PARK & RECREATION YOUTH INTERVIEWS
6:30 PM

AGENDA
CHASKA CITY COUNCIL
CHASKA EVENT CENTER - 3210 CHASKA BLVD & ZOOM
Monday, February 28, 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 February 7, 2022 City Council Meeting Minutes
7. Consent Items
   - 7.A. Temporary Liquor License for Southwest Chamber of Commerce
   - 7.B. Adopt Resolution 2022-14, Standard Allowance under the Revenue Loss Provision of ARPA
   - 7.C. Wetland Replacement Plan for Oat Ridge Commons
   - 7.D. Appointment of Human Rights Commission Chair and Vice-Chair
   - 7.E. Adopt Resolution 2022-18, Local Decision Making Authority in Planning, Zoning & Housing
   - 7.F. 2022 LELS Union Contracts (SRGT_Officer)

7.G. Adopt Resolution 2022-19, 2022 Downtown Reconstruction Project Feasibility Study

7.H. Reserve at Autumn Woods Wetland Replacement Plan

8. Action Items

8.A. Chaska Community Center Master Plan Citizen Task Force

8.B. Recommend Consultant for the Community Center Master Plan Architectural Services

8.C. Adopt Resolution 2022-15, Approving the Concept Plan for a Building Addition at Southwest Christian High School/Southwest Christian High School/PC #2022-10

8.D. Adopt Resolution 2022-16, Approving the Concept Plan for Frenz & Worm Properties/Forestar Group - Midwest/PC #2022-09

8.E. Adopt Resolution 2022-17, Approving the Concept Plan for the Chaska Tech Center/Amcon Construction/PC #2022-11

8.F. Purchase of Property at 216 4th Street West

9. Bills

9.A. ACCOUNTS PAYABLE COUNCIL ROSTER 2-28-2022

10. Other Business

10.A. City Administrator's Report

10.A.i. Biweekly 2-28-2022

10.B. Hawk Pride Recap

11. Adjourn

Chaska Economic Development Authority Meeting
Immediately following City Council

DRAFT

- MINUTES -
CHASKA CITY COUNCIL
FEBRUARY 7, 2022

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

2.Pledge of Allegiance

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

Absent: None.

Also Present: Matt Podhradsky, City Administrator; Kevin Wright, Communications Manager; Marshall Grange, Parks and Recreation Director; Jake Saufley, Attorney

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

5. Visitor Presentation
None.

6. Minutes

6.A. Approve January 3, 2022 City Council Meeting Minutes
Motion by Councilmember Grau, second by Councilmember Hatfield to approve the minutes of the January 3, 2022 City Council meeting.
Motion carried.

6.B. Approve January 24, 2022 City Council Meeting and Special Meeting Minutes
Motion by Councilmember Hubbard, second by Councilmember Huang to approve the minutes of the January 24, 2022 City Council Meeting and Special Meeting Minutes.
Motion carried.

7. Consent Agenda
City Administrator Podhradsky noted item No. 7(d) was removed and will be on the regular meeting agenda as item No. 8(b).

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

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

DRAFT

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

B. Audit Engagement Letter

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

C. Council Committee Assignments

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 Members Hubbard and Grau: Chaska Community Center Master Planning Task Force

~~D. Commissioner Appointments~~

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

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

8. Action Items

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

City Administrator Podhradsky introduced this item.

Parks and Recreation Director Grange provided background and information on this item. He stated Mary Monteith, Parks and Recreation; Dave Downs, Chair of Chaska Parks and Recreation Committee; Kyle Canter, COO of the Superlative Group (who will also serve as the Project Manager); and Aaron Caputo, Superlative Group Attorney are all present for any questions the Council may have.

Councilmember Hubbard asked if the $24,000 covers the entire cost of the investigation.

Councilmember Huang asked if they are going to look only at structures and if the town course will be included as a facility that will be reviewed.

Mr. Canter stated yes, the $24,000 will cover the entire review of facilities.

City Administrator Podhradsky stated he doesn't see a scenario in which the City doesn't recoup their investment from this investigation.

Mayor Windschitl asked if the naming rights give exclusive rights to using the facility as well.

Mr. Canter stated when it comes to facility usage they would take into account the amount being charged for use of the facility and it may be appropriate to package in a night or two of usage for the facility.

DRAFT

Councilmember Hubbard stated she would be interested to see if this is something the community will want.

City Administrator Podhradsky stated at the next meeting they will see a recommendation come back to them to put this in the Community Center Master Plan and part of that process is to have a survey done and asked specifics on what they would like to see.

Mr. Downs stated the timing of this is right because the Curling Center is a good sales tool and enticement to a sponsor and same with the Community Center, and agrees that the naming rights should be attached to the plan.

Councilmember Hubbard asked what the companies are looking for.

Councilmember Grau stated he thinks this could be great to have some other facilities for the community to use.

Mr. Canter stated in Irvine they wanted access to parking lots to do community events like blood drives and awareness events. Another partner wanted to have some holiday events to support and improve community events. He stated there are a lot of beneficial elements other than cash that can come from these partnerships.

Councilmember Hatfield stated it makes sense that they need to take the first steps before things fall into line and some of these questions they have will be answered later. She noted she is excited about the possibilities.

Councilmember Huang stated he is excited about it too and looking at the big picture they can see all the options and explore what will benefit them the most.

Councilmember Hubbard stated she is torn between wanting to see the City remain "The Best Small Town in Minnesota" and pursuing putting their logo and name on facilities that may create a lot of growth that could make residents of Chaska feel the City is no longer a small town.

Motion by Councilmember Huang, seconded by Councilmember Grau to Recommend City Council to authorize staff to enter into a professional services agreement with The Superlative Group.
Motion carried.

8.B. Motion to Accept Commissioner Appointments

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

DRAFT

Motion by Councilmember Hatfield, second by Councilmember Grau 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 Huang, second by Councilmember Hubbard to appoint Sienna White to the Human Rights Commission Student Position for the term February 1, 2022, to December 31, 2022.

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

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

Motion by Councilmember Huang, second by Councilmember Hatfield 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 Grau, second by Councilmember Hubbard to appoint Kristine Kohman to the Heritage Preservation for the term February 1, 2022, to December 31, 2022.

Motion by Councilmember Hubbard, second by Councilmember Huang 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.

9. Bills
9.A. Accounts Payable Council Roster 2-7-2022

Council requested further information on page 2.

City Administrator Podhradsky provided further information regarding those bills.

Motion by Councilmember Grau, second by Councilmember Huang 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
10.A. City Administrator's Report
    10.A.i. Bi-Weekly Report January 7, 2022
10.B. Other Meeting Minutes
    10.B.i. Planning Commission Meeting Minutes December 8, 2021

Councilmember Hatfield:

- Recognize and celebrate Black History Month

DRAFT

- Stated February 17th is Coffee with a Cop at Dunkin Doughnuts at 9am
- Stated February 17th there is a Food Distribution at the old Gedney Factory

Councilmember Grau:
- Wished his son, Noah a Happy 7th Birthday

Councilmember Hubbard:
- Wished Councilmember Grau's son, Noah a Happy Birthday
- Noted at the last Bicycle Committee meeting they were up in air about having an in person open house and the management team decided against it and instead are taking the documents of the Master Plan and putting them on the City website, opening it up for public comment, having some videos explaining the information in the Master Plan, and displays placed through the community
- She stated she is taking part in the Citizen Police Academy in Training, she has attended a couple sessions and looks forward to continuing to learn about the Chaska PD, noting its a great experience and enjoys seeing the engaged citizens
- Noted the Fireman's Fishing contest was a big success and thanked them for their hard work
- Congratulated Fire Chief Tim on his many years of service to the City and wished him many years of a wonderful retirement

Councilmember Huang:
- Congratulations to the Chaska Dance Team who placed 3rd at sections and that was the 25th time they have gone in history
- Stated the Downtown Business Alliance is having the Ice Gardens on the 18th – 21st
- Congratulated Fire Chief Tim on his retirement, he noted the Chief once said "it isn't hard to go into the building, but it is hard to send someone else into the building" he noted that speaks to his character and is an at testament to his leadership

City Administrator Podhradsky:
- Thanked Fire Chief Tim for helping his son during a potentially very dangerous situation in the past and stated he has a lot of respect for all they do
- Stated Elise Durbin is the new Assistant City Administrator from the Carver County CDA, and did a great job, she also worked for Minnetonka for 15 years and Hennepin County; he noted she starts February 28th and stated there were some really great candidates in the running
- Stated they met with Fire Department to discuss what's important in a leader as they evaluate the candidates and noted interviews will be in mid-March
- The last interview for the Electric Director Position is tomorrow and they expect to have it filled a few days later
- Noted they are exploring how to formalize the Chaska Cares Program and are looking at Communities of Belonging and using the resources available to help

Mayor Windschitl:
- Stated we have been fortunate to have strong candidates for all these positons that have been open

DRAFT

- Noted Bob is resigning from the SouthWest Commission, thanked him for his time as City Representative
- Stated Vasco Bernardi passed away on January 19th, noted he was a big part of getting northern Chaska where it is today, sending thoughts to his family
- Thanked Chief Tim for his impactful time as a leader and helping through hard times and the pandemic and will be missed
- Stated it was a great turn out at the fishing contest this past weekend, all 1500 tickets were sold
- Noted the ice sculptures and ice garden are coming soon
- Stated the next meeting is February 28th

11. Adjourn

Motion by Councilmember Huang, second by Councilmember Hatfield to adjourn the meeting at 8:47 pm.
Motion carried.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
02/28/2022

Subject: Temporary Liquor Licenses for the SW Metro Chamber of Commerce

Prepared By: Denise Beebe - Senior Clerk

The SW Metro Chamber of Commerce, 600 Market Street, #200, Chanhassen, Minnesota, 55317, has made application for a Temporary On -Sale Intoxicating License and a Temporary 3.2 Percent Malt Liquor License for the annual Taste of Chaska being held on Wednesday, May 11, 2022 with a backup rain date of May 18, 2022, at City Square Park. The licenses will permit them to sell wine and strong beer from 5:00 p.m. to 9:00 p.m. at this community event. Taste of Chaska has always proven to be an enjoyable event for the community that takes place every year.

All required paperwork is on file, and the fees have been paid. Staff recommends approval of the licenses.

CITY COUNCIL ACTION REQUESTED

Motion to approve Temporary On-Sale Intoxicating License TW.22-01 and Temporary On-Sale 3.2% Malt Liquor License T32.22-01 for the SW Metro Chamber of Commerce at Taste of Chaska.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
02/28/2022

Subject: **Standard Allowance under the Revenue Loss Provision of ARPA**

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

Background

Congress adopted the American Rescue Plan Act in March 2021 ("ARPA"), a $1.9 trillion coronavirus rescue package designed to facilitate the United States' recovery from the devastating economic and health impacts of the COVID-19 pandemic. The Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program, a part of the ARPA, includes $350,000 billion in funding for state, local, and tribal governments to support their response to and recovery from the COVID-19 public health emergency.

The City of Chaska ("City") has been allocated $2,949,418.32 in SLFRF pursuant to the ARPA.

In May 2021, the US Department of Treasury ("Treasury") published the Interim Final Rule describing eligible and ineligible uses of funds as well as other program provisions, sought feedback from the public on these program rules, and began to distribute funds.

On January 6, 2022, Treasury issued the final rule. The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process.

The City may use SLFRF to:

- **Replace lost public sector revenue,** using this funding to provide government services up to the amount of revenue lost during the pandemic**.**
- **Respond to the far-reaching public health and negative economic impacts of the pandemic, by** supporting the health of communities, and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts.
- **Provide premium pay for essential workers,** offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.

The final rule offers a standard allowance to calculate lost public sector revenue of up to $10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount, in many cases their full award, to provide government services, with streamlined reporting requirements.

Staff Recommendation

Staff recommends the City Council use SLFRF to replace lost public sector revenue and adopt a resolution to elect the standard allowance under the revenue loss provision of ARPA in the amount of $2,949,418.32 to be used for the general provision of government services.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2022-14 to Elect the Standard Allowance Available Under the Revenue Loss Provision of the Coronavirus Local Fiscal Recovery Fund Established Under the American Rescue Plan Act.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE 02/28/2022 RESOLUTION NO. 2022-14

MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER

RESOLUTION ELECTING THE STANDARD ALLOWANCE UNDER THE REVENUE LOSS PROVISION OF THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 ("ARPA"), a $1.9 trillion coronavirus rescue package designed to facilitate the United States' recover from the devasting economic and health impacts of the COVID-19 pandemic.

WHEREAS, The Coronavirus State and Local Fiscal Recover Funds ("SLFRF") program, part of the ARPA, includes $350 billion in funding for state, local, and tribal governments to support their response to and recovery from the COVID-19 public health emergency.

WHEREAS, $2,949,418.32 has been allocated in SLFRF to the City of Chaska ("City") pursuant to the ARPA.

WHEREAS, In May 2021, the United States Department of Treasury ("Treasury") published the Interim Final Rule regarding use of ARPA funds, describing eligible and ineligible uses of funds as well as other program provisions, sought feedback from the public on these program rules, and began to distribute funds.

WHEREAS, On January 6, 2022, Treasury issued the final rule regarding use of ARPA funds.

WHEREAS, The City may use SLFRF to replace lost public sector revenue, using the funding to provide government services up to the amount of revenue lost during the pandemic.

WHEREAS, The final rule allows the City to select between a standard amount of revenue loss up to $10 million or complete a full revenue loss calculation.

WHEREAS, The City, by selecting the standard allowance, may use the full amount of its ARPA funds, for the provision of government services, with streamline reporting requirements.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHASKA, MINNESOTA AS FOLLOWS:

1. The City elects the standard allowance available under the revenue loss provision of the American Rescue Plan Act in the amount of $2,949,418.32 to be used for the general provision of government services.

Passed and adopted by the City Council of the City of Chaska, Minnesota this 28th day of February 2022.

_____
Mark Windschitl, Mayor

Attest:_____
Deputy Clerk

REQUEST FOR ACTION
CHASKA CITY COUNCIL
02/28/2022

Subject: Wetland Replacement Plan for Oak Ridge Commons

Prepared By: Matt Clark, City Engineer

As the Local Governmental Unit (LGU) that oversees the Wetland Conservation Act process in Chaska, the City has worked with all regulatory agencies involved in commenting on the wetland replacement plan for the Oak Ridge Commons Development.

The Oak Ridge Commons Development project proposes a multi-use commercial/residential development over the 67-acre site. Wetland review of the site identified three jurisdictional wetlands, two of which will be impacted by the development while the third will remain protected, see exhibit A. A total of 0.087 acres of wetlands will be impacted and replaced at a 2:1 ratio, resulting in a 0.174 acre wetland credit purchase from Wetland Bank #1689.

City staff has worked with all regulatory agencies involved in commenting on the wetland replacement plan for the development. All said comments by state and local agencies have been addressed in the attached plan.

CITY COUNCIL ACTION REQUESTED

Motion to approve the wetland replacement plan for Oak Ridge Commons Development.

LEGEND:

WL WL WETLAND DELINEATION

WETLAND/STREAM IMPACT AREA

WETLAND BUFFER STRIP

MCKNIGHT LAKE

BIG WOODS LAKE

BUFFER ENDS AT 930.00'
(BASIN TOP BERM ELEV.)

35'
24'
35'
35'
35'

WETLAND 3
NO IMPACTS

EPHEMERAL STREAM A

STREAM IMPACT: 245 LF

OAK RIDGE DRIVE

WETLAND 2

WETLAND IMPACT: 1,383 SF

CB 961.50

CB 960.86

OAK RIDGE DRIVE

WETLAND 1

WETLAND IMPACT: 2,412 SF

N

0 50 100 200

SCALE IN FEET

WETLAND SUMMARY

WETLAND 1	2,412 SF	(0.055 AC.)
WETLAND 2	1,383 SF	(0.032 AC.)
WETLAND 3	12,504 SF	(0.287 AC.)

STREAM SUMMARY

EPHEMERAL STREAM A	245 LF

PROPOSED WETLAND IMPACTS

WETLAND 1	2,412 SF	0.055 AC.
WETLAND 2	1,383 SF	0.032 AC.
WETLAND 3	0 SF	0.0 AC.
TOTAL IMPACTS	3,795 SF	0.087 AC.

PROPOSED STREAM IMPACTS

EPHEMERAL STREAM A	245 LF
TOTAL IMPACTS	245 LF

ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

OAK RIDGE COMMONS
PLANNED UNIT DEVELOPMENT SUBMITTAL
HWY 41 & PEAVEY ROAD
CHASKA, MN

WETLAND/STREAM IMPACT & BUFFER PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

12-30-21
Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE	ISSUE
	FOR REVIEW ONLY PRELIMINARY NOT FOR CONSTRUCTION

PROJECT TEAM DATA

DESIGNED:	MK
DRAWN:	ST
PROJECT NO:	221-0004

Drawing name: X:\2021\210004\wetlands\210004buff.dwg Dec 30, 2021 - 1:49pm

BOARD OF WATER AND SOIL RESOURCES

Minnesota Wetland Conservation Act
Notice of Decision

Local Government Unit: City of Chaska	**County:** Carver
Applicant Name: RCS-RCA Oak Ridge, LLC	**Applicant Representative:** Sterling Black
Project Name: Oak Ridge Development	**LGU Project No. (if any):** 193805200
Date Complete Application Received by LGU: 9/7/21	
Date of LGU Decision:	
Date this Notice was Sent:	

WCA Decision Type - check all that apply

☐ Wetland Boundary/Type ☐ Sequencing ☒ Replacement Plan ☐ Bank Plan (not credit purchase)
☐ No-Loss (8420.0415) ☐ Exemption (8420.0420)
Part: ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G ☐ H Subpart: ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐8 ☐ 9

Replacement Plan Impacts (replacement plan decisions only)

Total WCA Wetland Impact Area: 0.087 acres
Wetland Replacement Type: ☐ Project Specific Credits: X Bank Credits: 0.174 acres Bank #1689
Bank Account Number(s):

Technical Evaluation Panel Findings and Recommendations (attach if any)

☐ Approve ☐ Approve w/Conditions ☐ Deny ☐ No TEP Recommendation

LGU Decision

☐ Approved with Conditions (specify below)[1] ☒ Approved[1] ☐ Denied
List Conditions:

Decision-Maker for this Application: X Staff X Governing Board/Council ☐ Other:

Decision is valid for: ☒ 5 years (default) ☐ Other (specify):

[1] *Wetland Replacement Plan approval is not valid until BWSR confirms the withdrawal of any required wetland bank credits. For project-specific replacement a financial assurance per MN Rule 8420.0522, Subp. 9 and evidence that all required forms have been recorded on the title of the property on which the replacement wetland is located must be provided to the LGU for the approval to be valid.*

LGU Findings – Attach document(s) and/or insert narrative providing the basis for the LGU decision[1].

☐ Attachment(s) (specify):
☒ Summary: The applicant submitted a request for the LGU to review the jurisdictional status of Wetland 1 to determine if the fill was within the Scope of the Wetland Conservation Act per Minnesota Statute 8420.0105. Subp. 2. D. Incidental Wetland. This was reviewed with the Wetland Conservation Act Technical Evaluation Panel (WCA TEP) on November 15, 2021. Findings from the WCA TEP Include: Wetland 1 is located near East Creek. The hydric soil near the site is Hamel which is 66-99% hydric thus has the potential to be wetland. The wetland area appears to be more than just a constructed road ditch. Incidental wetland could

not be confirmed so wetland was considered jurisdictional in the review of the Wetland Replacement Plan application. The Wetland Replacement Plan application was found to be in compliance with the Wetland Conservation Act. It includes impacts of 0.087 acres of wetland and replacement at a 2:1 ratio resulting 0.174 acres of proposed purchase from Wetland Bank #1689. The wetland impact exhibit from the Replacement Plan Application is provided as an attachment.

[1] *Findings must consider any TEP recommendations.*

Attached Project Documents

☒ Site Location Map ☐ Project Plan(s)/Descriptions/Reports (specify):

Appeals of LGU Decisions

If you wish to appeal this decision, you must provide a written request within 30 calendar days of the date you received the notice. All appeals must be submitted to the Board of Water and Soil Resources Executive Director along with a check payable to BWSR for $500 *unless* the LGU has adopted a local appeal process as identified below. The check must be sent by mail and the written request to appeal can be submitted by mail or e-mail.
The appeal should include a copy of this notice, name and contact information of appellant(s) and their representatives (if applicable), a statement clarifying the intent to appeal and supporting information as to why the decision is in error. Send to:

Appeals & Regulatory Compliance Coordinator Minnesota
Board of Water & Soils Resources 520 Lafayette Road
North
St. Paul, MN 55155
travis.germundson@state.mn.us

Does the LGU have a local appeal process applicable to this decision?

☐ Yes[1] ☒ No

[1] *If yes, all appeals must first be considered via the local appeals process.*

Local Appeals Submittal Requirements (LGU must describe how to appeal, submittal requirements, fees, etc. as applicable)

Notice Distribution (include name)

Required on all notices:

☒ SWCD TEP Member: Tom Genelin- tgenelin@co.carver.mn.us ☒ BWSR TEP Member: Ben Carlson
☐ LGU TEP Member (if different than LGU contact):
☒ DNR Representative: Collins, Melissa (DNR) <Melissa.Collins@state.mn.us>
X Watershed District or Watershed Mgmt. Org.: Carver County WMO - Kristen Larson
X Applicant: See above. ☒ Agent/Consultant: Keara Pringle, Environmental Specialist Alliant Engineering

Optional or As Applicable:

☒ Corps of Engineers:
☐ BWSR Wetland Mitigation Coordinator (required for bank plan applications only):
☐ Members of the Public (notice only): ☐ Other:

Signature:	**Date:** 1/26/22

This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
2/28/2022

Subject: Appointment of Human Rights Commission Chair and Vice-Chair

Prepared By: Kevin Wright, Communications Manager

City Ordinance states that the City Council is to appoint the Chairperson and Vice-Chairperson for the Human Rights Commission. The Council has historically relied on the members of the Human Rights Commission to recommend individuals for these two positions in order to make the appointments. On February 24, 2022, the Human Rights Commission voted to recommend Sarah Carlson as Chairperson and Celi Haga as Vice-Chairperson. The Human Rights Commission seeks Council approval of its recommendation.

CITY COUNCIL ACTION REQUESTED

Motion to appoint Sarah Carlson as Human Rights Commission Chairperson and to appoint Celi Haga as Human Rights Commission Vice-Chairperson.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
2/28/2022

Subject: Local Decision Making Authority in Planning, Zoning and Housing

Prepared By: Kevin Ringwald, Director of Special Projects

Background

For the past several years, legislative efforts have been made to limit authority of cities in relation to planning, zoning, and housing. The current legislative session has seen renewed efforts in this area with several bills being authored. The League of Minnesota Cities and Metro Cities have identified provisions of these bills that are particularly troublesome, those provision are:

- Mandates upzoning for all cities to allow duplexes and accessory dwelling units (ADUs) on all parcels;
- Establishes minimum 8 units/acre density for unsubdivided land;
- Eliminates planned and staged developments in metropolitan area;
- Removes long-standing city planning authorities, effectively privatizing planning functions;
- Limits the use of PUD's and aesthetic considerations;
- Preempts interim ordinances;
- Limits a city from requiring or allowing more than a one-car garage;
- Caps street widths;
- Restricts what metropolitan cities can count toward negotiated Affordable Housing Goals (with the Metropolitan Council); and
- Restricts several planning processes that are currently negotiated between cities in the metropolitan area and the Metropolitan Council.

As the council is keenly aware, control over the planning, zoning, and housing issues in any city are best solved at the local level, not the regional or state level. To this end, staff is requesting that the council support local decision making for planning, zoning, and housing and to forward that support to our representatives at the state legislature. Also, this should be forwarded to the organizations which support cities (i.e., League of Minnesota Cities, Metro Cities, etc.,) to allow them to advocate for our interests more effectively at the State Capitol.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2022-18, supporting Local Decision Making Authority in Planning, Zoning and Housing.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE 2/28/2022 RESOLUTION NO. 2022-18

MOTION BY COUNCILMEMBER_____ SECOND BY COUNCILMEMBER _____

A RESOLUTION SUPPORTING LOCAL DESCISION MAKING AUTHORITY IN PLANNING ZONING AND HOUSING

WHEREAS, local elected decision-makers are in the best position to determine the health, safety, and welfare regulations that best serve the unique needs of their constituents; and

WHEREAS, zoning regulation is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment; and

WHEREAS, local zoning regulation allows communities to plan for the use of land transparently, involving residents through public engagement; and

WHEREAS, cities across the state are keenly aware of the distinct housing challenges facing their communities and they target those local housing challenges with available tools; and

WHEREAS, multiple bills restricting local decision-making related to housing have been introduced in the 2021-2022 biennium.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHASKA that this Council supports local decision-making authority and opposes legislation that restricts the ability for local elected officials to respond to the needs of their communities.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 28th day of February 2022.

_____
Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

REQUEST FOR ACTION
CHASKA CITY COUNCIL
02/28/2022

Subject: 2022 Union Contracts

Prepared By: Matt Podhradsky, City Administrator

The City of Chaska has four bargaining units representing about half of our employees, with the other half being non-union employees. The 4 bargaining units that we have include:

- Teamsters Local 320: Representing all employees except support and Department Heads in the Water/Sewer, Public Works, Electric and Golf Maintenance Departments
- Law Enforcement Labor Services Local 385: Representing all our Sergeants within the Police Department
- Law Enforcement Labor Services Local 210: Representing all our Patrol Officers and Investigative Officers within the Police Department
- Law Enforcement Labor Services Local 447: Representing all our Lieutenants with the Police Department

With our last contract having expired at the end of 2021, we have been meeting for several months with representatives of each of these bargaining units to negotiate the next contract. At this point we have completed negotiations with two of the four bargaining groups, which includes our LELS Officer and Sergeants contracts. LELS Lieutenants and Teamsters will be submitted at a later council meeting once negotiations with them are complete.

In these negotiations, the following objectives are being utilized to help drive this process:

A. Maintain a competitive wage scale for members of the bargaining units in comparison to other metro communities between 25,000- 35,000 residents
B. Recognize the average cost-of-living increases of other similar Metro Communities, including the Cities surrounding Chaska, have been approximately 3%.
C. Recognize a significant concern of employees is the potential for continued escalation of insurance costs, and that the City's contribution towards the employee benefits package should be comparable to other similar Metro Communities.
D. Recognize employees in the City of Chaska are dedicated to the City and very productive public servants.
E. Recognize one of our Organizational Values is a "Commitment to our Employees".
F. Recognize the City's financial resources are limited.

The typical contract length we have sought in the past has been 2 years. This has been effective both because it creates stability for the City and our Union employees, and it creates predictability in budgeting on an annual basis. You will see the contracts in front of you tonight are proposed to be for 2 years, covering both 2022 and 2023. What is being proposed for our

Union contracts is very similar to what is budgeted and planned for our non-union employees as well. This equity between our Unions and our non-union employees has been critical in the past and helped demonstrate that we value all of our employees.

Proposed Contract Changes for 2022/2023

I have listed out any of the changes that are being proposed as part of the 2022/2023 contract by bargaining unit, as well as addressing some smaller compensation items within each of the contracts themselves. Please note these changes will only include LELS Officer and Sergeants as we are still in negotiations for the LELS Lieutenants and Teamsters.

For wage increase, each of the contracts would have wages increasing by 3%, which is identical to what was included in our 2022 budget and is identical to what all non-union employees received under our approved 2022 budget. It should be noted that that we added a "lookback provision" in the contract. What this lookback provision states, is that annually we will look back to ensure our COLA increase are in line with other comparable cities COLA adjustments. In this way we make sure over time our increases are staying consistent with the market and we do not fall behind. These market adjustments would not be retroactive but used to make sure our base is good moving forward in our future contracts.

Another important update to compensation is that we removed the start and the 6-month step in our officer contract and starting pay is adjusted to the 12-month step. This change will keep us competitive with an attractive starting wage.

As for contributions to employees' benefit costs, we are recommending no increase. As we saw an actual decrease in our premium costs for 2022, even with no contribution increase, employees will see benefit from this. This is consistent with what we approved in our 2022 budget and consistent with what was done for our non-union employees. We will meet later in 2022 to discuss employer contribution changes for 2023 once we have more information on whether we will see an increase or decrease in premiums.

Besides the main items of wages and benefits, below are other specific changes being recommended in each of our 4 union contracts:

LELS Patrol/Sergeant Police Contracts:

- **Field Training Officer Pay:** increased to 3 hours for a 12 hour shift (compared to 2 hours for 10 hour shift).
- **Training Pay:** If officers attend a training that is 8 hours or longer, that training will be credited with working the entire shift.
- **Holidays:** Holiday pay for police is moving to a holiday bank. The holiday hours will be placed into a bank on Jan 1st. This has to do with the way officers are scheduled and paid. The bank will make it more convenient and straightforward for police, and for backend processing. The amount that goes into a holiday bank will be based on which shift length the employee works (8,10, or 12).
- **Healthcare Savings Plan (HCSP):** Adjusted years of service contributions. Employer contribution is 1%. Officer contribution is anywhere from 1 to 3% depending on years on the job.

- **Uniform Allowances:** Increased by 3%.

CITY COUNCIL ACTION REQUESTED

Motion to approve employment contracts for 2022 between the City of Chaska and LELS Local 210, LELS Local 447 and LELS Local 385, with these agreements becoming effective January 1, 2022.

LABOR AGREEMENT

BETWEEN

THE CITY OF CHASKA

AND

LAW ENFORCEMENT LABOR SERVICES

Local #385

JANUARY 1, 2022 THROUGH DECEMBER 31, 2023

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ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2022, between the City of Chaska, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. (LELS) Local #385 hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

1.1 Assure sound and mutually beneficial working and economical relationships between the parties hereto;

1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and

1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, shall continue their dedication to the highest quality Police service and protection to the residents of the City of Chaska. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179.67, Subdivision 3, and Section 179.71, Subdivision 3, for all personnel in the following job classifications:

Sergeant, Detective Sergeant

2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

3.1 UNION: Law Enforcement Labor Services Inc. Local #385.

3.2 UNION MEMBER: A member of LAW ENFORCEMENT LABOR SERVICES, INC. Local #385

3.3 SUPERVISOR: A member of the exclusively recognized bargaining unit LELS #385.

3.4 DEPARTMENT: The Chaska Police Department.

3.5 EMPLOYER: The City of Chaska.

3.6 UNION OFFICER: Sergeant(s) elected or appointed by the Union.

3.7 CHIEF: The Chief of the City of Chaska Police Department.

3.8 WORK WEEK: The workweek shall average forty (40) hours, making a normal work year of 2,080 hours.

3.9 DEPARTMENT HEAD: The Chief.

3.10 SENIORITY: Length of continuous service with the employer.

3.11 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

3.12 LUNCH BREAK: A paid thirty (30) minute period during the scheduled/normal shift. REST BREAK: Two fifteen (15) minute periods during the scheduled hours of normal shift.

3.13 BASE PAY RATE: The Supervisors monthly base wage exclusive of longevity or any other special allowance.

ARTICLE 4 - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the sole right to operate and manage all manpower, facilities, and equipment in accordance with applicable laws and regulations of appropriate authorities.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6 - UNION SECURITY

6.1 The UNION may designate employees from the bargaining unit to act as representative(s) and shall inform the EMPLOYER in writing of such choice and changes in the position of representative(s). The representative(s) shall receive overtime, at time and a half, when attending contract negotiation meetings when off-duty, and when they will meet their overall scheduled hours for that week.

The employer shall allow use of internal e-mail and telephone for posting UNION notices and announcements that are non-partisan and anti-inflammatory communications.

6.2 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

6.3 The EMPLOYER shall deduct from the wages of supervisors who authorize such a deduction in writing, an amount necessary to cover monthly UNION DUES. Such monies shall be remitted as directed by the UNION.

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize REPRESENTATIVES designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and of their successors when so designated, as provided by 6.1 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE
It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the SUPERVISORS and shall therefore, be accomplished during normal working hours only when consistent with such SUPERVISOR duties and responsibilities. The aggrieved SUPERVISOR and an UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the SUPERVISOR and an UNION REPRESENTATIVE have notified and received the approval of the designated EMPLOYER REPRESENTATIVE who has determined that such absence is reasonable and would not be detrimental to the work of the EMPLOYER.

7.4 PROCEDURE.
Grievances, as defined by Article 7.1, shall be resolved in conformance with the following procedure:

Step 1. A SUPERVISOR claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYER. An EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, and shall be

appealed to Step 2 within ten (10)calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days will be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 3a. If a grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days of mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 or Step 3a and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances," as established by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based

solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 7 or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

ARTICLE 8 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Chaska. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 9 - Hours of Work:

9.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each employee through:

a) hours worked on assigned shifts;
b) holidays;
c) assigned training,
and authorized leave
time.

9.2 Holiday pay is to be calculated based on the supervisor's assigned shift. Authorized leave time is to be calculated based on the supervisor's assigned shift. A supervisor that works on a holiday shall receive the actual length of their assigned shift for the holiday hours worked.

9.3 Nothing contained in this Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

9.4 Supervisors shall be granted 30-minute paid lunch during a shift that the supervisor remains on continual duty. Break time allowance is part of the normal annual average workweek of forty hours. Employer may require that the lunch be taken at the work site.

9.5 A supervisor shall be compensated at the supervisors hourly rate one (1) hour of additional pay per shift at straight time or compensatory time at the supervisors discretion when he/she works their entire assigned work shift on the Friday and/or Saturday of Bonspeil Community Event, Friday and/or Saturday of River City Days, and the Saturday and/or Sunday of Labor Day, and Memorial Day weekends. A supervisor on overtime does not qualify for the one (1) hour of additional pay.

9.6 Sergeants assigned to work 12-hour shifts will have an average of 4 hours per payroll cycle over their 2080 schedule. The 4 hours of straight time will be notated on each timecard and placed into the Sergeant's comp bank.

ARTICLE 10 - SENIORITY

10.1 Seniority will be determined by the supervisor's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be determined by the Chief on the basis of time in grade and time within specific classifications.

10.2 A reduction of work force will be accomplished on the basis of seniority. SUPERVISORS shall be recalled from layoff on the basis of seniority. A SUPERVISOR on layoff shall have an opportunity to return to work within two years of the time of his layoff before any new employee is hired.

10.3 Vacation periods shall be selected on the basis of seniority until March 15 of each calendar year. Requests of more senior employees must only be sought in the same assignment. Example of assignment is patrol division, investigations, administration, etc. that could affect the specific scheduling of that assignment. Senior employees have a (10) day time limit from the date of vacation request to respond back to the requesting peace officer. No response back after the ten (10) days automatically grants permission to that requesting officer.

10.4 Seniority shall prevail. Senior qualified SUPERVISORS shall have first preference on the job.

ARTICLE 11 - DISCIPLINE

11.1 The EMPLOYER will discipline SUPERVISORS for just cause only. Discipline will be in the form of:

a. oral reprimand,
b. written reprimand,
c. suspension,
d. demotion, or
e. discharge

11.2 Suspension, demotions and discharges will be in written form.

11.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of a Supervisors personnel file shall be read and acknowledged by signature of the Supervisor. Supervisors and the UNION will receive a copy of such reprimands and/or notices at the time of discipline. Supervisors shall also be notified of any other document(s) which are added to or part of the Supervisors personnel file. In the event that a peace officer discovers that any such notice was placed in his/her personnel file without their knowledge, the formal grievance process may be applied based upon the time of discovery. Supervisors shall also be notified of any document removed from their personnel file.

11.4 Supervisors may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

11.5 Discharges will be preceded by a five (5) day suspension without pay.

11.6 Supervisors will not be questioned concerning an investigation of disciplinary action unless the supervisor has been given opportunity to have a UNION representative present at such questioning, as defined in the Peace Officer Discipline Procedures Act-Minnesota State Statute 626.89. The EMPLOYER and UNION will coordinate to ensure the process moves in a timely manner.

11.7 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article 7.

ARTICLE 12 - CONSTITUTIONAL PROTECTION

Supervisors shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 13 - OVERTIME

13.1 Supervisors will be compensated at one and one-half time the supervisor's regular base pay rate for hours worked in excess of the supervisor's regularly scheduled shift. Changes of shifts do not qualify a supervisor for overtime under this Article.

13.2 All continuous assigned work for a supervisor after fourteen (14) hours is double time. If a supervisor voluntarily signs up for a posted overtime work shift, which extends the supervisor assigned work shift this benefit does not apply. A supervisor who is asked, mandated, or required to stay or extend their work shift or an overtime detail will be paid double time after fourteen (14) hours of work. A supervisor that has court assigned after or before their work is not eligible for this benefit.

13.3 Overtime hours worked shall be paid either in the form of salary during the pay period in which they are earned or as compensatory time off. Final determination of form of payment shall be the City's responsibility. Determination of salary or comp will be determined on a case-by-case basis. A maximum of eighty (80) hours of compensatory time may be carried over from year to year. Approval must be granted by the Chief in advance of compensatory time off. A supervisor may cash out their compensatory time throughout the year. Any compensatory overage for the year will automatically be paid out on the last pay period of each year.

13.4 Overtime will be distributed as equally as practicable.

13.5 Overtime refused by supervisors will for records purpose be considered as unpaid overtime worked.

13.6 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

13.7 Overtime will be calculated to the nearest fifteen (15) minutes.

ARTICLE 14 - COURT TIME

14.1 A supervisor who is required to appear in court during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half times the supervisor's base pay rate or (3) hours minimum compensatory time at (1-1/2) times the supervisors base pay rate at the supervisors discretion. An extension or early report to a regularly scheduled shift for a court appearance does not qualify the employee for the three (3) hour minimum.

14.2 A supervisor who is scheduled for court during his/her off duty time shall check the Carver County Attorney's website after 4:30pm the day prior to confirm if their Court case is still listed. If the supervisor is not cancelled by email, phone, or on the website prior to 4:30PM the business day prior, a supervisor shall receive two (2) hours of pay at regular base rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the supervisor for the two (2) hour minimum.

14.3 A supervisor formerly employed by the Chaska Police Department shall be paid their last earned hourly wage for any court time performed.

14.4 In the event a supervisor is subpoenaed to testify in a private party litigation in a capacity other than that of an expert witness regarding an incident that has occurred within the scope of employment for the City of Chaska involving facts which the supervisor came to know while on duty as a supervisor, then the supervisor shall receive court time pay from the employer in accordance with the requirements as set forth in article XIV. The supervisor shall not be required to take vacation, PPL or compensatory time if the appearance occurs during their work shift.

ARTICLE 15 – CALL-BACK TIME

A peace officer, who is called to duty during his/her scheduled off-duty time, shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the peace officer's base pay rate.

A peace officer required by the EMPLOYER who is called to duty during his/her scheduled off-duty time with less than twelve (12) hours between the peace officer's work shifts, will receive double time at the peace officer's base pay rate for all hours worked. This would include the peace officer's last scheduled work shift for the week.

A shift extension does not qualify a peace officer for double time pay unless as stated in Article 13.2. The on-call Detective Supervisor, if on-call at the time of the callback, is not eligible for double time compensation unless stated in Article 13.2. A peace officer voluntarily accepting additional work shifts or contract overtime is not eligible for double time compensation unless stated in Article 18. In these described circumstances, overtime compensation is at one and one-half (1 ½) times the peace officer's base pay rate.

An extension or early report to a regularly scheduled work shift does not qualify the peace officer for the three (3) hours minimum.

ARTICLE 16 - VACATIONS

16.1 Vacation is earned and granted according to the following schedule:

Years of Service	Hours earned per month
Start 0 through 5 years	6.67 hours (80 hours annual)
6 through 10 years	10 hours (120 hours annual)
11 years	10.67 hours (144 hours annual)
12 years	11.33 hours (152 hours annual)
13 years	13 hours (160 hours annual)
14 years	14 hours (168 hours annual)
15 years	14.67 hours (176 hours annual)
20 years	16.67 hours (200 hours annual)

16.2 A supervisor may not accumulate vacation leave in an amount greater than one and one-half (1 1/2) times the amount that the supervisor earns in one years' time without the employers written approval.

16.3 All existing supervisors are eligible to choose to be on the Paid Personal Leave (PPL) plan on an annual basis. Once this decision has been made, the supervisor may not choose to go back on the vacation/sick time program.

16.4 PPL is earned and granted according to the following schedule:

Years of Service	**Annual Accrued Personal Leave/ Hours Per Month**
Start through completion of year 5	18 days (144 hours) 12 hours
Year 6 through completion of year 10	22 days (176 hours) 14.66 hours
Year 11	23 days (184 hours) 15.33 hours
Year 12	24 days (192 hours) 16 hours
Year 13	25 days (200 hours) 16.66 hours
Year 14	26 days (208 hours) 17.33 hours
Year 15	27 days (216 hours) 18 hours
Year 16	28 days (224 hours) 18.66 hours
Year 17	29 days (232 hours) 19.33 hours
Year 18	30 days (240 hours) 20 hours
Year 19 or more	31 days (248 hours) 20.66 hours

Supervisors choosing to convert over to the Personal Leave Plan shall have their existing banked vacation leave converted to personal leave on a 1:1 basis, and will be able to keep their sick leave bank available for future use, as defined by the Personal Leave Plan and Salary Continuation Plan. Supervisors at no time may accumulate personal leave to exceed two times the annual rate at which the supervisor earns personal leave.

16.5 Personal Leave Plan and vacation periods shall be selected on the basis of seniority until March 15 of each calendar year as stated in Article 9.3.

16.6 PPL time may be used in increments of less than 30 minutes.

16.7 Supervisors under the PPL and/or vacation plan shall receive three floating holidays (24 hours) and observe the same holidays as stated in Article 18.1.

16.8 For the purpose of PPL the definition of good standing means that the supervisor must give a minimum two-week (10 working days) notice unless a mutual agreement has been made between the supervisor and Employer to end employment earlier or the supervisor ends employment due to an injury/disability.

16.9 A supervisor under the PPL plan requesting leave under FMLA may use up to fifteen (15) days of accrued sick leave in accordance with FMLA Article 30. This is supplemental to the benefits in the Personal Leave Plan and Salary Continuation Plan.

All supervisors under the PPL plan will be governed by the City of Chaska Personal Leave Plan and Salary Continuation Plan, unless stated in this agreement. All supervisors continuing under the vacation/sick time program will continue to be governed by the language of this Labor Agreement unless stated in this agreement.

Annually, supervisors may designate 50 PPL hours to fund their Deferred Compensation Plan, Health Savings Account, or their paycheck.-

ARTICLE 17 - SICK LEAVE

17.1 A supervisor who has not elected the PPL plan shall accumulate one day of sick leave per month.

17.2 The Employer shall follow Minnesota State Statue 181.9413.

17.3 Sick leave usage shall not be subject to approval and verification by the Employer.

ARTICLE 18 - HOLIDAYS

18.1 The EMPLOYER shall recognize ten (10) paid holidays plus two (2) floating holidays as specified below:

New Year's Day	January 1
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February (Lincoln's and Washington's Birthday)
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

In the event that the State of Minnesota adopts any new holidays, the city agrees to recognize and adopt said holiday as an observed holiday.

18.2 Holiday leave shall be advanced to the Supervisor on January 1st of each calendar year. The holiday leave shall be placed in a holiday leave bank and calculated based on the Supervisor's assigned work shift and/or assignment (In accordance with article 9.2).

Supervisor will receive a holiday bank of hours on January 1 of each calendar year based on the peace officers assigned work shift and/or assignment:

- A Supervisor on an eight (8) hour work shift shall receive 96 hours of holiday leave.
- A Supervisor on a ten (10) hour work shift shall receive 120 hours of holiday leave.
- A Supervisor on a twelve (12) hour work shift shall receive 144 hours of holiday leave.

18.3 In the event that a Supervisor's work assignment and/or shift length changes during the calendar year, the Supervisor' holiday leave bank shall be adjusted (increased or decreased) based on the remaining holidays left in the calendar year their new assigned work shift length. The adjustment shall be applied beginning on the first full pay period of the new assignment and/or assigned work shift.

18.4 A Supervisor who works on any of the abovementioned holidays (as listed in 18.1) shall be compensated at the rate of double time for all hours worked on the actual holiday. This time may be taken as pay or compensatory time at the Supervisor's discretion, at their hourly rate.

18.5 A maximum of sixteen (16) hours of Holiday time may be carried over from year to year. Any Holiday overage will be automatically paid out on the last pay date in December of each calendar year at the peace officers' hourly rate at straight time.

18.6 A Supervisor on a fixed Monday to Friday schedule, if any of the aforementioned holidays falls on a Sunday, then Monday is the official holiday, and if any falls on a Saturday, then Friday will be the official holiday.

18.7 A peace officer on sick leave before or after a holiday may be required to have a certificate stating the nature of illness before holiday pay will be granted; however, a peace officer may use a vacation day, PPL, or compensatory time and still receive holiday pay.

18.8 A peace officer that works anytime on Christmas Eve or New Year's Eve shall receive four (4) hours of vacation/PPL time toward their vacation/PPL bank. A peace officer on a fixed Monday to Friday schedule that leaves at early close time shall not receive this additional benefit, but will not be charged vacation, PPL, or compensatory time for the time period that City Hall is closed. A peace officer on a fixed Monday to Friday schedule that works their entire normal assigned work shift on the Christmas Eve or New Year's Eve observed day shall receive four (4) hours of vacation/PPL time toward their vacation/PPL bank. A peace officer who is on a regular or scheduled day off is not eligible for this benefit.

18.9 A peace officer shall be compensated at the peace officer's current hourly rate one (1) hour of additional pay per work shift at straight time or compensatory time at the peace officer's discretion when he/she works their entire assigned work shift on the Friday and/or Saturday of Bonspiel Community Event, Friday and/or Saturday of River City Days, the Saturday and/or Sunday of Labor Day and Memorial Day weekends. A peace officer on overtime does not qualify for the one (1) hour of additional pay.

ARTICLE 19 - BEREAVEMENT LEAVE

Supervisors shall receive up to three (3) days for bereavement, memorials, family gathering or to attend funerals of members of the supervisor's immediate family defined as: spouse, children, stepchildren, mother, father, brother, stepbrother, sister, step-sister, grandchildren, grandparent, and step-grandparents of either the supervisor or supervisor's spouse. Up to two days shall be granted for the death of great-grandparents, aunt, uncle nieces, nephew(s) or if the employee is asked to perform the service of pallbearer. Funeral leave will be deducted from a separate city held bank and not the supervisor's accrued leave time. Any additional time or other funerals is to be taken off from vacation time, PPL, compensatory time, floating holiday time, or without pay. Funeral leave is per occurrence.

ARTICLE 20 - HEALTH AND WELFARE

20.1 Establishment of VEBA Employer shall make available a VEBA Plan and Trust described in summary and attached hereto as VEBA Attachment #1, to all qualified bargaining unit members who exercise their option to enroll in the high deductible health insurance program offered in Section 4, Subdivision 2 of this Article. Employer and supervisors' assent to and ratify the appointment of the trustee and plan administrator for the VEBA plan and Trust Identified in VEBA Attachment #1. It is intended that this arrangement

constitute a voluntary supervisors' beneficiary association under Section 501 (c) (9) of the Internal Revenue Code. . This plan year will begin on January 1, and end on December 31 of each year.

20.2 Benefits provided through the VEBA Employer shall provide the following welfare benefit arrangement through the VEBA Plan:

A health reimbursement arrangement for active employees

20.3 Payment of Administrative Fee Administrative fees allocable to individual accounts of active supervisors who are active participants in the VEBA and HSA Plans shall be paid by the employer. Administrative fees allocable to the individual accounts of former supervisors shall be paid from the VEBA account, and deducted from the total accrued amount of dollars that are allocated to that former supervisor in the VEBA account. If the VEBA Plan is terminated, or if Employee Contributions cease by agreement between the parties, administrative fees shall be paid from the VEBA account.

20.4 Employer Contributions to the Health Reimbursement Arrangement for Active Supervisors:

Subd. 1 Contributions to the Active Employees' Plan:

Employer will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in accordance with the following schedule:

$1,248 for each qualified supervisor who elects single coverage under the group health plan described in Subdivision 2; and

$2,496 for each qualified supervisor who elects Employee + Spouse, Employee + Child(ren), or Family coverage under the group health plan described in Subdivision 2.

The contribution will be made in thirds, with the first contribution on January 1st, the second contribution on May 1st, and the third contribution on September 1st. The employer will contribute $416 to the individual account each period for those supervisors who elect single coverage, and $832 to the individual account each period for those supervisors who elect family coverage under the group health plan described in Subdivision 2. Dollars in individual accounts shall not be eligible to use until they have been accrued.

If a qualified bargaining unit member enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry. This prorated share of employer contribution shall be based on the number of months remaining in the plan year. Any supervisor entering the VEBA plan on a date other than the first day of that month, shall receive the entire supervisor contribution amount for the month in which they enter (i.e. a supervisor entering the VEBA plan anytime during

the month of April would receive 9/12 of the total year supervisor contribution toward the individual's VEBA account).

All employer contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Subdivision 2 below, or on a date that the individual no longer in employed by the City of Chaska.

Subd. 2 High Deductible Health Plan/VEBA:

Employer shall make available a high deductible health plan described in summary and attached hereto as Insurance Attachment #1, to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, in the 2022 benefit year, the Employer shall contribute an amount not to exceed $932.00 toward the monthly premium cost for single group health coverage, and $1,306.00 toward the monthly premium cost for Employee + Spouse, Employee + Child(ren), or Family group health coverage. The employer' contribution toward the employee's premium shall be negotiated on an annual basis. The employer contribution toward the employee's premium shall be negotiated on an annual basis.

Current supervisors choosing the High Deductible Medical plan will be able to utilize dollars in the individual VEBA account to pay for those medical services that are currently covered under the high deductible health plan described in summary and attached hereto as Insurance Attachment #1. After an individual leaves employment with the City of Chaska, that individual will be eligible to utilize the dollars accumulated in the individual's VEBA account to pay for any medical services covered under IRS Code 213 (d).

20.5 HSA Qualified High Deductible Plans:

Employer shall also make available the group health plan described in summary and attached hereto as Insurance Attachment #2, to supervisors who do not elect coverage provided for under the provision of the high deductible health plan described in Section 4, Subdivision 2. With respect to all qualified bargaining unit members. Employer for 2022 shall contribute an amount not to exceed $1,036.00 toward the monthly premium cost for single group health coverage, and $1514.00 toward the monthly premium cost for Employee + Spouse, Employee + Child(ren), or Family group health coverage. The employer' contribution toward the employee's premium shall be negotiated on an annual basis.

Qualified bargaining unit members who elect coverage under this Section 5 shall not be entitled to receive Employer Contributions to the VEBA Plan. If a participant changes coverage from a high deductible plan in Section 4, Subdivision 2, to the alternative group health plan in Section 5 above, all contributions on behalf of a VEBA Plan participant shall cease.

As one of the health insurance plans being offered, the employer is making available a

Health Savings Account (HSA). Those choosing an HSA will receive the employer contribution laid out in section 20.5, with the employer covering the administrative costs of the HSA accounts.

All supervisors employed in a position in the appropriate unit shall, at a minimum, be enrolled in single coverage in one of the group health plans provided for under the provisions of this Article. In the event an eligible supervisor does not make a choice of plan coverage the Employer shall enroll the supervisor in the CORE medical benefit of the plan, which is the single-coverage VEBA high deductible medical plan.

The employer 2023 contribution toward the employee's premium shall be negotiated on an annual basis.

20.6 EMPLOYER will permit permanently disabled or retired supervisors over 50 and under 67 years of age to participate in the City's group health, VEBA, and welfare insurance plan, provided the supervisor pays 100% of the monthly premium for plan chosen.

20.7 In addition to the City's contribution toward life insurance, supervisors shall be permitted to utilize a portion of cafeteria plan to purchase additional life insurance. (Long-term Disability, and long-term care insurance.)

20.8 Survivors Health Insurance Coverage: Shall be defined under Minnesota State Statute 299A.465 in the event of the death or injury of an active supervisor.

20.9 The Minnesota Health Care Savings Plan (HCSP) is an employer-sponsored program that allows Chaska Peace Officers to save money, tax-free, to use upon separation of employment to pay for eligible health care expenses. HCSP is a tax-free account, which means contributions, and eligible reimbursements are not reportable on state or federal income tax returns.

This program will enrich the City of Chaska's benefit plan. The City of Chaska appreciates peace officers, who through long term service and dedication, contribute to making the city a successful and positive service provider. In recognition, the City acknowledges the following plan.

All eligible Chaska Supervisors under this contract shall participate in the Minnesota Post Employment Health Care Savings Plan established under Minnesota State Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the Supervisor will be deposited into the peace officer's post-employment health care savings plan account.

The Supervisor and Employer contribution shall be per pay period based off the Supervisor's monthly base wage and shall be placed into the Supervisor's HCSP account.

4 Years of service or more: Employer contribution **1%**
Supervisor contribution **3.5%**

Supervisors with Paid Personal Leave (PPL) and/or Vacation shall contribute 50% of their accrued leave upon separation of employment/service into their health care savings plan account but no more than 200 hours, at their final hourly rate. This program is designed for all Supervisors of the Chaska Police Department that are members of LELS #385.

ARTICLE 21 - SEVERANCE PAY

21.1 For all supervisors the City will pay 100% of the accumulated unused vacation or PPL time. However, a supervisor who voluntarily terminates his employment must notify the City at least two weeks ahead of termination date or the supervisor will forfeit the above severance pay. No severance pay will be given any supervisor who is discharged from his position because of disciplinary reasons by the EMPLOYER.

21.2 Prior to last day of service, a supervisor in good standing will receive a letter from the Department stating that he/she left employment in good standing and stated length of service to the City with such letter signed by the Chief.

ARTICLE 22 - JURY DUTY

In the event a supervisor is called for jury duty, he will receive his full salary while on jury duty if his jury fee, less expenses, is turned over to the City Treasurer.

ARTICLE 23 - TRAINING

23.1 TRAINING: Is defined as continuing education for Peace Officers, which is necessary to promote and ensure professional competence.

23.2 For command staff and departmental meetings and mandatory training, supervisors who are called in off duty will be paid at time and one half, for a minimum of one hour. A supervisor that is on a regular scheduled day off who attends mandatory training shall be paid for group breaks during the training and is eligible to submit per diem requests for meals not provided during the training. Mandatory training is annual mandated specific training by Minnesota Post Board or training determined to be mandatory that is assigned by the Chief of Police, a Chaska Police Supervisor, or a Department Training Instructor.

23.3 NON- MANDATORY: A Supervisor who attends training while off-duty that is not mandatory but satisfies POST requirements or enhances or benefits job performance a n d training has been approved from a Department Head or his/her designee shall be compensated at straight time up to FLSA limits. A supervisor who attends a training on a regular scheduled day off shall be paid for group breaks taken during the training and are eligible to submit per diem requests for meals not provided during the training.

A supervisor who attends training as part of an extra-duty assignment with said group on a regular basis while off-duty, that is non-mandatory, shall be compensated at straight time comp or pay as long as the training is 8 hours or less. The supervisor does not need to get such training approved. However, any trainings longer than 8 hours must be approved by the Chief of Police or his designee. Mandatory trainings for extra duty assignments shall still be compensated under article 23.2.

23.4 FTO COMPENSATON: A supervisor shall be compensated three (3) hours of additional pay at the supervisor's current hourly rate for each shift or partial shift the supervisor is assigned to work as Field Training Officer with trainee, Community Service Officer or a CERT member. This includes initial orientation, firearms, Taser, use of force training or evaluation of the trainee.

23.5 SCHEDULED SHIFT REPLACEMENT: A supervisor who attends a training that has been approved from a department head or his/her designee that replaces their regular scheduled normal shift, shall be compensated as stated in Article XII (HOURS OF WORK-Normal Shift) and shall be paid for group breaks taken during the training and are eligible to submit per diem request for meals not provided during the training.

23.6 MEALS

When a peace officer must stay overnight while traveling on official city business to attend professional training or conferences they are authorized and shall receive a per diem allowance for meals and incidental expenses at the daily Federal Per Diem rate authorized for the travel location. This rate can be found at: http://www.gsa.gov/portal/content/142071. Expenses exceeding authorized per diem allowances are the personal responsibility of the peace officer.

On the first and last day of travel supervisors will be reimbursed using the GSA partial day rate for the first/last day of travel. If a full day of training occurs on a travel day, the total meals and incidentals per diem rate is reimbursed.

When meals are included as part of a conference, seminar or registration fee, or provided by or paid for by third parties, supervisors must deduct those meals from the per diem reimbursement.

Lodging is not included in per diems. Supervisors should make arrangement at the preferred conference hotels when possible. Supervisors may use a p-card for lodging or can request reimbursement with an original receipt.

When peace officers are traveling on official city business to attend professional training or conferences and an overnight stay is not required, peace officers are still authorized and shall receive a per diem allowance for the particular meals required for the day though they are not authorized incidental expenses. The City of Chaska will pay a modified per diem rate per meal based on the Federal Per Diem rate authorized at the travel location and in accordance with their meal (after looking up per diem rate for location, the meal rate breakdown can be found at: http://www.gsa.gov/portal/content/101518).

Expense claims must be submitted to finance within 15 business days of return from training/conference. Although it is no longer necessary to submit receipts for meals or incidental expenses, all other claimed expenses must have appropriate documentation (lodging/airfare receipts, mileage reimbursement log or map, etc.).

Peace officers on official city business attending professional training or conferences that do not require an overnight stay shall receive a per diem allowance for the following meals (if not provided during the training or conference):

- Breakfast (if travel to the conference/training and/or the conference/training occurs prior to 7:00 a.m.)
- Lunch (if travel or the conference/training occurs during lunch)
- Dinner (if travel from the conference and/or the conference/training occurs after 6:00 p.m.)
    - The City of Chaska will pay the per diem rate per meal based on the Federal Per Diem authorized for the travel location. The meal rate breakdown can be found at http://www.gsa.gov/portal/content/101518. The per diem will be included in the employee's gross income and the appropriate taxes will be withheld if overnight travel is not required.

23.7 TRAVEL

DEFINITION: Travel time will be the actual time taken to travel by vehicle from the Chaska Police Department to the training location and back to the Chaska Police Department.

Supervisors attending any training will receive straight time for travel time as defined by 22.7. Supervisors will not receive travel time for any training occurring in the City of Chaska and/or training within 15 minutes of the Chaska Police Department. Supervisors attending scheduled shift replacement training will not be paid for travel time unless it exceeds the time of their normal work shift.

AIR TRAVEL: Any air travel time shall include: travel time to and from the airport from the Chaska Police Department; terminal and airtime; and travel time to the end destination. A supervisor shall receive straight time for air travel time. Air travel scheduled on a supervisor's normal work shift shall be considered a normal work shift.

