Gregg Davies Commission Interview (Zoom)
6:45 PM

AGENDA
CHASKA CITY COUNCIL
CHASKA EVENT CENTER - 3210 CHASKA BLVD & ZOOM
Monday, February 07, 2022
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 January 3, 2022 City Council Meeting Minutes

   6.B. Approve the January 24, 2022 City Council Meeting and Special Meeting Minutes

7. Consent Items

   7.A. Adopt Resolution 2022-13, Resolution Supporting City Application to the Carver County CDA Community Growth Partnership Initiative Grant Program

   7.B. Audit Engagement Letter

   7.C. Council Committee Assignments

   7.D. Commissioner Appointments

   7.E. Appointment of Parks and Recreation Commission Chair and Vice-Chair

8. Action Items

    8.A. Recommendation to Council to Enter into Service Agreement for Facility Naming Rights and Sponsorship

9. Bills

    9.A. ACCOUNTS PAYABLE COUNCIL ROSTER 2-7-2022

10. Other Business

    10.A. City Administrator's Report

        10.A.i. Biweekly January 7, 2022

    10.B. Other Meeting Minutes

        10.B.i. Planning Commission Meeting Minutes December 8, 2021

11. Adjourn

**- MINUTES -**
**CHASKA CITY COUNCIL**
**JANUARY 3, 2022**

1. Call to Order
The meeting was called to order by Mayor Windschitl at 7:06 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, Community Development Director; Liz Hanson, City Planner; Jacob Saufley, City Attorney; and City Engineer Matt Clark.

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

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

A. Appointment of Acting Mayor

Motion to appoint Council Member Taylor Hubbard as Acting Mayor for the City of Chaska for calendar year 2022.

B. Update to TIF and Abatement Policy for Corporate and Industrial Development

Motion to approve the updates to the Tax Increment Financing and Tax Abatement Policy for the Chaska Biotech Center-Corporate/Industrial Development.

C. Adopt Resolution 2021-97, Approving the Plat Correction for Harvest West 3rd Addition

Motion to adopt Resolution 2021-97, approving the correction to the plat of Harvest West 3rd Addition.

D. Designate City Depositories, Investment Institutions, and Authorized Signatories for 2022

Motion to designate the following official depositories, financial institutions, and authorized account signatories:

Depositories

Bank Vista; Center National Bank; Charter Bank; Old National Bank; Security Bank; USBank; Wells Fargo Bank; and Wings Financial Credit Union

Financial Institutions

Computershare Corporate Trust; League of Minnesota Cities and PMA Financial Network (4M Fund); Northland Securities, Inc.; Oppenheimer & Co.; Inc.; Piper Sandler Companies; Public

Financial Management (PFM); RBC Capital Markets, Inc.; and USBank Investment Services, Inc.

Authorized Account Signatories

Mayor...............................................Mark Windschitl
City Administrator .............................Matt Podhradsky
Treasurer ..........................................Noel J. Graczyk
Motion carried.

6. Action Items

6.A. Appointment of City Trustees to the Chaska Fire Department Relief Association Board for 2022

City Administrator Podhradsky introduced and provided background on this item.

Mayor Windschitl stated he has sat on the board for several years and he is looking to step down and would like to know if anyone on the Council has an interest in filling that seat on the board.

Councilmember Grau asked what kind of time commitment is required to be on the board.

Mayor Windschitl stated the meetings are once a month currently and he doesn't see that changing anytime soon.

Councilmember Hubbard stated she is open to serving on the board because she doesn't have any other board obligations at this time but if someone else feels strongly about doing it that is fine with her as well.

Motion by Mayor Windschitl, seconded by Councilmember Hatfield to Appoint Councilmember Hubbard and Noel Graczyk to the Chaska Fire Department Relief Association Board for 2022.
Motion carried.

6.B. Adopt Resolution 2021-96, Approving the Concept Plan for West Creek Apartments/Community Asset Development Group/PC #2021-11

City Administrator Podhradsky introduced this item.

City Planner Hanson provided a presentation and background on this item.

Dave Pokorney with Community Asset Development Group, addressed the Council and stated the reason they didn't want to use an old building and convert it for this project was because they didn't want to take affordable housing from the market and they wanted to make sure the correct message was conveyed for those people coming out of homelessness into their development.

Corey Magstadt with Launch Ministry addressed the Council and stated the type of programs they will be providing will be driven by what the youth need and want, and that remains to be seen until they are living there. He noted the types of programs will be social groups, support groups, events of different kinds like hosting BBQ's and other events that will build community relationships between the residents.

Councilmember Grau stated he likes the building like but he would draw caution to the patio area where there isn't any screening from the street. He stated in the past they have seen spaces like that with shared responsibility become unclean and unkempt because no one wants to take ownership of it. He stated he suggests putting some sort of screening if possible in front of the patio so it hidden from the street.

Councilmember Huang asked if they have a list of criteria that they screen tenants through before leasing to them and is wondering if they will require drug testing or anything for residents.

Mr. Magstadt stated they go through Carver County Social Services who have a list of people who need this type of housing and from there they go through a process that selects the people who should be allowed to lease. He stated there will not be a drug testing requirement; the residents will sign a lease just like at any other apartment so they cannot require that. He noted that should issues arise with a tenant they will address it accordingly and that could mean they are required to do some sort of programming or treatment, or in serious cases be removed from the building.

Councilmember Huang asked if there will be mechanisms to ensure that these apartments serve residents of Chaska or ones in the area first and foremost.

Mr. Pokorney stated Social Services of Carver County has a coordinated entry list which they will look at and choose from that list first. He noted if they are a resident of Carver County is something they consider.

Bob Roepke with Community Asset Development Group, addressed the Council and stated what they hope to do is build a sense of community for the people residing there and prepare them to be a part of the adult programs and move into the broader community and become contributing and positive members of society.

Councilmember Hatfield stated this is a unique opportunity to help get people the shelter they need and deserve and shift perspective on what homelessness looks like. She noted it is exciting to be a part of this opportunity.

Mr. Pokorney stated they have strong support in the community for this project, the only thing left is housing.

Mayor Windschitl asked what changed to make this project sustainable now when it wasn't in the past. He stated he is concerned about their being enough parking spots because he doesn't want parking overflowing into the residential areas.

Mr. Pokorney stated the other facilities like this have less parking and they don't have any issues. He stated if they get to a point where they no longer have a need for the shelter they can use the building for whatever they see sit because it is debt free and they can adjust the unit sizes and parking as needed.

City Planner Hanson explained that because they are single units and only have one staff member on site, so they were comfortable with the amount of parking they included in the concept plan.

Mayor Windschitl stated he isn't concerned about the day to day parking it's the other times when events happen or visitors come, they will have nowhere to park. He stated he would be ok with the plan being a few parking spots short but not 16 spaces short of the recommended amount.

City Planner Hanson stated she can request more information on comparisons to show the Council for the next meeting.

Councilmember Grau echoes Mayor Windschitl and is concerned about parking as well and he would like to see a few more parking options.

City Administrator Podhradsky stated they can look at options for how other buildings compare and also look to get proof of parking which would be a location that they can reserve for parking as a backup. He noted it sounds like the consensus is that they would be comfortable moving forward if they could have a space for extra parking designated although it doesn't need to be built at this time. He stated however, he doesn't see this being an issue for the purpose of this project.

Mr. Pokorney stated he is fine with including the parking as a condition of the leases or they can look at proof of parking, he is fine with either option. He stated from a funding standpoint, because the site is being donated there are no site costs.

Mayor Windschitl stated he would like to see the units go to the people in their community before anyone else.

Councilmember Hubbard shared a personal story about her nephew and his struggle obtaining decent housing as a young adult and noted she thinks this is great because they will be providing safe housing and dignity to these kids. She stated they wouldn't like it if another County had this type of housing and Chaska needed somewhere for their youth to go and they only let people from their own County live there. She noted it's an exciting thing they are doing and while they can never fix the whole issue, change has to start somewhere and that is what this doing.

Mayor Windschitl stated he would like to know the ages of the residents as well as have a conversation with the Police Chief on how things are going to be handled. He stated he thinks it's important to discuss how they will move forward and get out in front of any ways the police department can help the facility.

Councilmember Hatfield stated it would probably be good to have the Community Development Specialist present when they have a conversation with the Police Chief, as she can be a good resource to them.

City Administrator Podhradsky stated that's a good idea and he is sure the Police Chief would like Officer Julie there. He stated its about being an advocate for helping people and building a good working relationship with them, because there will be issues with any type of building regardless if they are market rate or not.

Mr. Magstadt stated what they are proposing is all great because some of these kids have problems trusting law enforcement and they can help change their perspective and build a good relationship.

Mayor Windschitl asked if the whole City parcel is included in the project and if they are donating the extra piece of land to them.

City Administrator Podhradsky stated the whole thing is not being used but the Council can decide how they want to proceed with the extra piece of land and they can address their decision at the next meeting when discussing the TIF.

Motion by Councilmember Hubbard, second by Councilmember Hatfield to adopt Resolution 2021-96 Approving the Concept Plan for West Creek Apartments/Community Asset Development Group/PC #2021-11.
Motion carried.

Councilmember Grau thanked everyone for their hard work and noted he appreciated Councilmember Hubbard sharing her personal experience with them.

7. Bills
7.A. Accounts Payable Council Roster 1-3-2022

Council requested further information on page 17.

City Administrator Podhradsky provided further information regarding those bills.

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

8. Other Business
8.A. City Administrator's Report
8.A.i. Bi-Weekly Report January 3, 2022

Councilmember Huang:

- Provided an update on all the 2021 Chaska High School academic, athletic and arts successes

Councilmember Grau:

- Stated he wanted to thank the snow removal crews for all their hard work

Councilmember Hubbard:

- Confirmed the Martin Luther King Day breakfast is on January 17th at 8am at the Event Center, and no RSVP is needed

Councilmember Hatfield:

- Stated there is a food distribution happening on January 13th
- Noted Coffee with a Cop on January 20th at 9am and will be held at the Caribou by Cub
- Stated the Citizens Academy starts on January 25th on Tuesday nights
- Wished everyone a Happy New Year and hopefully a better 2022

Officer Julie:

- Noted the Parent and Community Awareness night regarding social media usage is coming up and they will be providing a free dinner curtesy of Chick-fila and Chaska Lions for sponsoring the event

City Administrator Podhradsky:

- Provided an update on the City Square West funding and noted they got recommended for the award from Livable Communities Demonstration Account (LCDA) of $1.9million, noting Kevin Ringwald and Nate Kabat did great work to get it done
- Stated they are having interviews for the Assistant and Electric Director positions and noted they have a lot of great candidates
- Noted they are starting discussions with the Fire Department regarding their goals and objectives to nail down a final job description for that role
- Stated next week on Thursday the City has a focus group coming to take tours of the City facilities

Mayor Windschitl:

- Stated the next Council meeting is moved to January 24th because of MLK Day and noted there are 5 Mondays in the month and it has been decided to only have a Work Session on the 5th Monday at 6pm
- Noted the Council meetings next month will be on February 7th and 28th because of President's Day

11. Adjourn

Motion by Councilmember Hatfield, second by Councilmember Huang to adjourn the meeting at 9:47 pm.
Motion carried.

DRAFT

**- MINUTES -**
**CHASKA CITY COUNCIL**
**CHASKA EVENT CENTER (ZOOM)**
**JANUARY 24, 2022**

1. Call to Order
The meeting was called to order by Mayor Windschitl at 7:07 pm.

2.Pledge of Allegiance

3. Roll Call
Roll call was taken. Present: Councilmembers Grau, Hatfield, Hubbard (via zoom), Huang, and Mayor Windschitl

Absent: None.

Also Present: Matt Podhradsky, City Administrator; Noel Graczyk, Administrative Services Director; Kevin Wright, Communication Director; Nate Kabat, Community Development Director; Liz Hanson, City Planner; Mike Melchert, City Attorney; and City Engineer Matt Clark.

4. Adopt the Agenda
Motion by Councilmember Hatfield, second by Councilmember Huang to adopt the agenda as presented. Motion carried. Via roll call.

5. Visitor Presentation
5.A. Chaska River City Day's update by Executive Director Billie-Jean Undesser
Billie-Jean Undesser addressed the Council. She stated they have had trouble getting volunteers and sponsorships in recent years for Chaska Rive City Day's and it seems to be due to the Chaska Fire and Ice event being held the weekend prior every year. She stated she would like to request discussing a way to move either event in hopes to build better community involvement in the future.

City Administrator Podhradsky stated it would be difficult to change the dates for the Fire and Ice event this year because the bands and other vendors are booked a year in advance. He noted it isn't required to hold that event those days, so they can discuss it and see about finding new dates for 2023.

6. Approve Previous Meeting Minutes
6.A. Approve December 20, 2021 City Council Meeting Minutes
Motion by Councilmember Grau, second by Councilmember Hubbard to adopt the agenda as presented. Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl. Voting nay: None.
Motion carried.

7. Consent Agenda

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

A. Approve Support for Hwy 212 Expansion

Motion to support the inclusion and adoption of the six freight projects selected in MnDOT's Minnesota Highway Freight Program, including Highway 212 Rural Freight Mobility and Safety Project, as presented in the Metropolitan Council's proposed Plan Amendment.

B. Election Judge Wage Increases

Motion to approve the pay structure for election judges as follows: Head Judge to $12.33/hr, Asst. Head Judge/Tabulators from $11.00/hr to $11.33/hr and Regular Judge from $10.00/hr to $10.33/hr.

C. Adopt Resolution 2022-1, Accepting Gifts and Donations

Motion to adopt Resolution 2022-1 acknowledging and accepting gifts to the City of Chaska received during the period October 1, 2021 through December 31, 2021.

D. Adopt Resolution 2022-4, Cogeneration and Small Power Production for City Electric Utility

Motion to adopt Resolution No 2022-4 for Cogeneration and Small Production Tariff.

E. Disposition of Excess Property Near Highwood Drive

Motion to authorizing the Mayor and City Administrator to execute the sale and necessary subdivision of excess City property at PID 306860160, PID 305800280, PID 305800290, and PID 305800240 generally located west and south of Highwood Drive as described in Figure 1.

F. Adopt Resolution 2022-12, Approving the Final Plat for Del Webb at Chaska 2nd Addition/Pulte Homes/PC #2022-08

Motion to adopt Resolution No. 2022-12 approving the Final Plat for Del Webb at Chaska 2nd Addition (PC #2022-08).

Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl. Voting nay: None. Mayor Windschitl abstained from voting on 7.E.

Motion carried.

8. Action Items

8.A. PUBLIC HEARING: Adopt Resolution 2022-2, Approving the Drainage & Utility Easement Vacations for Oak Ridge/RCS-RCA Oak Ridge LLC/PC #2021-08

City Administrator Podhradsky introduced and provided background on this item.

Mayor Windschitl opened the public hearing at 7:20 pm.

No one wished to address the Council on this item.

Mayor Windschitl closed the public hearing at 7:21 pm.

Motion by Councilmember Huang, seconded by Councilmember Hatfield to adopt Resolution No. 2022-2 to approve the Drainage & Utility Easement Vacations within the Oak Knoll plat.

Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl. Voting nay: None.

Motion carried.

8.B. Fire Truck Purchase
City Administrator Podhradsky introduced this item.

City Planner Hanson provided a presentation and background on this item.

Interim Fire Chief Kevin Gravalin addressed the Council and stated he is aware this is a big purchase but looking at how technology has changed over the past 20 years the truck needs the updated technology such as airbags, rollover protection, middle slated ladder, camera, remote nozzle, door locks for safety in the event of something like another unrest, and many more updates.

Councilmember Grau asked what happens to the old truck.

City Administrator Podhradsky stated they will try to sell it, but there isn't a lot of value in the type of truck they currently have. He stated others on the market which are similar, or the same models are selling for under $100k.

Councilmember Huang asked if the City would be liable for the balance if the company went under.

City Administrator Podhradsky stated they will get a performance bond that covers the City in that event. He noted the City is part of the HGA purchasing group, which takes care of the bidding requirements for these types of equipment purchases.

Councilmember Hubbard asked if they will need special mechanics to fix these trucks or will the mechanics within the City be trained to deal with these.

City Administrator Podhradsky stated the City mechanics will be trained.

Motion by Councilmember Huang, seconded by Councilmember Hatfield to authorize the Mayor and City Administrator to execute documents to place on order and purchase from MacQueen Equipment, LLC prior to January 31, 2022 a ladder/platform fire truck. If the covid dollars can be used towards this purchase then staff is authorized to use those funds.
Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl. Voting nay: None.
Motion carried.

8.C. Adopt Resolution 2022-7, Bond Sale Reimbursement
City Administrator Podhradsky introduced and provided background on this item.

Motion by Councilmember Hatfield, second by Councilmember Grau to adopt Resolution 2022-7 relating to financing certain proposed projects and establishing compliance with reimbursement bond regulations under the Internal Revenue Code.
Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl. Voting nay: None.
Motion carried.

8.D. Adopt Resolution 2022-8 and Ordinance 1008, Approving the Preliminary Plat, Preliminary Site & Building Plan, and Rezoning for West Creek Apartments/Community Asset Development Group/PC #2022-02

City Administrator Podhradsky introduced and provided background on this item.

City Planner Hanson provided a presentation on this item.

Mayor Windschitl asked how the parking that is on City property plays into this, unless they are selling it to the developer.

City Planner Hanson stated most likely yes, the City land will be sold to the developer and the purchase agreement will need to be completed before the final plat approval.

Councilmember Huang stated since the last meeting he visited the other centers like this, and they were well kept and had a nice esthetic, as well as, they had adequate parking. He noted it seems this property will have more than enough parking based on his observations.

Motion by Councilmember Hatfield, second by Councilmember Huang to adopt Motion to adopt Resolution No. 2022-8 approving the Preliminary Site & Building Plan and Preliminary Plat for West Creek Apartments (PC #2022-02).
Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl. Voting nay: None.
Motion carried.

Motion by Councilmember Hubbard, second by Councilmember Grau to adopt Ordinance No. 1008 approving the rezoning from R2 to PRD-80.
Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl. Voting nay: None.
Motion carried.

8.E. Adopt Resolution 2022-9, Approving the Preliminary Site & Building Plan and Preliminary Plat for River Valley Industrial Center/Joel Buttenhoff/PC #2022-03

City Administrator Podhradsky introduced and provided background on this item.

City Planner Hanson provided a presentation on this item.

Councilmember Hatfield stated she is glad to see sidewalks in the plan. She asked if the county has approved the right out to the intersection.

City Planner Hanson stated it is still under review.

Mayor Windschitl asked who covers the utilities for this site.

City Administrator Podhradsky stated they have onsite well and septic within Chanhassen city boundaries.

DRAFT

There was discussion about the utilities and who has responsibility for the other parts of this.

City Engineer Clark stated the City currently serves sewer to a portion of the existing building and have no plans to provide water to it in the future.

Dan Parks, Westwood Professional Engineers, stated there is a well on site and it provides water to the large storage tank on the southeast side of the building which will be used to fight fires that could occur on site.

Motion by Councilmember Grau, second by Councilmember Huang to Adopt Resolution 2022-9, Approving the Preliminary Site & Building Plan and Preliminary Plat for River Valley Industrial Center/Joel Buttenhoff/PC #2022-03.
Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl. Voting nay: None.
Motion carried.

8.F. Adopt Resolution 2022-5, Approving the MBE Excavating Concept Plan/Sambatek on behalf of MBE Excavating/PC #2022-05
City Administrator Podhradsky introduced and provided background on this item.

City Planner Hanson provided a presentation on this item. She explained the purpose of this resolution is to make the space residential.

Mayor Windschitl stated his concern is access on Bade Road because it is on a hill.

Eric Miller, Engineer, addressed the Council and stated he appreciates the process and clarity. He stated they are appreciative for the opportunity to continue in the process, and they will make corrections and changes before the next plan is due.

Councilmember Grau asked how long it will take before the property will be useable.

Eric Miller, Engineer, stated it really depends on the market.

Billie-Jean Undesser addressed the Council and stated the revenue and other safety issues are a big concern.

City Administrator Podhradsky stated if they are leaning towards denying this item, he suggests tabling this item and bringing it back with options and increased language showing alternative resolution.

Motion by Councilmember Grau, second by Councilmember Huang to table consideration of Resolution 2022-5, Approving the MBE Excavating Concept Plan/Sambatek on behalf of MBE Excavating/PC #2022-05.
Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl. Voting nay: None.

Motion carried.

Mayor Windschitl adjourned to a 5-minute break at 9:41 pm.
Mayor Windschitl re-convened the meeting at 9:45 pm.

8.G. Adopt Resolution 2022-10, Approving the Concept Plan for 5 Single Family Lots on 6th Street and Maple Street/Landmark Builders/PC #2022-04
City Administrator Podhradsky introduced this item.

City Planner Hanson provided a presentation on the background and proposal for this item.

City Engineer Clark stated they are working with the developer to figure out is if there are 4 or 5 lots, and they will figure that out with developer as it gets closer to final plat.

Councilmember Hatfield stated at preliminary they will have a better idea of how the water mitigation will be handled. She noted this was her childhood park, so she knows it floods a lot. She stated it feels like 5 houses is a stretch for that property size but thinks 4 could maybe work. She also noted a big safety concern is the huge powerline above the proposed lots.

Councilmember Grau stated whatever they do they need to make sure they look similar to the others in the area.

Eugene Vorobey, Developer, addressed the Council and stated the houses will be 2-story and at least 2k sq ft. and they will then have a better idea how the concerns mentioned can be addressed.

Martin Douglas, 519 N. Maple, addressed the Council and stated they don't seem concerned that they aren't doing anything with that park, they got rid of a bunch of trees and it seems they have neglected the resident's input on this.

Mayor Windschitl stated they had these discussions in the past about the parks. He stated the City takes a lot of pride in the parks. He noted the City doesn't own the property and there was a lot of consideration about how to handle this.

Brad Headman, 520 East 5th Street, addressed the Council and asked if there has been any testing done due to there being an old clay mine and noted there are tunnels under it so there will be a lot of work to do and it will need to be built up.

Karen Thompson, 531 East 6th Street, addressed the Council and stated she is concerned about what may become of their neighborhood with the residential projects going on.

Lynn Manivanh, 525 East 6th Street, addressed the Council and stated a section of road that goes around Auburn Manner is very small and that is a lot of traffic that will have to go through there if they build the houses.

Motion by Councilmember Huang, second by Councilmember Grau to Adopt Resolution 2022-10, Approving the Concept Plan for 5 Single Family Lots on 6th Street and Maple Street/Landmark Builders/PC #2022-04.
Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl. Voting nay: None.
Motion carried.

8.H. Adopt Resolution 2022-11, Approving the Preliminary Site & Building Plan for 212 Medical Center/Ridgeview Medical Center/PC #2022-07
City Administrator Podhradsky introduced and provided background this item.

City Planner Hanson provided a presentation on this item.

Councilmember Hubbard asked what the plan was for the extra floor they want to add.

Paul Ham, Ridgeview, addressed the Council and stated they have enjoyed a great working relationship with the City and because they have grown they are looking to add this extra floor.

Councilmember Grau stated he appreciates this sites organization and the services they provide with high class facilities.

Councilmember Huang stated he is the closest of the Councilmembers to this facility, it is right outside his door. He stated the biggest concerns are the lights coming from the facility and the fact that some neighbors feel it isn't fair because they are paying the price for the right to have the good facility in the community.

City Engineer Clark stated they need to understand what the full build out will be but also try to figure out what the access needs are at Hunter Mark and Ridgeview entrance.

Mike Phelps, CEO of Ridgeview, addressed the Council and stated the pandemic has shown a demand for more beds and prior to the pandemic the predictions were that need for beds would go down due to different markets and alternative medicine.

Motion by Councilmember Grau, second by Councilmember Hatfield to Adopt Resolution 2022-11, Approving the Preliminary Site & Building Plan for 212 Medical Center/Ridgeview Medical Center/PC #2022-07.
Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Huang, and Mayor Windschitl. Voting nay: None. Councilmember Hubbard recused herself from the vote due to her working relationship with Ridgeview.
Motion carried.

8.I. Adopt Resolution 2022-3, Approving the Ess Lot & Ernst Home (Chaska Yards) Concept Plan/Carver County CDA/PC #2022-06
City Administrator Podhradsky introduced and provided background on this item.

There was discussion on how the parking will work with one car garages. Mayor Windschitl stated he isn't sure the parking they are proposing will work out.

Councilmember Hatfield stated this is her favorite concept plan for this site. She is however worried that the guest parking spots will always be taken unless signage is put up.

Councilmember Huang stated the turn into that lot from the alley is super tight so his biggest concern is how they can make the alley feel comfortable and spacious so people can walk through there as well as accommodate the increased traffic when this project is completed.

Mayor Windschitl stated the homes don't look historic so they will need to bring in the historic concept for these homes.

Motion by Councilmember Hubbard, second by Councilmember Huang to Adopt Resolution 2022-3, Approving the Ess Lot & Ernst Home (Chaska Yards) Concept Plan/Carver County CDA/PC #2022-06.
Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl. Voting nay: None.
Motion carried.

