three years, with the first one coming on in 2022 at a cost of $112,000. This is the only major change proposed in the Police budget for 2022.

**Fire Department**

Currently, the Fire Department has an authorized staffing level of 45 paid-on-call staff, although because of retirements on the department, the actual staffing level is usually lower, with a full-time Fire Chief and Fire Marshal, along with two Fire Inspectors. We also have a support staff in the Fire Department to support Administrative functions. All 5 of these full-time staff are also Firefighters, allowing them to respond to calls during the day, and reduce the burden on our Paid-on-Call Staff.

To preserve our volunteer base of firefighters, the City added a Fire Chief position in 2013 to provide continuity in leadership to our fire personnel, but to also be able to take on the growing administrative load of running a department such as this. It was the plan that making this move would be a cost savings to the Fire Department over time, to avoid large staffing expenses in the future if we were unable to attract volunteers for these critical positions. This position was hired in February of 2013 and has been a very good addition to our Fire Department model. At the time that we created the Fire Chief position, we also moved the Fire Marshall position out of the

Community Development Department and moved this position into the Fire Department.

In addition to this, in 2015 we also did add Duty Crew shifts twice a week to both help take the burden off all fire fighters to respond to calls, and to pilot this program for future use. We have been able to add to this over the last five years, providing this service most days of the week.

In the 2018 budget we made another significant change to the department by budgeting the addition of two new Rental Inspectors/Fire Fighters to the Department. The primary function of these employees is to help bolster our Rental Inspection program, as that area of services has been on the rise as more single-family homes were converted to rentals during our last economic downtown. As mentioned previously, an added benefit of these employees being in the Fire Department is that they add two additional firefighters at the station during daytime hours to be able to respond to fire calls. Given that this is the most difficult time for the City to staff with Paid On-Call Fire Fighters, this will continue to help us maintain our volunteer-based department. This has been a great addition to this department and is continued to be included in the 2022 budget, along with the Administrative Support position that is also staffed by a firefighter to provide additional daytime response.

As we discussed previously, the biggest need to keep this department with a base of Paid on Call firefighters is to deal with the day-time response issues, and to relieve our volunteers from having to take on Administrative duties. To continue to address this in 2022, we are budgeting to take the existing Training Chief position, which was budgeted as a Paid-on-Call firefighter, and to budget this as a full-time position. This will help us continue to create more full-time support for those difficult daytime hours, and to take away more administrative burden from volunteers. We hope that will help with recruitment and retention of firefighters into the future. This position is just over $100,000 but can be funded with existing funds in the Fire Department. It will utilize dollars that are overfunding our current Fire Relief Retirement Program while keeping our funding at the levels needed to support the new levels of retirement benefits we committed to during this past year.

**Public Works**

Chaska's Public Works activities are anticipated to increase as the community grows, with personnel needing to be added as mileage of road and the addition of parks occurs in the community. We will also have to plan for the addition of Staff to support our Storm Water activities. While these services are paid out of the Storm Water Fund, they are housed out of the Public Works Department, as we utilize our Staff for multiple functions.

The largest item identified as a need in the Staffing Study was the need for the City to dedicate more resources to our Building Maintenance Activities. This is especially true as our facilities have continued to age, and we have not always put the proper levels of resources necessary in the past to keep these buildings in good condition. As the Council is aware, the City did move in 2020 to centralize all its Building Maintenance

Activities to one central Division, which we currently house in the Public Works Department. Ultimately, the Staffing study would show that this Division will have 5 dedicated full-time Staff to address building maintenance, with the ability to centralize it in one area so that we are able to maintain all our facilities in a similar manner and take advantage of purchasing power by bringing service contracts under one area of the organization.

While we did need to put a hold on our Staffing Study implementation in 2020 and did delay additional implementation steps in the 2021 budget, we were able to accomplish the hiring of a Building Maintenance Foreman, along with a Building Maintenance Lead and a Building Maintenance Worker in 2020. We were also able to fund the first $125,000 of a Building Maintenance Division budget in 2020, a budget that will grow to $500,000 annually by the time we have fully implemented our plan by 2024. While we did delay the next phase of implementation in 2021, we were able to keep these three Building Maintenance positions in the 2021 budget along with the first $125,000 we set aside as a budget for this division. In 2022, we do have it budgeted to add the next Building Maintenance Worker, along with $125,000 to go towards the building maintenance activities. This will not only fill out that division with 4 of the 5 planned staff but bring up the resources they must work within each of our facilities to approximately $250,000. In 2023, we would plan to add to the Public Works Department with an additional Storm Water Maintenance Worker and a Park Maintenance Worker.

**Recreation**

Although functionally, the Recreation Department, Community Center and new Curling/Event Center are in essence combined, Recreation Administration and Programming are budgeted as separate General Fund activities. Having them functionally work together does create efficiencies, which has kept our Park and Recreation expenditures significantly below the State average for communities our size. In 2022, we plan to continue to have our Park and Recreation Director, our Recreation Manager, our Recreation Coordinator, the Recreation/Special Events Coordinator and Athletics Supervisor all funded fully out of the General Fund, with a portion of other support positions allocated to the General Fund. As mentioned previously, we also are planning to relieve the Community Center of the $200,000 of Administrative Fee charged to it annually to recognize the significant negative impacts COVID has had on that facility. We will practically accomplish this by moving two Programming positions from the Community Center into the General Fund Budget. We think that this could be a potential good permanent move to consider in the future, as these positions probably functionally fit better in the General Fund as opposed to the Community Center given the type of Programming they undertake. The Staffing Study did not identify any gaps in our overall staffing levels for recreation, and Staffing levels will remain unchanged for 2022 and into the near future.

# Community Center Budget

For the Chaska Community Center, 2022 will be its 31st year of operation. As the Center has evolved, we are confident that it has addressed its mission *of being Chaska's community gathering place, while providing an opportunity to run into people you know*. The objectives of the Community Center are:

1. *To promote community gathering and interaction.*
2. *To provide family and individual recreation with an emphasis on fun and providing a variety of program opportunities.*
3. *To enhance Chaska's pride and identity.*
4. *To be operationally self-supporting with no property tax support.*
5. *To reinvest back into the facility to keep it quality for future generations*
6. *To build a cash-balance in the CCC Fund to be able to accommodate all the maintenance and improvement needs on this aging facility*

Historically, the Community Center has done a very good job of accomplishing the first four objectives listed above. Not only has it served as a central gathering place in the community, providing opportunities for family and individual recreation in Chaska, but has also been able to manage the center's day-to-day operations in a financially self-supporting way. In this respect, it is one of the few community centers in the State of this size that can offer the services it does, and not utilize tax levy to support its operations. Many city-owned community centers/recreation centers have some tax levy support, with a common split being 60% coming from revenue generated from the facility and 40% being supported by a property tax levy.

Because the Chaska Community Center has not relied on any tax levy for support, it has had the effect of being a significant factor of what has kept our General Fund tax levy low. This has occurred financially by the CCC taking on many of the City's recreational functions that would normally be covered in other communities by tax levy support. This is especially true for the expense of Recreation Staff members who are providing programming in many different venues outside of our Community Center. While this has provided many efficiencies that have kept our overall City costs for the facility low, over the past 5 years this has become a major limiting factor in the Community Center as the facility has aged and we have not had the cash flow to be able to accommodate all the needed upkeep work on the facility. Since 2018 when we have had some major infrastructure equipment in the Community Center fail, the replacement of these necessary items has caused the CCC Enterprise Fund to run deficits in the Fund.

To put this in perspective, the Statewide average for Park and Recreation expenditures per capita supported from tax levy is $106 per capita. This is for cities ranging in population from 20,000-100,000 residents. In Chaska, our tax levy supported portion of Parks and Recreation was $34 per capita in the 2020 Audited year. This is a large reason we can have such a low overall tax levy in the City of Chaska, while at the same time providing a high level of service to our residents. However, this has become a big

issue within the Community Center, as this facility has in essence subsidized general Park and Recreation services in the community, while at the same time trying to account for all the current and future costs for owning and operating this facility. A key indicator of this has been the fact that the Community Center depreciates by $750,000 without us being able to fund this depreciation. This means that as our asset is consumed, we have not been able to properly reinvest back into the facility to deal with replacing and maintaining key aspects of this facility. This is especially becoming a problem as the Community Center has aged and has forced us to use funds like the Electric Fund to take on some of these necessary expenses.

This is a key factor that we need to take into consideration as we move forward financially planning for this facility's future.

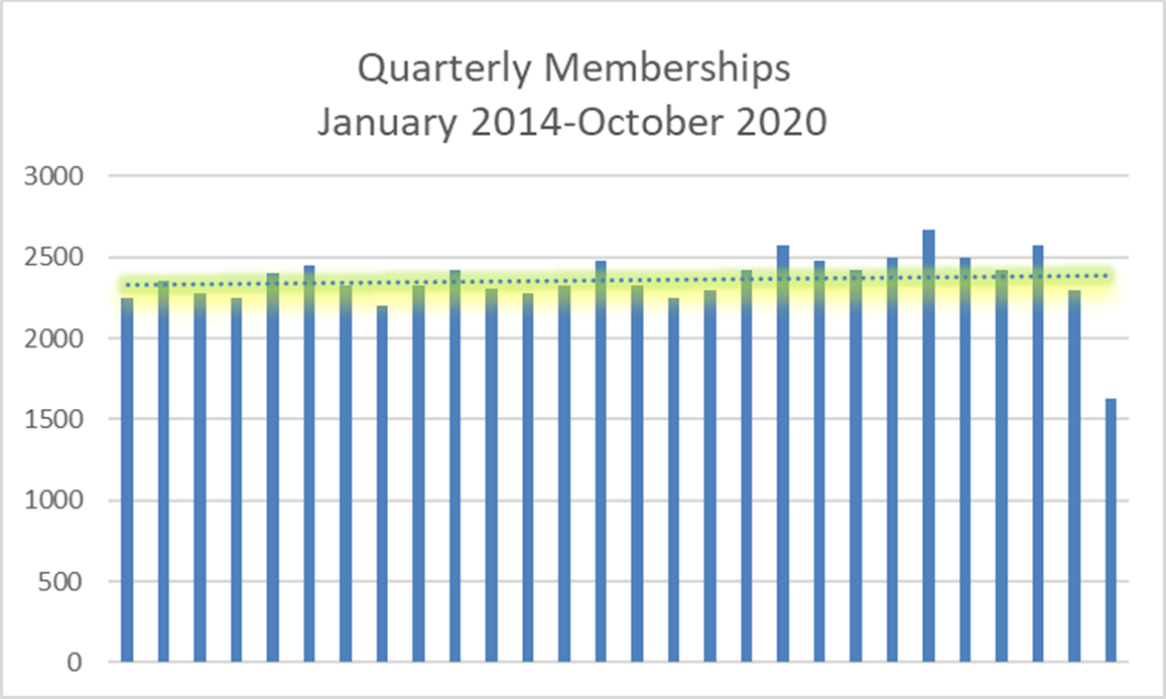
**Impact of COVID 19 Pandemic on Community Center**

Of all our facilities within the City of Chaska, the Community Center has been hit the hardest financially from the impacts of the pandemic. This has been both because we were forced to close our facility through Executive Orders coming from the State of Minnesota twice during 2020 and at the beginning of 2021-totaling 4.5 months of closure throughout the year-but also because we were limited to 25% capacity in the facility in the months that we have been able to be open until early summer of 2021. This has led to not only to several patrons dropping their memberships at the facility but has also led to financial losses from the City needing to extend memberships by the amount of time we have been closed at no additional cost to our members.

Our first closure came in the last week of March 2020, with us not being able to re-open the facility until July 7th. When we did open July 7th, it was at 25% capacity for four major areas of the facility, including the Fitness/Weight Center, Lap Swim, Open Swim, and the Ice Arena. We were only able to hold a limited number of fitness classes, and we were not able to restart any of our Recreation programming, which is a large reason people are members and visit the Community Center Facility. The Community Center once again was forced to close on November 21st and took us into the first couple of months of 2021.

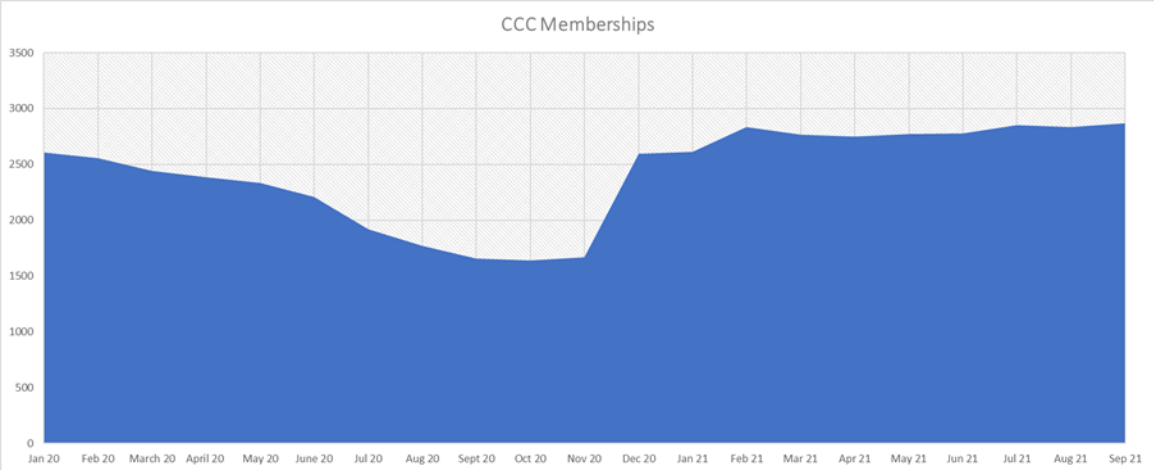
To help control expenditures during this time we had to furlough part-time staff, with our full-time staff moving into the roles of day-to-day operation of much of the facility while we waited to see things get back to normal.

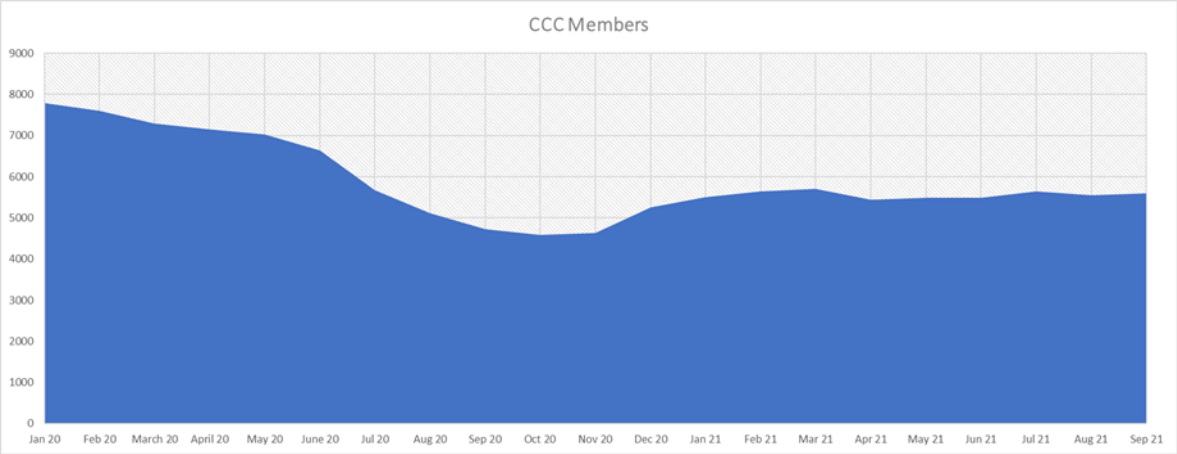
These closures, and patrons generally having a concern about working out in a public space during the pandemic has led not only to a 37.5% loss in membership revenue just based on the amount of time that we have been closed but has also led to a loss of approximately 40% of our members who dropped their memberships until the pandemic was under control. Below is a chart both illustrating where membership numbers were going over the past 6 years, with us seeing them move in an upward direction, but also the impact we have seen over the past 12 months from the pandemic.




Over the course of 2020 and 2021, we saw close to $2.3 million in lost revenue compared to budget. While we had the potential to have to address these losses using our Self Insurance Fund, we did not need to do that as the City did receive an allocation of dollars from the Federal Government for COVID Aid in early 2021. While these dollars cannot go back directly into this fund, we are able to utilize them in other areas of infrastructure development (specifically in our Water Fund) and be able to use the dollars we would have spent in these areas to help support the Community Center as we continue to work to get back to normal.

With vaccinations being available to the public in the late 1st quarter of 2021 and into the 2nd quarter, we did start to see our membership numbers begin to increase again as you can see in the chart below:






These charts follow the progress of both memberships (top chart) and total members (bottom chart) we have seen in the CCC from the beginning of the pandemic until now. As you will see in the charts, while we saw our lowest membership level happen in November of 2020, with us being down to 1,667 memberships (down from the 2,610 total memberships at the beginning of the pandemic. We are currently back to 2,900 memberships, which is a higher number compared to where we were before the pandemic. However, the actual members went down from the high of 7,794 at the beginning of the pandemic to 4,640 in November of 2020 and are now back up to 5,600 members. So, while the memberships are higher, the actual members are lower because we have seen more growth in single memberships at the facility.

With vaccines now available to kids, our hope is that we can start getting back more family memberships at the CCC. We will be taking steps over the course of 2022 to open back up more of the spaces in the CCC that are attractive to families (like the Big Gym) which we think will not only provide greater activity space for kids but will also us to start programing larger space which is another reason people often state for purchasing Family memberships.

While COVID is still an issue that we are dealing with, we think that things are progressing in a positive way, and that we will see improvement in 2022. For that reason, you will see in this document that we plan to use 2019 as a model for what to expect from a revenue perspective, which is very similar to how we budgeted the Curling and Event Center space for 2022.

## Aging Facility Creates Additional Needs

While the COVID pandemic continues to be a concern, there are more systemic issues that we need to plan for and address during this budget year to help properly plan for the future of this facility.

While we have been able to keep our tax levy support of our Parks and Recreation Programming very low compared to other communities, and while the Chaska Community Center has been able to be operationally self-supporting over the years with no tax levy support, this has become much more challenging to accomplish as the facility has aged and major improvements have needed to occur. Just over the past 8 years, we have had to complete over $4.5 million of improvements to our facility to keep it functioning. Most of this work has involved replacing equipment behind the

scenes including items such as our Ice Arena and Pool Mechanical Equipment, with only a portion of this being able to go towards improvements that have been visible and enhanced services for our patrons. Over the time of our first COVID-related closure in the spring of 2020, we were able to utilize our Staff to do many cosmetic improvements to the facility, including painting the entire interior of the facility. We were also able to get improvements completed in the Pool area, with the deck replaced, Caterpillar Slide repaired/repainted, the entire interior room of the pool repainted, and air movement being able to be addressed. The challenge with all these improvements is that most of the costs have had to be able to be covered from other sources, such as our Electric Fund with annually pays for $150,000 of the $275,000 in debt service for these projects because the Community Center has not been able to afford these necessary expenses. These replacements have continued as this past year we had a failure of the original HVAC unit in the main part of the building, which was original to the building.

It should be noted that the Chaska Community Center originally cost us $22.5 million to construct in 1991, and with all the additions we have put onto the facility would be over $50,000,000 to replace if we were to start from scratch. We depreciate about $750,000 of this facility annually and have never had a mechanism to properly reinvest back into this asset with us not being able to afford to fund this depreciation from the Community Center Fund itself. At the very least, our objective should be to fully fund this annual depreciation so that we are able to replace the asset at the same rate it is consumed. With the increased dollars we have had to spend towards building maintenance, and this amount increasing as the facility continues to age, this has impacted our ability both to make the facility operationally self-supporting as we move into the future and to be able to generate cash reserves that can go towards needed facility improvements as it ages.

**Comparison to Other Municipal Facilities**

As mentioned previously, the Chaska Community Center is one of the few City-owned community centers/recreational facilities that does not have any tax levy support and relies solely on memberships and other user fees to support its annual operations. This is true even though a good portion of our Community Center (entire first floor and upper track) does not require a membership or daily admission for entrance.

With its reliance on memberships and daily admissions for support of our operations and reinvestment, it is critical that we price our memberships to be able to meet our current and future needs. This is an area that we have fell behind in, especially when compared to membership fees at other similar City-owned Community Center/ Recreational Centers in the Twin Cities. Below is a recent survey that was completed looking at our Family Membership rates compared to City-owned facilities across the Twin Cities that have the most comparable amenities.

| 2021 Comparable Facilities | Annual Family Membership-Residents | Annual Family Membership-Non Resident |
|---|---|---|
| Eden Prairie | $1,171 | $1,395 |
| Shakopee | $630 | $856 |
| Shoreview | $700 | $880 |
| Williston | $820 | $1,014 |
| Eagan | $973 | $1,103 |
| Average | $859 | $1,050 |
| | | |
| Chaska | $610 | $851 |
| Chaska % of Average | 71.03% | 81.08% |
| Actual Difference from Average | $249 | $199 |

It should be noted that many of these facilities have tax levy support, with the average of membership rates still being significantly lower than our membership rates. With our current Annual Family Membership Rate for residents being at $610, and the average of comparable facilities being at $859 in 2021, we are 29% below the market for our residential membership rates, with an actual difference from average of $249. For our non-residents, our family membership rate is $851 compared to the average of these comparable facilities being at $1,050, for a difference of 19% or $199 annually. It should be noted that for an individual membership at Lifetime Fitness, it is $1,188 for a year, with a basic family membership being $1,788 annually.

As Staff has looked at our current operational needs for the facility, and the Capital Improvements that we are going to need to make over the next several years, this is an unsustainable model to be this far out of the market and will lead to us not being able to properly reinvest back into the facility, which over time will make it more difficult to retain membership at our facility. With the CCC having no property tax support, and rates significantly below market for other City facilities, this will be unsustainable as we move into the future.

## Five-Year Plan for Membership and Admission Fees

As we discussed during our budget process this year, this was an issue that we discussed during the 2020 budget process, with us identifying a five-year target plan for how to get our membership rates up to a point they are more comparable with other similar City-owned recreational facilities across the Twin Cities. As we discussed, with this being a looming issue, if we want to make the Chaska Community Center financially sustainable into the future, it is important that we develop a plan to address our membership and admission/program rates as we move over the next 5-years if we want to be able to fund some of our most basic facility needs in this aging facility. At the same time, the Council identified that it is important that we continue to provide a facility that residents see a financial benefit for being a member, making it an affordable option for all our residents.

During the 2020 budget process, we did discuss that while this is an issue that needs to get addressed, it is one that we can not take on in just one budget cycle, but really needs to be implemented over an entire 5-year budget cycle. The recommendation that was adopted in the 2020 budget was to increase our membership/rates/program fees by 4.5% for 2020 and 7% annually for 2021-2023, with us then being able to get back to a rate adjustment closer to the rate of inflation of 3% in 2024. As we discussed in 2020, if we were to do this, our rates would still be 15.5% lower than the

comparable averages, assuming they make no changes to their rate structures over the next 5-years. In this sense, this plan allowed us to work towards making our facility more financially sustainable over time, while keeping this a considerable value to our patrons compared to other municipal community/recreation centers.

While we did adopt this plan in 2020, and did move forward with the first 4.5% increase in rates during the 2020 budget year, Staff did recommend in 2021 that because of the COVID Pandemic, and the significant impact that has had on the Community Center and our patrons' ability to fully utilize their memberships, that we should delay the second year of implementation of this plan to allow the facility to get back to normal before increasing membership costs. We felt that having a rate increase while we are focusing on that goal, and while there are restrictions on what members can access with there memberships would hamper our abilities to rebuild our memberships and potentially impact us in a negative way with retaining our membership base.

With us now coming out of the worst of the pandemic and starting to open more of our Community Center up to normal activity and having made investments into replacing all our Fitness Equipment over the past month, Staff feels it is important to reinstitute the plan of increasing our membership fees, just as we have done in the Chaska Town Course. For 2022, we are recommending closer to a 6% increase in rates as opposed to the 7% contemplated before. Even with rate adjustments like this, over the remaining 4-year period, if we were to increase our rates as proposed, and the other facilities saw not increase in their rates, we would still be 13% lower than comparable facilities. Assuming they increase by 3% annually, we would be 22% lower than those same facilities. In this respect, we are getting our rates closer to the market and keeping a good value for our patrons. It also allows us to focus on working towards the proper resources to keep our facility in good condition and sustainable over time.

**30-Year Anniversary Visioning Study**

One thing that Staff feels is critical to complete as part of not only these rate adjustments, but to also understand our facility as a whole, is to go through a Master Planning/Visioning Process to both understand where our residents would like to see this facility go in the future, but to also understand what the physical needs of the facility will be and what the financial impacts this vision will have in the future so we can properly plan for it.

With the Community Center's 30th Anniversary being in 2021, Staff has moved forward to commence a Master/Visioning Plan for the facility, looking at what the next 30 years will bring and what we need to plan for to keep the facility both desirous to the public, but also physically and financially sustainable. This planning process would be one that we would want to have user input into to determine what our Patrons would like to see occur in the Community Center going into the future, what services we do not provide that they think we should, what we do provide that they do not see as a high priority, and to come out of it developing a cost estimate and an implementation strategy for how we can work towards these improvements over the next several years. We would see this process not only being an architectural study of the building, but one in which we would engage our City's financial advisors at Baker Tilley to complete a Cost-of-

Service study to be able to develop a financially sustainable plan that can be implemented.

Utilizing a Citizen Task Force as part of this process to get good input and community support of this plan, the goal would be to use this plan to demonstrate a "value proposition" into why as a community we should continue investing into this facility. Though this process, we feel that we can continue to demonstrate that we are a great economic value to our Patrons compared to other municipal facilities, while also demonstrating a pathway to accomplish the improvements our Community Center facility will need, and our patrons will want, over the upcoming years.

This process was officially kicked off at the December 6th City Council meeting with RFPs being released for architectural firms to help guide us through this process, with the Task Force scheduled to start their work in February. We would hope to have this process completed by mid-summer to be able to use in the 2023 budget process.

**Community Center Revenues**

While we are continuing to see improvement in the market, 2022 is going to continue to be another challenging year for the Community Center from a revenue perspective due to the on-going nature of the COVID pandemic. While we have seen our memberships and members build back, we are really going to have to focus on things that attract kids/families we build back our Family Membership numbers.

As discussed earlier in this section, when establishing our 2022 budget, we are using 2019 as a guide for reference, as we are starting to see numbers grow back to pre-pandemic numbers-although we have not seen the growth we would normally see since 2019.

As you will see in the chart below, we would recommend adopting a budgeted revenue number of $4,021,443 for 2022. This would include not only the numbers for where we think we will grow going into 2022, but also includes a loan of $350,000 from the Self Insurance Fund to complete some necessary improvements that will need to occur prior to our Master Plan being complete to keep the facility functionally running in good condition. This $350,000 of revenue we would expect to be able to reimburse back to the Self Insurance Fund once we have a more permanent improvement/financial plan in place coming out of the CCC Master Planning process, and would include work in the following critical areas:

1. Replace Filters in the Lap Pool, moving from a sand filtration to a regenerative media filtration-$150,000
2. Replace the AHU5 Chiller System which provides air conditioning to the Theater/Office addition-$150,000
3. Temporary Roof Repairs to the building (1st of 2 years): $25,000
4. Replace the York Roof Top Unit over Arena #2: $25,000

Total Improvements: $350,000

The total revenue for 2022 is budgeted to be $4,021,443, which is an 28% from 2021. Much of this growth is coming back in the areas that we have seen have to shut down because of COVID the past year, with a particular emphasis on being able to get family activities back into the CCC to be able to help boost our Family Membership plans.

Below is a chart illustrating the Budgeted Revenues for 2022:

While memberships and admissions make up a large percentage of the overall revenue that we see coming into the Community Center Fund, I think it is important to recognize some other significant sources of revenue that help support the Community Center Fund, which fortunately have seen little impact from COVID due to them being dollars generated through leases/agreements for space in the facility, or are annual contributions made through the Electric Fund. Below is a listing of the other key revenues that support the Community Center Facility:

| | *Actual* | *Actual* | *Budget* | *Budget* | | *%* |
|---|---|---|---|---|---|---|
| **REVENUES** | **2019** | **2020** | **2021** | **2022** | **Change** | **Change** |
| *Member and Admis* | *$1,569,760* | $837,117 | $1,126,539 | $1,582,631 | $456,092 | 29% |
| *Community Events* | *$2,370* | $2,528 | $1,500 | $3,060 | $1,560 | 51% |
| *Community Room* | *$62,452* | $22,337 | $25,000 | $50,854 | $25,854 | 51% |
| *Craft Rooms* | *$32,944* | $17,000 | $40,300 | $43,544 | $3,244 | 7% |
| *Fitness Programs* | *$44,674* | $15,275 | $26,000 | $46,250 | $20,250 | 44% |
| *Gym* | *$37,588* | $25,063 | $26,476 | $22,000 | ($4,476) | -20% |
| *Ice Arena* | *$731,717* | $610,794 | $660,198 | $793,551 | $133,353 | 17% |
| *Maintenance* | *$39,586* | $14,576 | $10,000 | $25,500 | $15,500 | 61% |
| *Wellness-PT* | *$27,134* | $8,756 | $15,000 | $30,000 | $15,000 | 50% |
| *Senior Programs* | *$0* | $0 | $0 | $33,000 | $33,000 | 100% |
| *Adult Programs* | *$0* | $0 | $0 | $13,500 | $13,500 | 100% |
| *Teen Programs* | *$3,047* | $2,675 | $3,124 | $5,500 | $2,376 | 43% |
| *Pre/Youth Programs* | *$8,795* | $1,585 | $146,314 | $250,000 | $103,686 | 41% |
| *Swimming Pool* | *$10,078* | $16,525 | $10,876 | $17,214 | $6,338 | 37% |
| *Swim Lessons* | *$100,162* | $24,815 | $75,000 | $130,000 | $55,000 | 42% |
| *Theater* | *$103,556* | $80,567 | $96,000 | $106,743 | $10,743 | 10% |
| *The Lodge* | *$62,384* | $10,265 | $31,494 | $13,000 | ($18,494) | -142% |
| *Birthday Parties* | *$37,455* | $5,005 | $17,700 | $37,740 | $20,040 | 53% |
| *Tot Time Preschool* | *$5,921* | $2,708 | $0 | $2,000 | $2,000 | 100% |
| *Vending* | *$39,967* | $14,573 | $0 | $10,000 | $10,000 | 100% |
| *Misc.* | $281,897 | $404,405 | $91,689 | $335,356 | $243,667 | 73% |
| Total Oper Rev | $3,201,487 | $2,116,569 | $2,403,210 | $3,551,443 | $1,148,233 | 32% |
| Non-operating | | | | | | |
| Self Insurance (CIP) | $0 | $0 | $0 | $350,000 | $350,000 | 100% |
| *The Lodge Debt* | *$181,000* | $181,000 | $181,000 | $181,000 | $0 | 0% |
| *Electric fund* | *$251,000* | $296,000 | $296,000 | $289,000 | ($7,000) | -2% |
| Total Non oper | $432,000 | $477,000 | $477,000 | $470,000 | ($7,000) | -1% |
| TOTAL REV | $3,633,487 | $2,593,569 | $2,880,210 | $4,021,443 | $1,141,233 | 28% |

- St. Francis/Capable Kids-Receive approximately $180,000 annually to lease space on the north end of the building

- Breakaway Academy: $80,000 annually to lease space in the lower level of the building
- Alphabet Junction Preschool: $48,000 per year
- ISD #112: Makes payments to the City of Chaska in the amount of $44,700 annually to support the debt service for adding onto the building to make Girls Locker Rooms for the Chaska/Chanhassen Girls Hockey Program. This continues for 15-years starting in 2020
- Breakaway Ice Program (separate from the school)-Rents approximately $12,000 of space within the Ice Rinks annually for its programming. In addition, they also rent additional ice time that is above and beyond this number
- Electric Fund Transfers to the Community Center to support the following:
    - $100,000 annually since the facility opened in 1991 to help offset the costs of improvements in the building
    - $182,000 annually supporting the Debt Service for The Lodge-debt is retired in 2027. Would plan to keep these dollars in the CCC after debt paid to help support reinvestment back into the facility
    - $150,000 annual support toward the total $275,000 debt service for the Pool and Ice Arena mechanical improvements-debt is retired in 2033. We would plan to keep this in the CCC Fund to help support future improvement projects

Other than these major sources of income, our memberships and admissions, the remainder of our revenue for the facility comes from user fees paid to participate in programs, swim lessons, classes, and purchased from our vending machines.

**Expenditures**

From an expenditure perspective, we are approaching the budget the same way as we are with our revenues, looking to 2019 as a model to help gauge where we think we can get back to in this upcoming year.

If we look at our 2022 expenditure numbers, you can see in the chart below that we would budget planning to have our expenditures in 2022 be $4,383,175. This would represent about a 13.01% increase in our expenditures from our 2021 budget, but close to where we were in 2019. We would anticipate that we would see little changes in staffing, except for combining some functions of Part-time staff to make them more efficient. We would also see the $350,000 in Capital Improvements listed above that need to be made to the facility over the course of 2022.

To help address the financial challenges the Fund will have as we move out of COVID, we are planning that the CCC Fund not make an Administrative Fee payment to the General Fund for use of Administrative Services. Instead, to help the CCC financially as it comes out of the pandemic, we are recommending that the General Fund help take off that burden by shifting two positions into the General Fund (Recreation Programmers) that may better fit in that department going into the future.

While we would have liked to be able to plan to reduce our expenditures by the amount of revenue reduction we expect to continue to see in 2022, we feel that this is not possible if we want to try to keep our membership base as high as possible during the

upcoming year. Unfortunately, many of our costs are fixed costs, and are necessary whether we are running at full capacity or not. To cut some of these services would provide a lesser product to our patrons and could negatively impact us on the revenue side of the budget. This will be a careful balance we will have to watch throughout the entire 2022 year, with us continuing to look for opportunities to reduce costs during the year with it having a little impact on services as possible.

Again, one of our objectives of the CCC Master Plan will be to look at this issue in greater detail and to come up with sustainable ways to keep this facility not only in good order going into the future, but also financially sustainable.