ARTICLE 24 - NEGOTIATION MEETINGS

The UNION representative(s), or an authorized alternate, upon approval of the Department Head, may be absent from duty to attend union meetings.

For de minimis union activities, or when a union meeting is called, members shall be allowed to attend such meetings with Department Head approval, subject to calls, where police services are required and shall not count against the supervisors break time.

ARTICLE 25 – UNIFORM/EQUIPMENT/TECHNOLOGY COMPENSATION

25.1 The City of Chaska will provide required approved initial issue uniforms and equipment items to all new supervisors.

25.2 The City of Chaska will provide for all badges (including maintenance and repair), patches (police, badge, shoulder and name, name plates, insignia and/or stitching) on uniforms. All departmental purchased items will remain the property of the City of Chaska. Upon termination, separation, or retirement from employment, all initially issued items and departmental patches, insignia, and nameplates shall be returned to the City of Chaska upon request.

25.3 The City of Chaska will provide supervisors with mandated chemical defense irritant spray, reflective vests, reflective rain jackets, and two (2) body worn camera mounts, which will remain the property of the City of Chaska.

25.4 Uniform items, clothing, and equipment worn while performing police duties (including: footwear, watches, and eye wear) which is damaged or contaminated rendering it unwearable in the line of duty by an individual that is being arrested, detained, fought with, chased or that is seized as evidence shall be replaced in whole by the City of Chaska. Any restitution will be paid to the City of Chaska. Any uniform item that is damaged as the result of wear and tear or while performing normal duties (other than described above) will be replaced at the cost to the supervisor from his/her uniform compensation.

25.5 The City of Chaska will annually provide each supervisor with an annual uniform and equipment compensation of $1,603 for 2022 (3% increase) and $1651 for 2023 (3% increase), which will be paid in a regular payroll check as a lump sum consistent with IRS guidelines. Uniform allowance shall increase at the same percentage as the standard wage increase each contract year thereafter.

25.6 It is recognized by the employer and the supervisor that supervisors have unique uniform, and equipment needs above and beyond those of patrol officers. To address these additional requirements, the employer will provide the supervisors with additional annual uniform and equipment compensation of $473 for 2022 and $503 for 2023. This supervisor allowance will be paid in the same check as the normal uniform allowance. For newly appointed supervisors, this amount will be available upon successful completion of their initial probation period. The allowance shall be prorated for the remaining months in the calendar year, after probation ended.

25.7 Supervisors shall receive a monthly technology allowance of $50, intended to offset use of personal data/internet plans for work purposes, for a total of $600 annually.

25.8 Uniform/equipment, and supervisor's uniform, shall be paid on or about January 1st of each year. All uniform/equipment and supervisor's uniform allowance once paid is considered compensation and shall not be returned to the City of Chaska.

25.9 The City of Chaska shall provide the amount as defined in Minnesota State Statute 299A.38 for the purchase of body armor for peace officers, every five years, or from when the body armor is initially purchased. The body armor shall be of a certain quality and description as the (Level 3A) body armor. An internal vest carrier shall be included with the purchase of body armor. Should the state funds for the purchase of law enforcement body armor be cancelled at any time, this agreement shall be re-opened. If agreement is not reached within 30 days of re-opening, either party may refer the issue to binding arbitration.

25.10 All supervisors are required to purchase their own duty, back up, or off duty weapon(s).

25.11 After 12 months of service and completion of probation a City Personnel Action Form will be completed, and a supervisor shall receive compensation for a monthly prorated amount of the Supervisor uniform allowance based on the end of the probation and the end of the calendar year.

ARTICLE 26 – CELL PHONE

26.1 A supervisor will be provided a cell phone and usage plan by the City of Chaska.

ARTICLE 27 - FALSE ARREST

The EMPLOYER shall provide False Arrest Insurance.

ARTICLE 28 - INJURED ON DUTY

28.1 Supervisors on an eight (8) hour work shift injured on duty will receive full pay for a maximum of 720 hours while unable to work due to such injury. Supplementary payments for the first 720 hours shall be paid by the employer. Supplementary payments from the City will be deducted from a supervisors accumulated sick leave, PPL, or vacation only after the 720 hours have expired per injury. Supervisors on a ten (10) hour work shift injured on duty will receive full pay for a maximum of 900 hours while unable to work due to such injury. Supplementary payments for the first 900 hours shall be paid by the employer. Supplementary payments from the City will be deducted from a supervisors accumulated sick leave, PPL, or vacation only after the 900 hours have expired per injury. Supervisors on a twelve (12) hour work shift injured on duty will receive full pay for a maximum of 1080 hours while unable to work due to such injury. Supplementary payments for the first 1080 hours shall be paid by the employer. Supplementary payments from the City will be deducted from a supervisors

accumulated sick leave, PPL, or vacation only after the 1080 hours have expired per injury.

28.2 Any compensation payable to the supervisor under Workmen's Compensation insurance will be reported to the EMPLOYER. The EMPLOYER shall make supplementary payments to the supervisor to make up the difference between workmen's compensation and his normal rate of pay. Supplementary payments from the City will be deducted from a supervisor's accumulated sick leave or vacation only after 90 working days have expired. The employer shall pay supplementary payments for the first 90 working days.

28.3 A supervisor who claims an absence from work due to an injury sustained on the job shall provide, if requested by the EMPLOYER, a statement from the supervisor's attending physician as to the nature of the injury.

28.4 Any supervisor who claims an absence from work due to an injury sustained on the job is subject to an examination to be made on behalf of, and paid for by, the EMPLOYER. The examination shall be conducted by a person competent to perform such, and will be designated by the EMPLOYER.

28.5 As provided for through the City of Chaska's Worker's Compensation policy coverage, treatment for exposure and/or acquiring a communicable disease directly related to work-related activities, shall be considered a work-place injury, subject to all the benefits and employee requirements listed above in this section of the agreement.

ARTICLE 29 - PEACE OFFICER LICENSE

The EMPLOYER will assume the cost of the peace officer license required by the State of Minnesota. Each supervisor is responsible for maintaining and renewing the license.

ARTICLE 30 - PROBATIONARY PERIOD

A probationary period for SUPERVISORS shall be one year from the date of promotion. If the Chief of Police does not feel a supervisor meets the expectations of a SUPERVISOR'S role during probation, they shall be assigned back immediately as a Patrol Officer. This does not affect situations where a supervisor could be terminated from employment for just cause.

ARTICLE 31 - FAMILY AND MEDICAL LEAVE ACT (FMLA)

A supervisor requesting leave under the (FMLA) shall, at the supervisor's discretion, be able to take leave from any of the accrued leave time banks provided for by this contract, however a supervisor will be limited to fifteen (15) days of sick leave use per occurrence.

Accrued leave time shall include PPL, Vacation, Sick Leave, Compensatory Time, and Floating

Holiday Time.

The supervisor may request a leave of absence without pay, pursuant to the (FMLA), as well.

ARTICLE 32 – COMPENSATION

32.1 WAGES

On January 1, 2022 supervisors shall receive a 3% normal wage increase. The monthly base will be $8920.66 for 2022. On January 1, 2023 supervisors shall receive a 3% normal wage increase. The monthly base will be $9188.28 for 2023.

Newly appointed supervisors will be paid 96% of the base rate for the first six (6) months, 98% for months seven (7) through twelve (12), and 100% thereafter.

The City of Chaska and the UNION have agreed upon the following list of comparable agencies for wages: (Brooklyn Center, Champlin, Cottage Grove, Elk River, Golden Valley, Hastings, Hopkins, Inver Grove Heights, Minnetonka, Maplewood, New Brighton, Oakdale, Prior Lake, Savage, Shakopee, South St. Paul, Stillwater, and West St. Paul). The EMPLOYER and UNION agree to obtain contract adjustment percentages on July 1st, 2023, from the aforementioned agencies. An analysis will be completed to find the percent average for those contract wages (starting and top). If it is found that a 3% increase was lower than average percent calculated in 2023, the difference will be applied to the base wages in (section 32.1) effective December 31, 2023 at 11:59 p.m. The Employer and Union will negotiate wage increases for the subsequent contract.

32.2 SPECIALTY PAY FOR PERMANENT ASSIGNMENTS

Those supervisors assigned to Detective Sergeant, Executive Officer (Sergeant), or other non-patrol position shall be paid 5% above the rate for which the supervisor is eligible to be paid as set forth in Article 31.1.

32.3 LONGEVITY PAY

In addition to their base pay, supervisors will receive the following additional percent of their monthly pay:

Longevity Pay	
After 4 years of service	3%
After 8 years of service	5%
After 12 years of service	7.5%
After 16 years of service	9.5%
After 20 years of service	11%

32.4 TRAINING/INSTRUCTOR OFFICER PAY

On January 1st 2022 a supervisor assigned to instruct annual mandated state and/or departmental training shall receive $85 per month for a total of $1020 per year and in 2023 $90 a month for a total of $1080 per year.
Instructor pay shall increase $5 per month ($60 per year) each contract year thereafter.

32.5 SUPERVISOR DIFFERENTIAL PAY

32.6 A supervisor that works between 6 PM and 6 AM shall receive differential pay per hour for each hour worked under the following conditions:

32.7 A supervisor on a day shift schedule shall earn their normal rate of pay as defined in the contract and is not eligible for differential pay.

32.8 On January 1, 2022, the peace officer Differential Pay Rate shall be $.75 cents per hour.

32.9 A supervisor on the night shift shall earn an additional $.75 cents per hour for all hours worked based on the peace officer's normal rate of pay. A peace officer on the night shift shall receive differential pay until 7 AM.

32.10 A supervisor on the afternoon shift shall earn an additional $.30 cents per hour for all hours worked based on the supervisor's normal rate. The $.75 cents per hour shall be spread out over the entire length of the shift based on the formula below.

32.11 A supervisor working an alternating/rotating schedule/shift or modified shifts between 6 PM to 6 AM not mentioned above shall receive differential pay. The $.75 cents per hour shall be spread out over the entire length of the shift based on the formula below.

32.12 A supervisor working the afternoon shift, alternating/rotating schedule/shift or any modified shifts between 7 PM to 6 AM shall use the following differential formula for differential pay: Differential hours worked (between 7 PM to 6 AM) in a pay period times (x) $.75 cents divided by 80 hours equals the supervisor's differential pay rate. Example: A peace officer has worked 32 differential hours times (x) $.75 cents divided by 80 hours equals $.30 cents. The supervisor's differential pay rate is $.30 cents for all hours worked including overtime. This formula is not required for the night shift since the entire shift earns the additional differential pay of $.75 cents per hour.

32.13 A supervisor that voluntarily trades a shift(s) will be eligible for differential pay based on their regularly scheduled shift they are currently working at the time.

32.14 All overtime hours worked during a pay period including court time, training time, and holidays shall be paid at the differential pay rate for what shift/schedule the supervisor is on at the time.

32.15 A supervisor scheduled to work a shift that is eligible for differential pay shall receive the differential rate/payment for an absence due to usage of vacation, compensatory, sick, PPL, or funeral leave time.

32.16 Compensatory time shall be paid at the differential pay rate that the peace officer is working based on the shift/schedule the peace officer is working at the time.

32.17 A peace officer shall be compensated in accordance with Article 31 (Compensation).

ARTICLE 33- ON CALL

33.1 SUPERVISOR MONTHLY PATROL ON CALL

A supervisor shall receive 20 hours of straight time compensation based on the supervisor's normal hourly rate for each month the supervisor is the primary on call. The time may be taken as pay or compensatory time at the supervisor's discretion. A monthly on call supervisor is expected to answer their phone or return a call as soon as possible or practical during the month they are the primary on call supervisor. No other geographical or other restrictions shall apply.

33.2 SUPERVISOR INVESTIGATOR/DETECTIVE (Detective Sergeant) ON CALL

Supervisors assigned to investigator/detective "on-call" rotation shall receive ~~17.5~~ 18 hours of straight time pay or compensatory time per week (7 days) or (2.5) hours per day (except Saturday) for each day on "on-call" at the supervisor's current hourly rate at the supervisor's discretion. Each day of "on-call" shall consist of a 24-hour period of "on-call" service.

33.3 Supervisors working investigative/detective "on-call" may have another peace officer substitute and fulfil l their supervisor/detective "on-call" obligations. The substituting peace officer shall be the only one that shall receive supervisor/detective "on-call" compensation.

33.4 A Supervisor working investigative/detective "on-call" on a Saturday shall receive 3 hours of straight time par or compensatory time at the Supervisor's current hourly rate, at the Supervisor's discretion.

33.5 A supervisor working investigative/detective "on-call" on a designated holiday as stated in 18.1 shall receive eight hours of straight time pay or compensatory time at the supervisor's discretion.

33.6 If a supervisor/detective "on-call" supervisor is requested to return to duty, that supervisor shall be compensated in accordance with article 15.

ARTICLE 34-WORK OUT ON DUTY

34.1 The Chaska Police Department will implement a work schedule that provides time for a supervisor to exercise during their schedule shifts, subject to the needs of the police department. The scheduled exercise time may be suspended for one or more supervisors, with just cause. A Supervisor may utilize work out on duty as long as the peace officer works 50% of their assigned scheduled shift.

ARTICLE 35 - DURATION

This AGREEMENT shall be effective as of the 1st day of January, 2022, and shall remain in full force and effect until the 31st day of December, 2023 and shall automatically renew from year to year unless either party give notice of their desire to modify or amend this agreement.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT on this _ day of _____, 2022.

FOR (THE CITY 0F CHASKA)

_____

City Administrator **Matt Podhradsky**

Date_____

FOR (The UNION)

_____

Union Stwd **Sgt. Jamie Personius**

Date_____

_____

Union Stwd **Sgt. Kyle Gibbons**

Date_____

_____

LELS Business Agent
Sean McKnight

Date_____

LABOR AGREEMENT

BETWEEN

THE CITY OF CHASKA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL #210

January 1, 2022 through December 31, 2023

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ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Chaska hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

1.1 Assure sound and mutually beneficial working and economical relationships between the parties hereto;

1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and

1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, shall continue their dedication to the highest quality police service and protection to the residents of the City of Chaska. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minn. State. 179A.03, Subd. 8, for all personnel in the following job classifications:

Peace Officer

2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

3.1 UNION: LAW ENFORCEMENT LABOR SERVICES, INC., (Local #210)

3.2 UNION MEMBER: a member of LAW ENFORCEMENT LABOR SERVICES, INC., (Union Local #210).

3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.4 DEPARTMENT: The Chaska Police Department.

3.5 EMPLOYER: The City of Chaska.

3.6 UNION OFFICER/STEWARD: Officer elected or appointed by LAW ENFORCEMENT LABOR SERVICES, INC., (Local #210).

3.7 CHIEF: The Chief of the City of Chaska Police Department.

3.8 WORK WEEK: The workweek shall average forty (40) hours, making a normal work year of 2,080 hours.

3.9 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the peace officers scheduled work shift.

3.10 SENIORITY: Length of continuous service with the employer.

3.11 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

3.12 LUNCH BREAK: A paid thirty (30) minute period during the scheduled hours/normal shift.

3.13 REST BREAK: Two paid fifteen (15) minute periods during the scheduled hours/normal shift.

3.14 PEACE OFFICER: Is any Peace Officer who is subject to MN Post licensure employed by the City of Chaska.

3.15 BASE PAY RATE: The Peace Officer's monthly base wage exclusive of longevity pay, differential pay, or any other special allowance.

ARTICLE 4 - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the sole right to operate and manage all manpower, facilities and equipment in accordance with applicable laws and regulations of appropriate authorities.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6 - UNION SECURITY

6.1 The EMPLOYER shall deduct from the wages of peace officers who authorize such a deduction in writing, an amount necessary to cover monthly UNION DUES. Such monies shall be remitted as directed by the UNION.

6.2 The UNION may designate peace officers (employees) from the bargaining unit to act as a steward and an alternate or co-steward and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate. The steward/or co-steward shall receive overtime, at time and a half, when attending contract negotiation

meetings when off-duty, and when they will meet their overall scheduled hours for that week.

6.3 The EMPLOYER shall make space available on the employee bulletin board, use of internal Email and telephone, for posting union notices and announcements which are non-partisan, and anti-inflammatory communications.

6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7 – PEACE OFFICER RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 UNION REPRESENTATIVES
The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and of their successors when so designated as provided by 6.2 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE
It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the PEACE OFFICER and shall therefore, be accomplished during normal working hours only when consistent with such PEACE OFFICER duties and responsibilities. The aggrieved PEACE OFFICER and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the PEACE OFFICER and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the EMPLOYER.

7.4 PROCEDURE
Grievances, as defined by Article 7.1, shall be resolved in conformance with the following procedure:

Step 1. A PEACE OFFICER claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the PEACE OFFICER'S supervisor as designated by the EMPLOYER. The EMPLOYER designated representative

will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days will be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYERS Step 2 answer in writing within ten (10) calendar days after receipt of such step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYERS answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 3a. If a grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days of mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 or Step 3a and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances," as established by the Bureau of Mediation Services.

7.5 ARBITRATORS AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall

consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and The UNION, and shall have no authority to make a decision on any issue not so submitted.

B. The arbitrator will be without power to make decisions contrary to, or inconsistent with, or modifying, or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and will be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYERS last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of a peace officer who has completed the required probationary period, the grievance may be appealed to Step 4 of Article VII or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.
Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 8 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Chaska. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9 - SENIORITY

9.1 Seniority will be determined by the peace officer's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be determined by the Chief on the basis of time in grade and time within specific classifications.

9.2 A reduction of work force will be accomplished on the basis of seniority. Peace officers shall be recalled from layoff on the basis of seniority. A peace officer (employee) on layoff shall have an opportunity to return to work within two years of the time of his/her layoff before any new employee is hired.

9.3 Vacation periods shall be selected on the basis of seniority until March 15 of each calendar year. Requests of more senior employees must only be sought in the same assignment. Example of assignment is patrol division, investigations, administration, etc. that could affect the specific scheduling of that assignment. Senior peace officers (employees) have a ten (10) daytime limit from the date of vacation request to respond back to the requesting peace officer. No response back after the ten (10) daytime line automatically grants permission to a less senior peace officer.

9.4 Seniority shall prevail. Senior qualified peace officers shall have first preference on the job.

9.5 Peace officers based on seniority shall be given shift assignment preference after 18 months of continuous full-time employment with the City of Chaska.

Shift bidding notice will be posted annually.

Shift preference will be submitted to the Employer no later than October 1 of the current year for the next calendar year. The Employer will not assign/reassign a peace officer to work a patrol shift other than the shift assigned through the bid process for the duration of the bid period unless agreed to by the peace officer and/or exigencies apply relating to department need.

If a new schedule or modified permanent shift time(s) occur or is established by the Employer peace officers shall be permitted to bid/re-bid all shifts based upon seniority at the time of that particular event. If a bid/re-bid

process occurs the duration shall be chosen by the Employer. This duration shall be no less than fourteen calendar days.

Any personnel changes occurring after a finalized shift bid, to include, but not limited to; peace officer resignation, re-assignment, injury, or illness, and/or new positions, shall not automatically prompt a re-bid. Each individual circumstance will be evaluated by the Employer to seek a remedy that balances the police department and peace officer needs in order to fill that particular personnel change. If a shift re-bid shall occur in these instances, it shall only involve peace officers that have less seniority than the peace officer in question.

"Finalized" is defined as once the current seniority shift bid has been submitted to the Employer.

Peace officers may through their own mutual agreement and with the approval of the Employer exchange shift preference(s). Employer's approval shall not be unreasonably withheld or delayed.

ARTICLE 10 - DISCIPLINE

10.1 The EMPLOYER will discipline PEACE OFFICERS for just cause only. Discipline will be in the form of:

a. oral reprimand;
b. written reprimand;
c. suspension;
d. demotion; or
e. discharge.

10.2 Suspensions, demotions, and discharges will be in written form.

10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of a peace officers personnel file shall be read and acknowledged by signature of the peace officer prior to placement in personnel file. Peace officers and the UNION will receive a copy of such reprimands and/or notices at the time of discipline. Peace Officers shall also be notified of any other document(s) which are added to or part of the peace officer's personnel file. In the event that a peace officer discovers that any such notice was placed in his/her personnel file without their knowledge, the formal grievance process may be applied based upon the time of discovery. Peace officers shall also be notified of any document removed from their personnel file.

10.4 Peace officers may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

10.5 Discharges will be preceded by a five (5) day suspension without pay.

10.6 A peace officer will not be questioned concerning an investigation of disciplinary action unless the peace officer has been given an opportunity to have a UNION representative present at such questioning, as defined in the Peace Officer Discipline Procedures Act-

Minnesota State Statute 626.89. The EMPLOYER and UNION will coordinate to ensure the process moves in a timely manner.

10.7 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article VII.

ARTICLE 11 - CONSTITUTIONAL PROTECTION

A peace officer shall have the right granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 12 - HOURS OF WORK

12.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each peace officer through:

a) hours worked on assigned shifts;
b) holidays;
c) assigned training, and
d) authorized leave time.

12.2 Holiday pay is to be calculated based on the peace officer's actual length of assigned shift. Authorized leave time is to be calculated based on the peace officer's actual length of assigned shift. A peace officer that works on a holiday shall receive the actual length of their assigned shift for the holiday hours worked.

12.3 Nothing contained in this Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign peace officers.

12.4 A peace officer shall be granted 30-minute paid lunch during his/her normal shift. The peace officer remains on continual duty. Break time allowance is part of the normal annual average workweek of forty hours. The Employer may require that the lunch be taken at the work site.

12.5 If the Employer implements a 12-hour schedule in 2023, and a peace officer is assigned to work a 12-hour work shift the peace officer will have an average of four (4) hours per payroll cycle over their 2080 schedule resulting in a total overage of 104 hours annually.

The Employer and Union will meet and confer regarding the start and end times for the 12-hour work schedule and days on and off. If necessary, the Employer agrees to reopen the contract in order to negotiate additional matters pertaining to the transition to 12-hour work shifts.

Shift differential pay shall apply to the entire 12-hour night shift and peace officer's working after 6 PM.

If a peace officer working on an official holiday, they will receive 12 hours double time. Language in the union contract regarding holiday benefits and injured on duty would be

adjusted to apply to peace officers working 12-hour work shifts.

Peace officers on the 12-hour schedule assigned as a Field Training Officer (FTO) shall be compensated three (3) hours of additional pay at the peace officer's current hourly rate at straight time or compensatory time at the peace officer's discretion for each shift assigned to work as a field training officer with a trainee.

If a peace officer attends a training during their assigned 12-hour work shift and the training is at least eight (8) hours or longer it shall be credited with working their entire assigned work shift.

ARTICLE 13 - OVERTIME

13.1 Peace officers will be compensated at one and one-half (1-1/2) times the peace officer's current hourly rate for hours worked in excess of the peace officer's regularly scheduled shift. Changes of shifts do not qualify a peace officer for overtime under this Article.

13.2 All continuous assigned work by a peace officer after fourteen (14) hours is double time. If a peace officer voluntarily signs up for a posted overtime work shift or overtime detail, which extends the peace officers assigned work shift this benefit does not apply. A peace officer who is asked, mandated, or required to stay or extend their work shift or an overtime detail will be paid double time after fourteen (14) hours of work. A peace officer that has Court assigned before or after their work shift is not eligible for this benefit.

13.3 Overtime hours worked shall be paid either in the form of salary during the pay period in which they are earned or as compensatory time off. Final determination of form of payment shall be the City's responsibility. Determination of salary or comp will be determined on a case-by-case basis. A maximum of eighty (80) hours of compensatory time may be carried over from year to year. Approval must be granted by the Chief of Police in advance of compensatory time off. A peace officer may cash out their compensatory time throughout the year. Any compensatory overage will automatically be paid out on the last pay date in December of each year.

13.4 Overtime will be distributed as equally as practicable.

13.5 Overtime refused by peace officers will for record purposes under Article 13.3 be considered as unpaid overtime worked.

13.6 For the purpose of computing overtime compensation, overtime hours worked will not be pyramided, compounded, or paid twice for the same hours worked.

13.7 Overtime will be calculated to the nearest fifteen (15) minutes.

ARTICLE 14 - COURT TIME

14.1 A peace officer who is required to appear in Court during his/her scheduled off duty time

and/or day off, shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the peace officer's current hourly rate or three (3) hours minimum compensatory time at one and one-half (1-1/2) times the peace officer's current hourly rate at the peace officer's discretion. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the peace officer for the three (3) hour minimum.

14.2 A peace officer who is scheduled for Court during his/her off duty time shall check the Carver County Attorney's website after 4:30 PM the day prior to confirm if their Court case is still listed. If the peace officer is not cancelled by email, phone, or on the website prior to 4:30 PM the business day prior, he/she shall receive two (2) hours of pay at the peace officer's current hourly pay. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the peace officer for the two (2) hour minimum.

14.3 In the event a peace officer is subpoenaed to testify in a private party litigation in a capacity other than that of an expert witness regarding an incident that has occurred within the scope of employment for the City of Chaska involving facts which the peace officer came to know while on duty as a peace officer, then the peace officer shall receive Court time pay from the Employer in accordance with the requirements as set forth in Article XIV. The peace officer shall not be required to take vacation, PPL or compensatory time if the appearance occurs during their work shift.

14.4 A peace officer formerly employed by the Chaska Police Department shall be paid their last earned hourly wage for any Court time performed.

ARTICLE 15 - CALL BACK TIME

A peace officer, who is called to duty during his/her scheduled off-duty time, shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the peace officer's current hourly rate.

A peace officer required by the EMPLOYER who is called to duty during his/her scheduled off-duty time with less than twelve (12) hours between the peace officer's work shifts, will receive double time at the peace officer's current hourly rate for all hours worked. This would include the peace officer's last scheduled work shift for the week.

A shift extension does not qualify a peace officer for double time pay unless as stated in Article 13.2. The on-call investigator/detective is not eligible for double time compensation unless stated in Article 13.2. A peace officer voluntarily accepting additional work shifts or contract overtime is not eligible for double time compensation unless stated in Article 18. In these described circumstances, overtime compensation is at one and one-half (1-1/2) times the peace officer's current hourly pay.

An extension or early report to a regularly scheduled work shift does not qualify the peace officer for the three (3) hours minimum.

ARTICLE 16 – VACATION/PAID PERSONAL LEAVE (PPL)

16.1 Vacation is earned and granted according to the following schedule:

Years of Service:	Hours earned per month:
Start 0 through 5 years	6.67 hours (80 hours annual)
6 through 10 years	10 hours (120 hours annual)
11 years	12 hours (144 hours annual)
12 years	12.67 hours (152 hours annual)
13 years	13.33 hours (160 hours annual)
14 years	14 hours (168 hours annual)
15 years	14.67 hours (176 hours annual)
20 years	16.67 hours (200 hours annual)

16.2 A peace officer may not accumulate vacation leave in an amount greater than one and one-half (1-1/2) times the amount which the peace officer earns in one year, without the employer's written approval.

16.3 All existing peace officers are eligible to choose to be on the Paid Personal Leave (PPL) plan on an annual basis. Once this decision has been made, the peace officer may not choose to go back on the vacation/sick time program. A peace officer will not be forced to go to PPL plan unless the peace officer has been hired after January 1, 2010.

16.4 PPL is earned and granted according to the following schedule:

Years of Service	Annual Accrued Personal Leave/ Hours Per Month
Start through completion of year 5	18 days (144 hours) 12 hours
Year 6 through completion of year 10	22 days (176 hours) 14.66 hours
Year 11	23 days (184 hours) 15.33 hours
Year 12	24 days (192 hours) 16 hours
Year 13	25 days (200 hours) 16.66 hours
Year 14	26 days (208 hours) 17.33 hours
Year 15	27 days (216 hours) 18 hours
Year 16	28 days (224 hours) 18.66 hours
Year 17	29 days (232 hours) 19.33 hours
Year 18	30 days (240 hours) 20 hours
Year 19 or more	31 days (248 hours) 20.66 hours

16.5 Peace officers choosing to convert over to the Personal Leave Plan shall have their existing banked vacation leave converted to personal leave on a 1:1 basis and will be able to keep their sick leave bank available for future use, as defined by the Personal

Leave Plan and Salary Continuation Plan. Peace officers at no time may accumulate personal leave to exceed two times the annual rate at which the Peace Officer earns personal leave.

16.6 Personal Leave Plan and vacation periods shall be selected on the basis of seniority until March 15, of each calendar year as stated in Article 9.3.

16.7 PPL time may be used in 15-minute increments.

16.8 Peace officers under the PPL and/or vacation plan shall receive two (2) floating holidays and observe the same holidays as stated in Article 18.1.

16.9 For the purpose of PPL the definition of good standing means that the peace officer must give a minimum two-week (10 working days) notice unless a mutual agreement has been made between the peace officer and Employer to end employment earlier or the peace officer ends employment due to an injury/disability.

16.10 A peace officer under the PPL plan requesting leave under FMLA may use up to fifteen (15) days of accrued sick leave in accordance with Article 24. This is supplemental to the benefits in the Personal Leave Plan and Salary Continuation Plan.

16.11 All peace officers under the PPL plan will be governed by the *City of Chaska Personal Leave Plan and Salary Continuation Plan* (See Addendum A – Personal Leave Plan and Salary Continuation Plan) unless stated in this Labor Agreement. All peace officers continuing under the vacation/sick time program will continue to be governed by the language of this Labor Agreement in Article XVI, Article XVII, Article XIX, and Article XXIV unless stated.

16.12 Annually, peace officers may designate up to 50 PPL hours to fund their 457 Deferred Compensation Plan, Health Savings Account, or their paycheck consistent with IRS guidelines. This will be paid out at the peace officer's current hourly rate as taxable income.

ARTICLE 17 - SICK LEAVE

17.1 A peace officer shall accumulate one day sick leave per month.

17.2 The Employer shall follow Minnesota State Statute 181.9413.

17.3 Sick leave usage shall not be subject to approval and verification by the Employer.

ARTICLE 18 - HOLIDAYS

18.1 The EMPLOYER shall recognize ten (10) paid holidays plus two (2) floating holidays as specified below:

New Year's Day	January 1
Martin Luther King Day	Third Monday of January

President's Day	Third Monday of February (Lincoln's and Washington's Birthday)
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

In the event that the State of Minnesota adopts any new holidays, the city agrees to recognize and adopt said holiday as an observed holiday.

18.2 Holiday leave shall be advanced to the Peace Officer on January 1st of each calendar year. The holiday leave shall be placed in a holiday leave bank and calculated based on the Peace Officer's assigned work shift and/or assignment (In accordance with article 12.2).

Peace officers will receive a holiday bank of hours on January 1 of each calendar year based on the peace officers assigned work shift and/or assignment:

- A peace officer on an eight (8) hour work shift shall receive 96 hours of holiday leave.
- A peace officer on a ten (10) hour work shift shall receive 120 hours of holiday leave.
- A peace officer on a twelve (12) hour work shift shall receive 144 hours of holiday leave.

Peace officers beginning employment after January 1st of a calendar year shall receive holiday leave beginning on the first full pay period in which they are employed. Such peace officers shall receive an advance of holiday leave based on their assigned work shift length multiplied by the number of holidays left through December 31 of the calendar year in which they were first employed.

18.3 In the event that a peace officer's work assignment and/or shift length changes during the calendar year, the peace officer's holiday leave bank shall be adjusted (increased or decreased) based on the remaining holidays left in the calendar year their new assigned work shift length. The adjustment shall be applied beginning on the first full pay period of the new assignment and/or assigned work shift.

18.4 A peace officer who works on any of the abovementioned holidays (as listed in 18.1) shall be compensated at the rate of double time for all hours worked on the actual holiday. This time may be taken as pay or compensatory time at the peace officer's discretion at their hourly rate.

18.5 A maximum of sixteen (16) hours of Holiday time may be carried over from year to year. Any Holiday overage will be automatically paid out on the last pay date in December of each calendar year at the peace officers' hourly rate at straight time.

18.6 A peace officer on a fixed Monday to Friday schedule, if any of the aforementioned holidays falls on a Sunday, then Monday is the official holiday, and if any falls on a Saturday, then Friday will be the official holiday.

18.7 A peace officer on sick leave before or after a holiday may be required to have a certificate stating the nature of illness before holiday pay will be granted; however, a peace officer may use a vacation day, PPL, or compensatory time and still receive holiday pay.

18.8 A peace officer that works anytime on Christmas Eve or New Year's Eve shall receive four (4) hours of vacation/PPL time toward their vacation/PPL bank. A peace officer on a fixed Monday to Friday schedule that leaves at early close time shall not receive this additional benefit, but will not be charged vacation, PPL, or compensatory time for the time period that City Hall is closed. A peace officer on a fixed Monday to Friday schedule that works their entire normal assigned work shift on the Christmas Eve or New Year's Eve observed day shall receive four (4) hours of vacation/PPL time toward their vacation/PPL bank. A peace officer who is on a regular or scheduled day off is not eligible for this benefit.

18.9 A peace officer shall be compensated at the peace officer's current hourly rate one (1) hour of additional pay per work shift at straight time or compensatory time at the peace officer's discretion when he/she works their entire assigned work shift on the Friday and/or Saturday of Bonspiel Community Event, Friday and/or Saturday of River City Days, the Saturday and/or Sunday of Labor Day and Memorial Day weekends. A peace officer on overtime does not qualify for the one (1) hour of additional pay.

ARTICLE 19 – BEREAVEMENT LEAVE

A peace officer shall receive three (3) days to attend funerals of members of the peace officer's immediate family defined as: spouse, children, step children, mother, father, brother, step brother, sister, step sister, grandchildren, grandparent, and step-grandparents of either the peace officer or peace officer's spouse. Up to two (2) days shall be granted for the death of great-grandparents, aunt, uncle, nieces, and nephews or if the peace officer is asked to perform the service of pallbearer. Funeral leave is per occurrence. Funeral leave is a separate bank and is not removed from the peace officer's sick leave, vacation time, compensatory time, or floating holiday time. Any additional time or other funerals is to be taken off from PPL time, vacation time, compensatory time, floating holiday time, or without pay.

ARTICLE 20 - SEVERANCE PAY

20.1 For peace officers hired prior to January 1, 1986 the EMPLOYER shall pay one-third

(1/3) of the accumulated sick leave (up to a maximum of 30 days) upon severance of employment with the City after five (5) years of continuous employment. For all peace officers the City will pay 100% of the accumulated unused vacation or PPL time. However, a peace officer who voluntarily terminates his employment must notify the City at least two weeks ahead of termination date or the peace officer will forfeit the above severance pay. No severance pay will be given any peace officer who is discharged from his position because of disciplinary reasons by the EMPLOYER.

20.2 Peace Officers eligible for severance pay may elect in lieu of severance pay as provided in Article 20.1, to have the employer use 1/3 of the accumulated sick leave (up to a maximum of 30 days) for the retiree's group insurance premium, as long as funds are available, up to the retiree's 65th birthday.

20.3 Prior to last day of service, a peace officer in good standing will receive a letter from the Department stating that he/she left employment in good standing and stated length of service to the City with such letter signed by the Chief.

ARTICLE 21 - JURY DUTY

In the event a peace officer is called for jury duty, he/she will receive full salary while on jury duty if his/her jury duty fee less expenses is turned over to the City Treasurer.

ARTICLE 22 – TRAINING

22.1 TRAINING: Is defined as continuing education for peace officers, which is necessary to promote and ensure professional competence.

22.2 For all department meetings in person and/or virtual (mandatory or non-mandatory) as well as mandatory training peace officers who are off-duty will be paid at one and one-half (1-1/2) times, for a minimum of one (1) hour at the peace officer's current hourly rate of pay. This may be taken as pay or as compensatory time at the peace officer's discretion.

22.3 A peace officer shall be compensated one (1) hour of additional pay at the peace officer's current hourly rate at straight time or compensatory time at the peace officer's discretion when he/she is assigned to work Junior Police Academy, Police Explorers, Citizen Academy or assigned to a Civilian Ride-Along during the peace officer's assigned work shift.

22.4 A peace officer not on a 12-hour work shift shall be compensated two (2) hours of additional pay at the peace officer's current hourly rate at straight time or compensatory time at the peace officer's discretion for each shift or partial shift the peace officer is assigned to work as a Field Training Officer with a trainee, Community Service Officer or a CERT member, which includes initial training such as Firearms, Taser, and Use of Force with a trainee.

22.5 Peace officers that are on a regular scheduled day off who attend mandatory training shall be paid for group breaks during the training and are eligible to submit per diem

request for meals not provided during the training. Mandatory training is annual mandated specific training by the Minnesota Post Board or training determined to be mandatory that is assigned by the Chief of Police, a Chaska Police Supervisor, or a Department Training Instructor.

22.6 NON-MANDATORY: A peace officer who attends training while off-duty that is not mandatory but satisfies POST requirements or enhances or benefits job performance and training has been approved from department head, shall be compensated at straight time up to FLSA limits. A peace officer who attends a training on a regular scheduled day off shall be paid for group breaks taken during the training and are eligible to submit per diem requests for meals not provided during the training as long as the training is five hours or longer.

22.7 SCHEDULED SHIFT REPLACEMENT: A peace officer who attends a training that replaces their regular scheduled normal shift, shall be compensated as stated in Article 12 (HOURS OF WORK-normal shift) and shall receive a paid mealtime and shall receive a paid meal at the standard CONUS per diem rate. The meal reimbursement only applies to training outside of the City of Chaska and does not apply if the training provides any meals.

22.8 MEALS

When a peace officer must stay overnight while traveling on official city business and/or to attend professional training or conferences they are authorized compensation for meals and incidental expenses at the standard CONUS per diem rate. The current rate can be found at www.gsa.gov/travel/plan-book/per-diem-rates. This rate may change from year to year. If a peace officer travels to an out-of-state destination where the standard CONUS per diem rate for M&IE is higher than the standard rate, a peace officer may submit documentation with the expense claim requesting reimbursement at the higher rate. Otherwise, expenses exceeding the authorized standard per diem rate are the personal responsibility of the peace officer.

On the first and last day of travel peace officers will be reimbursed using the GSA partial day rate for first/last day of travel. If a full day of training occurs on a travel day, the total meals and incidentals per diem rate is reimbursed.
When meals are included as part of a conference, seminar or registration fee, or provided by or paid for by third parties, peace officers must deduct those meals from the per diem reimbursement.

Lodging is not included in per diems. Peace officers should make arrangements at the preferred conference hotels when possible. Peace officer may use a p-card for lodging or can request reimbursement with an original receipt.

When a peace officer is traveling on official city business and/or to attend professional training or conferences and an overnight stay is not required, peace officers are still authorized compensation for meals but at the standard CONUS

per diem rate per meal. The current rate can be found at www.gsa.gov/travel/plan-book/per-diem-rates. This rate may change from year to year.

Peace officers on official city business attending professional training or conferences that do not require an overnight stay shall receive a per diem allowance for the following meals (if not provided during the training or conference):

- Breakfast (if travel to the conference/training and/or the conference/training occurs prior to 7:00 a.m.)
- Lunch (if travel or the conference/training occurs during lunch)
- Dinner (if travel from the conference and/or the conference/training occurs after 6:00 p.m.)
  - The City of Chaska will pay the per diem rate per meal based on the Federal Per Diem authorized for the travel location. The meal rate breakdown can be found at http://www.gsa.gov/portal/content/101518. The per diem will be included in the employee's gross income and the appropriate taxes will be withheld if overnight travel is not required.

Peace officers are responsible for submitting Expense Claims to finance within fifteen (15) business days of return. Although it is no longer necessary to submit receipts for meals and incidental expenses, all other claims must have appropriate documentation.

Per diem benefits are paid consistent with IRS guidelines through regular payroll.

22.9 TRAVEL

DEFINITION: Travel time will be the actual time taken to travel by vehicle from the Chaska Police Department to the training location and back to the Chaska Police Department.

Peace officers attending any training will receive straight time for travel time as defined by 22.7. Peace officers will not receive travel time for any training occurring in the City of Chaska and/or training within 15 minutes of the Chaska Police Department. Peace officers attending scheduled shift replacement training will not be paid for travel time unless it exceeds the time of their normal work shift.

AIR TRAVEL: Any air travel time shall include: travel time to and from the airport from the Chaska Police Department; terminal and airtime; and travel time to the end destination. A peace officer shall receive straight time for air

travel time. Air travel scheduled on a peace officer's normal work shift shall be considered a normal work shift.

Peace officers are responsible for submitting Expense Claims for travel to finance within fifteen (15) business days of return. All claims must have appropriate documentation (lodging/airfare receipts, mileage reimbursement log or map, etc.). When air travel is necessary, the City will reimburse at the rate charged for coach/economy class along with the cost for one piece of luggage if the airline charges to check luggage. Travel expenses are paid as a check from the City consistent with IRS guidelines through Accounts Payable.

ARTICLE 23 - INJURED ON DUTY

23.1 Peace officers on an eight (8) hour work shift injured on duty will receive full pay for a maximum of 720 hours while unable to work due to such injury. Supplementary payments for the first 720 hours shall be paid by the employer. Supplementary payments from the City will be deducted from a peace officer's accumulated sick leave, PPL, or vacation only after the 720 hours have expired per injury. Peace officers on a ten (10) hour work shift injured on duty will receive full pay for a maximum of 900 hours while unable to work due to such injury. Supplementary payments for the first 900 hours shall be paid by the employer. Supplementary payments from the City will be deducted from a peace officer's accumulated sick leave, PPL, or vacation only after the 900 hours have expired per injury.

23.2 Any compensation payable to the peace officer under Worker's Compensation insurance will be reported to the EMPLOYER. The EMPLOYER shall make supplementary payments to the peace officer to make up the difference between Worker's Compensation and the peace officer's normal rate of pay.

23.3 A peace officer who claims an absence from work due to an injury sustained on the job, shall provide if requested by the EMPLOYER, a statement from the peace officer's attending physician as to the nature of the injury.

23.4 The Employer may require a peace officer who is absent due to an injury while on duty, to undergo a medical evaluation, requested and paid for by the EMPLOYER.

23.5 As provided for through the City of Chaska's Worker's Compensation policy coverage, treatment for exposure and/or acquiring a communicable disease directly related to work-related activities, shall be considered a work-place injury, subject to all the benefits and peace officer requirements listed above in this section of the agreement.

ARTICLE 24 - FAMILY AND MEDICAL LEAVE ACT (FMLA)

A peace officer requesting leave under the (FMLA), shall at the peace officer's discretion, be

able to take leave from any of the accrued leave time banks provided for by this contract, however a peace officer will be limited to fifteen (15) days of sick leave use per occurrence. Accrued leave time shall include Vacation, Sick Leave, PPL, Compensatory Time, and Floating Holiday Time. The peace officer may request a leave of absence without pay, pursuant to the (FMLA), as well.

ARTICLE 25 - NEGOTIATION MEETINGS

The Steward, co-steward, or an authorized alternate, upon approval of the Department Head, may be absent from duty to attend negotiation meetings. For de minimis union activities, or when a union meeting is called, members shall be allowed to attend such meetings, subject to calls, where police services are required and shall not count against the peace officers break time.

ARTICLE 26 - HEALTH AND WELFARE

26.1 Establishment of VEBA: Employer shall make available a VEBA Plan and Trust described in summary and attached hereto as VEBA Attachment #1, to all qualified bargaining unit members who exercise their option to enroll in the high deductible health insurance program offered in Section 4, Subdivision 2 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA plan and Trust Identified in VEBA Attachment #1. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501 (c) (9) of the Internal Revenue Code. This plan year will begin on January 1, and end on December 31 of each year.

26.2. Benefits Provided through the VEBA

Employer shall provide the following welfare benefit arrangement through the VEBA Plan:

A health reimbursement arrangement for active employees

26.3 Payment of Administrative Fee

Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA, and HSA Plans shall be paid by the employer. Administrative fees allocable to the individual accounts of former employees shall be paid from the VEBA account, and deducted from the total accrued amount of dollars that are allocated to that former employee in the VEBA account. If the VEBA Plan is terminated, or if Employee Contributions cease by agreement between the parties, administrative fees shall be paid from the VEBA account.

26.4 Employer Contributions to the Health Reimbursement Arrangement for Active Employees:

Subd. 1. Contributions to the Active Employees' Plan:

Employer will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in accordance with the following schedule:

$1,248 for each qualified employee who elects single coverage under the group health plan described in Subdivision 2; and

$2,496 for each qualified employee who elects family coverage under the group health plan described in Subdivision 2.

The contribution will be made in thirds, with the first contribution on January 1st, the second contribution on May 1st, and the third contribution on September 1st. The employer will contribute $416.00 to the individual account each period for those employees who elect single coverage, and $832.00 to the individual account each period for those employees who elect family coverage under the group health plan described in Subdivision 2. Dollars in individual accounts shall not be eligible to use until they have been accrued.

If a qualified bargaining unit member enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry. This prorated share of employer contribution shall be based on the number of months remaining in the plan year. Any employee entering the VEBA plan on a date other than the first day of that month, shall receive the entire employee contribution amount for the month in which they enter (i.e. an employee entering the VEBA plan anytime during the month of April would receive 9/12 of the total year employee contribution toward the individual's VEBA account).

All employer contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Subdivision 2 below, or on a date that the individual no longer in employed by the City of Chaska.

Subdivision 2. High Deductible Health Plan (VEBA):

Employer shall make available a high deductible health plan described in summary and attached hereto as Insurance Attachment #1, to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, in the 2021 benefit year, the Employer shall contribute an amount not to exceed $932.00 toward the monthly premium cost for single group health coverage, and $1306.00 toward the monthly premium cost for family group health coverage. The employer contribution for 2022 shall not increase or decrease from the 2021 contribution.

Current employees choosing the High Deductible Medical plan will be able to utilize dollars in the individual VEBA account to pay for those medical services that are currently covered under the high deductible health plan described in summary and attached hereto as Insurance

Attachment #1. After an individual leaves employment with the City of Chaska, that individual will be eligible to utilize the dollars accumulated in the individual's VEBA account to pay for any medical services covered under IRS Code 213 (d).

26.5 Alternative Group Health Plan (HSA)

Employer shall also make available the group health plan described in summary and attached hereto as Insurance Attachment #2, to employees who do not elect coverage provided for under the provision of the high deductible health plan described in Section 4, Subdivision 2. With respect to all qualified bargaining unit members, the Employer for 2021 shall contribute an amount not to exceed $1,036.00 toward the monthly premium cost for single group health coverage, and $1,514.00 toward the monthly premium cost for family group health coverage. The employer contribution for 2021 shall not increase or decrease from the 2020 level.

Qualified bargaining unit members who elect coverage under this Section 5 shall not be entitled to receive Employer Contributions to the VEBA Plan. If a participant changes coverage from a high deductible plan in Section 4, Subdivision 2, to the alternative group health plan in Section 5 above, all contributions on behalf of a VEBA Plan participant shall cease.

As one of the health insurance plans being offered, the employer is making available a Health Savings Account (HSA). Those choosing an HSA will receive the employer contribution laid out in section 26.5, with the employer covering the administrative costs of the HSA accounts.
All employees employed in a position in the appropriate unit shall, at a minimum, be enrolled in single coverage in one of the group health plans provided for under the provisions of this Article. In the event an eligible employee does not make a choice of plan coverage the Employer shall enroll the employee in the CORE medical benefit of the plan, which is the single-coverage VEBA high deductible medical plan.

26.6 EMPLOYER will permit permanently disabled or retired employees over 50 and under 67 years of age to participate in the City's group health, VEBA, and welfare insurance plan, provided the employee pays 100% of the monthly premium for plan chosen.

26.7 In addition to the City's contribution toward life insurance, employees shall be permitted to utilize a portion of cafeteria plan to purchase additional life insurance and other benefits.

26.8 The employer 2023 contribution toward the employee's premium shall be negotiated on an annual basis.

26.9 Survivors Health Insurance Coverage: Shall be defined under Minnesota State Statute 299A.465 in the event of the death or injury of an active peace officer. Should a peace officer be killed in the line of duty while employed by the City, all vacation, PPL, and compensatory time on record shall be added to the last pay due to the peace officer.

26.10 The Minnesota Health Care Savings Plan (HCSP) is an employer-sponsored program that allows Chaska Peace Officers to save money, tax-free, to use upon separation of employment to pay for eligible health care expenses. HCSP is a tax-free account, which

means contributions, and eligible reimbursements are not reportable on state or federal income tax returns.

This program will enrich the City of Chaska's benefit plan. The City of Chaska appreciates peace officers, who through long term service and dedication, contribute to making the city a successful and positive service provider. In recognition, the City acknowledges the following plan.

All eligible Chaska Peace Officers under this contract shall participate in the Minnesota Post Employment Health Care Savings Plan established under Minnesota State Statute, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the peace officer will be deposited into the peace officer's post-employment health care savings plan account.

The Peace Officer and Employer contribution shall be per pay period based off the peace officer's monthly base wage (section 31.1) and shall be placed into the peace officers HCSP account.

1-4 Years of Service:

Employer Contribution 1% Peace Officer Contribution 1%

5-10 Years of Service:

Employer Contribution 1% Peace Officer Contribution 2%

11 years or more of service:

Employer contribution 1% Peace Officer contribution 3%

Peace officers with Paid Personal Leave (PPL) and/or Vacation shall contribute 50% of their accrued leave upon separation of employment/service into their health care savings plan account but no more than 200 hours.

ARTICLE 27 – UNIFORMS

The City of Chaska will provide required approved initial issue uniforms and equipment items to all new peace officers.

The City of Chaska will provide for all peace officers badges (including maintenance and repair), patches (police, badge, shoulder) and name, name plates, insignia and/or stitching on uniforms. These items will be paid directly by the City of Chaska or by

reimbursement to the peace officer. All departmental purchased items will remain the property of the City of Chaska. Upon retirement, separation, or termination from employment, all initially issued uniforms and equipment items, and departmental patches, badges, insignia, and nameplates shall be returned to the City of Chaska upon request.

The City of Chaska will provide peace officers with mandated chemical defense irritant, reflective vests, reflective rain jackets, and two (2) Body Worn Camera holders/mounts, which will remain the property of the City of Chaska.

Uniform items, clothing, and equipment worn while performing police duties (including: footwear, watches, jewelry, and eye wear) which is damaged or contaminated rendering it unwearable in the line of duty by an individual that is being arrested, mental health, detained, chased, combative or items that are seized as evidence shall be replaced in whole by the City of Chaska. Any restitution will be paid to the City of Chaska. Any uniform item that is damaged as the result of wear and tear or while performing normal duties (other than described above) will be replaced at the cost to the peace officer from his/her uniform compensation.

The City of Chaska will annually provide each peace officer with an annual uniform and equipment allowance of $1,603.00 for 2022 (3% increase) and $1,651 for 2023 (3% increase), which will be paid in a regular payroll check as a lump sum consistent with IRS guidelines. Uniform allowance shall increase at the same percentage as the standard wage increase each contract year thereafter.

Uniform and equipment allowance shall be paid out on the last pay date in January of each year. All uniform and equipment allowance once paid out is considered reimbursement for uniforms and equipment. The compensation allowance is not a bonus and shall not be returned to the City of Chaska for any reason.

The City of Chaska shall provide the amount as defined in Minnesota State Statute 299A.38 for the purchase of body armor for peace officers, every five years, or from when the body armor is initially purchased. The body armor shall be of a certain quality and description as the (Level 3A) body armor. An internal vest carrier shall be included with the purchase of body armor. Should the state funds for the purchase of law enforcement body armor be cancelled at any time, this agreement shall be re-opened. If agreement is not reached within 30 days of re-opening, either party may refer the issue to binding arbitration.

All peace officers are required to purchase their own duty weapon, back up, or off duty weapon(s).

After 12 months of service and completion of probation a City Personnel Action Form will be completed, and a peace officer shall receive in a regular payroll check as a lump sum for a monthly prorated amount of the uniform and equipment compensation allowance based on the end of the probation and the end of the calendar year.

ARTICLE 28 - FALSE ARREST

The EMPLOYER shall provide False Arrest Insurance.

ARTICLE 29 - PEACE OFFICER LICENSE

The EMPLOYER will assume the cost of the Peace Officer license required by the State of Minnesota. Each peace officer is responsible for maintaining and renewing the license.

ARTICLE 30 - PROBATIONARY PERIOD

A probationary period for full time Peace Officers shall be one year.

ARTICLE 31 – COMPENSATION

On January 1, 2022, and January 1, 2023, Peace Officers shall receive a 3% normal wage increase.

The Employer and Union have agreed upon the following list of comparable agencies for wages: (Brooklyn Center, Champlin, Cottage Grove, Elk River, Golden Valley, Hastings, Hopkins, Inver Grove Heights, Minnetonka, Maplewood, New Brighton, Oakdale, Prior Lake, Savage, Shakopee, South St. Paul, Stillwater, and West St. Paul). The Employer and Union agree to obtain contract adjustments percentages for 2023 year from the aforementioned agencies. An analysis will be completed to find the percent average for those contract increases. If it is found that a 3% increase was lower than the average percent calculated in 2023, the difference will be applied to the base wages in (section 31.1) effective December 31, 2023, at 11:59 pm. The Employer and Union will negotiate wage increases for the subsequent contract.

31.1 WAGES: Monthly base wages for peace officers shall be:

01/01/2022		**01/01/2023**	
Start	$6,388	Start	$6,579
24 Month	$6,893	24 Month	$7,099
36 Month	$7,555	36 Month	$7,782

31.2 SPECIALTY PAY FOR PERMANENT ASSIGNMENTS:

Peace officers assigned to a specialty position shall be paid an additional 5.00% of the patrol rate for which the peace officer is eligible to be paid as set forth in section 31.1 above. Examples of specialty positions include but are not limited to: Investigator/Detective, School Resource Officer, Youth Service Officer, and Community Partnership Specialist.

31.3 LONGEVITY PAY:

A peace officer will receive the following additional longevity pay as a percent of the base pay as set forth in section 31.1:

Longevity Pay

After 4 years of service	3%
After 8 years of service	5%
After 12 years of service	7.5%
After 16 years of service	9.5%
After 20 years of service	11%

31.4 TRAINING/INSTRUCTOR OFFICER PAY:

On January 1, 2022, a peace officer assigned to instruct annual mandated state and/or department training shall receive $85.00 per month for a total of $1,020 a year as additional pay. On January 1, 2023, a peace officer assigned to instruct annual mandated state and/or department training shall receive $90.00 per month for a total of $1,080.00 per year as additional pay. Instructor pay shall increase $5.00 per month ($60 per year) each contract year thereafter.

31.5 CELLULAR PHONE/MOBILE DEVICE PAY:

A peace officer will be provided a cell phone, cell phone case, charger, and usage plan by the City of Chaska. These items are maintained by the city and peace officers will need to comply with the City of Chaska mobile device policy. The mobile device shall be replaced at the Employers expense if it is damaged in the course of his/her duties.

31.6 PEACE OFFICER DIFFERENTIAL PAY:

31.7 A peace officer that works between 7 PM and 6 AM shall receive differential pay per hour for each hour worked under the following conditions:

31.8 A peace officer on a day shift schedule shall earn their normal rate of pay as defined in the contract and is not eligible for differential pay.

31.9 The peace officer Differential Pay Rate shall be $.75 cents per hour.

31.10 A peace officer on the night shift shall earn an additional $.75 cents per hour for all hours worked based on the peace officer's normal rate of pay. A peace officer on the night shift shall receive differential pay until 7 AM.

31.11 A peace officer on the afternoon shift shall earn an additional $.30 cents per hour for all hours worked based on the peace officer's normal rate. The $.75 cents per hour shall be spread out over the entire length of the shift based on the formula below.

31.12 A peace officer working an alternating/rotating schedule/shift or modified shifts between 7 PM to 6 AM not mentioned above shall receive differential pay. The $.75 cents per hour shall be spread out over the entire length of the shift based on the formula below.

31.13 A peace officer working the afternoon shift, alternating/rotating schedule/shift or any modified shifts between 7 PM to 6 AM shall use the following differential formula for differential pay: Differential hours worked (between 7 PM to 6 AM) in a pay period times (x) $.75 cents divided by 80 hours equals the peace officer's differential pay rate. Example: A peace officer has worked 32 differential hours times (x) $.75 cents divided by 80 hours equals $.30 cents. The peace officer's differential pay rate is $.30 cents for all hours worked including overtime. This formula is not required for the night shift since the entire shift earns the additional differential pay of $.75 cents per hour.

31.14 A peace officer that voluntarily trades a shift(s) will be eligible for differential pay based on their regularly scheduled shift they are currently working at the time.

31.15 All overtime hours worked during a pay period including court time, training time, and holidays shall be paid at the differential pay rate for what shift/schedule the peace officer is on at the time.

31.16 A peace officer scheduled to work a shift that is eligible for differential pay shall receive the differential rate/payment for an absence due to usage of vacation, compensatory, sick, PPL, or funeral leave time.

31.17 Compensatory time shall be paid at the differential pay rate that the peace officer is working based on the shift/schedule the peace officer is working at the time.

31.18 A peace officer shall be compensated in accordance with Article 31 (Compensation).

31.19 Lateral Transfer: A peace officer with three (3) or more years of previous full-time experience as a peace officer may laterally transfer and start at the 36-month wage step. All new lateral hires shall receive a bank of 40 hours of PPL AND start accruing time at the time of their hire. All new lateral hires will start at a new employee PPL accrual rate and are not eligible for longevity until four (4) years of service with the Chaska Police Department. A peace officer's seniority is based on the date of hire for all other benefits.

ARTICLE 32 – WORK OUT ON DUTY

32.1 The Chaska Police Department will implement a work schedule that provides time for a peace officer to exercise during their schedule shifts, subject to the needs of the police department. The scheduled exercise time may be suspended for one or more peace officers, with just cause. A peace officer may utilize work out on duty as long as the peace officer works 50% of their assigned scheduled shift.

ARTICLE 33 – ON-CALL

33.1 Peace officers assigned to investigator/detective "on-call" rotation (working under the current "on-call" memo dated July 7, 2010) shall receive 18 hours of straight time pay or compensatory time per week (7 days) or 2.5 hours per day for each day (except Saturday) on "on-call" at the peace officer's current hourly rate at the peace officer's discretion. Each day of "on-call" shall consist of a 24-hour period of "on-call" service.

33.2 Peace officers working "on-call" may have another peace officer substitute and fulfill their "on-call" obligations. The substituting peace officer shall be the only one that shall receive "on-call" compensation. A supervisor must approve a peace officer substitution for an investigator/detective. Any peace officer that substitutes to be "on-call" for an investigator/detective shall receive 2.5 hours of straight time pay or compensatory time per day for each day (or portion thereof) "on-call" at the peace officer's discretion.

33.3 A peace officer working "on-call" on a Saturday shall receive 3 hours of straight time pay or compensatory time at the peace officer's current hourly rate at the peace officer's discretion.