8.J. Appointment of Elected Representatives to the SW Transit Commission
City Administrator Podhradsky introduced this item.

Councilmember Hubbard asked when this Commission normally meets. Councilmember Huang stated they meet on the third or fourth Wednesday of each month starting at 6 pm.

Motion by Councilmember Hubbard, second by Mayor Windschitl to appoint McKayla Hatfield to the SW Transit Commission.
Roll call was taken. Voting aye: Councilmembers Grau, Hatfield, Hubbard, Huang, and Mayor Windschitl. Voting nay: None.
Motion carried.

9. Bills
9.A. Accounts Payable Council Roster 1-24-2022

Council requested further information on pages 20 and 25.

City Administrator Podhradsky provided further information regarding those bills.

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

10. Other Business

DRAFT

10.A. City Administrator's Report
10.A.i. Bi-Weekly Report January 24, 2022

10.B. City Administrator's Report
10.B.i. Building Officials Analysis of 2021 Construction
10.B.ii. 4th-Qtr 2021 Investment Report dated January 24th, 2022
10.B.iii. Financial Reports - YTD 11/30/21

Councilmember Hubbard:
- Thanked the Human Rights Commission for an outstanding job putting on the MLK event
- Attended the recent Steering Committee meeting and noted the committee was debating on hosting an in person open house event and she would keep Council informed.

Councilmember Hatfield:
- Echoed Councilmember Hubbard and stated Human Rights Commission did great job on the MLK event
- Provided a reminder of the Parent and Community Awareness Night this Thursday

Councilmember Grau:
- Gave a heartfelt thank you to the community as whole for all the hard work everyone is doing to keep the schools safe and in-person

Councilmember Huang:
- Echoed Councilmember Grau and noted his wife is a teacher and he greatly appreciates all their efforts to keep the kids safe
- Stated the MLK celebration was great
- Provided a reminder about the ice fishing contest this weekend

Mayor Windschitl:
- Stated he attend a meeting with many different Hennepin County Officials regarding car jackings and community safety, noted it was a good experience
- Congratulated Fire Chief Tim on his upcoming retirement in two weeks
- Noted the next meeting is a work session only and the next meeting is on February 7th

<u>11. Adjourn</u>
Motion by Councilmember Hatfield, second by Councilmember Huang to adjourn the meeting at 12:02 am.
Motion carried.

DRAFT

**- MINUTES -**
**CHASKA CITY COUNCIL**
**SPECIAL EMERGENCY MEETING**
**JANUARY 24, 2022**

1. Call to Order
The meeting was called to order by Mayor Windschitl at 7:00 pm.

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

Absent: Councilmember Hubbard

Also Present: Matt Podhradsky, City Administrator; Noel Graczyk, Administrative Services Director; Kevin Wright, Communication Director; Nate Kabat, Community Development Director; Liz Hanson, City Planner; Mike Melchert, City Attorney; and City Engineer Matt Clark.

3. Adopt the Agenda
Motion by Councilmember Huang, second by Councilmember Hatfield to adopt the agenda as presented. Motion carried.

4. Consent Agenda
Motion by Councilmember Hatfield, second by Councilmember Huang to approve the Consent Agenda Item A:

A. Adopt Resolution 2022-6, Declare a Local Emergency

City Administrator Podhradsky introduced and provided background on this item.

Mayor Windschitl read Resolution 2022-6, declaring a local emergency regarding Covid-19 for the City of Chaska.

Councilmember Huang asked for a clarification that the main reason they are adopting this resolution is to allow Councilmembers to participate in meetings via zoom if needed for continuity of government, but there is no intent to use any of other powers.

Motion by Councilmember Hatfield, second by Councilmember Huang to Adopt Resolution 2022-6, Declare a Local Emergency
Motion carried.

5. Adjourn
Motion by Councilmember Grau, second by Councilmember Hatfield to adjourn the meeting at 7:06 pm.
Motion carried.

# CITY OF CHASKA
# CARVER COUNTY, MINNESOTA

## RESOLUTION

**DATE__________02/07/2022__________RESOLUTION NO.______2022-13________**

**MOTION BY COUNCILMEMBER____________SECOND BY COUNCILMEMBER____________**

**A RESOLUTION SUPPORTING CITY APPLICATION TO THE CARVER COUNTY CDA COMMUNITY GROWTH PARTNERSHIP INITIATIVE GRANT PROGRAM**

**WHEREAS,** the City of Chaska has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program's purpose and criteria; and

**WHEREAS,** the City has established a Redevelopment Plan of which the proposed project is a component; and

**WHEREAS,** the City has identified a project that will create living wage jobs; and

**WHEREAS,** the City has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative predevelopment program guidelines; and

**WHEREAS,** the City has the legal authority to apply for financial assistance; and

**WHEREAS,** the City is supportive of affordable housing and of the CDA's mission to improve the lives of Carver County residents through affordable housing and community development.

**NOW THEREFORE BE IT RESOLVED** that the City of Chaska approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant program.

**BE IT FURTHER RESOLVED** that if the application is approved by the Carver County CDA, the City Administrator, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 7th day of February 2022.

____________________________________
Mark Windschitl, Mayor

Attest:____________________________________
Chaska Deputy Clerk

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 02-07-2022

**Subject:** **Resolution 2022-13 Supporting City Application to the Carver County CDA Community Growth Partnership Initiative Grant Program**

Prepared By: Nate Kabat

---

**Background**
Over the last few months, City staff have been in discussion with the owners of Cooper's Grocery to identify an approach that would enable Cooper's to be the owner of their store, and to create a clear succession plan for the grocery's long-term viability downtown. Keeping Cooper's in downtown Chaska is a legacy business retention project which is aimed at keeping a 105 year old grocer and cultural institution around for a lot longer. As an anchor of Downtown Chaska's business community, Cooper's offers full grocery services in a highly walkable and accessible location. Home to a number of rent-controlled apartments and naturally affordable single family homes, many downtown residents rely on Cooper's for food access.

Presently, Cooper's leases their land and building. However, the property owner wishes to sell the property and any new owner would need to significantly increase the rents which would cause Cooper's to cease operations. This project would assist the City in acquiring the land and placing that property in the Community Land Trust. The Coopers would raise the necessary capital to purchase the building and develop a succession plan for the business. This business model would provide long-term sustainable mortgage and through the succession planning process would ensure that a long-term operator is identified.

In pursuit of this project, City staff have prepared a grant request to the Carver County CDA's Community Growth Partnership Initiative grant program for $100,000. A successful award would serve as critical seed funds to pursue additional grants and private financing towards achieving the above stated objective. A resolution of support from the City Council is a necessary component of this grant request.

**<u>CITY COUNCIL ACTION REQUESTED</u>**
Motion to adopt Resolution 2022-13 supporting City application to the Carver County CDA Community Growth Partnership Initiative Grant Program.

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 02/07/2022

**Subject:** **Audit Engagement Letter**

Reviewed By: Noel Graczyk, Administrative Services Director
Prepared By: Kelly, Grinnell, Finance Manager

---

**Background**
The City has contracted with MMKR, an independent accounting firm, to audit our financial statements for the year ended December 31, 2021. MMKR has prepared an Audit Engagement Letter (attached) to confirm understanding of the services to be provided.

The Engagement Letter describes the audit scope and objectives, the auditor's responsibilities for the audit of the financial statements, audit procedures for internal control and compliance, and the responsibilities of City management for the financial statements. Engagement administration, fees, and other items are also addressed. The gross fee, including expenses, will not exceed $51,410.

MMKR requests that a City Council representative and City management representative sign the Engagement Letter.

Staff Recommendation
Staff recommends the City Council approve the Audit Engagement Letter with MMKR dated January 18, 2022.

**CITY COUNCIL ACTION REQUESTED**
Motion to approve the Audit Engagement Letter with MMKR dated January 18, 2022 and authorize the Mayor and City Administrator to sign the Letter.

MMKR
CERTIFIED PUBLIC ACCOUNTANTS

**PRINCIPALS**
Thomas A. Karnowski, CPA
Paul A. Radosevich, CPA
William J. Lauer, CPA
James H. Eichten, CPA
Aaron J. Nielsen, CPA
Victoria L. Holinka, CPA/CMA
Jaclyn M. Huegel, CPA
Kalen T. Karnowski, CPA

January 18, 2022

To the City Council and Management
of the City of Chaska
One City Hall Plaza
Chaska, MN 55318-1962

Dear Councilmembers and Management:

We are pleased to confirm our understanding of the services we are to provide City of Chaska (the City) for the year ended December 31, 2021.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) MD&A
2) GASB-required pension and other post-employment benefits information


Malloy, Montague, Karnowski, Radosevich & Co., P.A.
5353 Wayzata Boulevard • Suite 410 • Minneapolis, MN 55416 • Phone: 952-545-0424 • Fax: 952-545-0569 • www.mmkr.com

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

1) Combining and individual fund statements and schedules, presented as supplemental information

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Introductory information
2) Statistical section

We will perform the required State Legal Compliance Audit conducted in accordance with auditing standards generally accepted in the United States of America and the provisions of the *Minnesota Legal Compliance Audit Guide*, promulgated by the State Auditor pursuant to Minnesota Statutes § 6.65, and will include such tests of the accounting records and other procedures we consider necessary to enable us to conclude that, for the items tested, the City has complied with the material terms and conditions of applicable legal provisions.

We will also prepare a management report for the City Council and administration. This report will communicate such things as our concerns regarding accounting procedures or policies brought to our attention during our audit, along with recommendations for improvements. The report will also contain certain financial comparisons and analysis, and a summary of legislative activity affecting Minnesota cities.

Our services will not include an audit in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements*, *Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), which would only be required if the City expended $750,000 or more in federal assistance funds during the year. If the City is required to have a Single Audit of federal assistance funds, this engagement letter would need to be modified.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

**Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts; and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

**Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants (AICPA) professional standards and *Government Auditing Standards*.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Other Services**

We will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

The assistance to be supplied by your personnel, including the preparation of schedules and analysis of accounts, typing all cash or other confirmations we request, and locating any invoices selected by us for testing, will be discussed and coordinated with you.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of MMKR personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jaclyn M. Huegel, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit shortly after the end of the fiscal year and to issue our report no later than June 30, 2022.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $51,410. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If we find that additional audit procedures are required, or if additional services are requested by the City, those services will be billed at our standard hourly rates. Additional audit procedures might be required for certain accounting issues or events, such as new contractual agreements, transactions and legal requirements of new bond issues, new funds, major capital projects, new tax increment districts, if there is an indication of misappropriation or misuse of public funds, or if significant difficulties are encountered due to the lack of accounting records, incomplete records, or turnover in the City's staff. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

If you intend to publish or otherwise reproduce the financial statements, such as in a bond statement, and make reference to our firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the year, you might request additional services such as routine advice, assistance in implementing audit recommendations, review of your projections or budgets, and other similar projects. Independence standards allow us to perform these routine services; however, it is important that you understand that we are not allowed to make management decisions, perform management functions, nor can we audit our own work or provide nonaudit services that are significant to the subject matter of the audit.

Please be aware that e-mail is not a secure method of transmitting data. It can be intercepted, read, and possibly changed. Due to the large volume of e-mails sent daily, the likelihood of someone intercepting your e-mail is relatively small, but it does exist. We will communicate with you via e-mail, if you are willing to accept this risk.

To ensure that MMKR's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

If a dispute occurs related in any way to our services, our firm and the City agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve it. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorney fees and costs of the mediation. Participation in such mediation shall be a condition to either of us initiating litigation. To allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute.

The mediation shall be confidential in all respects, as allowed or required by law, except that our final settlement positions at mediation shall be admissible in litigation solely to determine the identity of the prevailing party for purposes of the awarding of attorney fees.

We both recognize the importance of performing our obligations under this agreement in a timely way and fully cooperating with the other. In the event that either of us fails to timely perform or fully cooperate, the other party may, in its sole discretion, elect to suspend performance or terminate the agreement regardless of the prejudice to the other person. We agree we will give 10 days' written notice of an intent to suspend or terminate, specifying the grounds for our decision, and will give the other an opportunity to cure the circumstances cited as grounds for that decision. In the event of suspension or termination, all fees and costs are immediately due on billing.

We agree that it is important that disputes be discussed and resolved promptly. For that reason, we agree that, notwithstanding any other statutes of limitations or court decisions concerning them, all claims either of us may have will be barred unless brought within one year of the date the complaining party first incurs any damage of any kind, whether discovered or not, related in any way to acts or omissions of the other party, whether or not the complaining party seeks recovery for that first damage and whether or not we have continued to maintain a business relationship after the first damage occurred. Notwithstanding anything in this letter to the contrary, we agree that regardless of where the City is located, or where this agreement is physically signed, this agreement shall have been deemed to have been entered into at our office in Hennepin County, Minnesota, and Hennepin County shall be the exclusive venue and jurisdiction for resolving disputes related to this agreement. This agreement shall be interpreted and governed under the laws of Minnesota.

When requested, *Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter.

**Reporting**

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council and management of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose.

We will also provide a report (that does not include an opinion) on the City's compliance with applicable provisions of the *Minnesota Legal Compliance Audit Guide*, promulgated by the State Auditor pursuant to Minnesota Statutes § 6.65. The report will state (1) whether, in connection with our audit, anything came to our attention that caused us to believe that the City failed to comply with the applicable provisions of the *Minnesota Legal Compliance Audit Guide*, insofar as they relate to accounting matters, and (2) that the purpose of the report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. The report will also state that the report is not suitable for any other purpose.

If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and email it to mmkr@mmkr.com.

Sincerely,

MALLOY, MONTAGUE, KARNOWSKI, RADOSEVICH & CO., P.A.

Jaclyn Huegel

Jaclyn M. Huegel, CPA
Principal

JMH:mmb

Response:

This letter correctly sets forth the understanding of the City of Chaska.

| | City Council Representative | | City Management Representative |
|---|---|---|---|
| By: | ______________________ | By: | ______________________ |
| Title: | ______________________ | Title: | ______________________ |
| Date: | ______________________ | Date: | ______________________ |

# KerberRose
Certified Public Accountants

## Report on the Firm's System of Quality Control

To the Principals of Malloy, Montague, Karnowski, Radosevich, and Co., P.A. and the
Peer Review Committee of the Minnesota Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Malloy, Montague, Karnowski, Radosevich, and Co., P.A. (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Malloy, Montague, Karnowski, Radosevich, and Co., P.A. in effect for the year ended May 31, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail.* Malloy, Montague, Karnowski, Radosevich, and Co., P.A. has received a peer review rating of *pass.*

KerberRose SC

**KerberRose SC**
September 25, 2019

4211 N. Lightning Drive | Appleton, WI 54913
P: (920) 993-8165 Toll Free: (888) 725-5277 F: (920) 993-0196
Website: https://kerberrose.com

PrimeGlobal | An Association of Independent Accounting Firms
KerberRose, an independent member firm of PrimeGlobal

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 02/07/2022

**Subject:** **Council Committee Assignments**

Prepared By: Matt Podhradsky

---

The City Council has had permanent representation on several committees/commissions around the community. This has included having a Council Representative designated for the following groups:

Council decided to keep the current representatives as is except for changing the Carver County Elected Leaders Group representative to Council Member Hubbard and adding new Task Force CCC Master Planning

- Council Member Hatfield: Downtown Business Alliance
- Council Member Grau: Community Education Board
- Council Member Hubbard: Carver County Elected Leaders Group
- Council Member Hubbard: Carver County Mental Health Task Force
- Council Members Hubbard and Grau: Chaska Community Center Master Planning Task Force

Staff recommends appointing the above-mentioned Council Members to these preferred Committee/Commission Assignments.

**<u>CITY COUNCIL ACTION REQUESTED</u>**

Motion to appoint the following Council Members to the following Committees:

- Council Member Hatfield: Downtown Business Alliance
- Council Member Grau: Community Education Board
- Council Member Hubbard: Carver County Elected Leaders Group
- Council Member Hubbard: Carver County Mental Health Task Force
- Council Members Hubbard and Grau: Chaska Community Center Master Planning Task Force

# COMMISSION INTERVIEWS
# CHASKA CITY COUNCIL
# 02/07/2022

**Subject:** **Commissioner Appointments**

**Prepared By:** **Denise Beebe, Senior Clerk**

---

The following applicants have applied for the vacant positions on the City Human Rights Commission, Parks & Recreation Commission, Planning Commission & Heritage Preservation. All applicants were interviewed by the Council before the meeting tonight.

Based on discussions that came out of the Council work session on 1/31/ 22 staff was advised that in order to maintain staggered terms on the Planning Commission there will be an appointment of 1 member to a 1-year term and 1 member to a 2 year. Heritage Preservation there will be an appointment of 1 member to a 1-year term.

Human Rights Commission and Park Board Commission student members are always appointed for a 1-year term. All other appointments are 3-year terms.

**Parks & Recreation Commission – (3 Openings / & 1 Student)**
Elizabeth Wynveen – Incumbent
Michael Heuer
Terrance Schwerm
*Student Position – Remains Vacant at time time*

**Human Rights Commission – (4 Openings, 1 Student / 2 are for Alternates)**
1 yr Term Sienna White (Student age 16 to 20- 1yr Term) - Incumbent
Tracy Kamen
Oana Zayic
1st Alternate - Emily Filmore
*2nd Alternate – Remains Vacant at this time*

**Planning Commission – (7 Openings, / 2 are for Alternates)**
1 yr Term - Carl Lacey Sr. – Incumbent
2yr Term - Robert Brass – Incumbent
Todd Urbanski – Incumbent
Travis Olson – Incumbent
Cynthia Gaare
1st Alternate - Sri Venkata Rama Krishna Baswa Raghavendra
2nd Alternate - Carroll Aasen Jr.

**Heritage Preservation – (5 Openings)**
1 yr Term - Kristine Kohman - Incumbent
Steven Mueller – Incumbent
Greg Davies – Incumbent
Anne Bohnen
Tom Racius

**CITY COUNCIL ACTION REQUESTED**

Motion by Councilmember __________, second by Councilmember __________to appoint Elizabeth Wynveen, Michael Heuer & Terrance Schwerm to the *Parks and Rec Commission* for the term **February 1, 2022, to December 31, 2024.**

Motion by Councilmember __________, second by Councilmember ___________ to appoint Tracy Kamen and Oana Zayic to the *Human Rights Commission* for the term **February 1, 2022, to December 31, 2024,** with Emily Filmore serving as 1st Alternate

Motion by Councilmember __________, second by Councilmember ___________ to appoint Sienna White to the *Human Rights Commission Student Position* for the term **February 1, 2022, to December 31, 2022**

Motion by Councilmember __________, second by Councilmember __________to appoint Carl Lacey Sr. to the *Planning Commission* for the term **February 1, 2022, to December 31, 2022**.

Motion by Councilmember __________, second by Councilmember __________to appoint Robert Brass to the *Planning Commission* for the term **February 1, 2022, to December 31, 2023.**

Motion by Councilmember __________, second by Councilmember __________to appoint Todd Urbanski, Travis Olson, and Cynthia Gaare to the *Planning Commission* for the term **February 1, 2022, to December 31, 2024,** with Sri Venkata Rama Krishna Baswa Raghavendra serving as 1st Alternate and Carroll Aasen Jr. serving as 2nd Alternate.

Motion by Councilmember __________, second by Councilmember __________to appoint Kristine Kohman to the *Heritage Preservation* for the term **February 1, 2022, to December 31, 2022**.

Motion by Councilmember __________, second by Councilmember __________to appoint Steven Mueller, Gregg Davies, Anne Bohnen, and Tom Racius to the *Heritage Preservation* for the term **February 1, 2022, to December 31, 2024.**

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 02-07-2022

**Subject:** **Appointment of Parks and Recreation Commission Chair and Vice-Chair**

**Prepared By: Mary Monteith, Assistant to Parks and Recreation Director**

---

City Ordinance states that the City Council is to appoint the Chairperson and Vice-Chairperson for the Parks and Recreation Commission. The Council has historically relied on the members of the Parks and Recreation Commission to recommend individuals for these two positions in order to make the appointments.

On January 11th, 2022, the Parks and Recreation Commission voted to recommend David Downs as Chairperson and Jason Branch as Vice-Chairperson to the Parks and Recreation Commission. The Parks and Recreation Commission seeks Council approval of its recommendation.

**CITY COUNCIL ACTION REQUESTED**

Motion to appoint David Downs as Parks and Recreation Commission Chairperson and to appoint Jason Branch as Parks and Recreation Commission Vice-Chairperson.

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 02/07/2022

**Subject:** **Recommendation to Council to Enter into Service Agreement for Facility Naming Rights and Sponsorship**

**Prepared By: Marshall Grange, Parks and Recreation Director**

---

**Background:**

In May of 2021, staff met with the Chaska Parks and Recreation Commission and Chaska City Council to introduce the idea of pursuing facility sponsorship and naming rights as a potential new revenue source for Chaska recreational facilities. To date, there has not been any formal sponsorship, advertising or naming rights sold which presents an opportunity to start with a clean slate. Staff shared recent municipal/county examples to demonstrate the success and potential revenue in naming rights and sponsorships which included:

- HealthEast Sports Center (owned by City of Woodbury)
- TCO Sports Garden (owned by Ramsey County)
- Red Baron Arena (owned by City of Marshall)
- Northwoods Credit Union Arena (owned by City of Cloquet)
- Furniture and Things Community Center (owned by City of Elk River)

Staff discussed the benefits of working with a professional consulting firm of which both the Parks and Recreation Commission and the City Council expressed support in contracting with a consultant to pursue sponsorship and naming rights potential further.

On July 12, 2021, request for proposals were sent directly to six consulting firms and was available on the City's website.

On July 30, 2021, the request for proposals were due. The City received three proposals; however, GPS consulting firm withdrew their proposal.

At the August 10, 2021, Chaska Parks and Recreation Commission meeting, staff made the recommendation to interview the two consulting firms as the next step and asked that two Parks and Recreation Commission members participate in the interview process.

On September 7, 2021, Parks & Recreation Director, Marshall Grange, along with Assistant to the Director, Mary Monteith, and Park Board members Dave Downs and Zach Saueressig interviewed Chris Potenza who represented Front Burner Sports & Entertainment followed by Kyle Canter who represented The Superlative Group.

As noted in the RFP, the Chaska Curling Center will be the initial focus for the selected consultant. The goal for obtaining naming rights and sponsorship revenue for the Chaska Curling Center is to help fund an expansion of the player's lounge area to create more viewing, provide additional food and beverage service area, and effectively host more bonspiels and corporate events. Revenues will also be used to reinvest back into the facility to help fund capital replacements and/or improvements.

While the selected consultant will assist the City in valuating facility assets, creating promotion materials and negotiating agreements, the City Council will have final approval of all agreements.

On October 12, 2021, the Chaska Parks and Recreation Commission passed a motion recommending City Council authorize staff to enter into a professional services agreement with The Superlative Group.

In preparation for the City Council meeting, staff have worked with city attorney, Mike Melchert, and The Superlative Group's attorney, Aaron Caputo, to review, edit and finalize the professional services agreement to be considered for approval.

**Staff recommendation:**

Staff recommends the City enter into a professional services agreement with The Superlative Group. While both consulting firms have successfully negotiated naming rights agreements in the metro area, The Superlative Group has more years of experience, staff resources and a preferred fee structure. The Superlative Group's experience includes successful naming rights agreements for professional sports teams and large convention centers across the country. Given the Chaska Curling Center is a premier facility that is nationally recognized in the sport of curling, staff feel The Superlative Group is a great fit for the City of Chaska.

**CITY COUNCIL ACTION REQUESTED**

Recommend City Council to authorize staff to enter into a professional services agreement with The Superlative Group.

# The Superlative Group, Inc.

2843 Franklin Blvd.

Cleveland, OH 44113

## Professional Services Agreement

This agreement ("Agreement") is entered into on the date the last Party signs this Agreement ("Effective Date") and sets forth the terms and conditions between The Superlative Group, Inc. ("Superlative"), an Ohio Corporation located at 2843 Franklin Blvd. Cleveland, Ohio 44113 and the City of Chaska (the "Client"), a political subdivision of the state of Minnesota, located at One City Hall Plaza, Chaska, Minnesota 55318 with respect to naming rights and sponsorship valuation and sales services to be provided by Superlative in connection with the marketable opportunities associated with the Client's assets available to generate sponsorship and naming rights revenue (individually an "Asset"; collectively, the "Assets"). Throughout this Agreement, Superlative and the Client shall be referred to individually as a "Party" and collectively as "The Parties." For purposes of this Agreement, reference to Client shall also include its affiliate entities that will be entering into Sponsorship Agreements (defined in Section 2) pursuant to this Agreement. The Parties have agreed as follows:

1. Services: During the Term (defined in Section 4), the Client hereby retains Superlative to serve as the exclusive sponsorship and naming rights representative of the Client with respect to the valuation and sale of sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, advertising, hospitality, or any other rights, benefits, or recognition in connection with the Assets ("Services"). The scope of Services is further described in Exhibit A, which is attached to and incorporated as part of this Agreement by reference. Superlative agrees to use its best efforts in carrying out its obligations under this Agreement. The information, documents and materials obtained or created by Superlative under this Agreement constitute work-for-hire and shall be the property of Client regardless of the form of such materials (e.g., notes, drafts, final reports, and contracts). To the extent ownership cannot be created in, or transferred to, the Client then Superlative shall be deemed to have granted the Client an exclusive, perpetual, transferable, and worldwide license to use such materials for any purpose. Notwithstanding the foregoing and anything to the contrary herein, this Agreement shall not constitute the transfer, assignment, license, or grant of any other right to Client to any of Superlative's Proprietary Information (as defined in Section 15 below) included within the documents and materials created by Superlative under this Agreement; Superlative shall retain the exclusive right to Superlative's Proprietary Information.