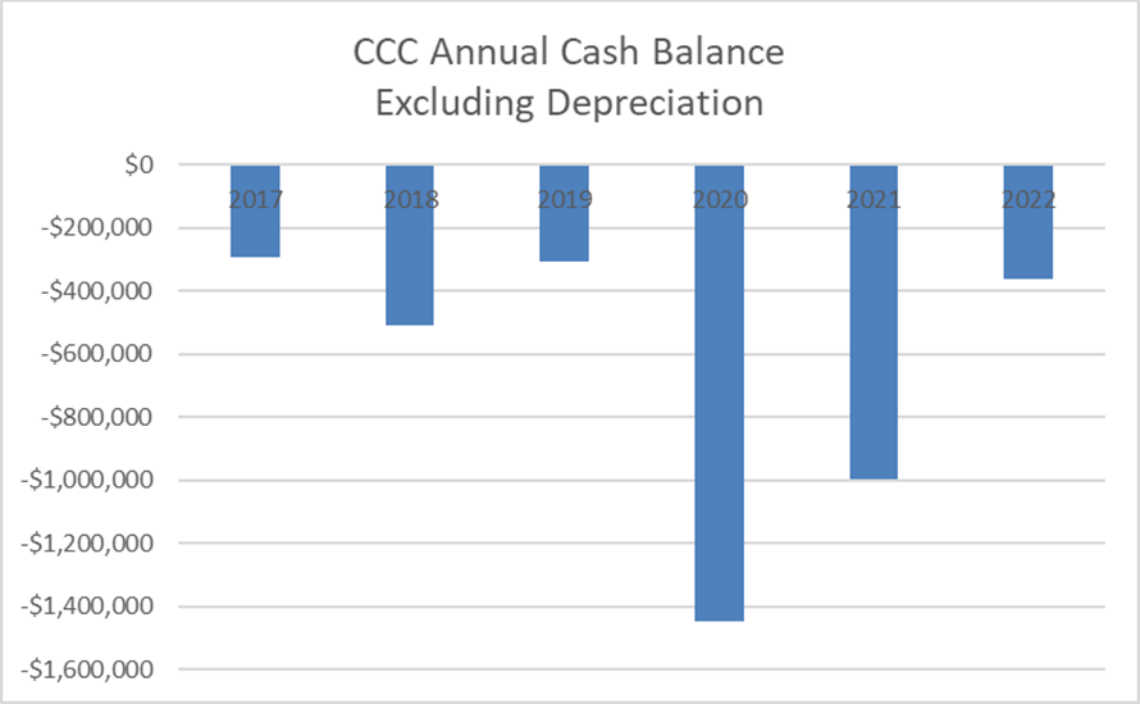
Below is a list of the Expenditures budgeted for 2022:

| | Actual | Actual | Budget | Budget | | |
|---|---|---|---|---|---|---|
| EXPENSES | 2019 | 2020 | 2021 | 2022 | Increase | % |
| Admin | $759,894 | $ 679,033 | $ 654,320 | $ 626,573 | $ (27,747) | -4.24% |
| Events | $4,938 | $ 4,095 | $ 4,396 | $ 5,000 | $ 604 | 13.74% |
| Craft Rms | $11,712 | $ 5,419 | $ 6,846 | $ - | $ (6,846) | -100.00% |
| Well-Studio | $53,652 | $ 61,408 | $ 27,851 | $ - | $ (27,851) | -100.00% |
| Front Desk | $146,669 | $ 158,504 | $ 64,585 | $ 137,433 | $ 72,848 | 112.79% |
| Well- Prog | $34,203 | $ 14,333 | $ 16,794 | $ 19,517 | $ 2,723 | 16.21% |
| Gym | $29,591 | $ 8,676 | $ 10,861 | $ - | $ (10,861) | -100.00% |
| Gymnastics | $14,882 | $ 12,725 | $ 312 | $ - | $ (312) | -100.00% |
| Ice Arena | $224,126 | $ 399,576 | $ 263,464 | $ 296,593 | $ 33,129 | 12.57% |
| Maintenance | $1,247,306 | $1,158,358 | $1,295,492 | $1,259,502 | $ (35,990) | -2.78% |
| Personal Train | $42,924 | $ 19,183 | $ 16,254 | $ 20,177 | $ 3,923 | 24.14% |
| Wellness Add | $123,601 | $ 125,218 | $ 126,933 | $ 190,926 | $ 63,993 | 50.41% |
| Play/Daycare | $106,023 | $ 94,242 | $ - | $ - | $ - | |
| Club Extreme | $86,832 | $ 39,136 | $ - | $ - | $ - | |
| Swim Pool | $408,335 | $ 537,291 | $ 452,560 | $ 491,683 | $ 39,123 | 8.64% |
| Swim Less | $34,539 | $ 15,456 | $ 19,570 | $ 24,604 | $ 5,034 | 25.72% |
| Theater | $13,519 | $ - | $ 7,527 | $ 7,565 | $ 38 | 0.50% |
| Lodge | $130,129 | $ 199,821 | $ 155,497 | $ 4,450 | $ (151,047) | |
| Birth Party | $3,368 | $ 70 | $ - | $ - | $ - | |
| Tot Time | $2,707 | $ 3,360 | $ - | $ 1,800 | $ 1,800 | |
| Gen Facility | $98,345 | $ 68,988 | $ 62,000 | $ 362,060 | $ 300,060 | 483.97% |
| Senior Programing | $0 | $ - | $ 8,501 | $ 166,582 | $ 158,081 | ####### |
| Adult Programming | $0 | $ - | $ - | $ 9,826 | $ 9,826 | |
| Teen Programming | $102,984 | $ 5,782 | $ 1,774 | $ 16,051 | $ 14,277 | 804.79% |
| Prescl/Youth Program | $6,001 | $ 1,857 | $ 177,446 | $ 239,379 | $ 61,933 | 34.90% |
| Vending | $19,663 | $ 6,414 | $ 10,000 | $ - | $ (10,000) | -100.00% |
| Depreciation | $748,506 | $ 766,015 | $ - | $ - | $ - | |
| Debt Service | $153,605 | $ 308,521 | $ 504,070 | $ 467,750 | $ (36,320) | -7.21% |
| Other | $ 79,561 | $ 114,905 | $ (8,501) | $ 35,704 | $ 44,205 | -520.00% |
| Expenses | $4,687,615 | $4,808,386 | $3,878,552 | $4,383,175 | $ 504,623 | 13.01% |

Based on our forecasted Revenues and Expenditures for 2022, we are estimating that the facility will have a deficit of just over $350,000. If we would have a deficit in 2022, we would plan to cover that through the Self Insurance Fund, which would have sufficient funds to cover this deficit. As mentioned previously, while we had planned on using the Self Insurance Fund as a backup if Federal Assistance did not come through

in 2021, we did not have to do that as we were able to receive dollars to the City very close to the losses we had experienced.

Below is a chart that illustrates what happens over the 5-year period to Fund Balances. After our Master/Visioning Plan is completed in 2022, we will have a better sense of other actions we will need to take over the next several years to continue to move this in the right direction.




As you can see above, the deficit over 2020 and 2021 year can be covered by the Federal Aid, while us still being able to cover the deficit we experienced in the Curling and Event Center Fund due to COVID. While this takes care of immediate needs, we will have to focus in our Master Planning efforts to look at this sustainability over time so that we can properly reinvest back into this important facility in our community.

# Town Course Budget

*The mission of the Chaska Town Course is to develop and operate a quality municipal golf course serving as a community recreational resource and as a community gathering place, that is viewed as a top public golf course facility in the Twin Cities, helping also attract visitors to our community.*

In developing the course's annual budget our objective is to provide adequate resources to meet this mission by maintaining a high-quality golfing experience from both a maintenance and customer service perspective. An objective during our budgeting process has also been to position the Town Course in such a way that we attempt to generate enough profit to have reserves to keep up with our necessary capital replacement program at the Town Course to keep it running as a high-end facility.

As we look into the future, this will be the largest single challenge of the course as it has historically been able to operate as a self-sufficient golf course from an operational standpoint but has had much more difficulty being able to generate a sufficient amount of reserves to cover all future depreciation costs. This has been true industry wide, as the number of U.S. golfers peaked in 2003 at 30.6 million and dropped to 24.3 million in 2019, according to the National Golf Foundation. This number has dropped approximately 1.9 million golfers between 2012 and 2017 but has increased slightly by 500,000 between 2017-2019. One positive trend that we have seen in the industry that has come out of COVID is the continued increase of golfers coming back to the game. In just 2020, the number of golfers increased an additional 500,000 players in one year, getting the total up to 24.8 million. While the Chaska Town Course has remained relatively consistent in rounds per year since its opening, it is a national trend we must pay attention to as we are still down industry-wide approximately 6 million golfers from its peak in 2003.

With that being said, the Chaska Town Course has been an extremely popular facility for the City of Chaska and has continued to have a high number of rounds. At the same time, it has kept a high maintenance standard to allow it to be considered a high-quality golf course facility. The Chaska Town Course has continued to be a popular destination not only for our residents, but for patrons from across the Twin Cities market. This has resulted in us averaging about 31,000-32,000 rounds of golf per year, with the past two years seeing rounds of approximately 40,000 rounds.

The larger economic challenge the Chaska Town Course has experienced, especially over the past decade, is the shift in makeup of the patrons who golf at this facility. When the Chaska Town Course first opened in 1997, over 70% of the rounds that were played at the course were by non-resident golfers, with around 30% being made up of Chaska residents. As the community has continued to grow, and as people moving to the area have recognized the benefit of moving to Chaska as opposed to surrounding communities because of our resident Town Course discount, this patron makeup has

moved to be approximately 50% resident play, with only 50% coming from outside of the community. As we finish up the 2021 golf season, we can see that the actual percentage was 48% residents, with 52% non-residents playing the course. This was like what we saw in 2020. While this has been great for our mission of making the Chaska Town Course a premier community gathering location for our residents, this has been a very difficult financial transition for the course as our resident discount has peaked in 2019 at around 40% from the regular rate that non-residents pay.

While we think it is important to keep a resident discount in place as we go into the future, it will be much more important for us to look at exactly what this discount is, as having 50% of our golfers continue to have this level of discount will not be financially sustainable. This is something that was discussed during the 2020 budget process and which we discussed with some of our most-loyal patrons prior to the 2021 budget process to identify a pathway to address this issue while still providing a benefit to our resident golfers.

*2021 Chaska Town Course Season*

As with all our City operations, COVID 19 had impact on the operations of the Town Course during 2021 as it did in 2020. Unlike our other funds, the impacts of the pandemic on the Town Course were not negative, with us experiencing a growth in usage at the Course as patrons saw golf as a safe recreational activity that could be done during the pandemic with it being outside and naturally socially distanced from large numbers of people.

As we discussed during the budget process last year, we were uncertain what type of an impact we would see from the pandemic as an Executive Order from the Governor required us to close the Town Course during the Spring of 2020, with us not opening until the third week of May. This was especially concerning as we were just coming off two seasons (2018 and 2019) where we saw significantly less rounds during the season due to poor weather conditions in both the spring and the fall. In both years, we had only 29,500 rounds compared to our average 32,000 rounds, with each of these years loosing close to $100,000 each because of the reduction in play.

While the uncertainty of 2020 could have made this another difficult year, we saw exactly the opposite occurring, with us recording the largest number of rounds ever played at the Town Course in one season at 38,550. This high number of rounds was achieved even though throughout the season we had to create larger gaps between groups teeing off because of social distancing requirements, and with us not allowing carts at the beginning of the season due to concerns of contamination with multiple people in a cart. In 2021, with the Town Course not being required to close at any time during the season, we actually saw our rounds increase once again, with the CTC reaching approximately 42,500 rounds, setting a course record for the number of rounds for the second year in a row.

We found in both 2020 and 2021 that two factors greatly influenced the success of the Town Course during these seasons. First, we had very good weather the entirety of both seasons, with it being both hot and dry both summers. That meant that we had very few days that were complete washouts. At the same time, with less people

traveling because of COVID, we had more people staying close to home that were looking for a safe, outdoors activity that was close to home. This factor brought more patrons not only to the Town Course, but to all courses throughout the State and Country. As mentioned previously, the golf industry in general has grown by over 1,000,000 golfers since 2017, with 500,000 of those coming after COVID began. When we complete financials for the 2020 year, we expect that we will see another growth in fund balance of between $400,000-$500,000, which is like what we saw in 2020.

*Depreciation Funding-Continued Reinvestment into Facility*

With the refinancing of our TIF District #4 in 2008, we did put the Town Course in a better position to accumulate cash reserves, as it did not have to directly support the remaining years of debt service for the course anymore. In 1997, resources from TIF District #4 were the main financial resource that allowed us to construct the course and contributed towards our debt service on the course until all debt was repaid with the Closing of TIF District #4 in 2014. It was planned that the refinancing of this District in 2008, and once again in 2011, would provide us with sufficient resources to pay off the initial capital construction cost debt at the Town Course from the TIF funds, thus allowing the Town Course to take any annual profits and accumulate reserves in this Enterprise Fund. This is what we experienced as the golf course debt was retired with the closing of TIF District #4 in 2014.

While these resources have taken the need away from the Town Course to contribute directly towards its annual debt service from its initial construction, the Town Course has continued to meet the annual operational needs of the course but has continued to struggle to generate significant reserves to go towards its future capital replacement needs.

To illustrate this, each year the Chaska Town Course has approximately $450,000 of annual depreciation cost, which is what we should target to build in cash reserves each year to support future reinvestment/improvements into the course. This depreciation represents the monetary value of how much of the Town Course asset we consumed during this past year. If we do not fund this depreciation, we are not adequately putting back into the course what we take out of it each year. It is a good target for us to use to determine what we should be funding on an annual basis to put back into improvements on the course, or to fund to help support the cost of improvements when they are necessary.

In our audited financial statements from 2019, the Chaska Town Course showed that it we included Depreciation as a cost, the Course's net Cash Position for the year was ($400,458). With Depreciation in that year being $449,264, this means that from an operational standpoint, we ended the year in a positive position with a cash profit that year of $48,806. In 2018, with a very bad weather year and golf rounds down significantly, the net cash position for the year was (483,000) and our depreciation cost was $453,000, meaning that we came very close to covering all our operational costs even during a bad year.

While meeting these annual operational costs is a positive, over time this will be an issue if we do not have enough money built in to fund future improvements. This is a

big reason we must make sure that we keep on top of monitoring our rates going into the future, so that we do not slip too far behind market and make it difficult to reinvest back into the course. It also makes it even more important for us to focus on the large gap between resident and regular rates (37% discount), with close to 50% of our rounds now receiving that discount. This will make is difficult in the future for us not only to meet our capital reinvestment needs, but also our operational needs as that resident percentage continues to get higher as we would expect it would in a growing community.

One positive impact of COVID, as mentioned previously, is that we have seen rounds of play increase significantly. Because of that, we have seen in both 2020 and 2021 the ability for our Depreciation to be funded, while also still being able to add to our Fund Balance. In 2020, we saw our fund balance increase by approximately $100,000 after depreciation was funded, with 2021 expected to both fund depreciation and add approximately $200,000 to the Fund Balance. This increase in 2021 was due not only to additional rounds being played, but also because we started addressing the resident vs regular rates, decreasing the discount that our residents receive.

As we discussed during the 2020 budget process, this is an issue that Staff continues to look at to determine the best way to move forward with generating the reserves necessary to support these future capital replacement needs without having to contribute any property tax subsidy. Meeting our financial needs without property tax support is particularly important in the Chaska Town Course Fund, as only a relatively small portion of our residents golf (8% report that upkeep of the CTC is Essential, with 35% reporting upkeep as Important in our last Community Survey) and it would be more difficult to recommend using tax dollars to support this operation when less than a majority of our residents are utilizing this facility.

That is not to say that a significant amount of maintenance work has not been done annually to keep our existing assets in as good of shape as possible. In 2018 and 2019, we included approximately $200,000 in work to replace the sand and drainage system in our bunkers to help improve the play on the course. In 2016, we also made a significant reinvestment back into the kitchen of the Clubhouse to make it more usable for Oak 19 to operate their business, which has been very successful. We also make sure that we are regularly replacing our maintenance equipment, which has a large impact on the condition of the course daily. We have also been reinvesting back into our Cart Paths through overlay efforts taken on by our Public Works Department. However, as we move further into the future, we will have to start looking at assets such as our Clubhouse facility and how we rehabilitate them to address the toll that many years of service will put on a building and on the course in general.

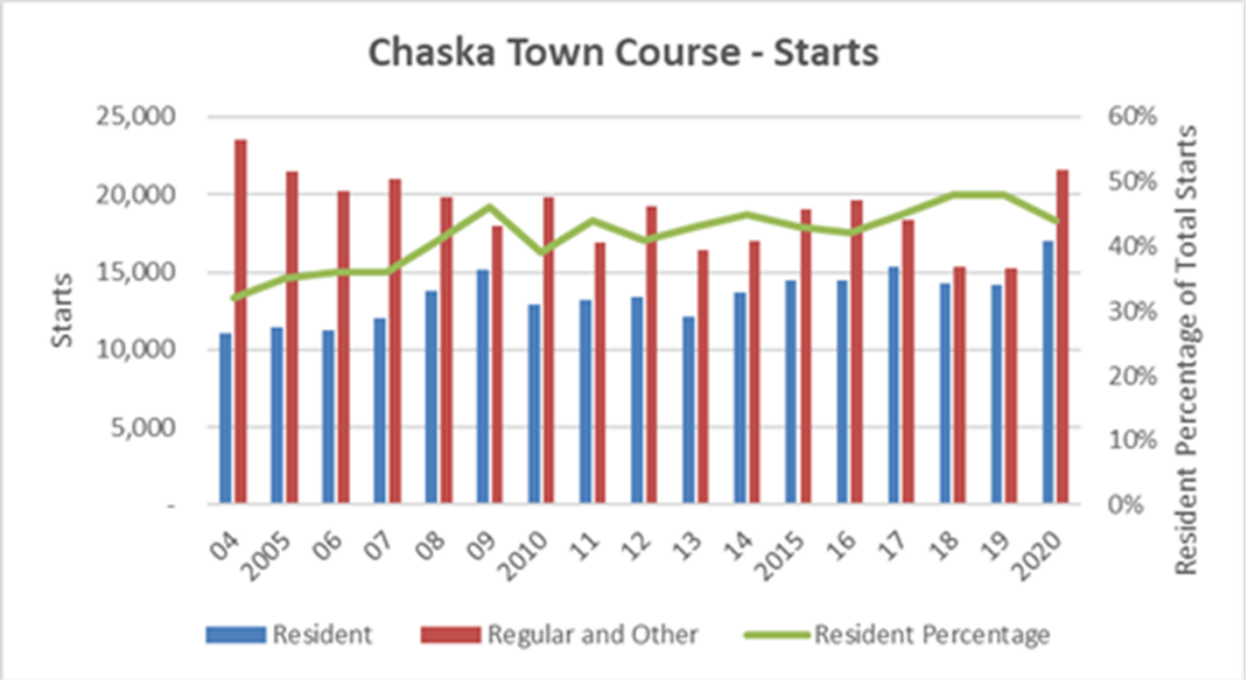
As we look at this, we will have to be cognizant of the market of other golf courses in the area, so that our greens fees do not make it difficult to compete with these other courses. We will not be able to address this issue only through rate increases, as too large of an increase could have the effect of dropping rounds played and making revenues drop, as golf patrons are sensitive to prices changes and do have several choices in the area of where to take their business. This is especially true with our non-resident golfers, where our rate has been very close to the average of high-end golf

courses over the years. Addressing reinvestment back into the course, while also being sensitive to the market of choices our patrons have is a balancing act we will have to continue to closely monitor to strike a good balance going into the future.

*Resident vs Regular Rates*

As discussed above, the largest item that Staff focused on while putting together both the 2020 and 2021 budgets for the Chaska Town Course was looking at the split between resident and regular play at the Course. As mentioned previously, when the Town Course first opened, approximately 70% of our rounds came from non-resident play. As our community has grown, we have seen this non-resident regular rate play drop to approximately 50%. While this has been great for meeting our mission of having this be a premier community gathering location, it has made it very difficult from a financial perspective to keep the Chaska Town Course financially sustainable going into the future with our residents now seeing close to a 40% discount from our regular rates. Having over 50% of our patrons see this deep of a discount is not something we can continue to do if we want to have this course be both operationally self-sustaining and be able to reinvest back into the course as it ages.

Below is a chart illustrating the changes we have seen in resident vs. non-resident play since 2004 to illustrate the changes we have seen:




In examining this issue, Staff committed to meeting with resident patrons of the Chaska Town Course to both educate them on this issue, but to also get their feedback on how to structure our rates going into the future so that residents still feel they are receiving a significant benefit for having this asset in their community, but also being cognizant of how changes can positively affect the financial sustainability of the Chaska Town Course going into the future.

This discussion with regular resident patrons occurred in January 2020 and resulted in a significant amount of good feedback that led to the recommendations Staff ultimately

made for where to go with rates over the next few years. Some of the feedback received included:

- They understood the importance of making this a financially stable facility and understood the changes in demographics we have seen at the Town Course over the past several years
- They felt it was important that we reinvest back into this facility and understood that to do this the course needed to be financially strong
- They understood that a 37% discount was likely too much, but asked that we not let it get lower than a 20% discount
- They understood that not all Chaska residents are golfers and that it would be difficult to expect others in the community to support the course if they saw/perceived no benefit
- While they understood changes needed to be made, they asked that we give special consideration to the residents who are frequent customers of the course
- They appreciated being asked their opinion on this before we just moved forward

Based on these discussions this did help us in developing conclusions on what we should ultimately be targeting for resident discounts when we have fully made changes to our rate structure, but we also recognized that there was a way to provide a better benefit to our most loyal resident patrons, while keeping our highest revenue generating times (weekends) open to maximize the revenue we generate during these times.

Specifically, what we recognized is that our most loyal resident golfers were playing during the weekdays both because they play in a league, but also because most of them play multiple times per week. At the same time, we recognized that the weekend tee times represented a time we have no issues selling, and that we do not typically see as many residents during the weekend times because of how busy it can be.

Based on this feedback from these resident patrons, and from looking at the sales data from the Town Course's history, we were able to generate the following rate recommendations for how we approach structurally changing our rates over the next few years to work towards economic sustainability of this facility. The following are the main components of the recommendation that was made:

- Continue to view this change as a 5-year implementation to allow patrons to ease into this change (we started in 2020 and would complete by 2025)
- With most of our regular resident patrons playing during weekday times, (i.e. Leagues and evenings), provide a greater discount to residents during these times to recognize them for their loyalty and to financially incent them to play during these times so we can keep our higher rates on the weekends when we have no issues selling tee times
- Target that by the end of our 5-year implementation period (2025) that we have resident rates set based on the following guidelines:
    - Target that by the end of the 5-years, our resident discounts are set at 25% of the Regular Rate for Weekdays and 20% of the Regular Rate for Weekends

- Do not allow resident rates to go below the average for local courses (i.e. Dahlgreen, Bluff Creek, Deer Run, etc…) as these are not as quality of a course
- Keep our cart rental competitive with the market for both residents and non-residents

Based on these guidelines, Council did move forward with starting to implement this plan in 2020. 2022 would be the third year of implementation, with our rounds actually increasing significantly during the first two years of implementation. For 2022, the changes to the rates to reflect this plan would be as follows:

- Resident Weekdays: Up $4 to $47 ($68 with Cart)-Represents 27% discount
- Resident Weekends: Up $3 to $56 ($77 with Cart)-Represents 23% discount
- Non-Resident Weekdays: Up $2 to $72 ($93 with Cart)
- Non-Resident Weekends: Up $2 to $78 ($99 with Cart)
- No changes to our Cart Rates-remain at $21 for 2022 as they were in 2021

Moving based on these recommendations would allow us to continue to move towards our goal of resident weekday discount being 25% and resident weekend discounts being 20%, with us still have two more years to implement this overall plan.

Based on this recommendation, below are two charts both showing our rates compared to High-End Courses as well as a second chart comparing our proposed rates to area golf courses:

**Comparisons to High-End Courses**

| Top Public 18 Hole | WD 18 Hole GF | WE 18 Hole GF | 18 Hole Cart | Twilight GF | Twilight Cart |
|---|---|---|---|---|---|
| Edinburgh | $59.00 | $59.00 | $19.00 | $35.00 | $14.00 |
| Stoneridge | $74.00 | $94.00 | $15.00 | $74.00 | $15.00 |
| The Wilds | $79.00 | $79 | $18.00 | $48.00 | $18.00 |
| Meadowns at Mystic | $110.00 | $130 | included | $75.00 | included |
| Rush Creek | $119.00 | $119.00 | $20.00 | $69.00 | $20.00 |
| Troy Burne | $92.00 | $92.00 | $20.00 | $69.00 | $20.00 |
| Legends | $95.00 | $95.00 | $15.00 | $70.00 | $10.00 |
| Average | $89.71 | $95.43 | $17.83 | $62.86 | $16.17 |
| Average (less High/low) | $90.00 | $95.80 | $18.00 | $66.00 | $16.75 |
| ***CTC Non-Resident*** | ***$72.00*** | ***$78.00*** | ***$21.00*** | ***$55.00*** | ***$16.00*** |
| ***CTC Resident*** | ***$47.00*** | ***$56.00*** | ***$21.00*** | ***$42.00*** | ***$16.00*** |

**Comparisons to Area Golf Courses**

| Local 18 Hole | WD 18 Hole GF | WE 18 Hole GF | 18 Hole Cart | Twilight GF | Twilight Cart |
|---|---|---|---|---|---|
| Ridges Sand Creek | $40.00 | $45.00 | $16.00 | $30.00 | $9.00 |
| Stonebrooke | $74.50 | $82.50 | included | $64.00 | included |
| Deer Run | $59.00 | $59.00 | $17.00 | $40.00 | $10.00 |
| Dahlgreen | $43.00 | $46.00 | $19.00 | N/A | N/A |
| Bluff Creek | $45.00 | $51.00 | $17.00 | $38.00 | $11.00 |
| Average | $52.30 | $56.70 | $17.25 | $43.00 | $10.00 |
| Average (less High/low) | $49.00 | $52.00 | $17.00 | $39.00 | $10.00 |
| ***CTC Resident*** | ***$47.00*** | ***$56.00*** | ***$21.00*** | ***$42.00*** | ***$16.00*** |

*Revenue Projections for 2022*

Based on the changes that we are recommending for rates next year, for 2022, we are forecasting total revenues of $3,030,400. This compares to the actual revenues we expect for Year-End 2021, which was $2,967,644, for an increase of 2.11%. As discussed previously, 2020 was a very good year for golf, with us seeing over 38,500 rounds. 2021 was also a very good year, with us seeing approximately 42,500 rounds. Typically, we would budget for approximately 32,000 rounds. While we have seen these rounds be significantly higher over the past two years, we do not feel that we should budget to those high numbers as it is uncertain what was the largest driver of this increased usage. However, we do think it is prudent that we add some rounds to the budgeted revenues, as the Golf Industry in general has grown significantly over the past 4 years, adding almost 1,000,000 players back. For this reason, we are recommending budgeting based on 34,000 rounds being played in 2022.

Based on this assumption, along with the proposed rate increased for 2022, the total 2022 revenues would be budgeted to come from the following sources:

| | Actual | Budget | Expected | Budget | Change | % change |
|---|---|---|---|---|---|---|
| *Revenues* | 2020 | 2021 | 2021 | 2022 | w/expect | w/expect |
| Green fees | $ 1,690,448 | $ 1,464,000 | $ 1,877,049 | $ 1,664,000 | $ (213,049) | -11.35% |
| Driving range | $ 138,449 | $ 125,000 | $ 165,045 | $ 155,000 | $ (10,045) | -6.09% |
| Member fees | $ 54,021 | $ 75,000 | $ 78,134 | $ 75,000 | $ (3,134) | -4.01% |
| Sale of supplies | $ 252,219 | $ 250,000 | $ 310,842 | $ 258,000 | $ (52,842) | -17.00% |
| Concessions | $ 41,873 | $ 40,000 | $ 78,134 | $ 80,000 | $ 1,866 | 2.39% |
| Cart rental | $ 339,833 | $ 356,000 | $ 440,124 | $ 437,000 | $ (3,124) | -0.71% |
| Misc | $ 52,179 | $ 20,700 | $ 18,316 | $ 361,400 | $ 343,084 | 1873.14% |
| Total revenues | $ 2,569,022 | $ 2,330,700 | $ 2,967,644 | $ 3,030,400 | $ 62,756 | 2.11% |

*Components of the Chaska Town Course Revenue*

A key revenue assumption for the CTC is the green fees schedule, as the greens fees do generate approximately to 64% of our revenue. Our strategy has been to have green fees for non-residents consistent with the market for other high-end public courses, while at the same time offering a course for our residents of higher quality and challenge compared to any other area course, at a price that is very competitive. As mentioned previously, based on our efforts to reduce the resident discounts to a reasonable amount over a 5-year period, but to do this in a way that benefits our most loyal Town Course patrons by providing a greater resident discount on weekdays, we are recommending the following rates for the 2022 budget:

- Resident Weekdays: Up $4 to $47 ($68 with Cart)-Represents 27% discount
- Resident Weekends: Up $3 to $56 ($77 with Cart)-Represents 23% discount
- Non-Resident Weekdays: Up $2 to $72 ($93 with Cart)
- Non-Resident Weekends: Up $2 to $78 ($99 with Cart)
- No changes to our Cart Rates-remain at $21 for 2022 as they were in 2021

Based on this, the projected Green Fees revenue for 2022 would be $1,664,000, which would be a decrease of 11.35% from the actual 2021 Greens Fee Revenue. This budgeted revenue is a decrease from our actual in 2021 because we do not think that it would be prudent to budget at the 42,500 rounds we saw in 2021. We think it is much more reasonable to expect that we would see rounds closer to 34,000.

For the first several years the Town Course was open, we averaged cart rental revenues in the range of $150,000 to $175,000, with 22% to 24% of golfers renting carts. In 2006 we modified our cart policy to permit carts off the cart path. At that time, we purchased a new set of carts equipped with a GPS system. This system allows us to remotely control the carts so they do not go in areas that would be detrimental to the condition of the course. The system was implemented in 2006 and increased cart revenues to $212,000.

In 2018 we purchased a replacement fleet of carts, and included enhanced GIS features, to help keep up with our demand for services on the carts. For 2022 we are once again anticipating that 40% of patrons will continue to utilize a cart, as we have seen over the past several years, and we are recommending that we do not increase this rate for 2022 as we just made a change to this rate in 2021. Based on this, the total revenue in 2022 for cart rentals would be $437,000.

Through our twenty years of operation, the driving range has been a popular element of the facility. One attribute contributing to the success of our driving range is the size of the practice facility, being one of the larger driving ranges on golf courses in the area. For projection purposes, we have assumed that 20% of golfers will use the range before playing and an additional 40 persons per day will come to the facility solely to use the practice complex. Range revenues did come in at $165,045 for 2021. For 2022 we are proposing that we budget the number of $155,000, as we do not want to make our budget assumptions off the past two high years.

Pro Shop sales have continued to be strong. In fact, in 2022 we completely sold out of our merchandize that we purchased for this golfing season. Our expected Pro Shop sales in 2021 was $310,842. In 2022 we are proposing a budget of $258,000 for Pro Shop sales, again assuming that we cannot keep the record-breaking pace going into a third year.

A key service element of the facility is the provision of a quality food and beverage operation, while at the same time assuring that this element does not become a financial drain on the operation. In 2016, we changed vendors, as Charlie's Grill had its final year of operation in 2015. Charlie's set a new bar for expectation of our food service at the Chaska Town Course, which was important for us to keep or improve with the new vendor coming into the facility.

After completing an RFP Process, the City Council did choose to go with the new vendor, Oak 19 Grill. While the Town Course did have to undergo approximately $150,000 in upgrades to the kitchen prior to the 2016 season to be able to handle a new vendor come into the facility, and to increase offerings to our Patrons, Oak 19 has been a very positive addition to the Chaska Town Course, as we illustrated through their record-breaking first and second years of service. In 2016, Oak 19 had over $650,000 in sales, making it the highest grossing year for food service in the Town Course's history. We saw very similar sales occurring during the 2017 season. In 2018, despite not being able to open the entire month of April because of weather, they still were able to exceed their budgeted revenue to the City and had the peak months during the summer be record sales for them over the past 3 years. In 2019, despite the less-than-ideal weather conditions, they continued to exceed our budgeted revenue for the facility, based on our revenue-sharing lease agreement. In 2020, although restaurants were closed at the beginning of the season, they did see a very successful year, with them shifting to a model where patrons order at the Counter and have their food delivered to them. This allowed them to have more control over service to reduce exposure issues for Staff and Patrons but also ended up being a very popular service delivery model change that they have kept in place the last two years. Staff have continued to see very positive reviews from patrons on both food and beverage service in the Clubhouse, along with beverage cart service on the course.

Oak 19 did have their lease renewal last year, which not only increased the number of years they will be at the facility, but also changed the percentage that we charge for rent to be more responsive to market changes. The new lease has them paying a straight 6% of total revenue based on both their alcohol and food sales. Based on this, we are going to be bringing back a lease renewal that will recommend making their revenue share be 6% of all food and beverage for this next renewal period. 2021 was the first year of this change, with the restaurant earning close to $80,000, which was above the $40,000 we budgeted. And even though our percentage for alcohol went down in the new lease structure, we saw the revenue be significantly greater than the $41,873 that was generated in 2020. We are budgeting $80,000 for lease revenue from the restaurant for 2022.

**Operating Expenses**

For the Chaska Town Course to be considered a high-end public facility, the turf maintenance needs to be a very high priority. During the past few Golf Seasons, we had some of the best turf conditions since our course opened, especially in warm/dry years like we have seen the past two summers. This has been confirmed in feedback we have received from golfers in our surveys and helped continue to drive patrons to our course during the summer of 2021. This is also something that we confirm through our Decision Resources Community Survey, which we just completed a little over two years ago. 92% of the respondents rated the upkeep/maintenance of the Chaska Town Course positively.

To accomplish the objective of having high-quality turf we have attempted to establish a maintenance budget that will permit adequate resources for above-average maintenance. The key, though, to achieving this objective is attracting and retaining

high quality dedicated personnel. It is imperative that our full-time personnel not only have the technical capabilities to maintain a high-level facility, but also (and possibly more important), have a true ownership in the course and a commitment to the facility's quality.

The maintenance staffing anticipates staffing levels the same as 2021, with five full-time Greenskeepers, plus a Superintendent who is responsible for the maintenance of the Chaska Town Course facility as well as the The Loop when it re-opens in the late summer of 2022.

As in the past these full-time positions will be supplemented by eight, six month and six four-month seasonal employees.

The second cost component of the golf course operation is the Clubhouse and its related activities. Our objective is to differentiate the Town Course and Clubhouse operation from other courses through a noticeable difference in its commitment to customer service. Achieving this objective will be significantly affected by the quality, skill and personality of personnel hired to staff the complex. The overall responsibility of the Clubhouse operation is the responsibility of the Club Pro. For 2020, the total Clubhouse expenses that we had were $949,566, with 2021 expenses being $904,245. We are budgeting $973,443 for 2022. This would bring the total Clubhouse expenses up by 7.65% for 2022.

The final cost component that is critical to maintaining a high-quality course is continuing to invest in timely replacement of our maintenance equipment. In 2013, we sold Equipment Certificate Bonds to purchase of the equipment needing replacement on our Equipment Acquisition schedule. The proceeds from that sale went to purchasing our needed equipment replacement for both 2013 and 2014. In 2013, before we sold these Equipment Certificates, we did extend out the life of our equipment at the Town Course, both because the equipment is better quality than in the past, but also to help reduce the long-term costs of paying for maintenance of equipment over the years. This is one of the strategies we have employed to try to reduce overall costs at the Course and help work towards long-term financial sustainability.

At the same time, we have made sure that we replace this equipment in a timely manner, as quality of the course is a key to our success at the CTC. In 2017, we once again sold equipment certificates to help support a purchase we are doing in 2018, which was the replacement of our electric golf cart fleet. The cost for replacing this fleet was $195,000 and was included in the 2017 Equipment Certificate Bonding that was completed. The debt service to support these purchases is $152,000 in 2021.
We do have equipment scheduled to be replaced in 2022, including:

- Fairway Mower-$53,000
- Club Car-$32,000
- Topdresser-$15,000
- Green Triplex-$88,000
- Workman-$29,000
- Sprayer-$48,000
- Reel Grinder-$45,000

- Replacement of 25 batteries for carts that are out of Warranty-$50,000

Besides these equipment purchases, we do have resurfacing of the Cart Paths on Holes 11 and 13 for $75,000 and patching to occur on Hole #9. We will also be making improvements to the Driving range to make it more durable throughout the season, adding a cement strip and pads to drive from in wet times/large events to keep damage on the tee box to a minimum. The cost of this improvement is $40,000.

Total budgeted expenses for the golf course operation in 2022 are $2,860,152, or an increase of 25.83% increase from 2021. This increase is high for 2022 because we have several replacement pieces of equipment that are due for this next year, and we are making the improvements to the driving range and cart paths this next year.