33.4 A peace officer working "on-call" on a designated holiday as stated in 18.1 shall receive eight (8) hours of straight time pay or compensatory time at the peace officer's discretion.

33.5 If an "on-call" peace officer is requested to return to duty, that peace officer shall be compensated in accordance with Article XV.

ARTICLE 34 - DURATION

This AGREEMENT shall be effective as of the 1st day of January 2022 and shall remain in full force and effect until the 31st day of December 2023 and shall automatically renew from year to year unless either party gives notice of their desire to modify or amend this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on

_____

Date

FOR (THE CITY 0F CHASKA)

_____
City Administrator Matt Podhradsky

_____
Date

FOR (LAW ENFORCEMENT LABOR SERVICES, INC.)

_____
Union Steward Mike Kleber

_____
Date

_____
Union Steward Joe Kavlie

_____
Date

_____
Union Steward Trent Wurtz

_____
Date

_____
LELS Union Representative Jay Maher

_____
Date

ARTICLE 16.12 - Addendum A – City of Chaska Personal Leave Plan and Salary Continuation Plan

City of Chaska

Personal Leave Plan and
Salary Continuation Plan

1. **Overview of the Personal Leave Plan**
   The Personal Leave Plan combines what would be considered employees' sick and vacation time into one general pool from which employees can use the accrued time subject to approval from the employees' Department Head or Supervisor. Like vacation or sick time, personal leave is accrued by the employee based on their number of years of service.

2. **Specifics of the Personal Leave Plan**
   A. Accrual of Personal Leave:
   Employees begin to accrue personal leave as of their first day of employment with the City and are eligible to use personal leave subject to the approval of their Department Head or Supervisor. The amount of personal leave employees accrue is dependent upon their years of service with the City.

   All regular, full-time employees are eligible to accrue personal leave based on the schedule below:

Years of Service	Annual Accrued Personal Leave
Start through completion of year 5	18 days (144 hours)
Year 6 through completion of year 10	22 days (176 hours)
Year 11	23 days (184 hours)
Year 12	24 days (192 hours)
Year 13	25 days (200 hours)
Year 14	26 days (208 hours)
Year 15	27 days (216 hours)
Year 16	28 days (224 hours)
Year 17	29 days (232 hours)
Year 18	30 days (240 hours)
Year 19 or more	31 days (248 hours)

Note: In addition to personal leave, employees will continue to receive two (2) paid floating holidays per year and ten (10) paid set holidays per year.

B. Use of Personal Leave:
Employees may only use personal leave once it is accrued. This means that employees may not use personal leave in anticipation of accruing leave time in the future.

For a planned leave of absence from work, employees must receive prior approval from their Department Head or Supervisor. This will ensure that there are enough employees to perform all necessary job duties. However, a Department Head or Supervisor shall not unreasonably deny employees' requests for use of accrued personal leave.

For an unplanned leave of absence from work due to a personal illness or an emergency or to care for an immediate family member, employees shall give their Department Head or Supervisor a minimum of 30 minutes notice before the beginning of their scheduled work time. Upon returning to work, the Department Head or Supervisor may request that employees provide a physician's statement certifying the personal illness or injury or that of the immediate family member. Any confirmed abuse of an unplanned leave may result in disciplinary action.

It should be noted that if the employee is out longer than a five (5) day period for a personal illness or injury as well as the care of an immediate family member, the employee may be eligible for the City of Chaska Salary Continuation Program and/or the Family Medical Leave Act (FMLA).

If a regularly scheduled holiday falls during employees' use of personal leave, the holiday will not be considered part of the employees' personal leave. To be paid for a holiday, an employee must work or use personal leave the day before and after the holiday.

3. Vacation and Sick Leave Conversion to Personal Leave

A. Vacation Time:
The City will convert employees' accrued vacation time to personal leave on a 1:1 ratio. This means that for every day of vacation accrued, employees will receive one day of personal leave.

B. Sick Time:
The City will *not* convert a portion of employees' accrued sick time to personal leave. However, employees will not lose any of their sick time as it will be "banked" for use only after an employee has been absent from work due to an illness or injury for three (3) or more consecutive days and provides a physician certification. In addition to the above, employees who becomes eligible for the salary continuation program or long-term disability insurance may continue to exhaust a portion of their sick leave to provide themselves with 100% of their regular pay during their disability period. Under no circumstances may employees add time to their banked sick leave. However, when using sick leave employees will accrue personal leave.

4. Options for Remaining Accrued Sick Time

A. Employees Hired Prior to January 1, 1986:

Employees hired prior to January 1, 1986 are eligible to receive a payout of one third (1/3) of their accumulated unused sick leave up to a maximum of 90 accumulated days or 30 payout days upon severance of employment from the City of Chaska. Under the Personal Leave Plan, employees hired prior to January 1, 1986, have the option of receiving this severance at their current hourly rate when personal leave is implemented or at the time of their last day of employment with the City at their hourly rate at the time of termination. This severance can be paid to employees as taxable income for investment or can be invested by employees on a pre-tax basis into a 457 deferred compensation plan as allowed by IRS regulations. Employees must make an irrevocable election at the time that the personal leave plan is implemented.

After severance has been paid to employees or set aside for pay-out at the time that they leave City employment, all remaining sick leave will be banked for use consistent with the same policies and procedures for all employees as outlined in Section 4 B.

Employees will not lose their sick leave since it will be banked for use only after an employee has been absent from work due to an illness or injury for three (3) or more consecutive days and provides a physician's certification. In addition to the above, employees who becomes eligible for the salary continuation program or long-term disability insurance may continue to exhaust a portion of their sick leave to provide themselves with 100% of their regular pay during their disability period. Under no circumstances may employees add time to their banked sick leave. However, when using sick leave employees will accrue personal leave.

C. New Employees:

New employees, those hired after personal leave is implemented, will begin accruing personal leave in accordance with their number of years of service.

5. Personal Leave Accrual, Carry-Over and Cash-Out

For employees converting from vacation and sick time to paid personal leave, a maximum amount of personal leave will be allowed to be carried at any time during the year. Initially, the maximum amount will be the amount of personal leave accrued by the employee at the time that the plan is implemented. As employees use personal leave, the maximum amount will be lowered by the amount of leave they use, until it is at or below two (2) times the employees' annual personal leave accrual. Once the rate is lowered to or below two (2) times the employees' annual accrual rate and for new employees that are on the Paid Personal Leave Plan, at no time may accumulated personal leave exceed two (2) times the annual rate at which employees earn personal leave.

In addition to carrying a maximum amount of personal leave, employees will be able to cash-out a maximum of four (4) days or thirty-two (32) hours of their personal leave

anytime during the calendar year. Under no circumstances, may an employee cash-out more than four (4) days or thirty-two (32) hours in a calendar year. The cash-out will be at the employee's current hourly rate and will be paid to the employee as taxable income or at the employee's election, may be placed into a 457 deferred compensation account consistent with IRS guidelines.

6. **Funeral Leave**
   An employee shall receive up to a total of three (3) days to attend funerals of members of the employee's immediate family defined as: spouse, children, step children, mother, father, brother, step brother, sister, step sister, grand children, grandparent, and step-grandparent of either the employee or employees spouse. An employee shall receive up to a total of two (2) days to attend funerals of other family members defined as: great-grandparent, aunt, uncle, niece, and nephew or if the employee is asked to perform the service of pallbearer.

7. **Termination of Employment**
   Accrued personal leave time shall be paid to employees as taxable income at the time of termination of employment if the employee leaves in good standing and provides a minimum of a two-week (10 working days) notice. Employees' Department Heads or supervisors are responsible for determining if an employee is leaving in good standing and is providing sufficient notice.

   Employees may not receive any severance for banked sick leave unless they were hired prior to January 1, 1986 and have made an election to have their time paid-out. This payout is subject to the rules established in 4. A. above.

   In the event of an employees death while in service to the City of Chaska, accrued personal leave time shall be paid to the employee's estate according to IRS rules.

8. **Regular Part-Time Employees**
   Regular part-time employees are defined as those who are regularly scheduled to work one (1) or more hours per week. A regular part-time employee who works one (1) or more hours per week for twelve (12) consecutive months will be eligible for personal leave beginning on their thirteenth (13^{th}) month of employment. The amount of personal leave time accrued will be determined and prorated by the actual number of hours worked.

   Regular part-time employees will accrue personal leave at the rate of .08462 hours for each regular time hour worked. For more information on how this rate is calculated, please contact the Assistant City Administrator.

9. **Personal Leave Accrual While Receiving Salary Continuation and Long-Term Disability**
   Employees receiving benefits for salary continuation or long-term disability are not eligible to accrue personal leave. However, employees receiving salary continuation or long-term disability benefits may exhaust accrued personal leave and banked sick leave to provide themselves with 100% of their regular pay during their period of disability. Employees supplementing their salary continuation or long-term disability insurance with personal leave or banked sick leave will accrue additional leave based on the prorated amount that they are using.

10. Flexible Benefit Plan Insurance While Under the Salary Continuation Program

In conjunction with providing employees with salary continuation coverage, the City will continue to make its monthly contribution to employees' Flexible Benefit Plans depending upon their election (i.e. single or family coverage) for the plan year. The contribution will begin at the time that employees begin receiving the salary continuation benefit and terminate at the time that their salary continuation coverage terminates.

City of Chaska
Salary Continuation Program

Summary of Benefit

The City of Chaska's Salary Continuation Program is meant to provide protection for employees who may be forced to be out of work for an extended period of time. The policy is designed to pay a weekly benefit to partially replace lost income due to a disability resulting from injury, sickness, or pregnancy. The policy is designed to provide employees with protection of up to 60% of their income, should their disability not allow them to earn their full weekly wage. It is the intent of the City of Chaska to ensure that all of its employees have protection from unforeseen circumstances that can occur outside of the work environment. This salary continuation policy helps ensure that all of our employees have a guarantee of protection, should one of these unforeseen circumstances occur. Providing this benefit directly through the City will help eliminate the complicated procedures of dealing directly with an insurance company, and will ensure that the City will be able to provide proper attention to its employees in times when this coverage is a necessity.

Qualification for Benefits

Salary Continuation benefits are established to help protect the income of an employee should the employee need to be out of work for an extended period of time due to an illness, pregnancy, or injury. This benefit is only meant to protect an employees' income for conditions that would occur from circumstances outside of the workplace environment. All injuries or illnesses directly related to, or occurring in the workplace, will be covered under Worker's Compensation Insurance.

All injuries and illnesses in which a physician has specifically given instruction that an employee cannot attend work because of physical or mental restrictions due to an illness, pregnancy or injury, will be eligible for coverage. All pregnancies are eligible for coverage through the salary continuation program after the date of birth, unless specific written notice is received from the

attending physician indicating the need for the employee to be confined to bed rest, or have restricted work activities either before or after the birth.

Eligible Employees

All employees who are under the Paid Personal Leave Policy will be eligible for this benefit. Employees who are not on the Paid Personal Leave Policy and continue to accrue Vacation and Sick Time are not eligible for this benefit. To be considered full-time, an employee must work at least thirty (30) hours per week. No temporary or part-time employees will be eligible for this benefit. This benefit will become available for the employee to use after their first complete day of employment with the City of Chaska.

Test for Disability Status

In order to qualify for the use of the Salary Continuation Benefit, an employee must first be classified as disabled. In order to meet the definition of disabled, an employee must be able to satisfy either the Occupation Test or the Earnings Test.

> Occupation Test: An injury, sickness, or pregnancy requires that you be under the regular care and attendance of a physician, and the injury, sickness, or pregnancy prevents you from performing at least one of the material duties of your regular occupation.
>
> Earnings Test: You may be considered disabled in any week even if you are actually working, if an injury, sickness, or pregnancy prevents you from earning more than 80% of your weekly pay in that week in any occupation for which your education, training or experience qualifies you.

An employee may satisfy these tests with any injury, illness or pregnancy in which a physician specifically gives written notification to the employer that this condition will affect the employee's workplace activities and abilities. Satisfying these qualifications under the Occupation and Earnings tests will not automatically qualify you for Salary Continuation, and no benefit will be paid to the employee if the injury or illness was directly caused by an occupational duty. Injuries or illnesses caused by circumstances associated with an occupational duty will be covered through Worker's Compensation Insurance.

How to Use the Salary Continuation Program

If an employee satisfies the definition of being disabled from an injury, illness or pregnancy, and will be forced to be out of work for an extended period of time due to this disability, the following is a defined procedure for how an employee makes a claim for Salary Continuation Coverage.

Filing a Claim:

1. In order to qualify for use of Salary Continuation Coverage, an employee must first complete a five (5) day qualifying period. The first three (3) days of this qualifying period, the employee must use 3 days of Paid Personal Leave. The last 2 days of this qualifying period, the employee may use any combination of Paid Personal Leave or banked Sick Time.
2. After the five (5) day qualifying period, an employee may then qualify for use of Salary Continuation Coverage. To qualify, the employee must first contact the Assistant City Administrator in writing explaining the situation and requesting the coverage.
3. The employee must, by the fifth consecutive day of absence, notify in writing the Assistant City Administrator and provide proper documentation from their physician, describing their condition and the need for an extended absence. This documentation must indicate the estimated time of absence from their work activities.
4. The Assistant City Administrator will review the written documentation and request and determine if the condition warrants utilization of coverage, and requires absence from work. Unless there is a clear reason for not approving a Salary Continuation claim, the Assistant City Administrator will not unreasonably deny any requests that come from an employee's attending physician for the need to take an extended absence from normal work activities.

   Note: The City of Chaska does have the right to require the employee to obtain a second opinion from a doctor of the employer's choosing, if there is reason to question the diagnosis by the employee's attending physician. The cost of this opinion would be covered by the City of Chaska.

5. If the Assistant City Administrator approves the Claim, the Assistant City Administrator will memorialize these findings by sending a memo/letter to the employee, the employee's Department Head, and Payroll indicating the approval or disapproval of the coverage. This memo will also outline the employee's use of any other banked time the employee may desire to use to bring their earnings up to 100% of their pre-disability pay (such as banked Sick Time or Paid Personal Leave time). At no time will the employee be allowed to collect Salary Continuation, or utilize sick or personal leave time in conjunction with this benefit, that would put the employee's earnings at over 100% of the weekly wage.
6. The Assistant City Administrator will notify payroll of this claim, and all Salary Continuation payments will commence. The payments will be included in the employee's regular bi-weekly checks. This Salary Continuation claim will be reported as taxable income for the employee.

7. Coverage will continue as long as the employee's attending physician deems time away from work is necessary for up to a total of twelve (12) weeks, after which Long-Term Disability will become available (if the employee has opted to enroll for this benefit). The City of Chaska may, from time to time, require the employee's attending physician to provide an update on the employee's recovery, what the estimated time away from the employee's work activities will be, and if there are any measures the City could take to make the employee's return to work more expedient. (These measures could include assisting with rehabilitation services, or making the employee's work schedule or environment conducive to the employee's disability).

8. An employee will need to obtain a signed Report of Workability to return to all normal duties at work after utilizing the Salary Continuation Program.

Schedule of Salary Continuation Payments

An employee qualifying for Salary Continuation coverage will be covered for up to 60% of their weekly earnings. For each day of a period less than a full week, the scheduled amount will be prorated accordingly.

This benefit will be coordinated with any other leave or disability programs including the Family Medical Leave Act (FMLA), Social Security, PERA, worker's compensation, ect… The City of Chaska's Salary Continuation policy will pay up to 60% of the employee's weekly earnings after all other disability program payments have been deducted. At no time may an employee receive more than 60% of their weekly earnings from a combination of their Salary Continuation payments and disability program payments. However, an employee may supplement their benefit payment with banked Sick or Paid Personal Leave time. At no time may the combination between the Salary Continuation benefit and an employee's banked Sick or Paid Personal Leave time equal more than 100% of their normal weekly earnings.

As defined in the Paid Personal Leave Policy, an employee receiving Salary Continuation payments from the City will continue to receive their monthly Council Contribution toward their Flexible Benefit Plan. This contribution will begin at the time the employee begins to receive Salary Continuation payments and will terminate at the time their benefit coverage will terminate.

Weekly pay is defined as 40 hours at an employee's hourly rate. This pay is determined by the rate an employee is being paid the day before their period of disability starts. Possible bonuses, overtime, and other compensation will not be included in the calculation of the employee's hourly rate.

The qualifying period to receive Salary Continuation coverage will be five consecutive days of absence from an employee's position due to the disabling condition. The first three (3) days of this qualifying period, the employee must use 3 days of Paid Personal Leave. The last 2 days of this qualifying period, the employee may use any combination of Paid Personal Leave or banked sick time. The maximum benefit period will be twelve (12) weeks (one (1) week of qualifying period and eleven (11) weeks of 60% coverage). The possible twelve (12)-week benefit period will start on the first day an employee is absent from work due to the disabling condition, and will continue for the next twelve (12) consecutive weeks that the employee is not able to attend work because of the same condition that disabled the employee at the beginning of this twelve (12)-week period. At the end of the twelve (12) weeks, if the employee is still out of work due to the same disabling condition, the employee will qualify for Long-Term disability (if the employee has opted to enroll for this benefit).

> **Note:** For a period of disability due to a non-cesarean pregnancy, there will be a defined period of six (6) weeks that an employee will be eligible to receive Salary Continuation coverage (one (1) week of qualifying period and five (5) weeks of 60% coverage). For a period of disability due to a cesarean pregnancy, there will be a defined period of eight (8) weeks that an employee will be eligible to receive Salary Continuation coverage (one (1) week of qualifying period and seven (7) weeks of 60% coverage). If an employee has complications due to a non-cesarean or cesarean pregnancy that will force them to be out of work for more than a five (5) or eight (8) week period, extended coverage can be claimed by the employee. The claim process for this extended period of time will be identical to the claim process an employee would have to go through for any disability. The employee will have to file a separate written claim with the Assistant City Administrator requesting this extension of time.

The maximum interruption period an employee can have during this period of disability is two (2) consecutive days. If an employee is given clearance from their physician to return to normal duty, and works in the capacity of their normal functions for at least two (2) consecutive days, any new disabling condition would be considered a new disability.

Exclusions from Salary Continuation Coverage

The City of Chaska will not pay benefits for any time an employee is confined to any facility because you were convicted of a crime or public offense.

The City of Chaska will not pay benefits for any part of a period of disability during which the employee is receiving benefits under any Worker's Compensation Act (or similar law) or the Maritime Doctrine of Maintenance, Wages or Cure.

The City of Chaska will not pay benefits for any disability caused by:

- War or any act of war, whether declared or not;

- Taking part in or the result of taking part in committing a crime in which you were convicted of that crime.
- An injury that arises out of or occurs in the course of any occupation for pay or profit that entitles you to benefits under any Worker's Compensation Act or similar law; or
- A sickness that entitles you to benefits under any Worker's Compensation Act (or a similar law).

The City of Chaska will not pay benefits if:

- We have offered you the opportunity to return to limited work while you are disabled,
- you are functionally capable of performing the limited work which is offered, and
- you do not return to work when and as scheduled.

Any non-compliance with these three provisions will be considered non-cooperation by the employee and may result in the cancellation of Salary Continuation benefits by the City of Chaska.

Benefits will end on the first scheduled day the employee is to return to work, and will not continue after the employee is officially no longer working for the City of Chaska.

Miscellaneous Inclusions of Policy

An employee will not accrue Paid Personal Leave time while receiving benefit payments, unless the employee supplements their Salary Continuation with Paid Personal Leave or banked Sick Time. If an employee supplements their pay by 40% of the full time employment status through banked Sick or Paid Personal Leave, Paid Personal Leave will accrue and be pro-rated based on the amount of Paid Personal Leave or Sick Time used. An employee cannot receive more than the employee's normal take home pay because of any Salary Continuation Coverage. The City's entire contribution to the Flexible Benefit Plan will continue while on Salary Continuation Coverage. Holidays will be paid but are also included in the maximum count of Salary Continuation days used.

Salary Continuation Coverage cannot be used to care for any ill or injured family member.

Any employee receiving a denial of Salary Continuation Coverage may request in writing, within 60 days of denial, a written explanation of the denial of coverage. If the employee is in disagreement with the denial of benefits and wants to appeal this decision, the employee must submit to the Assistant City Administrator an official letter of appeal. This letter must be received by the Assistant City Administrator, and must include a list of the specific reasons why the denial is being appealed. The Assistant City Administrator will have 10 working days from the receipt of this appeal to make a written decision on the appeal. If the employee is still in disagreement with the decision made by the Assistant City Administrator in regards to the appeal, the employee may appeal in writing to the City Administrator. The City Administrator will then have 10 working days to make a determination in the appeal. The City Administrator's decision is final.

If an employee at any time during the period of disability discovers they will not be able to return to work, even with reasonable accommodations, the employee must immediately report this in writing to both their Supervisor and the Assistant City Administrator.

Questions on Policy

Any questions on this policy should be referred to the Assistant City Administrator at 952-448-9200.

Salary Continuation Coverage Example Chart

Week 1: -3 days (24 hours) of Paid Personal Leave.
-2 days (16 hours) of Paid Personal Leave or banked Sick Time.

Week 2-12: -60% of Salary covered by Salary Continuation Coverage.
-40% of Salary can be covered by Paid Personal Leave or banked Sick Time.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
2/28/2022

Subject: 2022 Downtown Reconstruction Project Feasibility Study

Prepared By: Matt Clark, City Engineer

In 2011 the City began implementing the downtown reconstruction program which included an overall master plan for upgrading streets and utilities throughout Downtown. Over the last decade street and utility replacements have occurred which accounts for all but a few of the streets that were identified in the plan. Attached to the report is the master layout map showing the completed sections of street reconstruction and the streets that remain to be programmed.

The streets that are shown in red on the attached map are those that are proposed for the City to evaluate the feasibility to reconstruct in 2022. These highlighted streets follow in line with the plan to upgrade City streets and public utilities in downtown. The blocks that are selected allow the continuation of utility upgrades, particular to how the sanitary sewer system flows in downtown.

Following the same process as with previous years, the Council authorized the preparation of a feasibility report for the streets planned late last year. The attached report studies the feasibility and economic impacts of reconstructing the streets and utilities within the proposed seven blocks. The streets being evaluated are consistent with how the overall program has been set up for reconstruction occurring from south to north. The blocks proposed to be improved are Oak Street, north of Fifth Street; Sixth Street, between Beech Street and west of Oak Street; Maple Street between Sixth Street and Fifth Street; Beech Street between Sixth Street and Stoughton Avenue.

As the City's reconstruction plan has moved forward through the years, in part with the City's master planning of streets and utilities, one of the key sewer elements included a new trunk sewer extension that would eliminate the existing lift station along Yellow Brick Road. This year's project along with the project that is planned for County Road 61 (Chaska Boulevard) would allow for this to occur. Although separate from the City's reconstruction program, the report includes this extension so that Council is aware of the planning and that timing of projects will likely dictate whether this could occur this year.

If the Council moves forward City staff plans to begin scheduling neighborhood meetings with property owners. Since the downtown street/utility reconstruction project does not include a property owner petition, the attached resolution needs to be approved specifying the City Council is the project initiator.

CITY COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2022-19 Accepting the Feasibility Study and Scheduling a Public Improvement Hearing for the 2022 Downtown Street Reconstruction Project

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE 2/28/2022 RESOLUTION NO. 2022-19

MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER

A Resolution Accepting the Feasibility Study and Scheduling a Public Improvement Hearing for the 2022 Downtown Street Reconstruction Project

---

WHEREAS, on November 15th, 2022, the Chaska City Council directed the City Engineer to prepare a Feasibility Study for the 2023 Downtown Second Street Reconstruction Project;

WHEREAS, the Feasibility Study has been completed as dated January, 2022, and

WHEREAS, the Feasibility Study has determined the project is feasible in terms of construction and economics;

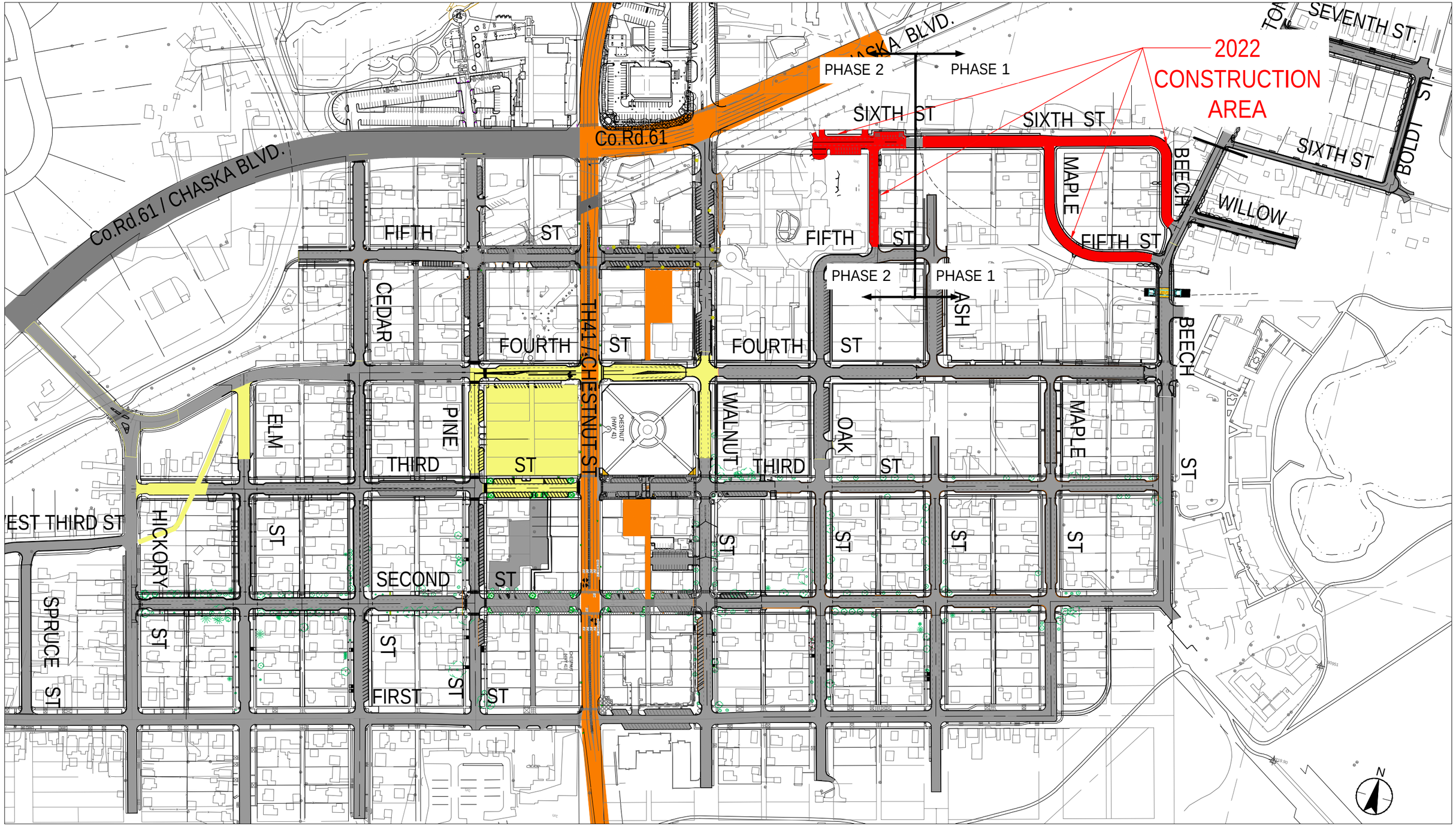
NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Chaska hereby accepts receipt of the Feasibility Study for noted improvements as prepared by Stantec, dated January, 2022; and,

BE IT FURTHER RESOLVED, that the Chaska City Council establishes Monday, March 21, 2022, as the date for a Public Improvement Hearing on said Improvement Project to be held at 7:00 pm at the City Hall Council Chambers. The City Clerk is directed to mail and publish notices in accordance with provisions of Minnesota statutes.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 28th day of February, 2022.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk



DOWNTOWN CHASKA MASTER STREET LAYOUT

CHASKA, MINNESOTA

2022 DOWNTOWN RECONSTRUCTION

RECONSTRUCTED STREETS

FUTURE STREET RECONSTRUCTION

2022 DOWNTOWN RECONSTRUCTION

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

FIGURE A-2

Stantec

733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

Date: 01/14/2022 PROJ. NO.: 193800229

Report For

2022 Downtown Reconstruction Project
Oak Street/6th Street/Maple Street/ Beech Street/5th Street/ Yellow Brick Road Trunk Utilities

Prepared for:

City of Chaska, Minnesota

January 26, 2022

Stantec Project No. 193805454

Stantec Consulting Services Inc.
733 Marquette Avenue Suite 1000
Minneapolis. Mn 55402-2309

January 26, 2022

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

Re: 2022 Downtown Street Reconstruction
City of Chaska
Stantec Project No. 193805454

Dear Mayor and Council:

Enclosed please find our Report on the 2022 Downtown Street Reconstruction Project that will involve Oak Street, 6th Street, Maple Street, Beech Street, 5th Street, and Yellow Brick Road Trunk Utilities for your review and comments. This report discusses the feasibility and economic impact of reconstruction of the streets and public utilities in this downtown Chaska neighborhood area.

We will be pleased to review this report with Staff and Council at any mutually convenient time.

Respectfully yours,

City of Chaska

Matthew Clark, P.E.
City Engineer

Stantec Consulting Services Inc.

Eric S. Lembke, P.E.
Project Manager

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Eric S. Lembke

Date: January 26, 2022 License No.: 42748

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Introduction

The City Council of Chaska has chosen to investigate the feasibility of reconstructing the northeast corner of the downtown district. Figure A-1 illustrates how the reconstruction program has progressed to date along with what streets in the program remain to be reconstructed. Figure A-2 shows the proposed streets to be improved as part of the 2022 Reconstruction program. The 2022 Project includes one block of Oak, Maple and Beech, and 3 blocks of Sixth Street. In the 2021 reconstruction project the old narrow Sixth Street bridge was replaced with a new box culvert bridge. This project will finish off the street section in that area.

All streets selected are part of the city's Street Reconstruction Program are part of Chaska's comprehensive pavement management program. From that process the streets in downtown Chaska have been programed in a multiyear Downtown Street Reconstruction Program. This will be the 12th year of the multiyear street reconstruction program that will have reconstructed over 5 miles of streets in the downtown area.

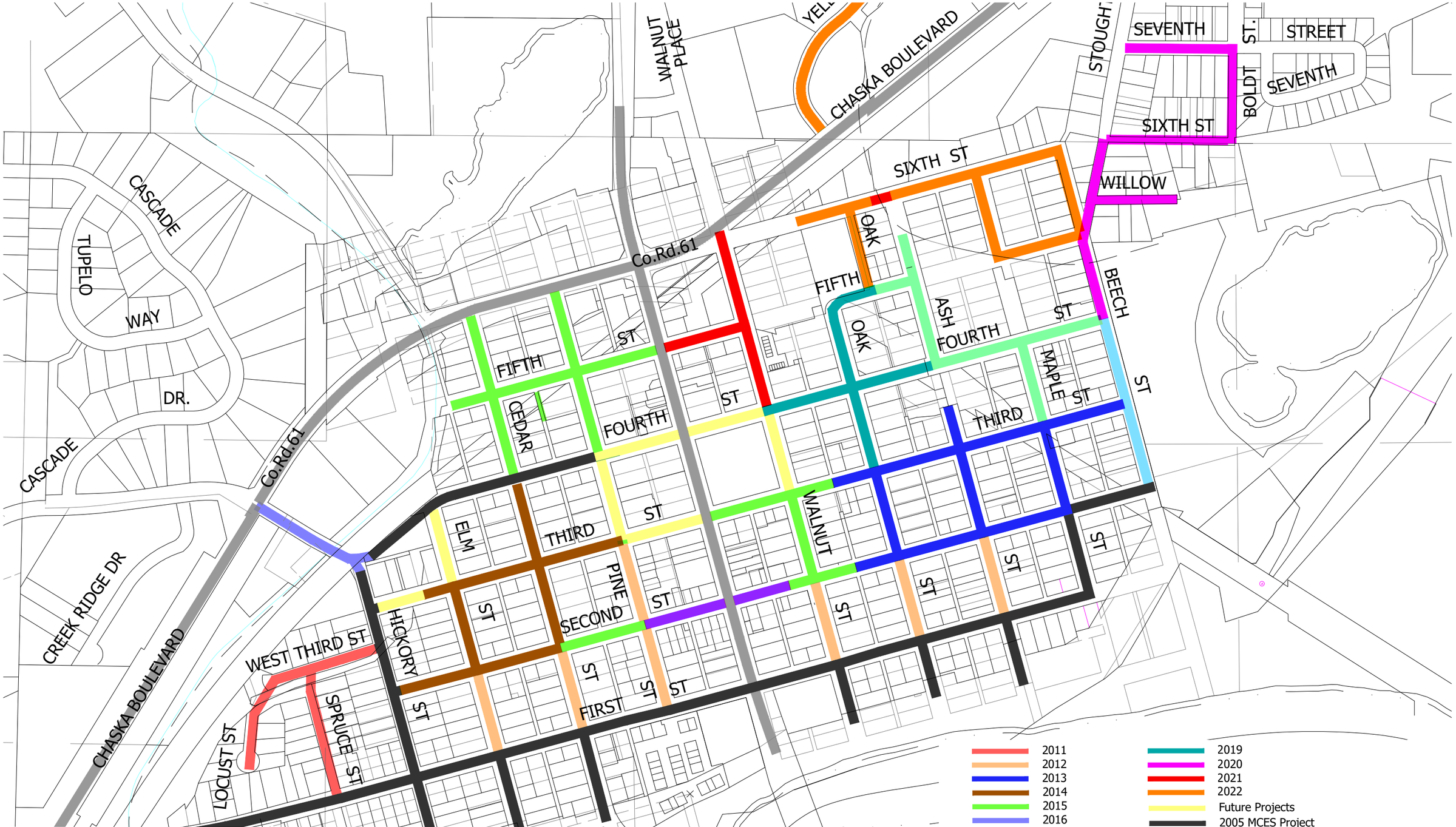
The 2022 reconstruction continues the order of the overall downtown street reconstruction program. The overall program through the years has worked from south to north as to follow the natural drainage patterns currently established for storm water and sanitary sewer in downtown. This year's project also is in conjunction with the improvements being planed with the County 61 construction proposed for 2022.

This report will focus on reconstructing the project streets to a 7-ton road design based on Chaska's Road design standards. In 2014 the city upgraded their 2012 downtown master plan. The update took a closer look at the geometric layout of the streets within the core area of downtown. This project however extended out the outer edges of the city's downtown standard block grid. The street right of way in these proposed streets vary from the standard 80 feet down to just 40 feet in width. The existing roadway widths in this area also vary significantly from as wide as 55 feet down to as narrow as 19 feet. This report then looks at proposing multiple street section widths and some sidewalk options that try to match each different area's footprint.

This year's selected streets also serve several different land uses. The western end of Sixth Street provides access to a park and ride parking lot together with access to a senior living facility, school/family center, and a couple of small businesses. While the remainder of the project area serves residential homes.

This year's reconstruction project will again continue the rebuilding of sanitary sewer, watermain and storm sewer for the area. The original sewer was installed nearly 100 years ago, while the water main is over 80 years old. This project will replace both entities. Storm sewer for this area is minimal and this project will bring up to today's standards.

As part of the past year's reconstruction projects, a larger deep sanitary sewer has been extended through the downtown area heading its way toward an existing lift station along the south side of Yellow Brick Road. With the extension proposed in this year's project, together with the timing of the County Road 61 project, it now makes it feasible to extend the new sanitary sewer all the way to the lift station. This project will look at the feasibility of eliminating the existing lift station and having all the flow go by gravity through downtown to the existing MCES facility.



DOWNTOWN PROJECT AREAS BY YEAR

CITY OF CHASKA

2021 DOWNTOWN RECONSTRUCTION

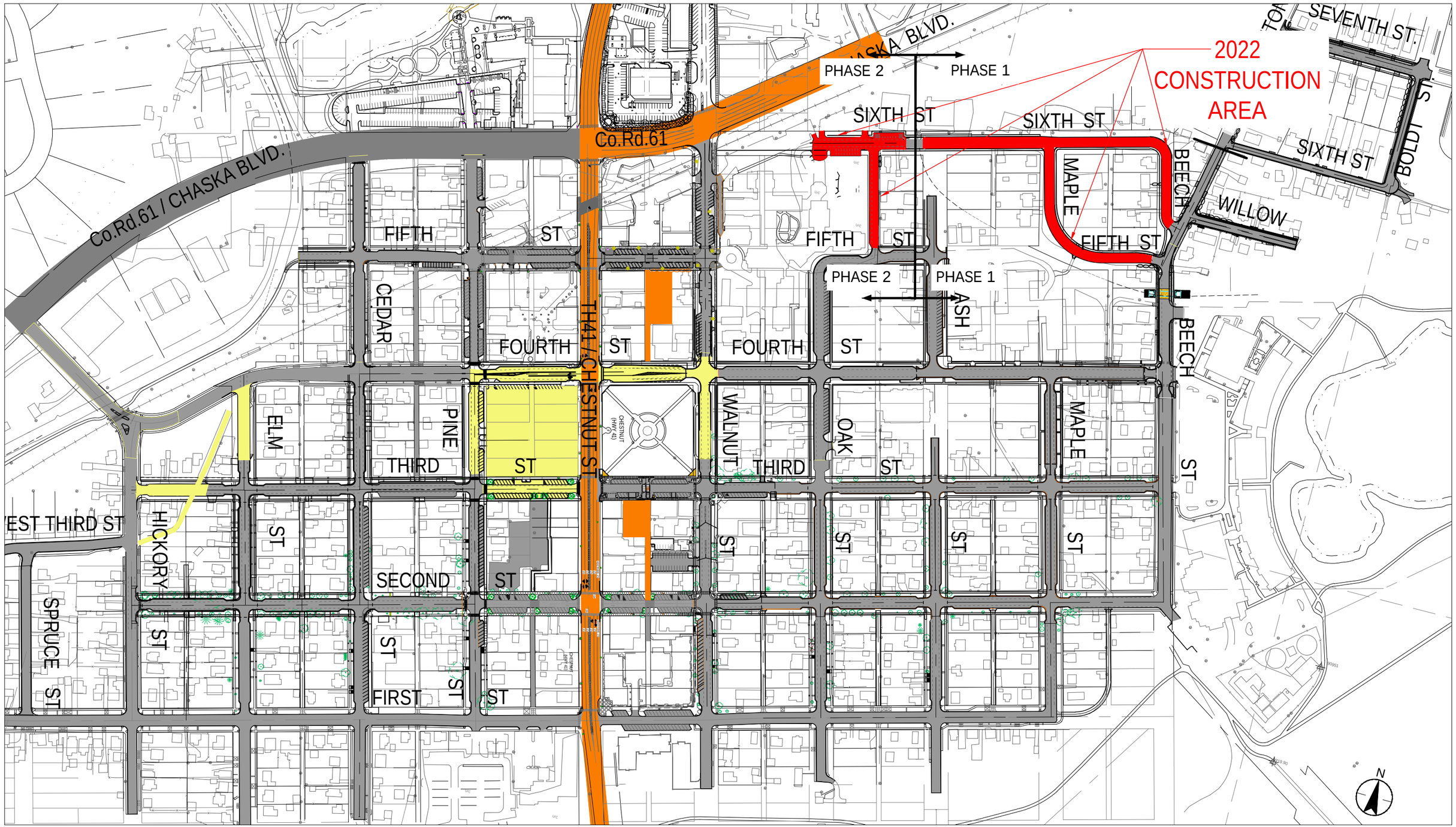
FIGURE A-1

Stantec

733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

DATE: 01/14/2022 PROJ. NO.:193805129

Plotted: 14 Jan 2022 - 10:02am
Drawing name: Y:\1938\active\193800229\CAD\Dwg\2022 MasterPlan\Reconstruction-2022Evol.dwg
XRefs: Y:\1938\229\CNO-Master Street Lyr, 193804572 - XSPL 193800229XSPL



DOWNTOWN CHASKA MASTER STREET LAYOUT

CHASKA, MINNESOTA

2022 DOWNTOWN RECONSTRUCTION

RECONSTRUCTED STREETS

FUTURE STREET RECONSTRUCTION

2022 DOWNTOWN RECONSTRUCTION

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

FIGURE A-2

Date: 01/14/2022 PROJ. NO.: 193800229

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Project Elements

As part of the reconstruction of the 2022 Downtown Reconstruction Project streets, there are some key project elements that need to be addressed. The following items will be reviewed and addressed in this report.

- Street Section/Layout
- Streetscape Amenity Features
- Storm Sewer Improvements
- Water Main and Sanitary Sewer Improvements
- Water and Sanitary Sewer Service Improvements
- Sump Line Installation

Street Section

This section of the report will focus on upgrading the roadways from their existing condition to Chaska's 7-ton street design section. The existing conditions and proposed improvements are discussed in the following pages.

EXISTING STREET AND UTILITY CONDITIONS

Figure-B-1 shows the existing conditions of the project streets and utilities for this year's project. The 7 blocks of streets range from 55 to 19 feet. Parking along the roadway varies from perpendicular to parallel to none across the project area. Some parts of Sixth street provide perpendicular parking stall to the senior living facility, school and one business building. Parallel parking occurs along the remainder of Sixth and is utilized along Fifth and Maple. For Beech Street there is some room for parallel parking while one short stretch near Sixth narrows to just enough space for two cars to pass.

No major street improvements have occurred on most of the streets, and they are well beyond their design life. The one exception is Oak Street. It was constructed in 1996 to facilitate the expansion of Auburn Manor. This project must extend new sanitary sewer along this stretch of Oak Street in order to accommodate the decommissioning of the Yellow Brick Road lift station which has been planned for nearly 10 years. Patching the streets is no longer practical or cost effective. The existing street profiles are very inconsistent and contain locations where water does not drain. Storm water drainage pools in the existing roadway and along pavement edges as previously mentioned. This can be remedied with the construction of a consistent roadway profile and new curb and gutter to direct and convey storm water runoff.



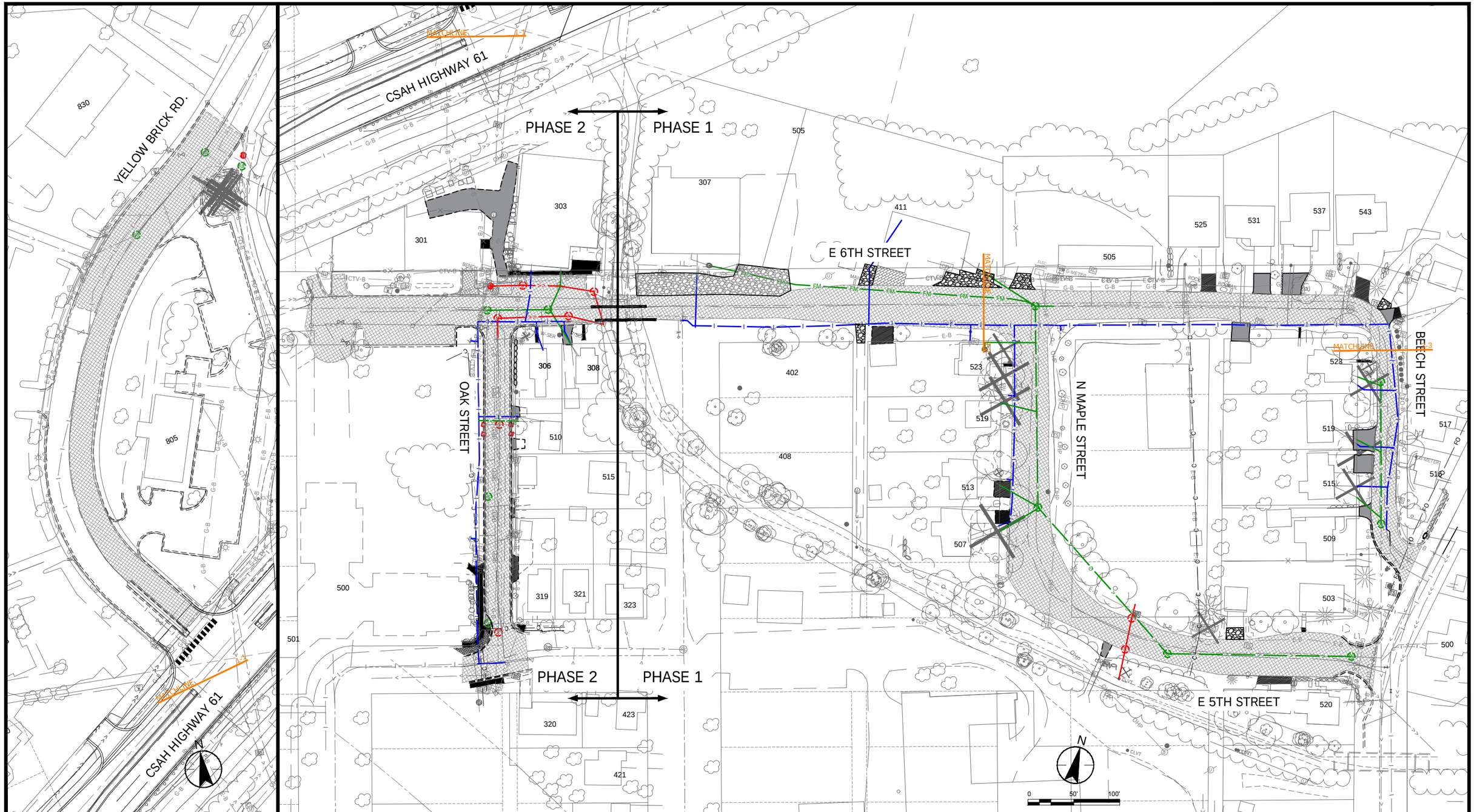
Distressed pavement and poor drainage



Destressed pavement, difficult corner to navigate

Unlike other areas of downtown, most of these streets do not have any sidewalks in the boulevards. The only area currently where sidewalk exists is on the north side of the parking stalls along the Family Center's parking stalls and diagonally across the Auburn manor site from the corner of Fifth and Oak north westerly to the parking lot North of their building.

Another significant change that is occurring in the project area is the block of Maple Street along the east side. Previously this parcel was owned by the school district and used as a neighborhood park. It has recently been sold to a developer who proposes to build residential housing units.



2022 DOWNTOWN RECONSTRUCT - EXSITING UTILITIES AND STREET - OVERVIEW

CITY OF CHASKA

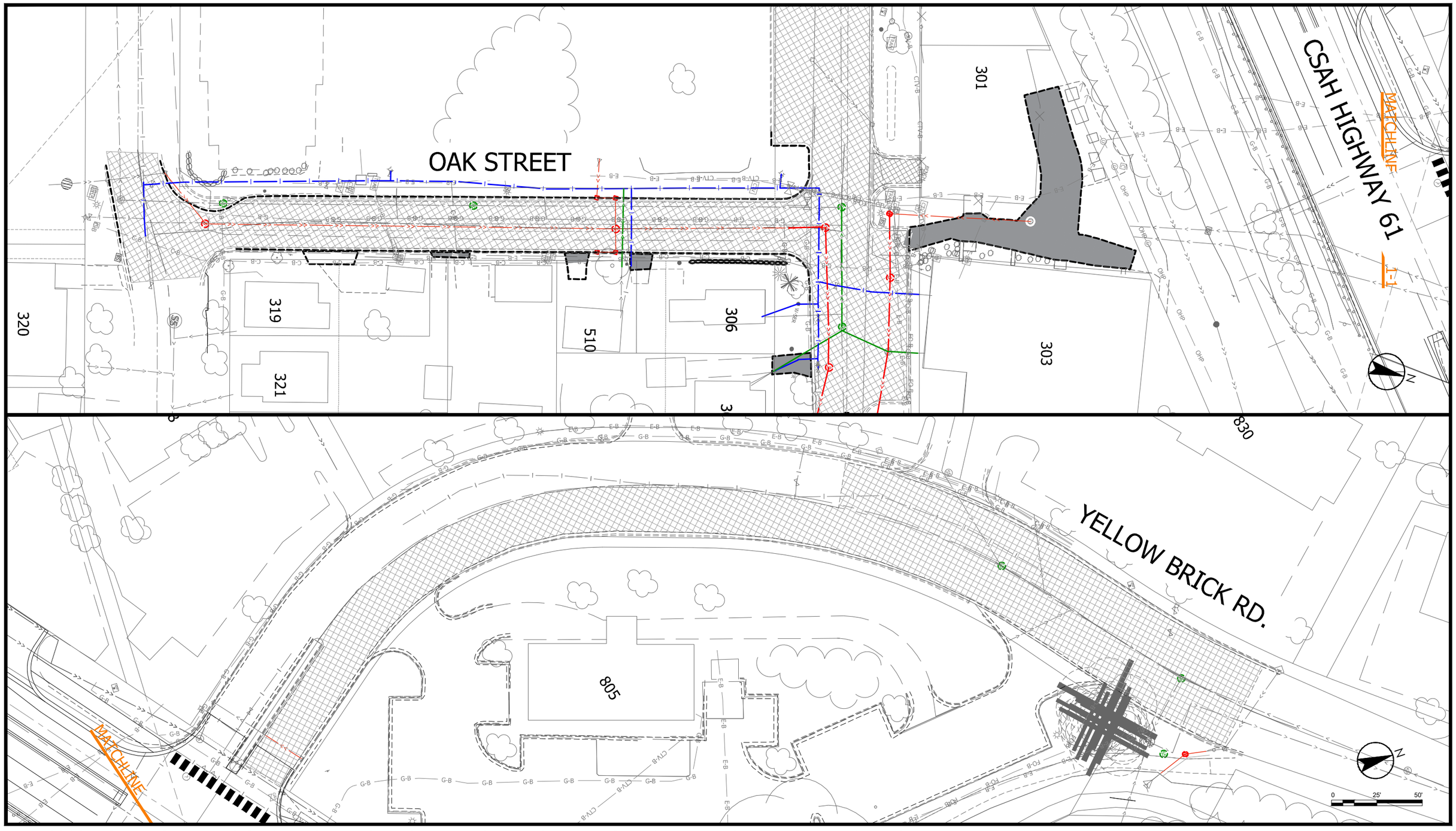
2022 DOWNTOWN RECONSTRUCT

FIGURE B-1

Stantec
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DATE 01/25/2022 PROJ. NO. 193805454

Plotted: 25 Jan 2022 - 4:51pm
Drawing name: C:\pw_stn_bh_infra01\dms\96111\b193805454 - Removal Figure.dwg
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2022 DOWNTOWN RECONSTRUCT - EXSITING UTILITIES AND STREET - OAK ST & YELLOW BRICK LIFT STATION

CITY OF CHASKA

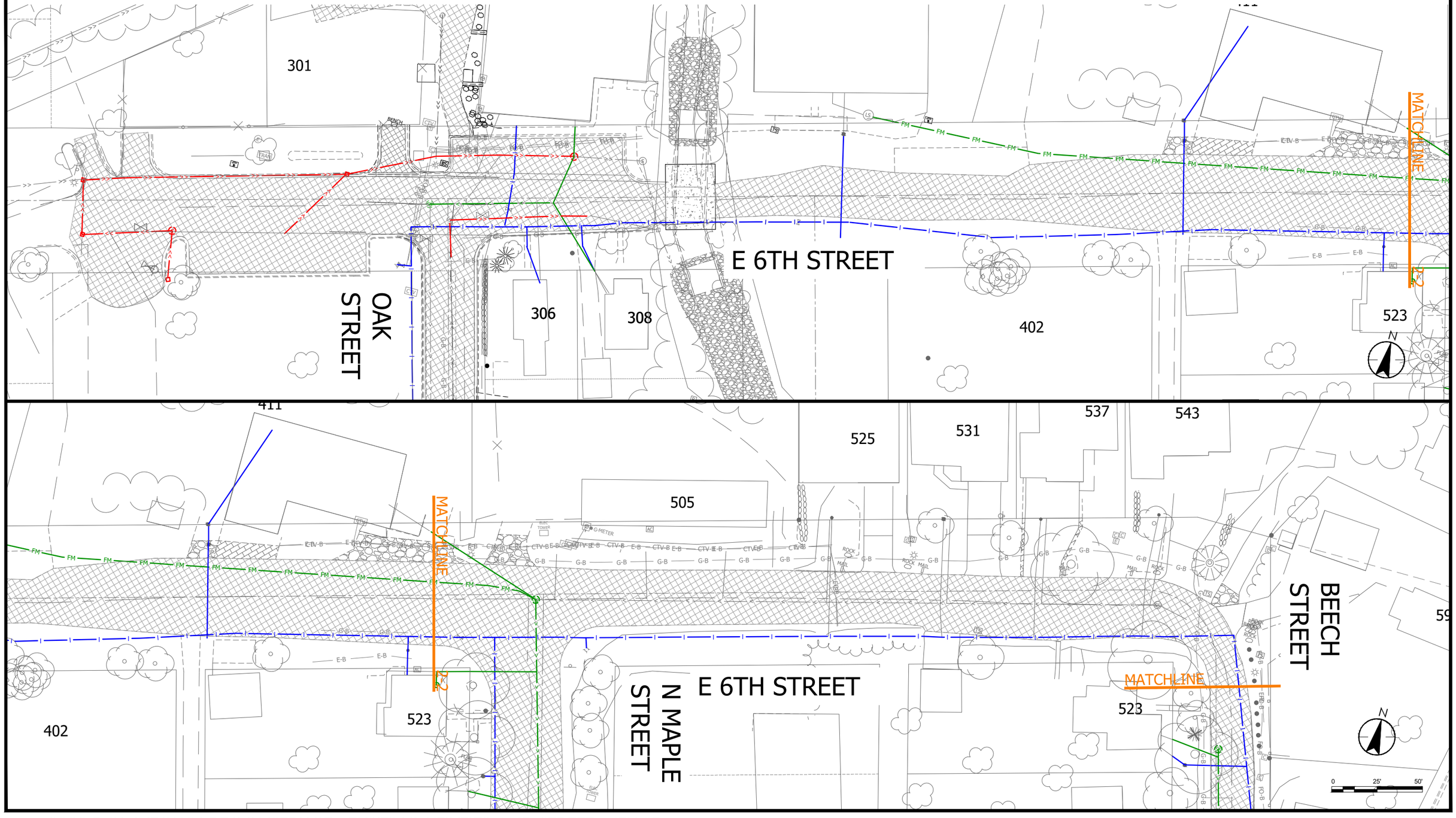
2022 DOWNTOWN RECONSTRUCT

FIGURE B-2

DATE 01/25/2022 PROJ. NO. 193805454

Stantec
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Plotted: 12/16/2022 - 6:30pm
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2022 DOWNTOWN RECONSTRUCT - EXSITING UTILITIES AND STREET - 6TH ST

CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

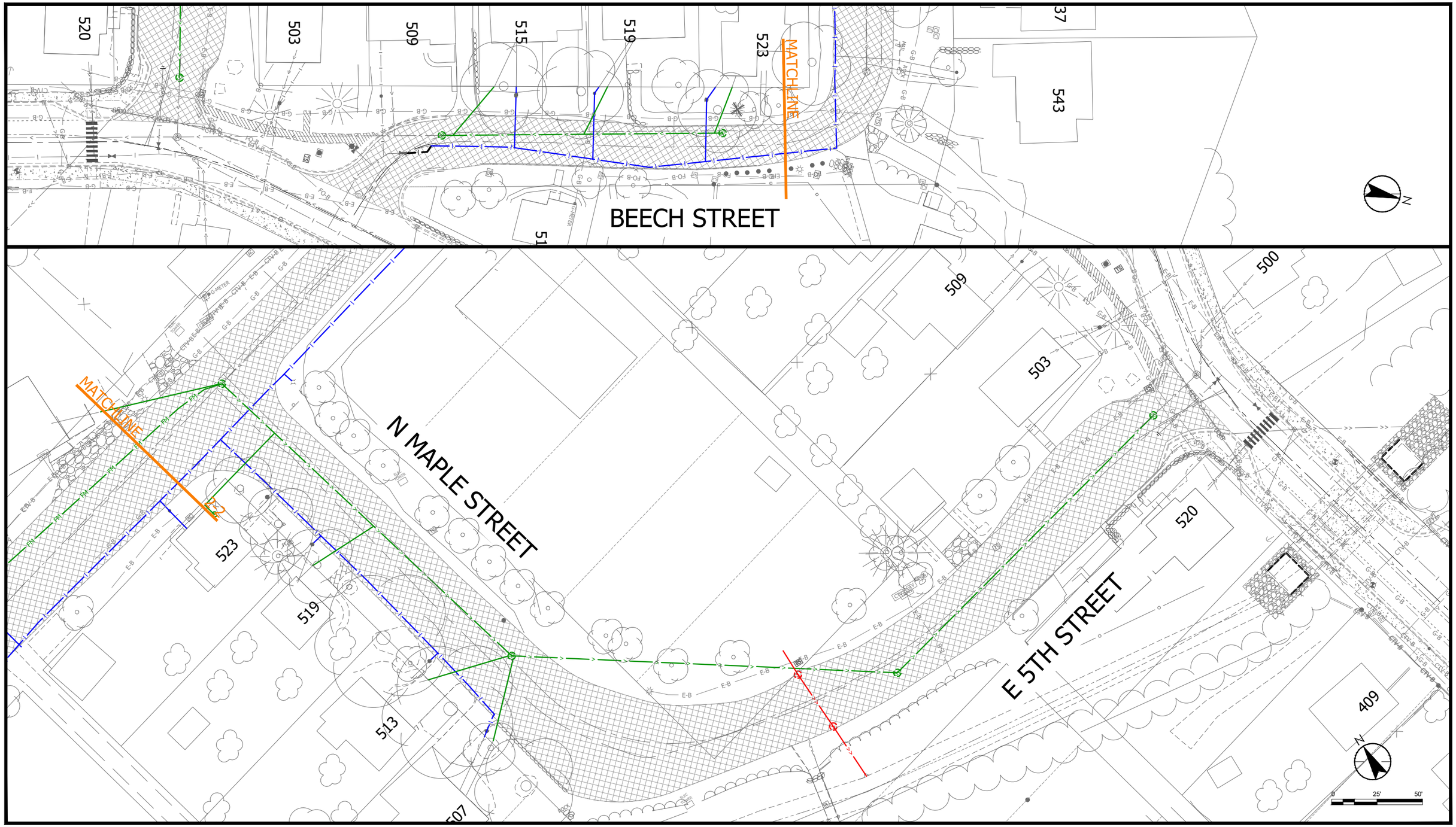
FIGURE B-3

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DATE 01/25/2022 PROJ. NO. 193805454

Plotted: 1/25/2022 - 7:45am
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2022 DOWNTOWN RECONSTRUCT - EXSITING UTILITIES AND STREET - 5TH ST, MAPLE ST, & BEECH ST.

CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

FIGURE B-4

DATE 01/25/2022 PROJ. NO. 193805454

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Date: 1/25/2022 - 7:45am
Drawing name: C:\pw_stn_bh_int\01\dms9261\LB-193805454 - Removal Figure.dwg
XRefs: 193805454-XSXT-Feasibility, 193805454-XSPT-Feasibility, 193804838- address numbers, 193805454-MarkHurd_BMI_Proposed_Design_4_14_2021, 193805454-XSXT, 193805454 - Feasibility - Tree Removal

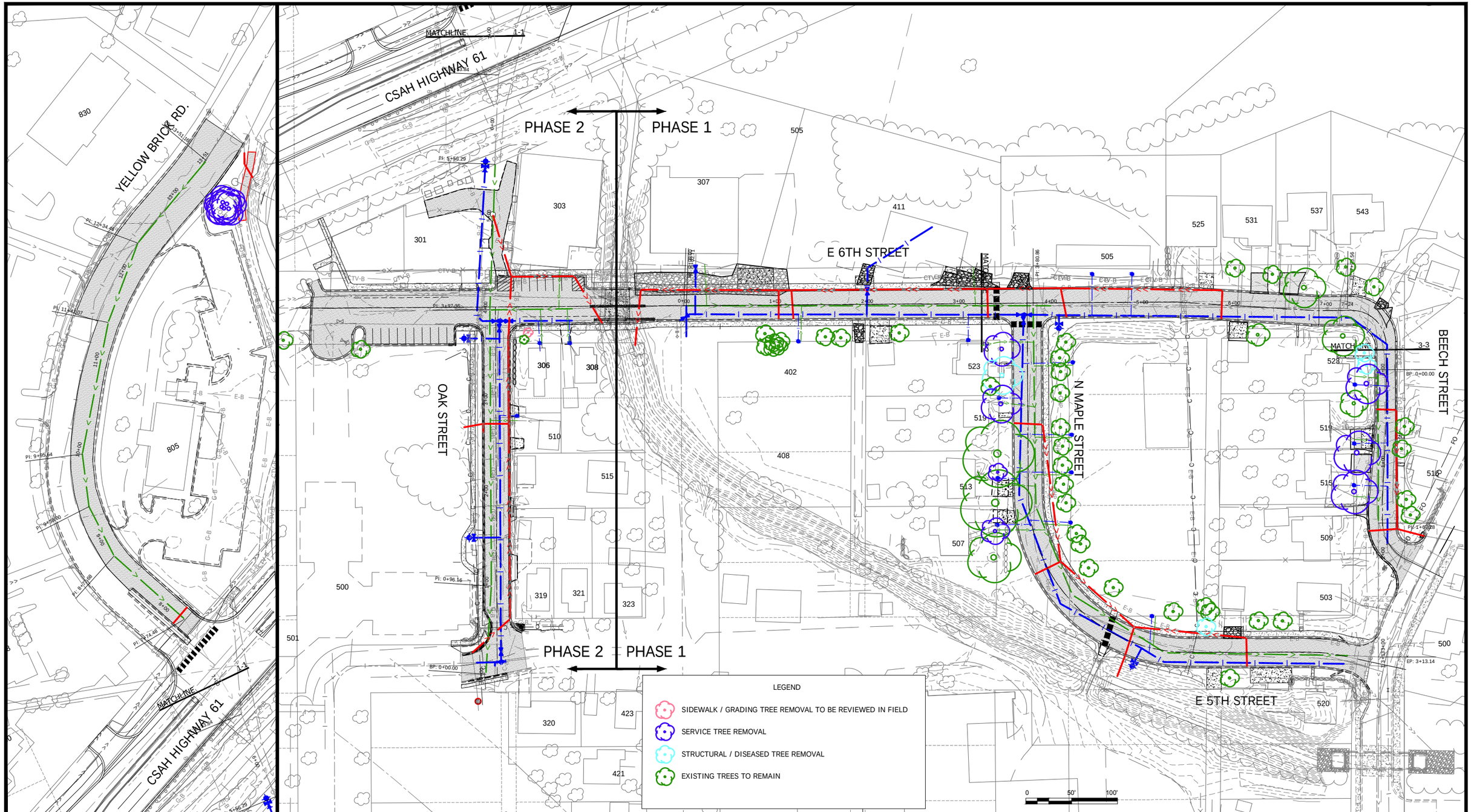
An evaluation of the trees has been performed. Figures C-1 to C-4 illustrate the trees that will be impacted in some form by construction as well as those that may remain. Following approval of the design, City Staff will be working with residents and business owners individually to identify the impacts of construction. Based on the final design and tree impacts, residents and businesses will be provided options for their boulevard and tree replacements.



Trees impacted by utility services



Trees impacted by utility services, Structurally deficient trees



2022 DOWNTOWN RECONSTRUCT - TREE REMOVAL - OVERVIEW

CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

FIGURE C-1

DATE 01/25/2022 PROJ. NO. 193805454

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Date/Time: 1/25/2022 - 9:20am
Drawing name: C:\pw_stn_bh_infra01.dms\93111\C:193805454 - Tree Removal Figure.dwg
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OAK STREET

CSAH HIGHWAY 61

MATCHLINE

1-1

YELLOW BRICK RD.

MATCHLINE

LEGEND

- SIDEWALK / GRADING TREE REMOVAL TO BE REVIEWED IN FIELD
- SERVICE TREE REMOVAL
- STRUCTURAL / DISEASED TREE REMOVAL
- EXISTING TREES TO REMAIN

320 319 321 306 510 301 303 830 805

0 25' 50'

2022 DOWNTOWN RECONSTRUCT - TREE REMOVAL - OAK ST & YELLOW BRICK LIFT STATION

CITY OF CHASKA

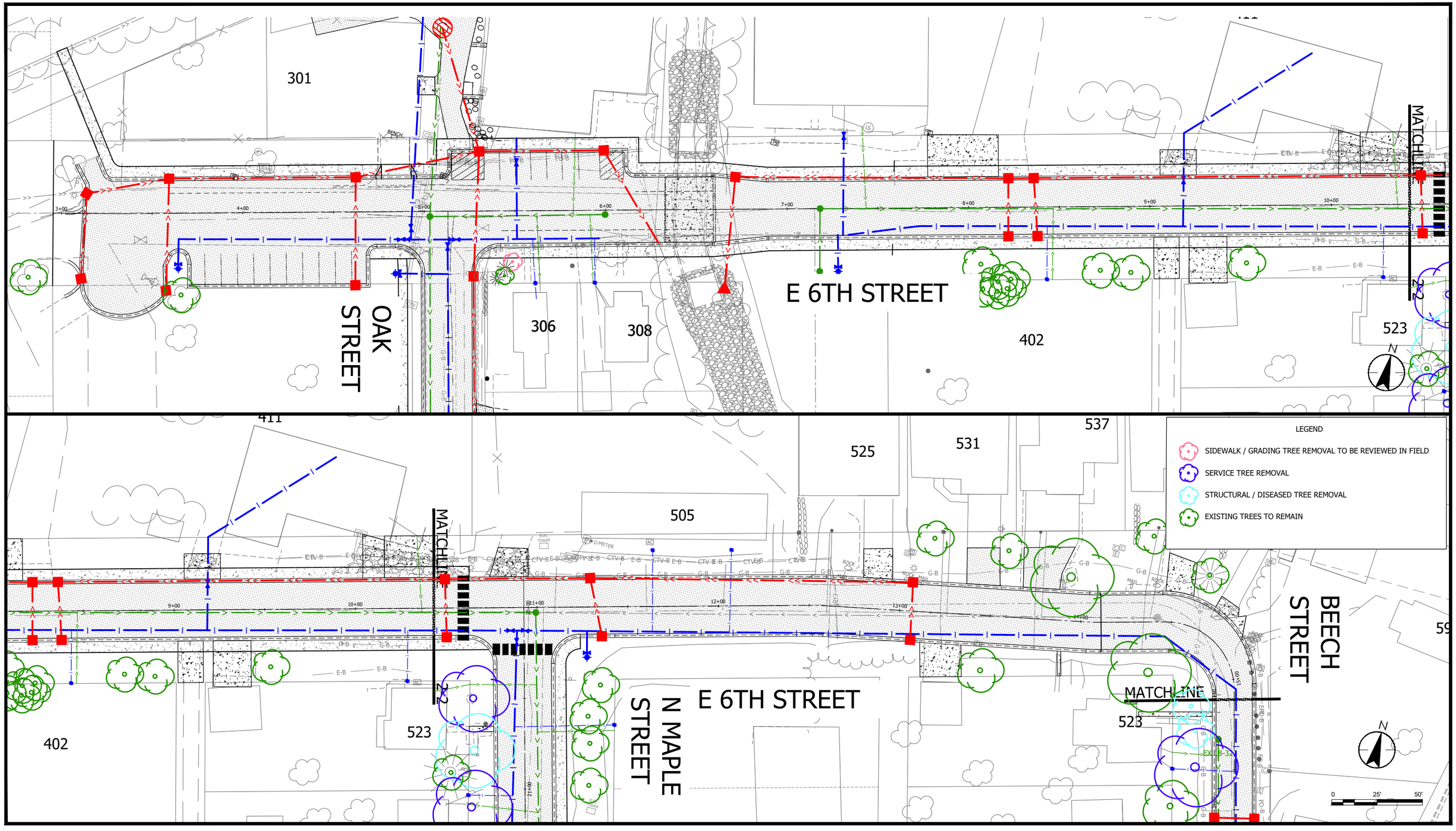
2022 DOWNTOWN RECONSTRUCT

FIGURE C-2

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DATE 01/25/2022 PROJ. NO. 193805454

Date: 1/25/2022 - 9:04am
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2022 DOWNTOWN RECONSTRUCT - TREE REMOVAL - 6TH ST

CITY OF CHASKA

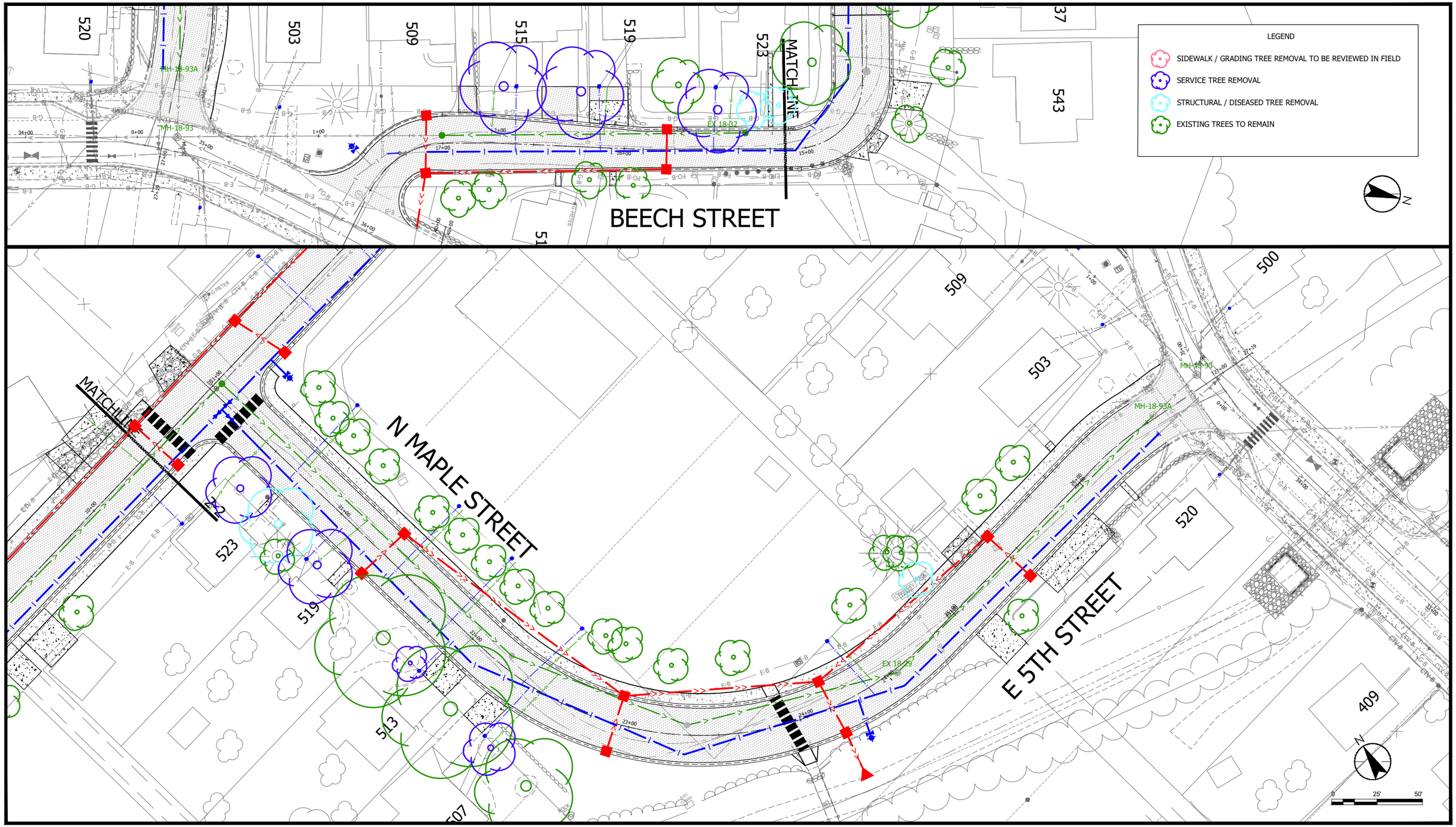
2022 DOWNTOWN RECONSTRUCT

FIGURE C-3

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DATE 01/25/2022 PROJ. NO. 193805454

Plotted: 25 Jan 2022 - 6:52am
Xrefs: 193805454-XSH-Feasibility, 193805454-XSH-Feasibility, 193805454-XSH-Feasibility, 193804838- address numbers, 193805454-Mankfurd, BM_Proposed_Design_4_14_2021, 193805454-XSH, 193805454 - Feasibility - Tree Removal
Drawing name: C:\pw_stn_bh_info01\Users\216\C-193805454 - Tree Removal Figure.dwg
Date to Plot: 1/25/2022 - 6:52am



2022 DOWNTOWN RECONSTRUCT - TREE REMOVAL - 5TH ST, MAPLE ST, & BEECH ST.

CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

FIGURE C-4

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Plotted: 1/25/2022 - 6:52am
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PROPOSED STREET SECTION LAYOUT IMPROVEMENTS

The following figures D-1 through D-4 show overall layouts of the proposed street improvements for the streets within the 2022 reconstruction area. Figures TYP-1 through TYP-4 which are located in Appendix B at the end of the report show each planned street improvement in more detail. In general, There are four different street sections being proposed in 2022 to adjust to the changing right of way conditions and geographical features that surround project boundaries.

Starting on the west end of Sixth Street from Oak Street to the park and ride lot, the west bound lane is proposed to be 19 feet wide to allow for one 11 drive lane and one 8-foot parking lane. For east bound a 11-foot drive lane is proposed along with a 7-foot buffer zone between the drive lane and perpendicular parking zone to accommodate the senior living use, just as it is used today. A sidewalk connection up the future "Circle the Brick" trial is proposed on the city's parcel that once contained the downtown electrical substation.

From the intersection of Sixth and Oak east to just beyond the bridge it is proposed to construct a 39-foot-wide roadway with a 11-foot drive lane in each direction with an 8-foot parallel parking lane. In the areas of the existing family center, it is proposed to add perpendicular parking in front of their building to match what is there today. East of the bridge the roadway is proposed to narrow to a standard 32-foot-wide residential street. Along both the north and south side of the roadway in this area a 6-foot sidewalk is proposed to be installed up against the back of the new proposed curb.

Continuing east along Sixth street from the intersection with Maple Street to the Beech Street curve, it is proposed transition the roadway to a standard 32-foot-wide residential street. The street is being proposed to be put back very closely to where the existing street is currently. For this stretch no sidewalk is being proposed for either side.

For Maple Street and Fifth Street from Sixth to Stoughton, these two roadways are also proposed to be constructed to a standard 32-foot-wide residential street section. This section blends in well with where the existing roadway exists today. It does however go outside the old plated right of way of the downtown grid system due to the existing East Creek cutting across the area. The City is working with the new property owner to review this matter. Along the east side of Maple and continuing on the north side of Fifth, a 6-foot sidewalk is proposed up adjacent to the back of curb. This sidewalk would then connect into the sidewalk system along Stoughton.

Beech Street is currently the most challenging geographic conditions to work in. The existing roadway varies from 32 feet wide and narrows down to about 19 feet wide as it moves north up the hill. This project is proposing to investigate placing a variable width street section. It will start with a width of 32 feet and reduce to 22 feet wide through the tightest area then transition back to a standard 32-foot-wide street. Currently we are not proposing a sidewalk in this area due to the tight restraints of the corridor.

Oak Street from Fifth to Sixth has the narrowest right of way corridor. This converted alley to street was constructed back in 1996 to accommodate the expansion of the Auburn Manor complex. This project must install new trunk sanitary sewer under the street. This will then require that Oak Street be rebuild. For the 2022 reconstruction project it proposed to replace the street to the same width as it exists today (28 feet). The project also recommends installing a new sidewalk along the west side

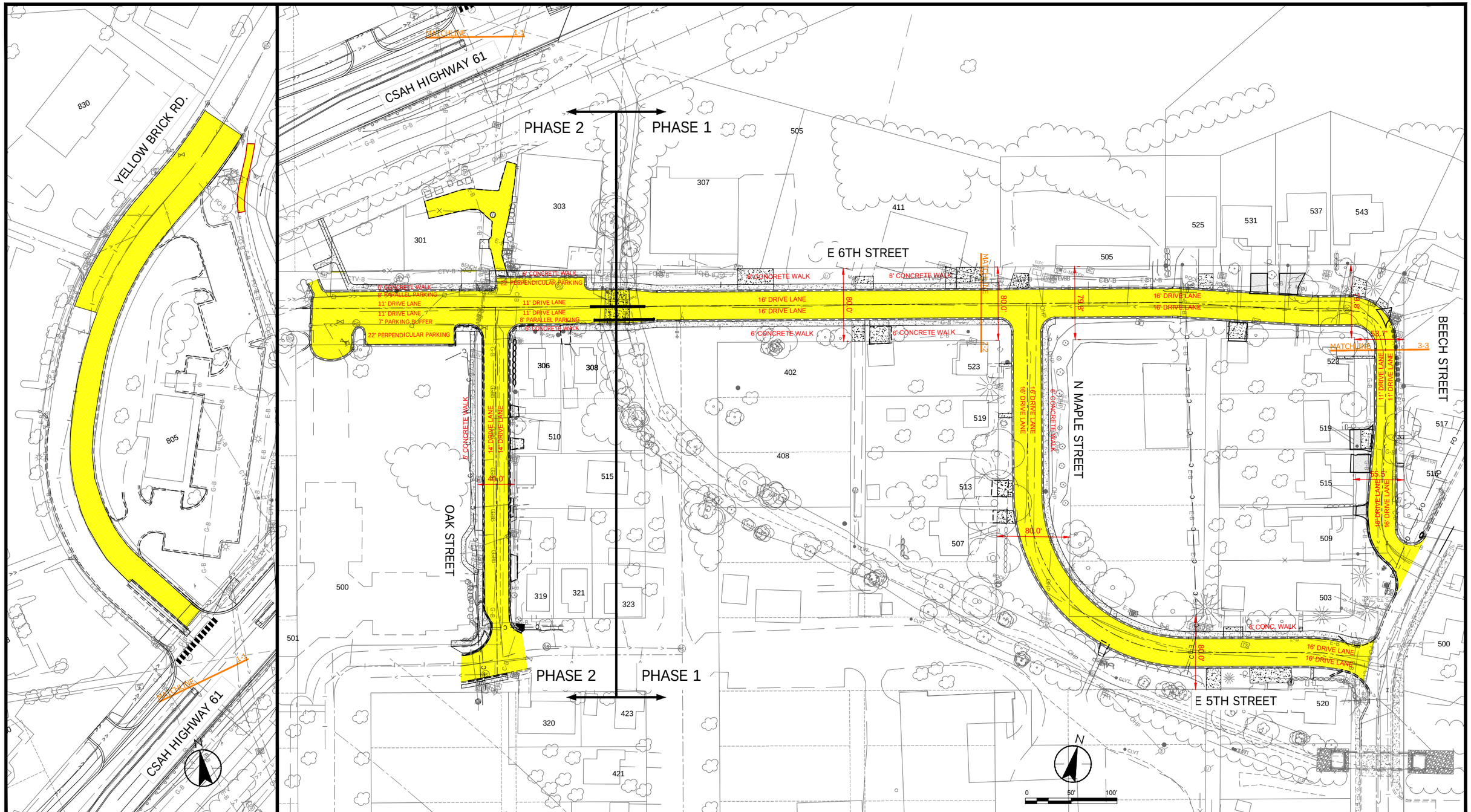
connecting to the existing sidewalk at the intersection of Fifth and Oak and continuing north to the sidewalk proposed along Sixth Street.

The City's standard 7-ton street section is proposed for streets. The resulting section would contain 12 inches of select granular borrow (sand), 8 inches of compacted class 5 aggregate base, and 3-1/2 inches of bituminous surfacing. When the Yellow Brick Road lift station is decommissioned, Yellow Brick Road shall be rebuilt to a 9-ton street section consistent with the in-place roadway. All new street sections will also include a geotextile fabric. The fabric will help keep the underlying subgrade separated from the new sand section. The fabric, along with the 1 foot of sand, will help stabilize the sub grade material and help to convey drainage under the road making it less susceptible to frost heaving.

Concrete curb is proposed for the edges of the streets. It will be barrier type, 6-inches tall, with the back dropped down at driveway locations. The curb will be type B612 modified park board, which contains an integral 12-inch-wide concrete gutter. This type of curb has a wider top section of 12 inches in lieu of a 6-inch wide top in standard curb. This type of curb has become the standard for the downtown district. In addition to the new curb and gutter, the proposed street grades will be modified to help promote better drainage along the road corridors. Currently, the profile grades of the roadways are very irregular, resulting in poor drainage during storm events. The water tends to sit in the road and along the edges rather than flow to the few existing storm sewer systems, leading to additional deterioration of the pavement and curb, especially as the water freezes and thaws. In addition to the proposed curb along the edge of the street, it is proposed to install a valley gutter along all areas of angled parking. The valley gutter will serve several purposes. The valley gutter will help to define the edge of the travel lane for drivers as well as help convey storm water. In several areas, the boulevards opposite one another are at significantly different elevations from one another. The addition of a valley gutter will allow the travel lanes to maintain a consistent cross slope while the slope of the parking area will vary in order to match the differing boulevard elevations.

A portion of the streets have concrete sidewalks with a minimum width of 6-foot will extended along the roadway in the areas shown. The location of the new sidewalks are planned to provide pedestrian connectivity from this neighborhood and general area of downtown where possible while minimizing impacts to properties were sidewalk does not exist today. Currently residents walk in the street. Additionally, this project will also provide a sidewalk connection to the future "Circle the Brick" trail near the east end of the previous park and ride parking lot. At the upcoming neighborhood meetings, staff proposes to discuss the final location of the new sidewalk along with the few boulevard trees that need to be removed and replaced due to the utility conflicts, age, structural deficiencies and species issues. Possibilities to provide a grass boulevard with trees along the 6th Street corridor though not shown in the report figures will also be discussed with residents. City staff has considered this in early design meetings and more discussion on this topic will be had should the project move forward. Regardless of the sidewalk placement, project costs will not be impacted.

Subsurface drainpipes, referred to as drain tile, will be bedded in rock and placed in the sand layer along the edges of the road throughout the length of the project. Each drain tile pipe would be connected to the storm sewer system at a manhole or catch basin structure. The tiles promote improved subsurface drainage of the street bed and lower its risk of frost movement. By helping to minimize road movement due to frost, the addition of the tiles and sand section should significantly reduce the likelihood and amount of fatigue and transverse cracking that exists in the roads today. Consequently, this would extend the life of the proposed road section and help to minimize maintenance costs over the life of the road.



2022 DOWNTOWN RECONSTRUCT - STREET IMPROVEMENTS - OVERVIEW

CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

FIGURE D-1

DATE 01/14/2022 PROJ. NO. 193805454

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OAK STREET

5' CONCRETE WALK

40.0'

14' DRIVE LANE

14' DRIVE LANE

7' DRIVE LANE

PARKING BUFFER

PERPENDICULAR PARKING

11' DRIVE LANE

CONCRETE WALK

PARALLEL PARKING

11' DRIVE LANE

8' PARALLEL PARKING

6' CONCRETE WALK

22' PERPENDICULAR PARKING

6' CONCRETE WALK

CSAH HIGHWAY 61

MATCHLINE

I-1

320

319

321

306

510

301

303

830

YELLOW BRICK RD.

805

MATCHLINE

N

0 25' 50'

2022 DOWNTOWN RECONSTRUCT - STREET IMPROVEMENTS - OAK ST & YELLOW BRICK LIFT STATION

CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

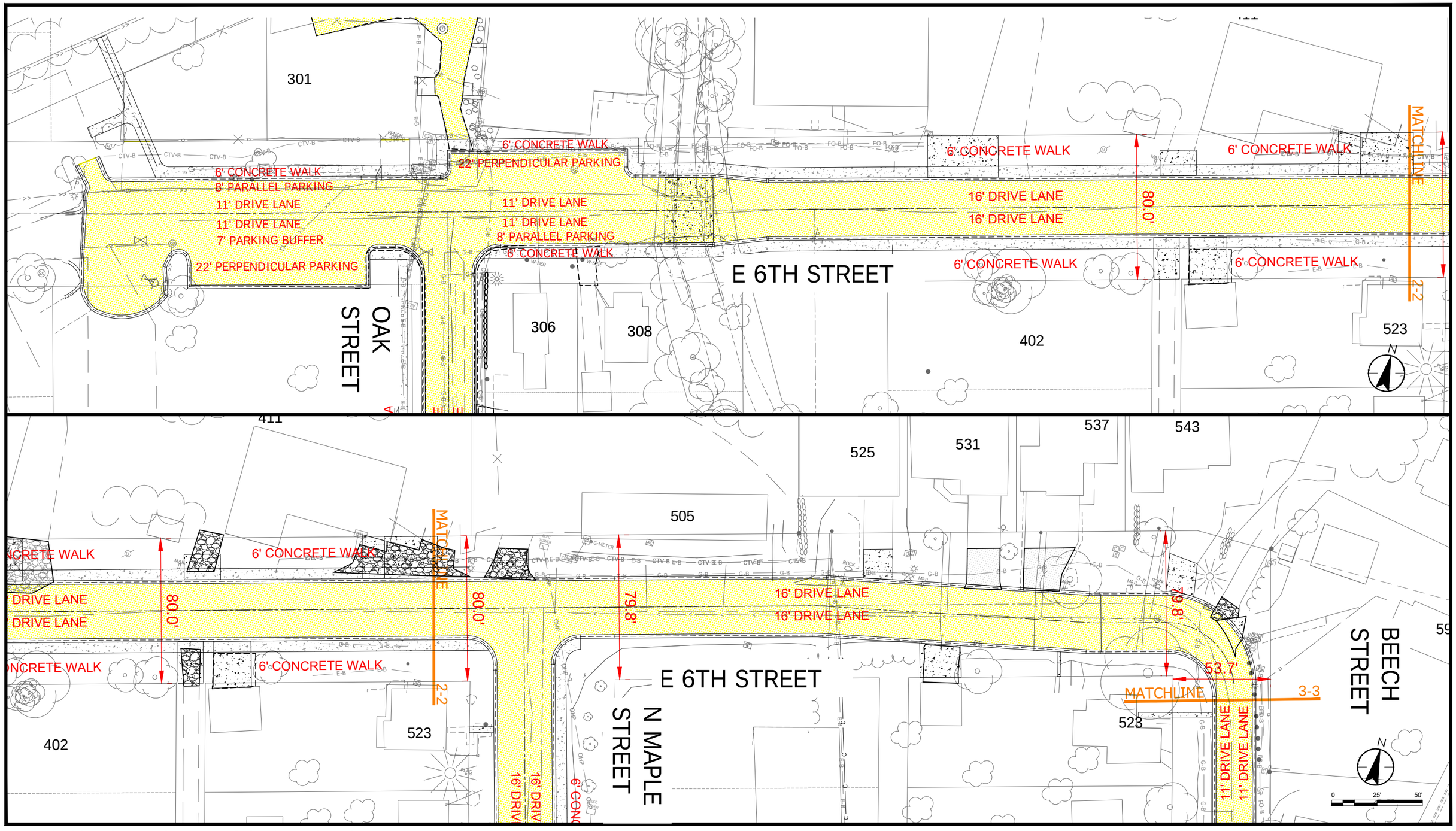
FIGURE D-2

DATE 01/14/2022 PROJ. NO. 193805454

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Plotted: 14 Jan 2022 - 9:04am
Drawing name: C:\pw_working\Mfr01\cackerson\dms926111\D-193805454 - Street Figure.dwg
Xrefs: 193805454-ASXI-Parcels, 193805454-ASXI-Parcels, 193805454-ASXI-Parcels,



2022 DOWNTOWN RECONSTRUCT - STREET IMPROVEMENTS - 6TH ST

CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

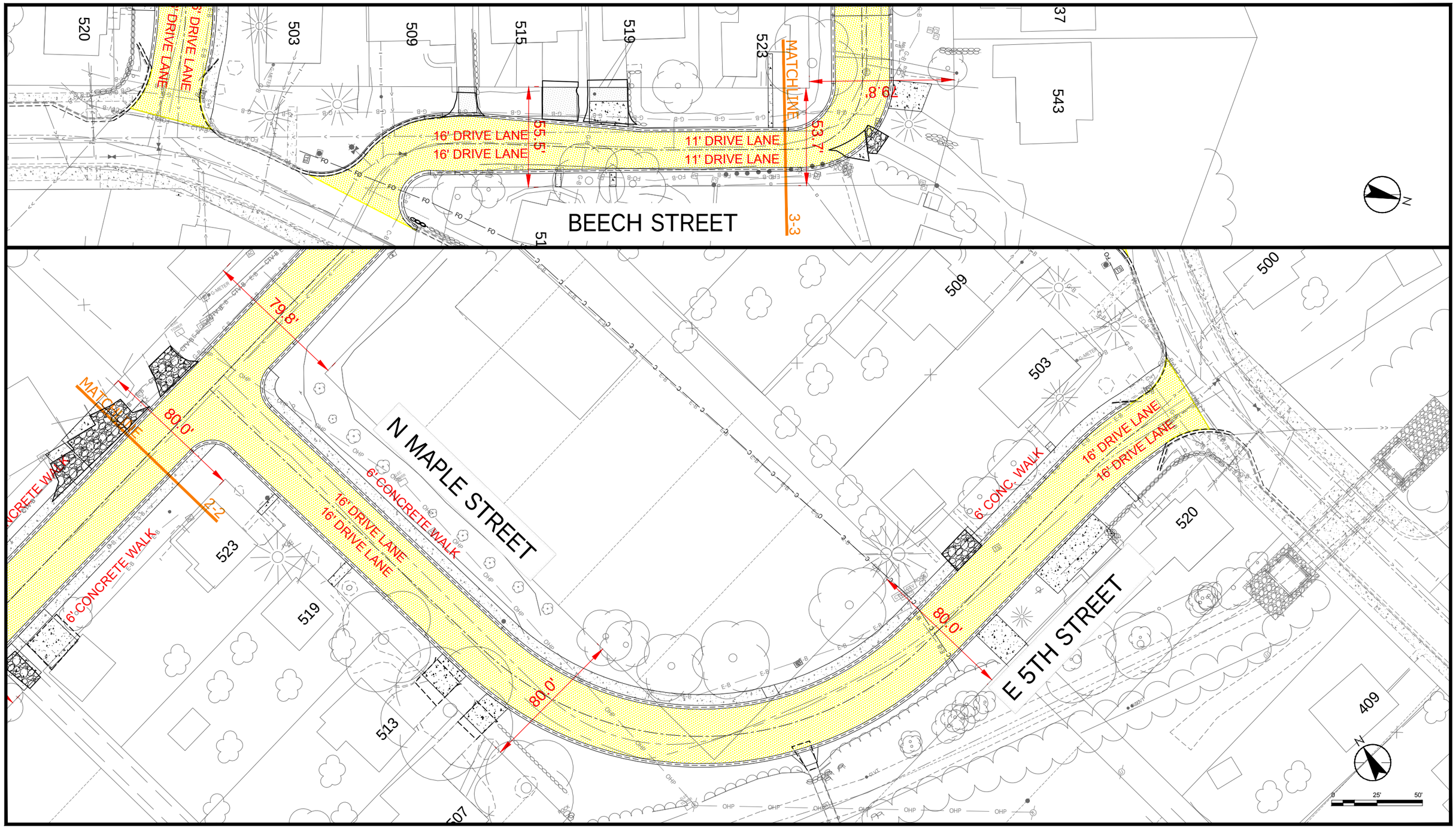
FIGURE D-3

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DATE 01/14/2022 PROJ. NO. 193805454

Plotted: 14 Jan 2022 - 10:17am
Drawing name: C:\pw_stn_bh_info01\Users\jd25611\D-193805454 - Street Figure.dwg
Xref: 193805454-XSXT-Flexibility, 193805454-XSPL, 193804838- address numbers, 193805454-Markhurst, BMI_Proposed_Design_4_14_2021, 193805454-NSWO



2022 DOWNTOWN RECONSTRUCT - STREET IMPROVEMENTS - 5TH ST, MAPLE ST, & BEECH ST.

CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

FIGURE D-4

Stantec
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DATE 01/14/2022 PROJ. NO. 193805454

Plotted: 14 Jan 2022 - 10:19am
Drawing name: C:\pw_stn_bh_info01\Users\261\D-193805454 - Street Figure.dwg
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Storm Sewer Improvements

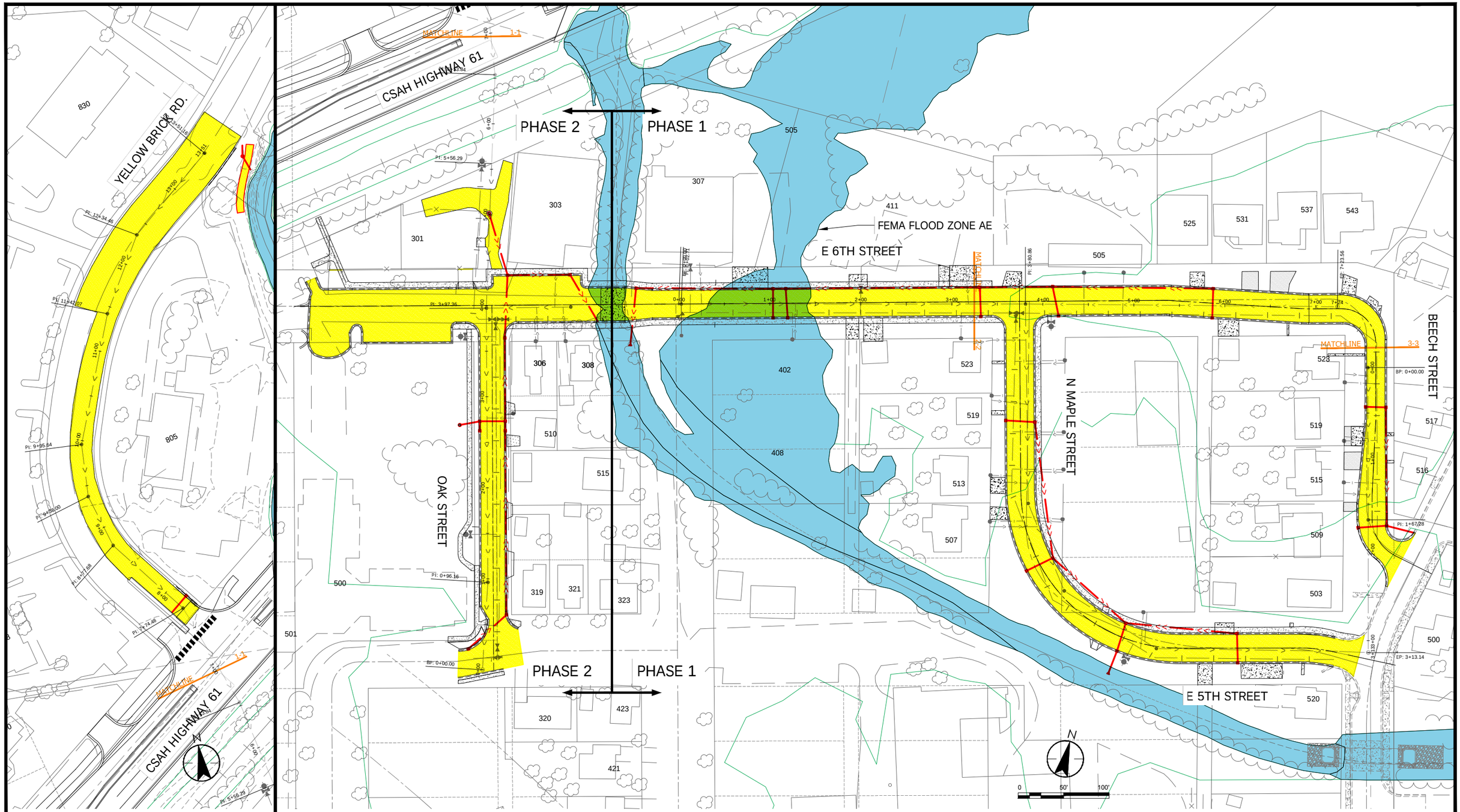
The design of the 2022 reconstruction storm sewer system as shown on Figures E-1 to E-4. The Oak Street and Sixth Street existing storm sewer will be replaced and upgraded and discharge along the east and west sides of the new box culvert placed with the 2021 Reconstruction Project.

Maple Street and Fifth street currently drain to a small system that then discharges south into East Creek. This project proposes to increase the collection system along each roadway and deliver the storm water back to the same discharge points in East Creek.

Beech street currently drains south to Stoughton Avenue. There the storm sewer system carries the runoff along Stoughton to East Creek near the new Beech Street bridge. For the 2022 reconstruction project new catch basins will be installed to help collect the storm water runoff as it comes down the hill before entering the intersection. These catch basins will be tied into the existing system along Stoughton constructed with the 2019 Project.

To meet runoff requirements of the MPCA, structures to collect sedimentation/grit as well as some dissolved and particulate nutrients and heavy metals are being proposed as part of the storm sewer system before the storm water discharges into the East Creek at 2 of the 4 locations. The other discharge points had treatment structures installed as part of the 2019 and 2021 Downtown Reconstruction Projects respectively.

An item of note is that a small portion of this year's street project lies within a mapped floodway. The affected project area a 150' low point section of 6th Street located just east of the new box culvert bridge approximately 50'. The preliminary layout of the project has acknowledged the presence of the flood way which affects the afore mentioned section of 6th Street as well as the adjacent properties on the north and south sides of the road. The project proposes no impacts to the Zone AE floodway (724' elevation) that would trigger a rise in the established 100-year flood elevation of the East Creek.



2022 DOWNTOWN RECONSTRUCT - STORM SEWER IMPROVEMENTS - OVERVIEW

CITY OF CHASKA

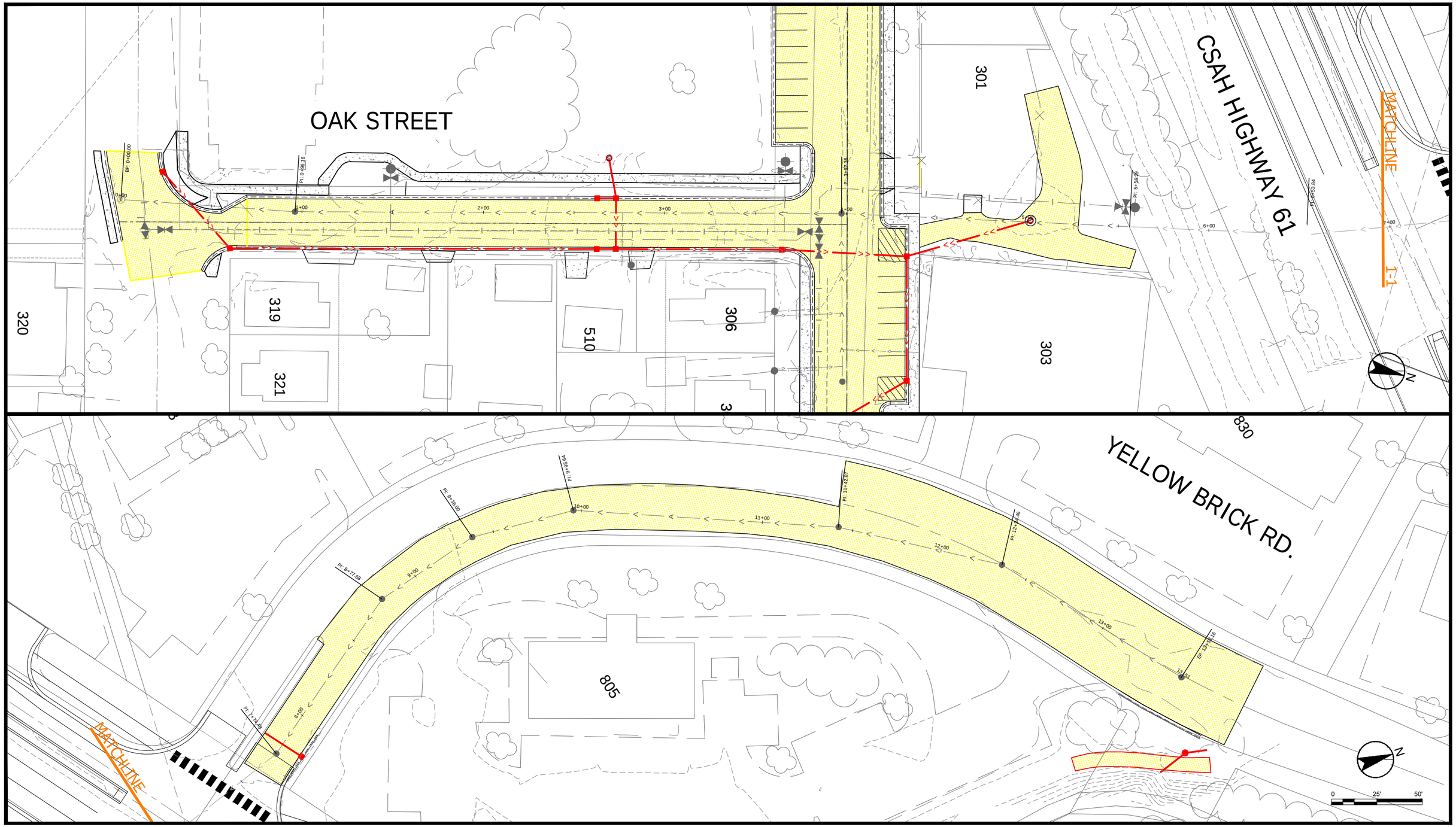
2022 DOWNTOWN RECONSTRUCT

FIGURE E-1

Stantec
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DATE 01/25/2022 PROJ. NO. 193805454

Date: 1/25/2022 - 10:23am
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2022 DOWNTOWN RECONSTRUCT - STORM SEWER IMPROVEMENTS - OAK ST & YELLOW BRICK LIFT STATION

CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

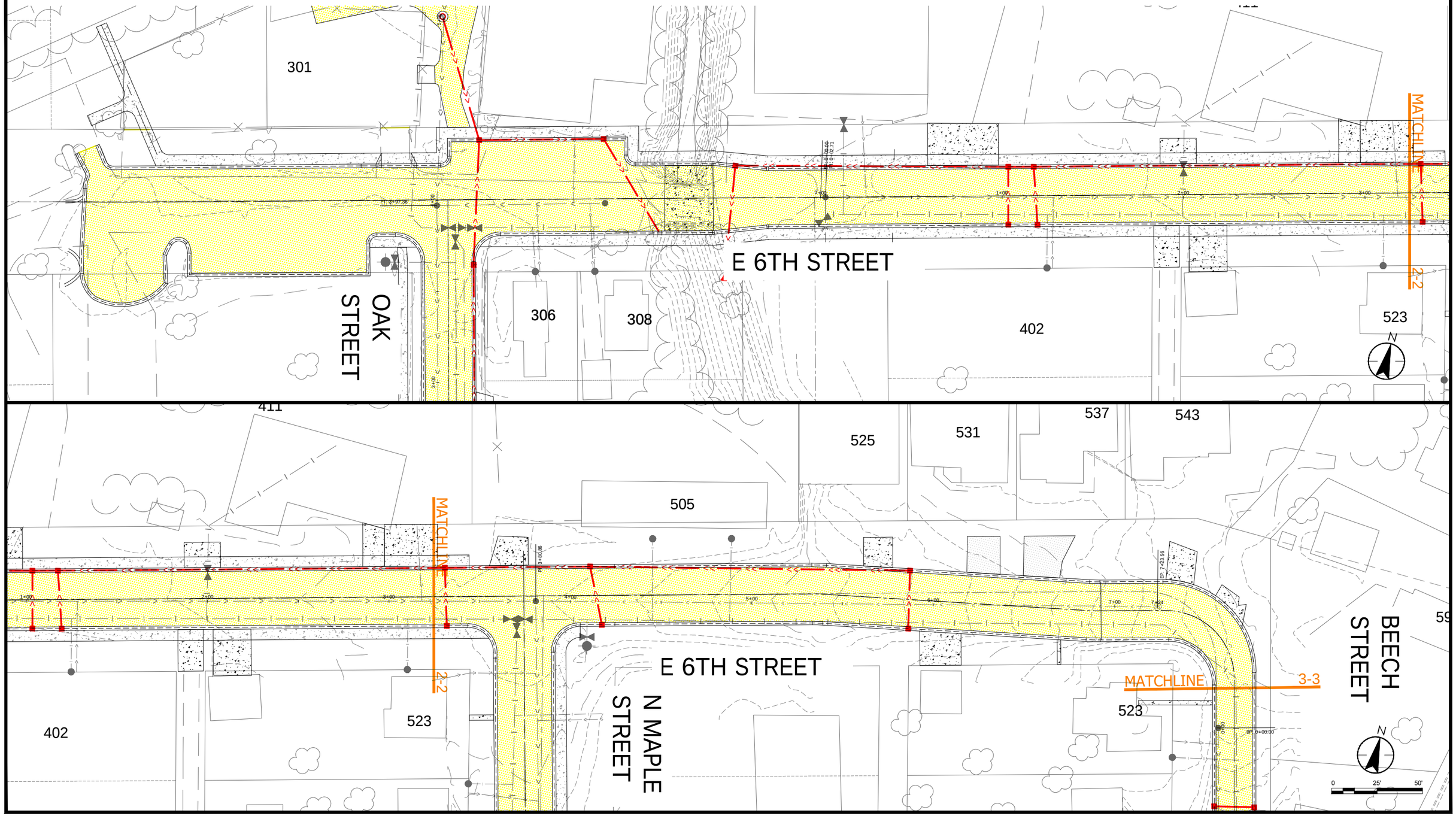
FIGURE E-2

Stantec

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DATE 01/25/2022 PROJ. NO. 193805454

Plotted: 06/27/2022 - 9:51am
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2022 DOWNTOWN RECONSTRUCT - STORM SEWER IMPROVEMENTS - 6TH ST

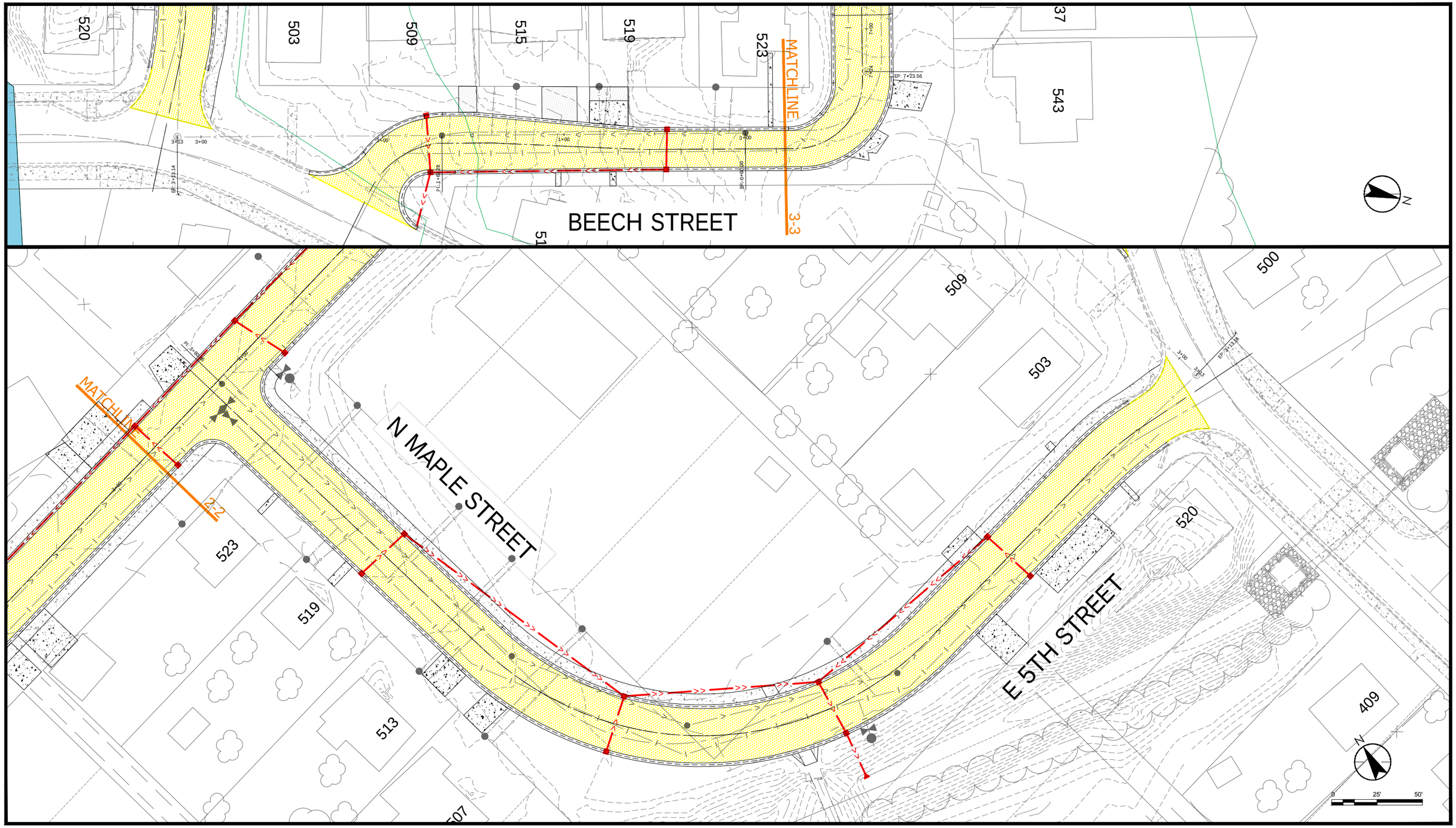
CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

FIGURE E-3

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2022 DOWNTOWN RECONSTRUCT - STORM SEWER IMPROVEMENTS - 5TH ST, MAPLE ST, & BEECH ST.

CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

FIGURE E-4

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DATE 01/25/2022 PROJ. NO. 193805454

Plotted: 1/25/2022 - 10:29am
Drawing name: C:\pw_stn_bh_info01\dms92611\E-193805454 - Storm Figure.dwg
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Water Main and Sanitary Sewer Improvements

Currently the City's water main system downtown consists mainly of 4 and 6-inch cast iron pipe. It has reached the end of its service life. The pipe has corroded over time and is susceptible to breaks. It can no longer reliably supply the needed water volume and pressure. There are also very few hydrants in both project areas which hinders fire protection. It is proposed to replace all existing mains with 8-inch PVC water main. The proposed water main improvements are shown on Figures F-1. Water main will be installed on every street creating a grid system. This will provide redundant paths of the water to flow which will provide maximum volume and pressure while also limiting the shutdown areas should a future problem arise. The new water mains together with new hydrants and gate valves will greatly improve the area for fire protection in the area.

With the reconstruction of County Road 61 some of the existing water main that extends along its corridor must be removed as the roadway widens. To make up for the lost water main, it is proposed to extend a trunk watermain currently located in Yellow Brick Road and extend it straight south to the intersection of Sixth and Oak. Then it can be extended south along Oak Street to Fifth providing a good strong supply source for the downtown district that replaces the feed originally that went west along County Road 61 and into downtown.

The water main improvements for the rest of the project area will involve replacing all existing water main and installing a new line under the roadway. An 8-inch PVC pipe is proposed for installation on all streets with new epoxy coated ductile iron fittings. The water main system in each street will connect to previously installed 8-inch systems. By replacing the water main systems within these streets at the same time that they are reconstructed, will significantly reduce the risk of future costly repairs that would be associated with excavating to fix a water main break in the existing system. The proposed improvements are shown on Figures F-1 to F-4.

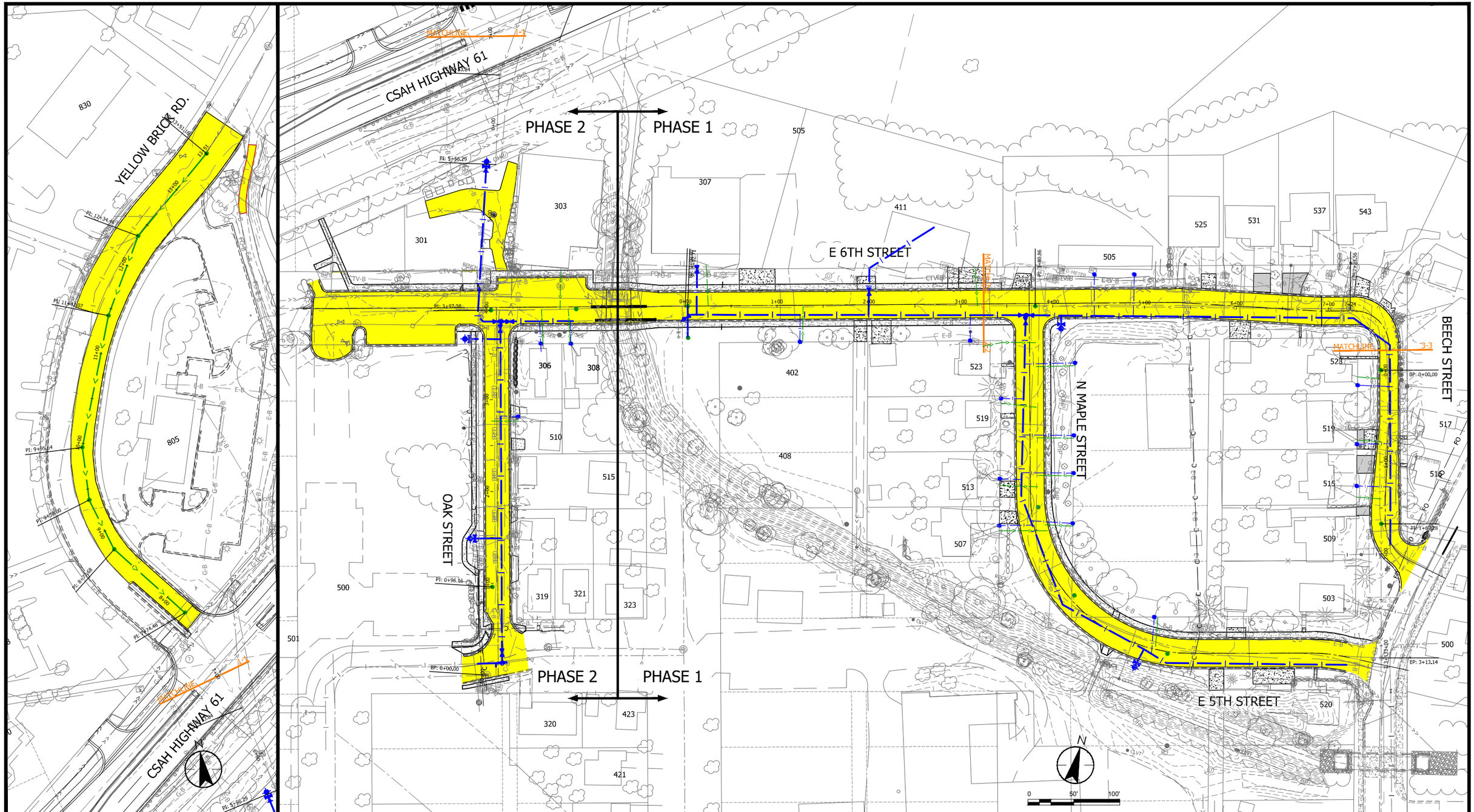
Most of the existing sanitary sewer lines located within the project limits are all vitrified clay piping (VCP). The system pipes shown on Figures B-1 to B-4 are approaching 100 years old. The City has evaluated the existing sanitary sewer lines and has found various deficiencies in the piping system. The sanitary system has infiltration through pipe joints, cracked pipe, and as well as through manholes. The City has been required to clean and jet the existing piping to eliminate blockages due to inconsistent pipe grades, pipe failures, and root growth inside the existing piping. The result of this has been very high maintenance costs by having to continually service the sanitary sewer system in this area of downtown Chaska. By replacing the sanitary sewer pipe and manholes the City will benefit by reducing overall infiltration rates and maintenance costs. The only exception in the 2022 reconstruction area that does not have VCP pipe is that portion of Sixth Street that experienced the Joann Ridge addition along the eastern end. There a new 8-inch PVC sanitary sewer line was installed to provide service to the 4 new residential lots along the north side.

Chaska's existing sanitary sewer system downtown all flows south toward First Street that in turn flows east to the MCES facility near the courthouse. As the reconstruction program has moved forward through the years a new trunk sewer line has been installed so that the existing lift station along Yellow Brick Road could someday be eliminated by the new deeper and larger sewer line. The 2022 reconstruction project now has the ability to do that by coordinating with the reconstruction of

County Road 61. Beginning at the intersection of Fifth and Oak (the end of the 2019 reconstruction project) and extend on up to Yellow Brick Road's Lift station, this new sewer line will allow the area to have a gravity pipe system instead of a pumped lift station system. Figure F-1 illustrates the route chosen for the new sewer line.

The majority of sanitary sewer manholes that connect to the piping system in these streets are brick and mortar structures and have reached their service life. These structures are especially susceptible to infiltration due to the many joints in the manhole walls surrounding the perimeter of each brick. All of the sanitary manholes on the project will be removed and replaced with new precast concrete manhole sections. Precast manholes sections are the current industry standard as they minimize the amount of infiltration through having less joints and thus fewer entry points for groundwater.