2. Sponsor/Sponsorship Agreement: Each entity secured by the efforts of Superlative that subsequently enters into a "Sponsorship Agreement" (defined below) with the Client shall be referred to as a "Sponsor." If any entity, including any charitable corporate foundation, related to any Sponsor elects to make a contribution in support of an Asset, then subject to the terms of the applicable Sponsorship Agreement, such entity making the contribution shall also be deemed a Sponsor and the contribution shall be deemed consideration in connection with such Asset. Those contracts or agreements, including renewals, extensions and modifications thereof, by which any entity enters to receive sponsorship, naming rights, presenting sponsor, official sponsor, category

partnership, pouring rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with Assets are herein referred to as "Sponsorship Agreements."

3. Authority to Bind: Superlative agrees that Superlative shall not have any right to bind or commit the Client in any way. Superlative shall indemnify, hold harmless, and defend the Client for any action brought against the Client by any entity alleging that the Client is bound or committed by Superlative's acts, representations, or omissions. Any arrangement or understanding binding the Client, or by which any Sponsor obtains any rights or benefits in connection with any Asset and the Client, shall be set forth in a written agreement approved by the Client and executed by the Client and the Sponsor involved. The Client shall provide Superlative with a copy of this agreement and any modification or renewal thereof effected at any time.

4. Term: The "Phase I Term" of this Agreement shall commence on the Effective Date and shall expire, unless extended or sooner terminated, upon Superlative's delivery of the final draft of the Valuation Report for the Assets, as described in attached Exhibit A ("Valuation Report"). Upon receiving the Valuation Report, the Client shall determine which Assets, if any, are appropriate for Phase II and III Services. The "Phase II and III Term" shall commence upon the Client delivering to Superlative a notice to proceed to Phase II and III sales and activation services for the Asset or Assets selected by the Client and shall continue, unless extended or sooner terminated, for eighteen (18) months. The Parties further agree, however, that the Parties shall have the right through written, mutual agreement to renew and extend the Phase II and III Term hereof for successive one (1) year periods and to add additional Assets to the Phase II and III Services. Individually or jointly, the Phase I Term and the Phase II and III Term may be referred to herein as the "Term." If the Client fails to give Superlative notice to proceed with Phase II and III within six (6) months after the final Valuation Report is delivered to the Client, either Party shall have the right to terminate this Agreement, and if the Agreement is terminated pursuant to this sentence, Superlative shall not be obligated to perform, and the Client will not owe Superlative any compensation for, the Phase II and III services. Further, notwithstanding anything in this Agreement to the contrary, either Party may terminate this Agreement at any time by providing thirty (30) days written notice to the other Party at the address listed in the first paragraph of this Agreement if the other Party materially breaches its obligations under this Agreement. If such material breach occurs during Phase I and Client terminates the Agreement in accordance with this Section, the Client's obligations under this Agreement to make any further payments to Superlative for Phase I Services shall terminate, however, Client's obligation to pay any portion of the Professional Services Fee that was due and payable prior to termination shall survive the termination of this Agreement. If such material breach occurs during Phase II or III and Client terminates the Agreement in accordance with this Section, the Client's obligation to make any (i) Retainer payments that were due and payable prior to the date of termination; and (ii) commission payments on Sponsorship Income shall not terminate and shall survive the termination of this Agreement. Nothing herein prevents the Client from reasonably disputing the validity or amount of any Retainer payment that is invoiced following termination of this Agreement.

5. Consideration:

5.1. As consideration to Superlative for the Services of Superlative as described herein, the Client agrees to pay Superlative as follows:

(a) Phase I Asset Valuation Services: a professional services fee in the amount of Twenty-Four Thousand USD ($24,000.00) ("Professional Services Fee"). The

Professional Services Fee shall be paid in three installments. The first installment shall be paid to Superlative in the amount of Twelve Thousand USD ($12,000.00) upon execution of this Agreement. The second installment shall be paid to Superlative in the amount of Six Thousand USD ($6,000.00) upon delivery by Superlative of the first draft of the valuation report in relation to the Assets. The third installment shall be paid to Superlative in the amount of Six Thousand USD ($6,000) upon delivery of the final Valuation Report and presentation of its findings to the Client; provided however, if presentation of the findings is not requested by Client within sixty (60) days after delivery of the final draft of the Valuation Report, the third payment installment shall be due immediately; and

(b) If Client provides Superlative with a notice to proceed to Phase II and III Naming Rights and Sponsorship Sales and Activation Services as set forth in Section 4 above:

(i) Three Thousand USD ($3,000.00) per month for the Phase II and III Term ("Retainer") to be payable within the first five (5) days of each calendar month immediately following Superlative's receipt of the notice to proceed as outlined in Section 4 above; and

(ii) Ten Percent (10%) commission on Sponsorship Income (defined in Section 7 below).

(c) The right to publicly market Superlative's work with the Asset upon approval by Client.

5.2. The Client shall have no obligation to reimburse Superlative for expenses Superlative incurs providing the Services, whether out-of-pocket or otherwise.

5.3 Notwithstanding anything to the contrary in this Agreement, the Client's obligation to pay any consideration owed pursuant to this Agreement for the Services rendered by Superlative prior to the expiration or termination of this Agreement, including without limitation, any commission payments owed to Superlative, shall survive termination or expiration of this Agreement. In accordance with Section 4, nothing prevents the Client from reasonably disputing the validity or amount of any Retainer payment that is invoiced following termination of this Agreement.

6. Completion of Phase I Valuation and Initiation of Phase II and III/Sales and Activation Services: Superlative shall use its best efforts to deliver the final draft of the Valuation Report to the Client within four (4) months of the Effective Date, unless otherwise agreed to by the Parties; provided that Superlative shall not be in breach of this Agreement if it fails to deliver the Valuation Report within the delivery period due to any acts or omissions of the Client that unreasonably conditions or delays the delivery of the Valuation Report. If the Client gives Superlative notice to proceed pursuant to Section 4 above, Superlative shall immediately initiate the Phase II and III sales and activation services for the Asset or Assets that the Client has elected to receive such Services. Notwithstanding anything in this Agreement to the contrary, the Client shall determine in each instance and in its sole discretion whether it will enter into any Sponsorship Agreement proposed by Superlative.

7. Sponsorship Income:

7.1. As used herein, "Sponsorship Income" means all amounts received by the Client from an entity as consideration for the right to receive any sponsorship, naming rights, presenting sponsor, official sponsor, category sponsor, pouring rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Asset, regardless of whether such amounts are paid during the Term hereof or during any period following the last day of the Term, pursuant to:

(a) Any Sponsorship Agreement which is executed with a Sponsor during the Term of this Agreement;

(b) Any Sponsorship Agreement which is executed within twelve (12) months following the expiration or termination of the Term hereof with any entity that was previously solicited by Superlative to become a Sponsor and with which Superlative had conducted good-faith discussions concerning the possibility of such entity becoming a Sponsor; and

(c) Any renewal, extension or modification of any Sponsorship Agreement described in sections 7.1(a) and 7.1(b) immediately above.

7.2. If any entity set forth in Section 7.1 shall provide the Client with any "in-kind" consideration (for example, products, services, advertising commitments, etc.), then such in-kind consideration shall be considered "Sponsorship Income" and shall be commissionable to Superlative at the rate described in Section 5 above. In-kind consideration shall be valued at the valuation set forth in the relevant Sponsorship Agreement, or if there is no such valuation, at the fair market value thereof as reasonably determined by the Client and Superlative.

7.3 The obligations contained in this Section 7 shall survive the expiration of the Term or earlier termination of this Agreement.

8. Collection of Sponsorship Income: The Client will remit any commission owed on Sponsorship Income to Superlative within sixty (60) days of receipt of Sponsorship Income by the Client. Any payments shall be made by check payable to "The Superlative Group, Inc." at the address set forth herein. At the time of payment to Superlative, the Client shall supply Superlative with a statement showing the identity of the entity that made payment, the amount paid, the date of receipt, and the calculation of commission payable to Superlative.

9. Exclusivity: Superlative shall serve as the exclusive naming rights and sponsorship valuation and sales agent of the Client to value and sell sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, advertising, and hospitality rights in connection with the Assets during the Term of this Agreement. Regarding the Chaska Curling and Event Center, however, this exclusive relationship does not apply to i) the Firemens Park area, sidewalks and parking areas around the Chaska Curling and Event Center; or ii) the space currently leased to a third-party entity and operated as the Crooked Pint restaurant.

10. Progress Meetings: Representatives of Superlative will make themselves available to meet with the Client and its staff, at the Client's request, on a periodic basis to assess the progress of the

Services, and at such time Superlative will provide the Client with Superlative's opinions and recommendations for obtaining a successful outcome for entering into Sponsorship Agreements and its specific progress in obtaining Sponsorship Agreements.

11. Record Keeping: Subject to Section 12 below, each Party agrees that it will keep accurate and complete records and books of accounts showing all income it receives relating to this Agreement. Each Party or its representatives shall have the right at all reasonable times (prior to the expiration of six (6) years after the end of the Term) to inspect and make copies of the books and records of the other Party so far as such books and records relate to the provision of Services under this Agreement by Superlative or the computation of amounts paid to Superlative for such Services.

12 Public Audit: Pursuant to Minnesota Statutes §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of Superlative relative to this Agreement and the Services performed by Superlative shall be subject to examination by the Client and the Minnesota State Auditor. Complete and accurate records of the Services performed by Superlative pursuant to this Agreement shall be kept by Superlative for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the Client regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the Client notifies Superlative in writing that the records need no longer be kept. This Section 12 shall survive the expiration or earlier termination of this Agreement.

13. Data Practices: Superlative and the Client shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, and all Minnesota Rules promulgated pursuant to Chapter 13. Superlative and the Client shall further cause their officers, employees, and agents to abide by such laws and rules. This Section 13 shall survive the expiration or earlier termination of this Agreement.

14. Partnership/Joint Venture: This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the Client and Superlative. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third person.

15. Ownership of Proprietary Information: Except as provided in this Agreement to the contrary, this Agreement does not constitute and shall not be construed as constituting the transfer, assignment, license, or grant of any other right to any proprietary information from Superlative to the Client. Superlative shall retain the ownership rights to all proprietary information that it owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, trade secrets, technology, formulas, calculations, algorithms, or information pertaining to business operations and strategies, and information pertaining to customers and pricing ("Superlative's Proprietary Information"). Notwithstanding this Section 15 and Section 16 below, all work performed by Superlative pursuant to this Agreement shall be subject to Section 1 of this Agreement.

16. Intellectual Property Rights. This Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any intellectual property between the Parties, unless set forth otherwise in this Agreement. The Parties shall retain ownership right, title, and interest to all

intellectual property that they owned (in whole or in part) prior to entering into this Agreement**,** including, but not limited to, copyrights, patents, trademarks, and service marks.

17. Client Indemnification: Subject to, and limited by, the provisions of Minnesota Statutes, Chapter 466, the Client shall defend, indemnify, save and hold harmless Superlative, its affiliates, their respective officers, directors, employees, shareholders, representatives, contractors and agents, and any of them, from and against any and all expenses, damages, claims, suits, actions, judgments, liabilities and costs whatsoever (including attorneys' fees and expenses of attorneys retained by the Client) ("Claims") arising out of, or in any way connected with, (a) the negligent act or omission or willful misconduct of the Client, its employees, agents, representatives and contractors relating to this Agreement, (b) the negligent or unlawful use of the Asset by, or activities of, the Client, its employees, agents or contractors, related to or connected with Client, or (c) breach by the Client of any representation or warranty of the Client herein set forth. In the event that Claims arise from the concurrent negligence of Client and Superlative, the duty to indemnify shall be limited to the extent of the negligence of Client, its employees, agents, representatives and contractors. Notwithstanding the foregoing, this Section 17 shall not apply to any claims, suits, actions, judgments, liabilities, and any costs, expenses, and damages resulting therefrom, between the Parties. Furthermore, this Section 17 shall survive the termination or expiration of this Agreement.

18. Superlative Indemnification: Superlative shall defend, indemnify, save and hold harmless the Client, its affiliates, their respective elected officials, officers, directors, employees, shareholders, representatives, contractors and agents, and any of them, from and against any and all expenses, damages, claims, suits, actions, judgments, liabilities and costs whatsoever (including attorneys' fees and expenses of attorneys retained by Superlative) ("Claims") arising out of, or in any way connected with, (a) the negligent act or omission or willful misconduct of Superlative, its employees, agents, representatives and contractors relating to this Agreement, (b) the negligent or unlawful use of the Asset by, or activities of, Superlative, its employees, agents or contractors, related to or connected with the Superlative, (c) Superlative's breach of the Services, or (d) breach by Superlative of any representation or warranty of Superlative herein set forth. In the event that Claims arise from the concurrent negligence of Superlative and Client, the duty to indemnify shall be limited to the extent of the negligence of Superlative, its employees, agents, representatives and contractors. Notwithstanding the foregoing, this Section 18 shall not apply to any claims, suits, actions, judgments, liabilities, and any costs, expenses, and damages resulting therefrom, between the Parties. Furthermore, this Section 18 shall survive the termination or expiration of this Agreement.

19. Force Majeure: If either Party is delayed, prevented, prohibited, or materially impaired from performing any of its obligations under this Agreement (other than a payment obligation hereunder) as a result of a force majeure event, including, but not limited to, acts of God, adverse weather conditions, natural catastrophe, labor disputes, strikes, war, insurrection, terrorist action, government restrictions, civil commotion, riots, fire, flood, pandemics, epidemics, public health crisis or emergency, or other cause beyond the Parties' reasonable control, then such Party's failure to perform such obligation shall not constitute a breach of this Agreement and such Party and shall be excused from performance of such obligation for a period of time equal to the period during which the force majeure event delays, prevents, prohibits, or materially impairs such performance only if such Party provides written notice to the other Party invoking this Section 19 within ten (10) business days of the occurrence of the force majeure event. Notwithstanding the foregoing, a force majeure event does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an occurrence that merely makes performance more difficult or expensive.

20. Transfer/Assignment: Neither Party shall assign or otherwise transfer this Agreement, nor any rights or obligations hereunder, except upon receipt of the prior express written approval of the other Party hereto.

21. Governing Law: This Agreement shall be governed and construed according to the laws of the State of Minnesota without regard to conflict of laws. With respect to any disputes regarding or related to this Agreement, the parties agree the District Court, First Judicial District, Carver County, Minnesota, has sufficient contacts and interests to exist as, and is, the sole and exclusive venue for resolution of disputes related to this Agreement.

22. Construction: Superlative and the Client hereby acknowledge that both Parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which Party hereto or its counsel drafted the provision being interpreted.

23. Severability: The provisions of this Agreement are divisible. If any such provision shall be deemed invalid or unenforceable, such provision shall be limited to the extent necessary to render it valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect, without being impaired or invalidated in any way.

24. Waiver: No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof or any other right, remedy, power, or privilege. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Entire Agreement: This Agreement, including all exhibits, schedules, and any documents or instruments incorporated herein by reference constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, between the Parties with respect to the subject matter hereof.

26. Amendment: This Agreement may be amended from time to time only upon a written agreement between the Parties.

27. Counterparts: This Agreement may be executed in two (2) or more counterparts (including, without limitation, by means of an electronic or facsimile signature), each of which shall be deemed an original, but all of which, when together constitute one and the same instrument.

28. Survival: Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, this Section 28 and the following provisions: Section 1, Section 5.3, Section 8, Section 11, Section 12, Section 15, Section 16, Section 17, Section 18, Section 20, Section 21, Section 22, Section 23, Section 24, Section 25, and Section 27.

Read and Agreed:

The Superlative Group, Inc., an Ohio corporation.

___________________________
By: Kyle Canter
Its: Chief Operating Officer

Date: ______________________

City of Chaska, a Minnesota municipal corporation

_____________________________________
By: Mark Windschitl
Its: Mayor

Date: _________________________

_______________________________________
By: Matt Podhradsky
Its: City Administrator

Date: _________________________

EXHIBIT A
SCOPE OF
SERVICES

**PHASE I: ASSET INVENTORY and VALUATION & DEVELOPMENT OF SOLICITATION/PROMOTIONAL PACKAGE**

During Phase I, our team of Valuation specialists identify and value all of the assets that the City of Chaska, MN, has available to generate revenue. Our Valuation process includes five key components:

1) Quantitative Analysis;
2) Qualitative Analysis;
3) Contract & Policy Analysis;
4) Industry Benchmarking; and
5) Prospect Identification.

Each component is briefly summarized in the following pages.

**QUANTITATIVE ANALYSIS**

Quantitative Benefits reflect the ability to effectively measure the return on investment that the City partners can expect to receive. These include the direct, or tangible, benefits available to the partner. Quantitative Benefits typically form a significant portion of fair market value because each item is quantifiable and guaranteed to the partner.

Quantitative Benefits are separated into several categories including:

- Property Media Buys;
- Signage Benefits;
- Print Marketing Collateral;
- Social and Digital Media Exposure; and
- Display Opportunities.

The first step in identifying quantitative value is by studying real-world media value in the marketplace. This involves understanding the total number of possible impressions available through each asset that reaches the target audience. We identify television, signage, print, digital and social media exposure and then scale impressions for each asset from "valued impressions" to "waste impressions," adjusting the media value accordingly. Standard discount rates range between 10 and 75 percent depending on the type and quality of exposure. Quality of exposure is determined by:

- How prevalent the partner’s ID (Name) is through the exposure period; and

- The impact of its placement with its intended audience.

Our specialists then use pre-impression, or rate-card, values to assign a price or value to each benefit identified. CPMs used for this purpose are culled from local, regional and national advertising rates depending on the scope of the opportunity. Typical CPMs can range from $2.50 for online exposure to $15 for large format out-of-home digital signage. They also represent the most accurate metric by which to determine exposure value for any partnership asset.

Our quantitative analysis also includes an assessment of the value of engaging the target audience and the quality of exposure received. Understanding the value of each impression with respect to a specific demographic or target audience is an important component. For example, a target student demographic of 18- to 21-year-old females may be considered a "premium audience" by one partner, while another may be trying to reach 35- to 54-year- old males. Our valuation is adjusted accordingly for each opportunity and asset.

The final aspect of our quantitative assessment is identifying the costs of engaging the target audience and achieving high-quality exposure. This includes an assessment of the cost of delivery (to the partner) and may include direct costs (installing a hard sign), overhead costs (maintaining a media platform) or development costs.

**QUALITATIVE ANALYSIS**

Qualitative Benefits, or intangible benefits, enhance the value of a sponsorship and typically fall outside traditional media platforms making them difficult to quantify. Superlative classifies Qualitative Benefits into five distinct categories based on its extensive experience selling, negotiating and auditing Naming Rights and corporate sponsorships:

- Prestige of Property;
- Value of Audience;
- Opportunity to Activate;
- Partner Protection; and
- Geographic Reach.

Functionally, Qualitative Benefits represent the premium value a sponsorship demands over alternative marketing investments. By simplifying intangible benefits into the above five categories, Superlative is able to effectively justify premium sponsorship value by focusing on the qualitative aspects of an opportunity that align with the objectives of a corporate marketer.

**CONTRACT & POLICY ANALYSIS**

As part of its analysis, Superlative conducts a thorough contract review prior to completing every Phase I report. The goal of this process is to establish a list of any limitations, processes or existing policies that affect a contract. Then Superlative develops a strategy to minimize the effects of those limitations and maximize all of the identified opportunities through a logical priority assessment. Not only are prices, fulfillment obligations and relative value for each party reviewed, but also values against similar contracts with other entities. The value of sponsorship to the City will be inhibited by any pre-existing contracts relating to corporate sponsorships. A thorough understanding of the City's existing advertising contracts will assess the impact that existing agreements place on new partnership agreements. The project team spends time early in the project reviewing all relevant statutes, signage regulations and rules to ensure that the City marketing opportunities, within context of established guidelines, are understood. Superlative remains in close contact with the City's legal and executive teams to ensure that the asset database is being developed in a manner that is consistent with the City's existing policy regarding assets for marketing purposes.

**INDUSTRY BENCHMARKING**

Superlative maintains an extensive database of sponsorship agreements that is continuously updated and includes, but is not limited to, sponsorship contracts from transit agencies, Departments of Transportations, park districts, municipalities, arenas, stadiums, theatres, convention centers, universities and nonprofit organizations. Once our Valuation specialists have developed the asset database and determined the sponsorship value for each opportunity and asset, a list of similar sponsorship contracts, including their terms, associated fees and other pertinent details, is compiled for each asset. The goal of this process is to identify not only the fair market value of each sponsorship opportunity, but also the minimum (floor) and maximum (ceiling) revenue garnered in the marketplace by similar organizations. Each sponsorship asset is presented in this manner in our final Phase I report.

**PROSPECT IDENTIFICATION**

As a final step, Superlative draws upon its extensive background in partnership sales and its proprietary database to outline prospective partners for each sponsorable opportunity. This database includes both category identification and major corporate partners within each category. In our experience, optimum revenue generation is attained when there is a comprehensive understanding of:

- The inventory available; and
- How that inventory aligns with the needs of potential partners.

Superlative's experience in identifying and documenting marketing rights, combined with our knowledge of (and relationships with) large corporations, will give the City the tools to ensure the maximum revenues are leveraged out of every corporate sponsorship.

**PHASE II: MEETING WITH POTENTIAL PARTNERS & AGREEMENT NEGOTIATIONS**

**PROSPECTING**

-  Collaborate closely with the City leadership and development teams on recommendations they may have;
-  Exhaust Superlative's contact database of thousands of corporate contacts, which is continually updated;
-  Identify and research prospective corporations through various subscribed databases to match the marketing needs of corporations with the logical and most valuable marketing assets of the City;
-  Promote sales campaign with a description of the City's initiatives through a myriad of resources;
-  Create presentation material that will provide specific information for potential investments and/or partnerships with the City as part of the sponsorship program, including:
    - o Market/Demographic data;
    - o Measured media value;
    - o Value justification for unmeasured media;
    - o Partnership benefits and options;
    - o Options for renewal; and
    - o Financial investment.

**NEGOTIATING AND COMPLETING AGREEMENTS**

Superlative will assist in any way that is comfortable for the City. Superlative's executives can be the upfront negotiator or advise the City stakeholders, depending on your desire and needs.

**PRESENT AGREEMENTS TO THE CITY OF CHASKA EXECUTIVES AND THE MEDIA**

Superlative is well versed in the appropriate procedures for announcements to local and national media outlets. Superlative will work with the City to accurately present a negotiated corporate sponsorship to the appropriate executives and media. It is important that sponsorships be communicated accurately, both financially and politically, while being cognizant of objections and concerns.

**CONTRACT FULFILLMENT**

Superlative will work with the City to develop a system that accurately tracks the status of newly developed corporate sponsorships. Our experience shows that contract fulfillment requires participation from development, legal and accounting functions to ensure high- quality sponsor relationships.

**MANAGE AND AUDIT ONGOING RIGHTS**

Superlative establishes post-contract review mechanisms to ensure that all benefits owed to the City are captured and that the organization is meeting its obligations under these contracts. Superlative is a strong advocate of audits, especially when payments are performance based.

**PHASE III: ACTIVATION OF AGREEMENTS & FOLLOW-UP SOLICITATION ACTIVATION AND AUDIT (TERM OF AGREEMENT)**

After delivery of a campaign agreement, the project team will assist the City in the activation and compliance of each aspect of that agreement. Specifically, Superlative will:

- Finalize agreement terms and conditions;
- Assist the City with the first year of activation of each sponsorship;
- Assist in the development of payment schedules and compliance issues; and
- Provide other services as requested by the City.

**PROGRESS REPORTS**

Superlative understands that effective communication with the client is a critical part of successful project delivery. As part of our standard reporting procedure, we use template reports to provide sales updates:

- Following all meetings with target companies regarding any Naming Rights, corporate sponsorship or revenue-potential opportunity;
- On a monthly basis, to provide the City an update on activity during the period. We discuss these periodic sales update reports on a scheduled conference call.

Reports are prepared in a template and serve as a record of discussion during sales meetings and log the following project details. Generally, our progress reports include the following information:

- Project timescales and sale priorities
- Status of progress of deliverables in Scope of Services
- Status of all activities, events and efforts
- Summary of meetings and presentations
- Summary of activity regarding market interest and feedback
- Summary of communications with potential sponsors
- Any deviations from project deliverables or schedule
- Plan of activities for next 30 days

The Superlative Group will agree to the format with the City's project team as part of our project initiation process.