The following is the proposed Expenditure Budget for 2022:

| | Actual | Budget | Expected | Bugdet | Chanage | % change |
|---|---|---|---|---|---|---|
| Expenses | 2020 | 2021 | 2021 | 2022 | w/expect | w/expect |
| Course Maintenance | $809,049 | $1,117,301 | $1,007,282 | $1,507,354 | $500,072 | 49.65% |
| Course Admin/Clubhouse | $949,566 | $868,548 | $904,245 | $973,443 | $69,198 | 7.65% |
| Merchandise | $183,295 | $174,284 | $209,546 | $175,155 | -$34,391 | -16.41% |
| Debt Service (Equip) | $30,009 | $152,000 | $152,000 | $204,200 | $52,200 | 34.34% |
| Transfers Out/Debt Service | $0 | $0 | $0 | $0 | $0 | |
| Depreciation | $469,035 | $0 | $0 | $0 | $0 | |
| Total Expenses | $2,461,971 | $2,312,133 | $2,273,073 | $2,860,152 | $587,079 | 25.83% |

Based on this budget, we would expect to see an increase in the Fund Balance of $170,248, although we hope that this is a conservative number as we have continued to budget a lower-than-average number of rounds played during the year. Given the fact that our Depreciation is approximately $450,000 per year, this does illustrate why it will continue to be important over the next 4-years to continue to implement our changes to resident rates, until we hit our target of a 25% discount for weekday rounds and a 20% discount for weekend rounds, as opposed to the 37% discount that we had prior to making these changes.

# Utility Fund Overview

The Utility Fund Budgets are broken down into separate categories for the City's four utilities: water, sewer, electric and storm sewer. The total proposed budgets for these four utilities have been developed based on the following objectives:

- *Providing the necessary resources for each utility to assure continuation of quality and reliable services to our customers.*
- *Maintaining water/sewer/storm sewer rates competitive with comparable cities.*
- *Maintaining residential electric rates less than comparable rates charged by Xcel.*
- *Maintaining competitive industrial and commercial electric rates compared with Xcel, while also making sure we maintain a system that provides reliability to our customers.*
- *Minimizing drastic changes in utility rates while at the same time maintaining adequate cash reserves for each enterprise.*

As I will discuss in greater detail through this section of the Budget Report, the continued focus in our utilities this year, as it was in 2021, is in the results and implementation of the Cost-of-Service study analysis we completed for our Water, Sewer and Electric Utilities. The purpose of completing a detailed cost of service study analysis for our utility funds is to identify all current and future operational needs of each fund, as well as the timely maintenance of our existing systems and new additions to our system needed for future growth to make sure that we have enough financial resources available to support the sustainability of all our utility systems.

The results of this Cost-of-Service study provide data that can help us in each of our utilities accomplish the following objectives:

- Accurately set our rates (variable costs)
- Accurately set our service charges (fixed costs)
- Equitably set our rate structure to assure that our users are being charged properly based on their usage
- Set rates to encourage desired consumer behaviors to help conserve our finite resources
- Set rates to be able to accommodate all necessary maintenance and improvement activities in the future, ensuring that we have a proper level of reserves available in each fund to make our systems sustainable

The results of a Cost-of-service study gives the City a concrete, data-driven analysis to set our rates precisely to accomplish the objectives we have in each fund. If the quantitative results of a Cost-of-Service study are used to set both our current and future rates, as well as the work plan for when improvements or additions to our

system need to occur, the results can provide confidence to the City that we are planning for a sustainable system in the future while also keeping our rate structure competitive. It can also allow us to plan for changes over a longer period to try to avoid large changes in rates at any given time.

As you will see through a discussion of each of our Utilities in this section of the Budget Report, we did rely on our most recent Cost-of-Service study findings to drive our recommendations this year, and to know how we should look at the next 5-year period. It would be our intent that we complete a Cost-of-Service study every 5 years in each of our utilities to make sure that we are staying current with any major changes that may have occurred in the community that affect our utilities, and to provide our users with a glimpse of what to expect over an entire 5-year period.

I will be talking about the Cost-of-Service study as it relates to each individual Utility Fund throughout this section of the Budget Report as there are different issues and factors that affect each utility. At the end, you will see how we meshed these findings together to try to provide the average user with an overall reasonable overall rate increase for all utilities for 2022, although some utilities may see larger individual changes than others. Below is a chart that illustrates our total increase for all utilities in 2022 for an average user. As you will see, they will experience a 4.08% overall increase, which would result in an actual increase of $6.32 per month for the total utility bill.

| Utility Fund | Units/Month | 2021 Bill | 2022 Bill | Increase | % Increase | | COS Revenue Target |
|---|---|---|---|---|---|---|---|
| Electric (kWh) | 750 | $105.11 | $107.48 | $2.37 | 2.25% | | 2.50% |
| Water (Gal X 1,000) | 4 | $15.20 | $16.64 | $1.44 | 9.47% | | 8.00% |
| Sewer (Gal x 1,000) | 4 | $24.22 | $26.31 | $2.09 | 8.63% | | 7.35% |
| Storm Water | 1 | $10.55 | $10.97 | $0.42 | 3.98% | | 4.00% |
| | | | | | | | |
| Total | | $155.08 | $161.40 | $6.32 | 4.08% | | |

*Water Fund*

As will be discussed in more detail in the breakdown of the Water Fund budget, the City of Chaska did move forward with making some significant changes to the Water Utility rates starting in 2010, as it was found through a comprehensive Water Rate Analysis at that time that the City's water rates were set significantly lower than what was needed both to fund the future maintenance activities of our existing system, and to fund a portion of the debt service on the new Water Treatment Plant. The study found that over the 10-year planning period, that our Water Fund would be $7 million in debt if changes were not made to our rate structure in the short term. Over the course of 2010 and 2011 our rates were significantly changed to get the base closer to where it should be. However, because our rates were so low to begin with, these changes were able to be made while maintaining our rates at a very competitive level compared to our neighboring communities.

Because of the large changes that were made back in 2010 with our first Water Rate Analysis, this allowed our Water Fund to stabilize over the last decade and now allows us in this Cost-of-Service Study to really focus on the fine-tune details of our fund and rate structure to make sure that we are structuring our rates correctly to both meet our

future needs but to also make sure that the cost of our services are equitably spread to users that have the greatest impact on our system.

As we will discuss in the Water Fund section below, the main findings we had in our Cost-of-Service study is that water usage in general has decreased and that too much of our costs have been allocated into our rates instead of our service fees which cover our fixed costs. Consequently, although we do need to increase our overall revenue to meet our long-term financial needs, a lot of change revolves around the reallocation of fees from our rates, which cover variable costs, to our service charges which cover our fixed costs that we incur regardless of how much water is utilized in our system.

As you will see in this year's budget for the Water Fund for 2022, the revenue target established in the Cost-of-Service Study for this year was an overall increase of 8% in total revenue to the fund. Based on that target, this would require an increase in our overall rates by 9.47% for our average residential users, which equates to $1.44 per month. Out of that overall rate increase, about 3.4% would come from the actual increase to the rates (variable costs) with the remainder of the increase coming in our Service Charge (fixed costs). So, while the overall increase is 9.47%, what the Cost-of-Service study allows us to do is to properly allocate our charges to the right place so that we are properly covering both our fixed and variable charges in the fund.

The other major change that we continued to discuss this year is the decrease in overall water usage that we are seeing in our community, and how that requires us to change our tiered rate structure to assure that we both have it structured in a way that encourages water conservation, but also that it puts more of the burden on our water system on those who choose to use more than the average user in the community. When we initially established our tiered water rate structure in 2010, the average residential user in the community utilized 7,000 gallons per month. That number has gone down to 4,000 gallons per month. As a result, in 2021 we changed our tiers in for rates in the Water Fund to make sure that we were not rewarding users that utilize more than what the average user should use. In this way we are helping to meet our goal of setting our rates in such a way that it encourages the types of conservation we desire to help preserve our limited water resources.

*Electric Fund*

From an electric fund perspective, our total rates in 2021, including the Energy Adjustment Clause, averaged 7% lower than Xcel for residential customers and very similar compared to MN Valley Electric Cooperative. This result is about 2% lower than the 9% difference we saw in 2019. However, we will once again see these rates start to diverge from each other as Xcel recently requested a 3-year 21% increase in rates from the State Public Utilities Commission, with their initial interim rate being over a 9% increase from 2021. Xcel and Minnesota Valley are our main competitors. It should be noted that more than half of the new growth we will see in Chaska over the next 20 years in Chaska will be in Minnesota Valley Electric Cooperative's territory, with them holding most of our new Commercial/industrial load. Having their pricing closer to Chaska Electric will become a strategic advantage from an Economic Development perspective as we see more property develop in our Southwest Chaska Area in the future.

As we will discuss in the Electric Fund Section, our Cost-of-Service study looked at many different factors of our current rate structure. Besides making sure that we can meet all our future maintenance and development needs, and maintain an adequate cash balance in the Fund, the major finding in the Electric analysis was very similar to the Water Fund, in that it found that we are currently allocating too much of our cost to our rates, which cover variable costs, and not enough to our service charges that cover fixed costs. Consequently, the recommendation in 2022 will be that our overall rate to our average customers will go up by 2.25%, although our variable rates will only go up by 1.71%, while most of this overall increase will come from an 8.04% increase in our service charge. The study also recommended changing our Senior Discount to a Senior Credit, which is based on the average users in the system, so that this discount is impacting the right customers in our system (Senior's on a fixed income), and not just providing the discount because someone is a Senior.

*Sewer Fund*

From a sewer perspective, a major factor that drives our cost of service is our charge from Met Council for treatment of our sewage. This is a fee that is charged to all municipalities in the Twin Cities that are on Metro Sewer, which means that we see similarities between Metro municipalities in Sewer Rates due to the treatment being centralized with the Met Council. Our Met Council rate for 2022 is scheduled to go up by 13.2% to $3,072,288. This is a fixed charged that we know before the budget year has begun.

As for our Cost-of-Service study findings in the Sewer Fund, we once again found that our focus needs to be on setting our fixed service charge correctly as we have not necessarily allocated our costs equitably in the past. From the Cost-of-Service Study it is being recommended that we increase our overall rates for the average customer by 8.63%, with the actual usage rates going up by 5.62% ($1.02 increase) and the service charge going up by 17.6% ($1.07 increase). So once again, the focus is on getting that fixed service charge set correctly to make sure that we are recapturing those costs that will occur regardless if someone uses our sewer service or not.

*Storm Sewer*

Finally, with the Storm Sewer Utility, we did not include this in our overall Cost-of-Service study, mainly because this is a relatively new utility and we have been making many changes to this over the past several years to get this set correctly based on the additional information we collect each year we have had this utility in existence. As we have discussed in detail, the activities have continued to increase in this fund, as there are both changing mandates from the State to follow, and heavy rain seasons that have put pressures on our Storm Water System. In 2018, to recognize the increased activities we were having in this fund, and to recognize that the work done in a River community such as Chaska is significantly more than a typical community, the methodology that Staff used to compare Chaska rates changed, with us comparing ourselves to other similar river communities in the State that have similar expenses in their Storm Water Fund. We feel that this has created a more accurate base to compare ourselves. Based on this activity load and comparisons to other similar communities, an increase in rates of 4.00% is being recommended for 2022, which would equate to a $0.42

increase per month. This will keep us competitive with Cities our size and put us on the road to build our cash reserves to desired levels.

Again, based on the changes that are being recommended, which will be discussed in more detail in following sections, below is a breakdown of what a typical resident can expect for rate increases in 2022. As you will see, based on the recommendations above, the average user would see a 4.08% increase in all their Utility Rates for 2022, which translates into an increase of $6.32 in increased costs each month for the average household in the community.

| Utility Fund | Units/Month | 2021 Bill | 2022 Bill | Increase | % Increase | | COS Revenue Target |
|---|---|---|---|---|---|---|---|
| Electric (kWh) | 750 | $105.11 | $107.48 | $2.37 | 2.25% | | 2.50% |
| Water (Gal X 1,000) | 4 | $15.20 | $16.64 | $1.44 | 9.47% | | 8.00% |
| Sewer (Gal x 1,000) | 4 | $24.22 | $26.31 | $2.09 | 8.63% | | 7.35% |
| Storm Water | 1 | $10.55 | $10.97 | $0.42 | 3.98% | | 4.00% |
| | | | | | | | |
| Total | | $155.08 | $161.40 | $6.32 | 4.08% | | |

# Water Fund Budget

As was mentioned above, two years ago the City of Chaska completed a comprehensive Cost-of-Service Study for three of our municipal utilities including our Water Fund. This was a follow up to the study that we completed a decade ago which brought some of the initial changes in our fund to introduce an inclining block rate structure and to get our rates to a point that we could start to build adequate cash reserves in this fund to be able to plan for future maintenance and improvement work that will be needed with our Water System. The intent of this most recent study was to reexamine how things have worked since that initial analysis, and to look at what we need to continue to plan for moving over the next 5-years to meet all our physical and financial objectives within this fund. It would be the plan in each of these utilities to complete a Cost-of-Service Study each 5 years to make sure that we are able to stay current with any changes we see in the fund.

The overall objective of this most recent analysis is:

- Identify all current and future operational needs, as well as timely maintenance of our existing system and new additions to our system needed to support future growth-making sure we have enough financial resources available to support the sustainability of our Water System, and to be able to have quantifiable data to support the accurate setting of our variable rates and service charges that support the fixed costs within our system

**Findings of Water Cost of Service Study**

While a major reason we complete a financial analysis of our Water System on a regular basis is to give us confidence that we are generating enough resources to be able to ensure a sustainable system as we go into the future, another major objective that we try to achieve is making sure that not only are we collecting enough revenue, but that we are generating these revenues in an equitable way. We want to make sure that not only are our users that are trying to conserve water financially benefiting by conserving water, but that we also are setting our fixed charges in a way that makes sure everyone is paying their fair share whether they use the system or not as we do need to make sure it is always available to them whether they use the system or not.

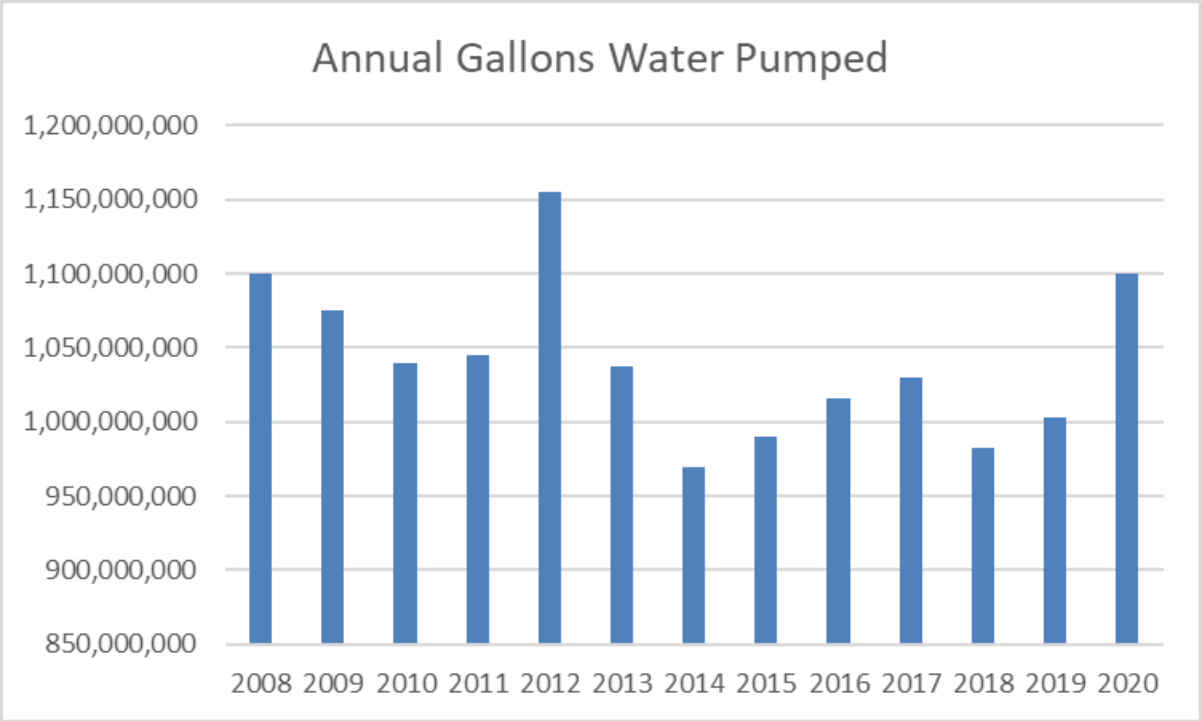
To that end, looking at the rate structures of our Water Utility was a major focus of this Cost-of-Service Study. The major findings of the Water Analysis were:

1. Water consumption by typical users has decreased over the past decade and our Tiered-Rate structure has not kept up with these changes
2. More focus needs to be put on increasing our service charge in the Water Fund, as opposed to our rates, as our fixed charges have not been adequately accounted for in the past

3. Our City facilities are not currently contributing fairly to our Water System costs and we should be changing this to make sure that we are not utilizing the Water Fund to subsidize our other Enterprises within the City

**Water Usage Continues to Drop**

As mentioned previously, one trend that we have seen in water usage over the past decade is the overall decrease in water usage. As the Chart below illustrates, our water usage in 2008 was $1,100,000,000 gallons, compared to the usage in 2020 which was also $1,100,000,000 for the year. While the usage was the same, the number of users in our system was significantly higher, meaning that the usage per person was lower than in 2008.




This decrease in water usage has come mainly because of technology changes that have made water conservation much easier. This includes technology like low flow plumbing fixtures, as well as "smart" technology in lawn irrigation that only waters the lawn when it needs it.

As we are completed our Cost-of-Service Study, one thing that we found is that the average usage of water per household has dropped from around 7,000 gallons per month down to 4,000 gallons per month. While the study did not see a need to change the base rate drastically, it did recommend that we adjust the tiers in our rate structure to make sure that we are still providing a benefit to those who conserve water as opposed to those who utilize a higher-than-average amount. Our intent with our rate structure is that we do not penalize our average users, but that people only pay a higher rate if they are using more than what the average user would consume. The only way we can accomplish this is to decrease our first tier of water rates to capture what that new average has become. This will help ensure that the tiered structure is still meeting its purpose, which is to reward those who utilize an average amount of

water and to disincentivize through higher rates the usage of water above average amounts.

| Current Structure (gallons) | Percent of bills ending in block | 2021 Structure (gallons) | Group | Percent of bills ending in block |
|---|---|---|---|---|
| 0 to 7,000 | 72% | 0 to 2,000 | Small home | 8% |
| 7,001 to 20,000 | 23% | 2,001 to 5,000 | Average home | 42% |
| 20,001 to 30,000 | 3% | 5,001 to 8,000 | Large home | 28% |
| 30,001 to 40,000 | 1% | 8,001 to 12,000 | Some sprinkling | 10% |
| 40,000 + | 1% | 12,001 to 40,000 | More sprinkling | 11% |
| | | 40,000 + | High use | 1% |

As you can see from the chart above, if we kept our current tier structure where we have it now, the first tier would go up to 7,000 gallons per month, which used to be our average use, and would have 78% of our users falling into this first tier. This means that someone could get the rate meant to reward users who use average to less water in their home, although they might use 3,000 gallons per month above the average.

Based on this, and a target of seeing an 8% increase in overall revenue in the Water Fund for 2022, the following is the tiered-rate structure that is being recommended for 2022:

| Rate Tiers (Gallons) | 2021 Rates | 2022 Rates | Percent Increase |
|---|---|---|---|
| 0-2,000 | $2.45 | $2.53 | 3.27% |
| 2,001-5,000 | $2.62 | $2.71 | 3.44% |
| 5,001-8,000 | $2.85 | $2.94 | 3.16% |
| 8,001-12,000 | $3.17 | $3.27 | 3.15% |
| 12,001-40,000 | $3.58 | $3.70 | 3.35% |
| 40,001 & Above | $4.59 | $4.74 | 3.27% |

Looking at other cities across the Metro area, including surrounding cities such as Chanhassen, Waconia, Shakopee, and Carver, they have already made moves to change their tiered system to recognize this decrease in water usage. The change in the tiered structure was something we made in the 2021 budget, and we would recommend continuing this into the future.

**Service Charges Not Set to Support True Fixed Costs**

The purpose of a service charge on a utility account is to make sure that we can capture all those fixed costs that we have regardless if someone uses any water or not. Some of these costs include Utility Billing, our Staffing and equipment costs and the cost of our facilities (i.e. debt service costs on our Water Treatment Plant). These are costs that we have regardless of the amount of water utilized, and to make sure that when people do want to utilize our water system it is available.

What the Cost-of-Service Study found was that we have been putting too much of these fixed costs into our water rates, which are meant to cover our variable costs (i.e. it costs less to treat less water than more water). Also, for just having the water system available, everyone who is hooked onto our system should have to contribute equitably to have access to this system based on the type of user they are.

Based on understanding what all our fixed costs are through this study, and looking at how it should be allocated equitably based on the type of user (i.e. a residential unit should pay less than a large industrial user because they will consume less of our water system), the following chart represents what the study represents for where we should go for our customer service charges.

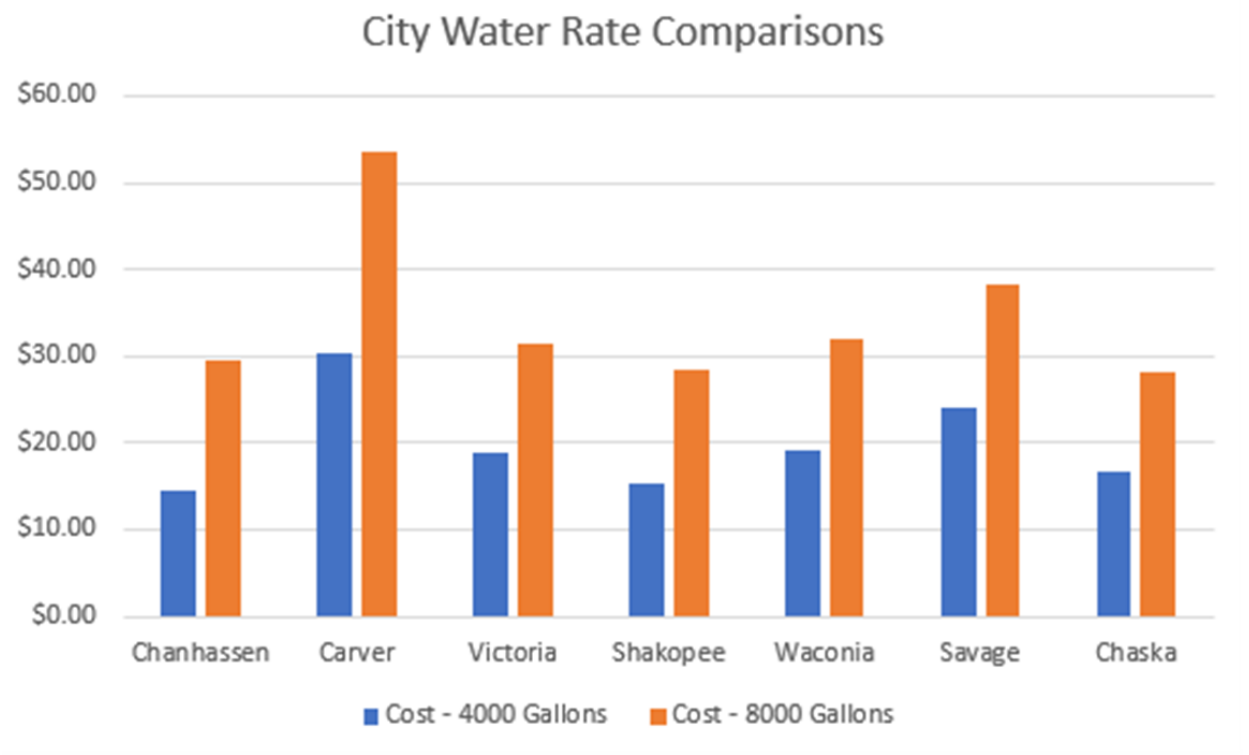
**COS Customer Charge**

| Meter Size | 5/8" | 3/4" | 1" | 1.5" | 2" | 3" | 4" | 6" |
|---|---|---|---|---|---|---|---|---|
| **Total Customer COS** | $ 8.66 | $ 9.18 | $ 13.15 | $ 23.38 | $ 35.07 | $ 123.33 | $ 223.69 | $ 468.39 |
| Total # Meters | 5,812 | 468 | 498 | 299 | 90 | 29 | 11 | 3 |
| | | | | | | | | |
| **5 Year Correction** *($/year change)* | $ 1.10 | $ 1.21 | $ 1.77 | $ 3.61 | $ 5.29 | $ 18.14 | $ 36.41 | $ 81.21 |
| Current Customer Charge | $ 3.15 | $ 3.15 | $ 4.30 | $ 5.35 | $ 8.60 | $ 32.65 | $ 41.65 | $ 62.35 |
| Year 1 (2021) | 4.25 | 4.36 | 6.07 | 8.96 | 13.89 | 50.79 | 78.06 | 143.56 |
| Year 2 (2022) | 5.35 | 5.56 | 7.84 | 12.56 | 19.19 | 68.92 | 114.47 | 224.77 |
| Year 3 (2023) | 6.46 | 6.77 | 9.61 | 16.17 | 24.48 | 87.06 | 150.87 | 305.97 |
| Year 4 (2024) | 7.56 | 7.97 | 11.38 | 19.77 | 29.78 | 105.19 | 187.28 | 387.18 |
| Year 5 (2025) | 8.66 | 9.18 | 13.15 | 23.38 | 35.07 | 123.33 | 223.69 | 468.39 |

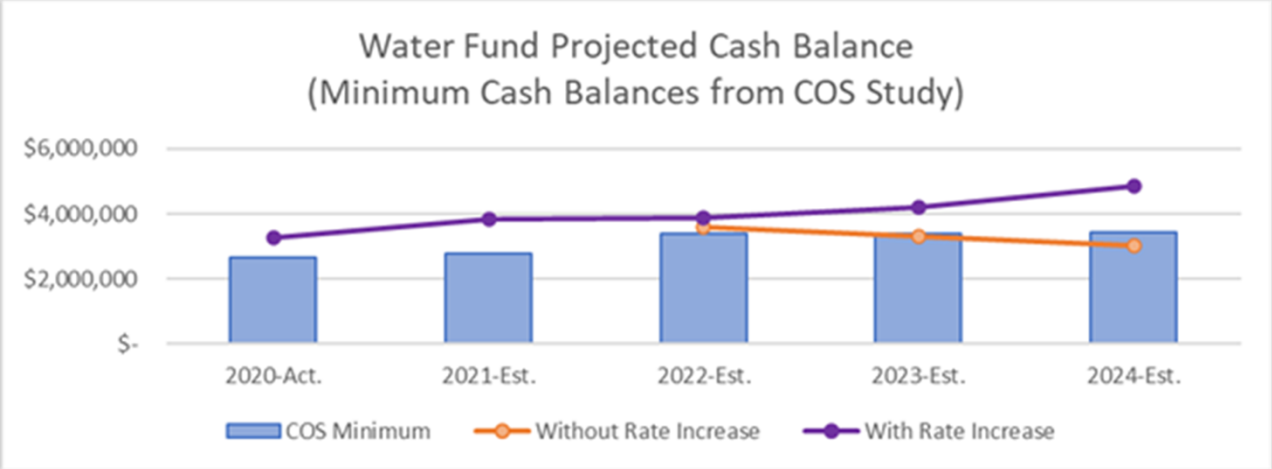
As you will notice, it not only makes recommendations about where we should ultimately be, but also a five-year plan for how to get there to not cause too much change all at one. 2022 would be the second year of implementation of our Fixed Charge. While the study ultimately recommends moving up to $8.66 for the total fixed charge, in 2022 we would recommend taking the second step, which would bring it up to $5.35 per month for the average residential user.

Based on looking at both our tiered rate structure and our fixed costs, while the water bill for the average user is going to go up by 9.47%, this will occur by them seeing approximately a 3.4% increase in their water rates (variable cost) with the remainder of the 9.47% total increase coming from an increase in the service fee costs.

While the Cost-of-Service study does adjust our rates to accommodate our future needs, it does so in a way that keeps our rates competitive with surrounding communities. Below is a chart which illustrates our proposed rate changes (all-in cost) compared to other communities assuming they see a 0% increase in 2022:




It should be noted that in our Cost-of-Service study, that the recommended minimum cash reserve in our Fund at the end of 5-years should be about $3.75 million. While we were projecting last year that we would only be up to about $2.5 million after the 5-years have ended, unusually hot and dry summers in 2020 and 2021 have brought up our cash balances fast than we had anticipated, with us now projecting that we will be at about $4.4 million as illustrated in the chart below:




It should be noted that if we didn't see any rate increase as anticipated by the Water Cost of Service Study that we would not meet those recommended minimum cash balances.

## 2022 Budget

Based on the changes described above Water Fund Revenues for 2022 are budgeted to be $4,380,540 compared to the 2021 budget of $3,930,840, or a 11.44% increase in revenue.

While some of this growth in revenue will come from some increased usage in the community due purely to growth in Chaska, most of the increases we will see in revenue will come from the changes we make to the rate structure which puts a larger burden on those who utilize an above-average amount of water, which is the intent of a tiered-rate structure. The average water user will see an overall increase of 9.47% in 2022 on their bills, with those who have seen lower bills in the past although they utilize a larger amount of water not continuing to see the benefit of getting a lower rate even though they use a higher-than-average amount of water. In this way, it makes sure that our rate system is set equitably and that our average to lower users are not having to subsidize those who use more than an average amount of water.

The major categories of revenues and expenses in the Water Fund as compared to past years are presented below:

| **Water** | Actual | Budget | Budget | |
|---|---|---|---|---|
| | 2020 | 2021 | 2022 | % Change |
| **Revenues** | | | | |
| Metered | $4,850,308 | $3,378,040 | $3,871,040 | 14.59% |
| Other | $74,617 | $46,800 | $44,500 | -4.91% |
| Transfers In | $485,000 | $506,000 | $465,000 | -8.10% |
| Total | $5,409,925 | $3,930,840 | $4,380,540 | 11.44% |
| | | | | |
| **Expenses** | | | | |
| Pumping | $233,074 | $511,970 | $388,282 | -24.16% |
| Treatment | $343,115 | $322,742 | $324,341 | 0.50% |
| Distribution | $825,573 | $901,097 | $1,455,621 | 61.54% |
| Administration | $944,431 | $968,276 | $936,256 | -3.31% |
| Depreciation | $834,491 | $0 | $0 | 0.00% |
| Debt Service | $487,423 | $1,030,472 | $1,088,055 | 5.59% |
| Tranfers Out | $702,737 | $117,000 | $117,000 | 0.00% |
| Other | $3,645 | $1,900 | $1,911 | |
| Total | $4,374,489 | $3,853,457 | $4,311,466 | 11.89% |
| | | | | |

For 2022, we are projecting that we will generate $3,871,040 in metered sales. This is 14.59% higher than the metered sales we budgeted in 2021.

Total water expenses for 2022 are programmed to be $4,311,466. This compares with $3,853,457 budgeted in 2021. This is a 11.89% increase in expenditures from 2021.

The following are the major activities we are planning for in the 2022 year:

- Continue with normal Well-maintenance schedule with Wells 4 being rehabbed in 2022 at $125,000
- Chaska Town Course Booster Station being rehabbed for $100,000
- Construction of New Water Treatment Plant at Well #7 in 2022 to meet current and future water demand needs-total cost of $6 million
- Repainting of Hundertmark Water Tower at total cost of $1,600,000
- Continued contribution of $70,000 per year from the Water Fund to our Street Reconstruction Program
- Replace all our equipment on the normal cycle

Finally, in 2011 the full cost of the Water Treatment Plant Debt service was accounted for through the Water Operating fund at a cost of $1,263,445. 50% of this comes through our rate revenue with the other 50% coming through a transfer from our Water Trunk Funds, which are supported through development. This continues in 2021, with our payment budgeted for $1,088,055.

**Personnel Services**:

As we discussed at length in the General Fund section of this report, in 2019 we worked to complete a Staffing Analysis to identify where we might have any current gaps in funding. Currently the Water and Sewer staffing consists of the Superintendent, Foreman and seven maintenance employees. The Staffing Study determined that if we were to be a full strength now, that we would have two additional Maintenance Workers shared between the Water and Sewer Department. As part of the implementation strategy there was a plan to fill this gap over the next 4 years. Because of the economic conditions due to the pandemic in 2021, we did delay implementing the staffing study last year City wide and are planning on filling the two Water/Sewer Maintenance Working positions in 2023 and 2024.

Based on this budget that is being proposed, we would see a $69,074 increase in our Fund Balance, with us continuing to meet our goal of getting to our minimum cash-balance level of at least $3.25 million by the end of 2024.

# Sewer Fund

## Cost-of-Service Study Findings

Just like in the Water Fund, the Sewer Fund was also part of the overall Cost-of-Service Study for our utilities. As the study found, 91% of our Sewer System is depreciated, with several old sewer pipes in our community that need being replaced (many of which we are replacing as we reconstruct our streets). The main finding of the Sewer Fund's portion of the Study found that we have fallen behind on our monthly service charges to be able to capture the fixed costs we have in our system.

Just like in the Water Fund, there are several fixed costs that we have in our system that we need to pay for regardless if someone is using our Sewer system or not. They are costs that need to be covered just to provide access to our system when it is needed. These costs include Utility Billing, Staffing and Equipment Costs and things like buildings and their upkeep. They do not include things like our Met Council Sewer Treatment Charge, which is a variable cost based on the amount of sewage our City uses in the past year.

Just like in the Water Fund, it is important that people contribute to these fixed costs, whether they use the system or not to make sure that there is equity in how our system is paid for, and that the users of our system are not subsidizing those who might need access to the system but may not use it.

Unlike the Water Fund, where we are just starting to increase our fixed rates to get them to the level they need to be to support the fixed costs of our system, we did start working on the Sewer Fund 3 years ago by adding a service charge, where we did not have one at all prior to 2019. The focus of this Cost-of-Service Study was what we should do over the next several years to get our service fee to the desired level. Below is a chart illustrating the recommendations:

| **COS Customer Charge** | | | **38 Meters** | **54 Meters** |
|---|---|---|---|---|
| **Meter Size** | **Residential : Class 1** | **Commercial : Class 2** | **Industrial : Class 3.1** (5/8", 3/4" & 1") | **Industrial : Class 3.2** (1.5" and above) |
| **Total Customer COS** | **$ 8.23** | **$ 15.65** | **$ 26.93** | |
| | | | | |
| **3 Year Correction** *($/year change)* | $ 1.08 | $ 3.55 | $ (7.69) | $ - |
| Current Customer Charge | $ 5.00 | $ 5.00 | $ 50.00 | $ 50.00 |
| Year 4 of 6 (2021) | **$ 6.08** | **$ 8.55** | **$ 26.93** | **$ 50.00** |
| Year 5 of 6 (2022) | **7.15** | **12.10** | 26.93 | 50.00 |
| Year 6 of 6 (2023) | **8.23** | **15.65** | 26.93 | 50.00 |

Just like in our Water Fund, a greater emphasis is being placed in this study on getting the service charges set correctly than on our usage rates, which the Study found were

not that far off from where they should be. To that extent, while the average user will see an increase of 8.63% in 2022, most of this will come through the Service Charge. Below is the expected Sewer Bill for the average user to illustrate this point:

| Average Home | Units/Month | 2021 Bill | 2022 Bill | Increase | % Increase |
|---|---|---|---|---|---|
| Sewer | | | | | |
| Service Charge | 1x/month | $6.08 | $7.15 | $1.07 | 17.60% |
| Water (Gal x 1,000) | 4 | $18.14 | $19.16 | $1.02 | 5.62% |
| | | | | | |
| Total | | $24.22 | $26.31 | $2.09 | 8.63% |

The one thing to take note out of in the Cost-of-Service Study is that it assumed that our Fee from the Met Council goes up by 4% per year. If it went up higher than this, we would need to take that into account on our annual rate per 1,000 gallons, as this is the largest single cost we have in our Sewer Fund.

The other item to note is that if we follow the recommendations of this Cost-of-Service Study, we can expect that after 2024 we should have the Reserve Balance of this Fund at about $250,000, which is below the minimum recommended amount from this study of approximately $2.1 million. Our plan after we get the fixed charge fully implemented would then be looking at how we focus on getting the rates properly set to work on increasing the cash balances. With us not having any fixed charge in the Sewer Fund prior to 2019, we wanted to make sure we focus on that first and to not have too drastic of an impact on our Sewer rates trying to deal with too many issues at once. We will have to address this as we move into the future, however, since this system is 91% depreciated.