In order to minimize sewer and water service disruption to the existing homes and businesses during construction, temporary water and sewer systems will need to be implemented. The temporary systems will be built and coordinated along with the progress of the new sewer and water installation.



2022 DOWNTOWN RECONSTRUCT - SANITARY SEWER & WATER MAIN IMPROVEMENTS - OVERVIEW

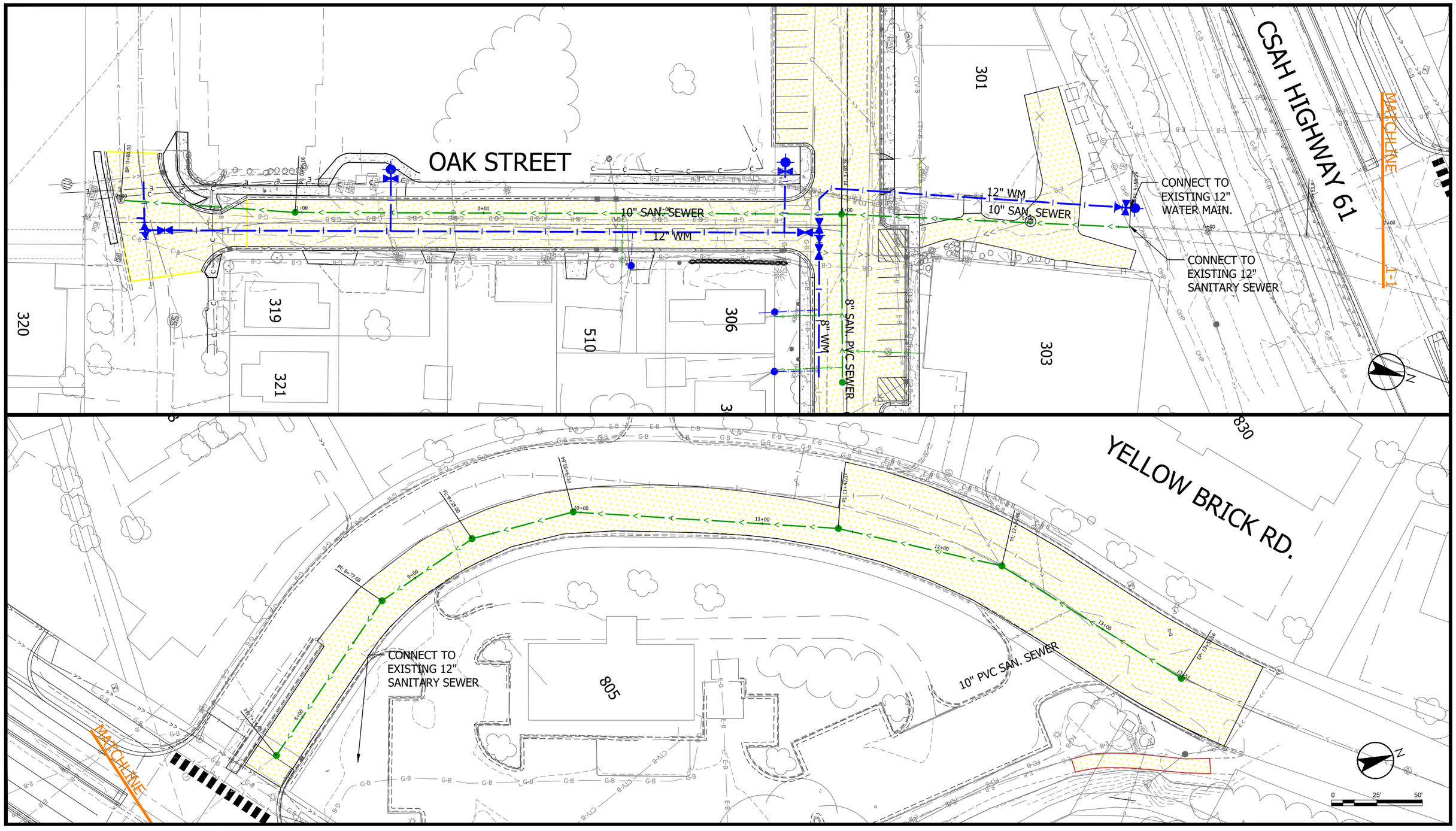
CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

FIGURE F-1

DATE 01/25/2022 PROJ. NO. 193805454

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2022 DOWNTOWN RECONSTRUCT - SANITARY SEWER & WATER MAIN IMPROVEMENTS - OAK ST & YELLOW BRICK LIFT STATION

CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

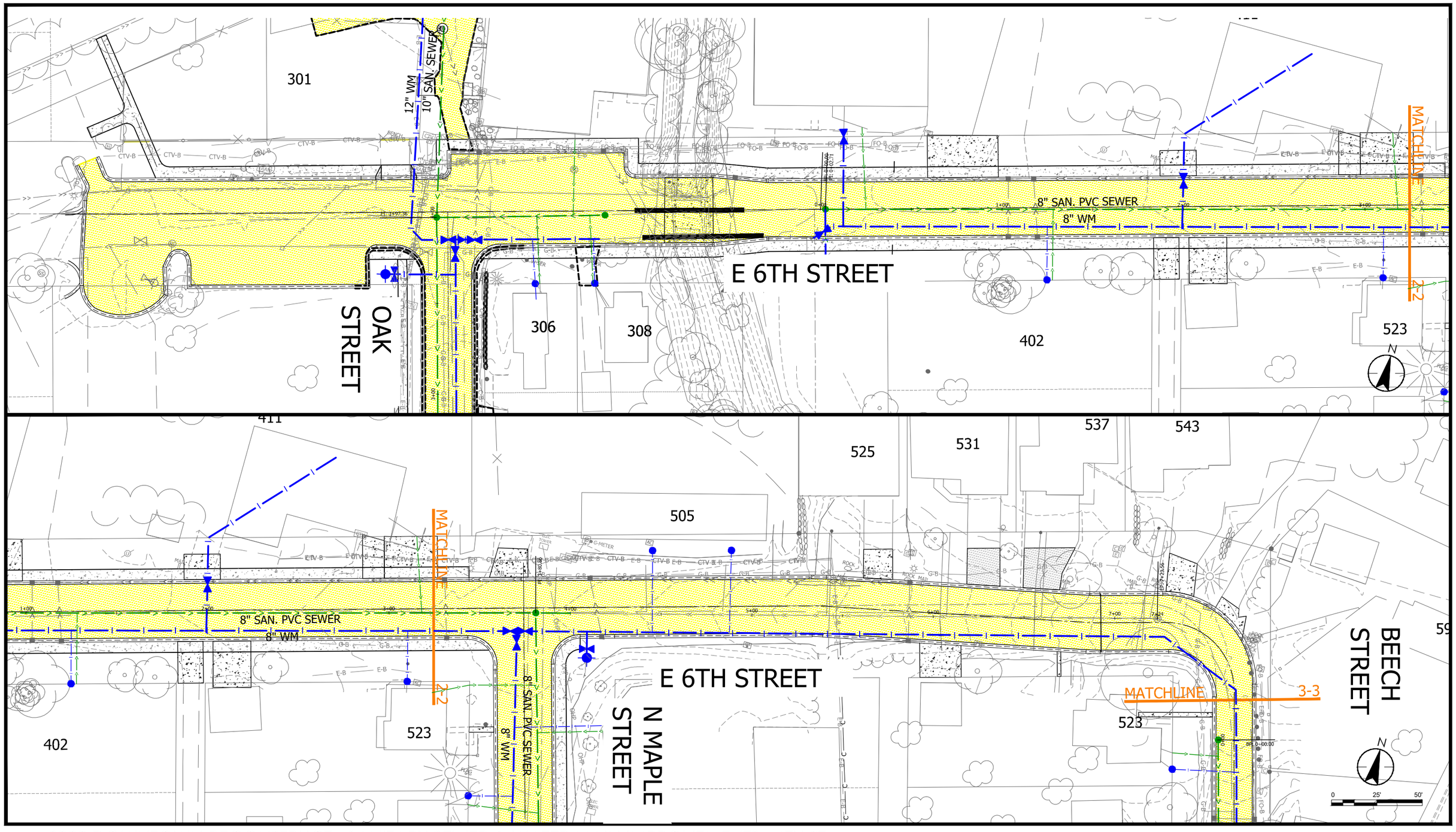
FIGURE F-2

Stantec

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DATE 01/25/2022 PROJ. NO. 193805454

Plotted: 19 Jan 2022 - 5:44pm
Drawing name: C:\pw_working\mfn01\acckerson\Vms\P261\11\F-193805454 - SanSewer & Watermain Figure.dwg
xrefs: 193805454-XSFT-Feasibility, 193805454-XSPL, 193804838 - address numbers, 193805454-MainNord, B:M_Proposed_Design_4_14_2021, 193805454-XSNO, 193805454-XSST, 193805454-XSSS



2022 DOWNTOWN RECONSTRUCT - SANITARY SEWER & WATER MAIN IMPROVEMENTS - 6TH ST

CITY OF CHASKA

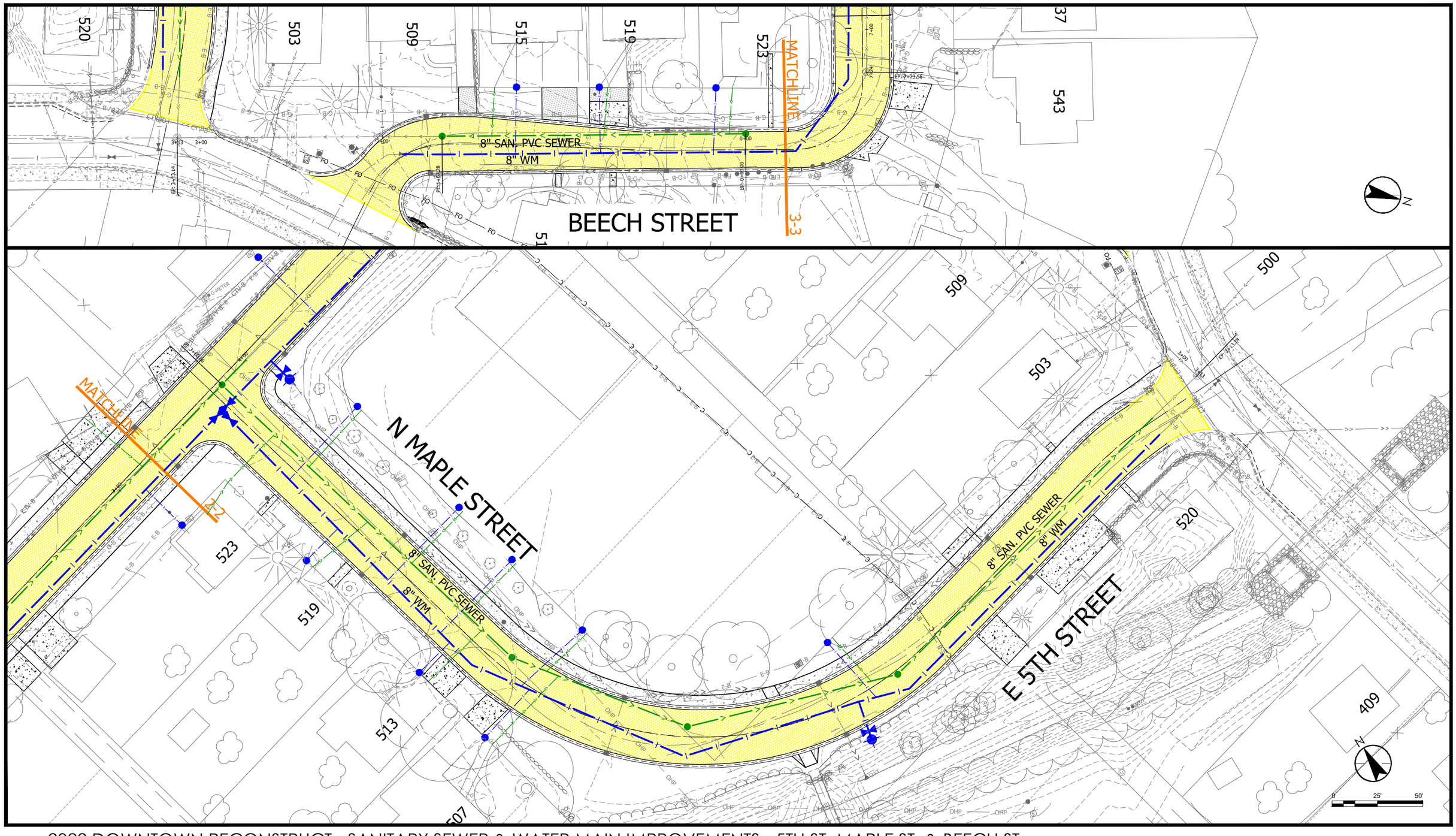
2022 DOWNTOWN RECONSTRUCT

FIGURE F-3

Stantec
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DATE 01/25/2022 PROJ. NO. 193805454

Plotted: 1/25/2022 - 10:33am
Drawing name: C:\pw_working\Mnt01\aackerson\d0m926115\193805454 - SanSewer & Watermain Figure.dwg
XRefs: 193805454-XSXT-Readability, 193805454-XSFL, 193804838 - address numbers, 193805454-Watchfold, B:M_Proposed_Design_4_14_2021, 193805454-XSHO, 193805454-XSSS, 193805454-XSSS



2022 DOWNTOWN RECONSTRUCT - SANITARY SEWER & WATER MAIN IMPROVEMENTS - 5TH ST, MAPLE ST, & BEECH ST.

CITY OF CHASKA

2022 DOWNTOWN RECONSTRUCT

FIGURE F-4

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DATE 01/25/2022 PROJ. NO. 193805454

Plotted: 14 Jan 2022 - 10:36am
Xref: 193805454-ASXT-Readability, 193805454-ASPL, 193804838- address numbers, 193805454-MarkHurd, BM_Proposed_Design_4_14_2021, 193805454-XSTO, 193805454-XSSI, 193805454-XSSS

Water and Sanitary Sewer Services

With all main line sanitary sewer and water main piping being replaced, the condition of existing utility services must also be addressed. For purposes of this report, sanitary sewer services impacted by construction are proposed to be replaced from the sewer main in the street to the property line of each existing house. Consistent with previous downtown reconstruction projects, each homeowner may elect to have their sanitary sewer replaced from the property line to their house. Additional costs will be incurred by the property owner for service work beyond the right of way. The City along with our field construction staff will communicate to the homeowner or business owner what the condition of their sanitary sewer service line is along with the recommendation to replace it or not. They will be given an estimated cost and some time to decide whether to replace it or not. On the previous downtown reconstruction projects the majority of sanitary sewer services lines were found to be in very poor condition, and often either contained cracked/collapsed pipe or significant tree root damage. Most homeowners have elected to replace their services. The older pipe was almost always clay, cast iron, or Orangeburg. All new pipe installed is proposed to be PVC pipe that will match the pipe size of the existing service size.

Standard open cut trench excavation will be used to install both sewer and water services from the main that is installed in the street up to the property line location. If the homeowner or business owner elects to replace their service from the property line to the building, the sanitary sewer services will be replaced by one of two separate construction methods. The first method of sewer service replacement will be a standard open cut excavation. Open cut excavation will be used when there are minimal constraints with respect to trees, driveways, permanent landscaping, etc. Sanitary sewer services that cannot be open cut may be replaced by directional drilling a new service up to the exterior of the home where a connection can be made. The project does propose one sewer and water service for each property. Where two properties share a common sanitary sewer or water service, the costs to directional drill a new individual service have been included with this report.

Water services are proposed to be replaced from the main to the property line, unless they are found to be a pipe material other than copper. Some of the more common pipe materials encountered on the previous reconstruction project in downtown Chaska were lead and galvanized steel. These products no longer meet current health and drinking water safety requirements. If an existing water service contains a pipe material other than copper, the service will be replaced with a trenchless installation technique from the main to the inside of the home at the current water meter location.

Pre-project utility examinations of the homes and businesses were completed by City staff as part of this project. There is one known lead residential water service (306) and one galvanized service (411) that serves a business. Both are scheduled to be replaced at this time. It is proposed with this project to upsize the commercial building services from 1” copper to either a 4” or 6” PVC. This is being done to provide future water capacity should the individual buildings have sprinkler lines installed in the future or the building use changes to a higher water demand.

With the same pre-project utility examinations it was found that there was one residential service that is orangeburg pipe (523) and that there are two private lift stations (307 & 523) used by a business owner and resident. This project with a new deeper sanitary sewer will be able to provide

each lot a gravity sewer service moving forward. The orangeburg service is recommend and planned to be replaced

All work beyond public right-of-way is currently proposed to be a resident or business cost. It is however included in the overall project pricing in order to get the lowest effective cost for the property owner as well as maximizing construction scheduling and project utility coordination.

The only exception regarding utility services in this year's reconstruction project is the east end of Sixth Street. In 2006 a new sanitary sewer line was installed to supply sewer service to four new residential lots together with three service for future residential lots on 505 6th Street E (Outlot C) that currently has an existing shed on it. No new sanitary sewer mainline or services are proposed in this area. The addition called Joann Ridge, also placed new water services from the existing 4-inch cast iron water main to the new residential lots. For this project it is proposed to just connect the existing house water services to the new 8-inch main See Figure F-3

Sump Line Installation

The City of Chaska has implemented a sump pump drainage system policy as a part of their reconstruction program. Sump lines that discharge into the street create two main problems. First, they introduce more water to the existing street and curb, which can then lead to more rapid deterioration of the pavement and curb, specifically during the freeze/thaw cycles. Second, the sump lines can also become a safety hazard. In the summer water from sump lines can produce a green moss that can become extremely slippery. In the winter this same moisture can freeze, and also become extremely slippery. Additionally, some private residences have sump systems that connect to their sanitary sewer discharge lines. This results in additional drainage entering the sanitary sewer system if the sump pumps are running, which ultimately leads to additional treatment costs for the City.

Pre-project utility examinations of the homes and businesses were completed by City staff as part of this project. Seven structures have identified with active sump pumps. It is proposed install sump line service for these units along with proposed future homes on the north side of 6th Street as well as the planned units in the park east of Maple Street.

Construction Phasing

Due to the topographic nature of the area and the sanitary and storm sewer systems allows the project to be constructed in three phases. Phase 1 is that area lying north and east of the East Creek. It's sanitary sewer begins at Stoughton and extends up through the project and to the 6th Street Bridge. Phase 2 begins at the intersection of Oak Street and Fifth Street and extends north along the west side of the East Creek. Phase 2 also includes the trunk utility improvements that extend from 6th Street to the south side of CSAH 61. Phase 3 includes the improvements necessary along Yellow Brick Road beginning at the north side of CSAH 61 and extends north to the lift station.

During a street reconstruction project, it is common to have periods of time that certain residents or businesses are not going to be able to access the street directly in front of their homes or business. No formal phasing plan has been proposed with this report. It is recommended that the City, Engineer, and Contractor work together to develop a construction phasing plan that is mutually beneficial to the City and Contractor that limits disruption to the affected residents and business. The purpose of having a phasing plan in place is to help ensure that the limited access time is minimized to businesses and residents, so that residents and business patrons are able to park vehicles as close as possible to their destinations during these time periods, and that the contractor is not impeded from doing their work as expeditiously as possible.

Special attention will need to be given to the Sixth Street corridor phasing as several businesses use it for access as do residents. Additionally, project phasing will need to be carefully considered as it relates to water main construction. There is limited water main valving and hydrants in the project area. The Engineer will work closely with City staff and the Contractor to develop a plan to maintain uninterrupted water service and fire protection for area residents and businesses within both project areas.

Consistent with Chaska Guidelines, working hours on this project are proposed to be Monday through Friday, 7 AM to 7 PM, and Saturday, 9 AM to 5 PM. The exception to this is that the work required to connect to existing utilities on TH-41 will likely need to occur during nighttime hours in order to limit traffic disruption. Extended working hours may be considered as well by City Staff to expedite the work for the Fifth Street between TH-41 and Walnut Street in order to limit disruption to local businesses. All other areas may be completed during normal working hours. Working on Holidays and Sundays is not permitted unless it is necessitated by an emergency situation and the Contractor is given approval by City Staff. Additionally, the City and Contractor would make every possible effort to provide residents with access to their driveway every night from 7 PM to 7 AM and on weekends. It is important to note that there are times when this will not be possible, especially during periods of concrete curb, driveway and sidewalk placement. During construction of these items residents are typically unable drive vehicles over these areas for up to 7 days.

The City will remain in close contact with residents and businesses throughout the project duration with mailings, handouts, and on-site resident meetings. The meetings will primarily consist of an on-site meeting prior to the start of construction to allow impacted residents to meet the City construction personnel, learn more about the upcoming phase of construction and specifically how they will be impacted, and ask questions about the project. Residents will also be given contact information for individuals they can contact as questions or concerns come up during the course of the project.

Project Schedule

The following project schedule is recommended. The 2022 Street Reconstruction Project is proposed to be constructed in 2022, with the exception of the final wear course paving and boulevard tree planting. The wear course paving and tree planting would be completed in 2023 along with any minor restoration work remaining. It is recommended to begin constructing the project as soon as possible.

Upon acceptance of the Feasibility Study for the 2022 Street Reconstruction Project, a public hearing will be scheduled to consider approval of the improvement project. A proposed schedule is as follows:

Council Accepts Feasibility Study / Order Public Hearing	February 28, 2022
Staff and Engineer Hold Neighborhood Meetings	March 7- March 17
Public Improvement Hearing / Council Authorize Preparation of Construction Documents / Order Assessment Hearing	March 21, 2022
Council Approves Construction Documents / Authorizes Bidding	April 4, 2022
Public Assessment Hearing	April 18, 2022
Receive Bids	April 28, 2022
Award Bid	May 16, 2022
Start Construction	May 23, 2022
Construction Completion	November 18, 2022
Final Wear Course Paving	July 2023

Project Costs

The following is a breakdown of estimated costs for various sections of the project proposed for Council consideration:

2022 Street Reconstruction Project Costs

PHASE 1 – EAST 6TH ST., MAPLE ST. 5TH ST., AND BEECH ST.

Street Improvements	$2,307,000
Storm Sewer Improvements	$351,000
Water Main Improvements	$321,000
Water Service Improvements	$191,000
Sanitary Sewer Improvements	$465,000
Sanitary Sewer Services	$112,000

TOTAL ESTIMATED PHASE 1 – EAST 6TH ST., MAPLE ST., 5TH ST. AND BEECH ST.

PROJECT COSTS **$3,747,000**

PHASE 2 – WEST 6TH ST. AND OAK ST.

Street Improvements	$1,243,000
Storm Sewer Improvements	$221,000
Water Main Improvements	$337,000
Water Service Improvements	$58,000
Sanitary Sewer Improvements	$281,000
Sanitary Sewer Services	$31,000

TOTAL ESTIMATED PHASE 2 – WEST 6TH ST. AND OAK ST. PROJECT COSTS **$2,171,000**

PHASE 3 – YELLOW BRICK RD. LIFT STATION DECOMMISSIONING AND TRUNK SANITARY IMPROVEMENTS

Street Improvements	$488,000
Storm Sewer Improvements	$30,000
Sanitary Lift Station Decommissioning and Sewer Improvements	$385,000

Sanitary Services Improvements.....$20,000

TOTAL ESTIMATED YELLOW BRICK TRUNK UTILITY IMPR. PROJECT COSTS **$923,000**

TOTAL 2022 STREET RECONSTRUCTION PROJECT COSTS..... $6,841,000

The total project cost is estimated at $6,841,000. The estimated costs of the work presented in this report have been itemized in Appendix A. The cost estimates include construction, contingencies, design, inspection, and administration. No costs have been added for any acquisitions of right-of-way. The cost estimate is based on a bid date in spring of 2022 and the majority of construction occurring in 2022. Chaska proposes to finance a portion of the project cost consistent with the City's policy for direct assessment benefiting property owners for a local street. Utility trunk funds will be utilized to cover any utility oversizing costs. A separate assessment report, prepared by City Staff, will be added as a supplement to this report.

Recommendations and Conclusions

The work outlined in this report is feasible relative to engineering matters and is necessary and cost effective in addressing the utility needs and street reconstruction issues for the 2022 Downtown Street Reconstruction. Project financing will be handled by City Staff in a supplemental report. The following comments and recommendations are presented for consideration:

- It is recommended that the improvements include a Chaska Standard Street section that incorporates an urban 7-ton design with drain tile as outlined in this report.
- It is recommended that the improvements necessary for the decommissioning of the Yellow Brick Road lift station incorporate an urban 9-ton street design.
- It is recommended that all sanitary sewer facilities, water main facilities, and related appurtenances be replaced due to the overall age and service life of the existing utilities.
- It is recommended to replace all the existing residential and commercial sewer and water services as outlined in the report.
- It is recommended to construct the storm sewer facilities shown within this report without no-rise impact to the East Creek floodplain.
- It is recommended to continue implementation of the new streetlight program for the downtown area and coordinate it with the improvements of this project if further improvements beyond that recently completed are needed.
- It is recommended to extend trunk sanitary sewer and water main up to the Yellow Brick Lift Station.
- It is recommended to coordinate construction with the construction of the improvements being proposed for County Road 61. If desired the project may be split into phases to help in the coordination of the improvements.
- It is recommended to begin constructing the project as soon as possible after the project award.
- It is proposed to place specific construction requirements on the construction of the downtown streets to allow for the best access possible for residents and businesses.

The total estimated cost of the recommended improvements is $6,841,000. This is based on a bid date in the spring of 2022 and the majority of construction being completed in 2022.

Appendix A

2022 Reconstruction Project Construction and Project Costs

Appendix A

ENGINEERS OPINION OF PROBABLE COST

OAK ST, 6TH ST, BEECH ST, MAPLE ST, AND YELLOW BRICK ROAD LIFT STATION DECOMMISSIONING

2022 DOWNTOWN CHASKA RECONSTRUCTION PROJECT

PROJECT NO. 193805454

CHASKA, MINNESOTA

February, 2022

No.	Item	Units	Qty	EE Unit Price	EE Total Price
	PHASE 1 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST				
	PART 1 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - STREET IMPROVEMENTS				
1	MOBILIZATION	LS	1.00	$135,000.00	$135,000.00
2	TRAFFIC CONTROL	LS	1.00	$5,000.00	$5,000.00
3	TEMPORARY PEDESTRIAN ACCESS	LS	0.25	$5,000.00	$1,250.00
4	TEMPORARY MAILBOX	LS	0.50	$2,500.00	$1,250.00
5	TEMPORARY CONSTRUCTION ACCESS	EA	3	$2,500.00	$7,500.00
6	4' SAFETY FENCE	LF	100	$10.00	$1,000.00
7	STREET SWEEPER WITH PICK UP BROOM WITH OPERATOR	HR	40	$175.00	$7,000.00
8	CLEAR AND GRUB	TREE	21	$800.00	$16,800.00
9	TREE TRIMMING	HR	7	$450.00	$3,150.00
10	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	220	$5.00	$1,100.00
11	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	450	$10.00	$4,500.00
12	REMOVE BITUMINOUS PAVEMENT	SY	7561	$6.00	$45,366.00
13	REMOVE BITUMINOUS DRIVEWAY	SY	300	$12.00	$3,600.00
14	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	350	$16.00	$5,600.00
15	REMOVE CONCRETE SIDEWALK	SY	40	$10.00	$400.00
16	REMOVE BITUMINOUS SIDEWALK	SY	20	$9.00	$180.00
17	REMOVE CONCRETE CURB	LF	325	$5.00	$1,625.00
18	REMOVE RETAINING WALL	LF	80	$20.00	$1,600.00
19	REMOVE STORM SEWER PIPE	LF	95	$25.00	$2,375.00
20	REMOVE WATER MAIN	LF	1250	$9.00	$11,250.00
21	REMOVE SANITARY SEWER PIPE	LF	780	$8.00	$6,240.00
22	REMOVE EXISTING LIFT STATION (RESIDENTIAL)	EA	2	$5,000.00	$10,000.00
23	REMOVE SIGN	EA	12	$75.00	$900.00
24	REMOVE STORM SEWER MANHOLE OR CATCH BASIN	EA	2	$600.00	$1,200.00
25	REMOVE SANITARY SEWER MANHOLE	EA	6	$1,100.00	$6,600.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
26	REMOVE HYDRANT	EA	1	$1,000.00	$1,000.00
27	REMOVE FABRIC & GEOGRID	SY	400	$5.00	$2,000.00
28	REMOVE DRAIN TILE	LF	100	$5.00	$500.00
29	REMOVE GATE VALVE BOX	EA	2	$500.00	$1,000.00
30	ADJUST FRAME AND RING CASTING	EA	1	$1,400.00	$1,400.00
31	ADJUST GATE VALVE	EA	2	$1,000.00	$2,000.00
32	ABANDON SANITARY SEWER	LF	130	$15.00	$1,950.00
33	COMMON EXCAVATION (EV)	CY	8,000	$25.00	$200,000.00
34	SUBGRADE EXCAVATION (EV)	CY	1,320	$25.00	$33,000.00
35	MUCK EXCAVATION (EV)	CY	1,900	$30.00	$57,000.00
36	ROCK EXCAVATION (LV)	CY	150	$50.00	$7,500.00
37	STOCKPILE ROCK (LV)	CY	150	$25.00	$3,750.00
38	GRANULAR BORROW (CV)	CY	1900	$25.00	$47,500.00
39	SELECT GRANULAR BORROW (CV)	CY	7000	$30.00	$210,000.00
40	SANDY CLAY LOAM TOP SOIL BORROW (LV)	CY	700	$50.00	$35,000.00
41	GEOTEXTILE FABRIC, TYPE V	SY	8170	$2.50	$20,425.00
42	GEOGRID, TX160	SY	1560	$7.00	$10,920.00
43	AGGREGATE BASE, CLASS 5, 100% CRUSHED	TN	3750	$22.00	$82,500.00
44	AGGREGATE BASE, 3" MINUS	TN	325	$25.00	$8,125.00
45	WATER FOR DUST CONTROL	1000 GAL	20	$55.00	$1,100.00
46	MILL BITUMINOUS PAVEMENT (VARIABLE DEPTH)	SY	200	$12.00	$2,400.00
47	TYPE SP 9.5 WEARING COURSE (2,C)	TN	1400	$95.00	$133,000.00
48	BITUMINOUS PATCHING	SY	25	$75.00	$1,875.00
49	BITUMINOUS DRIVEWAY REPAIR	SF	1553	$6.00	$9,318.00
50	BITUMINOUS WEDGE FOR PLOW PROTECTION	TN	25	$225.00	$5,625.00
51	BITUMINOUS MATERIAL FOR TACK COAT	GAL	350	$4.00	$1,400.00
52	CONNECT TO EXISTING DRAIN TILE	EA	6	$250.00	$1,500.00
53	4" PERFORATED POLYETHYLENE PIPE	LF	3810	$10.00	$38,100.00
54	4" PERFORATED PVC DRAIN TILE, SCHEDULE SDR 26	LF	320	$20.00	$6,400.00
55	4" DRAIN TILE CLEANOUT	EA	6	$500.00	$3,000.00
56	4" PVC SUMP LINE, SDR 35	LF	650	$35.00	$22,750.00
57	6" PVC SUMP LINE, SDR 35	LF	850	$35.00	$29,750.00
58	6" PVC CLEANOUT	EA	4	$500.00	$2,000.00
59	SUMP DRAIN CATCH BASIN	EA	15	$750.00	$11,250.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
60	POTHOLE EXISTING UTILITY	EA	3	$600.00	$1,800.00
61	4" CONCRETE SIDEWALK SPECIAL 2	SF	300	$18.00	$5,400.00
62	4" CONCRETE SIDEWALK	SF	8850	$9.00	$79,650.00
63	B612 MODIFIED PARK BOARD CONCRETE CURB AND GUTTER	LF	3810	$28.00	$106,680.00
64	CONCRETE STEPS	EA	2	$1,000.00	$2,000.00
65	V-CURB	EA	25	$60.00	$1,500.00
66	6" CONCRETE DRIVEWAY REPAIR	SF	7000	$11.00	$77,000.00
67	CONCRETE PEDESTRIAN CURB RAMP	SF	500	$17.00	$8,500.00
68	6" CONCRETE DISTRIBUTION SLAB	SY	60	$120.00	$7,200.00
69	7" COMMERCIAL DRIVEWAY	SF	350	$18.00	$6,300.00
70	JOINT SEALANT	LF	500	$10.00	$5,000.00
71	SALVAGE AND REINSTALL PAVERS	SF	270	$30.00	$8,100.00
72	TRUNCATED DOME PANEL	SF	125	$75.00	$9,375.00
73	MODULAR BLOCK RETAINING WALL	SF	60	$50.00	$3,000.00
74	SIGN PANELS, TYPE C	SF	12	$100.00	$1,200.00
75	PROTECTION OF CATCH BASIN IN STREET (BEFORE CURB)	EA	2	$135.00	$270.00
76	PROTECTION OF CATCH BASIN IN STREET (AFTER CURB)	EA	17	$135.00	$2,295.00
77	SODDING, LAWN TYPE	SY	4000	$9.00	$36,000.00
78	WATER FOR TURF ESTABLISHMENT	1000 GAL	15	$80.00	$1,200.00
79	FLOATING SILT FENCE	LF	75	$40.00	$3,000.00
80	SILT FENCE	LF	800	$4.00	$3,200.00
81	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	150	$5.00	$750.00
82	ROCK DITCH CHECK	EA	5	$300.00	$1,500.00
83	SEED MIXTURE TYPE 25-151	LB	75	$15.00	$1,125.00
84	EROSION CONTROL BLANKETS, CATEGORY 0	SY	750	$5.00	$3,750.00
85	HYDRAULIC SOIL STABILIZER TYPE 6	SY	1500	$6.00	$9,000.00
86	LANDSCAPE RESTORATION	LS	1	$17,500.00	$17,500.00
	TOTAL PART 1 -EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - STREET IMPROVEMENTS				**$1,677,819.00**
	10% CONTINGENCY				$167,781.90
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$461,400.23
	TOTAL				**$2,307,000.00**

No.	Item	Units	Qty	EE Unit Price	EE Total Price
	PART 2 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - STORM SEWER IMPROVEMENTS				
87	15" RCP STORM SEWER, CLASS 5	LF	1230	$70.00	$86,100.00
88	18" RCP STORM SEWER, CLASS 5	LF	280	$80.00	$22,400.00
89	21" RCP STORM SEWER, CLASS 3	LF	20	$90.00	$1,800.00
90	24" RCP STORM SEWER, CLASS 3	LF	240	$100.00	$24,000.00
91	18" RC PIPE APRON	EA	1	$2,500.00	$2,500.00
92	24" RC PIPE APRON	EA	1	$3,500.00	$3,500.00
93	2' X 3' CATCH BASIN	EA	10	$2,800.00	$28,000.00
94	4' DÍA STORM MANHOLE	EA	12	$3,200.00	$38,400.00
95	4' DÍA STORM MANHOLE W/4' SUMP AND TREATMENT	EA	1	$15,000.00	$15,000.00
96	5' DÍA STORM MANHOLE W/ 4' SUMP AND TREATMENT	EA	1	$18,000.00	$18,000.00
97	GEOTEXTILE FILTER TYPE 4	SY	50	$5.00	$250.00
98	RANDOM RIPRAP CLASS III	CY	40	$150.00	$6,000.00
99	SALVAGE AND REINSTALL RIPRAP	LS	1	$2,000.00	$2,000.00
100	CONNECT TO EXISTING STORM STRUCTURE	EA	1	$3,500.00	$3,500.00
101	CONNECT TO EXISTING STORM PIPE	EA	1	$3,500.00	$3,500.00
	TOTAL PART 2 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - STORM SEWER IMPROVEMENTS				**$254,950.00**
	10% CONTINGENCY				$25,495.00
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$70,111.25
	TOTAL				**$351,000.00**
	PART 3 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - WATER MAIN IMPROVEMENTS				
102	INSTALL HYDRANT	EA	3	$5,500.00	$16,500.00
103	CONNECT TO EXISTING WATER MAIN	EA	3	$5,000.00	$15,000.00
104	INSTALL TEMPORARY HYDRANT	EA	2	$6,500.00	$13,000.00
105	INSTALL TEMPORARY GATE VALVE	EA	2	$2,500.00	$5,000.00
106	SALVAGE AND REINSTALL GATE VALVE	EA	1	$3,000.00	$3,000.00
107	6" GATE VALVE AND BOX	EA	3	$2,750.00	$8,250.00
108	8" GATE VALVE AND BOX	EA	3	$3,500.00	$10,500.00
109	6" PVC WATER MAIN, C900	LF	65	$55.00	$3,575.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
110	8" PVC WATER MAIN, C900	LF	1750	$60.00	$105,000.00
111	INSULATION, 4" THICK	SY	125	$50.00	$6,250.00
112	DUCTILE IRON FITTINGS	LB	3000	$15.00	$45,000.00
113	IMPROVED PIPE FOUNDATION, PER 6" INCREMENT	LF	500	$5.00	$2,500.00
	TOTAL PART 3 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - WATER MAIN IMPROVEMENTS				**$233,575.00**
	10% CONTINGENCY				**$23,357.50**
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				**$64,233.13**
	TOTAL				**$321,000.00**
	PART 4 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - WATER SERVICE IMPROVEMENTS				
114	TEMPORARY WATER MAIN	LS	0.6	$25,000.00	$15,000.00
115	CONNECT TO EXISTING WATER SERVICE	EA	12	$1,100.00	$13,200.00
116	PLUMBED SERVICE CONNECTION	EA	1	$4,500.00	$4,500.00
117	1" CURB STOP AND BOX	EA	16	$1,200.00	$19,200.00
118	1" CORPORATION STOP WITH SERVICE SADDLE	EA	19	$1,200.00	$22,800.00
119	4" GATE VALVE AND BOX	EA	1	$3,500.00	$3,500.00
120	6" GATE VALVE & BOX	EA	1	$4,000.00	$4,000.00
121	1" TYPE "K" COPPER WATER SERVICE	LF	40	$75.00	$3,000.00
122	1" TYPE PE WATER SERVICE	LF	675	$50.00	$33,750.00
123	4" PVC WATER SERVICE, C900	LF	80	$55.00	$4,400.00
124	6" PVC WATER SERVICE, C900	LF	50	$65.00	$3,250.00
125	6" HDPE DIRECTIONAL DRILL SERVICE	LF	100	$125.00	$12,500.00
	TOTAL PART 4 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - WATER SERVICES				**$139,100.00**
	10% CONTINGENCY				$13,910.00
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$38,252.50
	TOTAL				**$191,000.00**

No.	Item	Units	Qty	EE Unit Price	EE Total Price
	PART 5 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - SANITARY SEWER IMPROVEMENTS				
126	BYPASS PUMPING	LS	0.5	$20,000.00	$10,000.00
127	DEWATERING	LS	0.5	$40,000.00	$30,000.00
128	CONNECT TO EXISTING SANITARY SEWER PIPE	EA	4	$7,000.00	$28,000.00
129	4' DIAMETER SANITARY MH, INCL R-1642-B CSTG AND CONC ADJ RINGS	EA	8	$12,000.00	$96,000.00
130	4' DIAMETER SANITARY MANHOLE OVER DEPTH	LF	35	$600.00	$21,000.00
131	CONSTRUCT 8" OUTSIDE DROP	LF	10	$800.00	$8,000.00
132	MANHOLE PROTECTIVE COATING	LF	18	$500.00	$9,000.00
133	8" PVC SANITARY SEWER, SDR 35	LF	447	$75.00	$33,525.00
134	8" PCV SANITARY SEWER, SDR 26	LF	900	$80.00	$72,000.00
135	8" PVC SANITARY SEWER, C900	LF	20	$200.00	$4,000.00
136	8" X 4" PVC SEWER WYE	EA	14	$700.00	$9,800.00
137	8" X 6" PVC SEWER WYE	EA	1	$800.00	$800.00
138	10" X 4" PVC SEWER WYE	EA	1	$900.00	$900.00
139	IMPROVED PIPE FOUNDATION	EA	3000	$5.00	$15,000.00
	TOTAL PART 5 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - SANITARY SEWER IMPROVEMENTS				**$338,025.00**
	10% CONTINGENCY				$33,802.50
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$92,956.88
	TOTAL				**$465,000.00**
	PART 6 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST- SANITARY SEWER SERVICES				
140	RECONNECT SANITARY SEWER SERVICE	EA	9	$1,100.00	$9,900.00
141	RECONNECT SANITARY SEWER SERVICE PLUMBED CONNECTION	EA	1	$3,500.00	$3,500.00
142	CLEANOUT	EA	5	$1,500.00	$7,500.00
143	4" PVC, SCH. 40 SERVICE PIPE	LF	580	$60.00	$34,800.00
144	4" PVC, SCH. 40 RISER PIPE	LF	150	$55.00	$8,250.00
145	4" PVC, SCH. 40 - ROW TO HOUSE	LF	80	$120.00	$9,600.00
146	4" SANITARY SEWER, DIRECTIONAL DRILLED	LF	30	$125.00	$3,750.00
147	6" PVC, SCH. 40 SERVICE PIPE	LF	50	$65.00	$3,250.00
148	6" PVC, SCH. 40 RISER PIPE	LF	10	$65.00	$650.00
	TOTAL PART 6 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - SANITARY SEWER SERVICES				**$81,200.00**
	10% CONTINGENCY				$8,120.00
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$22,330.00
	TOTAL				**$112,000.00**

No.	Item	Units	Qty	EE Unit Price	EE Total Price
	PHASE 2 - WEST 6TH ST AND OAK ST				
	PART 1 - WEST 6TH ST AND OAK ST - STREET IMPROVEMENTS				
149	MOBILIZATION	LS	1.00	$80,000.00	$80,000.00
150	TRAFFIC CONTROL	LS	0.50	$10,000.00	$5,000.00
151	TEMPORARY PEDESTRIAN ACCESS	LS	0.75	$5,000.00	$3,750.00
152	TEMPORARY MAILBOX	LS	0.50	$2,500.00	$1,250.00
153	TEMPORARY CONSTRUCTION ACCESS	EA	3	$2,500.00	$7,500.00
154	4' SAFETY FENCE	LF	300	$10.00	$3,000.00
155	STREET SWEEPER WITH PICK UP BROOM WITH OPERATOR	HR	40	$175.00	$7,000.00
156	CLEAR AND GRUB	TREE	2	$800.00	$1,600.00
157	TREE TRIMMING	HR	3	$450.00	$1,350.00
158	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	180	$5.00	$900.00
159	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	107	$10.00	$1,070.00
160	REMOVE BITUMINOUS PAVEMENT	SY	3405	$6.00	$20,430.00
161	REMOVE BITUMINOUS DRIVEWAY	SY	500	$12.00	$6,000.00
162	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	42	$16.00	$672.00
163	REMOVE CONCRETE SIDEWALK	SY	302	$10.00	$3,020.00
164	REMOVE CONCRETE CURB	LF	1925	$5.00	$9,625.00
165	REMOVE RETAINING WALL	LF	30	$20.00	$600.00
166	REMOVE STORM SEWER PIPE	LF	1250	$25.00	$31,250.00
167	REMOVE WATER MAIN	LF	220	$9.00	$1,980.00
168	REMOVE SANITARY SEWER PIPE	LF	480	$8.00	$3,840.00
169	REMOVE SIGN	EA	10	$75.00	$750.00
170	REMOVE STORM SEWER MANHOLE OR CATCH BASIN	EA	19	$600.00	$11,400.00
171	REMOVE SANITARY SEWER MANHOLE	EA	4	$1,100.00	$4,400.00
172	REMOVE HYDRANT	EA	1	$1,000.00	$1,000.00
173	REMOVE BRICK PAVERS/W 4" CONCRETE	SF	300	$20.00	$6,000.00
174	REMOVE FABRIC & GEOGRID	SY	1550	$5.00	$7,750.00
175	REMOVE DRAIN TILE	LF	700	$5.00	$3,500.00
176	REMOVE GATE VALVE BOX	EA	6	$500.00	$3,000.00
177	SALVAGE HYDRANT	EA	1	$1,500.00	$1,500.00
178	ADJUST FRAME AND RING CASTING	EA	3	$1,400.00	$4,200.00
179	ADJUST GATE VALVE	EA	2	$1,000.00	$2,000.00
180	ABANDON WATERMAIN	LF	400	$15.00	$6,000.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
181	COMMON EXCAVATION (EV)	CY	4,400	$25.00	$110,000.00
182	SUBGRADE EXCAVATION (EV)	CY	880	$25.00	$22,000.00
183	ROCK EXCAVATION (LV)	CY	100	$50.00	$5,000.00
184	STOCKPILE ROCK (LV)	CY	100	$25.00	$2,500.00
185	SELECT GRANULAR BORROW (CV)	CY	3500	$30.00	$105,000.00
186	SANDY CLAY LOAM TOP SOIL BORROW (LV)	CY	300	$50.00	$15,000.00
187	GEOTEXTILE FABRIC, TYPE V	SY	4622	$2.50	$11,555.00
188	GEOGRID, TX160	SY	840	$7.00	$5,880.00
189	AGGREGATE BASE, CLASS 5, 100% CRUSHED	TN	2150	$22.00	$47,300.00
190	AGGREGATE BASE, 3" MINUS	TN	175	$25.00	$4,375.00
191	WATER FOR DUST CONTROL	1000 GAL	10	$55.00	$550.00
192	MILL BITUMINOUS PAVEMENT (VARIABLE DEPTH)	SY	200	$12.00	$2,400.00
193	TYPE SP 9.5 WEARING COURSE (2,B)	TN	70	$120.00	$8,400.00
194	TYPE SP 9.5 WEARING COURSE (2,C)	TN	700	$95.00	$66,500.00
195	BITUMINOUS PATCHING	SY	25	$75.00	$1,875.00
196	BITUMINOUS DRIVEWAY REPAIR	SF	500	$6.00	$3,000.00
197	BITUMINOUS WEDGE FOR PLOW PROTECTION	TN	15	$225.00	$3,375.00
198	BITUMINOUS MATERIAL FOR TACK COAT	GAL	200	$4.00	$800.00
199	CONNECT TO EXISTING DRAIN TILE	EA	6	$250.00	$1,500.00
200	4" PERFORATED POLYETHYLENE PIPE	LF	1665	$10.00	$16,650.00
201	4" PERFORATED PVC DRAIN TILE, SCHEDULE SDR 26	LF	480	$20.00	$9,600.00
202	4" DRAIN TILE CLEANOUT	EA	4	$500.00	$2,000.00
203	POTHOLE EXISTING UTILITY	EA	2	$600.00	$1,200.00
204	4" CONCRETE SIDEWALK SPECIAL 2	SF	300	$18.00	$5,400.00
205	4" CONCRETE SIDEWALK	SF	6135	$9.00	$55,215.00
206	B612 MODIFIED PARK BOARD CONCRETE CURB AND GUTTER	LF	1665	$28.00	$46,620.00
207	24" CONCRETE VALLEY GUTTER	LF	110	$38.00	$4,180.00
208	CONCRETE STEPS	EA	4	$1,000.00	$4,000.00
209	V-CURB	EA	25	$60.00	$1,500.00
210	6" CONCRETE DRIVEWAY REPAIR	SF	675	$11.00	$7,425.00
211	CONCRETE PEDESTRIAN CURB RAMP	SF	650	$17.00	$11,050.00
212	6" CONCRETE DISTRIBUTION SLAB	SY	60	$120.00	$7,200.00
213	7" COMMERCIAL DRIVEWAY	SF	280	$18.00	$5,040.00
214	JOINT SEALANT	LF	500	$10.00	$5,000.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
215	CLAY PAVERS OVER 4" CONCRETE WALK	SF	300	$30.00	$9,000.00
216	TRUNCATED DOME PANEL	SF	130	$75.00	$9,750.00
217	MODULAR BLOCK RETAINING WALL	SF	80	$50.00	$4,000.00
218	4" SOLID LINE, WHITE PAINT	EA	700	$1.00	$700.00
219	4" SOLID LINE, WHITE EPOXY	LF	700	$3.00	$2,100.00
220	SIGN PANELS, TYPE C	SF	49	$100.00	$4,900.00
221	PROTECTION OF CATCH BASIN IN STREET (BEFORE CURB)	EA	15	$135.00	$2,025.00
222	PROTECTION OF CATCH BASIN IN STREET (AFTER CURB)	EA	24	$135.00	$3,240.00
223	SODDING, LAWN TYPE	SY	1000	$9.00	$9,000.00
224	WATER FOR TURF ESTABLISHMENT	1000 GAL	10	$80.00	$800.00
225	FLOATING SILT FENCE	LF	25	$40.00	$1,000.00
226	SILT FENCE	LF	200	$4.00	$800.00
227	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	100	$5.00	$500.00
228	ROCK DITCH CHECK	EA	3	$300.00	$900.00
229	SEED MIXTURE TYPE 25-151	LB	20	$15.00	$300.00
230	EROSION CONTROL BLANKETS, CATEGORY 0	SY	250	$5.00	$1,250.00
231	HYDRAULIC SOIL STABILIZER TYPE 6	SY	1000	$6.00	$6,000.00
232	LANDSCAPE RESTORATION	LS	1	$7,500.00	$7,500.00
	TOTAL PART 1 - WEST 6TH ST AND OAK ST - STREET IMPROVEMENTS				**$904,192.00**
	10% CONTINGENCY				$90,419.20
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$248,652.80
	TOTAL				**$1,243,000.00**

PART 2 - WEST 6TH ST AND OAK ST - STORM SEWER IMPROVEMENTS

233	15" RCP STORM SEWER, CLASS 5	LF	875	$70.00	$61,250.00
234	18" RCP STORM SEWER, CLASS 5	LF	170	$80.00	$13,600.00
235	27" RCP STORM SEWER, CLASS 3	LF	175	$125.00	$21,875.00
236	27" CATCH BASIN	EA	2	$2,500.00	$5,000.00
237	2' X 3' CATCH BASIN	EA	4	$2,800.00	$11,200.00
238	4' DÍA STORM MANHOLE	EA	10	$3,200.00	$32,000.00
239	5' DÍA STORM MANHOLE	EA	1	$5,000.00	$5,000.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
240	CONNECT TO EXISTING STORM STRUCTURE	EA	2	$3,500.00	$7,000.00
241	CONNECT TO EXISTING STORM PIPE	EA	1	$3,500.00	$3,500.00
	TOTAL PART 2 - WEST 6TH ST AND OAK ST - STORM SEWER IMPROVEMENTS				**$160,425.00**
	10% CONTINGENCY				$16,042.50
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$44,116.88
	TOTAL				**$221,000.00**
	PART 3 - WEST 6TH ST AND OAK ST - WATER MAIN IMPROVEMENTS				
242	INSTALL HYDRANT	EA	4	$5,500.00	$22,000.00
243	CONNECT TO EXISTING WATER MAIN	EA	6	$5,000.00	$30,000.00
244	INSTALL TEMPORARY HYDRANT	EA	1	$6,500.00	$6,500.00
245	INSTALL TEMPORARY GATE VALVE	EA	1	$2,500.00	$2,500.00
246	6" GATE VALVE AND BOX	EA	4	$2,750.00	$11,000.00
247	8" GATE VALVE AND BOX	EA	3	$3,500.00	$10,500.00
248	12" GATE VALVE AND BOX	EA	4	$5,500.00	$22,000.00
249	6" PVC WATER MAIN, C900	LF	100	$55.00	$5,500.00
250	8" PVC WATER MAIN, C900	LF	300	$60.00	$18,000.00
251	12" PVC WATER MAIN, C900	LF	600	$85.00	$51,000.00
252	INSULATION, 4" THICK	SY	75	$50.00	$3,750.00
253	DUCTILE IRON FITTINGS	LB	3500	$15.00	$52,500.00
254	RESTRICTED TRENCH	EA	1	$5,000.00	$5,000.00
255	IMPROVED PIPE FOUNDATION, PER 6" INCREMENT	LF	1000	$5.00	$5,000.00
	TOTAL PART 3 - WEST 6TH ST AND OAK ST - WATER MAIN IMPROVEMENTS				**$245,250.00**
	10% CONTINGENCY				**$24,525.00**
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				**$67,443.75**
	TOTAL				**$337,000.00**
	PART 4 - WEST 6TH ST AND OAK ST - WATER SERVICE IMPROVEMENTS				
256	TEMPORARY WATER MAIN	LS	0.4	$25,000.00	$10,000.00
257	CONNECT TO EXISTING WATER SERVICE	EA	2	$1,100.00	$2,200.00
258	PLUMBED SERVICE CONNECTION	EA	1	$4,500.00	$4,500.00
259	1" CURB STOP AND BOX	EA	3	$1,200.00	$3,600.00
260	1" CORPORATION STOP WITH SERVICE SADDLE	EA	3	$1,200.00	$3,600.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
261	6" GATE VALVE & BOX	EA	1	$4,000.00	$4,000.00
262	1" TYPE PE WATER SERVICE	LF	125	$50.00	$6,250.00
263	1" TYPE PE WATER SERVICE (TRENCHLESS)	LF	30	$100.00	$3,000.00
264	6" PVC WATER SERVICE, C900	LF	75	$65.00	$4,875.00
	TOTAL PART 4 - WEST 6TH ST AND OAK ST - WATER SERVICES				**$42,025.00**
	10% CONTINGENCY				$4,202.50
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$11,556.88
	TOTAL				**$58,000.00**
	PART 5 - WEST 6TH ST AND OAK ST- SANITARY SEWER IMPROVEMENTS				
265	BYPASS PUMPING	LS	0.5	$20,000.00	$10,000.00
266	DEWATERING	LS	0.5	$40,000.00	$20,000.00
267	CONNECT TO EXISTING SANITARY SEWER PIPE	EA	3	$7,000.00	$21,000.00
268	CONNECT TO EXISTING SANITARY SEWER MANHOLE	EA	1	$10,000.00	$10,000.00
269	4' DIAMETER SANITARY MH, INCL R-1642-B CSTG AND CONC ADJ RINGS	EA	3	$12,000.00	$36,000.00
270	4' DIAMETER SANITARY MANHOLE OVER DEPTH	LF	20	$600.00	$12,000.00
271	8" PVC SANITARY SEWER, SDR 35	LF	103	$75.00	$7,725.00
272	8" PVC SANITARY SEWER SDR 26	LF	70	$80.00	$5,600.00
273	8" PVC SANITARY SEWER SDR 26 (THROUGH CASING)	LF	70	$150.00	$10,500.00
274	10" PVC SANITARY SEWER, SDR 35	LF	600	$80.00	$48,000.00
275	8" X 4" PVC SEWER WYE	EA	4	$700.00	$2,800.00
276	10" X 4" PVC SEWER WYE	EA	1	$900.00	$900.00
277	RESTRICTED TRENCH	EA	1	$5,000.00	$5,000.00
278	IMPROVED PIPE FOUNDATION, PER 6" INCREMENT	LF	3000	$5.00	$15,000.00
	TOTAL PART 5 - WEST 6TH ST AND OAK ST - SANITARY SEWER IMPROVEMENTS				**$204,525.00**
	10% CONTINGENCY				$20,452.50
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$56,244.38
	TOTAL				**$281,000.00**
	PART 6 - WEST 6TH ST AND OAK ST- SANITARY SEWER SERVICES				
279	RECONNECT SANITARY SEWER SERVICE	EA	4	$1,100.00	$4,400.00
280	CLEANOUT	EA	2	$1,500.00	$3,000.00
281	4" PVC, SCH. 40 SERVICE PIPE	LF	170	$60.00	$10,200.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
282	4" PVC, SCH. 40 RISER PIPE	LF	40	$55.00	$2,200.00
283	4" PVC, SCH. 40 - ROW TO HOUSE	LF	20	$120.00	$2,400.00
	TOTAL PART 6 - WEST 6TH ST AND OAK ST - SANITARY SEWER SERVICES				**$22,200.00**
	10% CONTINGENCY				$2,220.00
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$6,105.00
	TOTAL				**$31,000.00**
	PHASE 3 - YELLOW BRICK RD LIFT STATION DECOMMISSIONING AND TRUNKSANITARY IMPROVEMENTS				
	PART 1 - YELLOW BRICK RD - STREET IMPROVEMENTS				
284	MOBILIZATION	LS	1	$34,000.00	$34,000.00
285	TRAFFIC CONTROL	LS	1	$10,000.00	$10,000.00
286	TEMPORARY CONSTRUCTION ACCESS	EA	2	$2,500.00	$5,000.00
287	STREET SWEEPER WITH PICK UP BROOM WITH OPERATOR	HR	10	$175.00	$1,750.00
288	CLEAR AND GRUB	TREE	10	$800.00	$8,000.00
289	TREE TRIMMING	HR	2	$450.00	$900.00
290	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	525	$5.00	$2,625.00
291	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	25	$6.00	$150.00
292	REMOVE BITUMINOUS PAVEMENT	SY	2745	$6.00	$16,470.00
293	REMOVE BITUMINOUS TRAIL	SY	90	$12.00	$1,080.00
294	REMOVE CONCRETE CURB	LF	110	$5.00	$550.00
295	REMOVE SANITARY SEWER PIPE	LF	220	$8.00	$1,760.00
296	REMOVE EXISTING LIFT STATION	LS	1	$15,000.00	$15,000.00
297	REMOVE CATCH BASIN	EA	2	$600.00	$1,200.00
298	REMOVE STORM PIPE	LF	70	$25.00	$1,750.00
299	ABANDON SANITARY MANHOLE	EA	1	$2,500.00	$2,500.00
300	ABANDON SANITARY SEWER	LF	1350	$15.00	$20,250.00
301	REMOVE SANITARY SEWER MANHOLE	EA	3	$1,100.00	$3,300.00
302	COMMON EXCAVATION (EV)	CY	1,900	$25.00	$47,500.00
303	SUBGRADE EXCAVATION (EV)	CY	380	$25.00	$9,500.00
304	SELECT GRANULAR BORROW (CV)	CY	1295	$30.00	$38,850.00
305	SANDY CLAY LOAM TOP SOIL BORROW (LV)	CY	120	$50.00	$6,000.00
306	GEOTEXTILE FABRIC, TYPE V	SY	2745	$2.50	$6,862.50
307	AGGREGATE BASE, CLASS 5, 100% CRUSHED	TN	1250	$22.00	$27,500.00
308	TYPE SP 9.5 WEARING COURSE (2,C)	TN	710	$95.00	$67,450.00
309	BITUMINOUS TRAIL REPAIR	SF	810	$6.00	$4,860.00