**PROJECT TIMELINES**

Superlative understands that every client situation in unique, and our sales and marketing process allows for flexibility and customization depending on the City's specific needs. For our engagement, Superlative will complete the following steps:

PHASE I VALUATION (3-4 months, immediately following contract execution) WEEKS 1 – 4

- KICKOFF MEETING AND SITE VISITS. Site visits are undertaken as soon as possible to view the assets being valued and kick-start the asset research process. Our valuation team will compile a digital inventory of images and renderings that will be referenced during the valuation process and used in development of promotional materials for the sales implementation process.

  Concurrent with our site visit, Superlative requests a kickoff meeting at the City's offices to introduce our team in person, identify project leads and go over timelines and responsibilities.

- GATHERING OF PRELIMINARY INFORMATION. Upon appointment as sales agents on any new engagement, The Superlative Group carries out initial research to review relevant documentation such as strategic plans, design briefs and project renderings to gain an in-depth knowledge of the project and make an accelerated start on our asset identification process.

  Upon completion of our site visit, Superlative will send the City staff a detailed Information Request that identifies the key pieces of information that we would like to review as part of our valuation process and present our initial thoughts on the structure of the final report. We will schedule a follow-up call to answer any questions pertaining to our request to facilitate and expedite the information gathering process.

WEEKS 5 – 8

- RECEIPT AND REVIEW OF INITIAL INFORMATION. Superlative allows 2-3 weeks for receipt of the bulk of information requested of the City, although this process will likely continue until the report is finalized, and potentially, throughout the strategic sales process as Superlative obtains interest from potential sponsors. In most cases, Superlative secures most of what it needs to begin building the City's asset database by Week 6.

- DEVELOPMENT OF ASSET DATABASE. Concurrently, Superlative's valuation specialists begin compiling the City's assets and determining their quantitative value based on local, regional and national media rates.

- QUALITATIVE ASSESSMENT OF SPONSORSHIP ASSET VALUE. Our valuation team conducts original research to ascertain the intangible value of the City's sponsorship opportunities when compared to other, similar properties, using annual reports, press releases and other relevant information provided by the City as well as Superlative's proprietary database of sponsorship contracts.

WEEKS 9 – 12

-  CONTRACT REVIEW. Once Superlative has determined the sponsorship value for the City assets, packages are compared to existing the City sponsorship agreements. A database of potential challenges and limitations that could potentially impact revenue generation is created, from both external (e.g., signage restrictions) and internal (e.g., category restrictions like tobacco or alcohol) processes.

-  INDUSTRY BENCHMARKING AND PROSPECT IDENTIFICATION. Drawing upon its proprietary database, Superlative builds a list of comparable sponsorship contracts relevant to each the City opportunity. This list is also used to identify target sponsor entities along with input from the Superlative sales team.

-  EXECUTIVE REVIEW. Superlative conducts an extensive internal review process where senior leadership has an opportunity to weigh in on potential contract value and overall program revenue potential, lending insight critical insight to the project and ensuring that all potential revenue is accounted for.

-  DELIVERY OF DRAFT VALUATION REPORT. Superlative allows 1-2 weeks for review by the City staff, followed by a conference call with Superlative's valuation experts to walk through our findings together. Subsequently, any feedback is incorporated and the document is finalized.

**PHASE II MEETING WITH PARTNERS & NEGOTIATIONS (6-12 months, recommended minimum)**

- DEVELOPMENT OF SALES MATERIALS. Superlative's design team will begin developing presentations, one-sheets and other sales materials using information obtained through the Phase I Valuation process, including audience demographics, proposed sponsorship value and images obtained through site visits and the City.

- PIPELINE DEVELOPMENT. Superlative's sales executives will work with the City personnel to develop a database of sponsor contacts, to be reviewed and agreed upon by the City staff prior to Superlative making its first call.

- MONTHLY REPORTING. Superlative's sales executives will coordinate a regular conference call with the City leadership to provide regular updates on progress made to date. Additional calls may be requested on an ad hoc basis as sponsor interest and pitch meetings are secured. Superlative will provide an updated sales report the City's review prior to the call.

- NEGOTIATE SPONSORSHIP AGREEMENTS. As noted above, Superlative's valuation process determines not only the fair market value of each opportunity, but also the range of contract value obtained by similar organizations from corporate sponsors. With the City's approval, Superlative will open sponsorship agreement negotiations at the ceiling of this range, or higher.

**PHASE III ACTIVATION & FOLLOW-UP (6-12 months, recommended minimum)**

- ACTIVATE SPONSORSHIP AGREEMENTS. Once negotiations have completed and the agreement is finalized, the Superlative project team will secure partnerships within the parameters of contract value provided, beginning with the City's most valuable assets first.

- CONTINUE FOLLOW UP. Superlative will follow up and meet with potential partners that expressed initial interest in the project, but were unable to commit, to present them opportunities of involvement to generate as much revenue as possible for the City.

# CLAIMS ROSTER REPORT

**FOR COUNCIL MEETING:** **February 7, 2022**

| | |
|---|---|
| Paid and Unpaid Invoices: | |
| Check #'s 341150-341317 | **$2,134,082.87** |
| Paid Electronic Invoices: | |
| Wire #'s 3089-3109 | **$5,877,955.53** |

| | |
|---|---|
| **Amount for Approval-Council Meeting:** | |
| **February 7, 2022** | **$8,012,038.40** |