## 2022 Budget

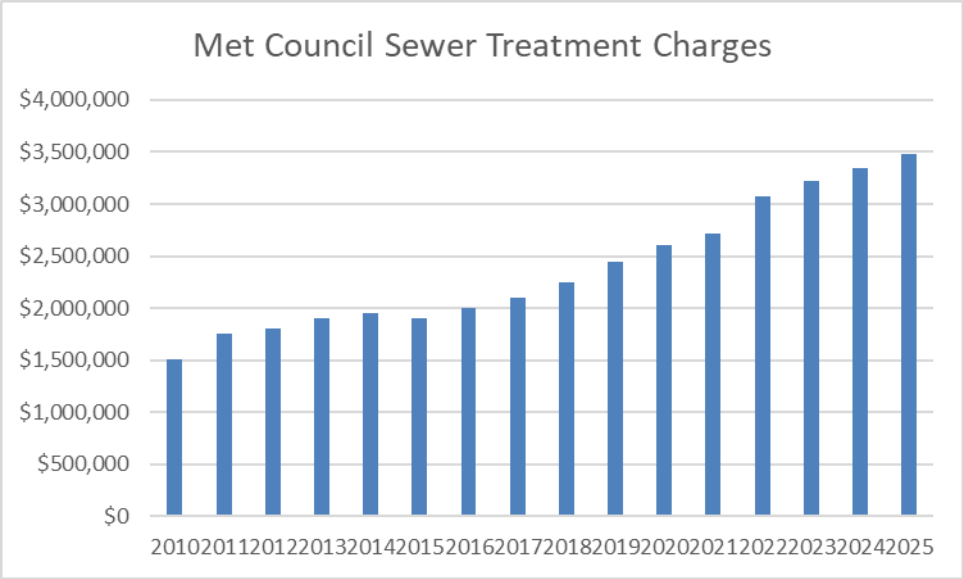
Sewer Fund revenues for 2022 are anticipated to be $5,179,150, an 5.84% increase over the budget in 2021. As mentioned previously, the increase in this revenue is coming from the continued implementation of our Sewer service fee, which is scheduled to be increased through 2023 based on the schedule listed on the previous page. This is when the total service fee will reach $8.23 per month for a residential customer. This fee was established to break out the fixed costs that we have in our sewer service, regardless of whether someone uses their sewer service.

Another major increase for revenue is because of the sales revenue needed to support the increase in retail sewage rates because of an increase to our Metro Waste Fees for 2022. Unlike other utility services we provide, we know at the beginning of the year exactly what we will be charged by Metro Waste in the following year for treatment of our sewer. It is a fixed cost based on past usage of the system. The amount Met Council will charge for 2022 is $3,072,288, which is an increase of 13.23% from 2021. As mentioned previously, the average residential user will see an increase of 8.63% or $2.09 per month for their sewer usage.

Metro Waste treats all the sewage for not only Chaska, but each of the Cities in the Twin Cities Metropolitan Service Area. It is the largest single driver of costs for our

sewage service, as what we do locally is only to collect the waste and get it over to their Sewage Treatment Plant in Shakopee (Blue Lake Treatment Plant).

The following is a chart illustrating the cost increases we have seen since 2010, and what we expect as we look out over our planning horizon:



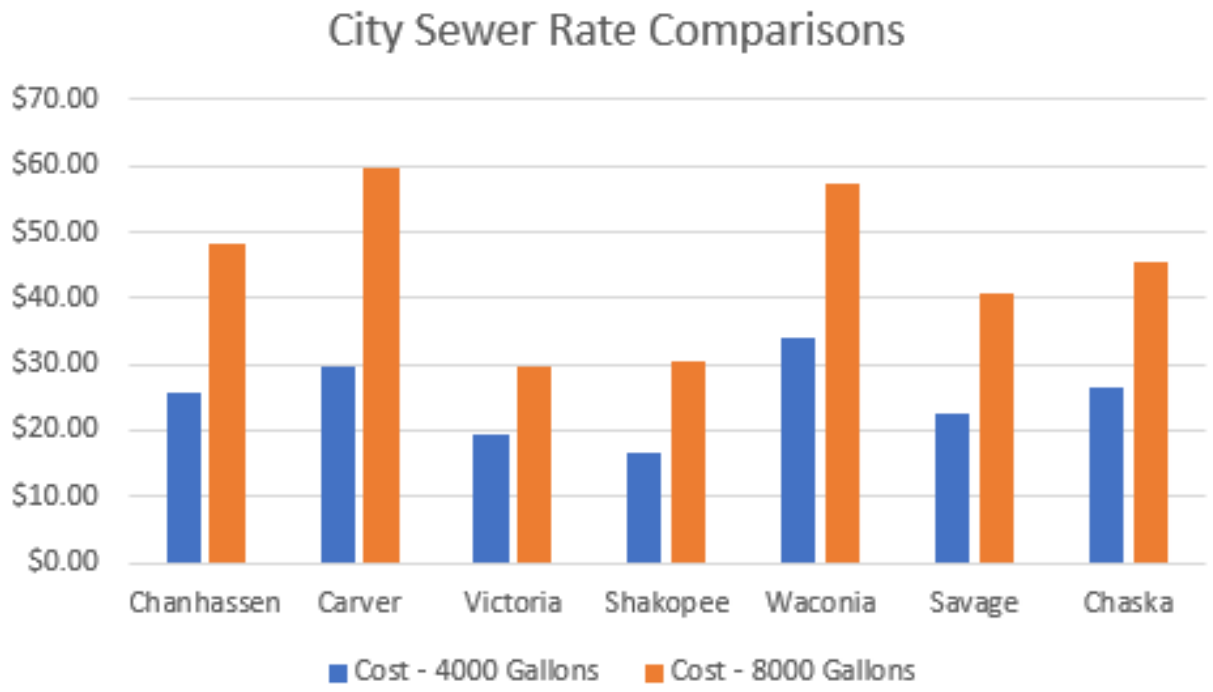

**Expenses:**
Sewer expenses are anticipated to be $5,485,750 for 2022, an increase of 2.67% from 2021.

The major improvements scheduled for 2022 will revolve around our regular maintenance activities for Inflow and Infiltration (I and I) and Lift Station scheduled maintenance. Our allocation towards improvements in our I and I program for 2022 is $50,000, with $10,000 going towards restoration work on one of our Lift Stations in 2022 in the Autumn Woods North neighborhood. We will also have $50,000 per year going to our Sewer Lining Program to help extend the life of our existing infrastructure and will be doing normal replacement of our scheduled equipment in 2022.

As has been discussed previously, the City of Chaska completed a Staffing Analysis over the past year that helped quantify any gaps that we have in our existing service levels. One of the gaps identified was in our Water and Sewer Departments, where it was determined we are currently 2 positions short within the two department. While we had planned on adding this first position in 2021 with the second position being added in 2023, we did decide as a part of last year's budget process to delay implementation of the second year of our Staffing Study. We are now planning to fill these two positions in 2023 and 2024.

As it has in the past, the Sewer Fund will continue to contribute annually towards our Street Reconstruction Program in Downtown Chaska, as much of the work needed in this area of the community is the complete replacement of our utility systems. This amount will be $110,000 in 2022 as it is planned to be going into the future.

Currently, Chaska's sanitary sewer rates are very comparable to other cities in the metropolitan area, and in the southwest metro area in particular. Metro City sewer rates tend to be very similar from City to City since a significant portion of the monthly bill is based on the Metro Council sewer charges, which are based on the same costs from City to City. Below is a comparison of Chaska sewer rates to other surrounding cities for both winter and summer usage averages:




Based on our total expenditures and revenues, we are budgeting that there is a decrease of $306,600 in the Sewer Fund for 2022. This decrease in Fund Balance was planned to help ease our customers into the new service charge. With this creating a larger percentage increase, we planned the use of our reserves in the short term to lessen this initial impact to residents, with the intent of getting back to our more traditional method of setting rates after 2023 when the service charge is fully implemented.

Below is a chart illustrating our revenues and expenses budgeted for 2022, along with comparisons to the past two years:

| **Sewer** | Actual | Budget | Budget | |
|---|---|---|---|---|
| | 2020 | 2021 | 2022 | % Change |
| **Revenues** | | | | |
| Metered Sales | $5,485,618 | $4,694,750 | $5,172,450 | 10% |
| Other Revenues | $13,604 | $6,700 | $6,700 | 0% |
| Total | $5,499,222 | $4,701,450 | $5,179,150 | 10% |
| | | | | |
| **Expenses** | | | | |
| Pumping | $56,841 | $25,829 | $25,960 | 1% |
| Treatment | $2,675,539 | $2,713,317 | $3,072,288 | 13% |
| Collection | $644,237 | $715,047 | $898,653 | 26% |
| Admnistration | $923,287 | $949,500 | $924,388 | -3% |
| Transfers Out | $675,908 | $177,000 | $177,000 | 0% |
| Depreciation | $134,977 | $0 | $0 | 0% |
| Debt Service | $123,746 | $216,113 | $387,461 | 0% |
| Other | $0 | $0 | $0 | |
| Total | $5,234,535 | $4,796,806 | $5,485,750 | 14% |
| | | | | |

# Electric Fund Budget

## Cost-of-Service Study Findings

As with both the Water and Sewer Utilities, the City also completed a Cost-of-Service Study in the Electric Department to again assure that we are planning financially for the future to help this continue to be a sustainable utility.

As with the other two utilities, a major finding of this department's study was that our Service Charge to support fixed costs of our utility has not been set at an adequate level in the past, and that our City Facilities need to work towards paying full rate on utilities, so these other funds are not being subsidized by our Utility Departments. Besides making sure that we have adequate cash reserves, and that we maintain our minimum restricted cash balances in the fund to support the covenants of our bonds used to support financing activities in this Fund, a final finding of this study also found that we need to move away from having an unpredictable discount for our senior users and instead move to a predictable credit which will more equitably treat our users whether they are large or average users.

As mentioned above, it was found in this study that our customer service charges have not been set adequately to recover the fixed costs of our utility that do not change regardless of how much energy one customer uses. We have instead been putting too much of the emphasis on the actual rates, which should instead be set to address the variable costs of our electric utility so those who use more are paying equitably for this service.

Below is a chart illustrating the recommendations for service charges the Cost-of-Service study is recommending for our Electric Utility:

| Customer Class | 2017 Rates | 2018 Rates | 2019 Rates | 2020 Rates | 2018 COS | 2021 COS | Difference |
|---|---|---|---|---|---|---|---|
| Residential and Water Heating Electric | $ 9.40 | $ 9.75 | $ 9.95 | $ 10.30 | $ 13.68 | $ 14.74 | $ 4.44 |
| Senior Citizen Residential Electric | 8.40 | 8.75 | 8.95 | 9.25 | 13.68 | 14.74 | 5.49 |
| On & Off Peak Electric Space Heating Rate | 5.70 | 5.90 | 6.00 | 6.20 | 13.68 | 14.74 | 8.54 |
| General Service - Below 20 KW Demand | 17.70 | 18.35 | 18.70 | 19.35 | 28.22 | 30.39 | 11.04 |
| Large General Service - 20 KW Demand & Above | 52.00 | 53.90 | 55.00 | 56.95 | 135.54 | 145.96 | 89.01 |

| Customer Class | Current Rates | Annual Change | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|---|
| Residential and Water Heating Electric | $ 10.30 | $ 0.89 | $ 11.19 | $ 12.07 | $ 12.96 | $ 13.85 | $ 14.74 |
| On & Off Peak Electric Space Heating Rate | $ 6.20 | $ 1.71 | $ 7.91 | $ 9.61 | $ 11.32 | $ 13.03 | $ 14.74 |
| General Service - Below 20 KW Demand | $ 19.35 | $ 2.21 | $ 21.56 | $ 23.77 | $ 25.98 | $ 28.19 | $ 30.39 |
| Large General Service - 20 KW Demand & Above | $ 56.95 | $ 17.80 | $ 74.75 | $ 92.55 | $ 110.35 | $ 128.16 | $ 145.96 |

As can be seen from this chart, the study ultimately recommends that we raise our service charges up to $14.74 per month for a residential user. This is up from the $11.20 that we currently charge. However, to mitigate the impact of this focus on our service charge, the cost-of-service study recommended that this service charge increase be implemented over a 5-year period as is illustrated in the chart to help mitigate the impacts of change, with 2022 going up to $12.10 per month for a residential customer.

What this change will mean is that more emphasis on our rate increase in Electric for 2022 will come from the Service Charge changes than it will from the actual energy charge changes. The overall impact will be a 2.25% increase. Below is the bill from an average residential user:

| Average Home | Units/Month | 2021 Bill | 2022 Bill | Increase | % Increase |
|---|---|---|---|---|---|
| Electric | | | | | |
| Service Charge | 1x/month | $11.20 | $12.10 | $1.07 | 8.04% |
| Energy (kWh) | 750 | $85.88 | $87.35 | $1.47 | 1.71% |
| EAC* (kWh) | 750 | $8.03 | $8.03 | $0.00 | |
| | | | | | |
| Total | | $105.11 | $107.48 | $2.37 | 2.25% |

*Energy Adjustment Charge (EAC) is pass-through: $0.0107 per kWh

The other major finding of the Electric Cost of Service study was looking at our Senior Discount. Prior to 2021, the City has a 10% discount for seniors who say they have fixed-income needs. The intent of this program is to provide a discount to those who may not be able to afford as much because of being on a fixed income. However, in practicality, because it is difficult to verify income, we can see houses that have very large usage requesting this discount, which potentially provides them with a discount that they do not need.

Instead of approaching the discount in this way, the Study recommends providing a credit equal to what a typical low-income user might see as a discount on their bill if they received our current 10% discount. In that respect, if someone requests this who may not really need this discount, they will be capped at receiving only the credit that meets the needs of our lower-income user, without seeing a 10% discount on what could be a large bill.

To help ease into this transition, we are recommending that this come over a 3-year period, with the transition being set up as follows:

2020 (Current): 10% Discount, $0 credit
2021 (year 1): 5% Discount, $3 credit
2022 (year 2): 0% Discount, $6 credit

As you can see from the chart above, we did start this transition in 2021, going to a 5% discount and $3 credit. In 2022, we would fully implement this by eliminating the discount and going to a $6 credit. By setting it up this way, we hope to be able to not negatively impact our seniors that need this discount and meet the intent of who it is trying to help, and that it does not provide a discount where one is not needed.

Finally, as a part of the Cost-of-Service study, it indicates that by the end of this 5-yar period, that we should have a minimum cash balance in this Fund of about $13.5 million. If we are to follow the recommendations of the Cost-of-Service Study, it would say that we should be able to end this 5-year period with an Electric Fund Cash Balance of $19 million, which includes not only our requirement for cash on hand for our bond covenants but also our unrestricted cash balances.

## 2022 Budget

For 2022, Electric Fund revenues are anticipated to be $43,308,700. This compares to the $40,716,500 we had budgeted for revenue in 2021, which is an increase of 6.37%. Much of this growth in revenue is coming from the new development and expansions that we are seeing in the community which is driving our overall load in the system.

As part of the 2022 budget process, one of the items that Staff has continued to look at is the affect that new large users in our system will have on our overall electric sales, not only for 2022, but for the years included in our 5-year forecast. Over the past several years, we have seen large growth in our electric usage not only because of the additions of large data center facilities in the community, but also because of several existing Industrial customers on the north end of the community expanding. We have also started to see a large push for additional Commercial/Industrial property in the community, which will continue to grow our load throughout the community, including the addition of Costco and the planned addition to the 212 Medical Center. One thing to note, however, is that our electric utility will not see growth from Industrial development on the property south of Engler Road, as it is currently within MN Valley Electric Cooperative's service territory. While they do currently own this territory, we are doing the economic analysis to see if it would make sense for us to consider purchasing this territory as this will be where we see most of the C/I development in the community over the next 20 years. We do continue to see strong growth in residential development, which we expect will continue over the next several years. Below is a chart looking at our anticipated revenue for 2022.

| | Actual | Budget | Budget | | |
|---|---|---|---|---|---|
| | 2020 | 2021 | 2022 | Change | % Change |
| Electric Sales | $43,530,387 | $40,700,000 | $43,292,000 | $2,592,000 | 6.37% |
| Other Revenue | $176,842 | $16,500 | $16,700 | $200 | 1.21% |
| Total Revenue | $43,707,229 | $40,716,500 | $43,308,700 | $2,592,200 | 6.37% |

To develop our 2022 revenue budget, we did utilize the following assumptions:

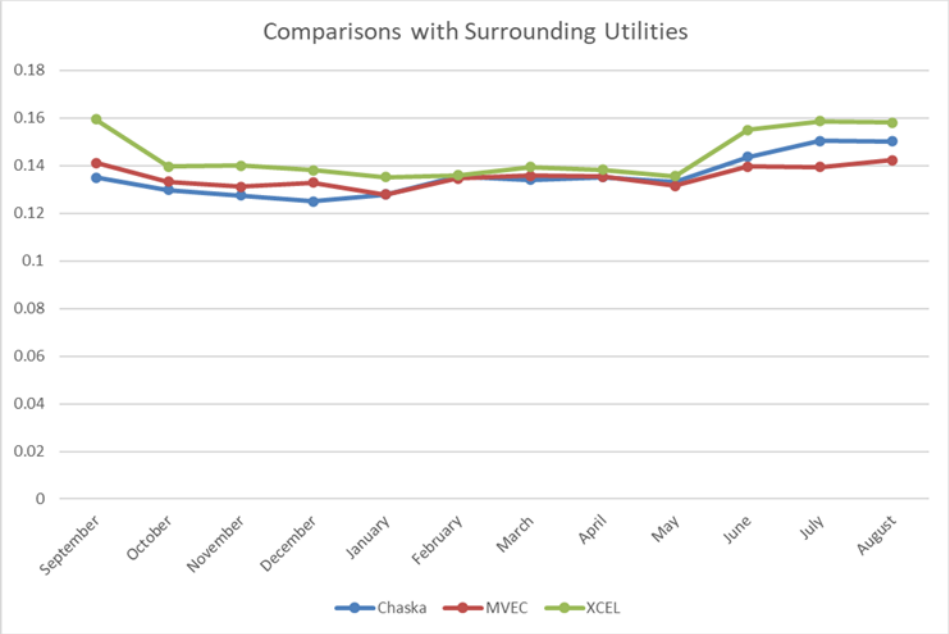
- Implement second phase of Cost-of-Service Study recommendations

- Total impact of retail rate changes to the average residential user of 2.25%, with most of this impact coming from increasing our customer service charge
- A total of 135 residential units added in the community over the year
- Continued Economic Development activity in Commercial/Industrial will drive robust growth
- Normal weather
- Wholesale electric costs from MMPA seeing 2.5% change in 2022

The City's objective is to maintain electric rates that are competitive to Xcel Energy. As we have seen over the past 12 months, Chaska's residential rates have compared well to this market. Looking at 2021, we did see total bills for residential users that averaged 7% lower than Xcel, and approximately equal to Minnesota Valley Electrical Cooperative. While this is slightly lower than the 9% spread we saw in 2020, we do expect to see this spread continue to grow, as Xcel recently submitted a rate increase request to the State of Minnesota for over a 21% increase, with an interim rate increase for 2022 of over 9%. As for Mn Valley, with them serving the future Industrial Area of our community, having our pricing be closer to theirs will be strategically a good position to be in.

Much of MMPA's ability to keep lower pricing than Xcel can be attribute to relatively stable Natural Gas market. MMPA currently has most of their assets that are Natural Gas burning, which has resulted in lower costs, and has been able to attain grant financing to support our required renewable energy projects such as Oak Glen Wind Farm, the Hometown Bioenergy Project in Le Sueur, as well as other wind and solar projects we have brought into MMPA's portfolio, which has the energy from these sources priced very competitively. Xcel has continued to have to seek rate increases to support both their capital improvement projects due to aging facilities, and new renewable energy projects. It should be noted that for 2022, there is expected to be some raw fuel volatility, which could see our Energy Adjustment Clauses have higher increases than we have seen in the past several years. This is a pass-through cost for Chaska Electric, with us simply passing along the actual cost to our end users. While this is something that will likely impact most electric utilities, it is one for our customers to keep in mind as markets have been somewhat volatile for natural resource costs.

Below is a graph showing our total residential bill compared to Xcel and Minnesota Valley in 2021:




Again, this chart shows over a 12-month period that we have been approximately 7% lower than Xcel and about equal in retail pricing to Minnesota Valley Electric Cooperative.

Electric Fund expenses for 2022 are projected to be $42,575,427 compared to the budget of $440,715,925 in 2021, for a total increase of 4.57%.

As mentioned previously, a primary factor in seeing our expenditures more in 2022 than in 2021 has to do with the fact that we will see a wholesale price increase from MMPA of 2.5%.

As in 2021, there is approximately $611,000 programmed for System Improvement work in 2022. A major portion of this work in 2021 will be with the conversion of overhead to underground service in the community. Also, with the completion of our AMR System installation in 2015, just like in our Water and Sewer utilities, we have continued with Software as a Service (SAS) server solution to be able to store all new data available off our new system. This has a $15,000 annual cost to the Electric Utility.

Finally, it should be noted that from a Personnel Standpoint, we do have programmed in 2022 to move an existing ground-worker into an apprentice lineman position. We also have a few currently vacant positions we will be moving to fill in 2022, including the Electric Director position.

As the electric industry becomes more competitive, it is imperative that the City works closely with the power agency to assure that we are purchasing wholesale power at competitive rates. As we are seeing with the need for Xcel to raise their base rates again, and with their aging infrastructure that will need to be replaced in the future, it does appear that the agency will be well positioned to meet the needs of the City in the foreseeable future, while at the same time maintaining competitive rates.

At the same time, the Agency is positioning itself well to address the State's Renewable Energy Requirements initiatives, which will require us to have 25% of our energy generated from renewable sources by 2025. The Agency opened its Oak Glen Wind Farm in November of 2011, in South Central Minnesota, helping us to meet these initial requirements. This is a 42 MW generation facility and helped us meet the 2012 requirements of the State mandates in renewable energy. The Agency also now has its Hometown Bioenergy Park in Le Sueur, MN, with this facility generating 8 MW of electricity using silage decomposition to support the generation of electricity. The Agency recently opened a Solar generation facility in the City of Buffalo and is now looking at purchasing into other Wind Farm facilities in the State. It should be noted that our residents do have the option of purchasing up to 100% of their energy from renewable sources by paying an additional $3 per month. We currently have 627 customers choosing to do this, which represents a 6.3% penetration of our residential market. Chaska continues to lead all MMPA communities in the usage of this program.

The projects that were developed by the Agency were assisted through Federal Grants, helping keep the price of electricity generated from these plants competitive in the market. Work is continuing with the Agency to look at how we most cost-effectively meet our renewable requirements while continuing to keep our wholesale prices competitive. As the Agency works on this, they are also looking at how we continue to diversify our assets to make sure we have our renewable energy coming from several different sources.

**Personnel:**

Currently we have eleven line workers, along with our Electric Director, Assistant Electric Director, General Operations Manager, a Foreman, and Technical Support Staff serving this division budgeted. As mentioned previously, for 2022 we do see moving a current ground worker position into an Apprentice Line worker position and we will be moving to fill currently vacant positions.

A transfer of $100,000 is programmed from the Electric Fund to the Community Center as we have done in the past. This transfer is consistent with the funding program for the Community Center and is reflected in the Electric Fund. In addition to this, there is an additional $150,000 transfer to the CCC, which will help fund a portion of the new Community Center CIP program, and a $180,000 contribution going towards the debt service of The Lodge Addition at the CCC. It is planned that we would continue to see all these dollars going into the CCC in the future to assist with any new debt service as the bonds on The Lodge and our CIP program are paid off and we need to do additional improvements within this facility. This year, the Electric Fund will continue being a part of contributing $200,000 to the General Fund to address the City building up its General Fund Reserves, something that was started in 2021. This $200,000 is coming from not just Electric, but Water and Sewer as well.

Finally, as was discussed earlier as part of the Firemen's Park Redevelopment and future large-scale community projects such as the City Square West Redevelopment, a "Community Building Fund" was created to help support development of large-scale community building projects in Chaska approximately once every decade, while also

considering the depreciation costs of these projects within this "Community Building Fund". While there are multiple sources of funding for this Fund, it is being recommended that $1,000,000 continue to be budgeted annually from the Electric Fund to support this fund, to support the debt service for these projects being developed. In addition to this, in 1997 the City adopted a financing plan for the new Fire Station, including an annual transfer of $300,000 from the Electric Fund to the Fire Station debt service. This debt service ended after 2015. It is being recommended that we continue to budget these dollars but move them into the "Community Building Fund" now that the Fire Department Debt Service is fully paid, making our total contribution to the Community Building Fund be $1,300,000 annually going into the future. The hope with this fund is to utilize the Electric Fund like we have in the past to help support significant projects in our community, but to put some limitations around this so that it is limited to the funds we dedicate to this "Community Building Fund" and not just address projects on a case-by-case basis. This will help make sure that we are also not taking our focus off the most significant responsibility of the Electric Fund, which is to provide reliable electric power to our customers across the City at a reasonable cost.

**Debt Service:**

The Electric Fund has Debt Service payments for two projects it has completed within the past few years. The first is for the construction of the West Creek Substation, with this being financed in 2020 and going for 20 years. The second was for the construction of the new North Industrial Substation as well as new switch gear at West Creek Substation. Both projects were completed to increase both capacity and reliability of our electric system, especially as we are seeing growth in usage from our existing Industrial customers on the north end of the community. This debt was sold in 2018 and goes for 20 years. The annual debt service in the Electric Fund is $835,654, which is nearly the same as it was for 2021.

Based on this, the following would be the expenditures for 2022:

| | Actual | Budget | Budget | | |
|---|---|---|---|---|---|
| | 2020 | 2021 | 2022 | Change | % Change |
| Purchased Power | $28,434,599 | $25,901,000 | $26,859,000 | $958,000 | 3.70% |
| Trans/Distribution | $2,222,336 | $3,073,063 | $3,117,170 | $44,107 | 1.44% |
| Load Conservation | $598,138 | $669,919 | $675,973 | $6,054 | 0.90% |
| Admin System | $3,056,005 | $3,350,308 | $3,496,184 | $145,876 | 4.35% |
| Admin Billing | $660,442 | $598,821 | $685,446 | $86,625 | 14.47% |
| Franchise Fee | $3,934,820 | $4,400,000 | $4,672,000 | $272,000 | 6.18% |
| Depreciation | $1,217,143 | $0 | $0 | $0 | 0.00% |
| Debt Service | $389,018 | $830,814 | $835,654 | $4,840 | 0.58% |
| Transfer | $1,786,000 | $1,892,000 | $2,234,000 | $342,000 | 18.08% |
| Other | $319 | $0 | $0 | $0 | 0.00% |
| Total | $42,298,820 | $40,715,925 | $42,575,427 | $1,859,502 | 4.57% |

Based on the budget as proposed, the Electric Fund would increase its Fund Balance by $733,273, and that we are on target to meet or exceed our minimum cash balance amounts recommended for the fund by 2025.

# Storm Water Fund Budget

In 2008, the City of Chaska created, by ordinance, a Storm Water Utility Fund to address the growing requirements of managing surface water runoff throughout the community. With the implementation of new MS4 Storm Water Management requirements at both the State and Federal level, the City of Chaska, along with other communities across the country, needed to look at their surface water management practices differently, and generate the resources necessary to complete all requirements of the new laws. Up until the point of creating a separate Storm Water Utility Fund, any activities that the City of Chaska completed with Storm Water Management were completed by the Public Works department utilizing General Fund resources. With the new statutory requirements, it was apparent that these resources would not be enough to complete all necessary activities.

As the City of Chaska established our Storm Water Utility Fund, the City identified several objectives to complete in this newest Enterprise Fund, including:

- Provide the necessary resources for the Storm Sewer Fund to assure continuation of quality services to customers
- Maintain rates comparable to other cities, while at the same time generating adequate cash reserves for replacement of existing capital, necessary maintenance on our system, and for emergencies
- Meet all the new MS4 requirements for Storm Water Management, addressing changes in the requirements as they occur
- Assume that major capital additions to the collection system are not financed from rate revenue (these are financed through Trunk Funds paid through development)
- Move all Storm Water Management activities out of our General Fund, treating the management of our Storm Water System the same financially as our other Utility Enterprise Funds (i.e. Water/Sewer and Electric)

In 2008 when the Storm Water Utility Fund was created, the City identified all the work that needed to be completed as part of the Storm Water management activities, to develop an estimate on what all the work would cost on an annual basis and what future costs would likely be for replacement of infrastructure in our system as it became deteriorated. From this estimate of present and future costs in our Storm Water system, the City developed a rate structure in 2008, charging residential property owners $3 per month based on each residential parcel that they owned, and attributed a per acre fee to those Commercial/Industrial and undeveloped properties in the City, based on what each of these parcels was contributing for surface water to our overall system. Some of the major operations that these fees helped to fund included:

- Completing certification and maintenance of Chaska's Flood Control System
- Completing maintenance of our Storm Water treatment ponds across the City
- Completing Street Cleaning to keep surface water runoff as clean as possible
- Maintaining our ravine systems throughout the City
- Completing our MS4 reporting and maintenance requirements

- Monitoring development activities to ensure Storm Water runoff and treatment requirement both during construction and after development were completed

With the Minnesota River Flood Control system, and the many ravine systems around the community, Chaska's Storm Water Management activities are often more complex than non-river communities. This especially became apparent during the early summer of 2014, as we experienced significant rains in a short period of time. While we did experience some localized issues in our Storm water system, which the 2015 budget addressed, our system in general worked very well, demonstrating the need to have a well maintained and properly functioning system. However, it also helped expose what work needed to be done in the future to address increasing intensity of rain events to be prepared to protect the community.

**2022 Revenues**

When the initial fee was established in 2008, this fee was based on estimates that were developed to help complete each of the activities listed above. It was the intent that once we had the Storm Water Utility Fund fully up and running that we would come back and review our fee structure to determine if it had been set at the proper level. In 2012 it became clear that not only was our rate set too low to accommodate all the activities that needed to be completed in this Fund and with future maintenance expenses, but that we were also very low compared to many of the surrounding cities who also have a Storm Water Utility Fund.

Based on what our actual costs were for Storm Water Management activities and based on our low position in the cost of our Storm Water Fee, in 2012 the Council decided to go up by $1.50 per month, bringing it to $4.50 per month, still below the area average. In 2013, this rate went up by $0.25 to a total of $4.75 per month. In 2014, this rate went up an additional 6%, which brought the total fee up to $5.04 per residential lot, and in 2015 this rate went up by 6% to a total of $5.35/month. Finally, in 2016 it was brought up to $5.68 per month, even though the average for similar communities around the area was $6.35 per month. In 2017, we did bring the monthly residential rate up to the area average, which was $6.35 per month.

Based on continuing increases in the amount of Storm Water Work that municipalities are now required to take on, and especially because of large projects we will need to continue to undertake to deal with the storm water issues we did experience during the large rains of 2014, we have continued to realize that the activities that we thought were one-time activities to address the issues coming out of the summer of 2014 are activities that we will likely never see go away. We also recognized that there are significantly more issues to deal with in the area of Storm Water being a river community with a flood control system, and many bluffs running down to the Minnesota River, than there would be in a non-river community.

During the budgeting process for the 2018 budget, we did begin to realize that as we compared our rates to other cities, that we were likely not comparing ourselves to the right communities to truly give an "apples to apples" comparison of the work we were needing to undertake. While we always had looked at the surrounding communities as a comparison, we realized it was probably more important to compare ourselves to

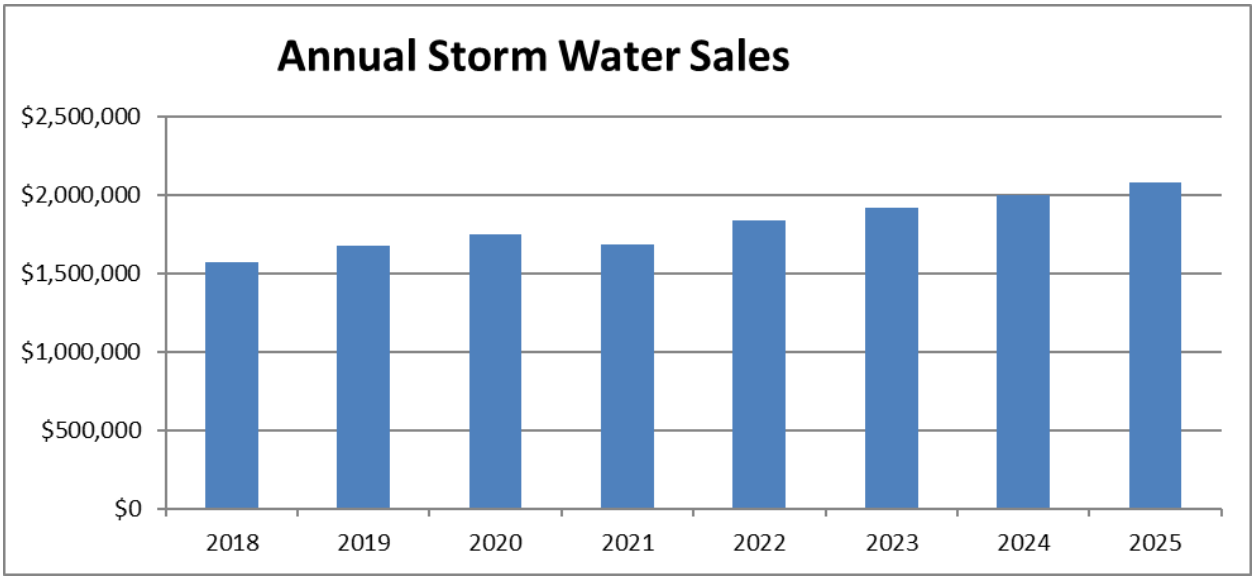
other Cities with similar types of Storm Water services that needed to be provided if we were to truly set our rates at the right amount. We used these new comparisons, along with a projection that if we did not increase our rates that we would find ourselves in a $900,000 deficit over a 5-year period with the work that we needed to complete, to establish our new base rate of $9.50 per month. We adjusted off that rate in 2019 to bring the rate up to $9.79, in 2020 brought this rate up to $10.14, and last year increased it to $10.55 per month. All these rates were below the average of our comparable cities.

Below is a survey of 2021 monthly rates of the cities around the State that we feel are good comparisons based on the types of work that we need to complete and that have similar circumstances and types of systems to maintain:

| | |
|---|---|
| Moorhead | $10.21 |
| Shakopee | $8.04 |
| Carver | $9.83 |
| Edina | $13.53 |
| Waconia | $16.75 |
| Eagan | $6.37 |
| Red Wing | $11.50 |
| Winona | $7.00 |
| Chaska | $10.55 |
| Average | $10.42 |

As can be seen above, the average of these communities is at $10.42 per month per residential unit. Based on our needs in the system for the upcoming year, along with comparing to these other communities, Staff does feel that the rate needs to go to $10.97 per residential unit per month, which would be a 4.00% increase for 2022. This rate increase meets our needs for the upcoming year and keeps us in line with the average of these other community's 2021 rates even if we assume they have no change in their rates for next year.

Based on this new rate, and assuming we would need approximately a 4% annual increase to keep up with our needs over the next 5-years, the following chart illustrates what would happen during the 5-year period with anticipated Storm Water Sales:




## 2022 Expenditures

Within the Storm Water system, there are really two distinct types of activities that occur. There is the day-to-day maintenance of our Storm Water system, and there is the inspection and reporting work that is required as part of the MS4 requirements. In 2015, we also added one other category to this work, which is system improvements that need to be completed to address issues that became apparent during the 2014 heavy rain and flooding event.