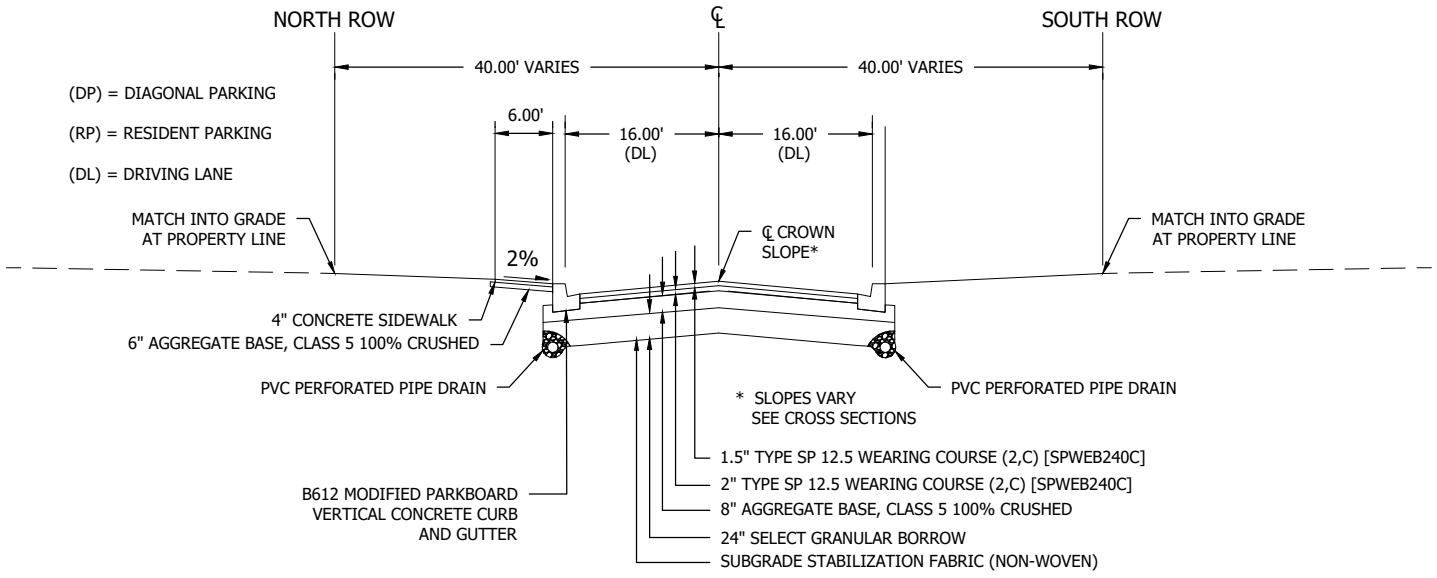
No.	Item	Units	Qty	EE Unit Price	EE Total Price
310	BITUMINOUS MATERIAL FOR TACK COAT	GAL	150	$4.00	$600.00
311	POTHOLE EXISTING UTILITY	EA	2	$600.00	$1,200.00
312	B618 CURB AND GUTTER	LF	110	$28.00	$3,080.00
313	PROTECTION OF CATCH BASIN IN STREET (BEFORE CURB)	EA	5	$135.00	$675.00
314	PROTECTION OF CATCH BASIN IN STREET (AFTER CURB)	EA	2	$135.00	$270.00
315	SODDING, LAWN TYPE	SY	100	$9.00	$900.00
316	WATER FOR TURF ESTABLISHMENT	1000 GAL	5	$80.00	$400.00
317	FLOATING SILT FENCE	LF	50	$40.00	$2,000.00
318	SILT FENCE	LF	1000	$4.00	$4,000.00
319	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	100	$5.00	$500.00
320	EROSION CONTROL BLANKETS, CATEGORY 0	SY	200	$5.00	$1,000.00
321	HYDRAULIC SOIL STABILIZER TYPE 6	SY	200	$6.00	$1,200.00
322	4" DOUBLE SOLID LINE, YELLOW EPOXY	LF	800	$4.50	$3,600.00
323	LANDSCAPE RESTORATION	LS	1	$1,000.00	$1,000.00
	TOTAL PART 1 - YELLOW BRICK RD - STREET IMPROVEMENTS				**$355,232.50**
	10% CONTINGENCY				$35,523.25
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$97,688.94
	TOTAL				**$488,000.00**
	PART 2 - YELLOW BRICK RD - STORM SEWER IMPROVEMENTS				
324	15" RCP STORM SEWER, CLASS 5	EA	25	$70.00	$1,750.00
325	18" RCP STORM SEWER, CLASS 5	EA	45	$80.00	$3,600.00
326	2 X 3 CATCH BASIN	EA	1	$2,800.00	$2,800.00
327	48" STORM MANHOLE	EA	1	$3,200.00	$3,200.00
328	CONNECT TO EXISTING STORM PIPE	LF	3	$3,500.00	$10,500.00
	TOTAL PART 2 - YELLOW BRICK - STORM SEWER IMPROVEMENTS				**$21,850.00**
	10% CONTINGENCY				**$2,185.00**
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				**$6,008.75**
	TOTAL				**$30,000.00**
	PART 3 - YELLOW BRICK RD - SANITARY LIFT STATION DECOMMISSIONING AND SEWER IMPROVEMENTS				
329	BYPASS PUMPING	LS	1	$20,000.00	$20,000.00
330	CONNECT TO EXISTING SANITARY SEWER PIPE	EA	3	$7,000.00	$21,000.00
331	4' DIAMETER SANITARY MH, INCL R-1642-B CSTG AND CONC ADJ RINGS	EA	8	$12,000.00	$96,000.00
332	4' DIAMETER SANITARY MANHOLE OVER DEPTH	LF	50	$600.00	$30,000.00

No.	Item	Units	Qty	EE Unit Price	EE Total Price
333	CONSTRUCT 8" OUTSIDE DROP	LF	11	$800.00	$8,800.00
334	MANHOLE PROTECTIVE COATING	LF	28	$500.00	$14,000.00
335	8" PVC SANITARY SEWER, C900	LF	40	$200.00	$8,000.00
336	10" PVC SANITARY SEWER, SDR 35	LF	620	$80.00	$49,600.00
337	10" X 4" PVC SEWER WYE	EA	2	$850.00	$1,700.00
338	10" X 6" PVC SEWER WYE	EA	1	$900.00	$900.00
339	IMPROVED PIPE FOUNDATION, PER 6" INCREMENT	LF	6000	$5.00	$30,000.00
	TOTAL PART 3 - YELLOW BRICK RD - SANITARY LIFT STATION DECOMMISSIONING AND SEWER IMPROVEMENTS				**$280,000.00**
	10% CONTINGENCY				$28,000.00
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$77,000.00
	TOTAL				**$385,000.00**
	PART 4 - YELLOW BRICK RD - SANITARY SEWER SERVICES				
340	RECONNECT SANITARY SEWER SERVICE	EA	3	$1,000.00	$3,000.00
341	4" PVC, SCH. 40 SERVICE PIPE	LF	50	$80.00	$4,000.00
342	4" PVC, SCH. 40 RISER PIPE	LF	20	$80.00	$1,600.00
343	6" PVC, SCH. 40 SERVICE PIPE	LF	50	$100.00	$5,000.00
344	6" PVC, SCH. 40 RISER PIPE	LF	10	$100.00	$1,000.00
	TOTAL PART 4 - YELLOW BRICK RD - SANITARY SEWER SERVICES				**$14,600.00**
	10% CONTINGENCY				$1,460.00
	25% LEGAL, ENGINEERING, AND ADMINISTRATION				$4,015.00
	TOTAL				**$20,000.00**

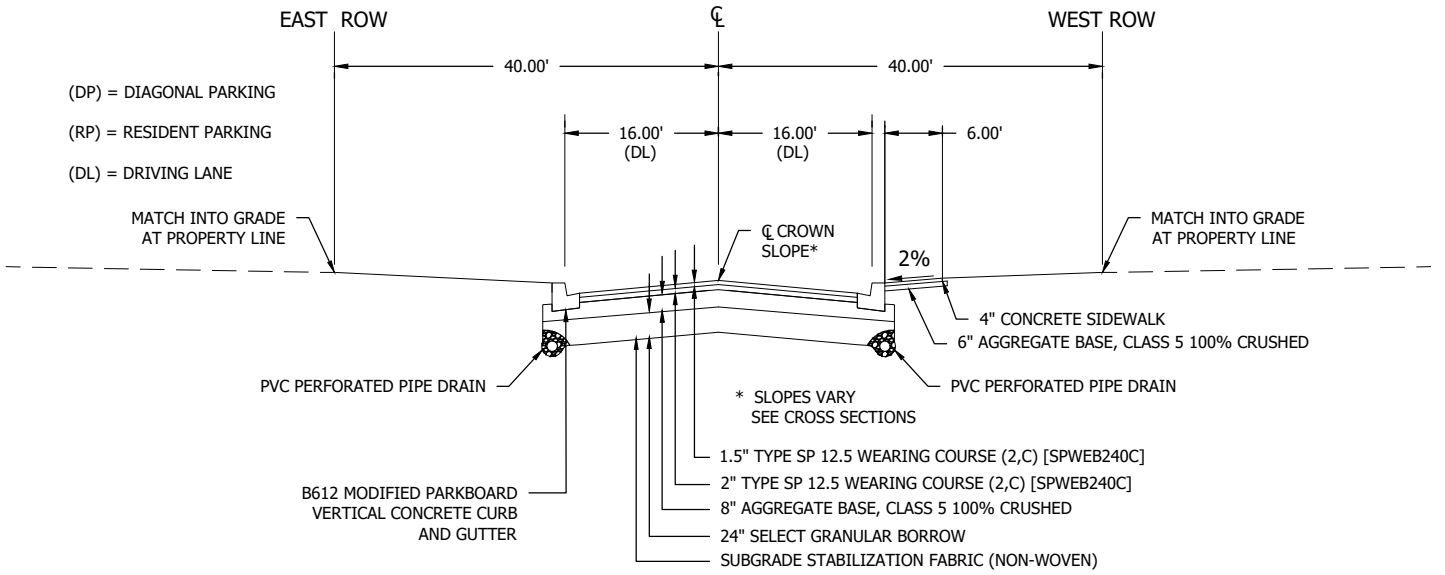
No.	Item	Units	Qty	EE Unit Price	EE Total Price
	PHASE 1 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST				
	TOTAL PART 1 -EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - STREET IMPROVEMENTS				$2,307,000.00
	TOTAL PART 2 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - STORM SEWER IMPROVEMENTS				$351,000.00
	TOTAL PART 3 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - WATER MAIN IMPROVEMENTS				$321,000.00
	TOTAL PART 4 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - WATER SERVICES				$191,000.00
	TOTAL PART 5 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - SANITARY SEWER IMPROVEMENTS				$465,000.00
	TOTAL PART 6 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST - SANITARY SEWER SERVICES				$112,000.00
	TOTAL ESTIMATED PROJECT COSTS PHASE 1 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST				**$3,747,000.00**
	PHASE 2 - WEST 6TH ST AND OAK ST				
	TOTAL PART 1 - WEST 6TH ST AND OAK ST - STREET IMPROVEMENTS				$1,243,000.00
	TOTAL PART 2 - WEST 6TH ST AND OAK ST - STORM SEWER IMPROVEMENTS				$221,000.00
	TOTAL PART 3 - WEST 6TH ST AND OAK ST - WATER MAIN IMPROVEMENTS				$337,000.00
	TOTAL PART 4 - WEST 6TH ST AND OAK ST - WATER SERVICES				$58,000.00
	TOTAL PART 5 - WEST 6TH ST AND OAK ST - SANITARY SEWER IMPROVEMENTS				$281,000.00
	TOTAL PART 6 - WEST 6TH ST AND OAK ST - SANITARY SEWER SERVICES				$31,000.00
	TOTAL ESTIMATED PROJECT COSTS PHASE 2 - WEST 6TH ST & OAK STREET				**$2,171,000.00**
	PHASE 3 - YELLOW BRICK RD LIFT STATION DECOMMISSIONING AND TRUNKSANITARY IMPROVEMENTS				
	TOTAL PART 1 - YELLOW BRICK RD - STREET IMPROVEMENTS				$488,000.00
	TOTAL PART 2 - YELLOW BRICK - STORM SEWER IMPROVEMENTS				$30,000.00
	TOTAL PART 3 - YELLOW BRICK RD - SANITARY LIFT STATION DECOMMISSIONING AND SEWER IMPROVEMENTS				$385,000.00
	TOTAL PART 4 - YELLOW BRICK RD - SANITARY SEWER SERVICES				$20,000.00
	TOTAL ESTIMATED PROJECT COSTS PHASE 3 - YELLOW BRICK RD LIFT STATION DECOMMISSIONING AND TRUNKSANITARY IMPROVEMENTS				**$923,000.00**
	TOTAL PROJECT COSTS				
	TOTAL ESTIMATED PROJECT COSTS PHASE 1 - EAST 6TH ST, MAPLE ST, 5TH, AND BEECH ST				$3,747,000.00
	TOTAL ESTIMATED PROJECT COSTS PHASE 2 - WEST 6TH ST & OAK STREET				$2,171,000.00
	TOTAL ESTIMATED PROJECT COSTS PHASE 3 - YELLOW BRICK RD LIFT STATION DECOMMISSIONING AND TRUNKSANITARY IMPROVEMENTS				$923,000.00
	TOTAL ESTIMATED PROJECT COSTS				**$6,841,000.00**

Appendix B

2022 Reconstruction Project
Typical Sections of Streets



TYPICAL SECTION
FIFTH ST. (MAPLE TO BEECH)



TYPICAL SECTION
MAPLE ST. (SIXTH TO FIFTH)

TYPICAL SECTION - FIFTH AND MAPLE STREET

CITY OF CHASKA, MINNESOTA

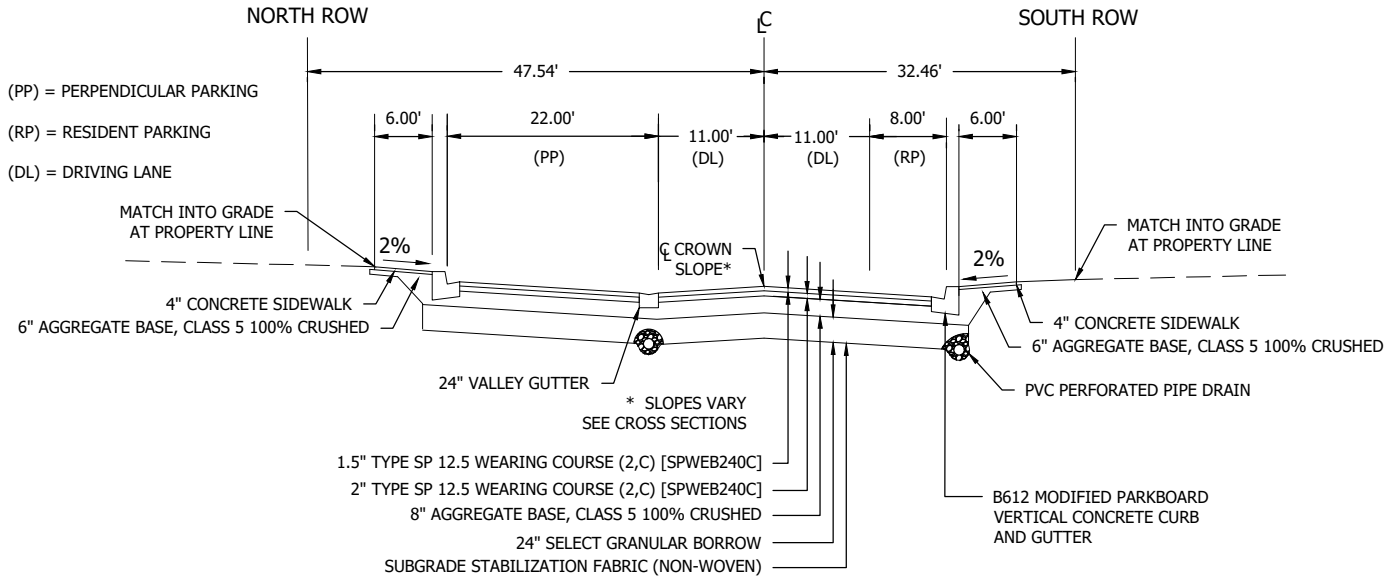
2022 DOWNTOWN RECONSTRUCTION

FIGURE: TYP-1

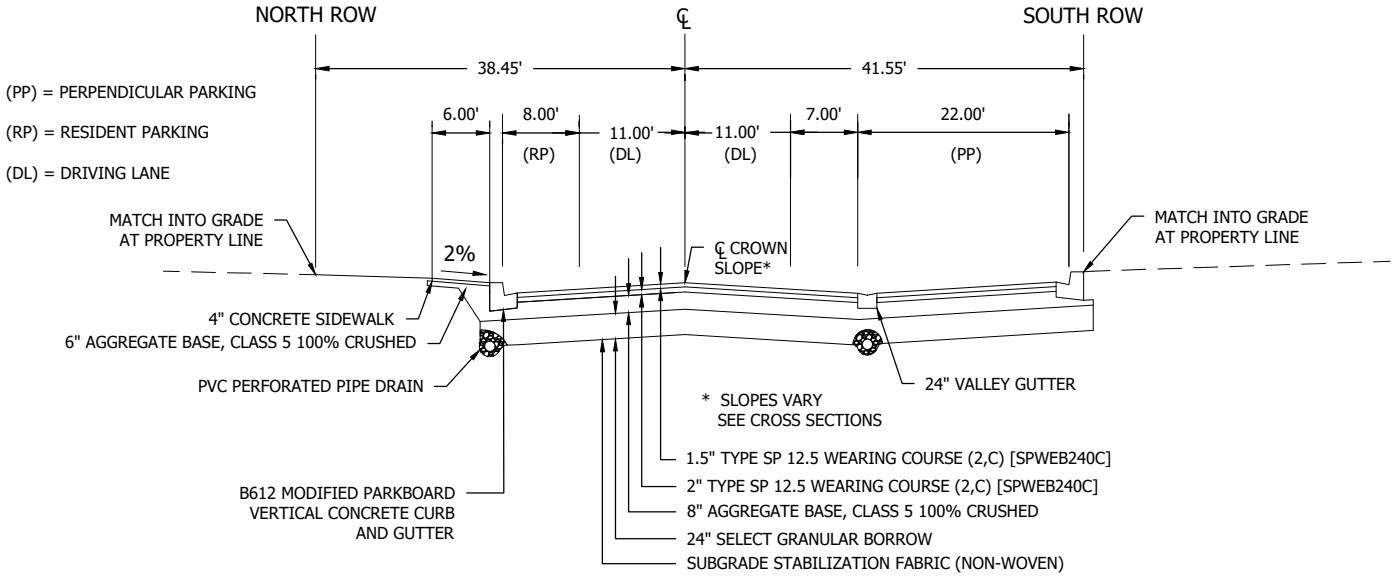
Stantec
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

DATE: 01/25/2022 PROJ. NO.: 193805454

Plot Date: 01/25/2022 - 2:43pm
Drawing name: C:\pw_stn_bh_infra01\dms926111\G-193805454 - TypSecFig.dwg
xref: 193805438-XSPL



TYPICAL SECTION
SIXTH ST. (EAST OF OAK)



TYPICAL SECTION
SIXTH ST. (WEST OF OAK)

TYPICAL SECTION - SIXTH STREET

CITY OF CHASKA, MINNESOTA

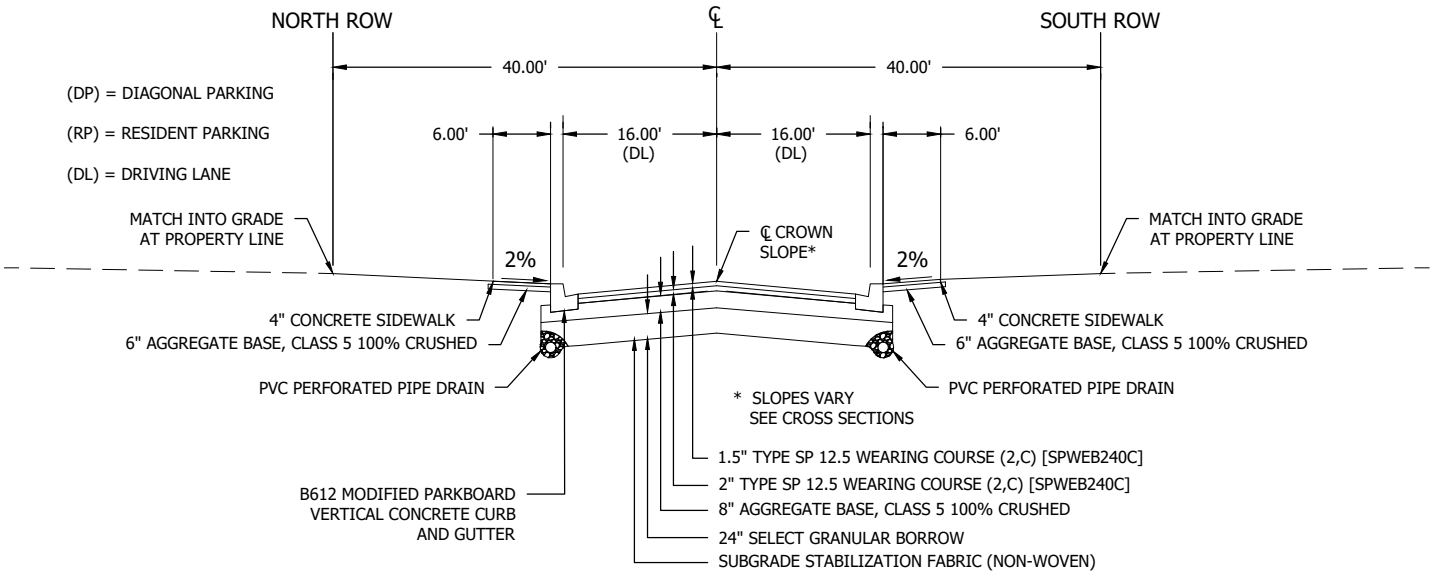
2022 DOWNTOWN RECONSTRUCTION

FIGURE: TYP-2

Stantec
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

DATE: 01/25/2022 PROJ. NO.: 193805454

Plot Date: 01/25/2022 - 2:43pm
Drawing name: C:\pw_stn_bh_infra01\dms926111\G-193805454 - TypSecFig.dwg
xref: 193805438-XSPL



TYPICAL SECTION
SIXTH ST. (BRIDGE TO MAPLE)

TYPICAL SECTION - SIXTH STREET

CITY OF CHASKA, MINNESOTA

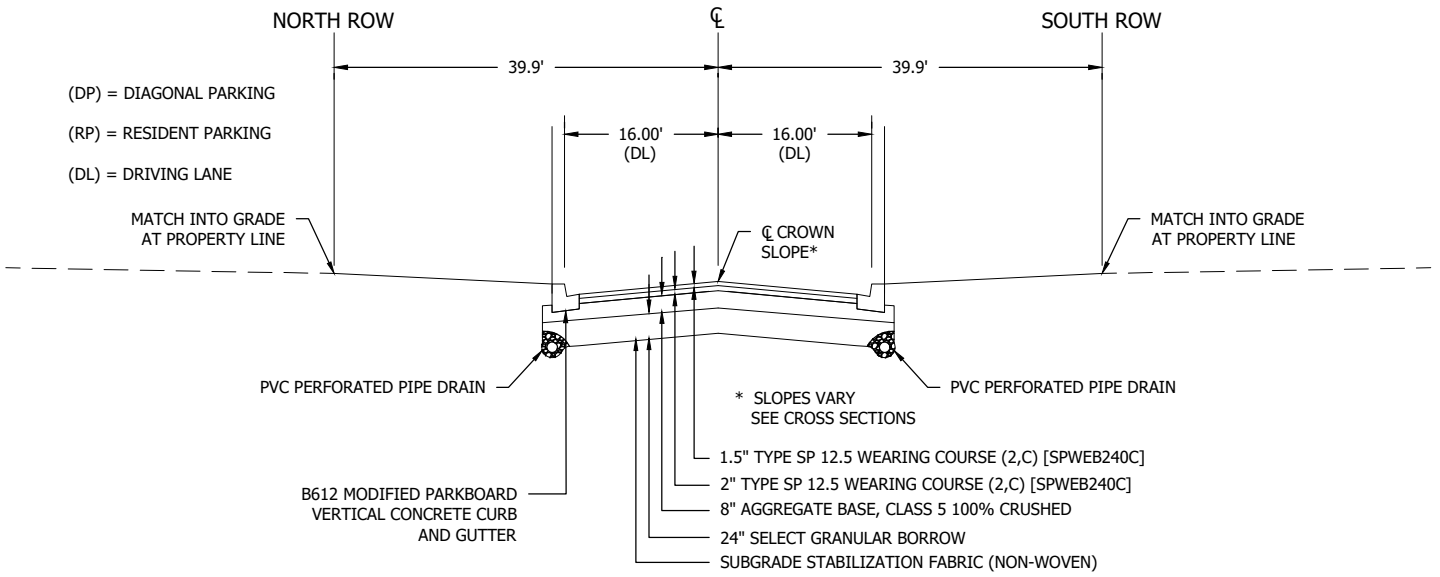
2022 DOWNTOWN RECONSTRUCTION

FIGURE: TYP-3

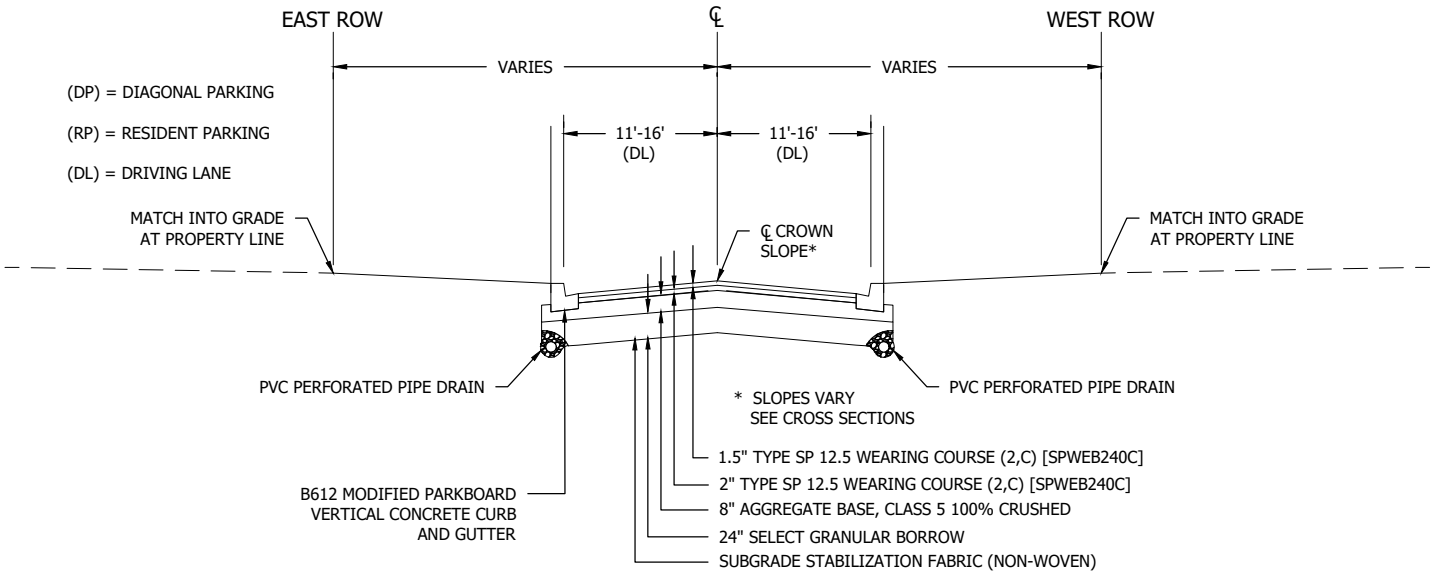
DATE: 01/25/2022 PROJ. NO.: 193805454

Stantec
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

Plot Date: 01/25/2022 - 2:43pm
Drawing name: C:\pw_stn_bh_infra01\dms926111\G-193805454 - TypSecFig.dwg
xref: 193805438-XSPL



TYPICAL SECTION
SIXTH ST. (MAPLE TO BEECH)



TYPICAL SECTION
BEECH ST. (SIXTH TO STOUGHTON)

TYPICAL SECTION - SIXTH AND BEECH STREET

CITY OF CHASKA, MINNESOTA

2022 DOWNTOWN RECONSTRUCTION

FIGURE: TYP-4

Stantec
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

DATE: 01/25/2022 PROJ. NO.: 193805454

Plot Date: 01/25/2022 - 2:43pm
Drawing name: C:\pw_stn_bh_infra01\dms926111\G-193805454 - TypSecFig.dwg
xref: 193805438-XSPL

REQUEST FOR ACTION
CHASKA CITY COUNCIL
02/28/2022

Subject: Reserve at Autumn Woods Wetland Replacement Plan

Prepared By: Matt Clark, City Engineer

As the Local Governmental Unit (LGU) that oversees the Wetland Conservation Act process in Chaska, the City has worked with all regulatory agencies involved in commenting on the wetland replacement plan for the Reserve at Autumn Woods Development.

The Reserve at Autumn Woods project proposes to construct a single-family development on the 45-acre property containing 5 existing wetlands. During review of the replacement plan application, the WCA Technical Evaluation Panel (TEP) determined that impacts to the smaller wetlands (Wetlands C and E) and the low-quality wetland (Wetland B) would be allowed due to difficulty to avoid or to preserve once surrounded by residential development. To offset some of the lost wetland functions and values due to the proposed impacts, the applicant prepared a restoration plan for the previous drained Wetland D to historic water levels, removal nuisance plants, and restoration of native wetland vegetation. The restoration of Wetland D will be completed by the developer in conjunction with the development of the site.

In total, the project proposes to impact three of the wetlands, for a total of 1.2 acres, see Exhibit A, Figure 2. The wetland impacts will be replaced at a 2:1 ratio with purchase of 2.4 acres of wetland credit from Wetland Bank #1349, which is in the same major watershed.

City staff has worked with all regulatory agencies involved in commenting on the wetland replacement plan for the development. All said comments by state and local agencies have been addressed in the attached plan.

CITY COUNCIL ACTION REQUESTED

Motion to approve the wetland replacement plan for Reserve at Autumn Woods Development.

BOARD OF WATER AND SOIL RESOURCES

Minnesota Wetland Conservation Act
Notice of Decision

Local Government Unit: City of Chaska	**County:** Carver
Applicant Name: U.S. Home Corporation	**Applicant Representative:** Joe Jablonski
Project Name: Reserve at Autumn Wood (Wagner Property)	**LGU Project No. (if any):** 193805200
Date Complete Application Received by LGU: 10/14/21, Decision extended	
Date of LGU Decision:	
Date this Notice was Sent:	

WCA Decision Type - check all that apply

☐ Wetland Boundary/Type ☐ Sequencing ☒ Replacement Plan ☐ Bank Plan (not credit purchase)
☐ No-Loss (8420.0415) ☐ Exemption (8420.0420)
Part: ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G ☐ H Subpart: ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐8 ☐ 9

Replacement Plan Impacts (replacement plan decisions only)

Total WCA Wetland Impact Area: 1.20 Acres
Wetland Replacement Type: ☐ Project Specific Credits: X Bank Credits: 2.40 Acres Bank #1349
Bank Account Number(s):

Technical Evaluation Panel Findings and Recommendations (attach if any)

☐ Approve ☐ Approve w/Conditions ☐ Deny ☐ No TEP Recommendation

LGU Decision

☐ Approved with Conditions (specify below)[1] ☒ Approved[1] ☐ Denied
List Conditions:

Decision-Maker for this Application: ☐ Staff ☒ Governing Board/Council ☐ Other:

Decision is valid for: ☒ 5 years (default) ☐ Other (specify):

[1] *Wetland Replacement Plan approval is not valid until BWSR confirms the withdrawal of any required wetland bank credits. For project-specific replacement a financial assurance per MN Rule 8420.0522, Subp. 9 and evidence that all required forms have been recorded on the title of the property on which the replacement wetland is located must be provided to the LGU for the approval to be valid.*

LGU Findings – Attach document(s) and/or insert narrative providing the basis for the LGU decision[1].

☐ Attachment(s) (specify):
☒ Summary: The Autumn Woods Wetland Replacement Plan Application was discussed with the WCA TEP, Watershed District and City Staff. The reviewers determined the proposed wetland impacts could be considered based on the following:

- difficulty of preserving the wetlands of smaller size once surrounded by development
- allowing wetland impacts to some lower quality wetlands to allow additional woodland preservation
- restoration of Wetland D to off-set some of the lost wetland functions and values on-site due to wetland filling.
- replacement of wetland impacts of 1.20 acres at a 2:1 ratio (2.40 Acres) with Wetland Bank #1349 which is located in the same major watershed and Bank Service Area as the impacted wetlands.

The applicant has developed a restoration plan for Wetland D that includes restoring water levels by blocking tile and a ditch that was partially draining the basin. In addition, a vegetative restoration plan that includes site preparation, seeding and vegetative maintenance after seeded to control problematic weeds was also provided. The proposed wetland impact map, approved concept alternative, seeding and vegetative restoration plan are attached.

[1] *Findings must consider any TEP recommendations.*

Attached Project Documents

☒ Site Location Map ☒Project Plan(s)/Descriptions/Reports (specify): Figures: Location, impact, approved concept, seeding map, vegetative restoration plan

Appeals of LGU Decisions

If you wish to appeal this decision, you must provide a written request within 30 calendar days of the date you received the notice. All appeals must be submitted to the Board of Water and Soil Resources Executive Director along with a check payable to BWSR for $500 *unless* the LGU has adopted a local appeal process as identified below. The check must be sent by mail and the written request to appeal can be submitted by mail or e-mail. The appeal should include a copy of this notice, name and contact information of appellant(s) and their representatives (if applicable), a statement clarifying the intent to appeal and supporting information as to why the decision is in error. Send to:

Appeals & Regulatory Compliance Coordinator
Minnesota Board of Water & Soils Resources
520 Lafayette Road North
St. Paul, MN 55155
travis.germundson@state.mn.us

Does the LGU have a local appeal process applicable to this decision?

☐ Yes[1] ☒ No

[1]*If yes, all appeals must first be considered via the local appeals process.*

Local Appeals Submittal Requirements (LGU must describe how to appeal, submittal requirements, fees, etc. as applicable)

Notice Distribution (include name)

Required on all notices:

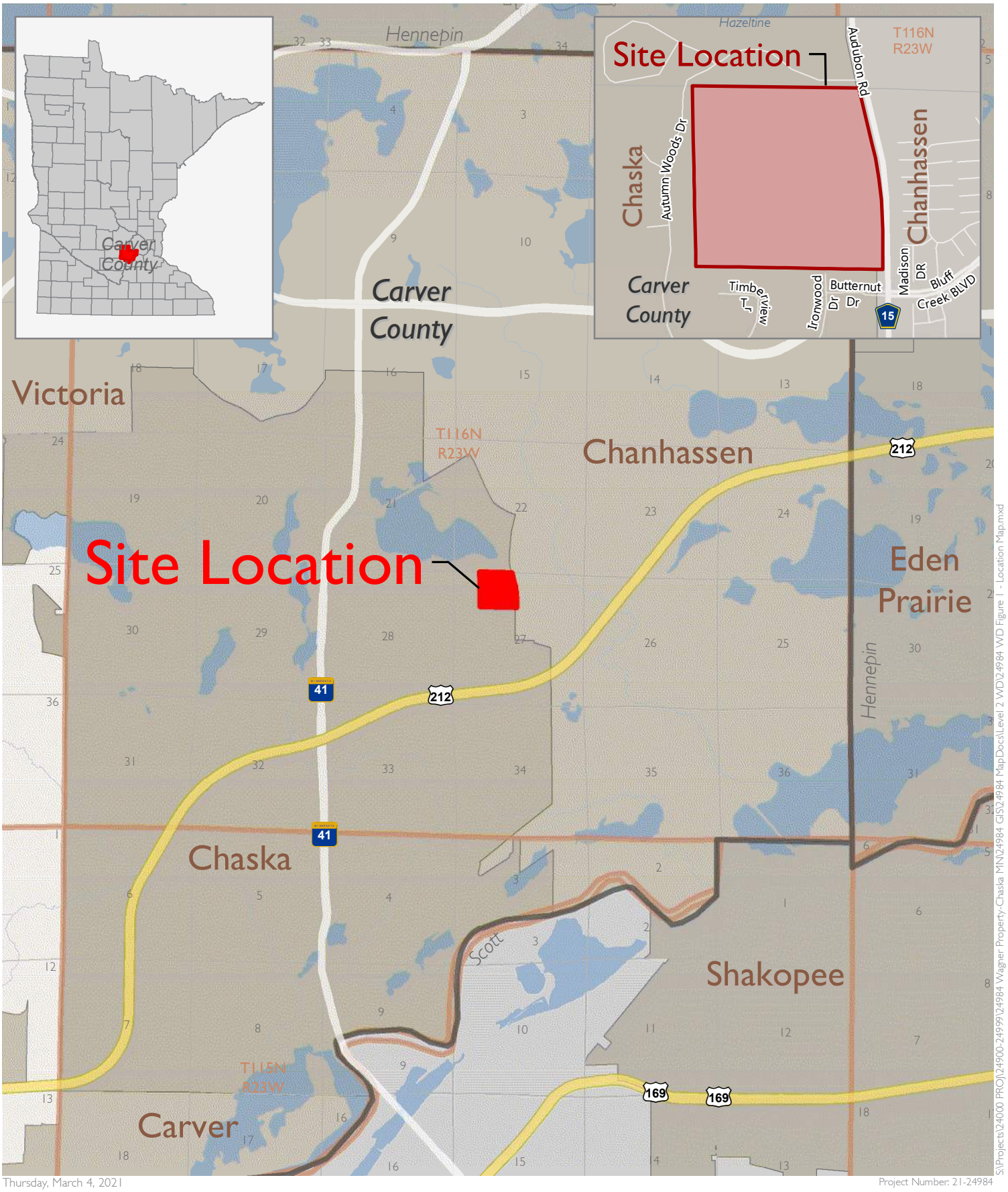
☒ SWCD TEP Member: Tom Genelin- tgenelin@co.carver.mn.us ☒ BWSR TEP Member: Ben Carlson
☐ LGU TEP Member (if different than LGU contact):
☒ DNR Representative: Leslie Parris
X Watershed District or Watershed Mgmt. Org.: Riley Purgatory Bluff Creek Watershed District – Terry Jeffery- tjeffery@rpbcwd.org
X Applicant: Joe Jablonski-joe.jablonski@lennar.com ☒ Agent/Consultant: Nick McCabe – ISG – Nick.McCage@ISGInc.com

Optional or As Applicable:

☒ Corps of Engineers:
☐ BWSR Wetland Mitigation Coordinator (required for bank plan applications only):
☐ Members of the Public (notice only): ☐ Other:

Signature:	**Date:** 1/26/22
	

This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.



Thursday, March 4, 2021

Project Number: 21-24984

S:\Projects\24000 PROJ\24900-24999\24984 Wagner Property-Chaska MN\24984 GIS\24984 MapDocs\Level 2 WD\24984 WD Figure 1 - Location Map.mxd

Figure 1

Project Location Map

Wagner Property

Chaska, Carver County, Minnesota

0 0.5 1 Miles

N

Source(s):
Municipalities (MnDOT, 2016)
Roads (MnDOT, 2020)
Lakes (MN DNR, 2020)
Counties (MN DNR, 2013)
PLSS (USGS)

ISG



Figure 2
Wetland Impacts Map
Wagner Property
Chaska, Carver County, Minnesota

0 125 250 ft

N

Source(s):
Orthophoto (Carver Co, 2020)
Wetland Delineation (ISG, 2021)

ISG

LOT WIDTH LEGEND

LOT TYPE	QUANTITY	MINIMUM LOT WIDTH
	14	75 FT (7.5 FT SIDE SETBACKS)
	52	65 FT (7.5 FT SIDE SETBACKS)
	20	55 FT (7.5 FT SIDE SETBACKS)
TOTAL	86	

SETBACKS

	BUILDING	
	PER ZONING ORDINANCE	SHOWN ON PLAN
FRONT YARD	20'-0"	25'-0"
SIDE YARD	5'-0"	5' (7.5' ON 65' LOTS)
SIDE CORNER YARD	20'-0"	20'-0"
REAR YARD	25'-0"	25'-0"

PROPOSED COLOR EXHIBIT (Preferred Alternative)

LENNAR

RESERVE AT AUTUMN WOODS
CHASKA, MINNESOTA - 09/07/2021
ISG PROJECT NO. 21-24984

SCALE: 1" = 100 FEET

ISG Architecture + Engineering + Environmental + Planning

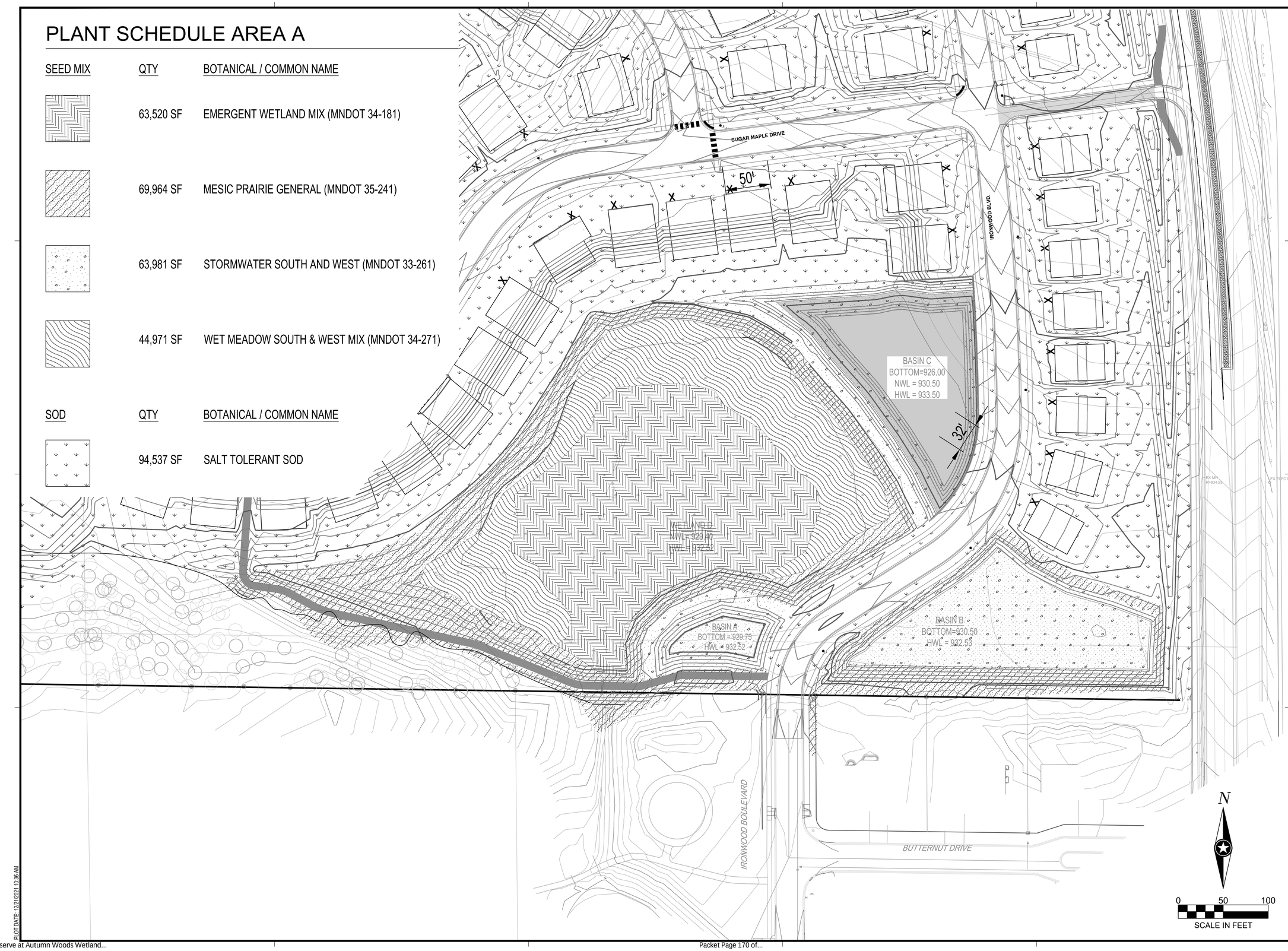
ISGInc.com

CAD FILE NAME 24984 COLOR LAYOUT

PLANT SCHEDULE AREA A

SEED MIX	QTY	BOTANICAL / COMMON NAME
	63,520 SF	EMERGENT WETLAND MIX (MNDOT 34-181)
	69,964 SF	MESIC PRAIRIE GENERAL (MNDOT 35-241)
	63,981 SF	STORMWATER SOUTH AND WEST (MNDOT 33-261)
	44,971 SF	WET MEADOW SOUTH & WEST MIX (MNDOT 34-271)

SOD	QTY	BOTANICAL / COMMON NAME
	94,537 SF	SALT TOLERANT SOD



PRELIMINARY NOT FOR CONSTRUCTION

ISG

NOTE:
THE CLARITY OF THESE PLANS DEPEND UPON COLOR COPIES. IF THIS TEXT DOES NOT APPEAR IN COLOR, THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JERREMY D. FOSS

DATE _____ LIC. NO. 55871

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PROJECT

LENNAR

RESERVE AT AUTUMN WOODS

CHASKA MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	21-24984
FILE NAME	24984 LANDSCAPE
DRAWN BY	JRS
DESIGNED BY	JRS
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	01/03/22
CLIENT PROJECT NO.	-

TITLE

WETLAND RESTORATION

SHEET

OF 77

PLOT DATE: 2/21/2021 10:36 AM

WETLAND RESTORATION TIMELINE

Date	Activity
SUMMER 2022	Construction and grading activities are completed Sow cover crop or spread Type 3 weed-free straw mulch if required for temporary erosion control
AUGUST 2022	Site evaluation to identify weed pressure Herbicide selection Herbicide application
SEPTEMBER 2022	Herbicide application, if necessary
OCTOBER 2022 OR NOVEMBER 2022	Sow native wetland seed mixes Ensure outlet structures maintain water levels as low as possible within the wetland until July 2023
WINTER 2023	Seed will stratify and break dormancy over the winter months, allowing all species to germinate in Spring 2023
MAY 2023	If problematic weeds like Reed Canary Grass are still present, apply water-safe glyphosate (Rodeo). Reed Canary Grass is actively growing in the early spring before most native species germinate.
JUNE 2023	Maintenance mowing (1-4 times depending on growth rate) Spot treat weeds with herbicide
JULY 2023	Maintenance mowing (1-4 times depending on growth rate) Restore water levels to allow normal wetland hydrology Spot treat weeds with herbicide
AUGUST 2023	Maintenance mowing (1-4 times depending on growth rate) Spot treat weeds with herbicide
SUMMER 2024	Mow up to two times in spring and early summer if problematic weeds are still present Spot treat weeds with herbicide

SITE PREPARATION

HERBICIDE APPLICATION

1. Weed Identification: Site evaluation shall be conducted after construction and grading activities are complete, prior to site preparation, to determine the undesirable and non-native species of trees, shrubs, vines, and herbaceous plants on site. This site evaluation will either be done by the Contractor or the Architect/Engineer's Representative.
2. Weed Eradication: All existing undesirable and non-native plant vegetation should be killed and/or removed from the site with multiple herbicide applications. Common weed species found in wetlands include Reed Canary Grass, non-native Phragmites, and Cattails.
3. Herbicide Selection: In riparian or wetland areas, water-safe herbicides approved for use near water must be used. Pre-emergent herbicides should not be used. Typically, Rodeo or Imazapyr is used. Imazapyr tends to be more effective but will stay in the soil for 6 months after application. For more detailed guidance on herbicide selection, see Appendix 5B of the BWSR Minnesota Wetland Restoration Guide.

3. Herbicide Application: All herbicides should be applied in accordance with state and federal regulations and manufacturer's instructions. Herbicides should not be applied during or within 72 hours of a rain event or when wind velocities exceed 5 miles per hour. Ideally, 3 herbicide applications would be conducted in spring, summer, and fall with seeding occurring in early winter. This ideal schedule may need to be adapted to align with the construction timeline.
4. If necessary, plant a cover crop and/or apply Type 3 weed-free straw mulch for temporary erosion control. Use Oats as a cover crop in spring and summer; use Winter Wheat as a cover crop in fall.

SEEDBED PREPARATION

1. All restoration areas should be free of any rocks, crop residue, trash, or debris. Mow or harvest oats if used as temporary erosion control.
2. Construction and grading activities can compact the soil. Prior to seeding, any compacted areas must be prepared to provide a loose, smooth, evenly textured seedbed. A good seedbed is one that an adult footprint sinks into the soil about ¼ to ½ inch. If the seedbed is too compacted, discing is recommended. On slopes, operate equipment at right angles to the direction of surface drainage. The disc should not invert the soil. Avoid soil inversion and tilling to preserve soil biology and prevent emergence of weed seeds.
3. Discing may need to be followed by rolling or cultipacking to firm the seedbed. If the seedbed is too loose and fluffy, seeds will be placed too deep for proper germination.

WETLAND SEEDING

1. Seeding will only be conducted after all grading, construction, and site preparation activities are completed. The Contractor must wait 3 days after glyphosate application to seed native species. If other herbicides have been used on site, consult the manufacturer's recommendation for safe re-entry period prior to seeding. Some herbicides can stay in the soil for months and hinder the germination of native plants.
2. Prior to seeding, the seed zones must be located and clearly staked or flagged to ensure the Seed Installer properly plants the appropriate amount and types of seed in zones designated on the construction documents.
3. Refer to Table 1 (page 3) and Table 2 (page 4) for seed mix composition.
2. Seeding should be conducted in the fall (October or November) by hand broadcasting, mechanical broadcasting, or drilling. Fall seeding allows stratification to occur during the winter which breaks seed dormancy so all species germinate the following spring. If fall seeding is not possible, spring seeding (April, May or June) is also an acceptable timeframe.
3. The Seed Installer is responsible for calibrating equipment to deliver seed at the specified rate and to operate equipment in a manner necessary to evenly distribute the seeds over the specified area at the specified rate.
4. Seeded areas may have one pass with a roller or cultipacker to firm the soil and ensure good seed-to-soil contact.
5. Do not apply fertilizers in the areas seeded with native grasses and wildflowers.
6. Ensure outlet structures maintain water levels as low as possible within the wetland until July 2023. Many wetland seeds float, so reducing water levels as much as possible will help reduce the risk of seed loss.

TABLE 1: WET MEADOW SEED MIX 34-271

COMMON NAME	SCIENTIFIC NAME	RATE (KG/HA)	RATE (LB/AC)	% OF MIX (% BY WT)	SEEDS/ SQ FT
GRASSES					
Fringed Brome	*Bromus ciliatus*	1.23	1.10	9.18%	4.45
Bluejoint Grass	*Calamagrostis canadensis*	0.06	0.05	0.41%	5.00
Virginia Wild Rye	*Elymus virginicus*	1.12	1.00	8.37%	1.55
Rice Cut Grass	*Leersia oryzoides*	0.28	0.25	2.07%	3.10
Tall Manna Grass	*Glyceria grandis*	0.17	0.15	1.26%	3.90
Fowl Manna Grass	*Glyceria striata*	0.11	0.10	0.83%	3.30
Fowl Bluegrass	*Poa palustris*	0.39	0.35	2.88%	16.50
	TOTAL GRASSES	3.36	3.00	25.00%	37.80
SEDGES + RUSHES					
Bristly Sedge	*Carex comosa*	0.24	0.21	1.78%	2.36
Pointed Broom Sedge	*Carex scoparia*	0.06	0.05	0.43%	1.60
Awl-fruited Sedge	*Carex stipata*	0.19	0.17	1.40%	2.10
Tussock Sedge	*Carex stricta*	0.03	0.03	0.21%	0.50
Fox Sedge	*Carex vulpinoidea*	0.16	0.14	1.13%	5.00
Path Rush	*Juncus tenuis*	0.04	0.04	0.34%	15.00
Dark Green Bulrush	*Scirpus atrovirens*	0.20	0.18	1.48%	30.00
Woolgrass	*Scirpus cyperinus*	0.09	0.08	0.67%	50.00
	TOTAL SEDGES AND RUSHES	1.01	0.90	7.44%	106.56
FORBS					
Marsh Milkweed	*Asclepias incarnata*	0.27	0.24	2.03%	0.43
Common Boneset	*Eupatorium perfoliatum*	0.02	0.02	0.18%	1.30
Grass-leaved Goldenrod	*Euthamia graminifolia*	0.01	0.01	0.06%	1.00
Spotted Joe Pye Weed	*Eutrochium maculatum*	0.02	0.02	0.18%	0.75
Sneezeweed	*Helenium autumnale*	0.03	0.03	0.23%	1.30
Sawtooth Sunflower	*Helianthus grosseserratus*	0.04	0.04	0.30%	0.20
Great Blue Lobelia	*Lobelia siphilitica*	0.02	0.02	0.13%	2.90
Blue Monkey Flower	*Mimulus ringens*	0.01	0.01	0.07%	6.80
Virginia Mountain Mint	*Pycnanthemum virginianum*	0.07	0.06	0.53%	5.10
Giant Goldenrod	*Solidago gigantea*	0.02	0.02	0.14%	1.50
Eastern Panicled Aster	*Symphyotrichum lanceolatum*	0.03	0.03	0.22%	1.50
Red-stemmed Aster	*Symphyotrichum puniceum*	0.19	0.17	1.42%	5.00
Tall Meadow Rue	*Thalictrum dasycarpum*	0.01	0.01	0.12%	0.11
Blue Vervain	*Verbena hastata*	0.15	0.13	1.12%	4.61
Ironweed	*Vernonia fasciculata*	0.03	0.03	0.28%	0.30
Culver's Root	*Veronicastrum virginicum*	0.01	0.01	0.12%	4.20
Golden Alexanders	*Zizia aurea*	0.28	0.25	2.06%	1.00
	TOTAL FORBS	1.23	1.10	9.19%	38.00
COVER CROP					
Oats	*Avena sativa*	7.85	7.00	58.37%	3.12
	TOTAL COVER CROP	7.85	7.00	58.37%	3.12
	Totals:	**13.45**	**12.00**	**100.00%**	**185.48**
Purpose:	Wet meadow / Sedge meadow reconstruction for wetland mitigation or ecological restoration projects				
Planting Area:	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				

TABLE 2: EMERGENT WETLAND SEED MIX 34-181

COMMON NAME	SCIENTIFIC NAME	RATE (KG/HA)	RATE (LB/AC)	% OF MIX (% BY WT)	SEEDS/ SQ FT
GRASSES					
American Slough Grass	*Beckmannia syzigachne*	0.78	0.70	14.07%	12.92
Tall Manna Grass	*Glyceria grandis*	0.28	0.25	4.98%	6.40
Rice Cut Grass	*Leersia oryzoides*	0.34	0.30	5.93%	3.70
	TOTAL GRASSES	1.40	1.25	24.98%	23.02
SEDGES + RUSHES					
River Bulrush	*Bolboschoenus fluviatilis*	0.85	0.76	15.20%	1.20
Bristly Sedge	*Carex comosa*	0.20	0.18	3.63%	2.00
Lake Sedge	*Carex lacustris*	0.07	0.06	1.19%	0.24
Tussock Sedge	*Carex stricta*	0.04	0.04	0.77%	0.75
Least Spikerush	*Eleocharis acicularis*	0.11	0.10	1.94%	2.50
Marsh Spikerush	*Eleocharis palustris*	0.11	0.10	2.03%	1.90
Torrey's Rush	*Juncus torreyi*	0.04	0.04	0.85%	25.00
Three-square Bulrush	*Schoenoplectus pungens*	0.26	0.23	4.54%	1.00
Soft Stem Bulrush	*Schoenoplectus tabernaemontani*	0.49	0.44	8.78%	5.00
Woolgrass	*Scirpus cyperinus*	0.06	0.05	1.02%	32.00
	TOTAL SEDGES AND RUSHES	2.24	2.00	39.95%	71.59
FORBS					
Sweet Flag	*Acorus americanus*	0.31	0.28	5.53%	0.67
Common Water Plantain	*Alisma triviale*	0.45	0.40	8.00%	9.70
Marsh Milkweed	*Asclepias incarnata*	0.31	0.28	5.67%	0.50
Broad-leaved Arrowhead	*Sagittaria latifolia*	0.34	0.30	6.07%	6.80
Giant Bur Reed	*Sparganium eurycarpum*	0.55	0.49	9.80%	0.09
	TOTAL FORBS	1.96	1.75	35.07%	17.76
	Totals:	**5.60**	**5.00**	**100.00%**	**112.37**
Purpose:	Emergent wetland restoration for use in wetland mitigation, shoreline restoration, wet stormwater ponds where emergent vegetation is desired.				
Planting Area:	Statewide				

VEGETATION ESTABLISHMENT

YEAR 1 (2023)

1. During the first growing season after planting, all seeded areas must be kept mowed to the extent possible to help control weed growth, allow sunlight to penetrate to the soil surface, and encourage root development on the native perennials. Wet areas should be mowed along with the upland and buffer areas; however, the equipment shall not cause ruts or compact the wet soil. Some sites may be too wet to allow mowing without causing ruts or compaction in which case it is allowable not to mow the area.
2. Mow to a height of 6-8 inches whenever the vegetation reaches 10-12 inches tall, approximately once every 1-4 weeks depending on the rate of vegetation growth.
3. Use of a flail mower or stalk chopper to prevent smothering of native plant seedlings. If a flail mower or stalk chopper is not available, the vegetation must by hayed/bagged and removed from the site, or mowing must be frequent enough to ensure cut vegetation is small enough to compost itself back into the site without creating a thick mulch and negatively effecting the native plant seedlings.
4. Spot-treat weeds such as Reed Canary Grass and Canada Thistle with an appropriate herbicide.
5. Do not hand-pull any weeds during the first growing season as to not disturb the soil or native seedlings.
6. In July 2023, restore wetland hydrology to allow for normal water levels within the wetland basin. By this time, both cool-season and warm-season plants should have had enough time to germinate and grow a few inches tall.

LONG-TERM MANAGEMENT

YEAR 2 (2024)

1. Mow to a height of 6-8 inches up to two times in the spring and early summer to help control weed growth.
2. Spot-treat aggressive perennial weeds such as Reed Canary Grass and Canada Thistle with an appropriate herbicide.