Checks



| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 110345 312 WAGON WHEEL LN LTD | | | | | | | | | |
| 10000255<br>CHECK DATE: 02/08/2022 | | 01/19/2022 | 020822 | 341237 | 27.09 | 02/19/2022 | INV | PD | CREDIT BALANCE REFUND-312 |
| 100006 SCOTT A HUTNICK | | | | | | | | | |
| 97573<br>CHECK DATE: 02/03/2022 | | 02/01/2022 | 020322 | 341227 | 450.00 | 02/15/2022 | INV | PD | Jan Animal control |
| 106208 ATHLACTION HOLDINGS LLC | | | | | | | | | |
| CB202111_000<br>CHECK DATE: 01/27/2022 | | 12/13/2021 | 012722 | 341150 | 55.67 | 01/12/2022 | INV | PD | Member Charge Backs+INTER |
| 110330 ALI, SAHRA | | | | | | | | | |
| 35499<br>CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341238 | 126.15 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-122 |
| 100072 ALTERNATIVE TECHNOLOGIES INC | | | | | | | | | |
| 51427<br>CHECK DATE: 02/01/2022 | | 12/31/2021 | 020122 | 341158 | 10.00 | 01/30/2022 | INV | PD | TRANSFORMER OIL TESTING |
| 100073 AMARIL UNIFORM CO | | | | | | | | | |
| IV223676<br>CHECK DATE: 02/01/2022 | | 01/20/2022 | 020122 | 341159 | 1,973.81 | 02/20/2022 | INV | PD | N. EBERT CITY ISSUED FR C |
| IV223711<br>CHECK DATE: 02/01/2022 | | 01/20/2022 | 020122 | 341159 | 2,224.51 | 02/20/2022 | INV | PD | D. PECORARO CITY ISSUED F |
| | | | | | 4,198.32 | | | | |
| 100089 AMERICAN PRESSURE INC | | | | | | | | | |
| 124952<br>CHECK DATE: 02/08/2022 | | 01/20/2022 | 020822 | 341239 | 536.42 | 02/20/2022 | INV | PD | #710 ELEC MAINT PARTS |
| 124966<br>CHECK DATE: 02/01/2022 | | 01/21/2022 | 020122 | 341160 | 24.95 | 02/21/2022 | INV | PD | SCALE AWAY FOR VACTOR |
| 125014<br>CHECK DATE: 02/08/2022 | | 01/25/2022 | 020822 | 341239 | 439.45 | 02/25/2022 | INV | PD | TRUCK & EQUIP WASH SOAP |
| 125033<br>CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341239 | 299.40 | 02/26/2022 | INV | PD | SCALE-AWAY FOR VACTOR |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 1,300.22 | | | | |
| 100101 AMERICAN PUBLIC WORKS ASSOCIATION | | | | | | | | | |
| 792480-2022 CHECK DATE: 02/08/2022 | | 12/02/2021 | 020822 | 341240 | 277.50 | 01/24/2022 | INV | PD | A. KUZNIA MEMBERSHIP RENE |
| 110328 ANTHEM SPORTS LLC | | | | | | | | | |
| 326407 CHECK DATE: 02/01/2022 | | 01/10/2022 | 020122 | 341161 | 6,557.05 | 02/10/2022 | INV | PD | Volleyball Equipment |
| 100119 SHAKOPEE VALLEY FORD | | | | | | | | | |
| 314045FOW CHECK DATE: 02/01/2022 | | 01/06/2022 | 020122 | 341162 | 43.36 | 02/06/2022 | INV | PD | Squad 1141 Hood Left Cyli |
| 314178FOW CHECK DATE: 02/01/2022 | | 01/06/2022 | 020122 | 341162 | 44.52 | 02/06/2022 | INV | PD | Squad 1163 Dash Defroster |
| 314652FOW CHECK DATE: 02/01/2022 | | 01/13/2022 | 020122 | 341162 | 158.40 | 02/13/2022 | INV | PD | Squad 1173 Transmission S |
| 315109FOW CHECK DATE: 02/08/2022 | | 01/19/2022 | 020822 | 341241 | 685.98 | 02/13/2022 | INV | PD | Squad 1161 Dash cluster |
| 315177FOW CHECK DATE: 02/01/2022 | | 01/18/2022 | 020122 | 341162 | 10.21 | 02/18/2022 | INV | PD | Squad 1173 Door Handle |
| 315785FOW CHECK DATE: 02/08/2022 | | 01/25/2022 | 020822 | 341241 | 135.98 | 02/25/2022 | INV | PD | Squad 1221 Floor mats |
| | | | | | 1,078.45 | | | | |
| 100122 ARAMARK REFRESHMENT SERVICES | | | | | | | | | |
| 893992 CHECK DATE: 02/08/2022 | | 01/13/2022 | 020822 | 341242 | 107.32 | 02/13/2022 | INV | PD | COFFEE |
| 109198 ARCHER MECHANICAL | | | | | | | | | |
| 27051 CHECK DATE: 02/08/2022 | | 12/21/2021 | 020822 | 341243 | 36,085.00 | 02/01/2022 | INV | PD | NEW AIR HANDLING UNITS & |
| 100144 ASPEN EQUIPMENT COMPANY | | | | | | | | | |
| 10235154 CHECK DATE: 02/01/2022 | | 01/20/2022 | 020122 | 341163 | 174.90 | 02/19/2022 | INV | PD | SNOW - WESTERN PLOW MODUL |
| 10235434 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341244 | 8,247.00 | 02/25/2022 | INV | PD | #206 ACCESSORY - SNOW PLO |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 10235613 CHECK DATE: 02/08/2022 | | 01/31/2022 | 020822 | 341244 | 525.19 | 03/02/2022 | INV | PD | SNOW PLOW PARTS |
| | | | | | 8,947.09 | | | | |
| 100146 ASPEN MILLS INC | | | | | | | | | |
| 287355 CHECK DATE: 02/08/2022 | | 01/19/2022 | 020822 | 341245 | 119.98 | 02/19/2022 | INV | PD | DUTY UNIFORM-HAMMERS |
| 287356 CHECK DATE: 02/08/2022 | | 01/19/2022 | 020822 | 341245 | 99.70 | 02/19/2022 | INV | PD | DUTY UNIFORM-ANDERSON |
| 287357 CHECK DATE: 02/08/2022 | | 01/19/2022 | 020822 | 341245 | 162.79 | 02/19/2022 | INV | PD | DUTY UNIFORM-LETTAU |
| 287369 CHECK DATE: 02/08/2022 | | 01/19/2022 | 020822 | 341245 | 239.96 | 02/19/2022 | INV | PD | DUTY UNIFORM-SCHMIDT |
| 287370 CHECK DATE: 02/08/2022 | | 01/19/2022 | 020822 | 341245 | 249.92 | 02/19/2022 | INV | PD | DUTY UNIFORM-FILREIS |
| 287371 CHECK DATE: 02/08/2022 | | 01/19/2022 | 020822 | 341245 | 88.89 | 02/19/2022 | INV | PD | DUTY UNIFORM-MORRISSEY |
| 287372 CHECK DATE: 02/08/2022 | | 01/19/2022 | 020822 | 341245 | 76.88 | 02/19/2022 | INV | PD | DUTY UNIFORM-PAYNE |
| 287373 CHECK DATE: 02/08/2022 | | 01/19/2022 | 020822 | 341245 | 457.60 | 02/19/2022 | INV | PD | DUTY UNIFORM-HAMMERS |
| 287810 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341245 | 60.95 | 02/26/2022 | INV | PD | DUTY UNIFORM-STAFNE |
| 287811 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341245 | 89.49 | 02/26/2022 | INV | PD | DUTY UNIFORM-ANDERSON |
| 287812 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341245 | 199.53 | 02/26/2022 | INV | PD | DUTY UNIFORM-STOFFERAHN |
| | | | | | 1,845.69 | | | | |
| 100155 AUBURN MANOR | | | | | | | | | |
| FEB 2022 CHECK DATE: 02/08/2022 | 220004 | 02/01/2022 | 020822 | 341246 | 200.00 | 02/28/2022 | INV | PD | FEB SENIOR CITIZEN DONATI |
| 107572 BAKER TILLY VIRCHOW KRAUSE LLP | | | | | | | | | |
| BTMA12905 CHECK DATE: 02/08/2022 | | 01/24/2022 | 020822 | 341247 | 8,575.00 | 02/24/2022 | INV | PD | 2021 DISCLOSURE SERVICES |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 100174 BAUER BUILT TIRE AND BATTERY | | | | | | | | | |
| 180277948 | | 01/13/2022 | 020122 | 341164 | 522.48 | 02/13/2022 | INV | PD | Squad 1182 Tires |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 180278085 | | 01/21/2022 | 020122 | 341164 | 445.02 | 02/21/2022 | INV | PD | PARK WORKMAN TIRES (3) |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 180278150 | | 01/21/2022 | 020122 | 341164 | 143.83 | 02/21/2022 | INV | PD | #300 FIRE TIRE |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 180278229 | | 01/27/2022 | 020822 | 341248 | 295.26 | 03/15/2022 | INV | PD | TC TIRES |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| | | | | | 1,406.59 | | | | |
| 110340 BOLSTAD, WYATT | | | | | | | | | |
| 34287 | | 01/28/2022 | 020822 | 341249 | 87.82 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-352 |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 102279 BOLTON & MENK INC | | | | | | | | | |
| 0282744 | | 01/19/2022 | 020122 | 341165 | 322.00 | 02/19/2022 | INV | PD | 2022 FUNDING ASSISTANCE-S |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 0282785 | | 01/19/2022 | 020822 | 341250 | 50.00 | 02/19/2022 | INV | PD | CULTURAL RESOURCES MONITO |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 0282895 | | 01/19/2022 | 020822 | 341250 | 188,276.26 | 02/19/2022 | INV | PD | TH 41 & CSAH 61 IMPROVEME |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| | | | | | 188,648.26 | | | | |
| 100226 BRAUN INTERTEC CORPORATION | | | | | | | | | |
| B281942 | | 01/25/2022 | 020822 | 341251 | 4,327.50 | 02/25/2022 | INV | PD | 2021 DT RECON |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 100254 BRYAN ROCK PRODUCTS INC | | | | | | | | | |
| 51932 | | 01/15/2022 | 020122 | 341166 | 406.48 | 02/15/2022 | INV | PD | W/S STOCKPILE |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 100275 CALLAWAY GOLF | | | | | | | | | |
| 934191928 | | 01/26/2022 | 020822 | 341252 | 664.19 | 02/25/2022 | INV | PD | RESALE |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 100285 CARVER COUNTY | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 97191<br>CHECK DATE: 02/01/2022 | | 01/05/2022 | 020122 | 341167 | 15,023.46 | 02/05/2022 | INV | PD | 4TH QTR FINES & SURCHARGE |
| 110331 CARVER COUNTY CDA | | | | | | | | | |
| 36337<br>CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341253 | 65.20 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-408 |
| 107496 STATE OF MINNESOTA | | | | | | | | | |
| PARCEL 10 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 163,000.00 | 02/03/2022 | INV | PD | CONDEMNATION-JAMS PROPERT |
| PARCEL 15 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 72,480.00 | 02/03/2022 | INV | PD | CONDEMNATION-CHASKA MORAV |
| PARCEL 16 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 17,600.00 | 02/03/2022 | INV | PD | CONDEMNATION-CHASKA MORAV |
| PARCEL 17 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 193,000.00 | 02/03/2022 | INV | PD | CONDEMNATION-CHASKA MORAV |
| PARCEL 18 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 295,250.00 | 02/03/2022 | INV | PD | CONDEMNATION-MEADOW SPRIN |
| PARCEL 2 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 9,400.00 | 02/03/2022 | INV | PD | CONDEMNATION-FPA ENTITIES |
| PARCEL 27 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 50,600.00 | 02/03/2022 | INV | PD | CONDEMNATION-CHASKA GROWT |
| PARCEL 28 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 126,500.00 | 02/03/2022 | INV | PD | CONDEMATION-SUNSHINE GROV |
| PARCEL 38 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 21,300.00 | 02/03/2022 | INV | PD | CONDEMNATION-KD PROPERTIE |
| PARCEL 39 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 25,200.00 | 02/03/2022 | INV | PD | CONDEMNATION-DANIEL J HRO |
| PARCEL 4 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 600.00 | 02/03/2022 | INV | PD | CONDEMNATION-HONZAY, SHIN |
| PARCEL 40 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 101,700.00 | 02/03/2022 | INV | PD | CONDEMNATION-CHASKA MORAV |
| PARCEL 57 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 10,800.00 | 02/03/2022 | INV | PD | CONDEMNATION-CRUZ, MELISS |
| PARCEL 6 HWY 41<br>CHECK DATE: 02/03/2022 | | 02/03/2022 | 020322-2 | 341317 | 2,700.00 | 02/03/2022 | INV | PD | CONDEMNATION-MOSELLE HOLD |
| PARCEL 8 HWY 41 | | 02/03/2022 | 020322-2 | 341317 | 15,700.00 | 02/03/2022 | INV | PD | CONDEMNATION-TRIPLE GEM O |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| CHECK DATE: 02/03/2022 | | | | | | | | | |
| PARCEL 9 HWY 41 | | 02/03/2022 | 020322-2 | 341317 | 29,100.00 | 02/03/2022 | INV | PD | CONDEMNATION-M ELIZABETH |
| CHECK DATE: 02/03/2022 | | | | | | | | | |
| | | | | | 1,134,930.00 | | | | |
| 100314 CARVER COUNTY IS/GIS DEPT | | | | | | | | | |
| CSER-1349 | | 01/01/2022 | 020122 | 341168 | 4,138.22 | 02/01/2022 | INV | PD | GIS SHARED POSITION - 202 |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 100323 CDW GOVERNMENT INC | | | | | | | | | |
| Q488693 | | 01/06/2022 | 020122 | 341169 | 249.47 | 02/05/2022 | INV | PD | HEADSET FOR PD |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| Q511646 | | 01/06/2022 | 020122 | 341169 | 551.94 | 02/05/2022 | INV | PD | ACROBAT LICENSES MSB |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| Q619013 | | 01/10/2022 | 020822 | 341254 | 161.41 | 02/09/2022 | INV | PD | SURFACE EQUIP FOR MSB |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| Q718831 | | 01/12/2022 | 020822 | 341254 | 881.25 | 02/11/2022 | INV | PD | DESKTOP UPS (5) |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| Q791130 | | 01/13/2022 | 020822 | 341254 | 3,007.00 | 02/12/2022 | INV | PD | 2 NEW COMPUTERS |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| R106316 | | 01/20/2022 | 020822 | 341254 | 69.96 | 02/19/2022 | INV | PD | AV GEAR FOR INSPECTIONS |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| | | | | | 4,921.03 | | | | |
| 100337 QWEST CORPORATION | | | | | | | | | |
| 276853216 | | 01/16/2022 | 020322 | 341228 | 12,245.32 | 02/15/2022 | INV | PD | JAN INTERNET SERVICE |
| CHECK DATE: 02/03/2022 | | | | | | | | | |
| 313196254/JAN22 | | 01/18/2022 | 012722 | 341151 | 589.76 | 02/14/2022 | INV | PD | JAN CITY HALL LOC PHN SVC |
| CHECK DATE: 01/27/2022 | | | | | | | | | |
| 313249294/JAN22 | | 01/11/2022 | 012722 | 341151 | 54.36 | 02/07/2022 | INV | PD | JAN TC MAINT LOC PHN SVC |
| CHECK DATE: 01/27/2022 | | | | | | | | | |
| 313408124/JAN22 | | 01/11/2022 | 012722 | 341151 | 126.03 | 02/07/2022 | INV | PD | JAN TC MAINT LOC PHN SVC |
| CHECK DATE: 01/27/2022 | | | | | | | | | |
| 314238800/JAN22 | | 01/18/2022 | 012722 | 341151 | 73.34 | 02/14/2022 | INV | PD | JAN LOC PHN SVC |
| CHECK DATE: 01/27/2022 | | | | | | | | | |
| | | | | | 13,088.81 | | | | |
| 100338 QWEST CORPORATION | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 202001327/JAN22 CHECK DATE: 02/03/2022 | | 01/21/2022 | 020322 | 341229 | 40.95 | 02/18/2022 | INV | PD | JAN T1 FOR PHONE SYSTEM |
| 102903 HAWKS BOOSTER CLUB INC | | | | | | | | | |
| 01/2022 CHECK DATE: 02/08/2022 | | 01/31/2022 | 020822 | 341255 | 787.25 | 02/21/2022 | INV | PD | Cheerleading Clinic - Ins |
| 100350 CHASKA, CITY OF | | | | | | | | | |
| MIXED SPIEL 2022 CHECK DATE: 02/01/2022 | | 01/27/2022 | 020122-2 | 341220 | 820.00 | 02/10/2022 | INV | PD | MIXED SPIEL PRIZE MONEY F |
| 110240 CINTAS CORPORATION NO 2 | | | | | | | | | |
| 4107783126 CHECK DATE: 02/01/2022 | | 01/17/2022 | 020122 | 341170 | 90.71 | 02/17/2022 | INV | PD | CCC Rug Service |
| 109942 MANSFIELD TOP SERVICES INC | | | | | | | | | |
| 32009006894 CHECK DATE: 02/08/2022 | | 02/01/2022 | 020822 | 341256 | 3,325.00 | 03/03/2022 | INV | PD | Feb Curl/Event Cleaning |
| 100418 CLEARSOFT INC | | | | | | | | | |
| 6208 CHECK DATE: 02/01/2022 | | 01/18/2022 | 020122 | 341171 | 664.44 | 02/18/2022 | INV | PD | Water Softener Salt-CCC |
| 100419 CLOVER CONDOMINIUM ASSOCIATION | | | | | | | | | |
| 498838-2 CHECK DATE: 01/27/2022 | 220002 | 01/15/2022 | 012722 | 341152 | 419.95 | 02/01/2022 | INV | PD | FEB COMMUNITY ROOM DUES |
| 109691 PRO-SHOPKEEPER COMPUTER SOFTWARE COMPANY | | | | | | | | | |
| 363183 CHECK DATE: 02/08/2022 | | 02/01/2022 | 020822 | 341257 | 1,705.00 | 03/01/2022 | INV | PD | GIFT CARDS, FEB TC SOFTWA |
| 100436 COMCAST CORPORATION | | | | | | | | | |
| 0055482/JAN22-FD CHECK DATE: 02/03/2022 | | 01/12/2022 | 020322 | 341230 | 6.75 | 02/06/2022 | INV | PD | JAN FD CABLE |
| 109579 COMPASS MINERALS AMERICA INC | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 920458 CHECK DATE: 02/01/2022 | | 01/07/2022 | 020122 | 341172 | 3,330.47 | 02/07/2022 | INV | PD | ROAD SALT |
| 925467 CHECK DATE: 02/01/2022 | | 01/13/2022 | 020122 | 341172 | 3,633.98 | 02/13/2022 | INV | PD | ROAD SALT |
| 926745 CHECK DATE: 02/01/2022 | | 01/14/2022 | 020122 | 341172 | 3,574.60 | 02/14/2022 | INV | PD | ROAD SALT |
| 931486 CHECK DATE: 02/01/2022 | | 01/20/2022 | 020122 | 341172 | 3,959.47 | 02/26/2022 | INV | PD | ROAD SALT |
| | | | | | 14,498.52 | | | | |
| 105466 COMPUTER INTEGRATION TECHNOLOGIES INC | | | | | | | | | |
| 321952 CHECK DATE: 02/08/2022 | | 01/31/2022 | 020822 | 341258 | 220.00 | 03/02/2022 | INV | PD | FEB CYBER SECURITY TRAINI |
| 110332 DEBBAN, MICHELE | | | | | | | | | |
| 10004145 CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341259 | 70.00 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-108 |
| 100520 DEM CON COMPANIES LLC | | | | | | | | | |
| 9927 CHECK DATE: 02/01/2022 | | 12/31/2021 | 020122 | 341173 | 82.67 | 01/30/2022 | INV | PD | BRIDGE DEMO |
| 107812 SCOTT CONGDON | | | | | | | | | |
| 5727 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341260 | 51.00 | 02/25/2022 | INV | PD | BUSINESS CARDS-KABAT |
| 105629 DICKS SANITATION SERVICE INC | | | | | | | | | |
| DT0004425696 CHECK DATE: 02/08/2022 | | 01/31/2022 | 020822 | 341261 | 761.36 | 02/28/2022 | INV | PD | MSB |
| DT0004425698 CHECK DATE: 02/08/2022 | | 01/31/2022 | 020822 | 341261 | 561.21 | 02/28/2022 | INV | PD | CITY HALL |
| DT0004425699 CHECK DATE: 02/08/2022 | | 01/31/2022 | 020822 | 341261 | 169.44 | 02/28/2022 | INV | PD | VETERAN'S PARK |
| | | | | | 1,492.01 | | | | |
| 102657 ENERGY MANAGEMENT SOLUTIONS INC | | | | | | | | | |
| 10360 CHECK DATE: 02/08/2022 | | 02/01/2022 | 020822 | 341262 | 7,327.00 | 03/08/2022 | INV | PD | FEB 2022 RETAINER |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 105728 FIDELITY SECURITY LIFE INSURANCE COMPANY | | | | | | | | | |
| 165137367<br>CHECK DATE: 02/01/2022 | | 01/25/2022 | 020122-2 | 341221 | 684.99 | 02/25/2022 | INV | PD | FEB EMP INS PREM-VISION |
| 110169 FELHABER LARSON FENLON AND VOGT PA | | | | | | | | | |
| 683865<br>CHECK DATE: 02/08/2022 | | 01/10/2022 | 020822 | 341263 | 34,077.70 | 02/10/2022 | INV | PD | TH 41 PROJECT-PROPERTY AC |
| 100655 FERRELLGAS 7780961 | | | | | | | | | |
| 1118102704<br>CHECK DATE: 02/01/2022 | | 01/13/2022 | 020122 | 341174 | 48.27 | 02/13/2022 | INV | PD | PROPANE FORKLIFT |
| 108000 GEORGE PHILLIPS CURLING STONE | | | | | | | | | |
| 642609<br>CHECK DATE: 02/01/2022 | | 01/20/2022 | 020122 | 341175 | 566.94 | 02/21/2022 | INV | PD | Control panel |
| 104855 SCHERYL A GOETZE | | | | | | | | | |
| 97208<br>CHECK DATE: 02/01/2022 | | 01/13/2022 | 020122 | 341176 | 80.16 | 02/13/2022 | INV | PD | FUNERAL FLOWERS (LAHL FAM |
| 101463 GOPHER STATE ONE CALL | | | | | | | | | |
| 2000280<br>CHECK DATE: 02/01/2022 | | 01/31/2022 | 020122 | 341177 | 50.00 | 02/28/2022 | INV | PD | 2022 ANNUAL FACILITY OPER |
| 100763 GRACZYK, NOEL | | | | | | | | | |
| 97635<br>CHECK DATE: 02/08/2022 | | 01/25/2022 | 020822 | 341264 | 994.38 | 03/02/2022 | INV | PD | REIMB-GFOA MTG WASHINGTON |
| 100759 GRAINGER | | | | | | | | | |
| 9169816494<br>CHECK DATE: 02/01/2022 | | 01/06/2022 | 020122 | 341178 | 44.88 | 02/05/2022 | INV | PD | #706 CARGO STRAPS FOR SID |
| 9176233782<br>CHECK DATE: 02/01/2022 | | 01/12/2022 | 020122 | 341178 | 113.94 | 02/11/2022 | INV | PD | ARENA #2 EXHAUST FAN BEAR |
| | | | | | 158.82 | | | | |
| 100758 GRAYBAR ELECTRIC COMPANY INC | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 9325148851 CHECK DATE: 02/01/2022 | | 01/17/2022 | 020122 | 341179 | 1,279.94 | 02/17/2022 | INV | PD | RING LOCKS |
| 100765 GREENE ESPEL PLLP | | | | | | | | | |
| 85167 CHECK DATE: 02/08/2022 | | 01/24/2022 | 020822 | 341265 | 453.12 | 02/26/2022 | INV | PD | Oak Ridge Redev Legal-Dec |
| 100782 GS DIRECT INC | | | | | | | | | |
| 366160 CHECK DATE: 02/08/2022 | | 01/18/2022 | 020822 | 341266 | 164.15 | 02/18/2022 | INV | PD | PLOTTER PAPER |
| 110339 H2H INVESTMENTS LLC | | | | | | | | | |
| 32753 CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341267 | 145.05 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-778 |
| 100810 HAWKINS INC | | | | | | | | | |
| 6107392 CHECK DATE: 02/08/2022 | | 01/21/2022 | 020822 | 341268 | 15.00 | 03/07/2022 | INV | PD | DEMURRAGE |
| 100848 HIGH TECH CLEANING INC | | | | | | | | | |
| 17381 CHECK DATE: 02/01/2022 | | 01/05/2022 | 020122 | 341180 | 6,253.50 | 02/05/2022 | INV | PD | Dec CCC Cleaning Service |
| 100878 HUEBSCH | | | | | | | | | |
| 84176/JAN2022 CHECK DATE: 02/08/2022 | | 01/31/2022 | 020822 | 341269 | 1,050.95 | 02/10/2022 | INV | PD | JAN RUG/MAT SVC |
| 100879 PRAIRIE TECHNOLOGIES INC OF MN | | | | | | | | | |
| 220097 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341270 | 392.50 | 02/26/2022 | INV | PD | AUTOMATION SYS SVC-CITY H |
| 108162 HYDRO-DESIGNS INC | | | | | | | | | |
| 0065411-IN CHECK DATE: 02/08/2022 | | 01/31/2022 | 020822 | 341271 | 680.96 | 02/28/2022 | INV | PD | RPZ TESTING MGT JAN 2022 |
| 100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 2022/0128-ICMA CHECK DATE: 02/03/2022 | | 01/28/2022 | 020322 | 341231 | 6,407.47 | 01/28/2022 | INV | PD | 012822 Payroll 457 & Roth |
| 104751 IMPACT MAILING OF MINNESOTA INC | | | | | | | | | |
| 156849 CHECK DATE: 02/01/2022 | | 01/21/2022 | 020122 | 341181 | 520.82 | 02/21/2022 | INV | PD | Jan Disconnects |
| 156887 CHECK DATE: 02/01/2022 | | 01/25/2022 | 020122 | 341181 | 1,095.29 | 02/25/2022 | INV | PD | Jan Reminders |
| 156889 CHECK DATE: 02/01/2022 | | 01/25/2022 | 020122 | 341181 | 266.85 | 02/28/2022 | INV | PD | Jan Final Bills |
| 156956 CHECK DATE: 02/08/2022 | | 02/01/2022 | 020822 | 341272 | 8,931.52 | 02/28/2022 | INV | PD | Jan Bills |
| | | | | | 10,814.48 | | | | |
| 110335 JENSEN, JOE | | | | | | | | | |
| 10012218 CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341273 | 54.35 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-145 |
| 108948 AUDRANN INC | | | | | | | | | |
| 1353494 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341274 | 25.02 | 03/12/2022 | INV | PD | GAUGES FOR BOILER SYSTEM- |
| 102949 KENNEDY AND GRAVEN CHARTERED | | | | | | | | | |
| CH145-00022 DEC CHECK DATE: 02/01/2022 | | 01/18/2022 | 020122 | 341182 | 113.75 | 02/22/2022 | INV | PD | METRONET FRANCHISE MATTER |
| 110336 KERSTING, JOLENE | | | | | | | | | |
| 31095 CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341275 | 169.21 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-702 |
| 101003 KLOOS ELECTRIC INC | | | | | | | | | |
| 17014 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 2,648.32 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17015 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 835.99 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17016 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 705.35 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 17017 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 701.67 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17018 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 610.35 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17019 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 961.55 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17020 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 963.84 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17021 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 765.94 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17022 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 691.96 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17023 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 761.74 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17024 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 430.61 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17025 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 761.96 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17026 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 744.11 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17027 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 683.96 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17028 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 744.11 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17029 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 746.50 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17030 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 443.75 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17031 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 341.71 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17032 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 707.60 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17033 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 680.90 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |
| 17034 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341276 | 341.71 | 02/26/2022 | INV | PD | WO#900 HIGHLAND ACRES OH |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 16,273.63 | | | | |
| 110325 KULLA, KEVIN | | | | | | | | | |
| 35663-1 CHECK DATE: 02/08/2022 | | 01/24/2022 | 020822 | 341277 | 44.93 | 02/24/2022 | INV | PD | CREDIT BALANCE REFUND-220 |
| 101022 KUSSKE CONSTRUCTION COMPANY LLC | | | | | | | | | |
| 97179 CHECK DATE: 02/01/2022 | | 12/30/2021 | 020122 | 341183 | 900.00 | 01/30/2022 | INV | PD | SNOW HAUL ASSISTANCE 12/1 |
| 101043 LANO EQUIPMENT INC | | | | | | | | | |
| 01-884945 CHECK DATE: 02/01/2022 | | 12/23/2021 | 020122 | 341184 | -92.26 | 01/26/2022 | CRM | PD | OVERPAYMENT - WEED WHIP P |
| 01-888379 CHECK DATE: 02/01/2022 | | 01/13/2022 | 020122 | 341184 | 338.14 | 02/13/2022 | INV | PD | #129 BOBCAT PARTS |
| 01-888572 CHECK DATE: 02/01/2022 | | 01/13/2022 | 020122 | 341184 | 300.00 | 02/13/2022 | INV | PD | STUMP GRINDER RENTAL |
| 01-889462 CHECK DATE: 02/01/2022 | | 01/19/2022 | 020122 | 341184 | 31,370.00 | 02/19/2022 | INV | PD | #125 BOBCAT W/ TRADE-IN # |
| 01-889619 CHECK DATE: 02/01/2022 | | 01/20/2022 | 020122 | 341184 | 228.45 | 02/20/2022 | INV | PD | TREE CONTROL-CHAINS, LOOP |
| | | | | | 32,144.33 | | | | |
| 101057 LEAGUE OF MINNESOTA CITIES | | | | | | | | | |
| 10002436/JAN22 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341278 | 138,976.00 | 03/01/2022 | INV | PD | WORKERS COMPENSATION INSU |
| 103709 LEHRKE, JOEL | | | | | | | | | |
| 97540 CHECK DATE: 02/08/2022 | | 01/27/2022 | 020822 | 341279 | 42.03 | 02/28/2022 | INV | PD | 6 MONTH RFD 2021 RENTAL L |
| 101694 RUSSELL LEISTIKO | | | | | | | | | |
| 20222560 CHECK DATE: 02/01/2022 | | 01/25/2022 | 020122 | 341185 | 2,470.00 | 02/25/2022 | INV | PD | FINAL CLEANUP OF STREET S |
| 110329 LINEHAN, LAURA | | | | | | | | | |
| 97241 CHECK DATE: 02/08/2022 | | 01/25/2022 | 020822 | 341280 | 417.63 | 02/25/2022 | INV | PD | APPLICANT TRAVEL REIMBURS |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 101093 LITTLE FALLS MACHINE INC | | | | | | | | | |
| 363375 CHECK DATE: 02/08/2022 | | 01/27/2022 | 020822 | 341281 | 700.61 | 02/26/2022 | INV | PD | LARGE SNOW PLOW PARTS |
| 101097 LOCATORS & SUPPLIES INC | | | | | | | | | |
| 0297145-IN CHECK DATE: 02/01/2022 | | 12/31/2021 | 020122 | 341186 | 53.97 | 01/30/2022 | INV | PD | WINTER GLOVES |
| 0297417-IN CHECK DATE: 02/08/2022 | | 01/21/2022 | 020822 | 341282 | 2,857.03 | 02/21/2022 | INV | PD | NEW LOCATOR WAND |
| 0297521-IN CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341282 | 5,253.02 | 02/28/2022 | INV | PD | NEW LOCATOR |
| | | | | | 8,164.02 | | | | |
| 110118 LOCKRIDGE GRINDAL NAUEN PLLP | | | | | | | | | |
| 112792 CHECK DATE: 02/08/2022 | | 01/01/2022 | 020822 | 341283 | 3,333.33 | 01/31/2022 | INV | PD | Jan Lobbyist for City Squ |
| 103842 LOCAL GOVERNMENT INFORMATION SYSTEMS | | | | | | | | | |
| 51376 CHECK DATE: 02/01/2022 | | 01/01/2022 | 020122 | 341187 | 1,050.00 | 01/31/2022 | INV | PD | SYSTEM DEVELOPMENT 2022 |
| 51499 CHECK DATE: 02/01/2022 | | 01/01/2022 | 020122 | 341187 | 804.00 | 01/31/2022 | INV | PD | JAN SA SUPPORT |
| | | | | | 1,854.00 | | | | |
| 105139 LUBE TECH AND PARTNERS LLC | | | | | | | | | |
| 2818590 CHECK DATE: 02/01/2022 | | 01/20/2022 | 020122 | 341188 | 55.00 | 02/19/2022 | INV | PD | USED OIL - FILTER FOR REC |
| 105710 MACQUEEN EMERGENCY GROUP | | | | | | | | | |
| P06371 CHECK DATE: 02/08/2022 | | 01/27/2022 | 020822 | 341284 | 89.16 | 02/25/2022 | INV | PD | #327 FIRE GASKET KIT |
| 103176 MANSFIELD OIL COMPANY | | | | | | | | | |
| 22936979 CHECK DATE: 02/08/2022 | | 01/21/2022 | 020822 | 341285 | 3,422.51 | 02/20/2022 | INV | PD | DYED DIESEL W/ COLDPRO AD |
| 22936980 | | 01/21/2022 | 020822 | 341285 | 12,992.51 | 02/20/2022 | INV | PD | UNLEADED FUEL |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 22936981 CHECK DATE: 02/08/2022 | | 01/21/2022 | 020822 | 341285 | 5,742.59 | 02/20/2022 | INV | PD | DYED DIESEL W/ COLDPRO AD |
| | | | | | 22,157.61 | | | | |
| 101187 METRO SALES INC | | | | | | | | | |
| 1963984 CHECK DATE: 02/01/2022 | | 01/11/2022 | 020122 | 341189 | 1,197.03 | 02/12/2022 | INV | PD | QTRLY PRINTER CONTRACT |
| INV1962318 CHECK DATE: 02/01/2022 | | 01/07/2022 | 020122 | 341189 | 751.70 | 02/06/2022 | INV | PD | Ricoh/IM C6000 Color |
| INV1970078 CHECK DATE: 02/08/2022 | | 01/20/2022 | 020822 | 341286 | 613.64 | 02/19/2022 | INV | PD | RICOH/MP COPIER |
| INV1970711 CHECK DATE: 02/01/2022 | | 01/21/2022 | 020122 | 341189 | 360.01 | 02/20/2022 | INV | PD | QTRLY FD COPIER USAGE |
| INV1971396 CHECK DATE: 02/01/2022 | | 01/24/2022 | 020122 | 341189 | 122.00 | 02/24/2022 | INV | PD | FEB FD COPIER |
| | | | | | 3,044.38 | | | | |
| 101217 MINNESOTA CHILD SUPPORT PMT CTR | | | | | | | | | |
| PR012822001510208001 CHECK DATE: 02/01/2022 | | 01/28/2022 | 020122-2 | 341222 | 184.58 | 01/28/2022 | INV | PD | 012822 Payroll Child Supp |
| 101229 MINNESOTA DEPT OF EMPLOYMENT | | | | | | | | | |
| 24 CHECK DATE: 02/03/2022 | 220005 | 02/01/2022 | 020322 | 341232 | 2,433.64 | 02/15/2022 | INV | PD | FORMACOAT LLC LOAN REPAYM |
| 101247 MINNESOTA MUNICIPAL UTILITIES ASSN | | | | | | | | | |
| 58895 CHECK DATE: 02/01/2022 | | 01/19/2022 | 020122 | 341190 | 1,350.00 | 02/18/2022 | INV | PD | JOB TRAINING & SAFETY PRO |
| 101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE | | | | | | | | | |
| 107051510/JAN22 CHECK DATE: 02/01/2022 | | 01/21/2022 | 020122-2 | 341223 | 55.91 | 02/16/2022 | INV | PD | JAN 82ND ST & HWY 41 SIGN |
| 778320601/JAN22 CHECK DATE: 02/01/2022 | | 01/21/2022 | 020122-2 | 341223 | 112.35 | 02/16/2022 | INV | PD | JAN CHEVALLE LIFT STATION |
| 780272000/JAN22 CHECK DATE: 02/01/2022 | | 01/21/2022 | 020122-2 | 341223 | 10.92 | 02/16/2022 | INV | PD | JAN CHEVALLE IRRIGATION B |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 179.18 | | | | |
| 110342 MONCUR, TYLER | | | | | | | | | |
| 36076 CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341287 | 150.00 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-409 |
| 105853 MOR GOLF AND UTILITY INC | | | | | | | | | |
| 30740 CHECK DATE: 02/01/2022 | | 01/24/2022 | 020122 | 341191 | 84.11 | 02/24/2022 | INV | PD | GOLF CART SEAT COVER |
| 103236 MRA-THE MANAGEMENT ASSOCIATION | | | | | | | | | |
| 00405245 CHECK DATE: 02/03/2022 | | 01/05/2022 | 020322 | 341233 | 918.75 | 02/04/2022 | INV | PD | DEC COMPENSATION SERVICES |
| 101261 MINNESOTA RECREATION & PARK ASSOC | | | | | | | | | |
| 10322 CHECK DATE: 02/01/2022 | | 01/13/2022 | 020122 | 341192 | 125.00 | 02/13/2022 | INV | PD | Job Posting- Rec Supervis |
| 103088 SID TOOL CO INC | | | | | | | | | |
| 5117578001 CHECK DATE: 02/01/2022 | | 01/04/2022 | 020122 | 341193 | 39.44 | 02/03/2022 | INV | PD | SNOW PARTS |
| 101354 MTI DISTRIBUTING INC #700767 | | | | | | | | | |
| 1333024-00 CHECK DATE: 02/01/2022 | | 01/18/2022 | 020122 | 341194 | 40.28 | 02/18/2022 | INV | PD | ROLLERS FOR SEAT FWY MOWE |
| 1333096-00 CHECK DATE: 02/01/2022 | | 01/19/2022 | 020122 | 341194 | 1,857.80 | 02/19/2022 | INV | PD | FAIRWAY BEDKNIFE |
| 1333580-00 CHECK DATE: 02/01/2022 | | 01/21/2022 | 020122 | 341194 | 408.85 | 02/21/2022 | INV | PD | SIDEWINDER TIRE RIMS (2) |
| | | | | | 2,306.93 | | | | |
| 101253 BUSINESS PLANNING CONCEPTS INC | | | | | | | | | |
| 383600022022 CHECK DATE: 02/01/2022 | | 01/10/2022 | 020122-2 | 341224 | 192.00 | 02/10/2022 | INV | PD | FEB PERA LIFE PREMIUMS |
| 105875 NETWORKFLEET INC | | | | | | | | | |
| OSV000002656017 CHECK DATE: 01/27/2022 | | 01/01/2022 | 012722 | 341153 | 259.04 | 01/25/2022 | INV | PD | Data Processing - GPS |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 101425 NORTHERN SAFETY TECHNOLOGY INC | | | | | | | | | |
| 53415<br>CHECK DATE: 02/01/2022 | | 01/12/2022 | 020122 | 341195 | 50.68 | 02/11/2022 | INV | PD | BATTERY STICK |
| 110334 O'DONNELL, CYNTHIA | | | | | | | | | |
| 10010686<br>CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341288 | 444.89 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-112 |
| 101445 OFFICE DEPOT | | | | | | | | | |
| 216900837001-1<br>CHECK DATE: 02/01/2022 | | 01/10/2022 | 020122 | 341196 | 30.13 | 02/12/2022 | INV | PD | Plates for the breakroom |
| 216900837001-2<br>CHECK DATE: 02/01/2022 | | 01/10/2022 | 020122 | 341196 | 94.16 | 02/12/2022 | INV | PD | Copy paper for the workro |
| 216900837001-3<br>CHECK DATE: 02/01/2022 | | 01/10/2022 | 020122 | 341196 | 9.08 | 02/12/2022 | INV | PD | Monthly index tabs for Mi |
| 217859660001<br>CHECK DATE: 02/01/2022 | | 01/10/2022 | 020122 | 341196 | 23.37 | 02/12/2022 | INV | PD | Received stamp for Michel |
| 219633760001-1<br>CHECK DATE: 02/08/2022 | | 01/11/2022 | 020822 | 341289 | 101.20 | 02/12/2022 | INV | PD | Copy paper for the workro |
| 219633760001-2<br>CHECK DATE: 02/08/2022 | | 01/11/2022 | 020822 | 341289 | 36.64 | 02/12/2022 | INV | PD | Pens, highlighters, marke |
| 223341330001<br>CHECK DATE: 02/08/2022 | | 01/19/2022 | 020822 | 341289 | 76.89 | 02/19/2022 | INV | PD | Legal Size Folders for Pr |
| | | | | | 371.47 | | | | |
| 101465 ON SITE SANITATION INC | | | | | | | | | |
| 0001272001<br>CHECK DATE: 02/01/2022 | | 01/22/2022 | 020122 | 341197 | 146.00 | 02/21/2022 | INV | PD | CLOVER RIDGE HOCKEY RINK |
| 0001272002<br>CHECK DATE: 02/01/2022 | | 01/22/2022 | 020122 | 341197 | 146.00 | 02/21/2022 | INV | PD | FIREMAN'S PARK ICE RINK |
| | | | | | 292.00 | | | | |
| 110341 OPENDOOR LABS INC | | | | | | | | | |
| 35961<br>CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341290 | 3.14 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-110 |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 104668 OPTUM BANK INC | | | | | | | | | |
| 9415052 CHECK DATE: 02/01/2022 | | 01/15/2022 | 020122 | 341198 | 599.75 | 02/14/2022 | INV | PD | 4TH QTR HSA FEES |
| 101543 PLUNKETTS PEST CONTROL INC | | | | | | | | | |
| 7398143 CHECK DATE: 02/08/2022 | | 02/01/2022 | 020822 | 341291 | 1,741.92 | 03/03/2022 | INV | PD | Annual Pest Control Curl/ |
| 101551 POPPITZ CONSTRUCTION INC | | | | | | | | | |
| 1341 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341292 | 8,697.00 | 02/25/2022 | INV | PD | DEMO BASEMENT ON COTTRELL |
| 101576 FORNER ENTERPRISES INC | | | | | | | | | |
| 20226097 CHECK DATE: 02/01/2022 | | 01/18/2022 | 020122 | 341199 | 95.00 | 02/20/2022 | INV | PD | Squad 1221 graphics unmar |
| 107855 STAPLES INC | | | | | | | | | |
| 22188083 CHECK DATE: 02/01/2022 | | 01/10/2022 | 020122 | 341201 | 83.98 | 02/09/2022 | INV | PD | LETTER TRAY HOLDERS |
| 22190933 CHECK DATE: 02/01/2022 | | 01/10/2022 | 020122 | 341201 | 23.98 | 02/09/2022 | INV | PD | DESK CALENDARS |
| 22417716 CHECK DATE: 02/01/2022 | | 01/19/2022 | 020122 | 341200 | 20.98 | 02/18/2022 | INV | PD | Orange Rubberbands for th |
| 22441187 CHECK DATE: 02/01/2022 | | 01/19/2022 | 020122 | 341200 | 11.98 | 02/18/2022 | INV | PD | Clorox wipes for staff to |
| 22633224 CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341293 | 28.82 | 02/25/2022 | INV | PD | Small binder clips and do |
| | | | | | 169.74 | | | | |
| 101684 R & R SPECIALTIES OF WISCONSIN INC | | | | | | | | | |
| 0074886-IN CHECK DATE: 02/01/2022 | | 01/20/2022 | 020122 | 341202 | 65.00 | 02/20/2022 | INV | PD | Zamboni Blade Sharpening |
| 107099 CRAIG RAPP | | | | | | | | | |
| (CPG_CH 1.3.22.2) CHECK DATE: 02/08/2022 | | 01/03/2022 | 020822 | 341294 | 3,000.00 | 01/27/2022 | INV | PD | Podhradsky & Kabat-2022 L |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 101616 RDO EQUIPMENT COMPANY | | | | | | | | | |
| P7690411 | | 02/01/2022 | 020822 | 341295 | 113.90 | 03/01/2022 | INV | PD | #710 SWIVEL PART |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 110344 RETZER REAL ESTATE LLC | | | | | | | | | |
| 35425 | | 01/28/2022 | 020822 | 341296 | 3.51 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-200 |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 110337 ROBERTS, JAMES | | | | | | | | | |
| 31310 | | 01/28/2022 | 020822 | 341297 | 206.41 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-446 |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 110346 ROTH, JACKIE | | | | | | | | | |
| 10015672 | | 01/24/2022 | 020822 | 341298 | 163.98 | 02/24/2022 | INV | PD | CREDIT BALANCE REFUND-117 |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 101738 SCHILLING SUPPLY COMPANY | | | | | | | | | |
| 857762-00 | | 01/19/2022 | 020122 | 341203 | 272.64 | 02/19/2022 | INV | PD | Cleaning Supplies-CCC |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 859232-00 | | 01/31/2022 | 020822 | 341299 | 3,109.28 | 02/28/2022 | INV | PD | Cleaning Supplies-CCC |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| | | | | | 3,381.92 | | | | |
| 101760 SENTRY SYSTEMS INC | | | | | | | | | |
| 773308 | | 02/01/2022 | 020822 | 341300 | 219.30 | 02/11/2022 | INV | PD | QTRLY CLUBHOUSE MONITORIN |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 103545 SEWER SERVICES INC | | | | | | | | | |
| I9174 | | 01/12/2022 | 020122 | 341204 | 441.91 | 02/12/2022 | INV | PD | 1 LOAD PUMPED |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 104416 KELBRO COMPANY | | | | | | | | | |
| 2720753 | | 01/15/2022 | 020122 | 341205 | 260.35 | 02/15/2022 | INV | PD | OAK 19 ICE MACHINE RENTAL |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 101775 THE SHERWIN-WILLIAMS COMPANY-CHANHASSEN | | | | | | | | | |
| 6025-3 | | 01/20/2022 | 020122 | 341206 | 102.02 | 02/20/2022 | INV | PD | WTP PAINT FOR PIPES |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 104827 ROHN INDUSTRIES | | | | | | | | | |
| 567537 | | 01/24/2022 | 020822 | 341301 | 20.25 | 02/24/2022 | INV | PD | Security Console |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 101828 SOUTHWEST NEWS MEDIA | | | | | | | | | |
| 2150240 | | 12/04/2021 | 012722 | 341154 | 247.75 | 01/25/2022 | INV | PD | JOB AD-AOA REC ASST |
| CHECK DATE: 01/27/2022 | | | | | | | | | |
| 2150241 | | 12/04/2021 | 012722 | 341154 | 188.00 | 01/25/2022 | INV | PD | JOB AD-RINK ATTENDANTS |
| CHECK DATE: 01/27/2022 | | | | | | | | | |
| 2150744 | | 12/16/2021 | 012722 | 341154 | 188.00 | 01/25/2022 | INV | PD | JOB AD-RINK ATTENDANTS |
| CHECK DATE: 01/27/2022 | | | | | | | | | |
| 387269-SRV | | 12/31/2021 | 012722 | 341154 | 6.54 | 01/25/2022 | INV | PD | SERVICE CHARGE |
| CHECK DATE: 01/27/2022 | | | | | | | | | |
| | | | | | 630.29 | | | | |
| 101850 STANTEC CONSULTING SERVICES INC | | | | | | | | | |
| 1877508 | | 01/18/2022 | 020822 | 341302 | 720.00 | 02/18/2022 | INV | PD | DEC-MSA |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877509 | | 01/18/2022 | 020822 | 341302 | 459.00 | 02/18/2022 | INV | PD | DEC-SW AREA COLLECTOR COR |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877510 | | 01/18/2022 | 020822 | 341302 | 4,272.00 | 02/18/2022 | INV | PD | DEC-RECORD PLAN/BASE MAP |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877511 | | 01/18/2022 | 020822 | 341302 | 9,242.75 | 02/18/2022 | INV | PD | DEC-SW COMMUNITY PARK |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877512 | | 01/18/2022 | 020822 | 341302 | 6,341.00 | 02/18/2022 | INV | PD | DEC-CREEK RD TRUNK SEWER |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877513 | | 01/18/2022 | 020822 | 341302 | 2,578.00 | 02/18/2022 | INV | PD | DEC-NE COLLECTOR IN SW AR |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877515 | | 01/18/2022 | 020822 | 341302 | 28,590.98 | 02/18/2022 | INV | PD | DEC-E 6TH ST L4965 REPLAC |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877516 | | 01/18/2022 | 020822 | 341302 | 9,356.41 | 02/18/2022 | INV | PD | DEC-2021 DT ST RECONSTRUC |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877517 | | 01/18/2022 | 020822 | 341302 | 340.00 | 02/18/2022 | INV | PD | DEC-EPA RISK ASSESSMENT & |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877519 | | 01/18/2022 | 020822 | 341302 | 1,640.00 | 02/18/2022 | INV | PD | DEC-OAK ST PUMPING STATIO |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877520 | | 01/18/2022 | 020822 | 341302 | 89.50 | 02/18/2022 | INV | PD | DEC-CREEK RD INDUSTRIAL S |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877521 | | 01/18/2022 | 020822 | 341302 | 14,056.41 | 02/18/2022 | INV | PD | DEC-CLOVER RIDGE DR/FREY |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877522 | | 01/18/2022 | 020822 | 341302 | 2,011.75 | 02/18/2022 | INV | PD | DEC-SEMINARY FEN C2 RAVIN |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877523 | | 01/18/2022 | 020822 | 341302 | 735.00 | 02/18/2022 | INV | PD | DEC-2021 BRIDGE INSPECTIO |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877524 | | 01/18/2022 | 020822 | 341302 | 1,313.00 | 02/18/2022 | INV | PD | DEC-WELL 7 WTP |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877526 | | 01/18/2022 | 020822 | 341302 | 32,611.25 | 02/18/2022 | INV | PD | DEC-2022 DT RECONSTRUCTIO |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877534 | | 01/18/2022 | 020822 | 341302 | 1,572.50 | 02/18/2022 | INV | PD | DEC-STORMWATER REVIEW-OAK |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877535 | | 01/18/2022 | 020822 | 341302 | 3,191.25 | 02/18/2022 | INV | PD | DEC-STORMWATER REVIEW-WES |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877536 | | 01/18/2022 | 020822 | 341302 | 185.00 | 02/18/2022 | INV | PD | DEC-STORMWATER REVIEW-CAN |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877537 | | 01/18/2022 | 020822 | 341302 | 370.00 | 02/18/2022 | INV | PD | DEC-STORMWATER REVIEW-RES |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877538 | | 01/18/2022 | 020822 | 341302 | 1,627.00 | 02/18/2022 | INV | PD | DEC-STORMWATER REVIEW-ENS |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1877539 | | 01/18/2022 | 020822 | 341302 | 647.50 | 02/18/2022 | INV | PD | DEC-STORMWATER REVIEW-RIV |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1878263 | | 01/18/2022 | 020822 | 341302 | 10,285.00 | 02/18/2022 | INV | PD | DEC-GENERAL ENGINEERING |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 1878264 | | 01/18/2022 | 020822 | 341302 | 92,290.67 | 02/18/2022 | INV | PD | DEC-PAR 30 GOLF COURSE |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| | | | | | 224,525.97 | | | | |
| 102984 STEVE'S CURLING SUPPLIES LLC | | | | | | | | | |
| 21227 | | 01/22/2022 | 020122 | 341207 | 1,300.85 | 02/22/2022 | INV | PD | Curling Resale Merch & Op |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 101888 STREICHERS | | | | | | | | | |
| I1546679 | | 01/18/2022 | 020122 | 341208 | 171.96 | 02/24/2022 | INV | PD | Kane-Zafke-Initial Issue |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| I1546982 | | 01/19/2022 | 020122 | 341208 | 11.98 | 02/24/2022 | INV | PD | Seibert-Embroidery |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| I1546987 | | 01/19/2022 | 020122 | 341208 | 270.00 | 02/24/2022 | INV | PD | Initial Issue for PIO Kev |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| I1547536 | | 01/21/2022 | 020122 | 341208 | 1,505.79 | 02/24/2022 | INV | PD | Brumm-Initial Issue |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| | | | | | 1,959.73 | | | | |
| 101892 STUART C IRBY CO | | | | | | | | | |
| S012462334.007 | 220009 | 01/05/2022 | 020822 | 341303 | 3,226.00 | 02/04/2022 | INV | PD | (2) TRANSFORMERS UG 25KVA |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| S012599075.001 | 220010 | 01/05/2022 | 020822 | 341303 | 11,760.00 | 02/04/2022 | INV | PD | 5 TRANSFORMERS 50KVA 7.9 |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| S012599181.001 | 220011 | 01/05/2022 | 020822 | 341303 | 17,080.00 | 02/04/2022 | INV | PD | 8 TRANSFORMERS 37.5KVA 7. |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| | | | | | 32,066.00 | | | | |
| 103677 SUN LIFE ASSURANCE COMPANY OF CANADA | | | | | | | | | |
| 237741/FEB22 | | 02/01/2022 | 020122-2 | 341225 | 4,824.44 | 02/28/2022 | INV | PD | FEB EMP LIFE INS PREM |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 101894 SUBURBAN UTILITY SUPERINTENDENTS ASSN | | | | | | | | | |
| 97259 | | 01/26/2022 | 020122 | 341209 | 125.00 | 02/26/2022 | INV | PD | M. HAEFNER 2022 SUSA MEMB |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 110309 AUSTIN TASLER | | | | | | | | | |
| 718946 | | 12/29/2021 | 020122 | 341210 | 1,505.00 | 01/29/2022 | INV | PD | Water safety course for s |
| CHECK DATE: 02/01/2022 | | | | | | | | | |
| 100757 THE GRAPHIC EDGE LLC | | | | | | | | | |
| 1563658 | | 01/21/2022 | 020822 | 341304 | 232.75 | 02/20/2022 | INV | PD | Cheerleading Clinic T Shi |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| 101964 PMT EMBROIDERY LLC | | | | | | | | | |
| 19032 | | 01/21/2022 | 020122 | 341211 | 264.00 | 02/21/2022 | INV | PD | Arena Staff Jackets |
| CHECK DATE: 02/01/2022 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 19035 CHECK DATE: 02/01/2022 | | 01/24/2022 | 020122 | 341211 | 20.00 | 02/25/2022 | INV | PD | Janke Uniform Embroidery |
| 19036 CHECK DATE: 02/01/2022 | | 01/24/2022 | 020122 | 341211 | 140.00 | 02/25/2022 | INV | PD | Schmidt Uniform Embroider |
| 19037 CHECK DATE: 02/01/2022 | | 01/24/2022 | 020122 | 341211 | 20.00 | 02/25/2022 | INV | PD | Seibert Uniform Embroider |
| | | | | | 444.00 | | | | |
| 104908 TIMESAVER OFF SITE SECRETARIAL INC | | | | | | | | | |
| M27002 CHECK DATE: 02/01/2022 | | 01/13/2022 | 020122 | 341212 | 511.00 | 02/13/2022 | INV | PD | Council & EDA Minutes 12- |
| M27012 CHECK DATE: 02/01/2022 | | 01/13/2022 | 020122 | 341212 | 190.50 | 01/21/2022 | INV | PD | HPC Meeting Mintues |
| | | | | | 701.50 | | | | |
| 103946 TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC | | | | | | | | | |
| 1549467-202201-1 CHECK DATE: 02/08/2022 | | 02/01/2022 | 020822 | 341305 | 139.40 | 03/01/2022 | INV | PD | Data Processing |
| 102027 TWIN CITIES & WESTERN RAILROAD CO | | | | | | | | | |
| M900214-IN CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341306 | 125.00 | 02/26/2022 | INV | PD | OH LINE RXR CROSSING JONA |
| 110053 TX CHILD SUPPORT SDU | | | | | | | | | |
| PR0128220012725283 CHECK DATE: 02/01/2022 | | 01/28/2022 | 020122-2 | 341226 | 147.69 | 01/28/2022 | INV | PD | 012822 Payroll Child Supp |
| 102129 UNITED FARMERS COOPERATIVE | | | | | | | | | |
| 876231 CHECK DATE: 02/01/2022 | | 01/25/2022 | 020122 | 341213 | 416.50 | 02/25/2022 | INV | PD | DE-ICING SALT FOR CITY BU |
| 102037 ULINE INC | | | | | | | | | |
| 143797483 CHECK DATE: 02/08/2022 | | 01/14/2022 | 020822 | 341307 | 229.64 | 02/14/2022 | INV | PD | 11 x 14 black job ticket |
| 107745 US BANK NATIONAL ASSOCIATION | | | | | | | | | |
| 463302901 CHECK DATE: 02/03/2022 | | 01/21/2022 | 020322 | 341234 | 439.53 | 02/15/2022 | INV | PD | CCC COLOR COPIER LEASE PM |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 108071 US BANK NATIONAL ASSOCIATION | | | | | | | | | |
| 3<br>CHECK DATE: 02/01/2022 | | 12/02/2021 | 020122 | 341214 | 30,520.00 | 02/20/2022 | INV | PD | TAX ABATEMENT PMT 3-1706 |
| 104522 US FOODS INC | | | | | | | | | |
| 5957441<br>CHECK DATE: 02/08/2022 | | 01/26/2022 | 020822 | 341308 | 176.34 | 02/25/2022 | INV | PD | OAK 19 DISH MACHINE RENTA |
| 107815 UTILITY LOGIC LLC | | | | | | | | | |
| 13186<br>CHECK DATE: 02/01/2022 | | 01/25/2022 | 020122 | 341215 | 20.00 | 02/24/2022 | INV | PD | RETURN AIR MONITOR |
| 110333 VAN SLOUN, WILLIAM | | | | | | | | | |
| 10009279<br>CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341309 | 51.79 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-228 |
| 102102 VERIZON WIRELESS | | | | | | | | | |
| 9897971368<br>CHECK DATE: 02/03/2022 | | 01/23/2022 | 020322 | 341235 | 619.89 | 02/15/2022 | INV | PD | JAN CRADLEPOINTS |
| 102104 VESSCO INC | | | | | | | | | |
| 086486<br>CHECK DATE: 02/08/2022 | | 01/27/2022 | 020822 | 341310 | 301.40 | 02/27/2022 | INV | PD | WTP PARTS - PUMPHEAD |
| 107461 VITALS AWARE SERVICES INC | | | | | | | | | |
| 1198<br>CHECK DATE: 02/01/2022 | | 02/01/2022 | 020122 | 341216 | 4,900.00 | 03/03/2022 | INV | PD | Vitals subscription |
| 102133 WAGNER PRESS & GRAPHICS | | | | | | | | | |
| 34741<br>CHECK DATE: 01/27/2022 | | 11/08/2021 | 012722 | 341155 | 464.64 | 12/08/2021 | INV | PD | Fire & Ice Signage+INTERE |
| 34749<br>CHECK DATE: 01/27/2022 | | 11/10/2021 | 012722 | 341155 | 1,193.51 | 12/31/2021 | INV | PD | CCC Membership Letter+INT |
| 34940<br>CHECK DATE: 02/01/2022 | | 01/17/2022 | 020122 | 341217 | 154.00 | 02/06/2022 | INV | PD | Winter Parking/Warnings |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 34971 CHECK DATE: 02/08/2022 | | 01/24/2022 | 020822 | 341311 | 66.00 | 02/13/2022 | INV | PD | Business cards-Schmidt, K |
| | | | | | 1,878.15 | | | | |
| 102146 WATER SPECIALTY OF MINNESOTA INC | | | | | | | | | |
| 12583 CHECK DATE: 02/01/2022 | | 01/14/2022 | 020122 | 341218 | 1,801.44 | 02/14/2022 | INV | PD | Pool Chemicals |
| 12587 CHECK DATE: 02/08/2022 | | 01/29/2022 | 020822 | 341312 | 708.10 | 02/28/2022 | INV | PD | Pool Chemicals |
| 12589 CHECK DATE: 02/08/2022 | | 02/01/2022 | 020822 | 341312 | -65.11 | 03/01/2022 | CRM | PD | Return of a Pail of Pool |
| | | | | | 2,444.43 | | | | |
| 102157 MICHAEL P WELLENS | | | | | | | | | |
| 6974-DISCOUNT CHECK DATE: 02/03/2022 | | 11/03/2021 | 020322 | 341236 | 1,550.00 | 02/08/2022 | INV | PD | DISCOUNT LOST DUE TO LATE |
| 6974-INTEREST CHECK DATE: 01/27/2022 | | 01/03/2022 | 012722 | 341156 | 565.75 | 02/03/2022 | INV | PD | INTEREST ON PAST DUE INVO |
| | | | | | 2,115.75 | | | | |
| 102174 WHEELER HARDWARE COMPANY | | | | | | | | | |
| SPI125964 CHECK DATE: 01/27/2022 | | 12/29/2021 | 012722 | 341157 | 8,280.00 | 01/29/2022 | INV | PD | Install Key Card Locks CC |
| 102189 WM MUELLER & SONS | | | | | | | | | |
| 20210194 CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341313 | 17,712.30 | 02/28/2022 | INV | PD | RETAINAGE-2021 MILL & OVE |
| 273679 CHECK DATE: 02/01/2022 | | 01/19/2022 | 020122 | 341219 | 323.69 | 02/25/2022 | INV | PD | W/S STOCKPILE |
| | | | | | 18,035.99 | | | | |
| 110310 KATHERINE YANDELL | | | | | | | | | |
| 01032022 CHECK DATE: 02/08/2022 | | 01/03/2022 | 020822 | 341314 | 1,400.00 | 02/03/2022 | INV | PD | Water Safety Instructor C |
| 110343 ZILLOW HOMES INC | | | | | | | | | |
| 35614 CHECK DATE: 02/08/2022 | | 01/28/2022 | 020822 | 341315 | 52.93 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-314 |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 110338 ZUHLSDORF, CALI | | | | | | | | | |
| 32510 | | 01/28/2022 | 020822 | 341316 | 309.37 | 02/28/2022 | INV | PD | CREDIT BALANCE REFUND-527 |
| CHECK DATE: 02/08/2022 | | | | | | | | | |
| | | | | | 309.37 | | | | |
| | 299 INVOICES | | | | 2,134,082.87 | | | | |