From a maintenance perspective, the City of Chaska does utilize our Public Works crew to support the maintenance activities of the fund. The time that they put into Storm Water maintenance functions is charged directly back to the Storm Water Fund. One change that we first saw in 2013, and will continue to see in coming years, is the addition of significant work for maintenance of our Flood Control Levy system. In 2012, the Army Corp of Engineers went through an inspection process to re-certify our levy. This inspection included new standards for levy maintenance that were not in affect at the time our Flood Control System was completed in the mid-1990s. One component of the work identified is the annual Rock Channel Weed/Brush control program. This is a program we will have to complete each year and adds approximately $10,000 annually to expenditures in our budget.

The other major maintenance work needed will be the regular maintenance schedule of the storm water ponds we have scattered throughout the community. For this, we have $50,000 allocated annually. This was a change we first implemented in 2015, and will be an on-going program, just as the Rock Channel Weed/Brush control program.

Another maintenance activity comes through the maintenance of our Storm Water system as part of our Street Reconstruction Program. To support these activities, the Storm Water Fund has contributed $200,000 annually to the Street Reconstruction program. In 2021 and through the entire 5-year period, we programmed this to go to $246,000 to accommodate bridge replacement work that will occur on the 6th Street Bridge as part of this past summer's identified street reconstruction project. It also goes to address the addition of a storm water system into our downtown streets,

something that was not accommodated when these roads were initially built over 70 years ago. This $246,000 is built into the 2022 Storm Water Budget just like it was in 2021.

To be able to address the ever-increasing areas that we need to address through our Storm Water system, the budget includes an $70,000 allocation toward storm water maintenance, and an additional $80,000 towards the consulting engineering fees to help support the design of our future improvements in the City, and $250,000 tow support capital improvements in our system. As we look at the necessary activities coming up over the next several years, it will include the following items in the 2022 budget

- 2022 and 2023: Complete the restoration of the McKnight Wetland Complex. $100,000 per year is allocated from 2021, 2022 and 2023 towards this project, which will provide us with value in the future with additional wetland credits for development. We plan to keep this $100,000 in the budget in the future to add to the $250,000 we already have built in for Capital Improvements to the system
- 2022: Replacement of original pumps in Oak Street Pump House at a cost of $300,000 (which we will finance). This is where the majority of our Storm Water makes it out of the City.

We have no new equipment that we are schedule to purchase in 2022, although we are preparing for the replacement of our Jetter Vac Truck in 2025 for $425,000 and the replacement of our Sweeper Truck for $250,000 in 2026. These will be our two largest equipment replacements coming up in the new future.

The functions of inspections and reporting are mainly completed through our Engineering Department and through contract Engineering services. We now have a Storm Water Coordinator position that has been added. This position was hired in 2019 with the position helping to take workload off our City Engineering Department as it relates to other areas of our City as well as having more dedicated personnel towards dealing with the planning and reporting on our MS4 requirements with the State.

There are no additional Staff changes proposed for 2022. It should be noted that in our City-wide Staffing study that the Storm Water Department was determined to be short one maintenance worker position. This position was originally scheduled to be brought on in 2022. With the Staffing Study implementation being pushed back one year because of economic conditions, this position will not be slated until 2023. Based on the changes to our rate structure and our planned projects for 2022, below is a breakdown of the revenues and expenditures for 2022:

| | 2020 | 2021 | 2022 | | |
|---|---|---|---|---|---|
| ***Revenues*** | ***Actual*** | ***Budget*** | ***Budget*** | ***Change*** | ***% Change*** |
| Storm Water Fees | $1,743,505 | $1,834,000 | $1,920,000 | $86,000 | 4.48% |
| Other | $2,064,673 | $222,488 | $221,502 | -$986 | -0.45% |
| ***Total*** | $3,808,178 | $2,056,488 | $2,141,502 | $85,014 | 3.97% |
| | | | | | |
| ***Expenditures*** | | | | | |
| Transfer Out | $668,586 | $246,000 | $246,000 | $0 | 0.00% |
| Transmission/Distibution | $394,218 | $832,882 | $926,377 | $93,495 | 10.09% |
| Administration | $489,413 | $521,207 | $589,523 | $68,316 | 11.59% |
| Utility Billing | $60,659 | $63,500 | $63,820 | $320 | 0.50% |
| Capital Outlay | $0 | $0 | $0 | $0 | 0.00% |
| Depreciation | $181,081 | $30,000 | $30,000 | $0 | 0.00% |
| Debt Service Support | $84,496 | $192,789 | $283,920 | $91,131 | 32.10% |
| Other | $144,540 | $292,789 | $100,500 | -$192,289 | |
| ***Total*** | $1,938,497 | $1,986,378 | $2,240,140 | $253,762 | 11.33% |
| | | | | | |

The Storm Water Fund is budgeted to decrease from our Fund Balance in 2022 by $98,638, bringing our Fund Balance up to approximately $400,000.

During the 5-year period, we will be looking at how we can increase the Fund balance to get it up to the minimum recommended amount of around $750,000 by 2024. We do have some major improvements we are making over the next two years that are trending this down, but we do feel that over the next few years we will be able to achieve this minimum balance.

# Curling and Event Center Fund Budget

In 2015, the City of Chaska completed the redevelopment of Firemen's Park, and the Block 6 corner at the northwest intersection of Highways 212 and 61. This project was first identified in the Downtown Master Plan as a catalyst site, with the main objective of the redevelopment to create a destination in Downtown Chaska to drive more resident and visitor traffic into our downtown commercial district.

While the redevelopment included the entire renovation of Firemen's Park on the south side of Firemen's Lake, Veteran's Park on the north side of the lake, and the addition of the Curling and Event Center building, the Curling and Event Center were set up as a separate Enterprise Fund, separate operationally from the Park, and run very similar to our other recreational Enterprise Funds including the Community Center and Town Course. While the Curling and Event Center (CEC) and Firemen's/Veteran's Park functioned as one project, the CEC runs as a separate Enterprise Business with its own operational budget.

While the overall goal of the CEC and the Firemen's/Veteran's Park redevelopment was to help attract more people and activity into our historic downtown commercial district, the Curling and Event Center did identify key objectives to determine the success of this facility, including:

- Provide the necessary resources for the CED Fund to assure continuation of quality service to our customers, including providing a world-class curling facility
- Utilize the facility's amenities and newly renovated Firemen's Park, to attract people into downtown Chaska as a destination location
- Promote community gathering and interaction, with an emphasis on creating a variety of programs and services to draw people to this location throughout the year
- Be operationally self-supporting with no property tax support
- Reinvest back into the facility to keep it in good condition for future generations
- Work to build a cash reserve in the CEC Fund to support future maintenance and improvements

As a facility, the Chaska Curling and Event Center has three main components in the building, including the 300 seat Event Center and catering kitchen, the facility restaurant/bar, and the 6-sheet Curling Facility. All three of these components are tied together by the Great Hallway, which contains displays to help orient visitors to the history of Chaska and the businesses and organizations that currently make up the community. From an operational standpoint, the City of Chaska owns the entire facility, operating both the Event Center and the Curling Facility. The City of Chaska leases out the restaurant space to Crooked Pint, a restaurant that was chosen through an RFP process as the facility was being planned. The relationship with the restaurant in the CEC is very similar to the structure and relationship we have between the Chaska Town

Course and the restaurant operator in the Clubhouse, who leases this space from the City based on a revenue sharing agreement.

**Impacts of COVID Pandemic**

Very similar to what we experienced in the Community Center, the Curling and Event Center have also been impacted significantly during this pandemic period, having to be shut down by Executive Order twice, which has had a significant impact on revenues that we have been able to generate in the facility in both 2020 and 2021.

Just like the Community Center, the CEC was closed in late March due to an Executive Order from the State of Minnesota. During this time, all components of our building were closed, including Crooked Pint who did not see enough activity from their takeout service to make it economically viable to keep the restaurant open during this time.

We were able to reopen the facility in mid-July, with all three components of the building being limited in capacity. The restaurant was able to reopen at 50% capacity, the Event Center was able to be at 50% capacity, and the Curling was limited in the number of people that could be in the space. With the Event Center, even though it was allowed to be at 50%, we also needed to demonstrate we could meet the social distancing requirements, which did limit the number of seats to 80 of our total 300 seats. With the Curling Center we were able to meet our spacing requirements and keep leagues moving forward as normal based on distancing practices we implemented as part of the leagues, with us being able to start by offering a second Summer Session that started on August 3rd.

All components of the building were able to move forward with activities going into the Fall, with the Curling Center being able to start the Winter 1 session. However, in late November we once again had to close the facility due to an Executive Order from the State of Minnesota. This closure affected us the first couple months of 2021, with the restaurant being completely closed and no activities occurring in the Event Center. We were able to continue with Curling Leagues throughout the Winter, with us seeing about a 22% decrease in both memberships and League Play.

To address the economic realities of this pandemic on the operations of the CEC, we did go through a budget amendment process in early July 2020 to readjust our revenue projections and to cut back on some staff costs associated with the facility through furloughing of our part-time staff. This budget amendment resulted in a $690,000 loss being identified for 2020. While we did receive Federal Cares assistance, we were not able to utilize those dollars to replace lost revenue, and there expect that we will likely have to utilize dollars from our Self Insurance Fund to help cover the gap.

For 2021, we expected to see direct impacts from COVID through the middle of the year, as when we set the budget for 2021 in late December of 2020, vaccines were not yet available. As they became available to the broader public in the late 1st quart and 2nd quarter of the year, we did start to see restrictions slowing come off. It was not until the beginning of Summer that we saw all restrictions from the State be removed, with any restrictions being put in place being at our own discretion.

During COVID, we did initially se our membership go from 974 members down to 755 members. We currently are at around 855 members, meaning that we have made good strides to getting back to normal operations. From a League perspective, we went from 900 league participants down to 756 in 2020. We have now grown back up to 764 allowing us to continue to move in a positive direction.

From a restaurant perspective, there were several months that it was closed completely, with it being required to operate at 50% capacity up until early summer of this year. In 2020, that meant that our lease revenues were cut by more than 50%, going from $380,000 down to about $175,000. In 2021 we have seen a good rebound in activity, with an expectation that we will be up to about $300,000 in activity for the year.

Finally, from an Event Center perspective, business has been coming back, with many people having to postpone their weddings and major events during the worst times of the pandemic. We lost virtually all our business, going from $122,000 in 2019 down to $32,000 in 2020. We have seen a lot of business come back during 2021, with it expected that we will generate around $90,000 by year-end and continue to grow into next year.

One real positive thing that occurred during 2021 was that the City did receive approximately $3 million of Federal Aid to support us through COVID. The amount of loss that we saw between the Community Center and the Curling Center were right around $3 million in total loss, with the Curling Center being approximately $700,000 of that loss over the two-year period. While we cannot put these funds directly into the CEC or CCC, we will be able to use these dollars in our other utility funds which will free up dollars that can then be transferred over to both funds to help address those deficits.

**2020 Revenues**

As indicated previously, one of the main goals of the CEC Fund is to make this fund an operationally self-supporting entity. While the Debt service for the construction of the facility itself is supported by our "Community Building Fund", which derives its revenues from multiple sources including the Chaska Electric Fund, the Economic Development Authority and our expiring TIF District #4, the CEC is meant to support all its own operations including Staffing, maintenance, utilities, and programming.

There are four main sources of revenue for the CEC, including:

- Restaurant Lease Revenue
- Curling Membership and League Fees
- Event Center Rental/Event Center Food Alcohol Sales
- Corporate Curling Events

I will spend some time discussing each of these revenue sources in detail below.

Currently, the CEC has a lease with Crooked Pint Restaurant to operate the restaurant within the building. Crooked Pint was chosen as the vendor for the restaurant service

after going through an RFP process while the facility was being developed. As part of our lease, the Crooked Pint is responsible for providing all food service within the facility, Staff, inventory, Point of Sales system and liquor license. While the Crooked Pint is not the exclusive provider of food service within our Event Center, they are the sole liquor license holder for the entire CEC building, and are the only vendor allowed for alcohol sales in the entire building. We structured it this way to make sure that we dealt with any potential liability issues relating to alcohol sales.

The Crooked Pint lease is currently structured so that lease payments are made based on a percentage of all gross sales in the building. Specifically, their lease is based on 7.5% of all food sales, and 10.5% of all alcohol sales.

As we looked at establishing the budget for 2022, one thing that we did was to look back to 2019 as being a year to budget our revenues from as we are getting back to normal but did not experience the normal growth we would have likely seen over the past two years. In 2019, the amount generated from this lease was $380,000. While it is slightly slower than when it first opened, it has continued to perform at a much higher level than we had initially projected, which helps us meet both our goal for attracting more people and revenue to the facility. Also, during the initial closing in the Spring for the pandemic, the Crooked Pint did implement changes, including a management change which has had a very positive impact on feedback we are now receiving from patrons. As we are looking to 2019 as a guide for our 2022 budget, for 2022 budget, we are budgeting for $380,122. We think this is very realistic as the 2021 lease revenue will come in at about $300,000 and that was after having to be closed for the first couple months of 2021 and being limited in capacity to 50% until the beginning of summer.

The second major source of revenue is Curling Membership and League fees. In the 2016-2017 season, the CEC had over 1,200 members of the facility, and was considered the largest curling facility in the Country by membership. For the 2017-2018 season, the facility was at approximately 950 members, and ended up matching the first year for league and membership revenue. For the 2019 season, we increased the number of members to 974 members and the Leagues continue to be full through the heart of our two Winter seasons. It should be noted that we currently have 78% of our members or are non-residents, with 22% being residents. In this sense, this facility has helped attract out of town visitors to our downtown area on a weekly basis, which was a major objective of this overall project.

As mentioned previously, the impact of COVID on Curling League participants is that it has dropped them down by about 16% down to 756 people in 2020. We did grow this back to 764 league members during the current 2021 Winter 1 League. We do think that there are still some that have not returned with the pandemic continuing to linger. Also, we are starting to see Corporate Events starting to come back much stronger as we get closer to the Holidays, which has been a major source of income in the past. Based on this, we are budgeting $698,378 in revenue in this area of operation for 2022, which is slightly lower to the $738,791 we generated in 2019 to recognize that it may take a little longer to get Corporate Curling events back to their pre-pandemic level.

The third major source of revenue in the CEC is from the Event Center itself. For the event center, we generate revenue off both the rental of the room for events, as well as from the sale of food and alcohol in the facility. For the room rental, we have groups renting the facility for anything as big as weddings, class reunions and Senior Proms, to renting it for non-profit fundraisers. Depending on the day, fees can be as low as $400 for 4 hours on a Sunday-Thursday block, all the way to $1,800 for an 8-hour block on a Saturday for non-residents.

Again, we are seeing activity increase relatively quickly in this area, as people who have delayed major events are anxious to move forward with them. We do think it is feasible to get back to our 2019 numbers of approximately $122,000, as we will end 2021 with close to $90,000 in revenue and we did not even have the entire year to be able to book events. At the same time, we have found that our rates have likely been lower than they should be as we look at comparable facilities and are recommending an increase in our rates based on the chart below. Based on this change, and the increased amount of activity, we do think that the $122,300 that we have budgeted for 2022 is feasible to attain. It should be noted that the City Council did set up a Scholarship Fund with $12,000 annually to help support non-profits with their fee for the use of the facility and we have budgeted in the General Fund to continue this into 2022.

| Friday | 2021 Non-Resident | 2021 Resident | 2022 Non-Resident | 2022 Resident |
|---|---|---|---|---|
| May-October | $1,800 | $1,600 | $1,900 | $1,700 |
| November-April | $1,550 | $1,900 | $1,650 | $1,450 |
| Saturday | | | | |
| May-October | $2,200 | $1,900 | $2,300 | $2,000 |
| November-April | $1,950 | $1,650 | $2,050 | $1,750 |
| Sunday | | | | |
| 4 hours | $475 | $400 | $475 | $400 |
| 8 hours | $775 | $700 | $775 | $700 |
| Hourly | | | | |
| Less than 8 hours | $100 | $90 | $100 | $90 |

As mentioned previously, all alcohol sales for the Event Center are required to go through the Crooked Pint restaurant, as they are the liquor license holder for the entire facility. We receive 10.5% of all alcohol sales in the event center as we would in the restaurant. Users of the facility can utilize whatever caterer they want to for their event, with the caterer's fee being equal to 17% of their gross sales for outside vendors and a 12% fee for use of the Crooked Pint. The reason for this difference is because outside caterers are provided with the full caterer's kitchen as part of their package, and it takes more staff resources to be able to manage the outside vendor.

Finally, our last source of revenue for the Curling facility is through Corporate Events in our Curling Facility. Our Corporate Events are booked on weekday afternoons within the Curling Center and include the use of the Curler's Lounge in the front of the rink for business meetings and lunch, with a Learn to Curl session, complete with instructors, provided for the participants as a team building event. These Corporate Events have been very popular, with several afternoons per week booked for these events. The fee for these Corporate Events is $45 per person. If a corporate event is held on the weekend, the fee is $50 per person. Food is something that is provided separately from

Crooked Pint, but they can order and be served directly in the Curler's Lounge Space. The total revenue generated for this service in 2019 was $245,947 which was significantly above our original budget for that year. Unfortunately, with people not gathering employee groups because of COVID, this has had a major impact on the Corporate Events over the past two years, but especially in 2020 where we only saw $89,000 in activity. As mentioned above, we have seen this business just start to pick up in the 4th quarter of this year, with us expected to end the year close to our budget of $123,000. We expect this will grow back in 2022, but not quite to the levels we saw in 2019. That is why we are budgeting $200,000 in Corporate Events for 2022.

The final revenue source we have coming in is $1,581,692 from the Community Building Fund to support the debt service on the construction of this project.

Based on this, we are recommending that the adopted revenue budget we have for 2022 will be $2,770,338.

Below is a chart reflecting the actual revenue number for 2020, as well as the budgeted revenue for the 2021 budget year, along with the proposed regular budget for 2022 and the planned budget we will be working from.

| Revenues | Actual 2019 | Actual 2020 | Budget 2021 | Budget 2022 | Change | %Change |
|---|---|---|---|---|---|---|
| Event Center Rental | $121,975 | $31,945 | $69,880 | $122,300 | $52,420 | 75.01% |
| Curling Center Leagues/Memberships | $491,633 | $343,991 | $388,971 | $498,378 | $109,407 | 28.13% |
| Corporate Curling Events | $245,947 | $89,090 | $123,000 | $200,000 | $77,000 | 62.60% |
| Restaurant Lease | $379,420 | $176,124 | $300,000 | $380,122 | $80,122 | 26.71% |
| Community Fund Transfer (Debt) | $1,484,099 | $1,573,692 | $1,573,947 | $1,581,692 | $7,745 | 0.49% |
| Other Revenue | $1,316 | $507 | $1,157 | -$12,154 | -$13,311 | -1150.48% |
| Total Operating Revenues | $2,724,390 | $2,215,349 | $2,456,955 | $2,770,338 | $313,383 | 12.75% |

## 2022 Expenditures

From an expenditure standpoint, there are two main types of expenses that we have within the Curling and Event Center. The first expense that we have is with Staffing as it relates both to scheduling and programming of the facility, as well as on-going and daily maintenance of the facility. The second major expense is with the day-to-day operational costs such as cleaning, utilities, and on-going maintenance of mechanical systems within the building.

From a staffing standpoint, we currently have 4 full-time employees within the CEC facility office, 1 full-time employee for custodial care of the building, as well as some part-time help to staff the front desk and to put up and tear down equipment for different events happening within the CEC. It should be noted that as part of the 2017 budget, we did bring the function of custodial care in-house with the addition of a full-time staff member, as opposed to the contracted service that was provided when the facility was first opened. By adding that position we were able to provide this service more cost-effectively and do it to the unique service standards we have for the building and the different functions we have hosted within the building.

During the pandemic, we did furlough many of our part-time staff to help reduce overall costs. While we will still look for these opportunities to keep costs down until we are fully functioning at a normal level, our budget for 2022 does anticipate we will bring

back more of our part-time staff so that we do not burn out our full-time staff by having them be responsible for too many shifts.

Our full-time staff consists of our Curling Manager, our Curling Ice Maker, the Event Center Manager, our Facility Coordinator Position, as well as our full time Custodian. Each are responsible for the day-to-day leadership of their individual areas, although we do see cross-over between the positions because of the interrelation of many things within the facility. As with the Community Center, because this facility falls under the general Parks and Recreation Department, we do get the benefits of efficiency being able to provide some shared staff both with the Park and Recreation Department out of the General Fund, and the Community Center staff through this Enterprise Fund These are similar efficiencies we see between other Enterprise Funds, and the General Fund, thus allowing us to keep our Administrative costs as low as possible in each of these funds.

From a day-to-day operational standpoint, the biggest expenses we have other than staffing in the CEC is the cost of Utilities, general custodial duties within the facility, and the cost of maintaining our mechanical systems within the building. From a utility perspective, we break down the cost of Utilities based on the area of the building based on the City versus leasable portions of the building. The utilities include sewer, water, electric, gas and garbage. Within the Event Center, Curling Center and general common areas of the facility, our Utility costs are approximately $170,000 per year, with the costs within the restaurant area being approximately $50,000 per year. We have this number going up this year due to the increase in utility costs and the anticipation of the building being fully open during the entire year.

The only other thing to mention as part of the CEC budget is that all debt service is included in the overall budget for the entire project, including the Firemen's Park redevelopment components. Because this debt service is covered through dollars accumulated in our "Community Building Fund", the EDA and our expired TIF District #4, we do see a transfer of dollars coming into the CEC Fund, with those then going back out to support this debt service. This is not expenses related to day-to-day operations. Based on the total Revenue and Expense budget for 2022, below is the expenditure budget that we would suggest for 2022.

| Expenditures | Actual 2019 | Budget 2020 | Normal Budget 2021 | Planned Budeget 2021 | Change | % Change |
|---|---|---|---|---|---|---|
| Administration/General Fac | $610,345 | $691,769 | $725,250 | $725,250 | $0 | 0.00% |
| Event Center | $110,646 | $129,751 | $117,343 | $116,343 | -$1,000 | -0.85% |
| Curling Center | $443,385 | $298,254 | $335,607 | $293,257 | -$42,350 | -12.62% |
| Crooked Pint | $131,147 | $74,963 | $58,525 | $58,525 | $0 | 0.00% |
| Other | $85 | $0 | $21,020 | $1,255 | -$19,765 | -94.03% |
| Depreciation | $628,588 | $5,000 | $5,000 | $5,000 | $0 | 0.00% |
| Debt Service | $489,965 | $1,589,077 | $1,586,101 | $1,586,846 | $745 | 0.05% |
| Total Operating Expenses | $2,414,161 | $2,788,814 | $2,848,846 | $2,786,476 | -$62,370 | -2.19% |

Based on this budget, we would anticipate a deficit of $102,048 which we expect because we are still building back from the pandemic. As mentioned last year, if we need to, these funds can come out of the Self Insurance Fund. To this point, we have had that option to get through the pandemic but have not had to use it.

# CITY OF CHASKA
# CARVER COUNTY, MINNESOTA

## RESOLUTION

**DATE 12/20/2021 RESOLUTION NO. 2021-92**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

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**A Resolution Adopting 2022 Fund Budgets and Property Tax Levies for Payable 2022**

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WHEREAS, the City has conducted a public hearing on December 6, 2021, to receive comments from the public on a proposed 2021 Budget and tax levies recommended therein; and,

WHEREAS, the City must certify to the County Auditor on or before December 28, 2021, property tax levies for Assessed 2021 Payable 2022.

NOW, THEREFORE, BE IT RESOLVED, that the following Assessed 2021 Payable 2022 property tax levies be adopted consistent with the 2022 Budget:

| Fund | Levy Amount |
|---|---|
| General Fund | $ 8,429,549 |
| Equipment Acquisition Fund | 3,751,317 |
| Mt Pleasant Cemetery Fund | 6,000 |
| Total All City Operating Levies | 12,186,866 |
| Abatement District Levy | 302,574 |
| Total All City Levies | $12,489,440 |
| | |
| Total EDA Fund Levy, HRA Levy | $ 182,989 |

FURTHER, BE IT RESOLVED, that the following levy supported and special revenue fund budgets for 2022 be adopted:

| Fund | Revenue and Other Sources | Expenditures and Other Uses | Fund Balance Increase (Decrease) |
|---|---|---|---|
| General Fund | $ 21,724,729 | $ 21,424,729 | $ 300,000 |
| Fund Balance - Committed | $ - | $ 300,000 | $ (300,000) |
| Total General Fund Budget | $ 21,724,729 | $ 21,724,729 | $ - |
| Equipment Acquisition | $ 4,540,817 | $ 4,540,817 | $ - |
| Fund Balance Planned Uses | $ - | $ - | $ - |
| Total Equip Acquisition Budget | $ 4,540,817 | $ 4,540,817 | $ - |
| Mt. Pleasant Cemetery Fund | $ 8,700 | $ 13,500 | $ (4,800) |
| Fund Balance Planned Uses | $ 4,800 | $ - | $ 4,800 |
| Total Mt. Pleasant Budget | $ 13,500 | $ 13,500 | $ - |
| Total City Funds | $ 26,279,046 | $ 26,279,046 | $ - |
| EDA Fund | $ 422,489 | $ 422,489 | $ - |

FURTHER BE IT RESOLVED, that the following enterprise fund budgets for 2022 be adopted:

| Fund | Revenues and Other Sources | Expenses and Other Uses | Net Position Increase (Decrease) |
|---|---|---|---|
| Electric | $43,308,700 | $42,575,427 | $733,273 |
| Water | 4,380,540 | 4,311,466 | 69,074 |
| Sanitary Sewer | 5,179,150 | 5,485,750 | (306,600) |
| Community Center | 4,021,443 | 4,381,596 | (360,153) |
| Town Course | 3,030,400 | 2,860,152 | 170,248 |
| Turbine | 2,590,403 | 2,416,020 | 174,383 |
| Storm Water Mgmt. | 2,141,502 | 2,240,140 | (98,638) |
| Curling Center | 2,770,338 | 2,882,964 | (112,626) |

FURTHER BE IT RESOLVED, that the City Clerk is directed to file these approved levies with the Carver County Auditor on or before December 28, 2021.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 20th day of December 2021.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

# CLAIMS ROSTER REPORT

**FOR COUNCIL MEETING:** **December 20, 2021**

Paid and Unpaid Invoices:
Check #'s 340575-340751 **$1,109,909.85**

Paid Electronic Invoices:
Wire #'s 3025-3036 **$312,702.67**

**Amount for Approval-Council Meeting:**
**December 20, 2021** **$1,422,612.52**

Checks

munis
a tyler erp solution



| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 100007 AAA STRIPING SERVICE CO | | | | | | | | | |
| 21314*01 | | 11/30/2021 | 122121 | 340597 | 2,580.00 | 12/30/2021 | INV | PD | PAINT STRIPING WHITE OAK |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 103825 ACUSHNET COMPANY | | | | | | | | | |
| 300347141 | | 12/13/2021 | 122121 | 340598 | -357.00 | 03/31/2022 | CRM | PD | CREDIT-RETURNED SHOES |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 912308996 | | 12/08/2021 | 122121 | 340598 | 522.88 | 01/07/2022 | INV | PD | RESALE |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 165.88 | | | | |
| 108949 ADVANTAGE COLLECTION PROFESSIONALS LLC | | | | | | | | | |
| 8097784 | | 12/01/2021 | 122121 | 340599 | 309.91 | 12/31/2021 | INV | PD | Nov Collection Commission |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100119 SHAKOPEE VALLEY FORD | | | | | | | | | |
| 310333FOW | | 11/26/2021 | 122121 | 340600 | 28.60 | 12/26/2021 | INV | PD | Squad 1213 - door switche |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100122 ARAMARK REFRESHMENT SERVICES | | | | | | | | | |
| 5096234 | | 11/24/2021 | 122121 | 340601 | 127.01 | 12/24/2021 | INV | PD | FD COFFEE & COCOA |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 109198 ARCHER MECHANICAL | | | | | | | | | |
| 26841 | | 11/26/2021 | 122121 | 340602 | 8,827.98 | 12/26/2021 | INV | PD | REPLACE AHU BLOWER SHAFT/ |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100144 ASPEN EQUIPMENT COMPANY | | | | | | | | | |
| 10233417 | | 12/08/2021 | 122121 | 340603 | 1,253.51 | 01/07/2022 | INV | PD | SNOW - BLADES |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100146 ASPEN MILLS INC | | | | | | | | | |
| 284465 | | 11/24/2021 | 122121 | 340604 | 232.18 | 12/24/2021 | INV | PD | FF DUTY UNIFORM-SCHROECKE |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 284713 | | 12/01/2021 | 122121 | 340604 | 87.11 | 12/31/2021 | INV | PD | DUTY UNIFORM-SCHRUPP |
| CHECK DATE: 12/21/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 284751 | | 12/01/2021 | 122121 | 340604 | 709.34 | 12/31/2021 | INV | PD | DUTY UNIFORM-CAPTAIN PAR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 1,028.63 | | | | |
| 110276 ASPIRE BAKERY | | | | | | | | | |
| 260406130-2021-1 | | 12/02/2021 | 122121 | 340605 | 10,348.34 | 01/02/2022 | INV | PD | NOV REBATE-CUSTOM-LIGHTIN |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 110283 AV FOR YOU LLC | | | | | | | | | |
| 34534 | | 12/05/2021 | 122121 | 340606 | 740.00 | 01/05/2022 | INV | PD | AUDIO FOR TREE LIGHTING C |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 103703 BAILIWICK SERVICES LLC | | | | | | | | | |
| 260408001-2021-2 | | 12/02/2021 | 122121 | 340607 | 2,000.00 | 01/02/2022 | INV | PD | NOV REBATE-BUSINESS LIGHT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100174 BAUER BUILT TIRE AND BATTERY | | | | | | | | | |
| 518012891 | | 12/02/2021 | 122121 | 340608 | 298.45 | 01/02/2022 | INV | PD | #114 MOUNT 2 FRONT TIRES |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 518012892 | | 12/02/2021 | 122121 | 340608 | 280.00 | 01/15/2022 | INV | PD | #110 MOUNT 4 REAR TIRES |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 518012893 | | 12/02/2021 | 122121 | 340608 | 278.45 | 01/15/2022 | INV | PD | #116 MOUNT 4 REAR TIRES |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 518012895 | | 12/02/2021 | 122121 | 340608 | 280.00 | 01/15/2022 | INV | PD | #311 MOUNT 4 REAR TIRES |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 1,136.90 | | | | |
| 100186 BELL LUMBER & POLE COMPANY | | | | | | | | | |
| INV-005691 | 210155 | 11/02/2021 | 122121 | 340609 | 4,170.00 | 12/02/2021 | INV | PD | 35' WOOD ELECTRIC POLES |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 104610 MARIE S BERRY | | | | | | | | | |
| 95854 | | 11/23/2021 | 122121 | 340610 | 250.00 | 12/23/2021 | INV | PD | Instruction & supplies AO |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 109373 BLAHOSKI, TERESA | | | | | | | | | |
| 2011573.002 | | 12/06/2021 | 122121 | 340611 | 54.85 | 01/06/2022 | INV | PD | CCC MEMBERSHIP RFD-CANCEL |
| CHECK DATE: 12/21/2021 | | | | | | PAYEE: BLAHOSKI, TERESA | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 100226 BRAUN INTERTEC CORPORATION | | | | | | | | | |
| B277128<br>CHECK DATE: 12/21/2021 | | 12/09/2021 | 122121 | 340612 | 13,304.50 | 01/09/2022 | INV | PD | CHASKA CREEK BLVD PHASE 2 |
| 103810 TARA ALISON BRUESKE | | | | | | | | | |
| 95985<br>CHECK DATE: 12/21/2021 | | 12/07/2021 | 122121 | 340613 | 200.00 | 01/11/2022 | INV | PD | The Brueske's Holiday Con |
| 107733 C-D PRODUCTS INC | | | | | | | | | |
| 78743<br>CHECK DATE: 12/21/2021 | | 11/30/2021 | 122121 | 340614 | 1,835.00 | 12/30/2021 | INV | PD | CH Photo Display by Eleva |
| 100304 CARBURETION & TURBO SYSTEMS INC | | | | | | | | | |
| 192056<br>CHECK DATE: 12/21/2021 | | 12/06/2021 | 122121 | 340615 | 75.00 | 01/05/2022 | INV | PD | FORK LIFT EMISSION TEST |
| 192057<br>CHECK DATE: 12/21/2021 | | 12/06/2021 | 122121 | 340615 | 75.00 | 01/06/2022 | INV | PD | FORK LIFT EMISSION TESTIN |
| | | | | | 150.00 | | | | |
| 100302 CARVER COUNTY | | | | | | | | | |
| 2875<br>CHECK DATE: 12/21/2021 | | 12/06/2021 | 122121 | 340616 | 9,035.23 | 01/05/2022 | INV | PD | PAY 2022 TNT BILLING |
| 107854 CASTLE, ANDREW | | | | | | | | | |
| 95958<br>CHECK DATE: 12/21/2021 | | 10/31/2021 | 122121 | 340617 | 85.68 | 01/07/2022 | INV | PD | TC MILEAGE 9-23-10/29 |
| 100337 QWEST CORPORATION | | | | | | | | | |
| 313692512/DEC21<br>CHECK DATE: 12/16/2021 | | 12/01/2021 | 121621 | 340590 | 258.35 | 12/27/2021 | INV | PD | DEC TC CLUBHS LOC PHN SVC |
| 313773369/DEC21<br>CHECK DATE: 12/16/2021 | | 12/01/2021 | 121621 | 340590 | 99.18 | 12/27/2021 | INV | PD | DEC CCC BURGLAR ALARM |
| | | | | | 357.53 | | | | |
| 100374 CHANHASSEN, CITY OF | | | | | | | | | |
| 95893 | | 11/30/2021 | 122121 | 340618 | 21.24 | 12/21/2021 | INV | PD | STORMWATER 9/1/21-11/30/2 |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100363 CHASKA HISTORICAL SOCIETY | | | | | | | | | |
| 96026 | | 12/03/2021 | 122121 | 340619 | 25.00 | 01/03/2022 | INV | PD | CHASKA ORNAMENTS FOR CITY |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100372 CHASKA MORAVIAN CHURCH | | | | | | | | | |
| 40061600-2021-1 | | 12/02/2021 | 122121 | 340620 | 936.00 | 01/02/2022 | INV | PD | NOV REBATE-BUSINESS LIGHT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 105431 EUGENE FLAUVIN MILLER | | | | | | | | | |
| 96014 | | 12/03/2021 | 122121 | 340621 | 600.00 | 01/03/2022 | INV | PD | #708 REPAIRS AND PAINT (A |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 103458 CITY OF CHASKA-PUBLIC WORKS | | | | | | | | | |
| 133013001-2021-5 | | 11/19/2021 | 122121 | 340623 | 25,191.43 | 01/02/2022 | INV | PD | NOV REBATE-CITY ST LIGHT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 133013001-2021-6 | | 11/10/2021 | 122121 | 340622 | 7,283.24 | 01/02/2022 | INV | PD | NOV REBATE-BUSINESS LIGHT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 32,474.67 | | | | |
| 100418 CLEARSOFT INC | | | | | | | | | |
| 146-319 | | 12/01/2021 | 122121 | 340624 | 75.00 | 12/27/2021 | INV | PD | DEC FD WATER SOFTENER REN |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100436 COMCAST CORPORATION | | | | | | | | | |
| 96185 | | 12/09/2021 | 121621 | 340591 | 79.48 | 01/03/2022 | INV | PD | Dec PD Cable |
| CHECK DATE: 12/16/2021 | | | | | | | | | |
| 105466 COMPUTER INTEGRATION TECHNOLOGIES INC | | | | | | | | | |
| 318869 | | 11/30/2021 | 122121 | 340625 | 220.00 | 12/30/2021 | INV | PD | OCT CYBER SECURITY TRAINI |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 107686 CONCENTRA HEALTH SERVICES INC | | | | | | | | | |
| 15284122 | | 11/17/2021 | 122121 | 340626 | 410.00 | 01/07/2022 | INV | PD | DRUG/ALCOHOL TESTING |
| CHECK DATE: 12/21/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| 106301 CORE AND MAIN LP | | | | | | | | | |
| Q046985 | 210157 | 12/06/2021 | 122121 | 340627 | 364.38 | 01/06/2022 | INV | PD | WATER INVENTORY 1" METER |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 106958 SARGENT ENTERPRISES INC | | | | | | | | | |
| 2021390 | | 11/30/2021 | 122121 | 340628 | 558.00 | 12/30/2021 | INV | PD | FLAGS FOR PARKS & DEPT BU |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 2021396 | | 12/02/2021 | 122121 | 340628 | 1,272.00 | 01/02/2022 | INV | PD | FLAGS FOR VETERAN'S PARK |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 1,830.00 | | | | |
| 107485 CROWN COLLEGE | | | | | | | | | |
| 28 | | 12/06/2021 | 122121 | 340629 | 350.00 | 01/06/2022 | INV | PD | FD EMT/EMR TRAINING 11/1 |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100479 CULLIGAN-METRO BROOKLYN PARK | | | | | | | | | |
| 114-01594506-5 NOV21 | | 11/30/2021 | 122121 | 340630 | 51.63 | 12/20/2021 | INV | PD | COOLER RENT & WATER-TC MA |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100490 DAKOTA SUPPLY GROUP INC | | | | | | | | | |
| S101073626.001 | 210158 | 12/14/2021 | 122121 | 340631 | 22,099.47 | 01/25/2022 | INV | PD | TRN UG 750 KVA 7.9 277/48 |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 106328 DANCO COMMERCIAL PAINTING INC | | | | | | | | | |
| 2230 | | 12/03/2021 | 122121 | 340632 | 2,475.00 | 01/03/2022 | INV | PD | PAINT FD BATHROOMS & LOCK |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 110277 DEROCHER, PAUL AND L | | | | | | | | | |
| 183440900-2021-1 | | 12/02/2021 | 122121 | 340633 | 1,095.00 | 01/02/2022 | INV | PD | NOV REBATE-SOLAR PANEL |
| CHECK DATE: 12/21/2021 | | | | | | PAYEE: DEROCHER, PAUL AND LINDA | | | |
| 105629 DICKS SANITATION SERVICE INC | | | | | | | | | |
| DT0004294971 | | 11/30/2021 | 122121 | 340634 | 892.06 | 12/30/2021 | INV | PD | MSB |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| DT0004294972 | | 11/30/2021 | 122121 | 340634 | 332.57 | 12/30/2021 | INV | PD | FIRE STATION |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| DT0004294973 | | 11/30/2021 | 122121 | 340634 | 561.21 | 12/30/2021 | INV | PD | CITY HALL |