YEAR 3 + BEYOND (2025)

1. Periodically monitor wetland for weeds and hydrological issues at least once per year. Healthy stands of native vegetation are important to provide wildlife habitat, capture nutrient runoff, and reduce peak flows during large precipitation events. It is important to ensure that vegetation is sufficiently established, maintains diversity levels, and is out-competing invasive species. On-site observations are necessary to spot problems and get them resolved as soon as possible.
2. Spot-treat weeds such as Reed Canary Grass and Canada Thistle with an appropriate herbicide.
3. Consider periodic disturbance such as prescribed fire, mowing, or grazing once every 3-5 years. By necessity, some amount of flexibility is needed when managing wetland restorations. Changes in management strategies and timing are often necessary to react to changing or unexpected project conditions, whether they are due to natural circumstances or manmade circumstances. Adaptive management solutions tailored to site observations are encouraged.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
02/28/2022

Subject: **Appointment of Community Center Master Plan Citizen Task Force**

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

Background:

On December 6th, 2021, Parks and Recreation Director, Marshall Grange, presented a plan to City Council to develop a master plan for the Chaska Community Center. Marshall Grange discussed the establishment of a Citizen Task Force to participate in the master plan process and proposed the make-up of the Citizen Task Force to represent the community which City Council approved of.

The proposed Citizen Task Force included:

- 2 City Councilors
- 2 Parks and Recreation Commissioners
- 1 Human Rights Commissioner
- 1 Planning Commissioner
- 2 School District 112 representatives
- 4 Community Center members
- 4 non-Community Center members

December 14, 2021, staff opened an on-line application and promoted the opportunity to serve on the task force a variety of ways to encourage people to apply.

January 30, 2022 was the application deadline and 37 applications were received.

Applications were review by an internal committee as to determine 16 individuals to interview. The committee consisted of 2 City Council members (Jon Grau and Taylor Hubbard), 2 Parks and Recreation Commissioners (Donelle Heieie and Zach Saueressig), City Administrator, and the Parks and Recreations Director.

February 22 and 23, 2022, interviews were conducted with each of the 16 applicants and the internal committee via zoom.

February 24, 2022, the internal committee met via zoom to discuss the 16 applicants who were interviewed and reached consensus on the recommendation of 4 Community Center and 4 non-Community Center members to serve on the Citizen Task Force.

Staff recommends the City Council appoint the individuals listed below to the Community Center Master Plan Citizen Task Force.

City Council

Grau, Jon
Hubbard, Taylor

Parks & Recreation Commission

Heieie, Donelle
Saueressig, Zach

Planning Commission

Urbanski, Todd

Human Rights Commission

Hubbard, Martin

School District

Harberts, Sue
Ross, Jeff

Community Center Members

Jaggi, Rounak
Kramer, Ellie
Roan, Dave
Vranicar, Jacquelyn

Non-Community Center

Abshir, Madina
Bolstad, Angie
Lozano, Grecia
Willemssen, Mac

CITY COUNCIL ACTION REQUESTED

Motion to appoint the Citizen Task Force to the Community Center Master Plan project.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
02/28/2022

Subject: **Recommend Consultant for the Community Center Master Plan Architectural Services**

Prepared By: Marshall Grange, Parks and Recreation Director

Background:

On December 6, 2021, Parks and Recreation Director, Marshall Grange, presented a plan to City Council to develop a master plan for the Chaska Community Center. City Council passed a motion approving staff to solicit a request for proposals for architectural services.

December 7, 2021, the RFP was sent directly to eleven architectural firms and made available on the City's website.

December 16 and 20, 2021, staff conducted pre-proposal meetings for architects to attend to learn more about the project, take a tour of the facility, and ask questions to help them prepare their proposal. These were in-person meetings, and a third zoom meeting was held on December 20.

January 10, 2022, proposals were due at 12:00 p.m. Proposals were received from HGA and Perkins&Will.

January 27, 2022, staff interviewed HGA

January 31, 2022, staff interviewed Perkins&Will

February 8, 2022, Marshall Grange reviewed the RFP and interview process with the Parks and Recreation Commission and recommended Perkins&Will for architectural services.

The Parks and Recreation Commission passed a motion recommending City Council authorize staff to enter into a Service Agreement with Perkins&Will for architectural services.

CHASKA CITY COUNCIL ACTION REQUESTED

Motion to authorize City Administrator, Matt Podhradsky, to execute a service agreement with Perkins&Will for architectural services.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
02/28/2022

Subject: **Southwest Christian High School – Concept Plan**

Applicant: Southwest Christian High School

Location: East side of Bavaria Road, south of Highway 212

Case No.: PC No. 2022-10

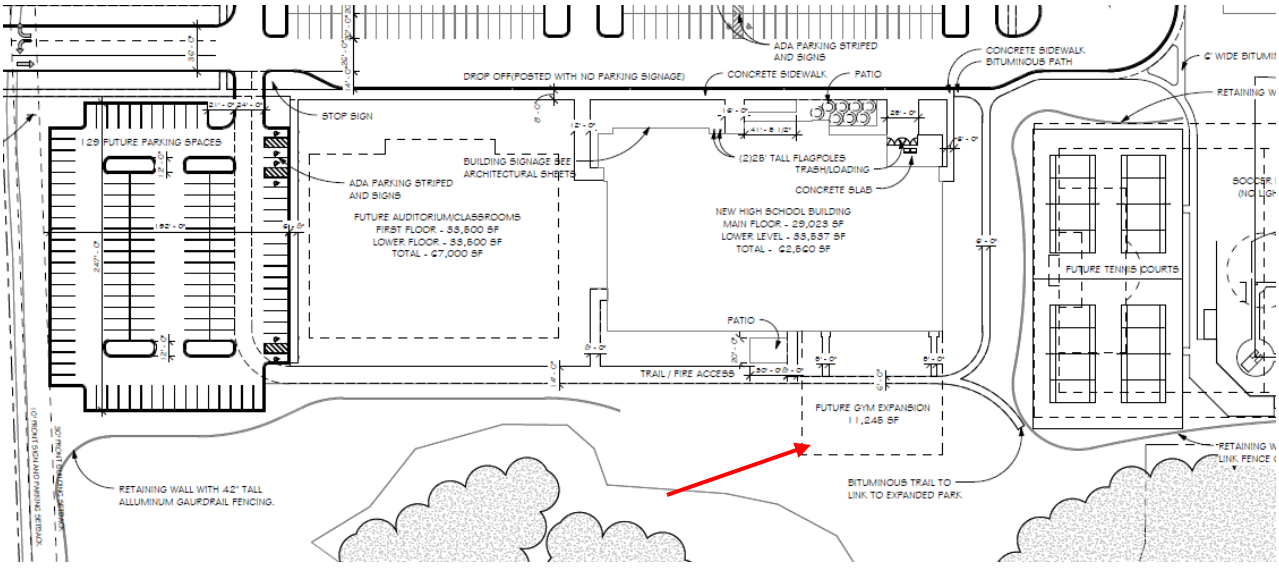
Synopsis: The applicant is requesting approval of a concept plan to construct a 48,000 square foot fieldhouse addition at Southwest Christian High School.

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution

BACKGROUND

In May of 2011, the Preliminary Plat, Preliminary Site/Building Plans and a Conditional Use Permit were approved for Southwest Christian High School to construct a new school on the east side of Bavaria Road, south of Highway 212. The Final Site/Building Plans and Final Plat were approved in June of 2011. It was noted during those approvals that a gym addition (~11,000 square feet) was anticipated on the southern portion of the school building. See below.



In April of 2017, the Final Site & Building Plan was approved for a building addition totaling approximately 62,000 square feet that included additional classrooms, offices, and a new 643-seat auditorium on the west side of the existing school. The plan also incorporated an 87-stall

parking lot. The addition allowed the school to provide the needed space for 500 students plus expand its programming in the areas of music, theater, engineering, robotics and industrial arts.

Project Goals
The identified goals for this new addition include the following:

- Create Excellence and Community with the expansion project
- Provide improvements to the sports facilities and training offered to students
- Building community amongst the teams, student body, parent community, and the community at large

Existing Conditions
The site currently holds the existing high school (124,450 sq ft) with almost 500 students, and several tennis courts and recreational fields. There are three parking lots totaling 353 stalls. Just east of the existing school is a flat grassy area used for a soccer field, where the anticipated building addition is proposed to go.

CURRENT REQUEST
Southwest Christian High School is requesting approval of a Concept Plan to build an approximately 48,000 square foot fieldhouse addition on the east side of the building. A new parking lot of 185 stalls is also proposed as a part of this project on the east side. The proposed project will not add any additional classroom space and will not increase the 500 student capacity of the school.

Adjacent properties
The site is bounded on the north by Highway 212, to the west by Bavaria Road and single family residential, the south by single family residential, and the east by single family residential.

Use
The subject property is zoned R1-A, which is a low-density single family residential zone district designation. A conditional use in the R1-A zone district is "schools, churches and similar public or semi-public uses on sites greater than 10 acres". A conditional use permit (CUP) was obtained in May of 2011 to allow for the school use. Therefore, a Conditional Use Permit was required for a school use on this 28-acre property, which was approved at the May 11 Planning Commission meeting and May 16 City Council meeting.

One provision of this CUP was the school shall not allow the enrollment to exceed 600 students. The current school capacity holds 500 students, which is in compliance with the CUP provision.

Building Materials & Design
The Athletic Fieldhouse design will be consistent with the approved materials of the first two phases of construction. These materials consist of precast concrete walls with both smooth and raised aggregate finishes, stucco finishes on framed walls, storefront glazing/entry systems, red brick accents and exposed structural steel trim elements. The building expansion occurs to the back of the site, with the first two phases of construction anchoring the massing as seen from the primary sight line from Bavaria Road. The massing is consistent with the previously approved buildings. The new fieldhouse entrance is situated at the intersection adjacent to the existing gymnasium and has an elevated single

slope roof with tall curtainwall and clerestory glazing. This fieldhouse entrance will provide the primary entrance for athletic events only. The existing entrances developed in the first two phases of construction will continue to handle the day-to-day building entrances. The overall building height matches the height of the existing gymnasium building (28'-0" on North side and 43'-0" on the South side due to site grade differential), which is less than the approved height of the Performing Arts building.

Staff Recommendation/Analysis
The original approvals of the school, including the anticipated building addition, were done before the exterior building materials were adopted. And during those original approvals, the overall design of the building went through extensive review as well. The material composition found on the building today was the result of that review. In that regard, staff is comfortable with the proposed material selection/application as long as the building is providing for an articulated and balanced design, which it appears it is doing.

It should be noted that the architectural elevations show the incorporation of additional rooftop mechanical equipment. This equipment is required to be fully screened from view. The applicant will have to work with staff to ensure the equipment is fully screened.

Setbacks
Buildings and parking shall meet the following setbacks:

BUILDING SETBACKS	
Direction	**Setback**
Bavaria Road	100 feet from centerline
Residential Property Lines	40 feet
Interior Property Lines	15 feet

PARKING SETBACKS	
Direction	**Setback**
Interior Property Lines	10 feet

Parking/Access/Circulation
185 parking spaces are proposed as a part of this building addition. The following chart summarizes the overall parking demand on the site, based on the approximated sizes of the existing and proposed uses.

Uses	Approx. Size	Code Req.	Est. Parking Req.
High School	32 Classrooms; 500 students	1ps/classroom 1ps/6 students	115 parking spaces
Auditorium	643 seats	1ps/3.5 seats	184 parking spaces
Existing Gym	300 seats	1ps/3.5 seats	86 parking spaces
Fieldhouse	300 seats	1ps/3.5 seats	86 parking spaces

	REQUIRED	**471 parking spaces**
	PROVIDED	**538 parking spaces**

According to this table the applicant is meeting the required amount of parking spaces needed for the uses. The total number of parking spaces provided are totaled from the existing (353) and proposed (185) parking counts on site. Furthermore, the applicant has noted the following in relation to their parking:

"The athletic expansion project is primarily being built to meet the needs of our existing programs and athletic events, and it includes additional parking spaces to help us manage parking for our highest-attended events. In fact, the expansion provides parking relief. Not only will we continue to be strategic in how we schedule events on campus, including not stacking events beyond our parking capacity, we will create extra parking with this additional expansion. We are quickly nearing our maximum enrollment which was already approved by the City of Chaska, and this expansion will meet the athletic needs of our current community. It will not drive enrollment beyond those agreed-to levels."

Staff is comfortable with the amount of parking proposed based on the site meeting parking requirements and the applicant's analysis of existing uses. It will be important when the school looks to add their future athletic field on the north side of the site that parking is adequately vetted out. A site and building plan process will be required to formally review this addition.

Access into the site will be gained from the existing access on Bavaria Road. No new accesses are proposed. The applicant will have to work with City staff on the operations of the existing access and timing of necessary improvements along Bavaria Road. The City Engineer has had a chance to review and comment in his memo.

Landscaping

The plan is showing landscaping to be added to the site. A mix of new trees and shrubs will be added around the site.

Landscaping will have to meet the City's ordinance in terms of quantity and size. The table below indicates the landscaping requirements for this site and how the applicant meets or does not meet them:

LANDSCAPING REQUIREMENTS & PROPOSED		
	Required	**Proposed**
Overstory Trees	146 caliper inches (51 trees)	146 caliper inches (51 trees)
Understory Trees	13	13
Shrubs	155	163

According to the table above the applicant is meeting the landscape requirements in terms of quantities. A majority of the plantings will be placed on the eastern and southern edges of the proposed parking lot, which will help with screening from the residential.

The applicant is also incorporating planting islands in the proposed parking lot, which meet City requirements.

Lighting
Lighting will have to meet the City's lighting requirements. Pole lights (if proposed) cannot exceed 25 feet in height and must be full cutoffs. Any other light fixtures will also need to be full cut offs. The applicant will need to provide a lighting plan in their preliminary submittal.

Utilities & Stormwater
Water and sewer are available to serve this site. The applicant will have to meet all City and County stormwater requirements.

PLANNING COMMISSION ACTION TAKEN 02/09/2022:
Motion to recommend approval of the Concept Plan for the fieldhouse building addition at Southwest Christian High School (PC#2022-10), subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative (pgs 1-4), submitted by BGW Architects, dated January 26, 2022
    b. Exterior Overlays, submitted by BGW Architects, dated January 26, 2022
    c. Site Forces Diagram, submitted by BGW Architects, dated January 26, 2022
    d. Main Floor Plan, submitted by BGW, dated January 4, 2022
    e. Lower Floor Plan, submitted by BGW, dated January 4, 2022
    f. Exterior Elevations (pgs 1-2), submitted by BGW, dated January 4, 2022
    g. Existing Conditions Plan, submitted by Westwood, dated January 4, 2022
    h. Civil Site Plan, submitted by Westwood, dated January 4, 2022
    i. Overlay Plan, submitted by Westwood, January 4, 2022
    j. Grading Plan, submitted by Westwood, dated January 4, 2022
    k. Erosion Control Plan, submitted by Westwood, dated January 4, 2022
    l. Utility Plan, submitted by Westwood, dated January 4, 2022
    m. Stormwater Details, submitted by Westwood, dated January 4, 2022
    n. Landscape Plan, submitted by Westwood, dated January 4, 2022
    o. Landscape Details, submitted by Westwood, dated January 4, 2022
2. Adherence to City Engineer Memo dated February 9, 2022.
3. Provision that Bavaria Road improvements are installed and in coordination with the City Engineering Department.
4. Provision of proposed signage to meet Section 15.32 of the zoning ordinance.
5. Provision of mechanical equipment to be fully screened from view.
6. Provision of proposed light poles to not exceed 25 feet in height.
7. Provision of lighting to meet Section 15.28.250 of the zoning ordinance.
8. The school shall not allow the enrollment to exceed 600 students.
9. No parking associated with Southwest Christian High School or associated events may occur on White Oak Drive, Groves Drive or any other adjacent public Right-of-Way.
10. Provision of landscaping to meet required quantities per Section 15.28.070 of the zoning ordinance.
11. Provision of irrigation for the landscaped and sodded areas of the site.
12. Compliance with applicable zoning requirements, in particular Section 15.28 (Special Regulations).
13. Provision of a storm water management plan meeting City and Carver County WMO standards.

14. Provision of a Site and Building Plan review to be completed for the future athletic field on the north side of the site.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2022-15 approving the Concept Plan for the fieldhouse building addition at Southwest Christian High School (PC#2022-10).

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE 02/28/2022 RESOLUTION NO. 2022-15

MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER

Resolution approving the Concept Plan for the fieldhouse building addition at Southwest Christian High School/Southwest Christian High School/PC #2022-10

WHEREAS, Southwest Christian High School is requesting approval of a Concept Plan to build an approximately 48,000 square foot fieldhouse addition on the east side of the building; and

WHEREAS, a new parking lot of 185 stalls is also proposed as a part of this project on the east side; and

WHEREAS, the proposed project will not add any additional classroom space and will not increase the 500 student capacity of the school; and

WHEREAS, the Athletic Fieldhouse design will be consistent with the approved materials of the first two phases of construction; and

WHEREAS, these materials consist of precast concrete walls with both smooth and raised aggregate finishes, stucco finishes on framed walls, storefront glazing/entry systems, red brick accents and exposed structural steel trim elements; and

WHEREAS, it should be noted that the architectural elevations show the incorporation of additional rooftop mechanical equipment, and this equipment is required to be fully screened from view; and

WHEREAS, the total number of parking spaces provided (538) are totaled from the existing (353) and proposed (185) parking counts on site; and

WHEREAS, the applicant has noted the following in relation to their parking:

"The athletic expansion project is primarily being built to meet the needs of our existing programs and athletic events, and it includes additional parking spaces to help us manage parking for our highest-attended events. In fact, the expansion provides parking relief. Not only will we continue to be strategic in how we schedule events on campus, including not stacking events beyond our parking capacity, we will create extra parking with this additional expansion. We are quickly nearing our maximum enrollment which was already approved by the City of Chaska, and this expansion will meet the athletic needs of our current community. It will not drive enrollment beyond those agreed-to levels."

WHEREAS, it will be important when the school looks to add their future athletic field on the north side of the site that parking is adequately vetted out, and a site and building plan process will be required to formally review this addition; and

WHEREAS, the applicant will have to work with City staff on the operations of the existing vehicle access and timing of necessary improvements along Bavaria Road; and

WHEREAS, pole lights (if proposed) cannot exceed 25 feet in height and must be full cutoffs, and any other light fixtures will also need to be full cut offs; and

WHEREAS, on February 9, 2022 the Planning Commission recommended approval to the City Council of the Concept Plan for the fieldhouse building addition at Southwest Christian High School (PC#2022-10); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Concept Plan for the fieldhouse building addition at Southwest Christian High School (PC#2022-10), subject to the aforementioned stipulations and following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative (pgs 1-4), submitted by BGW Architects, dated January 26, 2022
    b. Exterior Overlays, submitted by BGW Architects, dated January 26, 2022
    c. Site Forces Diagram, submitted by BGW Architects, dated January 26, 2022
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4. Provision of proposed signage to meet Section 15.32 of the zoning ordinance.
5. Provision of mechanical equipment to be fully screened from view.
6. Provision of proposed light poles to not exceed 25 feet in height.
7. Provision of lighting to meet Section 15.28.250 of the zoning ordinance.
8. The school shall not allow the enrollment to exceed 600 students.
9. No parking associated with Southwest Christian High School or associated events may occur on White Oak Drive, Groves Drive or any other adjacent public Right-of-Way.
10. Provision of landscaping to meet required quantities per Section 15.28.070 of the zoning ordinance.
11. Provision of irrigation for the landscaped and sodded areas of the site.
12. Compliance with applicable zoning requirements, in particular Section 15.28 (Special Regulations).
13. Provision of a storm water management plan meeting City and Carver County WMO standards.
14. Provision of a Site and Building Plan review to be completed for the future athletic field on the north side of the site.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 28th day of February, 2022.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

City of Chaska
Memorandum

To: **Planning Commission**
From: **Matt Clark, City Engineer**
Date: **February 9th 2022**
Subject: **Southwest Christian High School – Concept Plan**

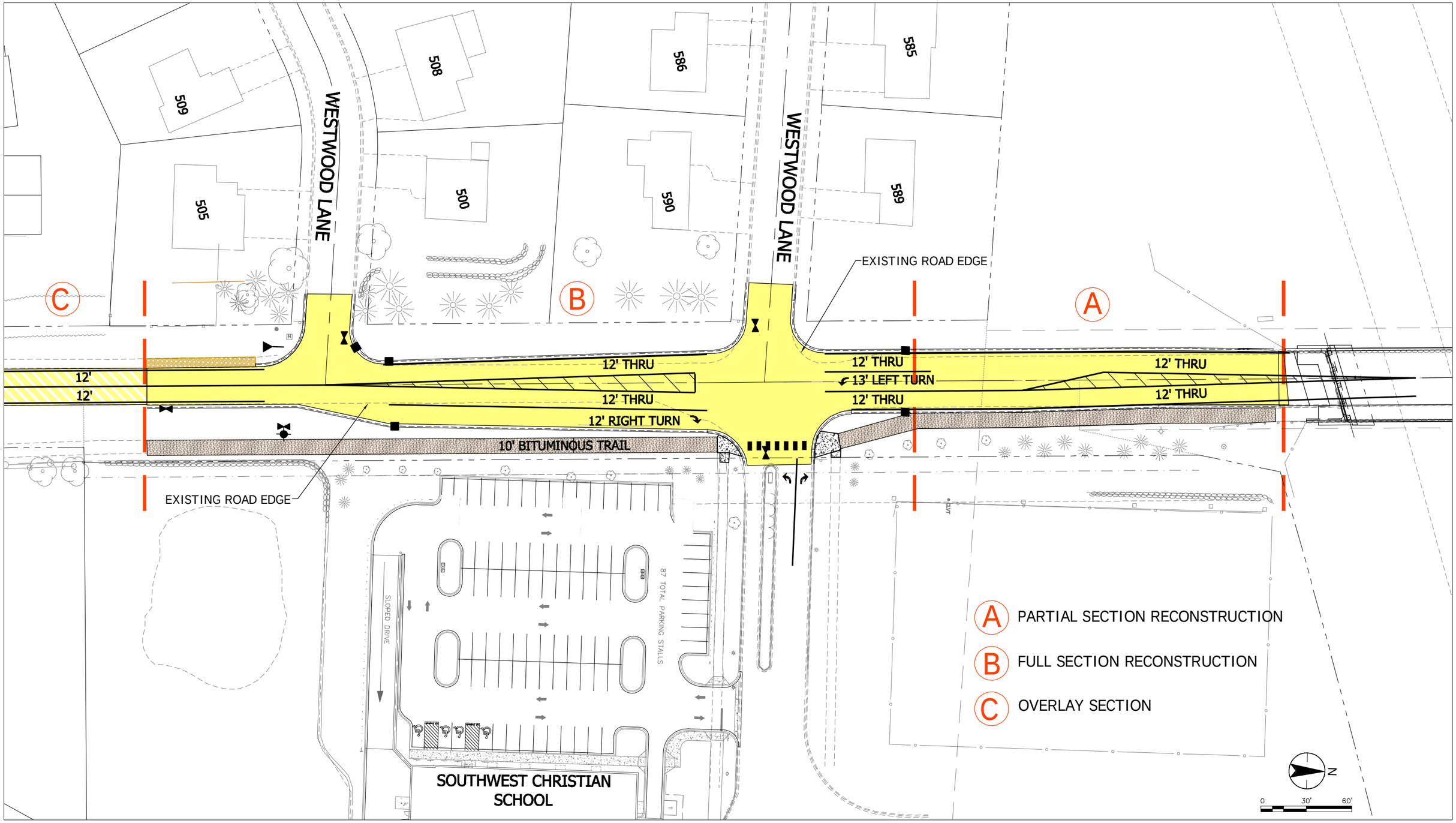
Back in 2011, Site/Building Plans and a Conditional Use Permit were approved for Southwest Christian High School to construct a new school on the east side of Bavaria Road, south of Highway 212. In 2017 the SWCHS building expansion occurred which planned accommodate an anticipated increase in enrollment. It was understood that if enrollment increases, it would cause an increase in traffic entering and exiting the school's single-site access on Bavaria Road.

No improvements were required on Bavaria Road to accommodate turn movements as the SWCHS campus was originally constructed. However, a condition of that initial site plan included a provision that SWCHS would enter into an agreement be partially responsible for installation of turn lanes on Bavaria Road as traffic volumes indicated the need.

The delay of improvements has occurred due to the well-known pandemic which has impacted schools over the last several years. With enrollment nearing capacity, combined with the final buildout being planned, the improvements are now in order. City staff plans to work closely with SouthWest Christian to develop a schedule for timing for construction the necessary turn lane improvements.

Separate from the road improvements, the stormwater management plan that was prepared for the full campus expansion will need to be updated to include the most current campus plan to ensure storm water management for the site are being properly accommodated.

ONE CITY HALL PLAZA/CHASKA, MN 55318-1962/PH: (952) 448-2851/ FX: (952) 448-9300



TURN LANE LAYOUT AT SW CHRISTIAN SCHOOL ENTRANCE

CITY OF CHASKA

BAVARIA ROAD TURN LANES AT SW CHRISTIAN SCHOOL

FIGURE 4

Stantec

2335 Highway 36 W
St. Paul, MN 55113
www.stantec.com

DATE: DECEMBER, 2018 PROJ. NO.: 193804165

Plotted: 12/7/2018 - 10:37am
Drawing name: V:\1938\active\193804165\CAD Dwg\FeasibilityReport\193804165-Figure5Street.dwg
Xrefs: 193804165-XSC, 193804165-XSO, 193804165-XSPL, 193804165-XSS, 001097239P01, 193804165 - Address Numbers

Elizabeth Hanson

From: Nate Kabat
Sent: Thursday, February 3, 2022 9:52 AM
To: Matthew Rydberg
Cc: Elizabeth Hanson
Subject: RE: [EXTERNAL]SW Christian Expansion

Hi Matthew:

Thanks for your input. The current proposal does not look to make any change to the existing cul-se-sac. We will include your comments in the Planning Commission and City Council packet (this will go to Council on Feb. 28), so they are aware of your points.

Thanks,

Nate Kabat, AICP
Community Development Director
City of Chaska

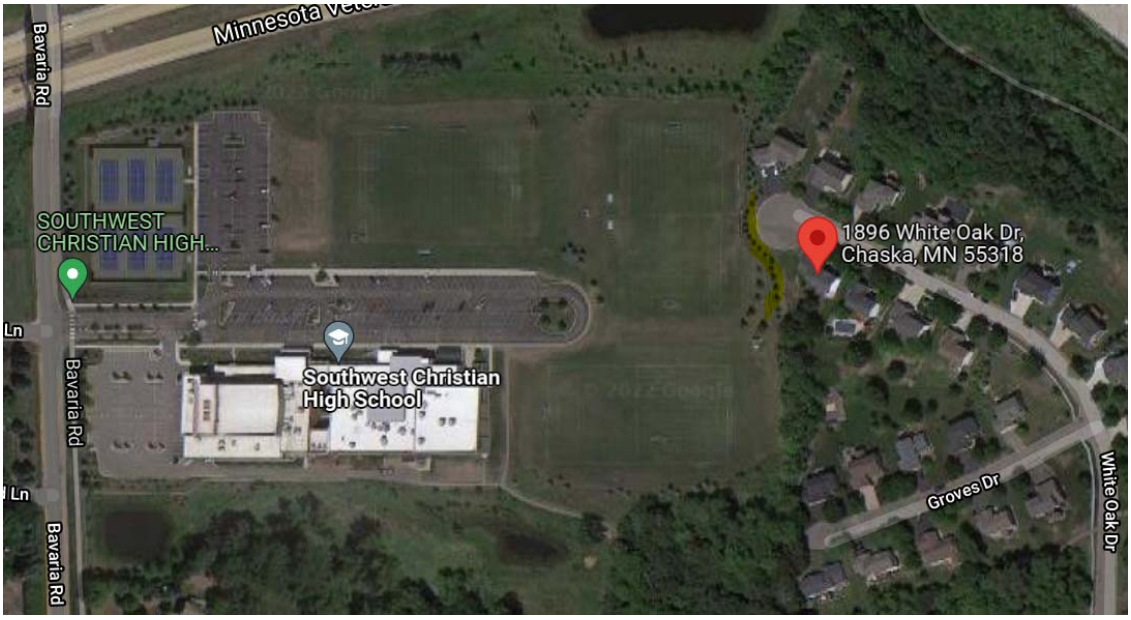
Desk: 952.227.7529 | Main: 952.448.9200 | www.chaskamn.com
One City Hall Plaza, Chaska, MN 55318

From: Matthew Rydberg <matthew.rydberg@gmail.com>
Sent: Wednesday, February 2, 2022 1:04 PM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: [EXTERNAL]SW Christian Expansion

Hi Nate -
I see the meeting is planned for Feb. 9 and unfortunately I'm already double booked that evening. I only have questions/ concerns about their plans if it involves changing our cul de sac to becoming a 'through' road.

I am directly adjacent to them and one of the large reasons we recently purchased this home was because of the dead end safety it affords my kids. Anything else they do on their property I really don't care about but changing the traffic flow I would have significant concern about both property value diminishing and safety of my street changing.

Thanks in advance for any insight you have about this plan.



--
Sincerely,

1896 White Oak Drive.
Chaska, MN 55318

Matthew Rydberg
(952) 529-5315

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BGWARCHITECTS
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January 26th, 2022

Elizabeth Hanson
City Planner
City of Chaska
One City Hall Plaza
Chaska, MN 55318

Re: Southwest Christian High School Gym Addition **PROJECT NARRATIVE**

Project Overview & Background

Southwest Cristian High School seeks approval for a building addition to accommodate an Athletic Fieldhouse on their 29.9 acre property, located at 1981 Bavaria Rd in Chaska. The original CUP was approved in 2011 which included provisions for a 11,234 sf (footprint) gymnasium addition as a future phase. Programming needs of the athletic program over ten years later have grown and a building footprint of 35,957 sf will be required.

The existing campus was developed over two primary building phases. The first phase was approved by Chaska in June 2011 and fully constructed in 2012. The first phase of construction consisted of 22 classrooms with 335 students, a gymnasium, kitchen/cafeteria, and administrative offices. A total of 242 parking stalls were constructed in the first phase with an additional 110 stalls added to the North parking lot between the first and second building phases. The second phase of construction was approved by Chaska in April of 2017 and fully constructed in 2019. The second phase of construction consisted primarily of a 643 seat performing arts theater and also contained 10 additional classrooms. The overall number of students was also increased to 500. An additional 87 parking stalls were approved and constructed in the second phase of construction. The total gross floor area of buildings on the campus is 124,450 sf.

The proposed project will not add any additional classroom space and will not increase the previously approved 500 student capacity of the school.

Project Goals

Two of SWCHS' core values are Excellence and Community. This expansion project will allow our school to greatly improve the excellence of our sports facilities and the training we can offer our student athletes. At the same time, the new spaces we have designed will be instrumental in building community amongst our teams, our student body, our parent community, and even the outside community at large.

This fall, we enrolled 460 students and with more students comes more facility needs. In 2019, we completed a large expansion to equip our school with the classrooms and technology labs to accommodate our growing student body. That project also included a performance auditorium and lobby to enhance our fine arts programs and provide space to build community during the school day.

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2909 Washington Blvd.
Ogden, UT84401

Main Office—800.552.7137
Sales—801.409.1047

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@buildinggodsway

Our next need is for more space for our athletic program. Over 75% of our student body participates in one or more sports, and, among other improvements, it is time to add more locker rooms, a much larger weight room, and more practice courts. The approximately 50,000 sq ft expansion of our athletic facilities will benefit our PE classes and our indoor sports teams. It will also meet the needs of our outdoor sports programs who desperately need indoor space to train due to Minnesota weather. In addition, the new gymnasium will allow us to host tournaments on the weekends providing Chaska additional athletic space that is so badly needed in the Southwest metro area.

Community Benefit

SWCHS has been blessed to be in the city of Chaska since the fall of 2000. Our move to our current campus on Bavaria Road in August of 2012 allowed us to grow our enrollment and expand our impact on the surrounding community. We believe the presence of a flourishing private high school in Chaska offers Chaska and the surrounding communities a great option in addition to the strong local school district. Having a variety of great schools in the community helps achieve Chaska's goal of being The Best Small Town in Minnesota. Over the past 10 years, many SWCHS families and staff members have bought homes in Chaska to be closer to school. They are putting down roots and benefiting the community by increasing the tax base and through civic engagement. The staff, students, and families who attend SWCHS but do not live in Chaska are frequent customers at Chaska restaurants and businesses. Importantly, twice a year, our entire student body takes a full day off from classes to serve in the community with a focus on serving in Chaska as much as we can. We are grateful for the ways the city staff have partnered with us to provide opportunities for our students to serve on those days.

The expansion of our athletic facilities will strengthen our school's programming and make our school even more attractive for families both in and outside of the Chaska area. In addition, the new fieldhouse and courts will offer many of Chaska's youth sports associations another great option for their practices and tournaments.

Currently, our tennis courts and soccer fields are frequently used by our neighbors and members of the Chaska community during non-school hours. Year-round, we have neighbors enjoying our trails and sidewalks, and when the weather is nice out after school hours, using our tennis courts, having informal soccer and baseball games on our fields, and letting their dogs play. We love seeing how well-used our facilities are by our neighbors, especially in the summer. Additionally, our current auditorium with its 750 seats and state-of-the-art sound and technology offers the western suburbs a much-needed indoor performance and meeting space. We currently host theater and music productions open to the public, along with hosting funerals, dance and pageant competitions, music groups, and other events. Importantly, every Wednesday night and Sunday morning, a local church gathers in our facility, bringing people to Chaska who also visit local businesses.

Just as we have welcomed groups into our current facilities, we will do the same in our new spaces.

Site Forces Integrated Into Design

Design Massing and Materials. The site is bordered to the South and East by residential lots. To the south we have a significantly wooded break between the adjoining properties and the proposed new development. This is also the closest residential separation. To the east, we have a small planned tree break between the project site and the the residential properties. The original concept plan approval was to have the new gym oriented to the South, this has been revised to place the building expansion to the East, where we can let the topography and the large yard offset shield the building from view. We have prepared contextual Image A attached to this email, which shows the scope of the new building from the East cul de sac on White Oak Drive. The design has strived to maintain the materials and massing consistent with the 2011 CUP and 2017 plan amendments approvals. As mentioned above, the tree line to the south really limits a view line from the South, but we have provided a contextual exhibit showing the relative extent of the building from a Southern vantage point. See Image B at the end of this narrative.

The Athletic Fieldhouse design will be consistent with the approved materials of the first two phases of construction. These materials are listed on the Building Elevations, consisting of precast concrete walls with both smooth and raised aggregate finishes, stucco finishes on framed walls, storefront glazing/entry systems, red brick accents and exposed structural steel trim elements. The building expansion occurs to the back of the site, with the first two phases of construction anchoring the massing as seen from the primary sight line from Bavaria Road. The massing is consistent with the previously approved buildings. The new fieldhouse entrance is situated at the intersection adjacent to the existing gymnasium and has an elevated single slope roof with tall curtainwall and clerestory glazing. This fieldhouse entrance will provide the primary entrance for athletic events only. The existing entrances developed in the first two phases of construction will continue to handle the day to day building entrances. The overall building height matches the height of the existing gymnasium building (28'-0" on North side and 43'-0" on the South side due to site grade differential), which is less than the approved height of the Performing Arts building.

Parking. In 2011, we met with our future neighbors during the original site plan/concept approval process and promised that our students and community would not park cars in their neighborhoods. Even with significant enrollment growth over the past 10 years, we have kept this promise. As we look to expand our athletic facilities, we are fully committed to keeping this same promise to our neighbors. The athletic expansion project is primarily being built to meet the needs of our existing programs and athletic events, and it includes additional parking spaces to help us manage parking for our highest-attended events. In fact, the expansion provides parking relief. Not only will we continue to be strategic in how we schedule events on campus, including not stacking events beyond our parking capacity, we will create extra parking with this additional expansion. We are quickly nearing our maximum enrollment which was already approved by the City of Chaska, and this expansion will meet the athletic needs of our current community. It will not drive enrollment beyond those agreed-to levels.

The current site consists of 353 parking stalls, as approved in the first two phases of development. We are proposing the following two elements which will affect parking count. First, we will have 300 bleacher seats in the new Athletic Fieldhouse. Second, we will add 300 bleacher seats to the existing gymnasium. This overall 600 seat addition will require an additional 172 parking stalls based on Chaska parking standard of 1 ps/3.5 seats. The project proposes 185 parking stalls as outlined in the site plan attached to this submittal.

Traffic. This expansion is not anticipated to negatively affect traffic patterns around the school; in fact, we foresee it will alleviate some of our traffic congestion, particularly after school. The new courts, locker rooms, and large weight room will enable almost all of our athletes to practice between 3:00 p.m. and 6:00 p.m., allowing students to leave campus at more staggered times than our current peak time of 2:50 p.m. to 3:30 p.m. We expect an increase in athletic events during off hours, mostly weekends, but that traffic flow will not compete with the peak morning and late afternoon traffic flow on Bavaria Rd. and surrounding roads. Finally, we will not have a notable increase of traffic overall on our campus due to this expansion since the current SWCHS athletic programs using these facilities are already near the maximum number of students. The total number of SWCHS athletes coming and leaving our campus for games and practices will remain almost unchanged with the expansion.

Additionally, please reference the traffic memo prepared by Westwood Engineers which was submitted in the 2017 plan amendment. This traffic memo updated previously prepared traffic study which determined that the school and theater expansion would not overload Bavaria Road, or require additional turning lanes. Southwest Christian will not have athletic events and performing arts events running simultaneously on campus.

Site Drainage and Stormwater Control. Please reference Site Forces exhibit and Westwood Stormwater Management Plan for detailed approach of stormwater management, which has already had some preliminary input from Carver County and is currently under review by the County. The entire proposed footprint of the new building was accounted for in the sizing of the current onsite ponds. Only the proposed 187 stall parking to the East is being handled via a new stormwater detention basin.



Exhibit A - View from East



Exhibit B - View from South

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Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

HIGHWAY NO 212

WESTWOOD LANE

BAVARIA ROAD

WHITE OAK DRIVE

LOT 1

BLOCK 1

OUTLOT A

EXISTING BUILDING

FFE=908.90
LFE=893.90

DRAINAGE & UTILITY EASEMENT PER THE PLAT OF SOUTHWEST CHRISTIAN HIGH SCHOOL DEVELOPMENT

WATERMAIN AS SCALED PER PLANS

APPROX LOCATION OF STORM PER MAPPING

APPROX LOCATION OF WATER PER MAPPING

APPROX LOCATION OF GAS FROM CENTERPOINT ENERGY MAPPING

APPROX LOCATION OF FIBER OPTIC FROM GOPHER STATE ONE CALL MAPPING

APPROX LOCATION OF OVERHEAD POWER PER MAPPING

EXIST. 8" W.M.

CONNECT TO EXISTING 8" WATERMAIN W/ 8"X4" WET TAP W/ 4" G.V.

APPROX LOCATION OF STORM PER MAPPING

92 LF - 8" PVC @ 1.09%

CANOPY R.D. INV=905.0

ROOF DRAINS TO GROUND & SPLASH BLOCK

8" PVC ROOF DRAIN OUTLET PIPE (TYP.)

TRENCH DRAIN 105 RIM=908.70 INV (W)=907.65 INV (E)=907.91

4" DRAIN TILE TO DRAIN TO STORM PIPE

TRENCH DRAIN RIM=893.56

76' - 12" PVC SCHED. 40 @ 1.32%

10" PVC SCHEDULE 40 PIPE. CONNECT TO EX. PIPES FROM BLDG. CONFIRM ELEVATIONS. SEE PLUMBING PLAN.

EXISTING 6" SANITARY STUB @ 4.00% = 884.0 CONTRACTOR TO VERIFY

8" PVC ROOF DRAIN OUTLET PIPE (TYP.)

50' - 12" STM. SWR @ 1.00% CONNECT TO EX. STMH

6" W.M. STUB

86' - 15" PVC STM SWR @ 0.44%

8" PVC ROOF DRAIN OUTLET PIPE (TYP.)

CBMH 304 RIM=907.40 INV (N,E)=904.00 INV (W)=903.70

CBMH 303 RIM=911.25 INV (S,E)=902.28 INV (N)=902.18

CBMH 302 RIM=903.40 INV (N/W)=901.23 INV (W)=900.13

89' - 18" STM SWR @ 0.56%

55' - 15" STM SWR @ 0.86%

CBMH 201A RIM=907.80 INV (E)=901.40

CB 202 RIM=906.50 INV (E)=903.00

INV (S)=902.90

15" STM @ 3.07%

EXIST. FH STORM SEWER

ANY DRIVEWAY NOT GO HERE CB TO BE SET SO THAT THE INVERT GOES SOUTH AS ASSUMED

STMH 301 RIM=911.45 INV (S)=901.35 IN (S/E)24"

RIM ELEV=912.27 INV ELEV=901.42 (N/S)

RIM ELEV=911.45 INV ELEV=901.35 IN(S/E)24"

RIM ELEV=922.07 (INV FULL)

RIM ELEV=922.02 INV ELEV=919.22 (W/12")

RIM ELEV=931.08 INV ELEV=917.68 (S/W)

RIM ELEV=931.17 INV ELEV=918.17 (S/E)

RIM ELEV=892.85 (FULL OF ICE - UNABLE TO FIX)

RIM ELEV=892.94 INV ELEV=882.74

RIM ELEV=892.85 INV ELEV=887.85 (E/W) 15" CONCRETE

CBMH RIM=893.30 INV ELEV=882.39 (N/S/W) INV ELEV=882.88 (N/S/E)

STMH RIM=895.50 INV (N)=889.00 INV (W)=888.70

CB RIM=895.85 INV (S)=890.00

R.E. = 907.67 (E.(W) = 895.87 I.E. (E) = 895.77

R.E. = 905.71 I.E. (NW) = 891.61 I.E. (N) = 900.0 I.E. (S) = 899.91

R.E. = 908.34 I.E.(NW) = 897.54 I.E.(SE) = 898.54

R.E. = 899.90 I.E.(N) = 890.60 I.E (E) = 894.40 I.E. (S) = 890.50

R.E. = 899.38 I.E.(W) = 895.08

R.E. = 907.17 I.E.(SE) = 903.27

R.E. = 899.70 I.E.(NW) = 895.20 I.E. (SE) = 894.95

R.E. = 904.36 I.E. (E) = 895.06 I.E. (SW) = 894.86

R.E. = 904.54 I.E.(W) = 900.64

R.E. = 906.20 I.E.(NE) = 897.60 I.E. (S) = 881.30 I.E. (SW) = 883.30

R.E. = 892.49 I.E.(NW) = 884.09 I.E.(SW) = 880.39

R.E. = 892.75 I.E.(W) = 887.00 I.E.(E) = 886.70

I.E. = 879.96

I.E. = 880.10

12" RCP

24" RCP

1" = 50'

0' 50' 100' 150'

NOT FOR CONSTRUCTION

DESIGNED: DMP
CHECKED: DMP
DRAWN: TDM
HORIZONTAL SCALE: 50'
VERTICAL SCALE:

INITIAL ISSUE: 01/04/22
REVISIONS:
1 .
2 .
3 .
4 .
5 .
6 .

PREPARED FOR:
SOUTHWEST CHRISTIAN HIGH SCHOOL
1981 BAVARIA ROAD
CHASKA, MINNESOTA 55318

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

TYLER D. MAXSON, P.E.

DATE 01/04/22 LICENSE NO. .

SOUTHWEST CHRISTIAN HIGH SCHOOL FIELDHOUSE
CHASKA, MN

Westwood
Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
westwoodps.com
Westwood Professional Services, Inc.

EXISTING CONDITIONS PLAN

SHEET NUMBER:
C1.0

DATE: 01/04/22

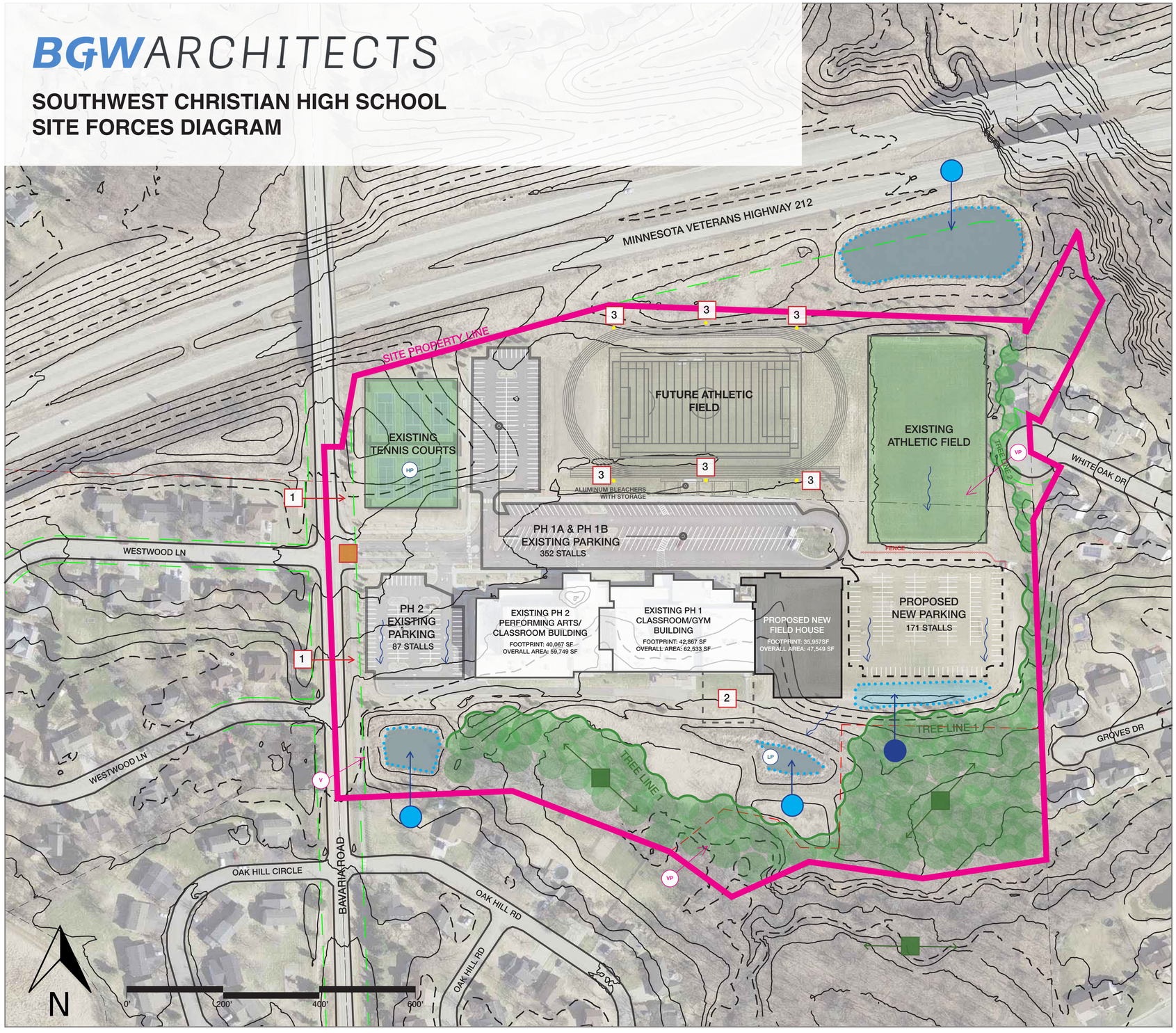
PROJECT NUMBER: 0033661.00

SOUTHWEST CHRISTIAN HIGH SCHOOL FIELDHOUSE

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BGW ARCHITECTS

SOUTHWEST CHRISTIAN HIGH SCHOOL
SITE FORCES DIAGRAM



LEGEND

- SITE ACCESS POINT
- 1 — TRAFFIC PATTERNS ALONG BAVARIA ROAD. REFERENCE REVISED TRAFFIC FINDINGS MEMO DATED 4/6/2017 BY WESTWOOD ENGINEERING.
- DRAINAGE PATTERN
- EXISTING STORMWATER POND
- PROPOSED STORMWATER FILTRATION BASIN
- LP / HP — SITE HIGH/LOW POINT ELEVATIONS
- 2 — 2011 CHASKA APPROVED GYM EXPANSION (11,234 SF)
- DENSELY WOODED / SLIGHT SLOPES
- V — VIEW LINE
- VP — PARTIALLY OBSTRUCTED (TREELINE) VIEWLINE
- 3 — ATHLETIC FIELD LIGHTING AS APPROVED IN 2011 CHASKA CONDITIONAL USE PERMIT.

5 | SITE FORCES DIAGRAM 1/26/22
NEW FIELDHOUSE

SW | BGW ARCHITECTS



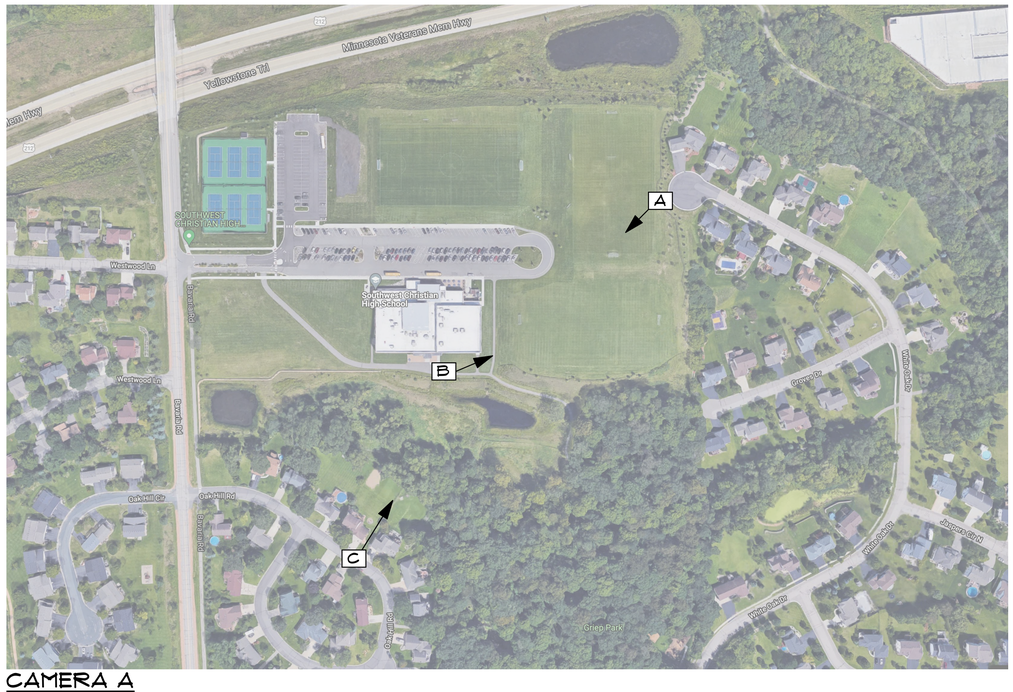
CAMERA A



CAMERA B



CAMERA C



CAMERA A

5 | EXTERIOR OVERLAYS 1/26/22

NEW FIELDHOUSE

BGW ARCHITECTS

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PRELIMINARY SITE IMPROVEMENT PLANS

FOR

SOUTHWEST CHRISTIAN HIGH SCHOOL - FIELDHOUSE ADDITION

CHASKA, MN



Vicinity Map
(NOT TO SCALE)

PREPARED FOR:

SOUTHWEST CHRISTIAN HIGH SCHOOL

1981 BAVARIA ROAD
CHASKA, MINNESOTA 55318
CONTACT: MARK ANDERSON
PHONE: (952) 556-0040
EMAIL: M_ANDERSON@SWCHS.ORG

PREPARED BY:

Westwood

Phone (952) 937-5150
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Toll Free (888) 937-5150
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
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Westwood Professional Services, Inc.

PROJECT NUMBER: 0033661.00
CONTACT: TYLER D. MAXSON, P.E.

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER
C1.0	EXISTING CONDITIONS PLAN
C3.0	CIVIL SITE PLAN
C3.1	OVERLAY PLAN
C4.0	GRADING PLAN
C4.1	EROSION CONTROL PLAN
C5.0	UTILITY PLAN
C5.1	STORMWATER DETAILS
L1.0	LANDSCAPE PLAN
L1.1	LANDSCAPE DETAILS

NO.	DATE	REVISION	SHEETS
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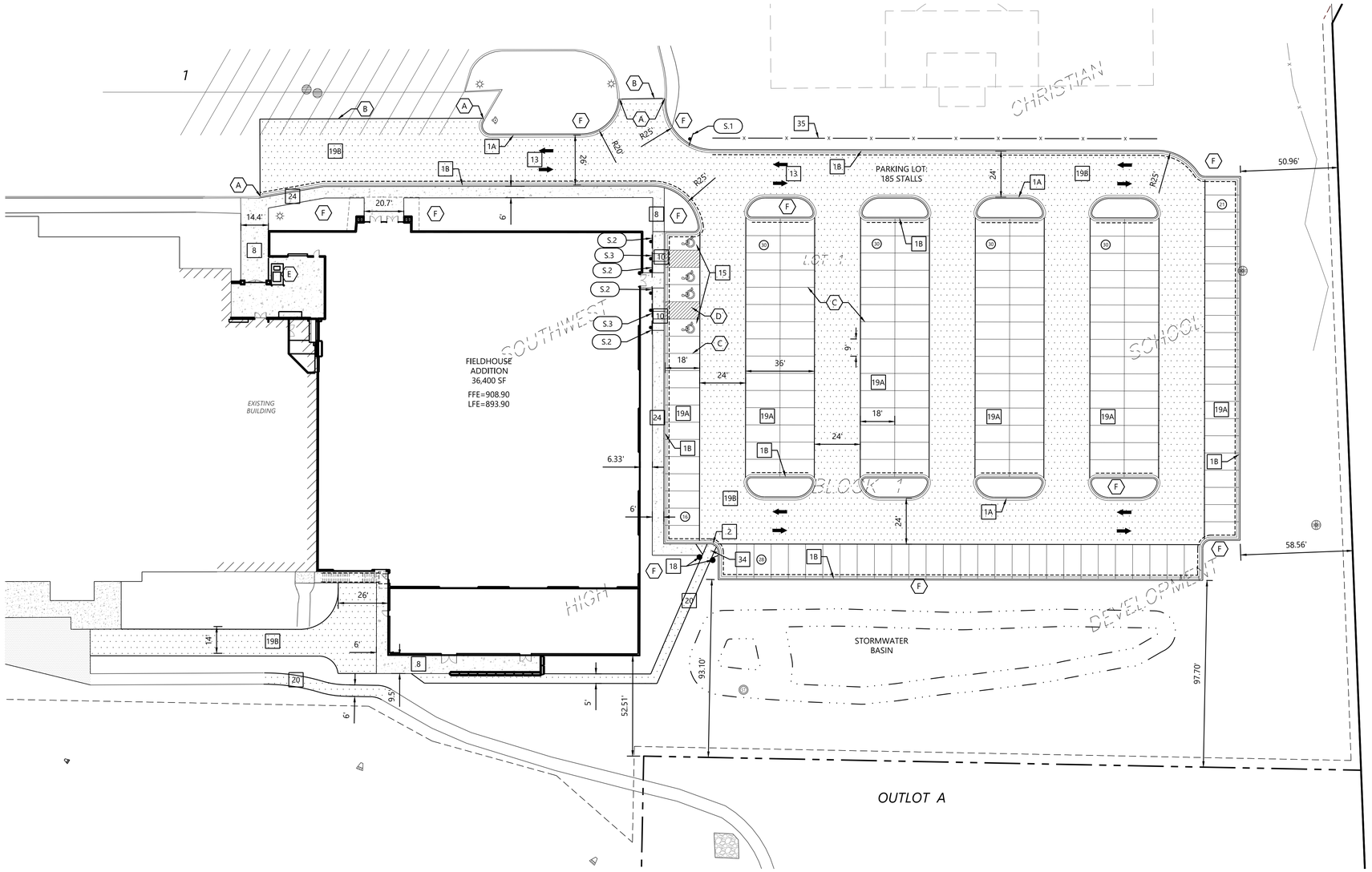
PRELIMINARY SITE IMPROVEMENT PLANS
FOR
SOUTHWEST CHRISTIAN HIGH SCHOOL - FIELDHOUSE ADDITION
CHASKA, MN
INITIAL SUBMITTAL DATE: 01/04/22 SHEET: C0.0 OF 9

SOUTHWEST CHRISTIAN HIGH SCHOOL FIELDHOUSE

PROJECT NUMBER: 0033661.00

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SITE LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL
x	x	FENCE
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		STANDARD DUTY BITUMINOUS PAVEMENT
		HEAVY DUTY BITUMINOUS PAVEMENT
		NUMBER OF PARKING STALLS
	T	TRANSFORMER
		SITE LIGHTING
		TRAFFIC SIGN
		POWER POLE
		BOLLARD / POST

1 SITE DETAILS (SI-0XX)

1A	B612 CURB AND GUTTER
1B	B612 TIPOUT CURB AND GUTTER
2	MOUNTABLE CURB AND GUTTER
5	INTEGRAL CURB AND WALK
8	PRIVATE CONCRETE SIDEWALK
10	PRIVATE PARALLEL PEDESTRIAN CURB RAMP
13	TRAFFIC ARROW
14	SIGN INSTALLATION
15	HANDICAP ACCESSIBLE SIGNAGE AND STRIPING
18	BOLLARD W/ REMOVABLE CHAIN
19A	STANDARD DUTY PAVEMENT SECTION
19B	HEAVY DUTY PAVEMENT SECTION
20	BITUMINOUS TRAIL
24	CONCRETE CURB AT SIDEWALK
34	PEDESTRIAN CURB RAMP FOR BITUMINOUS TRAILS
35	ORNAMENTAL FENCE (SEE ARCH.)

A SITE KEYNOTES

A	MATCH EX. CURB AND GUTTER
B	MATCH EX. BITUMINOUS PAVEMENT WITH SAWCUT
C	4" SOLID WHITE PAVEMENT MARKING (TYP.)
D	4" WHITE DIAGONAL PARKING STRIPE (TYP.)
E	TRANSFORMER PAD
F	LANDSCAPE AREA
G	LIGHT POLE

S.10 SIGN LEGEND

REFERENCE		SIZE	MnDOT DESIGNATION
S.1	STOP SIGN	30" X 30"	R1-1
S.2	HANDICAP ACCESSIBLE	12" X 18"	R7-8M
S.3	NO PARKING	12" X 12"	R8-38

GENERAL SITE NOTES

1. BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, MINNETONKA, MN, 8/24/21.
2. LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
3. REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
4. ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
5. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
6. ALL CURB RADII ARE SHALL BE 3.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
7. ALL CURB AND GUTTER SHALL BE ***B612*** UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
9. BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
10. CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
11. SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.