** 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 |
|---|---|---|---|---|---|---|---|---|---|
| 100522 DEPOSITORY TRUST COMPANY | | | | | | | | | |
| 2022/02/01 DS-INT CHECK DATE: 01/28/2022 | | 01/28/2022 | 012822 | 3099 | 147,126.88 | 01/28/2022 | DIR | PD | DTC-DS PMT DUE 2/1/22-INT |
| 2022/02/01 DS-PRIN CHECK DATE: 01/28/2022 | | 01/28/2022 | 012822 | 3098 | 1,090,000.00 | 01/28/2022 | DIR | PD | DTC-DS PMT DUE 2/1/22-PRI |
| | | | | | 1,237,126.88 | | | | |
| 107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY | | | | | | | | | |
| 97252 CHECK DATE: 01/31/2022 | | 01/28/2022 | 013122 | 3105 | 1,829.06 | 01/31/2022 | DIR | PD | 012822 Payroll - HCSP Con |
| 107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY | | | | | | | | | |
| 97253 CHECK DATE: 01/31/2022 | | 01/28/2022 | 013122 | 3106 | 400.00 | 01/31/2022 | DIR | PD | 012822 Payroll - MNDCP Co |
| 101756 MII LIFE INCORPORATED | | | | | | | | | |
| 15956273-ANNUAL FEE CHECK DATE: 01/24/2022 | | 01/12/2022 | 012422 | 3089 | 1,500.00 | 01/24/2022 | DIR | PD | 2022 ANNUAL FEE |
| 15956273-JAN CHECK DATE: 01/24/2022 | | 01/12/2022 | 012422 | 3090 | 310.50 | 01/24/2022 | DIR | PD | JAN PARTICIPANT FEES-FSA |
| 40095020-2022 CHECK DATE: 01/27/2022 | | 01/25/2022 | 012722 | 3096 | 1,981.33 | 01/27/2022 | DIR | PD | 2022-1/27/22 FSA REIMB-HE |
| | | | | | 3,791.83 | | | | |
| 100927 INTERNAL REVENUE SERVICE | | | | | | | | | |
| 97246 CHECK DATE: 01/28/2022 | | 01/28/2022 | 012822 | 3100 | 134,494.47 | 01/28/2022 | DIR | PD | 012822 Payroll - SS, Medi |
| 101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES | | | | | | | | | |
| 97247 CHECK DATE: 01/31/2022 | | 01/28/2022 | 013122 | 3104 | 27,251.09 | 01/31/2022 | DIR | PD | 012822 Payroll - MN State |
| 101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM) | | | | | | | | | |
| 97248 CHECK DATE: 01/28/2022 | | 01/28/2022 | 012822 | 3102 | 13,952.89 | 01/28/2022 | DIR | PD | 012822 Payroll - 457 Cont |
| 106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM) | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 97251<br>CHECK DATE: 01/28/2022 | | 01/28/2022 | 012822 | 3103 | 4,683.58 | 01/28/2022 | DIR | PD | 012822 Payroll - Roth Con |
| 107499 OLD NATIONAL BANK | | | | | | | | | |
| 2022/02/01 DS<br>CHECK DATE: 02/01/2022 | | 02/01/2022 | 020122 | 3109 | 113,322.50 | 02/01/2022 | DIR | PD | ONB-DS PMT DUE 2/1/22 LOA |
| 104668 OPTUM BANK INC | | | | | | | | | |
| 97250<br>CHECK DATE: 01/31/2022 | | 01/28/2022 | 013122 | 3107 | 19,611.66 | 01/31/2022 | DIR | PD | 012822 Payroll - HSA Cont |
| 101498 PCARD | | | | | | | | | |
| 2022/0106-PC<br>CHECK DATE: 01/27/2022 | | 01/06/2022 | 012722 | 3094 | 20,961.78 | 01/27/2022 | DIR | PD | JAN 2022 NEW PCARD PURCHA |
| 2022/0312-PC<br>CHECK DATE: 01/27/2022 | | 01/12/2022 | 012722 | 3095 | 24,133.75 | 01/27/2022 | DIR | PD | JAN 2022 OLD PCARD PURCHA |
| | | | | | 45,095.53 | | | | |
| 101525 PITNEY BOWES POSTAGE | | | | | | | | | |
| 2022/0202-PB<br>CHECK DATE: 02/02/2022 | | 02/02/2022 | 020222 | 3108 | 50.00 | 02/02/2022 | DIR | PD | ANNUAL EFT FEE |
| 101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION | | | | | | | | | |
| 97249<br>CHECK DATE: 01/28/2022 | | 01/28/2022 | 012822 | 3101 | 94,928.13 | 01/28/2022 | DIR | PD | 012822 Payroll - PERA Con |
| 102066 US BANK | | | | | | | | | |
| 2022/02/01 DS 1620-1<br>CHECK DATE: 01/25/2022 | | 01/25/2022 | 012522 | 3092 | 1,172,845.76 | 01/25/2022 | DIR | PD | US B-DS PMT DUE 2/1/22 P |
| 2022/02/01DS 1620-11<br>CHECK DATE: 01/25/2022 | | 01/25/2022 | 012522 | 3093 | 1,645,829.63 | 01/25/2022 | DIR | PD | US B-DS PMT DUE 2/1/22 P |
| 2022/02/02 DS 5979<br>CHECK DATE: 01/25/2022 | | 01/25/2022 | 012522 | 3091 | 1,185,027.52 | 01/25/2022 | DIR | PD | US B-DS PMT DUE 2/1/22 P |
| | | | | | 4,003,702.91 | | | | |
| 102159 WELLS FARGO CORPORATE TRUST | | | | | | | | | |
| 2022/02/01 DS | | 01/27/2022 | 012722 | 3097 | 177,715.00 | 01/27/2022 | DIR | PD | WF-DS PMT DUE 2/1/22 P&I |

| INVOICE | P.O. | INV DATE | CHECK RUN CHECK # | INVOICE NET | DUE DATE | TYPE STS INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|
| CHECK DATE: 01/27/2022 | | | | | | |
| | | | | 177,715.00 | | |
| | | 21 INVOICES | | 5,877,955.53 | | |

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

Biweekly Report
**February 7, 2022**
**By**
**Matt Podhradsky**

**UPCOMING COUNCIL MEETING SCHEDULE**
With President's Day on the 3rd Monday of the month, our schedule for Council meetings will once again be shifted to accommodate for this holiday.

**February 7th:** We will have our normal Council meeting that will be held at the Chaska Event Center. Please note on the agenda that we will be getting together 15 minutes early (6:45) to do one final interview via Zoom with Gregg Davies who is up for renewal on the HPC. Other than that we will not have a Work Session prior to the meeting.

**February 21st:** No Council Meeting because of President's Day

**February 28th:** Second meeting of the month. It will once again be held at the Event Center and at this point, we do not plan to have a Work Session.