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| CHECK DATE: 12/21/2021 | | | | | | | | | |
| DT0004294974 | | 11/30/2021 | 122121 | 340634 | 169.44 | 12/30/2021 | INV | PD | VETERAN'S PARK |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 1,955.28 | | | | |
| 109650 DUDE SOLUTIONS INC | | | | | | | | | |
| INV-101324 | | 11/19/2021 | 122121 | 340635 | 3,040.00 | 12/19/2021 | INV | PD | SMARTGOV CONFIGURATIONS-F |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100570 DYNAMIC BRANDS LLC | | | | | | | | | |
| INV1502434 | | 11/10/2021 | 122121 | 340636 | 71.79 | 01/01/2022 | INV | PD | PUSH CART PARTS-BASKET AS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 110104 RALNY FALLS VENTURES LLC | | | | | | | | | |
| 10106 | | 11/19/2021 | 122121 | 340637 | 1,468.40 | 12/19/2021 | INV | PD | FF GEAR REPAIR & CLEANING |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 10111 | | 12/05/2021 | 122121 | 340637 | 1,831.20 | 01/05/2022 | INV | PD | FF GEAR REPAIR & CLEANING |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 3,299.60 | | | | |
| 102657 ENERGY MANAGEMENT SOLUTIONS INC | | | | | | | | | |
| 10325 | | 12/01/2021 | 122121 | 340638 | 7,148.29 | 01/01/2022 | INV | PD | DEC RETAINER FEE |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100643 FASTENAL COMPANY | | | | | | | | | |
| MNT10103778 | | 11/30/2021 | 122121 | 340639 | 241.56 | 12/30/2021 | INV | PD | ZIP TIES FOR PARK DEPARTM |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100649 FEDERAL EXPRESS CORPORATION | | | | | | | | | |
| 7-583-45589 | | 12/01/2021 | 121421 | 340583 | 24.91 | 12/16/2021 | INV | PD | SHIPPING |
| CHECK DATE: 12/14/2021 | | | | | | | | | |
| 100653 FERGUSON ENTERPRISES INC | | | | | | | | | |
| 8925605 | | 11/24/2021 | 122121 | 340640 | 17.71 | 12/24/2021 | INV | PD | TEST STRIPS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100658 FERGUSON WATERWORKS | | | | | | | | | |

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| 0487306 | 210156 | 11/24/2021 | 122121 | 340641 | 2,075.25 | 12/24/2021 | INV | PD | WATER INVENTORY EXTENSION |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100655 FERRELLGAS 7780961 | | | | | | | | | |
| 1117584609 | | 12/01/2021 | 122121 | 340642 | 123.62 | 01/01/2022 | INV | PD | PROPANE FORKLIFT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 106319 CHAD JEREMY FIGG | | | | | | | | | |
| Nov 2021 | | 12/01/2021 | 122121 | 340643 | 265.20 | 01/01/2022 | INV | PD | Nov Tae Kwon Do |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100690 WADE FRADENBURGH | | | | | | | | | |
| 95853 | | 12/02/2021 | 122121 | 340644 | 175.00 | 01/02/2022 | INV | PD | entertainment Lodge Holid |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 108043 GERIKE, MONA | | | | | | | | | |
| 2011571.002 | | 12/06/2021 | 122121 | 340645 | 25.55 | 01/06/2022 | INV | PD | CCC MEMBERSHIP RFD-CANCEL |
| CHECK DATE: 12/21/2021 | | | | | | PAYEE: GERIKE, MONA | | | |
| 102556 GF JEDLICKI INC | | | | | | | | | |
| 111721 | | 11/17/2021 | 122121 | 340646 | 117,212.41 | 01/02/2022 | INV | PD | MCKNIGHT WETLAND OUTLET M |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 110275 GMH ASPHALT | | | | | | | | | |
| 36400 | | 12/14/2021 | 122121 | 340647 | 1,620.68 | 01/14/2022 | INV | PD | HYDRANT PERMIT REFUND-WAL |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 110278 GOOD AND TWISTED YOGA | | | | | | | | | |
| 70189590-2021-1 | | 12/02/2021 | 122121 | 340648 | 151.80 | 01/02/2022 | INV | PD | NOV REBATE-BUSINESS LIGHT |
| CHECK DATE: 12/21/2021 | | | | | | PAYEE: GOOD AND TWISTED YOGA | | | |
| 106901 INFLECTION.COM INC | | | | | | | | | |
| CIT02939041 | | 11/30/2021 | 122121 | 340649 | 41.00 | 12/30/2021 | INV | PD | NOV BACKGROUND CHECKS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101463 GOPHER STATE ONE CALL | | | | | | | | | |
| 1110281 | | 11/30/2021 | 122121 | 340650 | 391.50 | 12/30/2021 | INV | PD | NOVEMBER LOCATES |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100759 GRAINGER | | | | | | | | | |
| 9134939348 | | 11/30/2021 | 122121 | 340651 | 113.36 | 12/30/2021 | INV | PD | MOTOR FOR ARENA BATHROOM |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100765 GREENE ESPEL PLLP | | | | | | | | | |
| 84991 | | 12/09/2021 | 122121 | 340652 | 4,849.20 | 01/09/2022 | INV | PD | OAK RIDGE REDEVELOPMENT-N |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 110272 HEUTMAKER, MADISON | | | | | | | | | |
| 35606 | | 12/14/2021 | 122121 | 340653 | 78.22 | 01/14/2022 | INV | PD | METER DEPOSIT REFUND-202 |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100848 HIGH TECH CLEANING INC | | | | | | | | | |
| 17224 | | 11/22/2021 | 122121 | 340654 | 6,461.95 | 12/22/2021 | INV | PD | Oct CCC Cleaning-Bathroom |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 17253 | | 12/01/2021 | 122121 | 340654 | 3,092.25 | 01/01/2022 | INV | PD | CITY HALL |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 17254 | | 12/01/2021 | 122121 | 340654 | 485.16 | 01/01/2022 | INV | PD | COMMUNITY ROOM-CLOVER RID |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 17255 | | 12/01/2021 | 122121 | 340654 | 1,495.91 | 01/01/2022 | INV | PD | FIRE STATION |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 17256 | | 12/01/2021 | 122121 | 340654 | 1,140.83 | 01/01/2022 | INV | PD | HISTORY CENTER |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 17257 | | 12/01/2021 | 122121 | 340654 | 202.15 | 01/01/2022 | INV | PD | IT DEPARTMENT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 17258 | | 12/01/2021 | 122121 | 340654 | 1,971.55 | 01/01/2022 | INV | PD | MSB |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 17259 | | 12/01/2021 | 122121 | 340654 | 161.72 | 01/01/2022 | INV | PD | STANTEC BUILDING |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 17260 | | 12/01/2021 | 122121 | 340654 | 625.00 | 01/01/2022 | INV | PD | WTP |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 15,636.52 | | | | |
| 107416 HORIZON CHEMICAL CO INC | | | | | | | | | |
| SV210930224-NH | | 10/13/2021 | 122121 | 340655 | 1,937.80 | 11/12/2021 | INV | PD | Additional Repairs to the |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100878 HUEBSCH | | | | | | | | | |
| 84176/NOV2021 | | 11/30/2021 | 122121 | 340656 | 1,026.27 | 12/10/2021 | INV | PD | NOV RUG/MAT SVC |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100879 PRAIRIE TECHNOLOGIES INC OF MN | | | | | | | | | |
| 210585 | | 11/23/2021 | 122121 | 340657 | 1,257.50 | 12/23/2021 | INV | PD | Svc on BMS( RTU-2, RTU-3 |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 108162 HYDRO-DESIGNS INC | | | | | | | | | |
| 0064579-IN | | 11/30/2021 | 122121 | 340658 | 680.96 | 12/30/2021 | INV | PD | RPZ TESTING MGT NOV 2021 |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP | | | | | | | | | |
| 2021/1203-ICMA | | 12/03/2021 | 120721 | 340575 | 6,635.11 | 12/03/2021 | INV | PD | 120321 Payroll 457 & Roth |
| CHECK DATE: 12/07/2021 | | | | | | | | | |
| 104751 IMPACT MAILING OF MINNESOTA INC | | | | | | | | | |
| 155751 | | 11/16/2021 | 122121 | 340659 | 531.02 | 01/01/2022 | INV | PD | Nov Disconnects |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 156019 | | 12/01/2021 | 122121 | 340659 | 9,399.91 | 12/31/2021 | INV | PD | Nov Bills |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 156023 | | 12/01/2021 | 122121 | 340659 | 1,024.00 | 12/31/2021 | INV | PD | Nov Reminders |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 156024 | | 12/01/2021 | 122121 | 340659 | 295.74 | 12/31/2021 | INV | PD | Nov Final Bills |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 156260 | | 12/11/2021 | 122121 | 340659 | 470.80 | 12/31/2021 | INV | PD | Dec Disconnects |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 11,721.47 | | | | |
| 100900 INDELCO PLASTICS CORPORATION | | | | | | | | | |
| INV296070 | | 11/24/2021 | 122121 | 340660 | 87.48 | 12/24/2021 | INV | PD | PIPE FITTINGS-CHEMICAL LI |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100945 JERRYS TRANSMISSION SERVICE INC | | | | | | | | | |
| 0037724 | | 11/17/2021 | 122121 | 340661 | 362.52 | 12/17/2021 | INV | PD | #311 FIRE SEAT BOTTOM |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 102031 TYCO FIRE & SECURITY (US) MANAGEMENT INC | | | | | | | | | |
| 88309567 | | 11/23/2021 | 122121 | 340662 | 1,296.88 | 12/23/2021 | INV | PD | FIRE SUPRESSION SYS REPAI |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 108948 AUDRANN INC | | | | | | | | | |
| 1343161 | | 11/30/2021 | 122121 | 340663 | 11.25 | 01/14/2022 | INV | PD | CAPACITOR FOR ROOFTOP HVA |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 110279 KACHELMEIER, CADE | | | | | | | | | |
| 350031760-2021-1 | | 12/02/2021 | 122121 | 340664 | 2,055.00 | 01/02/2022 | INV | PD | NOV REBATE-SOLAR PANEL |
| CHECK DATE: 12/21/2021 | | | | | PAYEE: KACHELMEIER, CADE | | | | |
| 110271 KARLEN, TERRY | | | | | | | | | |
| 10013728 | | 12/14/2021 | 122121 | 340665 | 69.13 | 01/14/2022 | INV | PD | METER DEPOSIT REFUND-831 |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 110274 KDR HOMES | | | | | | | | | |
| 36248 | | 12/14/2021 | 122121 | 340666 | 275.43 | 01/14/2022 | INV | PD | HYDRANT PERMIT REFUND-SAV |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 102949 KENNEDY AND GRAVEN CHARTERED | | | | | | | | | |
| CH145-00022 NOV | | 12/13/2021 | 122121 | 340667 | 87.50 | 01/13/2022 | INV | PD | METRONET FRANCHISE MATTER |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 100992 KEYS WELL DRILLING COMPANY | | | | | | | | | |
| 2021084-1 | | 11/12/2021 | 122121 | 340668 | 9,000.00 | 12/18/2021 | INV | PD | INSTALL TC WELL FOR IRRIG |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101043 LANO EQUIPMENT INC | | | | | | | | | |
| 01-862435 | | 12/01/2021 | 122121 | 340669 | 9,362.47 | 01/01/2022 | INV | PD | #149 BOBCAT ACCESSORY TOO |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 01-880263 | | 12/03/2021 | 122121 | 340669 | 92.26 | 01/03/2022 | INV | PD | WEED WHIP PARTS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 01-881338 | | 12/09/2021 | 122121 | 340669 | 203.31 | 01/09/2022 | INV | PD | #162 SNOW BOBCAT SIDE BRO |
| CHECK DATE: 12/21/2021 | | | | | | | | | |

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| 01-936841 | | 11/23/2021 | 122121 | 340669 | 92.26 | 12/23/2021 | INV | PD | WEED WHIP PARTS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 9,750.30 | | | | |
| 101050 LAW ENFORCEMENT LABOR SERVICES INC | | | | | | | | | |
| December 2021 | | 12/03/2021 | 120721 | 340576 | 1,524.00 | 12/03/2021 | INV | PD | December 2021 Police Unio |
| CHECK DATE: 12/07/2021 | | | | | | | | | |
| 101071 LENZEN CHEVROLET BUICK INC | | | | | | | | | |
| 84170 | | 12/03/2021 | 122121 | 340670 | 28.95 | 01/03/2022 | INV | PD | #708 FENDER EMBLEM FROM A |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101097 LOCATORS & SUPPLIES INC | | | | | | | | | |
| 0296683-IN | | 11/30/2021 | 122121 | 340671 | 773.98 | 12/30/2021 | INV | PD | LOCATING FLAGS AND WIRE |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 0296893-IN | | 12/13/2021 | 122121 | 340671 | 137.26 | 01/15/2022 | INV | PD | GLOVES - SAFETY CITY ISSU |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 911.24 | | | | |
| 110118 LOCKRIDGE GRINDAL NAUEN PLLP | | | | | | | | | |
| 112405 | | 12/01/2021 | 122121 | 340672 | 3,333.33 | 12/31/2021 | INV | PD | Dec Lobbyist for City Squ |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 103842 LOCAL GOVERNMENT INFORMATION SYSTEMS | | | | | | | | | |
| 51277 | | 12/01/2021 | 122121 | 340673 | 775.00 | 12/31/2021 | INV | PD | DEC SA SUPPORT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 105139 LUBE TECH AND PARTNERS LLC | | | | | | | | | |
| 2773857 | | 11/27/2021 | 122121 | 340674 | 333.51 | 12/27/2021 | INV | PD | OIL FOR SNOW BLOWERS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 105710 MACQUEEN EMERGENCY GROUP | | | | | | | | | |
| P06065 | | 11/23/2021 | 122121 | 340675 | 257.00 | 12/23/2021 | INV | PD | #312 FIRE DOOR HANDLE ASS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101124 MACQUEEN EQUIPMENT | | | | | | | | | |
| P38675 | | 11/24/2021 | 122121 | 340676 | 1,793.10 | 12/24/2021 | INV | PD | ELGIN SWEEPER PARTS |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 103449 MADDEN GALANTER HANSEN LLP | | | | | | | | | |
| 96141 | | 12/07/2021 | 122121 | 340677 | 1,045.00 | 01/07/2022 | INV | PD | NOV LEGAL |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 109562 MAHONEY, MARY | | | | | | | | | |
| 2011572.002 | | 12/06/2021 | 122121 | 340678 | 25.55 | 01/06/2022 | INV | PD | CCC MEMBERSHIP RFD-CANCEL |
| CHECK DATE: 12/21/2021 | | | | | | PAYEE: MAHONEY, MARY | | | |
| 104521 MANGOLD GROUP LLC | | | | | | | | | |
| 3053 | | 11/24/2021 | 122121 | 340679 | 4,330.23 | 12/24/2021 | INV | PD | BLVD RESTORATION 61 & CED |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 103176 MANSFIELD OIL COMPANY | | | | | | | | | |
| 22819947 | | 12/09/2021 | 122121 | 340680 | 10,650.15 | 01/08/2022 | INV | PD | UNLEADED FUEL |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 22819948 | | 12/09/2021 | 122121 | 340680 | 5,365.56 | 01/08/2022 | INV | PD | DYED DIESEL WITH COLDPRO |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 22819949 | | 12/09/2021 | 122121 | 340680 | 2,817.90 | 01/08/2022 | INV | PD | DYED DIESEL WITH COLDPRO |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 18,833.61 | | | | |
| 110273 MARTINEZ, BRENDEN | | | | | | | | | |
| 36063 | | 12/14/2021 | 122121 | 340681 | 75.28 | 01/14/2022 | INV | PD | METER DEPOSIT REFUND-3100 |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 109369 MCGINNIS, SCOTT | | | | | | | | | |
| 2011570.002 | | 12/06/2021 | 122121 | 340682 | 54.85 | 01/06/2022 | INV | PD | CCC MEMBERSHIP RFD-CANCEL |
| CHECK DATE: 12/21/2021 | | | | | | PAYEE: MCGINNIS, SCOTT | | | |
| 103343 MCLAUGHLIN GORMLEY KING | | | | | | | | | |
| 260200000-2021-1 | | 12/02/2021 | 122121 | 340683 | 1,950.00 | 01/02/2022 | INV | PD | NOV REBATE-BUSINESS LIGHT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101168 MELCHERT HUBERT SJODIN PLLP | | | | | | | | | |
| 159663 | | 12/13/2021 | 122121 | 340684 | 3,469.20 | 01/13/2022 | INV | PD | GENERAL FUND |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 159664 | | 12/13/2021 | 122121 | 340684 | 453.60 | 01/13/2022 | INV | PD | COUNCIL & PLANNING MTGS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 159665 | | 12/13/2021 | 122121 | 340684 | 607.60 | 01/13/2022 | INV | PD | PLANNING & ZONING |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 159666 | | 12/13/2021 | 122121 | 340684 | 882.00 | 01/13/2022 | INV | PD | ELECTRIC DEPARTMENT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 159667 | | 12/13/2021 | 122121 | 340684 | 725.20 | 01/13/2022 | INV | PD | ENERGY FRANCHISE ORDINANC |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 159668 | | 12/13/2021 | 122121 | 340684 | 774.20 | 01/13/2022 | INV | PD | HAZELTINE SHORES-PAR 30 |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 159670 | | 12/13/2021 | 122121 | 340684 | 205.80 | 01/13/2022 | INV | PD | WAGNER WOODS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 159671 | | 12/13/2021 | 122121 | 340684 | 99.20 | 01/13/2022 | INV | PD | HAASKEN SITE ASSESSMENT A |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 159672 | | 12/13/2021 | 122121 | 340684 | 6,795.20 | 01/13/2022 | INV | PD | UNITED PROPERTIES/COSTCO/ |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 14,012.00 | | | | |
| 101183 METROPOLITAN COUNCIL | | | | | | | | | |
| NOV 2021 SAC | | 11/30/2021 | 122121 | 340685 | 34,442.10 | 12/31/2021 | INV | PD | NOV SAC CHARGES |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101187 METRO SALES INC | | | | | | | | | |
| INV1941653 | | 12/03/2021 | 122121 | 340686 | 344.23 | 01/02/2022 | INV | PD | Contract Invoice-PD |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| INV1941790 | | 12/03/2021 | 122121 | 340686 | 1,994.23 | 01/02/2022 | INV | PD | QTRLY RICOH USAGE |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| INV1941795 | | 12/03/2021 | 122121 | 340686 | 100.51 | 01/02/2022 | INV | PD | Ricoh MP C3003 color |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| INV1942234 | | 12/06/2021 | 122121 | 340686 | 197.00 | 01/05/2022 | INV | PD | Contract Invoice-PD |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 2,635.97 | | | | |
| 101194 MIDWEST AQUA CARE INC | | | | | | | | | |
| 95922 | | 12/01/2021 | 122121 | 340687 | 4,102.00 | 01/01/2022 | INV | PD | FIREMAN'S PARK POND MAINT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 101204 MIDWEST PLAYSCAPES INC | | | | | | | | | |
| 9472<br>CHECK DATE: 12/21/2021 | | 12/08/2021 | 122121 | 340688 | 6,804.00 | 01/08/2022 | INV | PD | WOOD FIBER FOR PLAYGROUND |
| 101217 MINNESOTA CHILD SUPPORT PMT CTR | | | | | | | | | |
| PR120321001510208001<br>CHECK DATE: 12/07/2021 | | 12/03/2021 | 120721 | 340577 | 184.58 | 12/03/2021 | INV | PD | 120321 Payroll Child Supp |
| 101227 MINNESOTA ELEVATOR INC | | | | | | | | | |
| 938596<br>CHECK DATE: 12/21/2021 | | 12/01/2021 | 122121 | 340689 | 422.16 | 01/01/2022 | INV | PD | Dec CCC Elevator Service |
| 101256 MINNESOTA POLLUTION CONTROL AGENCY | | | | | | | | | |
| 96032<br>CHECK DATE: 12/21/2021 | | 12/06/2021 | 122121 | 340690 | 45.00 | 12/30/2021 | INV | PD | CLASS SC LICENSE-BORGMEYE |
| 101303 MN TEAMSTER PUBLIC AND LAW ENFORCEMENT | | | | | | | | | |
| December 2021<br>CHECK DATE: 12/07/2021 | | 12/03/2021 | 120721 | 340578 | 4,476.00 | 12/03/2021 | INV | PD | December 2021 Local #320 |
| 101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE | | | | | | | | | |
| 107050711/NOV21<br>CHECK DATE: 12/16/2021 | | 11/29/2021 | 121621 | 340592 | 778.69 | 12/22/2021 | INV | PD | NOV ST LITES-TOWN COURSE |
| 121770311/NOV21<br>CHECK DATE: 12/16/2021 | | 11/29/2021 | 121621 | 340592 | 27.86 | 12/22/2021 | INV | PD | NOV 4255 CREEK RD |
| 778377500/NOV21<br>CHECK DATE: 12/16/2021 | | 12/07/2021 | 121621 | 340592 | 49.29 | 01/02/2022 | INV | PD | NOV 12500 CTY RD 11 SIGNA |
| 778377800/NOV21<br>CHECK DATE: 12/16/2021 | | 12/07/2021 | 121621 | 340592 | 34.36 | 01/02/2022 | INV | PD | NOV 4250 ENGLER BLVD SIGN |
| 778377900/NOV21<br>CHECK DATE: 12/16/2021 | | 12/07/2021 | 121621 | 340592 | 33.79 | 01/02/2022 | INV | PD | NOV 4100 ENGLER BLVD SIGN |
| 781385500/NOV21<br>CHECK DATE: 12/16/2021 | | 12/07/2021 | 121621 | 340592 | 10.57 | 01/02/2022 | INV | PD | NOV 4463 CTY RD 44 |
| | | | | | 934.56 | | | | |
| 101192 STATE OF MINNESOTA | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 1000047025 | | 12/01/2021 | 122121 | 340691 | 10,551.73 | 01/01/2022 | INV | PD | 3RD QTR FISCAL 2022 INDIR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101341 MINNESOTA DEPT OF LABOR & INDUSTRY | | | | | | | | | |
| NOVEMBER0190352021 | | 11/30/2021 | 122121 | 340692 | 2,918.42 | 12/31/2021 | INV | PD | NOV PERMIT SURCHARGES |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 105853 MOR GOLF AND UTILITY INC | | | | | | | | | |
| 29959 | | 11/30/2021 | 122121 | 340693 | 65.72 | 12/30/2021 | INV | PD | CART WINDSHIELD CHANNEL |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 30000 | | 12/02/2021 | 122121 | 340693 | 98.31 | 01/02/2022 | INV | PD | BATTERY TERMINAL PROTECTO |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 164.03 | | | | |
| 101354 MTI DISTRIBUTING INC #700767 | | | | | | | | | |
| 1330667-00 | | 12/02/2021 | 122121 | 340694 | 261.91 | 01/02/2022 | INV | PD | GTX WORKMAN PARTS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1331159-01 | | 12/10/2021 | 122121 | 340694 | 240.01 | 01/10/2022 | INV | PD | U-JOINT FWY MOWER |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1331185-00 | | 12/10/2021 | 122121 | 340694 | 534.13 | 01/10/2022 | INV | PD | PARTS FOR GTX CART |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 1,036.05 | | | | |
| 106657 MUNICIPAL ASSET MANAGEMENT INC | | | | | | | | | |
| 0618267 | | 10/02/2021 | 121421 | 340584 | 4,422.39 | 11/15/2021 | INV | PD | CCC FITNESS EQUIP LEASE P |
| CHECK DATE: 12/14/2021 | | | | | | | | | |
| 0618296 | | 11/01/2021 | 121421 | 340584 | 4,357.03 | 12/15/2021 | INV | PD | CCC FITNESS EQUIP LEASE P |
| CHECK DATE: 12/14/2021 | | | | | | | | | |
| 0618329 | | 12/01/2021 | 122121 | 340695 | 151.05 | 01/15/2022 | INV | PD | CCC SCIFIT PRO LEASE PMT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 8,930.47 | | | | |
| 101253 BUSINESS PLANNING CONCEPTS INC | | | | | | | | | |
| 383600122021 | | 11/10/2021 | 121421 | 340585 | 128.00 | 12/10/2021 | INV | PD | DEC PERA LIFE PREMIUMS |
| CHECK DATE: 12/14/2021 | | | | | | | | | |
| 105875 NETWORKFLEET INC | | | | | | | | | |
| OSV000002629239 | | 12/01/2021 | 121621 | 340593 | 259.04 | 01/01/2022 | INV | PD | Data Processing - GPS |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 12/16/2021 | | | | | | | | | |
| 101402 NIHCA | | | | | | | | | |
| 105039 | | 11/02/2021 | 122121 | 340696 | 399.00 | 12/25/2021 | INV | PD | Annual Membership-CCC |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 102654 NORTH AMERICAN SAFETY INC | | | | | | | | | |
| INV61397 | | 12/13/2021 | 122121 | 340697 | 46.75 | 01/13/2022 | INV | PD | GLOVES - SAFETY CITY ISSU |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101437 NUSS EQUIPMENT GROUP LLC | | | | | | | | | |
| 4691133P | | 12/07/2021 | 122121 | 340698 | 165.68 | 01/07/2022 | INV | PD | #110 DUMP TRUCK PLOW PART |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101470 O'REILLY AUTOMOTIVE STORES INC | | | | | | | | | |
| 556275/NOV2021 | | 11/28/2021 | 121621 | 340594 | 569.08 | 12/20/2021 | INV | PD | NOV PARTS & SUPPLIES |
| CHECK DATE: 12/16/2021 | | | | | | | | | |
| 110280 OAXACA, STEPHEN | | | | | | | | | |
| 350030820-2021-1 | | 12/02/2021 | 122121 | 340699 | 1,095.00 | 01/02/2022 | INV | PD | NOV REBATE-SOLAR PANEL |
| CHECK DATE: 12/21/2021 | | | | | | PAYEE: OAXACA, STEPHEN | | | |
| 101445 OFFICE DEPOT | | | | | | | | | |
| 207610159001 | | 11/18/2021 | 122121 | 340701 | 64.34 | 12/24/2021 | INV | PD | Drinking cups |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 210483988001 | | 11/20/2021 | 122121 | 340700 | 12.19 | 12/25/2021 | INV | PD | Past Due Stamp for Ann L |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 210486283001-1 | | 11/22/2021 | 122121 | 340700 | 34.99 | 12/25/2021 | INV | PD | Copy paper for the workro |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 210486283001-2 | | 11/22/2021 | 122121 | 340700 | 4.32 | 12/25/2021 | INV | PD | Pens for the workroom |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 212435808001 | | 11/30/2021 | 122121 | 340701 | 83.36 | 12/31/2021 | INV | PD | Plates,wipes |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 212448761001 | | 11/30/2021 | 122121 | 340701 | 119.48 | 12/31/2021 | INV | PD | Bowls |
| CHECK DATE: 12/21/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 318.68 | | | | |
| 101491 PATCHIN MESSNER APPRAISALS INC | | | | | | | | | |
| 22167-A | | 11/18/2021 | 122121 | 340702 | 880.00 | 12/18/2021 | INV | PD | APPRAISAL FOR SALE OF CIT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101539 PLAISTED COMPANIES INC | | | | | | | | | |
| 49298 | | 11/30/2021 | 122121 | 340703 | 1,026.23 | 12/30/2021 | INV | PD | TOPDRESSING |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 109973 PLATINUM COURIER SERVICE | | | | | | | | | |
| 41599 | | 12/02/2021 | 122121 | 340704 | 200.00 | 01/02/2022 | INV | PD | COURIER SVC TO OLD NATION |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101543 PLUNKETTS PEST CONTROL INC | | | | | | | | | |
| 7344686 | | 12/01/2021 | 122121 | 340705 | 65.06 | 01/01/2022 | INV | PD | FD PEST CONTROL |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101557 POWER SYSTEM ENGINEERING INC | | | | | | | | | |
| 9039739 | | 12/09/2021 | 122121 | 340706 | 1,054.00 | 01/09/2022 | INV | PD | MISC ENG & PLANNING FOR N |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 107855 STAPLES INC | | | | | | | | | |
| 21352882 | | 12/02/2021 | 122121 | 340708 | 107.99 | 01/02/2022 | INV | PD | OFFICE SUPPLIES-MSB |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 21363607 | | 12/02/2021 | 122121 | 340707 | 29.99 | 01/01/2022 | INV | PD | Batteries for the workroo |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 21364622 | | 12/02/2021 | 122121 | 340708 | 25.99 | 01/01/2022 | INV | PD | OFFICE SUPPLIES-MSB |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 21548406-1 | | 12/09/2021 | 122121 | 340707 | 23.98 | 01/08/2022 | INV | PD | 3 tab manila file folders |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 21548406-2 | | 12/09/2021 | 122121 | 340707 | 32.17 | 01/08/2022 | INV | PD | Scotch tape, ruled pads, |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 21579868 | | 12/10/2021 | 122121 | 340707 | 21.79 | 01/09/2022 | INV | PD | Coffee Filters for the br |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 241.91 | | | | |
| 101684 R & R SPECIALTIES OF WISCONSIN INC | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 0074230-IN<br>CHECK DATE: 12/21/2021 | | 11/18/2021 | 122121 | 340709 | 2,093.20 | 12/18/2021 | INV | PD | #43 ZAMBONI REPAIR |
| 0074295-IN<br>CHECK DATE: 12/21/2021 | | 11/24/2021 | 122121 | 340709 | 42.50 | 12/24/2021 | INV | PD | Zamboni blade sharpening |
| 0074466-IN<br>CHECK DATE: 12/21/2021 | | 12/09/2021 | 122121 | 340709 | 110.00 | 01/09/2022 | INV | PD | Zamboni Blade Sharpening |
| | | | | | 2,245.70 | | | | |
| 110255 FLORENCE RAMIREZ | | | | | | | | | |
| PARCEL 17A-1<br>CHECK DATE: 12/15/2021 | | 12/10/2021 | 121521 | 340588 | 47,334.00 | 12/31/2021 | INV | PD | HWY 41 RELOC-RENTAL ASSIS |
| PARCEL 17A-2<br>CHECK DATE: 12/15/2021 | | 12/10/2021 | 121521 | 340589 | 8,400.00 | 12/31/2021 | INV | PD | HWY 41 RELOC-RENTAL ASSIS |
| PARCEL 17A-3<br>CHECK DATE: 12/15/2021 | | 12/10/2021 | 121521 | 340587 | 2,200.00 | 12/31/2021 | INV | PD | HWY 41 RELOC-SELF-MOVE EX |
| | | | | | 57,934.00 | | | | |
| 101616 RDO EQUIPMENT COMPANY | | | | | | | | | |
| P0447501<br>CHECK DATE: 12/21/2021 | | 12/09/2021 | 122121 | 340710 | 10.38 | 01/09/2022 | INV | PD | #162 BOBCAT BROOM PARTS |
| P8328770<br>CHECK DATE: 12/21/2021 | | 11/30/2021 | 122121 | 340710 | 1,090.98 | 12/30/2021 | INV | PD | #715 TRENCHER TEETH |
| | | | | | 1,101.36 | | | | |
| 101620 RECREATION SUPPLY CO INC | | | | | | | | | |
| 438681<br>CHECK DATE: 12/09/2021 | | 08/31/2021 | 120921 | 340581 | 299.40 | 01/02/2022 | INV | PD | Recirculation Pump for Sp |
| 107696 RIHM MOTOR COMPANY | | | | | | | | | |
| 2100594A<br>CHECK DATE: 12/21/2021 | | 11/23/2021 | 122121 | 340711 | 36.87 | 12/23/2021 | INV | PD | #327 FIRE TANKER HOOD LAT |
| 107697 RIVERS EDGE CONCRETE LLC | | | | | | | | | |
| C2453433<br>CHECK DATE: 12/21/2021 | | 11/16/2021 | 122121 | 340712 | 735.50 | 12/17/2021 | INV | PD | CORTINA WOODS PARK |
| 109193 RJM CONSTRUCTION LLC | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 2192904301 | | 11/30/2021 | 122121 | 340713 | 2,485.00 | 12/30/2021 | INV | PD | RE-KEYING OF MSB |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101668 ROBBS ELECTRIC INC | | | | | | | | | |
| 40785 | | 12/07/2021 | 122121 | 340714 | 602.34 | 01/07/2022 | INV | PD | WO# 872 1250 CARDINAL ST |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40787 | | 12/07/2021 | 122121 | 340714 | 585.49 | 01/07/2022 | INV | PD | WO# 872 274 HIGHLAND DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40788 | | 12/07/2021 | 122121 | 340714 | 591.70 | 01/07/2022 | INV | PD | WO# 872 292 HIGHLAND DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40789 | | 12/07/2021 | 122121 | 340714 | 553.90 | 01/07/2022 | INV | PD | WO# 872 262 HIGHLAND DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40790 | | 12/07/2021 | 122121 | 340714 | 513.90 | 01/07/2022 | INV | PD | WO# 872 232 HIGHLAND DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40791 | | 12/07/2021 | 122121 | 340714 | 485.49 | 01/07/2022 | INV | PD | WO# 872 222 HIGHLAND DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40792 | | 12/07/2021 | 122121 | 340714 | 626.34 | 01/07/2022 | INV | PD | WO# 872 194 HIGHLAND DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40793 | | 12/07/2021 | 122121 | 340714 | 528.46 | 01/07/2022 | INV | PD | WO# 872 208 HIGHLAND DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40794 | | 12/07/2021 | 122121 | 340714 | 502.34 | 01/07/2022 | INV | PD | WO# 872 176 HIGHLAND DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40795 | | 12/07/2021 | 122121 | 340714 | 512.27 | 01/07/2022 | INV | PD | WO# 872 1260 STEPHEN LN |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40796 | | 12/07/2021 | 122121 | 340714 | 514.62 | 01/07/2022 | INV | PD | WO# 872 1248 STEPHEN LN |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40797 | | 12/07/2021 | 122121 | 340714 | 646.88 | 01/07/2022 | INV | PD | WO# 872 1272 STEPHEN LN |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40798 | | 12/07/2021 | 122121 | 340714 | 632.63 | 01/07/2022 | INV | PD | WO# 872 1284 STEPHEN LN |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40799 | | 12/07/2021 | 122121 | 340714 | 630.75 | 01/07/2022 | INV | PD | WO# 872 1302 STEPHEN LN |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40800 | | 12/07/2021 | 122121 | 340714 | 530.75 | 01/07/2022 | INV | PD | WO# 872 1312 STEPHEN LN |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40801 | | 12/07/2021 | 122121 | 340714 | 737.45 | 01/07/2022 | INV | PD | WO# 872 277 VICTORIA DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40802 | | 12/07/2021 | 122121 | 340714 | 730.75 | 01/07/2022 | INV | PD | WO# 872 293 VICTORIA DR |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40803 | | 12/07/2021 | 122121 | 340714 | 590.89 | 01/07/2022 | INV | PD | WO# 872 193 CHERITA DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40804 | | 12/07/2021 | 122121 | 340714 | 487.84 | 01/07/2022 | INV | PD | WO# 872 205 CHERITA DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40805 | | 12/07/2021 | 122121 | 340714 | 258.01 | 01/07/2022 | INV | PD | WO# 872 233 CHERITA DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40806 | | 12/07/2021 | 122121 | 340714 | 613.90 | 01/07/2022 | INV | PD | WO# 872 249 CHERITA DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40807 | | 12/07/2021 | 122121 | 340714 | 587.84 | 01/07/2022 | INV | PD | WO# 872 281 CHERITA LN |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40808 | | 12/07/2021 | 122121 | 340714 | 485.49 | 01/07/2022 | INV | PD | WO# 872 265 CHERITA DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40809 | | 12/07/2021 | 122121 | 340714 | 532.34 | 01/07/2022 | INV | PD | WO# 872 164 HIGHLAND DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40810 | | 12/07/2021 | 122121 | 340714 | 485.49 | 01/07/2022 | INV | PD | WO# 872 217 CHERITA DR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 40876 | | 12/07/2021 | 122121 | 340714 | 531.81 | 01/07/2022 | INV | PD | WO# 872 1236 CARDINAL ST |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 14,499.67 | | | | |
| 110269 RUPPERT APPRAISAL & CONSULTATION INC | | | | | | | | | |
| 1694 | | 11/30/2021 | 122121 | 340715 | 7,726.69 | 12/31/2021 | INV | PD | PARCEL 40-APPRAISALS-MORA |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 106573 RYAN CONTRACTING | | | | | | | | | |
| 31701-1 | | 12/14/2021 | 122121 | 340716 | 2,807.58 | 01/14/2022 | INV | PD | HYDRANT PERMIT REFUND-CHA |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101696 RYAN CONTRACTING CO | | | | | | | | | |
| 53290190-4 | | 12/10/2021 | 122121 | 340717 | 187,965.77 | 01/10/2022 | INV | PD | CLOVER RDG DR/FREY PROPER |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101703 SALVATION ARMY | | | | | | | | | |
| NOV/21 HS | | 12/07/2021 | 122121 | 340718 | 138.00 | 01/08/2022 | INV | PD | NOV HEATSHARE CONTRIBUTIO |
| CHECK DATE: 12/21/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 110253 SAMBATEK INC | | | | | | | | | |
| 20905 | | 12/02/2021 | 122121 | 340719 | 3,224.00 | 01/02/2022 | INV | PD | CHASKA/OPPIDAN TRUNK SANI |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101738 SCHILLING SUPPLY COMPANY | | | | | | | | | |
| 850751-00 | | 11/22/2021 | 122121 | 340720 | 1,332.04 | 12/22/2021 | INV | PD | Cleaning Supplies-CCC |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101744 SCOTT COUNTY TREASURER | | | | | | | | | |
| IN27684 | | 12/08/2021 | 122121 | 340721 | 1,575.00 | 01/04/2022 | INV | PD | PD training at SCALE |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 105713 TOWING SERVICES INC | | | | | | | | | |
| 95996 | | 12/08/2021 | 122121 | 340722 | 560.00 | 01/08/2022 | INV | PD | Forfeiture payouts ICR#s |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101775 THE SHERWIN-WILLIAMS COMPANY-CHANHASSEN | | | | | | | | | |
| 1864-6 | | 11/30/2021 | 122121 | 340723 | 1,255.32 | 12/20/2021 | INV | PD | STAIN FOR PARK PICNIC TAB |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 104827 ROHN INDUSTRIES INC | | | | | | | | | |
| 563965 | | 11/29/2021 | 122121 | 340724 | 20.25 | 12/29/2021 | INV | PD | Security Console Shreddin |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101828 SOUTHWEST NEWS MEDIA | | | | | | | | | |
| 2148989 | | 11/25/2021 | 122121 | 340725 | 509.04 | 12/20/2021 | INV | PD | UTILITY FRANCHISE ORD |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 2148990 | | 11/25/2021 | 122121 | 340725 | 212.10 | 12/20/2021 | INV | PD | EQUIP, CONST NOISE/ODOR O |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 2148991 | | 11/25/2021 | 122121 | 340725 | 38.89 | 12/20/2021 | INV | PD | PLAT/REZONE HICKORY ST AP |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 760.03 | | | | |
| 101850 STANTEC CONSULTING SERVICES INC | | | | | | | | | |
| 1862155 | | 12/03/2021 | 122121 | 340726 | 13,914.50 | 01/03/2022 | INV | PD | OCT-GENERAL ENGINEERING |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862156 | | 12/03/2021 | 122121 | 340726 | 462.50 | 01/03/2022 | INV | PD | OCT-GENERAL ENG-T-MOBILE- |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862157 | | 12/03/2021 | 122121 | 340726 | 18,783.50 | 01/03/2022 | INV | PD | OCT-RECORD PLAN/BASE MAP |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862158 | | 12/03/2021 | 122121 | 340726 | 1,914.44 | 01/03/2022 | INV | PD | OCT-MCKNIGHT WETLAND BANK |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862159 | | 12/03/2021 | 122121 | 340726 | 18,429.25 | 01/03/2022 | INV | PD | OCT-SW COMMUNITY PARK |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862160 | | 12/03/2021 | 122121 | 340726 | 17,030.75 | 01/03/2022 | INV | PD | OCT-CREEK RD TRUNK SEWER |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862161 | | 12/03/2021 | 122121 | 340726 | 179.00 | 01/03/2022 | INV | PD | OCT-NE COLLECTOR IN SW AR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862162 | | 12/03/2021 | 122121 | 340726 | 5,943.50 | 01/03/2022 | INV | PD | OCT-E 6TH ST L4965 REPLAC |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862163 | | 12/03/2021 | 122121 | 340726 | 76,330.07 | 01/03/2022 | INV | PD | OCT-PAR 30 GOLF COURSE |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862164 | | 12/03/2021 | 122121 | 340726 | 67,995.23 | 01/03/2022 | INV | PD | OCT-2021 DT STREET RECONS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862165 | | 12/03/2021 | 122121 | 340726 | 1,980.00 | 01/03/2022 | INV | PD | OCT-EPA RISK ASSESSMENT/E |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862166 | | 12/03/2021 | 122121 | 340726 | 547.00 | 01/03/2022 | INV | PD | OCT-OAK ST PUMPING STATIO |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862167 | | 12/03/2021 | 122121 | 340726 | 57,151.33 | 01/03/2022 | INV | PD | OCT-CLOVER RIDGE DR/FREY |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862168 | | 12/03/2021 | 122121 | 340726 | 1,727.25 | 01/03/2022 | INV | PD | OCT-SEMINARY FEN C2 RAVIN |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862169 | | 12/03/2021 | 122121 | 340726 | 4,888.55 | 01/03/2022 | INV | PD | OCT-2021 BRIDGE INSPECTIO |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862170 | | 12/03/2021 | 122121 | 340726 | 6,409.00 | 01/03/2022 | INV | PD | OCT-WELL 7 WTP |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862171 | | 12/03/2021 | 122121 | 340726 | 958.50 | 01/03/2022 | INV | PD | OCT-2022 DT RECONSTRUCTIO |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862172 | | 12/03/2021 | 122121 | 340726 | 277.50 | 01/03/2022 | INV | PD | OCT-STORM WATER REVIEW-BA |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862173 | | 12/03/2021 | 122121 | 340726 | 5,133.75 | 01/03/2022 | INV | PD | OCT-STORMWATER REVIEW-RES |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 1862174 | | 12/03/2021 | 122121 | 340726 | 1,242.75 | 01/03/2022 | INV | PD | OCT-STORMWATER REVIEW-ENS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| | | | | | 301,298.37 | | | | |
| 101888 STREICHERS | | | | | | | | | |
| CM290045 | | 08/10/2021 | 120921 | 340582 | -92.00 | 01/02/2022 | CRM | PD | Hasting-Credit-Pants invo |
| CHECK DATE: 12/09/2021 | | | | | | | | | |
| I1527126 | | 09/30/2021 | 120921 | 340582 | 48.42 | 10/30/2021 | INV | PD | Hastings-Initial Issue-Ts |
| CHECK DATE: 12/09/2021 | | | | | | | | | |
| I1533685 | | 11/09/2021 | 120921 | 340582 | 78.98 | 12/09/2021 | INV | PD | Bengtson-Bike Patrol-Init |
| CHECK DATE: 12/09/2021 | | | | | | | | | |
| I1537666 | | 12/01/2021 | 122121 | 340727 | 1,585.75 | 01/01/2022 | INV | PD | Kane-Zafke-Initial Issue |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 1,621.15 | | | | |
| 101892 STUART C IRBY CO | | | | | | | | | |
| S012314632.005 | 210154 | 11/24/2021 | 122121 | 340728 | 1,443.00 | 12/24/2021 | INV | PD | TRN UG 25 KVA 120/240 1 P |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101907 SCHWAB VOLLHABER LUBRATT SERVICE CORP | | | | | | | | | |
| INV164464 | | 11/23/2021 | 122121 | 340729 | 2,208.99 | 12/23/2021 | INV | PD | COMPRESSOR, CONTACTOR, FI |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| INV164740 | | 12/07/2021 | 122121 | 340729 | 921.62 | 01/07/2022 | INV | PD | SUPPLY BLOWER MOTOR FOR R |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 3,130.61 | | | | |
| 109535 TACTICAL AND TECHNICAL ASSESSMENT SERVICES LLC | | | | | | | | | |
| 1155 | | 12/13/2021 | 122121 | 340730 | 1,800.00 | 01/12/2022 | INV | PD | Officer Simulator trainin |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101925 TALLMAN EQUIPMENT CO INC | | | | | | | | | |
| 3304472 | | 12/03/2021 | 122121 | 340731 | 528.96 | 01/02/2022 | INV | PD | FIBERGLASS EXTENSION STIC |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101932 TAYLOR MADE GOLF CO INC | | | | | | | | | |
| 35422458 | | 12/03/2021 | 122121 | 340732 | 77.17 | 02/01/2022 | INV | PD | DEMO/RENTALS |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 104165 THINK SMALL | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 2011568.002 | | 12/03/2021 | 122121 | 340733 | 105.00 | 01/03/2022 | INV | PD | RFD CCC PERMIT CHARGES-CA |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 2011577.002 | | 12/06/2021 | 122121 | 340733 | 98.75 | 01/06/2022 | INV | PD | RFD CCC PERMIT CHARGES-CA |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 203.75 | | | | |
| 104908 TIMESAVER OFF SITE SECRETARIAL INC | | | | | | | | | |
| M26901 | | 11/30/2021 | 122121 | 340734 | 638.50 | 12/08/2021 | INV | PD | Minutes: Planning 11/10, |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 101983 TOTAL CONTROL SYSTEMS INC | | | | | | | | | |
| 9960 | | 11/24/2021 | 122121 | 340735 | 1,530.99 | 12/24/2021 | INV | PD | SCADA UPDATES AT MSB AND |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 110281 TOWNSQUARE PLACE | | | | | | | | | |
| 10012630-2021-1 | | 12/02/2021 | 122121 | 340736 | 468.40 | 01/02/2022 | INV | PD | NOV REBATE-CUSTOM-INDUCTI |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 10012630-2021-2 | | 12/02/2021 | 122121 | 340736 | 6,372.00 | 01/02/2022 | INV | PD | NOV REBATE-BUSINESS LIGHT |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 10012630-2021-3 | | 12/02/2021 | 122121 | 340736 | 389.32 | 01/02/2022 | INV | PD | NOV REBATE-CUSTOM-REFRIGE |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 10012630-2021-4 | | 12/02/2021 | 122121 | 340736 | 1,095.00 | 01/02/2022 | INV | PD | NOV REBATE-CUSTOM-LED LCD |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 10012630-2021-5 | | 12/02/2021 | 122121 | 340736 | 2,719.45 | 01/02/2022 | INV | PD | NOV REBATE-CUSTOM-PTAC HE |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 11,044.17 | | | | |
| 101999 TRANS UNION LLC | | | | | | | | | |
| 11133463 | | 11/28/2021 | 122121 | 340737 | 22.80 | 12/31/2021 | INV | PD | Data Processing |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 103946 TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC | | | | | | | | | |
| 1549467-202111-1 | | 12/01/2021 | 122121 | 340738 | 136.50 | 01/15/2022 | INV | PD | Data Processing |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 102028 TWIN CITY WATER CLINIC INC | | | | | | | | | |
| 16978 | | 12/06/2021 | 122121 | 340739 | 510.00 | 01/06/2022 | INV | PD | NOVEMBER WATER SAMPLES |
| CHECK DATE: 12/21/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| 110053 TX CHILD SUPPORT SDU | | | | | | | | | |
| PR1203210012725283<br>CHECK DATE: 12/07/2021 | | 12/03/2021 | 120721 | 340579 | 147.69 | 12/03/2021 | INV | PD | 120321 Payroll Child Supp |
| 102033 TYLER TECHNOLOGIES INC | | | | | | | | | |
| 045-359286<br>CHECK DATE: 12/21/2021 | | 10/31/2021 | 122121 | 340740 | 1,600.00 | 12/15/2021 | INV | PD | PACE UPGRADE ASSISTANCE |
| 045-361825<br>CHECK DATE: 12/21/2021 | | 11/24/2021 | 122121 | 340740 | 1,480.00 | 01/08/2022 | INV | PD | UB SERVICES-IMPLEMENTATIO |
| 045-362169<br>CHECK DATE: 12/21/2021 | | 11/30/2021 | 122121 | 340740 | 400.00 | 01/14/2022 | INV | PD | UB FORMS MODIFICATION |
| | | | | | 3,480.00 | | | | |
| 102064 US BANK | | | | | | | | | |
| 6333553<br>CHECK DATE: 12/21/2021 | | 11/24/2021 | 122121 | 340741 | 450.00 | 12/24/2021 | INV | PD | 2017B AGENT FEES |
| 6333554<br>CHECK DATE: 12/21/2021 | | 11/24/2021 | 122121 | 340741 | 450.00 | 12/24/2021 | INV | PD | 2017C AGENT FEES |
| 6333738<br>CHECK DATE: 12/21/2021 | | 11/24/2021 | 122121 | 340741 | 500.00 | 12/24/2021 | INV | PD | 2019B AGENT FEES |
| 6333740<br>CHECK DATE: 12/21/2021 | | 11/24/2021 | 122121 | 340741 | 500.00 | 12/24/2021 | INV | PD | 2019C AGENT FEES |
| | | | | | 1,900.00 | | | | |
| 102061 USA BLUE BOOK | | | | | | | | | |
| 799704<br>CHECK DATE: 12/21/2021 | | 11/22/2021 | 122121 | 340742 | 315.82 | 12/22/2021 | INV | PD | PADLOCKS/LOCKS |
| 102115 VIKING AUTOMATIC SPRINKLER CO | | | | | | | | | |
| 1025-F191707<br>CHECK DATE: 12/21/2021 | | 12/06/2021 | 122121 | 340743 | 780.00 | 01/06/2022 | INV | PD | MSB ANNUAL FIRE ALARM MON |
| 102227 ONVOY LLC | | | | | | | | | |
| 0009426211201<br>CHECK DATE: 12/16/2021 | | 12/01/2021 | 121621 | 340595 | 1,853.53 | 12/25/2021 | INV | PD | DEC EDU CTR INTERNET/ETHE |
| 0009486211201 | | 12/01/2021 | 121621 | 340595 | 889.21 | 12/25/2021 | INV | PD | DEC CITY HALL ETHERNET |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| CHECK DATE: 12/16/2021 | | | | | | | | | |
| | | | | | 2,742.74 | | | | |
| 102141 WASTE MANAGEMENT OF MINNESOTA INC | | | | | | | | | |
| 7584842-1593-7 | | 12/03/2021 | 121621 | 340596 | 163.61 | 01/02/2022 | INV | PD | TOWN COURSE MAINTENANCE |
| CHECK DATE: 12/16/2021 | | | | | | | | | |
| 102157 MICHAEL P WELLENS | | | | | | | | | |
| 7013 | | 12/13/2021 | 122121 | 340744 | 1,762.50 | 01/13/2022 | INV | PD | SILT FENCING ALONG RANGE |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 110282 WHEELER, RYAN | | | | | | | | | |
| 615020420-2021-1 | | 12/02/2021 | 122121 | 340745 | 250.00 | 01/02/2022 | INV | PD | NOV REBATE-ELEC CAR CHARG |
| CHECK DATE: 12/21/2021 | | | | | PAYEE: WHEELER, RYAN | | | | |
| 110254 WIESE USA INC | | | | | | | | | |
| 75007875 | | 11/30/2021 | 122121 | 340746 | 491.42 | 12/30/2021 | INV | PD | #700 FORKLIFT REPAIR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 109952 WILKUS ARCHITECTS PA | | | | | | | | | |
| 2021-02029 | | 11/23/2021 | 122121 | 340747 | 6,250.00 | 12/23/2021 | INV | PD | LION'S PARK ARCHITECT SER |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 103840 WINNERS AWARD GROUP | | | | | | | | | |
| 54325 | | 12/07/2021 | 122121 | 340748 | 539.26 | 01/07/2022 | INV | PD | SEASON LONG-MATCH PLAY AW |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 102220 XIGENT SOLUTIONS LLC | | | | | | | | | |
| 82197 | | 12/03/2021 | 122121 | 340749 | 1,778.44 | 01/07/2022 | INV | PD | DEC VULNERABILITY SVC |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 105150 ZAYO GROUP HOLDINGS INC | | | | | | | | | |
| 2021120011266 | | 12/01/2021 | 121421 | 340586 | 1,359.46 | 12/31/2021 | INV | PD | DEC FIBER MAINTENANCE |
| CHECK DATE: 12/14/2021 | | | | | | | | | |
| 102228 ZEE MEDICAL SERVICE INC | | | | | | | | | |
| 54129386 | | 10/20/2021 | 120721 | 340580 | 457.10 | 11/20/2021 | INV | PD | CCC 1st Aide + INTEREST |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| CHECK DATE: 12/07/2021 | | | | | | | | | |
| 54129540 | | 11/29/2021 | 122121 | 340750 | 491.65 | 12/29/2021 | INV | PD | AED BATTERY-POOL |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| | | | | | 948.75 | | | | |
| 102231 ZIEGLER INC | | | | | | | | | |
| SI000103136 | | 11/19/2021 | 122121 | 340751 | 4,749.04 | 12/19/2021 | INV | PD | #131 ASPHALT ROLLER SVC & |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| SI000111790 | | 12/09/2021 | 122121 | 340751 | 12,275.35 | 01/09/2022 | INV | PD | #311 FIRE TRUCK REPAIR |
| CHECK DATE: 12/21/2021 | | | | | | | | | |
| 300 INVOICES | | | | | 1,109,909.85 | | | | |