As we get into March, we will get back on the regular schedule of meetings on the 1st and 3rd Mondays of the month, and we are at this point looking to get the Council meetings moved back into the Council Chambers in March given the positive outlook for COVID cases looking a month out. If you have any questions about this, or are unable to attend a meeting, please let me know. Remember that we are currently under our Emergency Order, so if someone needs to Zoom into a Council Meeting, that is currently allowed.

**FRANCHISE AGRREEMENTS WITH MN VALLEY ELECTRIC COOP AND XCEL**
As we discussed during the budget process, one of the things that Staff is working on now is setting up our franchise agreements with Mn Valley Electric Coop and Xcel Energy for the service territory they have within our community. While both have had service territory in our community for decades, we have never had a franchise agreement established with either one of the utilities because their service territory has never had any development activity and had very few end users residing within their territory. However, with our Corporate/Industrial development now starting to take off in their service territories on the west side of Highway 212 and south of County Road 10, it now becomes much more important to make sure we have a franchise agreement in place with them to make sure that they are contributing fairly to the use of right of way for their utilities within the City, and that their end-users are being treated equitably with the residents and businesses within Chaska's Electric Territory where we have been charging a franchise fee to our end-users for over 3 decades. When the franchise agreement is in place, it will not only make sure that these utilities are contributing fairly to the use of public right of way for their utilities, and that we have standards we will expect for service within the community, but that all residents and businesses in the community will have exactly the same franchise fee show up on their bill (5%) so we make sure that we do not

create a competitive disadvantage for Chaska Electric users, and that we treat everyone equitably within the community.

After meeting with both Mn Valley and Xcel, we do think we will be ready to bring this item back to the Council for consideration at either the February 28th or March 7th meetings. Assuming the Council approves the Franchise agreements that night, there would be a 90-day period that each utility would have to get all requirements for customer and State notification take place and their billing system set up to add the franchise fee to their bills. This would mean that we would have the franchise fee up and in place by the time the first of the Industrial buildings in West Creek Corporate Center is open and occupied by end-users.

If there are any questions on this item do not hesitate to ask. It should be noted that along with the actions with Mn Valley and Xcel, we will also be moving to adjust our existing franchise fee with Centerpointe Energy to change them from a flat fee per customer to a 5% franchise fee just like Mn Valley, Xcel and Chaska will all have. This will make sure that every utility is treated the same and we do not create and advantage or disadvantage for any of them.

**GUARDIAN ANGELS SCHOOL REDEVELOPMENT**

Over the past few weeks, City Staff has been in discussion with Developers and leaders of Guardian Angel's Church about the re-use of the former GA School Building and Convent, along with the potential redevelopment of the east half of the block for a new use. As you may be aware, GA School permanently closed at the end of last school year, and the church currently has both the old school and the convent up for sale, with the intention of using the proceeds from this sale to renovate the Friary adjacent to the Church sanctuary for use as administrative offices and education space for education classes.

Currently, GA is working with the Carver County CDA and Community Asset Development Group on this project. What they are exploring now is the reuse of the old school building and convent as large apartment units, historically renovating the buildings to preserve them. Community Asset Development Group would then plan on taking the old playground area/east half of the block and developing a new apartment building.

As part of the discussions, the Developers have talked to the City about our potential interest in taking over the gym/kitchen space for public usage and programming. This is something that Staff is exploring now as we do think that this could potentially create a unique opportunity for programming within our downtown area, especially with elementary and middle school students, and to keep opportunities available going into the future for Guardian Angels to still have their traditional community events such as the Beef and Sausage Dinner, Angelfest, Fish Fries, etc… As we explore this more, we will be coming back to the Park Board and the Council with some potential ideas/concepts to see if this is a direction we may want to pursue.

We are excited to see a potential project down at GA that could help preserve these historic buildings in our downtown area going into the future, and to provide Guardian Angels with an opportunity to strengthen their church going into the future. Please let me know if you have any questions.

**FIRE DEPARTMENT ICE FISHING CONTEST**

Just a reminder that the Chaska Fire Department will be holding their annual Ice Fishing Contest this Saturday February 5th at Clayhole Lake in Firemen's Park. This event will go from 1-3 pm in the afternoon with both on-lake fishing and off-lake activities and food/beverage available. As always, the Fire Relief Association is currently selling raffle tickets for the event, with those purchasing the tickets being able to win even if they are not present at the event. This is a great annual event that draws a lot of people into the downtown and is well worth it if you have never had the chance to attend. If you have any questions about this, or are interested in purchasing any raffle tickets, just let me know.

# CHASKA PLANNING COMMISSION
# MINUTES
# DECEMBER 8, 2021

1. Call to Order
Chairperson Dahlke called the meeting to order at 7:00 pm.

2. Roll Call
Roll call was taken. Members present: Commissioners Lacey, Olson, Sailer, Urbanski and Chairperson Dahlke.

Members absent: Commissioners Brass and Rylee

Also present: Kevin Ringwald, Community Development Director; and, Liz Hanson, City Planner.

3. Adopt the Agenda
Motion by Commissioner Olson, second by Commissioner Sailer to adopt the agenda, as presented.
Motion carried.

4. Visitor Presentation
No one appeared under Visitor Presentation.

5. Approve Previous Meeting Minutes
   a. Approve the November 10, 2021 Planning Commission Meeting Minutes

Motion by Commissioner Lacey, second by Commissioner Olson, to approve the minutes of the November 10, 2021 Planning Commission meeting, as presented.
Motion carried.

6. Consent Agenda – None

7. Action Items

A. PUBLIC HEARING CANCELLED: Preliminary Site and Building Plan, Preliminary Plat, and Rezoning for West Creek Apartments/Community Asset Development Group/PC #2021-11

Chair Dahlke explained that this item is still on the agenda, but is no longer a Public Hearing, and is now a Concept Plan that will be discussed under item 7E.

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

Chair Dahlke noted that Commissioner Olson would recuse himself from this agenda item.

Commissioner Olson left the dais.

City Planner Hanson presented to the Commission.

Commissioner Sailer asked if the orderly annexation on Oak Creek's concept, continues west all the way to Victoria Drive.

City Planner Hanson confirmed that it would continue to Victoria Drive.

Commissioner Sailer stated that the previous concept and this concept have no ability to continue this neighborhood going west, so if anyone very wanted to develop it they would have to find a different access to that part of the property.

City Planner Hanson confirmed that this was correct.

Commissioner Urbanski stated that the residential area is looking for single family lots to be developed first with the apartments somewhere further down the road. He asked if the road along the railroad tracks would be developed as part of the first phase.

City Planner Hanson stated that this road would be developed during the first phase and be primarily part of the single family development.

Commissioner Sailer stated that he assumes that would also be the preferred construction route.

Community Development Director Ringwald noted that the Planning Commission can provide that direction.

Mike Sewell, DR Horton, 20860 Cambridge Court, Lakeville, explained that after receiving strong direction from the Commission, they have been working with the Kelzer family on another access point to come up with a route to the north, which is what they are presenting tonight. He noted that the Kelzer family has paid the assessment that was put on their property and would like this project to move forward. He stated that the reason that they took Clover Preserve across is because that is where the sewer and water will be going to cross and wanted to just disturb things once. He stated that they have attempted to respond to the feedback that they have received thus far from the City and the neighborhood meeting.

Chair Dahlke stated that he can tell there has been a lot of hard work put into this plan because of its difference from the original plan that was put before the Commission 18 months ago. He gave the opportunity for members of the public to give their input but asked individuals not to repeat comments that have already been made by others.

Mike Benson, representing Chaska Investment, 10118 Wild Duck Pass, Eden Prairie, expressed his appreciation to staff the Commission and noted that he will also be available to answer questions, if necessary.

Ray Lindner, 1401 Clover Preserve Lane, stated that he has provided documentation to staff and the Commission of multiple concerns that he believes are representative of a large majority of his neighbors.

There was a round of applause from the audience.

Mr. Lindner noted the neighbor's surprise when the revised plan came with the elimination of the access at Sophia and driving all of the access through Clover Preserve Lane. He stated that the north access point is an additional positive aspect, but there is still only one residential access going into this neighborhood from an existing neighborhood which he would like the Commission to look more closely at. He stated that he has heard multiple discussions related to the size of the development and explained that the increase in the number of units is significant which will affect the traffic flow. He noted that one thing that was left off the notes from the last meeting was the multiple concerns that were raised by the residents about safety for children that will be on Clover Preserve Lane. He stated that the traffic flow and access changes, even with the addition of the stub, still means a significant amount of traffic will likely utilize Clover Preserve Lane. He stated that he ran numbers of 4 trips/day from each household which equates to 75,000 trips/year that will travel that route and at 10 trips/day which is a common number would make the numbers of trips significantly greater. He stated that in the 2018 study, Clover Ridge Preserve was nearly at full capacity at the time it was conducted and noted that he is looking forward to the follow up traffic studies and hopes that they reflect 'real life' traffic and not COVID traffic. He asked the Commission to take all these impacts into consideration and would ask that they clearly direct that rea life traffic number be done and that there be consideration to the impact this will have on the residents of Clover Preserve Lane. He stated that he would also like to make sure that they take notice of statements about no building to the west or to the south that connects to this neighborhood. There are 30 foot access points that are provided and understands that with City planning it would be either 60 or 54 feet for a street. He stated that this is the preliminary plan, so he feels things can change and would like the City to direct that there be no connectivity into this from other areas. He stated that they also want to ensure that their safety concerns are taken into consideration because there are a lot of children that live along Clover Preserve Lane. He stated that another concern is with regard to the planned removal of hundreds of trees. The Clover Preserve Lane access butts up to Clover Preserve Circle at a 3-way intersection which he does not think it is the best type of intersection to go through especially in the morning as people are traveling in and out. He stated that this intersection was not built to handle a large amount of traffic. He stated that there are two playgrounds on Clover Preserve Drive one designed for small children and one on Hundertmark Road designed for older, unaccompanied kids. He stated that at Clover Ridge Elementary, the cul-de-sac where the kids cross is a zoo for about 30 minutes and the traffic backs up all the way down to Super America and Highway 41, which his neighbors had asked him to bring this up when he spoke to the Commission. He stated that the impact from this housing development will also put more load on the existing issues on the streets. He stated that he would also like to touch on the equity of planning, which to him, as a long-term resident, is the primary issue he has with the current plan because they have closed off Sophia Drive and Clover Field Circle in the Sagewood 2 development which means everything is going down Clover Preserve Lane. He stated that this results in an environmental impact from a quality of life standpoint for everyone who lives on Clover Preserve Lane. He asked why Clover Preserve Lane was not also truncated with a cul-de-sac and noted that utilities can go under dirt and does not have to be done under a street. He suggested that there could be walking paths put over the top, which can be easily replaced if they need to access the utilities and do work. He stated that one of the concerns mentioned in the Town Hall meeting was a need for a second access to the new development. He stated that he did some preliminary research by looking at Google maps and found multiple neighborhoods in the City that have single access points that are more than the number of houses that will be in this development. He stated that City also has the option of allowing access to the north or the south on future expansion through the annexation that was mentioned by Commissioner Sailer. He stated that his last point is regarding the trees and explained that the development of Clover Preserve when he moved in fifteen years ago, was a new development. He noted that he had lived on Hundertmark Road for seven years prior to moving. He stated they moved to Omaha and when they moved back, they were happy to move back to the same location as they had left. He stated that the one thing that really struck them about this development was that not only were they building new development on property that needed to be developed, but it was done with a sense of bringing nature back into the area. He stated that has mostly held up as he has seen development happening in the area, however, a few years ago when Clover Preserve Lane was approved to go in with Sagewood 2, they eliminated hundreds of trees. He stated that he has provided pictures to the City and when he hears them discuss preserving trees, it does not appear as though their heart is in it because there was a beautiful stand of full growth oak and maple trees that they could have been handled with a different approach that just taking them all down, but they chose not to. He asked the Commission to really think hard about what is being done on the west end because that stand of trees is still there with a creek going through it and there is an option to create a nice environmentally friendly space that can be preserved so people can enjoy it. He reiterated his request to 'T' off Clover Preserve Lane as has been done for other points in the area so they can eliminate the ongoing flow of traffic through the neighborhood. He stated that he thinks that there can be a solution that works out for all parties and asked that the Commission, if they choose to approve the Concept Plan, puts some strong direction for staff and developers to really consider what can be done related to the access to the neighborhood.

Steve Oaxaca, 2751 Clover Preserve Court, stated that in addition to the points raised by Mr. Lindner, he would also like to add a point related to equity of planning. When City Planner Hanson was presenting the issues around the tree preservation and the heritage tree, that the strongest concentration of trees were at the end of Clover Preserve Lane and he feels it makes no sense, if there is talk about tree preservation to extend that lane and cap Sofia. He stated that if they were considering tree concentration, they would do it the other way. He stated that his preference would be the cap both because he thinks it makes more sense to route the traffic out through the north lane so it can connect with Engler Boulevard, so traffic is directed away from the overly taxed Clover Drive.

Pablo Murillo, 1466 Clover Preserve Lane, stated that he has spent much of his life dealing with many elements of design, in many countries. He stated that he loves Minnesota and has found a very solid, uniform, fair, coalition of neighbors and noted that he serves on the HOA Board. He stated that Mr. Lindner did an amazing job raising their concerns. He stated that he would like to emphasize three points because he has heard a lot about trees and tree preservation, but he thinks children and safety is much more important. He stated that there is a group of about 100 neighbors who would like to work with the City and developer, but if things do not move forward in a fair way, they are prepared to take a different approach. He asked the Commission to take their concerns to heart and keep the wonderful reputation that the City has developed over the years. He stated that the residents chose this City and they are here to cooperate.

Kimberly Thompson, 2721 Clover Preserve Court, stated that she would like to strongly second the points that have already been raised by her neighbors. She asked about the apartment being proposed and the expected tenants that will be targeted.

Commissioner Sailer stated that from what they know at this point, it will be just general population and was not targeted to any specific group.

Ms. Thompson stated that the City is growing and asked about the expected population growth, including children, that the City is expecting with all of the development. She asked if the City has thought about this and taken into account whether the emergency services will be able to support that growth.

Chair Dahlke stated that emergency services, such as police and fire, are included in review of development plans.

Kevin Wendland, 2731 Clover Preserve Court, stated that he has lived in the area for 20 years and feels there was a misstep by the City by not informing Clover Preserve Court about what is going on. He stated that his background is in civil engineering and he knows that back in the 1980s, the average was 8 round trips/day and now he believes that average is up to 10 trips/day. He referenced Sagewood and how many trips a day that development generates and made note of the headlights beaming into their homes on Clover Preserve Court from all those trips. He stated that they are concerned about the additional homes adding even more headlights shining in their eyes. He stated that there are also children walking to and from school on the sidewalks and explained that he had witnessed a situation this morning of them having difficulty safely crossing the road because there was so much traffic. He expressed concern about adding another 1,500 cars and expecting it to be a safe situation. He stated that there is nothing at the end of Sophia so for any cars going down Sophia, the headlights just shine into a wetland and not homes like they do when they shine into Clover Preserve Court when people are coming down Clover Preserve Lane. He stated that this neighborhood is quite ethnically diverse and the optics of ramming a street through an area like this does not look good.

Byunghak Lee, 2711 Clover Preserve Court, noted that the points his neighbors have been making have resonated with him. He noted that when he first wakes up in the morning, he opens his blinds in order to check the weather and the window overlooks the intersection. He stated that there are times where there are dozens of kids standing in the area trying to cross the road. He shared a recent example of an incident with a school bus and a mother and children trying to cross the street. He stated that this is becoming more and more of an issue and thinks having Clover Preserve Lane as an exit will aggravate the issues. He stated that he thinks, from the beginning, the City needs to be very clear about this situation and the safety issues.

Chris Dian, 1457 Clover Preserve Lane, stated that he is very pleased with the turnout from their community and thinks many of the comments that have been made are based on 'community'. He asked the Commission to take a good look at the people who are here tonight who have invested in the community. He stated that this group of people have come together as a new neighborhood and melded into what he has found to be a phenomenal experience for his small children. He stated that it is people in this community that are coaches for their kids team, pay taxes, and spend money at the small businesses in Chaska. He asked the Commission to consider that the folks that are asking for a favor are the ones that are investing in the community with their lives and their families and the people that are looking to make a dollar do not even live in the community.

Wade Sorenson, 1456 Sophia Drive, stated that he has lived on Sophia Drive for about 18 years. He distributed a few diagrams to share with the Commission. He reviewed the diagrams and explained that the first diagram is the original Clover Preserve concept plan that was approved in May of 2000. He stated that it shows the western extension that was planned and the size of the roads in Clover Ridge. He noted that on the north side they can see where the apartment complex is being proposed and on the far side near the railroad tracks, it does say apartments and on the south side of the railroad tracks, it says multi-family, which in this diagram refers to townhomes. He stated that the comment made that there were always plans for apartments there is not exactly correct and wanted that to be clear for everyone. He stated that the size of the apartment building being proposed is gigantic with one single floor being 45,000 square feet which is over an acre of square footage per floor. He stated that he understands that when the applicant comes back for the Preliminary Plat the City will have to look at the floor area ratio but he thinks they are already looking at well over .5, which to him shows that it is far too big for the lot and will tower over the whole development and just won't look right. He stated that, to put things into context, the Clover Field apartments have a square footage of 18,000. He asked the Commission to consider this information and conclude that it just does not fit into this development. He asked what will happen to the remaining wetland when this project is completed. He noted that back in 2002 when the Clover Preserve second addition was approved, two of the stipulations were that Outlot B, which is the mailbox station, was deeded to the Jonathan Association and the second stipulation was for Outlot A, which was the wetland, to be deeded to the City, which was not done. He stated that he would like to know why that was not done and why the City does not already own this wetland. He asked if anything out there could be changed and explained that the sidewalks around the perimeter have been poorly maintained and snow is never removed and the sidewalks have a lot of cracks. He stated that he would like to understand what will happen with the wetland. He noted that one of the documents he submitted basically says that the Comprehensive Plan is irrelevant and non-binding. He stated that this area has been called green space for the last 20 years and now suddenly there are houses being put in this space. He asked what the plans are, to what extent it can be developed, and what will happen to it once the apartment comes in.

Commissioner Lacey asked about the traffic study that will be done. He addressed the developer and noted that they have heard some of the concerns that have been raised about traffic and safety and asked if the results of the traffic study would guide any decisions and considerations because of what they have heard tonight.

Mr. Sewell, DR Horton, explained that they have engaged with a traffic engineer and they have started laying out some preliminary locations and many are based on the original Sagewood from when they were here 18 months ago. He stated that one of the neighbors mentioned that there has been a change in traffic due to COVID, which is why they have held off on the traffic study. He stated that they are planning to move forward with one even though the world is not yet completely back the way it was, but noted that there is also a possibility that it will never get back to that point. He stated that when they receive the traffic information it will be shared with City staff and then they will decide if there needs to be any adjustments to their site design but confirmed that it will help them decide what to do. He stated that in conversations with the traffic engineer, the struggle is that everybody wants 212 to move east so they have been trying to work their design to push as much traffic as possible to the north which will help alleviate some issues in this area.

Commissioner Lacey asked how often the neighborhood group and the developer have gotten together. He asked if the developers had heard all of the feedback and concerns that have been given tonight. He shared examples from the past where groups on different sides have gone back and worked together to sort things out. He suggested that the two groups spend a bit more time together to discuss things and work through some of these issues, especially because this is currently in the concept phase.

Chair Dahlke explained that the concept plan is usually the developers best attempt at putting together what they have been guided towards by the neighborhood, City staff, the Planning Commission, and City Council. He stated that the point of presenting the concept plan is to take further comments and noted that he agreed with Commissioner Lacey's suggestion that more meetings can certainly happen between the interested parties.

Cassandra Koenig, 1478 Sagewood Circle, noted that they bought their lot in February of 2020 and moved in September. She stated that when she moved in there was still a significant portion of the neighborhood that was not done. She stated that they had the very first meeting to understand what the next phase and the association looks like a few months ago. She stated that there have only been a few chances for this discussion. She noted that the neighborhood has talked about it quite a bit, but they got the concept plan, got a notice of tonight's meeting, and then were shown a new plan. She stated that she does not think the neighborhood group is saying that they don't want the development of this new neighborhood, but it does not represent what they were told or what was contained in their contracts when they were ready to build with DR Horton. She stated that they did not buy lots to be a part of 'Hundertmark Highway' or have major streets, but instead bought them because it is a beautiful area of Chaska where they want to be and have as their neighborhood. She stated that the neighborhood group is happy to be part of any meeting that they can and while they realize they will not get everything they want, they do feel that there is room for things to be changed.

Mr. Lindner stated that he likes DR Horton and noted that they have been great doing things like fixing the sod in his yard when the trucks ran over it, and as a side note, has a busted sidewalk that he would like to talk to them about. He explained that he would like to discuss construction traffic. He stated that he cannot prove that a truck ran over the busted sidewalk in his front yard, but he can tell them that there was very large equipment unloading on his street in front of all the houses for about 6-8 months. He stated that routing any construction traffic through Clover Preserve Lane is not an option and the traffic must be made to go north. He stated that staff had already mentioned this, but he wanted to reiterate the point to the Commission and feels this should not be an optional suggestion but a directive. He referenced a picture that showed his neighbors lot looking out his front door. He stated that all of the trees shown in the picture were there when they built but are part of the big grove of trees that was eliminated. He stated that when there were meetings prior to the Sagewood development going in, they made requests about trees being preserved and things being done with that grove of trees. He explained that the people who lost the most were his neighbors, Ryan and Shannon Melville. He stated that they had asked for the developer to save half of a lot in order to save this grove of trees, but that did not happen. He referenced a picture that showed what it looked like after the removal of that grove of trees and stated that within one week, they all disappeared. He stated that he feels a golden opportunity was lost to have houses down one side, similar to Sophia, and there could have been a huge old growth, oak and maple grove of trees remain. He stated that when they discussed this with the developer they were simply told that they would take a look and think about it so, to Commissioner Lacey's point, they have had these meetings and he is happy to have more. He stated that he feels it is the responsibility of the Commission and the City Council to think forward about regarding what is being done with planning within the City and what environment that is being created. He stated that he moved to this location because he liked being able to walk the loop around the wetlands which is beautiful and is the kind of thing that people moved there for.

City Planner Hanson noted that there are two individuals on Zoom who have their hands raised and would like to speak.

Jeremy Ely, 1364 Romeo Court, stated that he is a community member that will be affected by this development and serves as president of the Jonathan Association. He stated that is beautiful and attractive land. There are trails that are stubbed near the apartment site that would be beneficial to extend. Secondly, the cul de sac proposed on Sophia Drive should be considered to be added to Jonathan. The third thing he addressed was traffic.

Mark Wegner, Twin Cities and Western Railroad, stated that he wanted to make sure that the developer consults with their engineers regarding site lines, safety at crossings, and drainage as it relates to their site plans. He explained that they want to be at the forefront. He stated that this would be the case for this development and the one later on the agenda and asked that both developers involve the railroad in their discussions.

Mr. Lindner asked about the farm access roads and what type of equipment would be moving through the neighborhoods. He stated that he assumes it will have to come through the northern entrance or through from the south which means it will come down through Clover Preserve Lane.

City Planner Hanson stated that she cannot respond to the equipment portion of the question, but noted that they are looking at relocating their railroad crossing because that will have to move westerly which is why the farm access points are shown where they are on the plans. She explained that they are looking at rerouting versus going all the way through the northerly access so it is more direct to their farmstead.

Mr. Pablo Murillo stated that at least 14 of the neighborhood members have unequivocally been promised that there would be no further development for many, many years. He stated that if he had known this was coming, he would never have bought property in this beautiful neighborhood. He stated that they had verbal assurances, which he believes, in the State of Minnesota, is law. He stated that he feels it is outrageous that there is such a distance between the marketing group of a company and their executives and directors. He stated that whoever the agent is that has been telling people that this would not happen, should have to answer that same question now. He stated that the neighborhood has been operating under the wrong assumptions and explained that he is not lying or exaggerating with his statements.

City Planner Hanson noted that there is one more person on Zoom who would like a chance to speak.

Beth Sanchez, Sophia Drive, stated that many people are talking about pushing the traffic to the north, but she would like to say that in the 2040 Comprehensive Plan and no where else has she seen a road going through. She stated that she understands that it can be done, but when they purchased their house, they purchased it because it was a wetland area. She stated that if she would have known that the City could change that, they would not have purchased a home that backed up to the wetland. To the south, they have trees that were taken down on the other side and this affects them as well as properties to the west. She stated that she understands that she is probably in the minority, but they purchased this house on the notion that they had a wetland to the north.

Commissioner Sailer thanked the residents for caring enough to show up to tonight's meeting and voice their concerns. He stated that this step is just the first in the process and reminded them that this is a concept plan. He noted that concept plans always change and this is just the first step towards making it better. He stated that regarding the Oak Creek Development, he personally likes two accesses in and out because it seems to work better. He stated that there has been talk about only having one and he is not sure if that is the best plan to connect the neighborhoods and keep a community feel. He stated that he thinks 107 homes is too many and suggested that when they come back at Preliminary Plan with their park concept, that they place the park where a few of the planned homes are located and not put by the creek or where the trees are. He asked that they work on keeping this area the way it is and not take trees down. He stated that to everyone who has expressed traffic concerns, nobody knows that traffic will be like moving forward and this may actually be the new normal because people are doing hybrid working as well as full-time at home, which means there could be 2 trips or 20 trips per house. He stated that he would like to see what the results of the traffic study are and then guide things further at that point, if homes need to be reduced, or access points need to be adjusted. He stated that this may be a good chance to improve a problem that already exists so it may be a win/win in that respect. He stated that there was a comment on the wetlands and right now he believes it is contemplated for them to be a possible donation to the City, but that has not been finalized. He reiterated that this is merely at the concept plan stage. He stated that to the residents who spoke who live on Clover Preserve Court, he would like to find a way to ensure that there is more screening in order to mitigate some of the headlight concerns. He stated that on Sophia Court, if the lots will remain as proposed, he would like to see them rolled into the Jonathan Association and would recommend that the developer pursue that outcome.

Commissioner Urbanski asked if there was any reason the City would not have development to the west or to the south someday.

City Planner Hanson stated that in terms of utility connections, it would not be able to serve that area from where this development is coming from. She stated that the other piece is that the guidance for that area is Rural Residential, so it is in the green belt area, so the density is already at a lower caliber than what is seen in a single family. She stated that there could be cluster development within that, but larger, more dense developments would not typically be part of that picture unless they go through a pretty extensive process with the City to amend the Comprehensive Plan.

A member of the audience stated that the property could be rezoned.

Commissioner Urbanski stated that when he looks at this and envisions it, it would be nice if he could wave a magic wand and make everyone happy. He stated that he thinks one thing that will make people happy would be to preserve the wetlands and the treed area. He cautioned that once those are gone, they are gone forever. He stated that he understands that there needs to be a certain number of homes in order to make a profit, but once this land is developed, it is the way it is in perpetuity. He stated that it would be nice to have some ghost platting to show an outlot that would at least allow for road connection to the south and possible to the west in the future. He stated that if that is the case, then perhaps the two cul-de-sacs could be left where they are. He stated that services would have to be extended through the wetland or treed area, but that will be minimal compared to what they are looking at. He reiterated that preserving the last little chunk of woods would be nice and suggested that perhaps it is just a north entrance at this time which will not allow great traffic flow through the rest of the neighborhood, but with a potential future ingress/egress from the south or the west, would allow traffic to move and also hook up future neighborhoods. He stated that the way it is currently designed, there will be segregation between neighborhoods into the future, if and when it were to development.

Chair Dahlke noted that his comments have already been covered by other Commissioners. He stated that one of the main focus items seems to be the traffic plan which will happen prior to Preliminary Plat. He asked for an explanation of who will conduct the traffic study and how that process works.

City Planner Hanson gave an overview of how traffic studies are conducted. She stated that when a developer does a traffic study, it is usually done with their own consultant, but staff works together with the developer to really create the scope of work for it in order to understand the target areas that need to be evaluated. She stated that it is a collaborative process, but is a study that will be initiated and paid for by the developer with a consultant of their choice.

Chair Dahlke noted that the results of the traffic study will be directly used to put together the Preliminary Plat and reminded everyone that tonight's meeting is simply to discuss the concept.

Mr. Lindner asked questions about the traffic study and stated that he had looked through the 2018 traffic study that was done for Sagewood 2 and Hundertmark Road was not included, and the access roads out to 212 were also not included. He stated that he would ask that the study include the entire neighborhood and covers where the traffic will really go and not just the one or two streets that are directly abutting the development.

City Engineer Clark stated that this is a great comment and noted that they have given the same feedback to the developer that they need to draw a bigger box around the area for the study. He stated that they have really given guidance to look at things holistically because the City also needs a level of certainty that they know what the impacts will be.

Motion by Commissioner Urbanski, seconded by Commissioner Sailer, to recommend 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, and including the input and comments presented this evening:

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 on the Clover Field Apartments site do not exceed 25 feet in height and comply with zoning section 9.24.

Commissioner Sailer stated that there is a lot to still be determined and planned. He stated that he believes the City will continue to move this plan forward in a way that is best for the community, but there need to be more 'knowns' and to work with the developers to come up with the best solution for the community.

Motion carried unanimously.

Chair Dahlke expressed his appreciation to the developers for the improvements they have made since the last concept plan was presented and encouraged them to continue to work with the neighborhoods and staff to ensure that they come back with a good Preliminary Plan.

Commissioner Olson rejoined the meeting.

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

City Planner Hanson presented to the Commission.

Commissioner Sailer asked if there was an idea of where to find more parking stalls.

Ashish Aggarwal, partner with AV Development, 16135 55th Avenue, Plymouth, explained that one of the things they kept in mind with their plans is to preserve as much of the green area as possible because it is such a beautiful site with a lot of wetlands in the back. He stated that many cities have one-to-one parking requirements for one bedroom and 1.5 to 2 requirements for two bedrooms. He stated that they felt that using a calculation of 1.6 was still on the higher side. He stated that he understands the City's two-to-one requirement and if the City really feels that they need more parking, they can work to find more parking, but reiterated that they wanted to preserve as much of the green space and wetlands as possible.

City Planner Hanson stated that they do not want all parking to be installed per code and explained that usually they like to see proof of parking that does meet the code, but does not necessarily need to be installed. She stated that way, if there was additional parking needed in the future there is the ability to do it, and noted that the City also encourages preservation of as much green space as possible, if the parking is not needed.

Commissioner Sailer stated that he can see both sides of this issue and did not, necessarily, want more pavement on the next submittal. He stated that he knows it is a really nice spot in terms of scenery, but from a resident side, he assumes everyone will have vehicles because there is not a ton of mass transit available on that street.

Commissioner Urbanski asked if there had been any thoughts about affordable housing for this project.

Mr. Aggarwal stated that they have not considered affordable housing at all because of the way the cost of construction is going right now. He stated that creating affordable housing units in a community like this is economically unfeasible. He stated that in his opinion, the best way to solve the housing crisis is to always encourage more housing.

Commissioner Olson stated that there are currently a few short trails that go off into the wetland area and noted that when it gets to the Preliminary stage, it would be good to know what opportunities there are to extend those and get trails into the wetland area. He asked what impact there will be on park amenities that this development and the one on the south will have for the current Jonathan Association park that is just south and east of this development. He stated that he would like to understand what the plans are for the park/recreation areas for both this apartment and the one to the south. He asked what the requirements were for this type of development.

City Planner Hanson stated that it is always good to understand the demographics that the units will be catering to in order to understand what type of amenities would be more suitable for the people living there. She stated that the City will need more information surrounding the demographics that they are suiting this apartment for in order to understand what the amenities should be.

Commissioner Olson asked if this was still in play with Jonathan Association.

City Planner Hanson stated that technically, it is not, because it is north of the train tracks, however, that does not mean there couldn't be a discussion around the issue.

Commissioner Urbanski stated that there are two concept plans in front of the Commission and both require traffic studies and asked if those would be done independently or in conjunction with each other.

Community Development Director Ringwald stated that they will look at the traffic study together.

Mr. Benson, Chaska Investment, explained that they are the fee owner of the land and have been working with the developers on this project. He stated in 2017, he engaged Westwood to update the tree survey and wetland delineation and they also developed the concept within the City's guidance in the 2040 Comprehensive Plan for this high density project. He stated that they engaged Maxfield Research to do a study and analyze the apartment market in Chaska. He stated that the short story is that Chaska can support about 150 units in the next 12-18 months, so there is a definite need and market. He stated that the demographic will specifically be millennials and empty nesters.

Commissioner Olson asked if that study could be shared with staff and the Commission.

Steve Kelzer, 2025 Pioneer Trail, explained that over the years they have been trespassed on a lot especially in Sagewood and Sofia. He stated that with this development, if the Commission is considering making a path close to his property, they do not want people jumping off it and would like to see signage or fencing. He stated that he just wanted to make the Commission aware that have a problem trying to maintain their life out there and are constantly being overrun.

Motion by Commissioner Sailer, seconded by Commissioner Lacey, 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.

Motion carried unanimously.

D. Recommend Approval of the Concept Plan for Chaska Creek Industrial Phase 3/Oppidan/PC #2021-10

City Planner Hanson presented to the Commission.

Commissioner Sailer asked about the plan for Creek Road as you travel south towards downtown and whether it was just going to stop somewhere after the Savannah roundabout.

City Planner Hanson stated that was correct and it would stub off.

Commissioner Sailer asked if the roundabout that was described near the site would initially be a driveway. He asked if the dimensions and specs of that was known yet or if it would come later in the process.

City Planner Hanson stated that the roundabout will be going in, so the City already understands those dimensions and noted that they are also slating right-of-way appropriate for the size of the collector road to extend through. She stated that they will get more details about the size of the driveway in the Preliminary phase.

Commissioner Olson confirmed that the south exit out of the roundabout has been platted as to where it will be located.

Jay Moore, Oppidan Investment Company, stated that this is the third building of an industrial park and noted that they have had a lot of early success with businesses that want to relocate from other communities into Chaska. He stated that they did have a neighborhood meeting and explained that they are going to try to work with the neighborhood and the City to have as little of an impact as possible on the existing homes.

Chair Dahlke stated that he read through the notes from the neighborhood meeting. He asked if there was any negative feedback to the information shared during the meeting.

Robert Panning, 11315 Wetzel Lane, stated that he would like to hear more about the proposed screening and noted that he is located right next to the property. He stated that he would like to address the zoning and explained that he had purchased the property 26 years ago right in the middle of the green belt. He stated that the City's Comprehensive Plan calls it a "permanent land use protection tool". He stated that it is not permanent, because it moved and went from his property to west of his property and now he is zoned Industrial Business Park. He stated that raises many questions about what the future of his property is aside from what is happening next to him. He stated that in the earlier discussion for the other neighborhood, they talked about developing west and how that couldn't happen currently because that would encroach on the green zone and noted that there is nothing 'permanent' about it. He stated that regarding the property being discussed, if it moves to Business, it will have changed 4 times since he purchased his property. He stated that it went from Light Residential, to Medium Residential, to Educational, and now it is being changed to Business. He stated that now his property is also Business and he would like to know the plan for the neighborhood. He stated that his specific comments for this property have to do with the screening and his concern is that depending on the trees they plant, he may not live long enough for them to do any good. He stated that he feels there will need to be a sizeable berm that blocks the light and sound and understands that to achieve this it may take moving the building a bit. He reiterated that he would like to hear more about sound and lighting abatement. He stated that he would like both to be minimized as much as possible, but moving forward, he would like to know the plan for the neighborhood since his property has been changed to Industrial Business. He stated that this change brings to mind questions like whether he should reside in his home as planned, or if the City will come take his property away in 5 years. He asked why he would make any improvements to his property if he is now zoned Industrial Business and the plan is to put up a building on his property.

City Planner Hanson explained that with the current 2040 Comprehensive Plan, it guides that area to be Business Park and thinks it was part of the southwest plan that they did around 2012 for how it would be long-term. She explained that this is when it changed from green belt to Business Park.

Commissioner Olson asked what that meant to the current residents that live there.

City Planner Hanson stated that when they are ready to develop, then that would be the guidance for those parcels and will be up to the property owners when they are ready for development.

Mr. Panning stated that across from his property is an open field, so even if he is not approached, he questioned whether they could approach that land owner and just put up a building directly in front of his driveway.

City Planner Hanson confirmed that the property is guided that way, for Business Park.

Mr. Panning asked what that would do to his property value and noted that it is a nice neighborhood that has been there a long time with the woods and the creek in the back.

Chair Dahlke stated that all Mr. Panning can go by is that right now he knows what the zoning is.

Commissioner Olson stated that it opens up a larger question that has been touched on with a few of the developments that have come up, regarding the bigger picture. He stated that things have changed over the last 20 years, specifically on the west side of the City relating to the future. He stated that Mr. Panning is stuck in the mix because they are the residents that have been there and things have changed around him and are on an 'island'. He stated that how the Comprehensive Plan has been adjusted opens the door, but noted that it does not mean anyone will actually walk in, but the door is open. He stated that with this particular parcel, somebody has walked in and the City has to address it. He stated that them walking through the door forces the City to really understand what they will do when the next entity walks through the door and he thinks that is important. He stated that the Comprehensive Plan is ever-changing, but when it comes to development, the City needs to talk about the here and now and what is reality. He stated that he agrees that there needs to be more understanding of what is to come and how it will be handled from a planning side for the rest of the area. He stated that the people in the neighborhood will be drastically impacted as things change around them and noted that berming and trees will not always be the answer. He suggested that the City really take a look at all the impacts with this plan because it is not just filling the space and adding to the tax base but is about the impact to those people that are living around it.

Commissioner Sailer stated that this is the first step of many and the next is with an elected body, the City Council. He suggested that Mr. Panning reach out to his City Council representatives with his concerns to ensure he has a voice at that meeting. He stated that the Commission will try to appease everybody on the development and the residential side, as much as possible, but for some things, their hands are a bit tied because they cannot just dictate and make certain things happen.

Mr. Panning stated that this is a body that makes recommendations to the Council and asked what their recommendation will be in this situation.

Commissioner Sailer stated that for concept plans, if things are within legal rights, the Planning Commission kind of has to move forward with a recommendation for approval because that land owner has the right to sell.

Mr. Panning stated that he does not hold out hope that six homeowners are going to be able to change this trajectory and reiterated that there appears to be no real plan in place. He stated that he feels like he is just wasting his breath.

Commissioner Urbanski assured Mr. Panning that he was not wasting his breath because the developers are sitting behind him listening, and the Commission was in front of him listening. He stated that as Commissioner Sailer stated, the Commission is a bit handcuffed in what they are able to do because they have to follow what is laid out by the law, however, everyone is paying attention to what Mr. Panning is saying.

Chair Dahlke explained that the developer has to follow the law and the City Codes and work with staff and the City Council to get a Preliminary and a Final Plan approved.

Mr. Panning stated that his bigger question is not even about just this property, but the properties to the north and south of him.

Commissioner Sailer stated that question is tough to answer because the Commission is not in the business of going out and buying and developing property and depends on what the land owners decide to do with it. He reiterated that the Comprehensive Plan guides what it can be and in Mr. Panning's unique situation, his property has had the guidance changed over the last 20-30 years from when he purchased it.

Commissioner Urbanski noted that Highway 212 was a good thing for a lot of people and not such a good thing for others.

Mr. Panning stated that they knew 212 was there when they bought the property and explained that they could only go by what the plan that was in place at that time, where Chaska Township was going to be annexed, but reiterated that this zoning was not in those plans.

Chair Dahlke stated that it is just the difference between the 2020 Comprehensive Plan to the 2040 Comprehensive Plan. He recommended that Mr. Panning be involved and keep a close eye on what happens between now and the Preliminary Plan, talk to his City Council representative to ensure they know how he feels, and share specific requests that he would like to see at that phase with regard to things like lighting and berms.

Community Development Director Ringwald stated that he agrees with the sentiment that these discussions need to continue.

Christy Haasken-Schuler, 9478 County Road 43, asked about the City's plan for the Creek Road and future utilities where the roundabout is located to Wetzel Road.

Commissioner Sailer stated that as he understands it, there is a roundabout going in adjacent to the property being discussed and Creek Road will continue on to the southeast, go underneath 212 and eventually meet up with Savannah which is on the southwest side of 212.

Ms. Haasken-Schuler explained that she was wondering what would happen in between the Creek Road between the two buildings from the roundabout west to Wetzel Road. She stated that she would also like to know the plan for this section and future development along Creek Road towards County Road 10.

Commissioner Olson stated that Creek Road is a thin two-lane road and now there will be two industrial buildings accessing it. He asked if the plans were to widen the road.

Community Development Director Ringwald explained that it will need to be rebuilt in that section.

Ms. Haasken-Schuler asked if the developer would be responsible for that.

Community Development Director Ringwald stated that the two developments in the City will be working on that stretch of road.

Ms. Haasken-Schuler asked if that included bringing public utilities to Wetzel Road.

Community Development Director Ringwald stated that was not part of the plan at this time. He stated that the City needs to understand what is happening out there because there are multiple ways to bring infrastructure to the area before and solid commitments are made on where the sewer will be put.

Ms. Haasken-Schuler asked that the City plan ahead so it does not just fall into the hands of a few property owners when this building is benefitting from a large access point.

Community Development Director Ringwald noted that the City just needs to know how big of a pipe to bring to the area and needs to make sure they do not overbuild their infrastructure.

Ms. Haasken-Schuler asked how discussion works with the property owners going along Creek Road to County Road 10. She reiterated that she hopes the City will plan for the future so that the infrastructure is, in a sense, easier to be accessed rather than re-busting up the roads or having large assessments for the property owners.

Community Development Director Ringwald explained that this is only one of the options for getting sewer in the area for Creek Road and shared examples of other ways to get sewer in the area.

Mr. Panning stated that his understanding is that for the medical building that went in, the infrastructure when north of Clover Ridge and these buildings essentially have no infrastructure and just has a pipe in the ground that acts as a holding tank and the City will pump it out.

Community Development Director Ringwald noted that this is only the short-term plan and explained that the City has a contract to build up Creek Road with the sewer and will be there at the time the demand is there.

Ms. Haasken-Schuler asked what the plan is from the roundabout to Wetzel Road because she is still confused about that.

Community Development Director Ringwald reiterated that there are multiple ways to get the sewer to the west.

Mr. Panning stated that he understands that lots of property owners would love for there to be sewer out there, but noted that he has no need for sewer and does not want to be assessed for it because it does not help him in any way. He stated that it goes back to his question about what the plan is.

Ms. Haasken-Schuler explained that this is where she is looking at a lot of the developers because for the buildings being put in, she feels a lot of that infrastructure should be done at their expense because they are the ones who are benefitting from it.

Community Development Director Ringwald stated that it is a good conversation to have with City Engineer Clark about those exact details because at this point, with a concept plan, they are not yet there.

City Engineer Clark stated that he welcomes having a conversation between planning and engineering because sewer is available and it is just a question of the timing on making sure it is available and the cost.

Mr. Panning asked about the plan for the intersection of Creek Road and Engler.

City Engineer Clark stated that the long-term plan with the County is that the access will be somewhat restricted in the future which is essentially why Creek Road, the roundabout and the upgrades need to be more self-serving. He stated that in the future it may be more of a ¾ type access that would still remain open but because of safety and the intersection spacing the access would become more closed off.

Mr. Panning noted that it is currently a dangerous intersection and with a business park going in and more traffic, it will only get worse.

City Engineer Clark stated that is part of the study and they worked very hard to look at the zoning that is there to make sure the roundabout was sized appropriately for the traffic demand but was not overbuilt.

Motion by Commissioner Olson, seconded by Commission Urbanski, 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 between the parking and loading dock area to the adjacent Wetzel Lane residents, and to be submitted at preliminary submittal.

Motion carried unanimously.

Chair Dahlke recessed the meeting at 10:00 p.m. and reconvened at 10:03 p.m.

E. Recommend Approval of the Concept Plan for West Creek Apartments/Community Asset Development Group/PC #2021-11

City Planner Hanson presented the item to the Commission.

Chair Dahlke asked who the on-staff person works will be employed by.

Dave Pokorney, Community Asset Development Group, gave an overview of the structure of how things will work. He stated that it is owned by the non-profit and they have an agreement with the CAP Agency to be the site property manager and noted that they manage two similar facilities in the Twin Cities area. He stated that they will also contract with Launch Ministry to provide the on-site case management support and there will be someone on site 24/7. He stated that there will be one person who lives on site and handles the overnights and weekends, but they do not yet know who that person will work for. He stated that the building will be about a $4 million building and there is another $3 million that has to be in place before they can start in order to cover operating losses through thirty years because people living in the units will not be paying enough rent to support the debt or operations and staffing.

Commissioner Olson asked what the ideal turnaround time would be from somebody entering to finding them some sort of permanent arrangement.

Mr. Pokorney stated that they cannot put a condition on that, but shared experiences from similar projects in the Twin Cities. He stated that the one in Edina has 36 units and one in Eagan has 24 units, the average turnaround time for people in those projects is about 20 months. He noted that they have raised $180,000 locally from 18 different businesses and individuals to sponsor the units and if people need it, the units will be furnished. He explained that when they leave, they can take everything with them in order to move on in a more traditional place. He stated that these plans have changed from two buildings down to just one building and gave an overview of the reasons and advantages of making that change. He stated that they are hoping to have final approval from the City by the end of March 2022, break ground by August of 2022, and open in the spring/summer of 2023.

Commissioner Sailer stated that he feels this current plan is a very nice plan and feels it is the best one the Commission has seen. He noted that he really appreciates that there will be on-site staff. He stated that it is a really good looking building and while it is unfortunate that there will be homeless people, he thinks they will be proud to live in this building.

Chair Dahlke stated that he also thinks it is important that this happen in the City so they can show leadership in this area to the rest of the County.

Commissioner Olson asked about the parking and if they will need to show the potential where parking could go at the Preliminary stage.

City Planner Hanson stated that if the Commission feels strongly about this issue it can be required as a condition of approval that they have a proof of parking plan. She stated that when this gets to the Preliminary stage, there will be a rezoning that will restrict the use of the property and the parking, specific to this use.

Mr. Pokorney stated that they have discussed this issue at a staff level and reminded the Commission that every unit with be an efficiency unit, so even if they became market rate apartments, those individuals would still only have one car per unit. He noted that it will be part of their lease that they will manage who has cars. He gave a brief overview of their financing and noted that they have a 30 year mortgage with 0% and no principle payments for the first 30 years, If, after that time they agree to keep it as affordable, they will also waive the principle. He stated that means there is certainty that it will stay with this use for 30 years and a high probability that it will be permanently this type of use.

City Planner Hanson noted that there is someone on-line that would like to address the Commission.

Doreen Bower explained that she lives one block from this site and is concerned about a patio being in front of the building because adults like to gather together which means it will get loud. She stated that she would prefer that type of space go on the back of the building.

Chair Dahlke stated that staff and the developer have listened to her concerns. He explained that this project is still just at the concept level and her concerns will be taken into account during the next step of the process.

Commissioner Urbanski stated that he thinks this is a great project and hopes that there comes a point when this type of project is not needed anymore. He stated that he thinks it will be beautiful to have this in Chaska.

Motion by Commissioner Lacey, seconded by Commissioner Urbanski, to recommend approval of the Concept Plan for West Creek Apartments, subject to the following conditions:

1. Approvals shall be based on the following concept exhibits:
    a. Existing Conditions Hickory Addition, prepared by Sathre Bergquist, Inc., dated January 12, 2021
    b. Tree Survey, prepared by Sathre Bergquist, Inc., dated April 23, 2021
    c. Site Plan, prepared by Sathre Bergquist, Inc., dated November 17, 2021
    d. Utility Plan, prepared by Sathre Bergquist, Inc., dated November 17, 2021
    e. Grading Plan, prepared by Sathre Bergquist, Inc., dated November 17, 2021
    f. Basin Plan, prepared by Sathre Bergquist, Inc., dated November 17, 2021
    g. Erosion Control and Topsoil, prepared by Sathre Bergquist, Inc., dated November 17, 2021
    h. City Detail Plates (pgs 1-3), prepared by Sathre Bergquist, Inc., dated May 19, 2021
    i. Tree Inventory Plan, prepared by 292 Design, dated November 2, 2021
    j. Landscape Plan, prepared by 292 Design, dated November 2, 2021

   k. Patio Enlargement, prepared by 292 Design, dated November 2, 2021
   l. Landscape Details, prepared by 292 Design, dated November 2, 2021
   m. Photometric Site Plan, prepared by 292 Design, dated November 12, 2021
2. Adherence to the City Engineers Memo dated December 8, 2021.
3. Compliance with section 9.11 Building Design/Materials in Multi-Family Residential.
4. Provision that modular face brick is used.
5. Provision to provide usable open space that meets zoning section 9.11.4.1.1A and to be submitted at preliminary.
6. Provision of a sidewalk on the west side of Hickory Street and safe pedestrian connection between the east and west sides of Hickory Street at the Chaska Blvd and Hickory St intersection, and to be shown at preliminary.
7. Parking on Hickory Street between Chaska Blvd and 4th Street will be prohibited.
8. Coordination with the City Engineer for the provision of public utilities to the site.
9. Provision of two fire hydrants on site to be in locations determined by the fire department, and to be shown on the preliminary plans.
10. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
11. Provision of a storm water management plan meeting City and Carver County WMO standards.

Motion carried unanimously.

8. Receive Other Meeting Minutes

A. Receive the October 4, 2021 Draft EDA Meeting Minutes
B. Receive the November 1, 2021 and Draft November 15, 2021 City Council Meeting Minutes

9. Other Business
Commissioner Lacey
- Commended City Planner Hanson for doing such a great job outlining the concepts of the various plans and noted that it shows that she has a real depth of knowledge about the subjects.

10. Adjourn
Motion by Commissioner Sailer, second by Commissioner Olson, to adjourn the meeting at 10:41 pm.
Motion carried.