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

Electronic Payments



| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY | | | | | | | | | |
| 95818 CHECK DATE: 12/06/2021 | | 12/03/2021 | 120621 | 3031 | 1,831.42 | 12/06/2021 | DIR | PD | 120321 Payroll - HCSP Con |
| 107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY | | | | | | | | | |
| 95819 CHECK DATE: 12/06/2021 | | 12/03/2021 | 120621 | 3032 | 400.00 | 12/06/2021 | DIR | PD | 120321 Payroll - MNDCP Co |
| 101756 MII LIFE INCORPORATED | | | | | | | | | |
| 40041672 CHECK DATE: 12/02/2021 | | 11/30/2021 | 120221 | 3025 | 1,502.34 | 12/02/2021 | DIR | PD | 12/2/21 FSA REIMBURSEMENT |
| 40046943 CHECK DATE: 12/09/2021 | | 12/07/2021 | 120921 | 3034 | 348.00 | 12/09/2021 | DIR | PD | 12/9/21 FSA REIMBURSEMENT |
| 40053349 CHECK DATE: 12/16/2021 | | 12/14/2021 | 121621 | 3036 | 1,431.86 | 12/16/2021 | DIR | PD | 12/16/21 FSA REIMBURSEMEN |
| | | | | | 3,282.20 | | | | |
| 100927 INTERNAL REVENUE SERVICE | | | | | | | | | |
| 95812 CHECK DATE: 12/03/2021 | | 12/03/2021 | 120321 | 3026 | 141,754.55 | 12/03/2021 | DIR | PD | 120321 Payroll - SS, Medi |
| 101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES | | | | | | | | | |
| 95813 CHECK DATE: 12/06/2021 | | 12/03/2021 | 120621 | 3030 | 28,574.80 | 12/06/2021 | DIR | PD | 120321 Payroll - MN State |
| 101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM) | | | | | | | | | |
| 95814 CHECK DATE: 12/03/2021 | | 12/03/2021 | 120321 | 3028 | 13,555.61 | 12/03/2021 | DIR | PD | 120321 Payroll - 457 Cont |
| 106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM) | | | | | | | | | |
| 95817 CHECK DATE: 12/03/2021 | | 12/03/2021 | 120321 | 3029 | 4,584.15 | 12/03/2021 | DIR | PD | 120321 Payroll - Roth Con |
| 104668 OPTUM BANK INC | | | | | | | | | |
| 95816 CHECK DATE: 12/07/2021 | | 12/03/2021 | 120721 | 3033 | 15,621.61 | 12/07/2021 | DIR | PD | 120321 Payroll - HSA Cont |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 109689 PLANSOURCE BENEFITS ADMINISTRATION INC | | | | | | | | | |
| DEC2021 | | 11/25/2021 | 121021 | 3035 | 3,531.81 | 12/10/2021 | DIR | PD | DEC INS PREM-LTD/CI/ACC |
| CHECK DATE: 12/10/2021 | | | | | | | | | |
| 101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION | | | | | | | | | |
| 95815 | | 12/03/2021 | 120321 | 3027 | 99,566.52 | 12/03/2021 | DIR | PD | 120321 Payroll - PERA Con |
| CHECK DATE: 12/03/2021 | | | | | | | | | |
| | | | | | 99,566.52 | | | | |
| 12 INVOICES | | | | | 312,702.67 | | | | |

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

# City of Chaska
# Memorandum

**To: Administration, Mayor and City Council**

**From: Lisa Nelson**
**Controller**

**Date: December 16, 2021**

**RE: Financial Reports –**
**Year-To-Date (YTD) Ending October 31, 2021**

FINACIAL REPORTS
Enclosed are year-to-date financial reports as of 10/31/21.

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 10/31/20. 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 October.
- YTD vendor payments that:
    1) were previously approved by the City Council, or
    2) are pending approval by the Council at the December 20th 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 10/31/2021 AND 10/31/2020

| | 2021 ORIGINAL BUDGET | 2021 AMENDED BUDGET | ACTUAL AS OF 10/31/2021 | VARIANCE POSITIVE (NEGATIVE) | PERCENT OF BUDGET RECEIVED/ EXPENDED | ACTUAL AS OF 10/31/2020 |
|---|---|---|---|---|---|---|
| REVENUES: | | | | | | |
| Property Taxes * | $ 7,743,413 | $ 7,743,413 | $ 4,073,236 | $ (3,670,177) | 53% | $ 3,557,679 |
| Franchise Fees (Cable TV & Gas) | 757,200 | 757,200 | 384,135 | (373,065) | 51% | 383,280 |
| Licenses | 202,830 | 191,310 | 177,563 | (13,747) | 93% | 174,272 |
| Permits: | | | | | | |
| Building | 711,230 | 875,098 | 1,393,986 | 518,888 | 159% | 572,371 |
| Other Permits | 29,298 | 29,298 | 31,075 | 1,777 | 106% | 33,109 |
| Intergovernmental: | | | | | | |
| Federal | - | - | 28,761 | 28,761 | | 1,694 |
| State | 580,671 | 580,671 | 576,273 | (4,398) | 99% | 569,733 |
| Regional, County, School & Local | 160,329 | 160,329 | 144,706 | (15,623) | 90% | 15,529 |
| Charges For Services: | | | | | | |
| General Government | 103,340 | 103,340 | 104,849 | 1,509 | 101% | 107,835 |
| Public Safety | 59,397 | 59,397 | 46,476 | (12,921) | 78% | 35,450 |
| Public Works | 124,090 | 124,090 | 119,399 | (4,691) | 96% | 87,952 |
| Parks & Recreation | 172,635 | 172,635 | 165,860 | (6,775) | 96% | 74,815 |
| Administrative Charges | 4,870,670 | 4,870,670 | 4,656,135 | (214,535) | 96% | 4,478,015 |
| Fines And Forfeitures | 71,623 | 61,423 | 30,242 | (31,181) | 49% | 25,669 |
| Investment Earnings | 22,000 | 22,000 | (773) | (22,773) | -4% | (2,284) |
| Other Revenue | 171,950 | 171,950 | 180,145 | 8,195 | 105% | 220,306 |
| TOTAL REVENUES | 15,780,676 | 15,922,824 | 12,112,068 | (3,810,756) | 76% | 10,335,425 |
| EXPENDITURES: | | | | | | |
| General Government: | | | | | | |
| Mayor & Council | 145,078 | 145,078 | 104,028 | 41,050 | 72% | 136,720 |
| Communications | 112,115 | 112,115 | 46,054 | 66,061 | 41% | 83,060 |
| Administration | 866,591 | 866,591 | 685,134 | 181,457 | 79% | 664,240 |
| Human Resources | 286,290 | 286,290 | 300,088 | (13,798) | 105% | 214,216 |
| Elections | 5,402 | 5,402 | 23 | 5,379 | 0% | 39,449 |
| Finance/Admin Services | 1,666,915 | 1,666,915 | 1,277,535 | 389,380 | 77% | 1,308,905 |
| Information Services & Fiber Sys. | 1,337,091 | 1,337,091 | 980,736 | 356,355 | 73% | 1,032,365 |
| Legal - City Attorney | 80,400 | 80,400 | 104,215 | (23,815) | 130% | 115,117 |
| Community Development | 366,569 | 366,569 | 270,000 | 96,569 | 74% | 341,131 |
| Engineering | 480,685 | 480,685 | 406,607 | 74,078 | 85% | 374,673 |
| Government Buildings | 239,710 | 239,710 | 192,757 | 46,953 | 80% | 179,723 |
| Facility Maintenance | 476,253 | 476,253 | 336,092 | 140,161 | 71% | 162,927 |
| Total General Government | 6,063,099 | 6,063,099 | 4,703,269 | 1,359,830 | 78% | 4,652,526 |
| Public Safety: | | | | | | |
| Police | 5,146,205 | 5,139,470 | 4,154,372 | 985,098 | 81% | 3,966,692 |
| Fire | 2,120,171 | 2,120,171 | 1,914,988 | 205,183 | 90% | 1,840,642 |
| Building Inspections (Comm.Dev) | 624,651 | 763,215 | 656,689 | 106,526 | 86% | 529,678 |
| Civil Defense | 5,756 | 5,756 | 5,320 | 436 | 92% | 11,653 |
| COVID-19 | - | - | 7,726 | (7,726) | | 250,442 |
| Total Public Safety | 7,896,783 | 8,028,612 | 6,739,095 | 1,289,517 | 84% | 6,599,107 |
| Public Works: | | | | | | |
| Administration | 417,742 | 417,742 | 347,072 | 70,670 | 83% | 374,243 |
| Streets & Alleys | 1,880,342 | 1,880,342 | 1,419,427 | 460,915 | 75% | 1,482,757 |
| Snow Removal | 247,430 | 247,430 | 263,443 | (16,013) | 106% | 164,563 |
| Signs | 11,381 | 11,381 | 4,005 | 7,376 | 35% | 3,258 |
| Municipal Services/Building | 235,081 | 235,081 | 177,244 | 57,837 | 75% | 144,092 |
| Parks Maintenance | 1,218,315 | 1,218,315 | 1,261,023 | (42,708) | 104% | 1,122,317 |
| ISD #112 Grounds Maintenance | 37,205 | 37,205 | 32,348 | 4,857 | 87% | 25,310 |
| Tree Maintenance | 40,720 | 40,720 | 46,708 | (5,988) | 115% | 7,583 |
| Total Public Works | 4,088,216 | 4,088,216 | 3,551,270 | 536,946 | 87% | 3,324,123 |
| Parks & Recreation: | | | | | | |
| Administration | 541,424 | 541,424 | 429,268 | 112,156 | 79% | 457,496 |
| Community Events | - | - | 40,362 | (40,362) | | - |
| Programs (Youth/Teen/Adult/Sr.) | 279,797 | 279,797 | 203,010 | 76,787 | 73% | 200,037 |
| Beach/Firemen's Park | 121,664 | 121,664 | 104,536 | 17,128 | 86% | 61,355 |
| Hockey & Skating Rinks | 11,670 | 11,670 | 1,071 | 10,599 | 9% | 10,054 |
| Parks | - | - | 64,881 | (64,881) | | - |
| Total Parks & Recreation | 954,555 | 954,555 | 843,128 | 111,427 | 88% | 728,942 |
| Unallocated | 466,623 | 476,942 | 365,281 | 111,661 | 77% | 27,967 |
| Debt Service | 3,400 | 3,400 | 2,849 | 551 | | 2,849 |
| TOTAL EXPENDITURES | 19,472,676 | 19,614,824 | 16,204,892 | 3,409,932 | 83% | 15,335,514 |
| OTHER FINANCING SOURCES (USES): | | | | | | |
| Transfers In | 4,327,000 | 4,327,000 | 3,589,470 | (737,530) | 83% | 3,552,811 |
| Transfers Out | (635,000) | (635,000) | (457,500) | 177,500 | | - |
| NET TRANSFERS | 3,692,000 | 3,692,000 | 3,131,970 | (560,030) | | 3,552,811 |
| NET CHANGE IN FUND BALANCES | $ - | $ - | $ (960,854) | $ (960,854) | | $ (1,447,278) |

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

MOUNT PLEASANT MAINTENANCE FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET, ACTUAL AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 10/31/2021 AND 10/31/2020

| | 2021 BUDGET | ACTUAL AS OF 10/31/2021 | VARIANCE POSITIVE (NEGATIVE) | PERCENT OF BUDGET RECEIVED/ EXPENDED | PRIOR YEAR YTD ACTUAL 10/31/2020 |
|---|---|---|---|---|---|
| REVENUES: | | | | | |
| 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 |
| EXPENDITURES: | | | | | |
| Current: | | | | | |
| Public Works: | | | | | |
| Professional Services And Charges | 8,500 | 11,160 | (2,660) | 131% | 12,390 |
| Capital Outlay | 5,000 | - | 5,000 | 0% | - |
| TOTAL EXPENDITURES | 13,500 | 11,160 | 2,340 | 83% | 12,390 |
| NET CHANGE IN FUND BALANCES | $ (4,800) | $ (4,702) | $ 98 | | $ (8,005) |

* 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 10/31/21 AND 10/31/20

| | 2021 BUDGET | ACTUAL AS OF 10/31/21 | VARIANCE POSITIVE (NEGATIVE) | PERCENT OF BUDGET RECEIVED/ EXPENDED | PRIOR YEAR YTD ACTUAL 10/31/2020 |
|---|---|---|---|---|---|
| REVENUES: | | | | | |
| Property Taxes * | $ 171,598 | $ 89,724 | $ (81,874) | 52% | $ 85,735 |
| Intergovernmental | - | 13 | 13 | 0% | 270,000 |
| Charges For Services | 167,435 | 167,435 | - | 100% | 85,000 |
| Special Assessments | 40,000 | 21,189 | (18,811) | 53% | 22,349 |
| Investment Earnings (Charges) | (5,400) | - | 5,400 | 0% | - |
| Leases/Rent | 32,200 | 26,855 | (5,345) | 83% | 26,072 |
| TOTAL REVENUES | 405,833 | 305,216 | (100,617) | 75% | 489,156 |
| EXPENDITURES: | | | | | |
| Current: | | | | | |
| Administration: | | | | | |
| Professional Services | 23,172 | 867 | 22,305 | 4% | 3,762 |
| Other Charges and Special Events | 35,347 | 30,091 | 5,256 | 85% | 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 | 58,905 | (17,602) | 143% | 68,078 |
| Other Charges and Special Events | 19,479 | 17,594 | 1,885 | 90% | 18,258 |
| Debt Service: | | | | | |
| Principal - Promissory Note | 13,499 | 11,370 | 2,129 | 84% | 10,826 |
| Interest - Promissory Note | 2,900 | 2,630 | 270 | 91% | 3,174 |
| Capital Outlay | - | - | - | | 8,858 |
| TOTAL EXPENDITURES | 405,833 | 379,987 | 25,846 | 94% | 579,232 |
| NET CHANGE IN FUND BALANCES | $ - | $ (74,771) | $ (74,771) | | $ (90,076) |

* 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 10/31/2021 AND 10/31/2020

| | 2021 BUDGET | ACTUAL AS OF 10/31/21 | VARIANCE POSITIVE (NEGATIVE) | PERCENT OF BUDGET RECEIVED/ EXPENDED | PRIOR YEAR YTD AS OF 10/31/2020 |
|---|---|---|---|---|---|
| REVENUES: | | | | | |
| Property Taxes * | $ 3,233,159 | $ 208,092 | $ (3,025,067) | 6% | $ 117,849 |
| Intergovernmental | - | 157,609 | 157,609 | | 258 |
| Charges For Services | 4,000 | 4,000 | - | 100% | 4,000 |
| Interest Earnings | - | 47,031 | 47,031 | | 54,323 |
| Leases (tower) | 96,000 | 121,237 | 25,237 | 126% | 112,372 |
| Donations/Contributions | - | 2,000 | 2,000 | | 1,650 |
| TOTAL REVENUES | 3,333,159 | 539,969 | (2,793,190) | 16% | 290,452 |
| 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 |
| Engineering | - | 5,550 | (5,550) | | |
| Police | 82,000 | 191,958 | (109,958) | 234% | 176,670 |
| Fire | 80,000 | 317,358 | (237,358) | 397% | - |
| Public Works | 167,000 | 101,289 | 65,711 | 61% | 287,271 |
| TOTAL EXPENDITURES | 475,000 | 654,116 | (179,116) | 138% | 555,744 |
| 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) | $ (506,888) | $ 302,885 | | $ (1,085,142) |

* 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 10/31/2021 AND 10/31/2020

| | 2021 BUDGET | ACTUAL AS OF 10/31/2021 | VARIANCE POSITIVE (NEGATIVE) | PERCENT OF BUDGET RECEIVED / EXPENDED | PRIOR YEAR YTD AS OF 10/31/2020 |
|---|---|---|---|---|---|
| OPERATING REVENUES: | | | | | |
| Residential Sales | $ 9,209,000 | $ 8,177,309 | $ (1,031,691) | 89% | $ 7,519,757 |
| Senior Sales | 544,000 | 488,374 | (55,626) | 90% | 459,383 |
| Commercial Sales | 1,160,000 | 906,363 | (253,637) | 78% | 948,134 |
| Industrial Sales | 27,032,000 | 24,937,150 | (2,094,850) | 92% | 22,560,396 |
| Intradepartmental | 980,000 | 1,016,614 | 36,614 | 104% | 765,704 |
| Service Charges | 1,588,000 | 5,582,129 | 3,994,129 | 352% | 1,186,114 |
| Other Sales | 187,000 | 178,689 | (8,311) | 96% | 84,312 |
| TOTAL OPERATING REVENUES | 40,700,000 | 41,286,628 | 586,628 | 101% | 33,523,800 |
| OPERATING EXPENSES: | | | | | |
| Purchased Power | 25,901,000 | 27,856,309 | (1,955,309) | 108% | 24,337,540 |
| Distribution: | | | | | |
| Personnel Services | 1,877,202 | 1,436,465 | 440,737 | 77% | 1,529,789 |
| Supplies, Services & Other Charges | 533,074 | 468,994 | 64,080 | 88% | 338,832 |
| Administration: | | | | | |
| Personnel Services | 383,798 | 188,958 | 194,840 | 49% | 189,862 |
| Supplies, Services & Other Charges | 2,966,510 | 3,005,798 | (39,288) | 101% | 2,729,320 |
| Utility Billing: | | | | | |
| Personnel Services | 260,361 | 198,055 | 62,306 | 76% | 214,553 |
| Supplies, Services & Other Charges | 338,347 | 261,843 | 76,504 | 77% | 201,919 |
| Conservation Programs | 669,919 | 331,884 | 338,035 | 50% | 247,994 |
| Capital Outlay | 663,000 | 724,990 | (61,990) | 109% | 1,546,365 |
| TOTAL OPERATING EXPENSES | 33,593,211 | 34,473,296 | (880,085) | 103% | 31,336,174 |
| OPERATING INCOME | 7,106,789 | 6,813,332 | (293,457) | | 2,187,626 |
| NON-OPERATING REVENUES: | | | | | |
| Investment Earnings | 16,500 | (2,144) | (18,644) | -13% | 3,833 |
| Intergovernmental | - | 155 | 155 | | 49 |
| Gain on Disposal of Capital Assets | - | - | - | | 1,540 |
| TOTAL NON-OPERATING REVENUES | 16,500 | (1,989) | (18,489) | | 5,422 |
| NON-OPERATING EXPENSES: | | | | | |
| Debt Service - Principal | 502,977 | 425,000 | 77,977 | 84% | 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 | 717,438 | 113,376 | 86% | 725,545 |
| INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS | 6,292,475 | 6,093,905 | (198,570) | | 1,467,503 |
| CAPITAL CONTRIBUTIONS | - | 159,791 | 159,791 | | 430,665 |
| TRANSFERS IN (OUT): | | | | | |
| Transfers In | - | 51,828 | 51,828 | | - |
| Transfers (Out) | (6,292,000) | (5,380,470) | 911,530 | | (5,154,440) |
| TOTAL TRANSFERS IN (OUT) | (6,292,000) | (5,328,642) | 963,358 | | (5,154,440) |
| CHANGE IN NET POSITION | $ 475 | $ 925,054 | $ 924,579 | | $ (3,256,272) |

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 10/31/2021 AND 10/31/2020

| | 2021 BUDGET | ACTUAL AS OF 10/31/2021 | VARIANCE POSITIVE (NEGATIVE) | PERCENT OF BUDGET RECEIVED/ EXPENDED | PRIOR YEAR YTD AS OF 10/31/2020 |
|---|---|---|---|---|---|
| OPERATING REVENUES: | | | | | |
| Residential Sales | $ 1,358,000 | $ 1,629,649 | $ 271,649 | 120% | $ 1,268,937 |
| Commercial Sales | 1,043,000 | 1,031,010 | (11,990) | 99% | 857,810 |
| Industrial Sales | 518,000 | 364,475 | (153,525) | 70% | 279,989 |
| Other Sales | 459,040 | 526,748 | 67,708 | 115% | 365,816 |
| TOTAL OPERATING REVENUES | 3,378,040 | 3,551,882 | 173,842 | 105% | 2,772,552 |
| OPERATING EXPENSES: | | | | | |
| Pumping | 261,970 | 322,803 | 189,167 | 63% | 226,789 |
| Treatment | 322,742 | 312,270 | 10,472 | 97% | 281,902 |
| Distribution: | | | | | |
| Personnel Services | 498,160 | 411,827 | 86,333 | 83% | 406,424 |
| Supplies, Services & Other Charges | 362,437 | 217,497 | 144,940 | 60% | 198,194 |
| Administration: | | | | | |
| Personnel Services | 125,732 | 102,358 | 23,374 | 81% | 101,964 |
| Supplies, Services & Other Charges | 645,538 | 632,512 | 13,026 | 98% | 592,472 |
| Utility Billing: | | | | | |
| Personnel Services | 130,182 | 99,028 | 31,154 | 76% | 106,810 |
| Supplies, Services & Other Charges | 66,824 | 63,183 | 3,641 | 95% | 62,562 |
| Capital Outlay | 290,500 | 237,777 | (197,277) | 587% | 152,086 |
| TOTAL OPERATING EXPENSES | 2,704,085 | 2,399,255 | 304,830 | 89% | 2,129,203 |
| OPERATING INCOME | 673,955 | 1,152,627 | 478,672 | 171% | 643,349 |
| NON-OPERATING REVENUES: | | | | | |
| Investment Earnings | 16,200 | (681) | (16,881) | -4% | (3,160) |
| Intergovernmental | - | 4,822 | 4,822 | | 7,424 |
| Lease - Bountiful Basket | 30,600 | 25,523 | (5,077) | 83% | 25,082 |
| Insurance Claims | - | - | - | | 17,750 |
| TOTAL NON-OPERATING REVENUES | 46,800 | 29,664 | (17,136) | 63% | 47,096 |
| NON-OPERATING EXPENSES: | | | | | |
| Debt Service - Principal | 699,214 | 95,440 | 603,774 | 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 | 882 | 1,018 | | 1,948 |
| TOTAL NON-OPERATING EXPENSES | 1,032,372 | 362,223 | 670,149 | 35% | 353,686 |
| INCOME (LOSS) BEFORE TRANSFERS | (311,617) | 820,068 | 1,131,685 | | 336,759 |
| 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 | $ 693,550 | $ 616,167 | | $ 737,818 |

SEWER FUND

REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, ACTUAL AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 10/31/2021 AND 10/31/2020

| | 2021 BUDGET | ACTUAL AS OF 10/31/2021 | VARIANCE POSITIVE (NEGATIVE) | PERCENT OF BUDGET RECEIVED/ EXPENDED | PRIOR YEAR YTD AS OF 10/31/2020 |
|---|---|---|---|---|---|
| OPERATING REVENUES: | | | | | |
| Residential Sales | $ 1,657,900 | $ 1,309,918 | $ (347,982) | 79% | $ 1,203,225 |
| Commercial Sales | 1,130,000 | 872,564 | (257,436) | 77% | 825,681 |
| Industrial Sales | 1,114,500 | 1,053,144 | (61,356) | 94% | 822,619 |
| Other Sales | 792,350 | 872,891 | 80,541 | 110% | 628,958 |
| TOTAL OPERATING REVENUE | 4,694,750 | 4,108,517 | (586,233) | 88% | 3,480,483 |
| OPERATING EXPENSES: | | | | | |
| Pumping | 25,829 | 21,770 | 4,059 | 84% | 53,719 |
| Treatment | 2,713,317 | 2,487,208 | 226,109 | 92% | 2,452,578 |
| Collection: | | | | | |
| Personnel Services | 498,160 | 411,902 | 86,258 | 83% | 412,128 |
| Supplies, Services & Other Charges | 199,387 | 206,282 | (6,895) | 103% | 87,105 |
| Administration: | | | | | |
| Personnel Services | 125,730 | 102,358 | 23,372 | 81% | 101,963 |
| Supplies, Services & Other Charges | 631,368 | 624,777 | 6,591 | 99% | 579,040 |
| Utility Billing: | | | | | |
| Personnel Services | 130,182 | 99,028 | 31,154 | 76% | 106,810 |
| Supplies, Services & Other Charges | 62,220 | 60,917 | 1,303 | 98% | 47,714 |
| Capital Outlay | 17,500 | 21,930 | (4,430) | 125% | 131,970 |
| TOTAL OPERATING EXPENSES | 4,403,693 | 4,036,172 | 367,521 | 92% | 3,973,027 |
| OPERATING INCOME | 291,057 | 72,345 | (218,712) | | (492,544) |
| NON-OPERATING REVENUES: | | | | | |
| Investment Earnings | 6,700 | (114) | (6,814) | -2% | (438) |
| Intergovernmental | - | 115 | 115 | | 12 |
| TOTAL NON-OPERATING REVENUES | 6,700 | 1 | (6,699) | 0% | (426) |
| 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 | (261,341) | (342,985) | | (732,854) |
| TRANSFERS IN (OUT): | | | | | |
| Transfers (Out) | (177,000) | (192,771) | (15,771) | | (128,291) |
| CHANGE IN NET POSITION | $ (95,356) | $ (454,112) | $ (358,756) | | $ (861,145) |

CHASKA COMMUNITY CENTER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, AMENDED BUDGET, ACTUAL AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 10/31/2021 AND 10/31/2020

| | 2021 ORIGINAL BUDGET | 2021 AMENDED BUDGET | ACTUAL AS OF 10/31/2021 | VARIANCE POSITIVE (NEGATIVE) | PERCENT OF BUDGET RECEIVED/ EXPENDED | PRIOR YEAR YTD AS OF 10/31/2020 |
|---|---|---|---|---|---|---|
| OPERATING REVENUES: | | | | | | |
| Admissions | $ 433,200 | $ 304,664 | $ 91,250 | $ (213,414) | 30% | $ 116,698 |
| Memberships | 1,354,292 | 710,720 | 559,232 | (151,488) | 79% | 538,672 |
| Rentals | 1,126,648 | 995,973 | 788,760 | (207,213) | 79% | 776,764 |
| Charges for Services/Lessons | 543,960 | 312,243 | 234,131 | (78,112) | 75% | 160,979 |
| Other Revenue | 143,720 | 71,510 | 12,178 | (59,332) | 17% | 63,641 |
| TOTAL OPERATING REVENUE | $ 3,601,820 | $ 2,395,110 | $ 1,685,551 | $ (709,559) | 70% | $ 1,656,754 |
| OPERATING EXPENSES: | | | | | | |
| Personnel Services | 2,164,659 | 1,956,291 | 1,719,717 | 236,574 | 88% | 1,897,790 |
| Operating Supplies | 229,326 | 229,326 | 178,642 | 50,684 | 78% | 240,717 |
| Professional Services | 801,931 | 801,931 | 829,985 | (28,054) | 103% | 591,719 |
| Other Charges | 211,934 | 211,934 | 169,485 | 42,449 | 80% | 517,896 |
| Capital Outly | 175,000 | 175,000 | 170,120 | 4,880 | 97% | 213,936 |
| TOTAL OPERATING EXPENSES | 3,582,850 | 3,374,482 | 3,067,949 | 306,533 | 91% | 3,462,058 |
| OPERATING INCOME | 18,970 | (979,372) | (1,382,398) | (403,026) | | (1,805,304) |
| NON-OPERATING REVENUES: | | | | | | |
| Intergovernmental Revenue | - | - | 40,000 | 40,000 | | - |
| Investment Earnings (Charges) | (11,900) | (11,900) | 12 | 11,912 | 0% | 149 |
| Sale of Capital Assets | 20,000 | 20,000 | - | (20,000) | | - |
| TOTAL NON-OPERATING REVENUES | 8,100 | 8,100 | 40,012 | 31,912 | 494% | 149 |
| 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% | 81,624 |
| 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% | 201,577 |
| INCOME (LOSS) BEFORE TRANSFERS | (477,000) | (1,475,342) | (1,445,574) | 29,768 | | (2,006,732) |
| TRANSFERS IN (OUT): | | | | | | |
| Transfers In | 477,000 | 477,000 | 477,000 | - | | 533,174 |
| CHANGE IN NET POSITION | $ - | $ (998,342) | $ (968,574) | $ 29,768 | | $ (1,473,558) |

CHASKA PAR 30 FUND / THE LOOP
REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, ACTUAL, AND PRIOR YEAR TO DATE
FOR THE PERIOD ENDED 10/31/21 AND 10/31/20

| | 2021 BUDGET | ACTUAL AS OF 10/31/2021 | VARIANCE POSITIVE (NEGATIVE) | PRIOR YEAR YTD AS OF 10/31/2020 |
|---|---|---|---|---|
| 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 | - | - | - | 66,820 |
| Supplies, Services & Other Charges | - | 4,849 | (4,849) | 13,055 |
| Golf - Club House: | | | | |
| Personnel Services | - | - | - | 43,039 |
| Supplies, Services & Other Charges | - | 209 | (209) | 37,728 |
| Merchandise for Resale | - | - | - | 2,091 |
| Capital Outlay - Golf Course Construction | - | 2,021,041 | (2,021,041) | 583,679 |
| TOTAL OPERATING EXPENSES | - | 2,026,099 | (2,026,099) | 746,412 |
| OPERATING INCOME | - | (2,026,099) | (2,026,099) | (541,623) |
| NON-OPERATING REVENUES: | | | | |
| Intergovernmental Revenue | - | 76 | 76 | - |
| Refunds/Reimbursements | - | 59 | 59 | - |
| TOTAL NON-OPERATING REVENUES | - | 135 | 135 | - |
| INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS | - | (2,025,964) | (2,025,964) | (541,623) |
| CAPITAL CONTRIBUTIONS | - | - | - | 124,000 |
| CHANGE IN NET POSITION | $ - | $ (2,025,964) | $ (2,025,964) | $ (417,623) |

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 10/31/21 AND 10/31/20

| | 2021 BUDGET | ACTUAL AS OF 10/31/2021 | VARIANCE POSITIVE (NEGATIVE) | PERCENT OF BUDGET RECEIVED/ EXPENDED | PRIOR YEAR YTD AS OF 10/31/2020 |
|---|---|---|---|---|---|
| OPERATING REVENUES: | | | | | |
| Green Fees | $ 1,464,000 | $ 1,877,049 | $ 413,049 | 128% | $ 1,720,304 |
| Driving Range | 125,000 | 165,045 | 40,045 | 132% | 138,193 |
| Golf Rentals | 356,000 | 440,124 | 84,124 | 124% | 339,833 |
| Merchandise | 250,000 | 310,842 | 60,842 | 124% | 221,566 |
| Other Sales | 139,000 | 145,567 | 6,567 | 105% | 102,907 |
| TOTAL OPERATING REVENUE | $ 2,334,000 | $ 2,938,627 | $ 604,627 | 126% | $ 2,522,803 |
| OPERATING EXPENSES: | | | | | |
| Golf - Maintenance Dept: | | | | | |
| Personnel Services | 698,622 | 594,944 | 103,678 | 85% | 549,006 |
| Supplies, Services & Other Charges | 283,179 | 274,850 | 8,329 | 97% | 233,719 |
| Golf - Club House: | | | | | |
| Personnel Services | 534,894 | 470,496 | 64,398 | 88% | 449,741 |
| Supplies, Services & Other Charges | 333,654 | 406,760 | (73,106) | 122% | 383,762 |
| Merchandise for Resale | 174,284 | 209,078 | (34,794) | 120% | 169,199 |
| Capital Outlay | 135,500 | 111,628 | 23,872 | 82% | 225,959 |
| TOTAL OPERATING EXPENSES | 2,160,133 | 2,067,756 | 92,377 | 96% | 2,011,386 |
| OPERATING INCOME | 173,867 | 870,871 | 697,004 | | 511,417 |
| 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 | 840,472 | 821,905 | | 481,408 |
| TRANSFERS IN (OUT): | | | | | |
| Transfers In | - | - | - | | 12,737 |
| CHANGE IN NET POSITION | $ 18,567 | $ 840,472 | $ 821,905 | | $ 494,145 |

TURBINE GENERATOR FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, ACTUAL, AND PRIOR YEAR TO DATE
FOR THE PERIOD ENDED 10/31/21 AND 10/31/20

| | 2021 BUDGET | ACTUAL AS OF 10/31/2021 | VARIANCE POSITIVE (NEGATIVE) | PERCENT OF BUDGET RECEIVED/ EXPENDED | PRIOR YEAR YTD AS OF 10/31/2020 |
|---|---|---|---|---|---|
| OPERATING REVENUES: | | | | | |
| Lease Revenue | $ 2,486,184 | $ 1,076,552 | $ (1,409,632) | 43% | $ 1,129,590 |
| OPERATING EXPENSES: | | | | | |
| Professional Services | 105,000 | 97,307 | 7,693 | 93% | 93,637 |
| Other Charges | 229,445 | 172,084 | 57,361 | 75% | 169,759 |
| TOTAL OPERATING EXPENSES | 334,445 | 269,391 | 65,054 | 81% | 263,396 |
| OPERATING INCOME | 2,151,739 | 807,161 | (1,344,578) | | 866,194 |
| NON-OPERATING REVENUES: | | | | | |
| Investment Earnings | - | (130) | (130) | | (2,371) |
| Interfund Loan Payments | 104,219 | - | (104,219) | 0% | - |
| TOTAL NON-OPERATING REVENUES | 104,219 | (130) | (104,349) | 0% | (2,371) |
| NON-OPERATING EXPENSES: | | | | | |
| Debt Service - Principal | 1,275,000 | - | 1,275,000 | 0% | - |
| Debt Service - Interest | 801,250 | 801,250 | - | 100% | 862,250 |
| Issuance Costs & Fiscal Agent Fees | 4,500 | 4,500 | - | 100% | 4,500 |
| TOTAL NON-OPERATING EXPENSES | 2,080,750 | 805,750 | 1,275,000 | 39% | 866,750 |
| INCOME (LOSS) BEFORE TRANSFERS | 175,208 | 1,281 | (173,927) | | (2,927) |
| TRANSFERS IN (OUT): | | | | | |
| Transfers (Out) | - | (51,829) | (51,829) | | - |
| CHANGE IN NET POSITION | $ 175,208 | $ (50,548) | $ (225,756) | | $ (2,927) |

STORM WATER FUND

REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET, ACTUAL, AND PRIOR YEAR TO DATE
FOR THE PERIODS ENDING 10/31/21 AND 10/31/20

| | 2021 BUDGET | ACTUAL AS OF 10/31/2021 | VARIANCE POSITIVE (NEGATIVE) | PERCENT OF BUDGET RECEIVED/ EXPENDED | PRIOR YEAR YTD AS OF 10/31/2020 |
|---|---|---|---|---|---|
| OPERATING REVENUES: | | | | | |
| Residential Sales | $ 1,043,000 | $ 1,038,387 | $ (4,613) | 100% | $ 910,825 |
| Industrial Sales | 788,000 | 784,219 | (3,781) | 100% | 694,888 |
| All Other Receipts | 14,385 | 8,366 | (6,019) | 58% | 6,459 |
| TOTAL OPERATING REVENUE | 1,845,385 | 1,830,972 | (14,413) | 99% | 1,612,172 |
| OPERATING EXPENSES: | | | | | |
| Collections: | | | | | |
| Personnel Services | 366,900 | 113,257 | 253,643 | 31% | 143,609 |
| Supplies, Services & Other Charges | 348,482 | 243,262 | 105,220 | 70% | 173,272 |
| Administration: | | | | | |
| Personnel Services | 131,336 | 106,538 | 24,798 | 81% | 106,669 |
| Supplies, Services & Other Charges | 389,871 | 391,620 | (1,749) | 100% | 356,426 |
| Utility Billing: | | | | | |
| Supplies, Services & Other Charges | 63,500 | 58,919 | 4,581 | 93% | 47,267 |
| Depreciation | 30,000 | - | 30,000 | 0% | - |
| Capital Outlay | 217,500 | 117,923 | 99,577 | 54% | 104,376 |
| TOTAL OPERATING EXPENSES | 1,547,589 | 1,031,519 | 516,070 | 67% | 931,619 |
| OPERATING INCOME | 297,796 | 799,453 | 501,657 | | 680,553 |
| NON-OPERATING REVENUES: | | | | | |
| Investment Earnings (Charges) | 6,500 | (370) | (6,870) | -6% | (767) |
| Intergovernmental | - | - | - | | 5,000 |
| TOTAL NON-OPERATING REVENUES | 6,500 | (370) | (6,870) | | 4,233 |
| 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 | 595,256 | 483,749 | | 527,541 |
| 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 | $ 522,289 | $ 452,179 | | $ 505,669 |

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 10/31/2021 AND 10/31/2020

| | 2021 ORIGINAL BUDGET | 2021 AMENDED BUDGET | ACTUAL AS OF 10/31/2021 | VARIANCE POSITIVE (NEGATIVE) | PERCENT OF BUDGET RECEIVED/ EXPENDED | PRIOR YEAR YTD ACTUAL 10/31/2020 |
|---|---|---|---|---|---|---|
| OPERATING REVENUES: | | | | | | |
| Memberships | $ 149,900 | $ 135,350 | $ 107,013 | $ (28,337) | 79% | $ 124,327 |
| Rentals | 167,007 | 99,296 | 98,018 | (1,278) | 99% | 57,591 |
| Lessons | 255,000 | 131,000 | 81,303 | (49,697) | 62% | 91,130 |
| Leagues | 225,500 | 180,000 | 172,180 | (7,820) | 96% | 153,414 |
| Leases | 409,000 | 297,878 | 259,788 | (38,090) | 87% | 158,774 |
| Other Revenue | 52,779 | 39,484 | 27,412 | (12,072) | 69% | 27,718 |
| TOTAL OPERATING REVENUES | 1,259,186 | 883,008 | 745,714 | (137,294) | 84% | 612,954 |
| OPERATING EXPENSES: | | | | | | |
| Administration: | | | | | | |
| Personnel Services | 363,802 | 363,802 | 258,028 | 105,774 | 71% | 285,822 |
| Supplies, Services & Other Charges | 362,024 | 362,024 | 340,640 | 21,384 | 94% | 293,305 |
| Event Center: | | | | | | |
| Personnel Services | 104,317 | 103,317 | 79,899 | 23,418 | 77% | 80,447 |
| Supplies, Services & Other Charges | 13,026 | 13,026 | 11,962 | 1,064 | 92% | 13,028 |
| Curling Center: | | | | | | |
| Personnel Services | 241,991 | 199,641 | 148,386 | 51,255 | 74% | 163,523 |
| Supplies, Services & Other Charges | 93,616 | 93,616 | 48,252 | 45,364 | 52% | 52,460 |
| Crooked Pint | 58,525 | 58,525 | 48,643 | 9,882 | 83% | 72,157 |
| Capital Outlay | 5,000 | 5,000 | - | 5,000 | | - |
| TOTAL OPERATING EXPENSES | 1,242,301 | 1,198,951 | 935,810 | 263,141 | 78% | 960,742 |
| OPERATING INCOME | 16,885 | (315,943) | (190,096) | 125,847 | | (347,788) |
| NON-OPERATING REVENUES: | | | | | | |
| Investment Earnings (Charges) | (12,154) | (12,154) | 73 | 12,227 | | 704 |
| TOTAL NON-OPERATING REVENUES | (12,154) | (12,154) | 73 | 12,227 | | 704 |
| 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) | (1,664,483) | 249,715 | | (1,822,920) |
| TRANSFERS IN (OUT): | | | | | | |
| Transfers In | 1,586,101 | 1,586,101 | 1,586,101 | - | 100% | 1,599,137 |
| CHANGE IN NET POSITION | $ 4,731 | $ (328,097) | $ (78,382) | $ 249,715 | | $ (223,783) |

**Biweekly Report**
**December 20, 2021**
**By**
**Matt Podhradsky**

## UPCOMING COUNCIL MEETING SCHEDULE

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

- 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. We also have items coming from the Planning Commission that evening to be considered. We are moving at least one item from the Planning Commission to the January 3rd Council meeting as there was a long list of items coming from that meeting-we hope that will keep the length of this meeting to a reasonable time.
- January 3rd: Prior to this meeting we will be having interviews for Commission openings. We are still working on getting the interview times scheduled, but please plan on 5:30 as a start as we will have several interviews to get through. At the meeting we will have our normal beginning of the year action items including appointing our Mayor Pro Tem for the upcoming year
- January 17th: No meeting in recognition of Martin Luther King Jr Day
- January 24th: Second meeting of the month will be moved to this date because of Martin Luther King Jr. Day. There will also be interviews for Commissions prior to this meeting
- January 31st: This is the 5th Monday of the month. We are uncertain whether we will need a Council meeting that night or not

In February, the two Council meetings will be on February 7th and 28th, as the 21st is President's Day. We are uncertain at this time if we will need a work session at either meeting. Please let me know if you are unable to attend any of these meetings.

## 2ND ANNUAL SANTA PARADE

This upcoming Wednesday, December 22nd, we will be holding the 2nd Annual Santa Parade. This parade will follow a similar route to last year, with it starting at 4:30 and going until approximately 9 pm. The parade route tries to hit all the major areas in each neighborhood around the community. To help residents be able to enjoy the parade without having to stand outside all evening, we will have a "Santa Tracker" that we will have on-line that night to give residents an idea of where we are at in the route, and when they can expect to see us coming into their neighborhood. It is looking like the weather that night will be the upper 20s and dry, so should be a good night for the parade! If you have any questions, just let me know.

## BRIDGE REPLACEMENT COMPLETED ON 6TH STREET

As Council is aware, one of the pieces of the Street Reconstruction Program for 2021 was replacement of the 6th Street Bridge just north of the SW Cooperative Building. This was a

failing bridge that was awarded funds from the State to replace as it has long outlasted its expected life. I am pleased to let you know that while it took a while to get the culvert built and delivered to the site, that the bridge was replaced with a culvert a couple of weeks ago, and the road surface was able to be paved this past Wednesday. A big thank you to William Mueller and Sons for keeping their black top plant open longer than they normally would to allow for the pavement of this bridge to occur yet this fall so that we do not have to plow over gravel throughout the winter. With the installment of the bridge and the pavement on top, this does close out our 2021 Reconstruction program for the year. Next summer the second lift of Walnut and 5th Street will be installed as well as the landscaping planned for the project. Please let me know if you have any questions about this.

**COMMUNITY DEVELOPMENT DIRECTOR TRANSITION**

As you are aware, I recently hired Nate Kabat to be the next Community Development Director of Chaska, replacing Kevin Ringwald who has been here since 1998 and will officially retire in May. For this transition, we wanted to have the new person start up before Kevin left both to help with the transition process, but to also take on some of the special projects occurring in that department now that would be difficult for a new person to jump right into while getting acclimated to the new job and department. In this way, we can continue to move forward projects that are time sensitive without causing delay and giving Nate the ability to have the proper time to be able to get set up in this new position.

As we are making this transition, I wanted to give the Council some expectations about how and when this transition will occur, and the special projects Kevin will be working on until he retires in about 5 months.

First, the official start date for Nate in the CD Director position will be Monday, January 3rd. On that date, Nate will officially move into this job and Kevin will move into a Special Project Coordinator position in the CD Department. With Nate's position then being vacant, we have been advertising for a new Assistant Administrator position. That position closes early next week, and we have been getting several very good applications for the position. We have the first round of interviews scheduled for January 3 and 4, with second interviews happening the following week. If we can offer a position to a candidate the week of January 17th, we would expect to have a new person start in the position by the middle of February. This will mean that we will have that position vacant for a little over a month, which will be very manageable.

In his new/temporary role, Kevin Ringwald will be working on moving forward specific projects including, City Square West, Highway 41/61 Reconstruction, planning for our City building improvement plans, providing his expertise in the Community Center Master Planning process and working to help move forward a proposed Data Center project on the Kelzer property just north of the existing Data Centers in the West Creek Corporate Center. Focusing on all these projects will allow Nate to work with his new Staff on the transition and focus on more of the day-to-day planning to get himself into the position.

A big thank you to Kevin for helping to work with us to create a solid transition plan, and congratulations to Nate. I am confident he will do very well in this position. If there are any questions about this plan, do not hesitate to reach out and ask.

**LIBRARY PLANNING**

As Council is aware, Staff is currently working on planning for improvements to our City facilities, including a new Chaska Library. We are currently in the process of doing a needs analysis on each of our facilities. One of the facilities that we are including in this work is the proposed new Chaska Library with us working with Carver County on what types of things we currently have missing in our existing Library and the things we will want to consider as we look at a new building.

In addition to this, Carver County is also starting to work on the operational plans for this new library, including putting plans together for how to furnish it, Staff it and acquire an Opening Day Collection for the facility if it moves forward. Given that we are discussing an expanded facility and services, it will take more operational costs for the County to be able to work with a bigger facility.

This past Tuesday, I was able to present to the County Board the work that we have done so far on the building, as well as Library Director Heidi Hoks being able to present to the County Board the work that her Staff has done on planning for the operations of the facility. The purpose of this presentation was to bring the County Board up to speed on what planning is occurring and to provide them an opportunity to ask questions or share concerns about anything they are hearing early in the process.

I am happy to say that these initial discussions went well with the County Board expressing excitement about the plans that are coming together for this Library building. While this will drive additional costs for them in operations, no one on the board seemed to indicate that they didn't see the need for an expanding facility given the growth that we have seen in our community since the original library was built and seemed to feel comfortable with the process we are currently using with the Library Administration to help develop more detailed plans and costs for the project. We indicated that we hope to have more detailed information to provide them as some of our initial concept work is completed in mid-winter.

If there are any questions on this, please don't hesitate to ask.

**HAPPY HOLIDAYS**

I wanted to take this opportunity to wish everyone a Happy Holidays and to congratulate all on another successful year. With COVID, there has clearly been challenges that we have faced that we would have never expected. However, despite that, I feel like we were able to continue to move forward the City and our organization in a very positive direction.

I hope everyone has the opportunity this year to spend the Holidays with family unlike last year and to enjoy the season! I wanted to let you know that I will be out of the office the week between Christmas and New Year's, back in the office on Monday January 3rd. If there is anything you should need prior to me being gone, please do not hesitate to ask. Happy Holidays!

# Minutes
# CHASKA HUMAN RIGHTS COMMISSION
# Thursday, October 28, 2021
# 6:30 PM

1. Roll Call
   Present: Carlson, Haga, Hubbard (arrived at 6:35 p.m.), Spreadbury, Welvaert, S. White
   Absent: Hughes, Sandison

2. Adopt Agenda
   Motion: Haga
   Second: Welvaert
   Motion: Carried

3. Open Forum/Guest Presentation

   3A. Guest Presentation - Kelli Brenny with Diversity with Books Program, Eastern Carver County Schools

   Kelli Brenny explained this program provides information on how to create and support cultural diversity in a school classroom by increasing inventory of diverse books and literature. Another goal is to increase community partnerships and guest readers.

   Chair Carlson inquired about how would books be distributed, what books are in need and how to vet them. Brenny responded connecting with school media specialists and using a search engine called Destiny Quest. The vetting of books would be done by EAC.

   Chair Carlson wondered what monetary amount they were asking for. Brenney stated it would cost $599.51 for one copy of each book on their list through Amazon.

   Commissioner Spreadbury wondered if Brenney would prefer one copy of many books or many copies of a few books. Brenney responded they would prefer one copy of each book so it can be distributed to various schools if needed.

   Commissioner Welvaert questioned what the donation process would look like. Brenny said they would gather information on it and circle back to them.

Kabat wondered if other cities have been approached and if the donation comes from HRC, would the books only go to schools in Chaska. Brenny said books would be distributed throughout the district.

Commissioner Spreadbury asked about a timeline. Brenney answered they would be ready in fall of 2022.

Chair Carlson thanked them for their presentation and their purpose. Kabat would like to speak to them to find ways city staff can partner to read to students.

4. Approve Minutes
   4A. Adopt Meeting Minutes – September 23, 2021
   Commissioner Welvaert requested a correction to change zoom to in-person
   Motion: Welvaert as amended
   Second: Hubbard
   Motion: Carried

5. Treasurer's Report
   5A. Treasurer's Report - 2021
   Kabat reported there is a $665 outlay in process to be paid. The balance is $1290, a difference of $625 left to spend.
   Motion: Spreadbury
   Second: Hubbard
   Motion: Carried

   Commissioner Welvaert wondered about the cost of the Human Rights Award. Kabat will find out an approximate cost of award.

6. Committee Updates
   6A. Budget
   Chair Carlson reported it has been sent to the City Council.

   6B. River City Days Committee
      6Ai. River City Day's Update
      Chair Carlson reported the committee ordered the fans and Commissioner Spreadbury stated they tabled the idea of spending more money from the $625 dollars that is left in the budget. Commissioner Welvaert suggested a decision be made earlier in the year regarding supplies so they get delivered on time. Kabat stated the fans have not yet arrived.

   6B. Calendar Committee
   There was nothing to report.

6C. MLK Update Committee
On October 13, 2021 the committee met with a Parks and Recreation representative to discuss involvement in art or video projects from schools, asking students what MLK's dream means to them or how it plays out in their community. Connections were made at the Art Consortium and with the Southwest Chamber of Commerce. Chair Carlson interpreted the discussion with the Chamber that they will not be able to help financially but did offer to offset printing costs, coloring books, and would love to be part of group at MLK day. Commissioner Haga would like to facilitate the help for this committee.

6Ci. City of Chaska Human Rights Award recognizes an individual, group or organization that is advancing human rights and making a difference in the community. Nominations can come from anyone in the city. Kabat recommended the HRC nominations be due at the December meeting. Kabat advised the November meeting would be better but that doesn't leave much time for applicants.

6D. Program Committee
Chair Carlson does not have any guest speakers for the November or December meetings. Commissioner Haga wondered if anyone from the American Indian Parent Advisory Committee could come speak to the committee in November since it is National Indigenous People's Month.

6E. Webpage Committee
Chair Carlson reported Kevin is working on it.

6F. Empathetic Response Committee
Commissioner Spreadbury reported it is on-going.

7. New Business:
7A. American Indian Parent Advisory Group.
Chair Carlson met with them in September and offered opportunities to partner with district families. The Advisory Group did not have any specifics on what the relationship between the Advisory Group and the HRC would look like. A representative from this group would be more than happy to come back and talk.

7B. Chair Carlson attended the Human Rights and Diversity Commission in Eden Prairie. The HRC may want to take a look at it for 2022.

7C. Diversity of Books
Chair Carlson asked Commission if this is something they want to support. Commissioner Haga abstained from the discussion and vote. The HRC supported

the idea but had some questions regarding book distribution, funding, possible donations and budget expenditures. Commissioner Haga wondered if Diversity with Books could give HRC a proposal for a budget and plan at the November meeting. Kabat agreed to put it on the November meeting agenda.

7D. Marnitas Table
Chair Carlson discussed a variety of events raising awareness for this initiative. Kabat mentioned Marnitas Table Initiative allows Carver County Public Health to reach out to various communities. Commissioner Welvaert would love to serve on that committee as a representative from the HRC.

7E. Parks And Recreation Facility Planning
Kabat stated this effort will be kicking off early 2022. Community Center is 30 years old and what investments need to be made going forward.

8. Next Meeting Date – Nov. 18, 2021 and Dec. 16, 2021 at City Hall Council Chambers.

9. Adjourn
Motion: Spreadbury
Second: Hubbard
Motion: Carried

Meeting adjourned at 8:34 p.m.