SITE DEVELOPMENT SUMMARY

• EXISTING ZONING:	R1A
• PROPOSED ZONING:	R1A
• PARCEL DESCRIPTION:	LOT 1, BLOCK 1 SOUTHWEST CHRISTIAN HIGH SCHOOL DEVELOPMENT
• DISTURBED AREA:	3.45 AC
• PERVIOUS SURFACE:	32,354 SF (21.6%)
• IMPERVIOUS SURFACE(RATIO):	117,708 SF (78.4%)
• BUILDING FOOTPRINT:	36,400 SF
• PARKING SPACE/DRIVE AISLE:	9' WIDE X 18' LONG, 24' AISLE
• EXISTING PARKING:	440 STALLS
• PROPOSED ADDITIONAL PARKING:	185 STALLS

1" = 30'
0' 30' 60' 90'

NOT FOR CONSTRUCTION

DESIGNED: DMP
CHECKED: DMP
DRAWN: TDM
HORIZONTAL SCALE: 30'
VERTICAL SCALE:

INITIAL ISSUE: 01/04/22
REVISIONS:

PREPARED FOR:
SOUTHWEST CHRISTIAN HIGH SCHOOL
1981 BAVARIA ROAD
CHASKA, MINNESOTA 55318

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

TYLER D. MAXSON, P.E.
DATE 01/04/22 LICENSE NO. ____

SOUTHWEST CHRISTIAN HIGH SCHOOL FIELDHOUSE
CHASKA, MN

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12701 Whitewater Drive, Suite #200
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westwoodps.com
Westwood Professional Services, Inc.

CIVIL SITE PLAN

SHEET NUMBER: C3.0
DATE: 01/04/22
PROJECT NUMBER: 0033661.00

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1" = 50'
0' 50' 100' 150'

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HORIZONTAL SCALE: 50'
VERTICAL SCALE:

INITIAL ISSUE: 01/04/22
REVISIONS:
1 .
2 .
3 .
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6 .

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OVERLAY PLAN

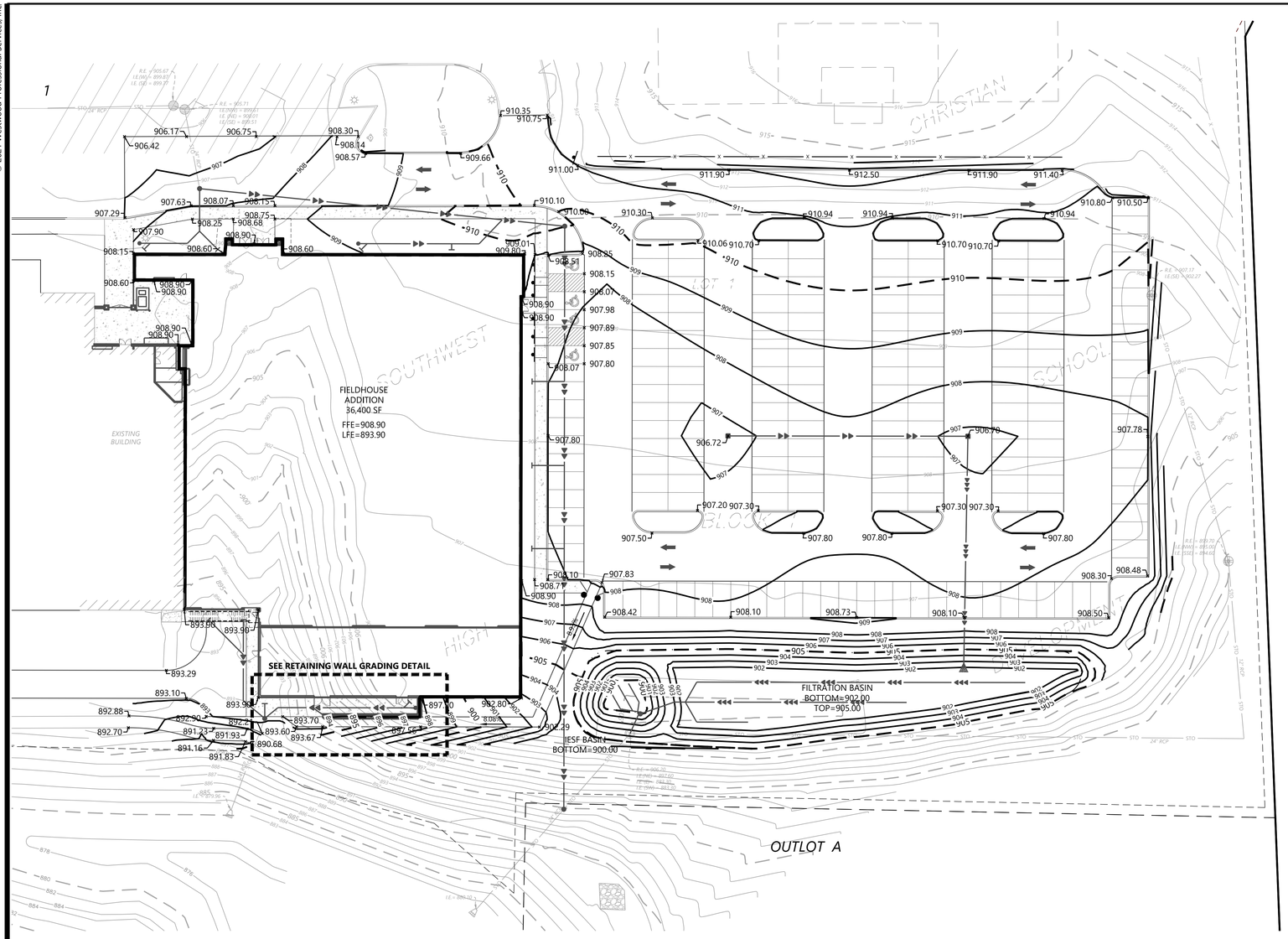
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DATE: 01/04/22

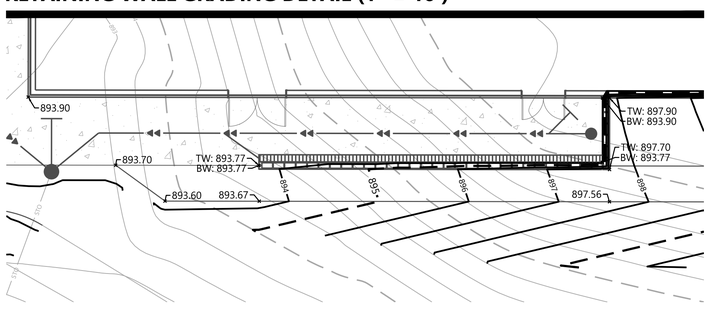
PROJECT NUMBER: 0033661.00

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RETAINING WALL GRADING DETAIL (1" = 10')



GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
STO	STO	STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
WAT	WAT	WATER MAIN
SAN	SAN	SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		RIDGE LINE
	GL	GRADING LIMITS
× 900.00	× 900.00	SPOT ELEVATION
	0.00%	FLOW DIRECTION
	TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
	E.O.F.	EMERGENCY OVERFLOW
SB-19	SB-19	SOIL BORING LOCATION

GRADING NOTES

1. LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
2. CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOWNSPOUTS.
3. ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
4. ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE SIX INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
6. ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
7. CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
8. **SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.**
9. SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
10. CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
11. CONTRACTOR SHALL PROVIDE A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
12. ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
13. PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL, AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH FULLY-LOADED TANDEM-AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-COMPACTED AS SPECIFIED HEREIN.
14. EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
15. EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.
16. ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.



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INITIAL ISSUE: 01/04/22
REVISIONS:

PREPARED FOR:
SOUTHWEST CHRISTIAN HIGH SCHOOL
1981 BAVARIA ROAD
CHASKA, MINNESOTA 55318

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TYLER D. MAXSON, P.E.
DATE: 01/04/22 LICENSE NO. ____

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GRADING PLAN

SHEET NUMBER:
C4.0

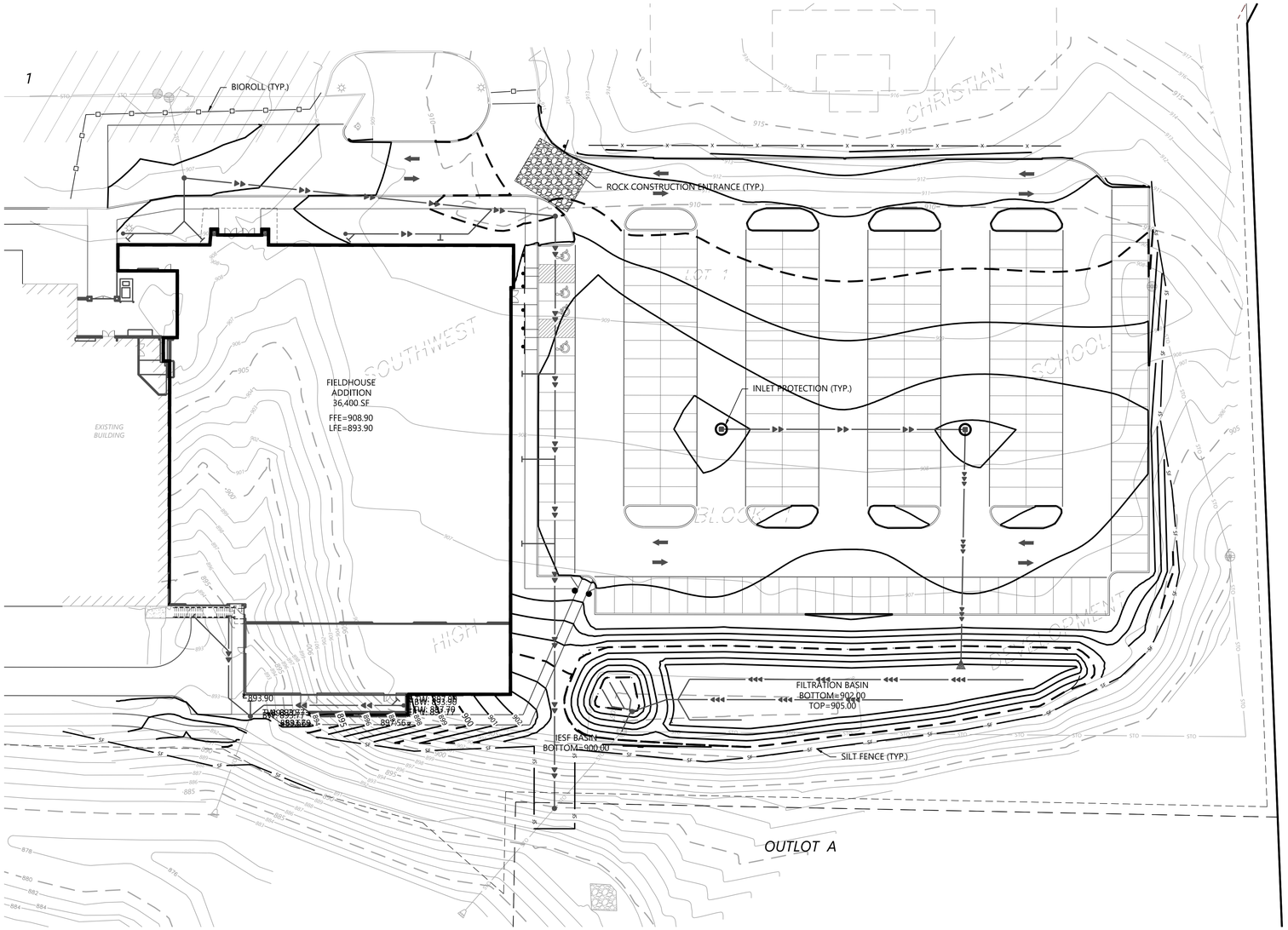
DATE: 01/04/22

PROJECT NUMBER: 0033661.00

SOUTHWEST CHRISTIAN HIGH SCHOOL FIELDHOUSE

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GENERAL EROSION CONTROL NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAYBALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
3. EROSION AND SILTATION CONTROL (ESC); THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL USE WHATEVER MEANS NECESSARY TO CONTROL THE EROSION AND SILTATION INCLUDING BUT NOT LIMITED TO: CATCH BASIN INSERTS, CONSTRUCTION ENTRANCES, EROSION CONTROL BLANKET, AND SILT FENCE. ESC SHALL COMMENCE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER MAY DIRECT THE CONTRACTOR'S METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS. ANY DEPOSITION OF SILT OR MUD ON NEW OR EXISTING PAVEMENT OR IN EXISTING STORM SEWERS OR SWALES SHALL BE REMOVED AFTER EACH RAIN EVENT. AFFECTED AREAS SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER, ALL AT THE EXPENSE OF THE CONTRACTOR. ALL TEMPORARY EROSION CONTROL SHALL BE REMOVED BY THE CONTRACTOR AFTER THE TURF IS ESTABLISHED.
4. ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A CONSTRUCTION ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
5. PROPOSED PONDS SHALL BE EXCAVATED FIRST AND USED AS TEMPORARY PONDING DURING CONSTRUCTION.
6. WHEN INSTALLING END-OF-LINE FLARED END SECTIONS, BRING THE SILT FENCE UP & OVER THE FLARED END SECTIONS & COVER DISTURBED AREAS WITH RIP RAP. THE UPSTREAM FLARED END SECTIONS SHALL HAVE WOOD FIBER BLANKET INSTALLED ON THE DISTURBED SOILS.
7. ALL UNPAVED AREAS ALTERED DUE TO CONSTRUCTION ACTIVITIES MUST BE RESTORED WITH SEED AND MULCH, SOD, EROSION CONTROL BLANKET OR BE HARD SURFACE WITHIN 2 WEEKS OF COMPLETION OF CONSTRUCTION.
8. THE SITE MUST BE STABILIZED PER THE REQUIREMENTS OF THE MPCA, NPDES, MNDOT, AND CITY.
   - A. TEMPORARY (GREATER THAN 1-YEAR) SEED SHALL BE MNDOT SEED MIX 22-111 AT 30.5-POUNDS PER ACRE.
   - B. TEMPORARY (LESS THAN 1-YEAR) SEED SHALL BE MNDOT SEED MIX 21-112 (FALL) OR 21-111 (SPRING/SUMMER) AT 100-POUNDS PER ACRE
   - C. INFILTRATION/FILTRATION BASIN SHALL BE MNDOT SEED MIX 34-262 AT 14.5-POUNDS PER ACRE.
   - D. POND SLOPES SHALL BE MNDOT SEED MIX 33-261 AT 35-POUNDS PER ACRE.
   - E. GENERAL SEEDING SHALL BE MNDOT SEED MIX 25-151 AT 70-POUNDS PER ACRE.
   - F. MULCH SHALL BE MNDOT TYPE 1 APPLIED AT 2-TONS PER ACRE.
9. FOR AREAS WITH SLOPE OF 3:1 OR GREATER, RESTORATION WITH SOD OR EROSION CONTROL BLANKET IS REQUIRED.
10. ALL TEMPORARY STOCKPILES MUST HAVE SILT FENCE INSTALLED AROUND THEM TO TRAP SEDIMENT.
11. ALL PERMANENT PONDS USED AS TEMPORARY SEDIMENT BASINS DURING CONSTRUCTION SHALL BE DREDGED AFTER THE SITE HAS BEEN STABILIZED TO RESTORE THE POND TO THE PROPOSED BOTTOM ELEVATION.
12. ALL CONSTRUCTION SHALL CONFORM TO LOCAL AND STATE RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
13. THE SITE MUST BE KEPT IN A WELL-DRAINED CONDITION AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY DITCHES, PIPING OR OTHER MEANS REQUIRED TO INSURE PROPER DRAINAGE DURING CONSTRUCTION. LOW POINTS IN ROADWAYS OR BUILDING PADS MUST BE PROVIDED WITH A POSITIVE OUTFLOW.
14. PUBLIC STREETS USED FOR HAULING SHALL BE KEPT FREE OF SOIL AND DEBRIS. STREET SWEEPING SHALL BE CONCURRENT WITH SITE WORK.

CCWMO TOPSOIL NOTES

1. ALL DISTURBED AND NON-PAVED AREAS SHALL RECEIVE A MINIMUM OF SIX INCHES OF TOPSOIL. THE APPROXIMATE AREA OF LOCATIONS REQUIRING TOPSOIL IS 20,125 SF. THE TOPSOIL QUANTITY REQUIRED FOR THIS PROJECT IS APPROXIMATELY 373 CY.
2. TOPSOIL LOCATIONS ARE PLANTING AND SODDED AREAS AS SHOWN ON THE LANDSCAPE PLAN.
3. TOPSOIL RE-APPLIED MUST MEET THE MATERIALS SPECIFICATIONS OF THE CARVER COUNTY WATER RESOURCE MANAGEMENT ORDINANCE AND BMP GUIDELINES. SEE SECTION 1. ORDINANCE GUIDANCE, F. TOPSOIL MANAGEMENT PLAN GUIDANCE. THE TOPSOIL SPECIFICATIONS INCLUDE SOIL TYPE, ORGANIC MATTER CONTENT, PH, AND COMPACTION. COUNTY APPROVAL OF SOIL SAMPLES AND TESTING ARE REQUIRED PRIOR TO SPREADING OF TOPSOIL. TOPSOIL MAY NEED TO BE AMENDED OR IMPORTED TO MEET THIS STANDARD.

FILTRATION/INFILTRATION BASIN NOTES

1. BASIN EXCAVATION AND PIPE INSTALLATION MAY TAKE PLACE BEFORE CURB INSTALLATION. ALL OTHER BASIN CONSTRUCTION MUST WAIT UNTIL FINAL SITE LANDSCAPING. REMOVE SEDIMENT FROM EXCAVATED BASIN PRIOR TO PLACEMENT OF FILTER MEDIA. PLACE SAND BAGS OR SIMILAR ITEM IN CURB CUTS TO PRE-FILTER STORM WATER UNTIL PLANTS ARE ESTABLISHED IN BASINS. MAINTAIN INLET PROTECTION ON DOWN STREAM INLETS UNTIL BASINS ARE ON-LINE.
2. BASIN EXCAVATION SHALL BE WITH TOOTHED-BUCKETS TO SCARIFY THE BOTTOM.
3. PLACE SILT FENCE AROUND BASINS AS SHOWN IMMEDIATELY AFTER BASIN CONSTRUCTION.
4. BASINS MUST BE TESTED FOR INFILTRATION RATE AFTER TOTAL SITE STABILIZATION. A DUAL RING INFILTROMETER SHALL BE USED FOR TESTING. MINIMUM INFILTRATION RATE IS 1-INCH PER HOUR. IF BASIN DOES NOT MEET INFILTRATION RATE, CONTRACTOR MUST TAKE CORRECTIVE ACTION UNTIL MINIMUM INFILTRATION RATE IS MET. CORRECTIVE ACTION MAY INCLUDE REMOVING PLUG IN DRAIN TILE. ALL TESTING AND CORRECTIVE ACTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE INCIDENTAL TO THE CONTRACT, WITH NO DIRECT COMPENSATION MADE.

EROSION CONTROL LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
	SF	SILT FENCE
		BIOROLL
	RSC	REDUNDANT SILT CONTROL
STO		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
WAT		WATER MAIN
SAN		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
	GL	GRADING LIMITS
		ROCK CONSTRUCTION ENTRANCE
		EROSION CONTROL BLANKET
		TURF REINFORCEMENT MAT
	E.O.F.	EMERGENCY OVERFLOW
SB-19	SB-19	SOIL BORING LOCATION
		INLET PROTECTION

1" = 30'
0' 30' 60' 90'

NOT FOR CONSTRUCTION

DESIGNED: DMP
CHECKED: DMP
DRAWN: TDM
HORIZONTAL SCALE: 30'
VERTICAL SCALE:

INITIAL ISSUE: 01/04/22
REVISIONS:

PREPARED FOR:
SOUTHWEST CHRISTIAN HIGH SCHOOL
1981 BAVARIA ROAD
CHASKA, MINNESOTA 55318

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

TYLER D. MAXSON, P.E.
DATE: 01/04/22 LICENSE NO. _____

SOUTHWEST CHRISTIAN HIGH SCHOOL FIELDHOUSE
CHASKA, MN

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12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
westwoodps.com
Westwood Professional Services, Inc.

EROSION CONTROL PLAN

SHEET NUMBER:
C4.1

DATE: 01/04/22

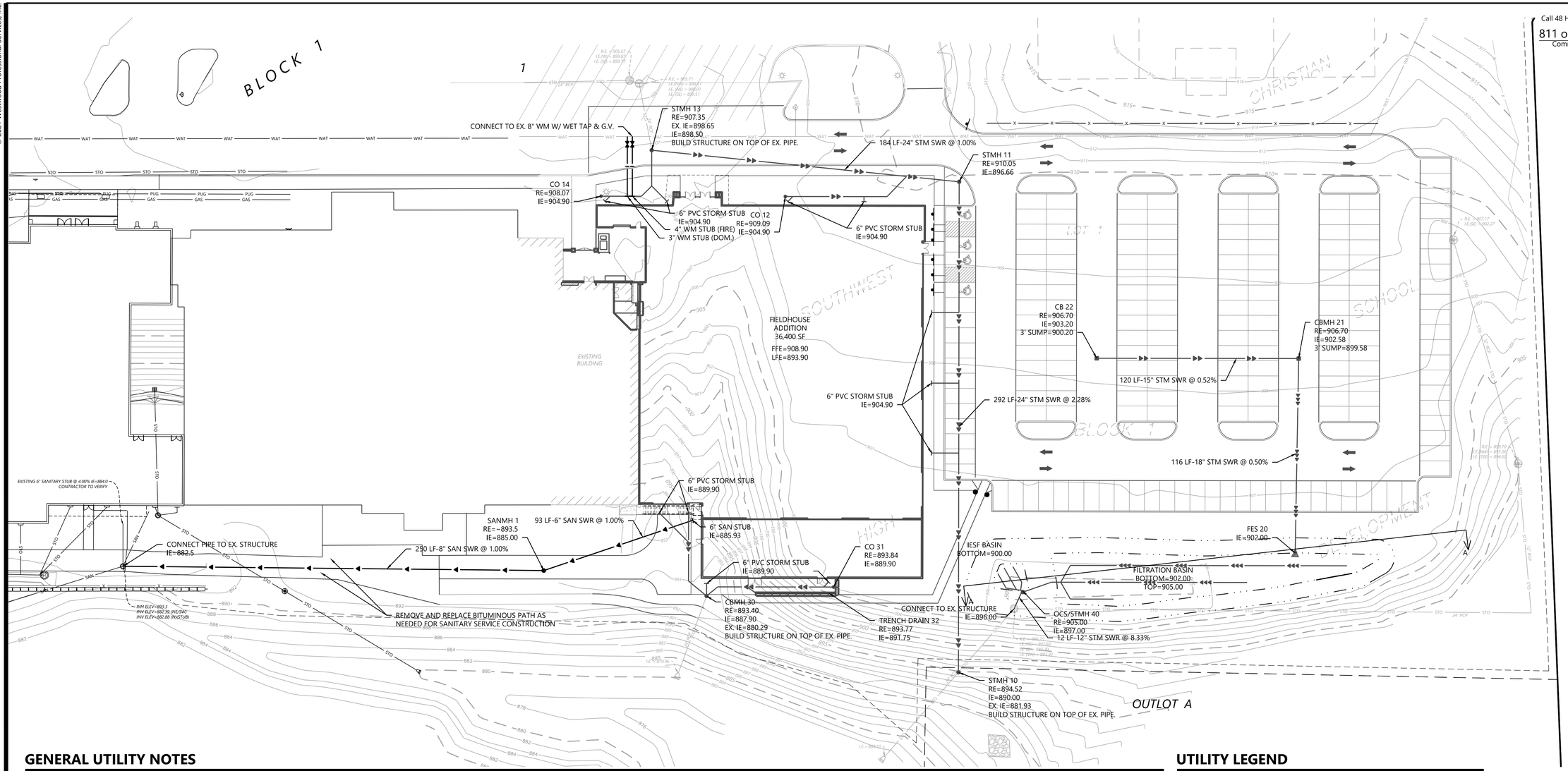
PROJECT NUMBER: 0033661.00

SOUTHWEST CHRISTIAN HIGH SCHOOL FIELDHOUSE

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GENERAL UTILITY NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SANITARY SEWER, STORM SEWER AND WATER MAIN MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE, AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
5. ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. WATER MAIN LENGTHS AS SHOWN ARE APPROXIMATE HORIZONTAL LENGTHS. ALLOW FOR ADDITIONAL PIPE WHEN INSTALLING ON SLOPES OR WHEN DEFLECTIONS ARE REQUIRED. THE JOINT DEFLECTIONS SHALL NOT EXCEED THE MAXIMUM RECOMMENDED BY THE PIPE MANUFACTURER OR BY LOCAL GOVERNING SPECIFICATIONS. FITTINGS REQUIRED TO CONSTRUCT WATER MAIN SHALL BE INCLUDED IN WATER MAIN CONSTRUCTION.
8. PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
9. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH SANITARY SEWER OR STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTION WITHIN 10-FEET OF THE CROSSING. INSULATE CROSSINGS WITH STORM SEWER.
10. UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
11. DUCTILE IRON WATER LINES SHALL BE CLASS 52, PER AWWA C115 OR C151. COPPER WATER LINES SHALL BE TYPE K PER ASTM B88. PVC WATER LINES SHALL BE PER AWWA C900 AND INSTALLED PER AWWA C605 IF ALLOWED BY CITY.
12. ALL WATER LINES SHALL HAVE <<7.5' OR 8'>> MINIMUM COVER. INSULATE WATER MAIN IF LESS THAN 8' OF COVER. INSULATION SHALL BE DOW STYROFOAM HI BRAND 35 OR EQUIVALENT, WITH 4 INCHES OF THICKNESS.
13. SANITARY SEWER PIPE OUTSIDE THE BUILDING ENVELOPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 OR 26. SDR 26 IS REQUIRED FOR DEPTHS GREATER THAN 15 FEET. SANITARY SEWER PIPE WITHIN 5 FEET OF THE BUILDING AND UNDER FOOTINGS SHALL BE SCHEDULE 40 PER ASTM D2665. ALL PLASTIC SANITARY SEWER SHALL BE INSTALLED PER D2321. SOLVENT WELD JOINTS MUST INCLUDE USE OF A PRIMER WHICH IS OF A CONTRASTING COLOR TO THE PIPE AND CEMENT. ALL SANITARY SEWER SHALL BE TESTED ACCORDING TO MINNESOTA PLUMBING CODE, PART 712.0.
14. STORM SEWER PIPE:
    A. RCP AND HDPE PIPE MAY BE INSTALLED WITH APPROVAL OF LOCAL GOVERNING AGENCY.
    B. REINFORCED CONCRETE PIPE SHALL BE CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED, PER ASTM C76 WITH R-4 GASKETS.
    C. HDPE STORM PIPE 4- TO 10-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF AASHTO M252. HDPE STORM PIPE 12- TO 60-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASTM F2306. FITTINGS SHALL BE PER ASTM D3212 AND INSTALLED PER ASTM D2321.
    D. PVC STORM SEWER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PIPE PER ASTM D2665 AND INSTALLED PER ASTM D2321.
    E. CORRUGATED METAL PIPE (CMP) FOR SIZES 18- TO 120-INCH AND MUST MEET ASTM A760 OR ASTM A796 AND BE INSTALLED PER ASTM A798. CMP MAY NOT BE INSTALLED WITHIN 10-FEET OF A WATERMAIN, WATER SERVICE, OR A BUILDING.
    F. ALL STORM SEWER JOINTS AND STRUCTURE CONNECTIONS SHALL BE GASTIGHT OR WATERTIGHT AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 707.3. STORM SEWER LOCATED WITHIN 10-FEET OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE, PART 712.
15. ALL NONCONDUCTIVE PIPE SHALL BE INSTALLED WITH A LOCATE (TRACER) WIRE PER MINNESOTA RULES, PART 7560.0150.
16. POST INDICATOR VALVES SHALL BE CLOW F-5750 (OR EQUIVALENT) MEETING AWWA STANDARD C509 AND CITY STANDARDS. VALVE TO BE MECHANICAL JOINT RESILIENT WEDGE GATE VALVE. POST TO BE ADJUSTABLE FOR 8 FEET WATER MAIN DEPTH. THE ELECTRICAL ALARM SWITCH SHALL BE PART NO. PCVS2 (OR EQUIVALENT).
17. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.
18. ALL MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.
19. ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.

UTILITY LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		CURB AND GUTTER
SAN	SAN	SANITARY SEWER
FM	FM	SANITARY SEWER FORCE MAIN
STO	STO	STORM SEWER
WAT	WAT	WATER MAIN
WAT	WAT	HYDRANT
GAS	GAS	GAS
PUG	PUG	UNDERGROUND ELECTRIC
POH	POH	OVERHEAD ELECTRIC
TUG	TOH	UNDERGROUND TELEPHONE
TOH	TOH	OVERHEAD TELEPHONE
FO	FO	TELEPHONE FIBER OPTIC
CTV	CTV	CABLE TELEVISION
DT		DRAIN TILE
		GATE VALVE
		FLARED END SECTION (WITH RIPRAP)
		LIGHT POLE

1" = 30'
0' 30' 60' 90'

NOT FOR CONSTRUCTION

DESIGNED: DMP
CHECKED: DMP
DRAWN: TDM
HORIZONTAL SCALE: 30'
VERTICAL SCALE:

INITIAL ISSUE: 01/04/22
REVISIONS:
1 .
2 .
3 .
4 .
5 .

PREPARED FOR:
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1981 BAVARIA ROAD
CHASKA, MINNESOTA 55318

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Westwood Professional Services, Inc.

SOUTHWEST CHRISTIAN HIGH SCHOOL FIELDHOUSE
CHASKA, MN

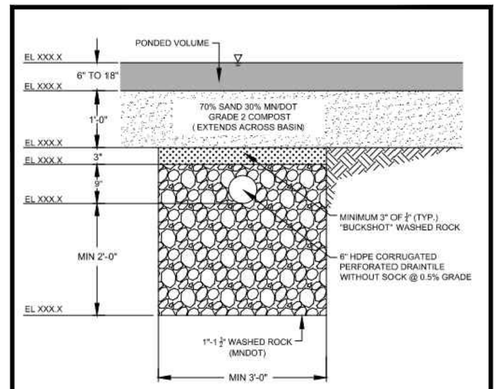
UTILITY PLAN

SHEET NUMBER:
C5.0
DATE: 01/04/22

PROJECT NUMBER: 0033661.00

SOUTHWEST CHRISTIAN HIGH SCHOOL FIELDHOUSE

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CALCULATIONS TO MEET RULES

VOLUME:

1. VOLUME REDUCTION IS CALCULATED AS 40% OF PONDED VOLUME.
2. IF NO VEGETATION IS PROVIDED, THE VOLUME CALCULATION IS LOWERED TO 50% OF ROCK VOLUME BELOW TILE.
3. TILE INVERT MUST BE 3 FT ABOVE DOWNSTREAM NWL, GROUNDWATER, BEDROCK, ETC.

WATER QUALITY:

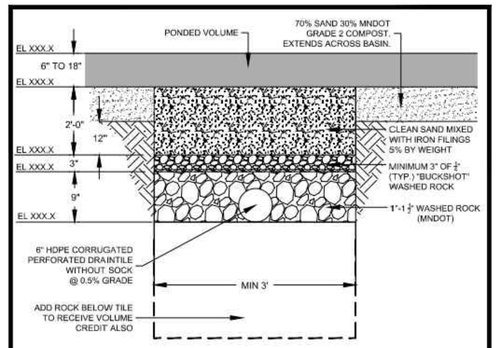
1. FILTRATION IS CALCULATED AS 75% TP REMOVAL AND 90% TSS REMOVAL.

DRAWDOWN:

1. 48 HOUR DRAWDOWN OF BMPS IS REQUIRED. TO DETERMINE LENGTH OF TRENCH NEEDED, USE FILTRATION RATE OF 50 CF OF PONDED VOLUME WILL PASS THROUGH ONE LINEAR FOOT OF 3' WIDE TRENCH, OR 17 CF PER SF OF SURFACE AREA.

CARVER COUNTY	WENCK ASSOCIATES Responsive partner. Exceptional outcomes.	BIORETENTION TRENCH	DEC 2016
			DETAIL 1

M:\1097\GENERAL DETAILS\December 2016 Details\1--BIORETENTION TRENCH.dwg



CALCULATIONS TO MEET RULES

VOLUME:

1. VOLUME REDUCTION IS CALCULATED AS 40% OF PONDED VOLUME.
2. TO RECEIVE VOLUME CREDIT, ADD 2 FEET OF ROCK BELOW TILE PER DETAIL 6.
3. IF NO VEGETATION IS PROVIDED, THE VOLUME CALCULATION IS LOWERED TO 50% OF ROCK VOLUME BELOW TILE.
4. TILE INVERT MUST BE 3 FT ABOVE DOWNSTREAM NWL, GROUNDWATER, BEDROCK, ETC.

WATER QUALITY:

1. IRON ENHANCED FILTRATION IS CALCULATED AS 90% TP REMOVAL AND 90% TSS REMOVAL.

DRAWDOWN:

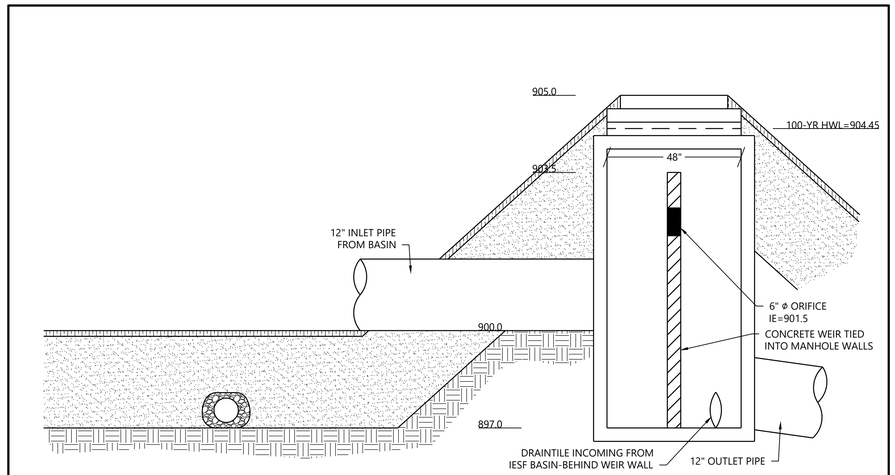
1. 48 HOUR DRAWDOWN OF BMPS IS REQUIRED. TO DETERMINE LENGTH OF TRENCH NEEDED, USE FILTRATION RATE OF 50 CF OF PONDED VOLUME WILL PASS THROUGH ONE LINEAR FOOT OF 3' WIDE TRENCH, OR 17 CF PER SF OF SURFACE AREA. RETROFITS USE MINIMUM OF 150 SF.

IRON FILINGS:

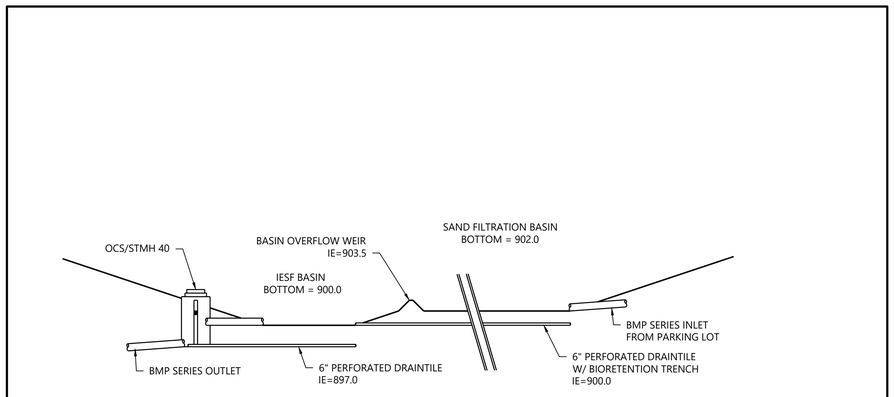
1. AMOUNT OF FILINGS CAN BE DETERMINED BY CALCULATING TOTAL SAND NEEDED TO FILL THE TRENCH, AND MULTIPLYING BY 5%.
2. SAND IRON NEEDS TO BE PRE-MIXED PRIOR TO INSTALLATION. CAN OCCUR OFF SITE.
3. IRON FILINGS MUST BE CLEANED AND WASHED. PROVIDE SUPPLIER INFORMATION TO WMO. NO OIL OR GREASE ALLOWED.

CARVER COUNTY	WENCK ASSOCIATES Responsive partner. Exceptional outcomes.	IRON ENHANCED SAND FILTER	DEC 2016
			DETAIL 2

M:\1097\GENERAL DETAILS\December 2016 Details\2--IRON ENHANCED SAND FILTER.dwg



Westwood	IRON-ENHANCED SAND FILTRATION BASIN & OCS/STMH 40 CROSS-SECTION	N.T.S.



Westwood	STORMWATER BMP'S CROSS-SECTION A-A	1" = 10'

NOT FOR CONSTRUCTION

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DESIGNED: DMP
CHECKED: DMP
DRAWN: TDM
HORIZONTAL SCALE:
VERTICAL SCALE:

INITIAL ISSUE: 01/04/22
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TYLER D. MAXSON, P.E.
DATE 01/04/22 LICENSE NO. .

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CHASKA, MN

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STORMWATER DETAILS

SHEET NUMBER:
C5.1

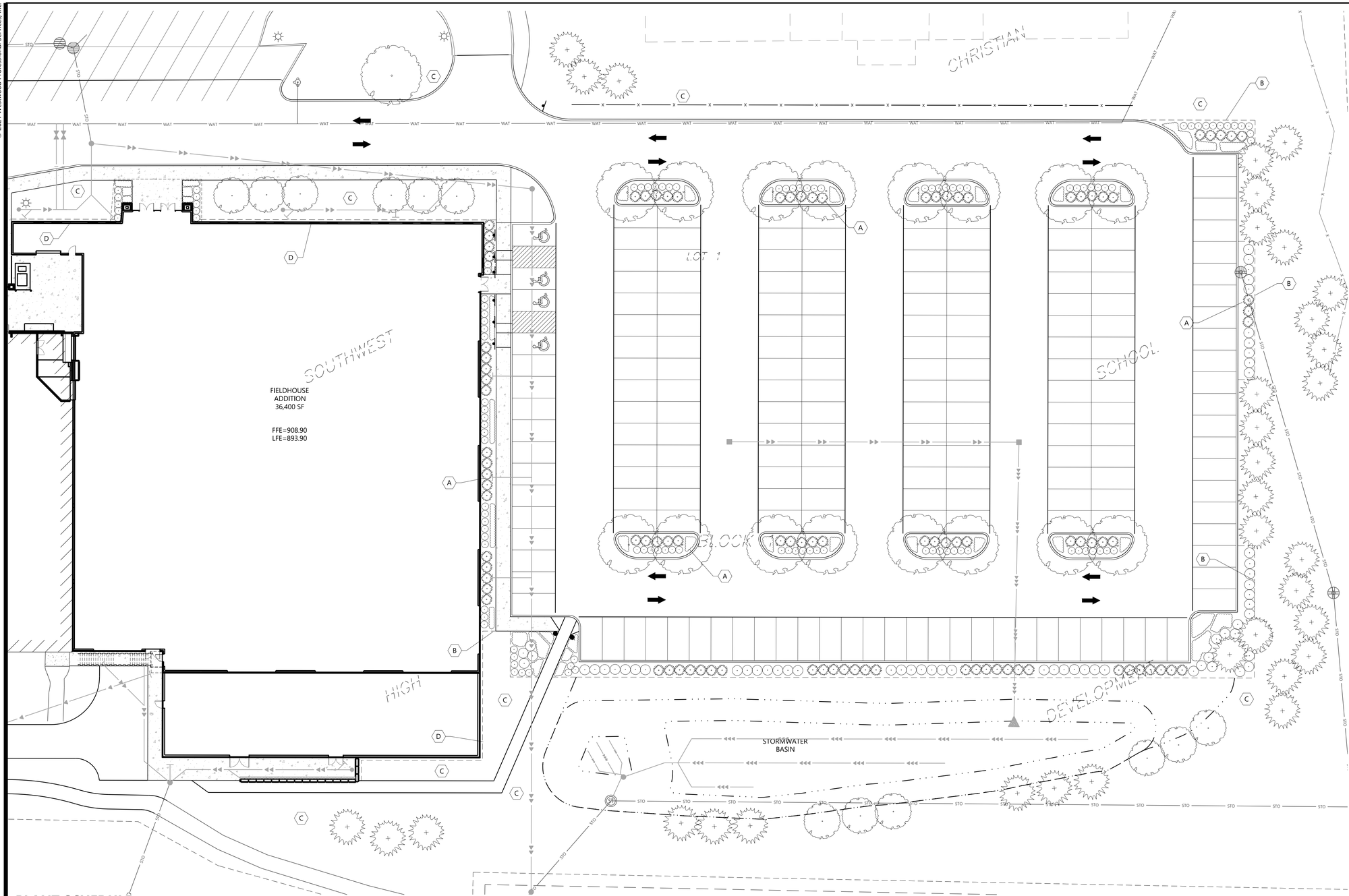
DATE: 01/04/22

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LANDSCAPE REQUIREMENTS

TWO STORY SCHOOL ADDITION CALIPER INCHES REQUIRED:
SCHOOL ADDITION = 46,600 S.F.

OVER STORY TREES REQUIRED = GROSS SF OF ALL FLOORS / 320
TOTAL TWO STORY BUILDING S.F. (46,600±SF)/320 = 146 CAL. IN.

TWO STORY BUILDING CALIPER INCH BREAKDOWN:		TREES REQUIRED:
60% @ 2.5" =	87.6 CAL. IN.	35 TREES
10% @ 3.0" =	14.6 CAL. IN.	5 TREES
10% @ 3.5" =	14.6 CAL. IN.	4 TREES
10% @ 4.0" =	14.6 CAL. IN.	4 TREES
10% @ 4.5" =	14.6 CAL. IN.	3 TREES
100%	188.0 CAL. IN.	51 TREES

SITE CALIPER INCHES REQUIRED:

OVERSTORY TREE CALIPER INCHES REQUIRED: 146.0 CAL. IN.

UNDERSTORY TREE CALIPER INCHES REQUIRED = 25% OVERSTORY REQ.
146.0 * .25 = 13 UNDERSTORY TREES

SHRUBS REQUIRED = BUILDING GROSS AREA OF ALL FLOORS / 300
46,600 / 300 = 155 SHRUBS

CONIFEROUS TREES CAN REPLACE DEC. TREE REQ. WITH HEIGHT / 2.4
ONE 6' TREE / 2.4 = ONE 2.5" CAL TREE

SITE CALIPER INCHES PROVIDED:

OVERSTORY DECIDUOUS TREES:	61.0 CAL. IN.
CONIFEROUS TREES:	85.0 CAL. IN.
ORNAMENTAL TREES:	26.0 CAL. IN.
TOTAL CALIPER INCHES PROVIDED:	172.0 CAL. IN.

LANDSCAPE LEGEND

OVERSTORY DECIDUOUS TREE
ORNAMENTAL TREE
SHRUBS / VINES
PERENNIALS
EDGER

LANDSCAPE KEYNOTES (A)

A SHREDDED HARDWOOD MULCH (TYP.)
B EDGER (TYP.)
C SOD (TYP.)

PLANT SCHEDULE

CODE	QTY.	CAL. IN.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
OVERSTORY DECIDUOUS - 17 (61.0 CAL. IN.)					
NWM	3	-	NORTHWOOD MAPLE / ACER RUBRUM 'NORTHWOOD'	4.5 BB	AS SHOWN
SKH	4	-	SKYLINE HONEYLOCUST / GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	4.0" BB	AS SHOWN
BUR	4	-	BUR OAK / QUERCUS MACROCARPA	3.5" BB	AS SHOWN
SWO	5	-	SWAMP WHITE OAK / QUERCUS BICOLOR	3.0" BB	AS SHOWN
ACE	1	-	JEFFERSON ELM / ULMUS AMERICANA 'JEFFERSON'	2.5" BB	AS SHOWN
MID-STORY DECIDUOUS - 13 (26 CAL. IN.)					
FVB	-	-	FOX VALLEY CLUMP BIRCH / BETULA NIGRA 'LITTLE KING'	6' HT., BB CLUMP	AS SHOWN
RVB	-	-	RIVER BIRCH / BETULA NIGRA	6' HT., BB CLUMP	AS SHOWN
SSC	-	-	SPRING SNOW CRAB / MALUS 'SPRING SNOW'	2.0" BB	AS SHOWN
PGA	-	-	PRAIRIE GOLD ASPEN / POPULUS TREMULOIDES 'NEArb'	2.0" BB	AS SHOWN
OVERSTORY CONIFEROUS - 34 (85.0 CAL. IN.)					
BHS	-	-	BLACK HILLS SPRUCE / PICEA GLAUCA DENSATA	6' HT., BB	AS SHOWN
AUP	-	-	AUSTRIAN PINE / PINUS NIGRA	6' HT., BB	AS SHOWN
SCP	-	-	SCOTCH PINE / PINUS SYLVESTRIS	6' HT., BB	AS SHOWN

CODE	QTY.	CAL. IN.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
DECIDUOUS SHRUBS - 16					
ESH	1	NA	ENDLESS SUMMER HYDRANGEA / HYDRANGEA MACROPHYLLA BAILMER'	24" HT., POT	4'-0" O.C.
JRW	7	NA	JAVA RED WEIGELA / WEIGELA FLORIDA 'JAVA RED'	24" HT., POT	3'-0" O.C.
FLS	8	NA	FIRE LIGHT SPIREA / SPIRAEA 'FIRE LIGHT'	18" HT., POT	2'-0" O.C.
CONIFEROUS SHRUBS - 147					
SCJ	14	NA	SCANDIA JUNIPER / JUNIPERUS SABINA 'SCANDIA'	24" SPRD., POT	4'-0" O.C.
MJJ	49	NA	MINT JULIP JUNIPER / JUNIPERUS CHINENSIS 'MONLEP'	36" SPRD., POT	4'-0" O.C.
BCJ	84	NA	BLUE CHIP JUNIPER / JUNIPERUS HORIZONTALIS 'BLUE CHIP'	36" SPRD., POT	4'-0" O.C.
PERENNIALS - 400					
ASD	-	NA	APRICOT SPARKLES DAYLILY / HEMEROCALLIS 'APRICOT SPARKLES'	NO. 1 CONT.	12" O.C.
SDO	-	NA	STELLA DE ORO DAYLILY / HEMEROCALIS ' STELLA DE ORO'	NO. 1 CONT.	12" O.C.
KFG	-	NA	FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	NO. 1 CONT.	16" O.C.
BBS	-	NA	BIG BLUESTEM / ANDROPOGON GERARDII	NO. 1 CONT.	16" O.C.

ABBREVIATIONS: B&B = BALLED AND BURLAPPED CAL. = CALIPER HT. = HEIGHT MIN. =MINIMUM O.C. = ON CENTER SP. = SPREAD
QTY. = QUANTITY CONT. = CONTAINER NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

CITY PARKING LOT GREEN SPACE REQUIREMENT

- PARKING LOT AREA: 71,355 SF
- REQUIRED GREEN SPACE (10% OF PARKING LOT): 7,136 SF
- PROVIDED GREEN SPACE: 7,312 SF

1" = 20'
0' 20' 40' 60'

NOT FOR CONSTRUCTION

DESIGNED:
CHECKED:
DRAWN:
HORIZONTAL SCALE: 20'
VERTICAL SCALE:

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Westwood Professional Services, Inc.

SOUTHWEST CHRISTIAN HIGH SCHOOL FIELDHOUSE
CHASKA, MN

LANDSCAPE PLAN

SHEET NUMBER:
L1.0

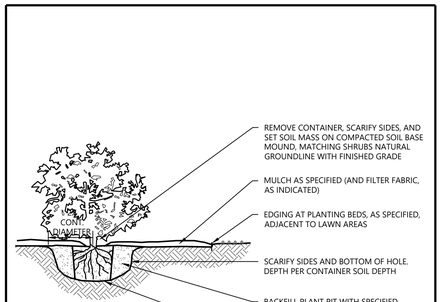
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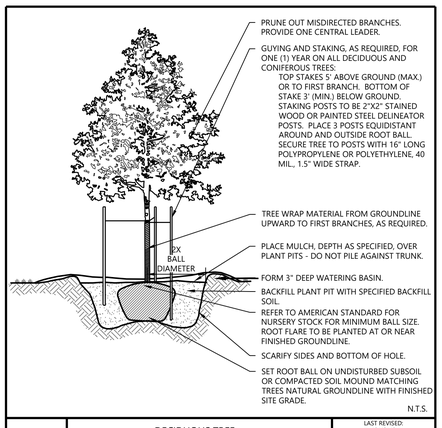
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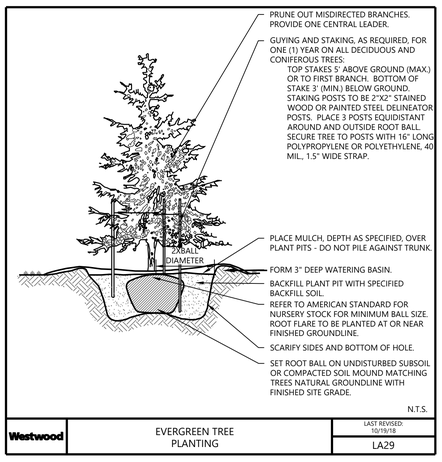
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Westwood	SHRUB & PERENNIAL CONTAINER PLANTING	LAST REVISED: 10/19/18
		LA27-C



Westwood	DECIDUOUS TREE PLANTING	LAST REVISED: 10/19/18
		LA28



Westwood	EVERGREEN TREE PLANTING	LAST REVISED: 10/19/18
		LA29

PLANTING NOTES

1. CONTRACTOR SHALL CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
5. CONTRACTOR SHALL PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
6. ALL PLANTS TO BE SPECIMEN GRADE, WISCONSIN-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
   ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
   ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
   ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
   ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
   CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
7. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
8. PLANTS TO BE INSTALLED AS PER WILA & ANSI STANDARD PLANTING PRACTICES.
9. PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
10. PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
11. OPEN TOP OF BURLAP ON BB MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
12. PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
13. WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
14. STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
15. THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
16. BACKFILL SOIL AND TOPSOIL TO ADHERE TO WIS/DOT STANDARD SPECIFICATION (SELECT TOPSOIL BORROW) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
17. PROVIDE A MINIMUM OF 4" TOPSOIL IN LAWN AREAS AND 12" TOPSOIL IN LANDSCAPE BEDS. ADD SOIL AMENDMENTS FOR OPTIMUM PLANT GROWTH. ALL PARKING ISLAND GRADES SHALL HAVE A SIGNIFICANT CROWN.
18. MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH SHREDDED HARDWOOD MULCH. SINGLE TREE AND SHRUB PLANTINGS SHALL HAVE A 4" DEPTH SHREDDED HARDWOOD MULCH RING AROUND EACH BASE. DECIDUOUS PLANT MATERIAL SHALL HAVE A MINIMUM 3' DIAMETER RING, EVERGREEN PLANT MATERIAL SHALL HAVE A RING TO THE DRIP LINE. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND MULCH TO BE ON COMMERCIAL GRADE FILTER FABRIC, BY TYPAR, OR APPROVED EQUAL WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
19. EXISTING TREES AND SHRUBS, AROUND THE SITE, SHALL BE PRUNED TO REMOVE DEAD OR UNDESIRABLE LIMBS AND TO SHAPE PLANT FOR DESIRABLE APPEARANCE AND COMPLETED BY A QUALIFIED INDIVIDUAL. CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION AND DISPOSE OF ALL REMOVALS OFF-SITE PER PROJECT IMPROVEMENTS.
20. EDGING TO BE COMMERCIAL GRADE VALLEY-VIEW BLACK DIAMOND (OR EQUAL) POLY EDGING OR SPADED EDGE, AS INDICATED. POLY EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH BASE OF TOP BEAD AT GRADE, FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
21. ALL DISTURBED AREAS TO BE SODDED, UNLESS OTHERWISE NOTED. PARKING LOT ISLANDS TO BE SODDED WITH SHREDDED HARDWOOD MULCH AROUND ALL TREES AND SHRUBS. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED AND PER MN/DOT SPECIFICATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
22. PROVIDE IRRIGATION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. SEE PLAN FOR LIMITS OF IRRIGATION. LANDSCAPE WITHIN LANDSCAPE/IRRIGATION DASHED LINE TO BE IRRIGATED FROM BUILDING. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO WATER PLANT MATERIAL DURING INSTALLATION AND DURING ESTABLISHMENT PERIOD. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR. VOLUME OF WATER TO BE PER PLANT REQUIREMENT FOR ESTABLISHMENT AND NORMAL GROWTH. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
23. REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
24. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.
25. VERIFY ALL LANDSCAPE IMPROVEMENTS WITH REMOVALS AND SITE WORK.
26. ALL DISTURBED LANDSCAPED AREAS, NOT INDICATED AS PLANTING BEDS, ARE TO BE SODDED, UNLESS NOTED OTHERWISE. SOD IS TO BE PRIMARILY KENTUCKY BLUEGRASS, FREE OF LAWN GRASS WEEDS. MATCH INTO EXISTING, AS APPLICABLE. ANCHOR SOD ON SLOPED OR POTENTIAL EROSION AREAS, OR AS REQUIRED.
27. CONTRACTOR TO VERIFY PLANTS REQUIRED AS REFLECTED ON PLAN, NOTIFY LANDSCAPE ARCHITECT IF PLAN AND SCHEDULE DO NOT MATCH. ALL PLANT MATERIAL TO ADHERE TO THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST VERSION. ADD FERTILIZER, HERBICIDE, AND PESTICIDE AS NECESSARY FOR OPTIMUM GROWTH.

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

NOT FOR CONSTRUCTION

DESIGNED: ____
CHECKED: ____
DRAWN: ____
HORIZONTAL SCALE: ###
VERTICAL SCALE: ____

INITIAL ISSUE: 01/04/22
REVISIONS:
1 . . .
2 . . .
3 . . .
4 . . .
5 . . .

PREPARED FOR:
SOUTHWEST CHRISTIAN HIGH SCHOOL
1981 BAVARIA ROAD
CHASKA, MINNESOTA 55318

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

TYLER D. MAXSON, P.E.
DATE 01/04/22 LICENSE NO. ____

Westwood
12701 Whitewater Drive, Suite #200
Minnetonka, MN 55343
Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
westwoodps.com
Westwood Professional Services, Inc.

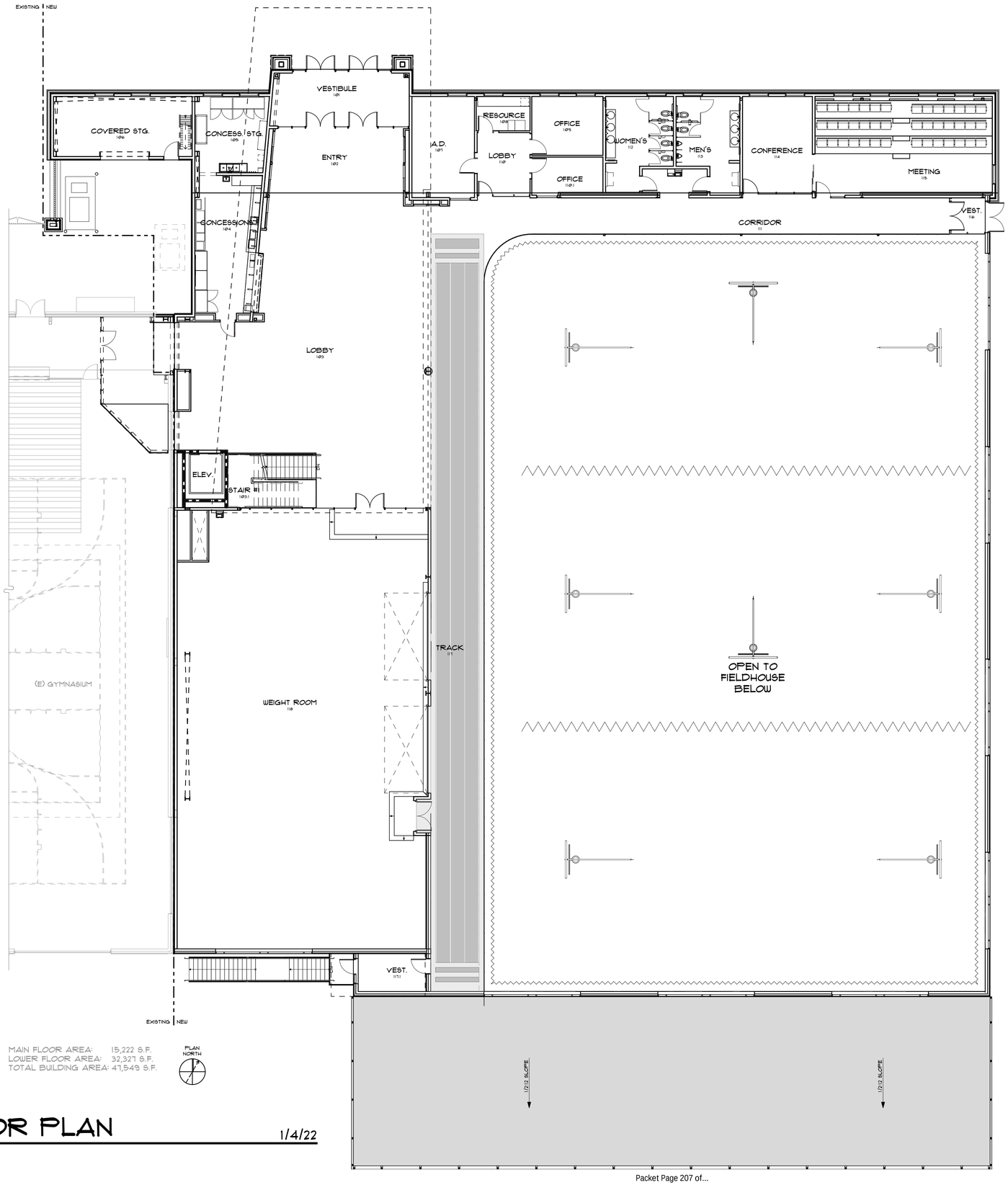
SOUTHWEST CHRISTIAN HIGH SCHOOL FIELDHOUSE
CHASKA, MN

LANDSCAPE DETAILS

SHEET NUMBER:
L1.1
DATE: 01/04/22
PROJECT NUMBER: 0033661.00

SOUTHWEST CHRISTIAN HIGH SCHOOL FIELDHOUSE

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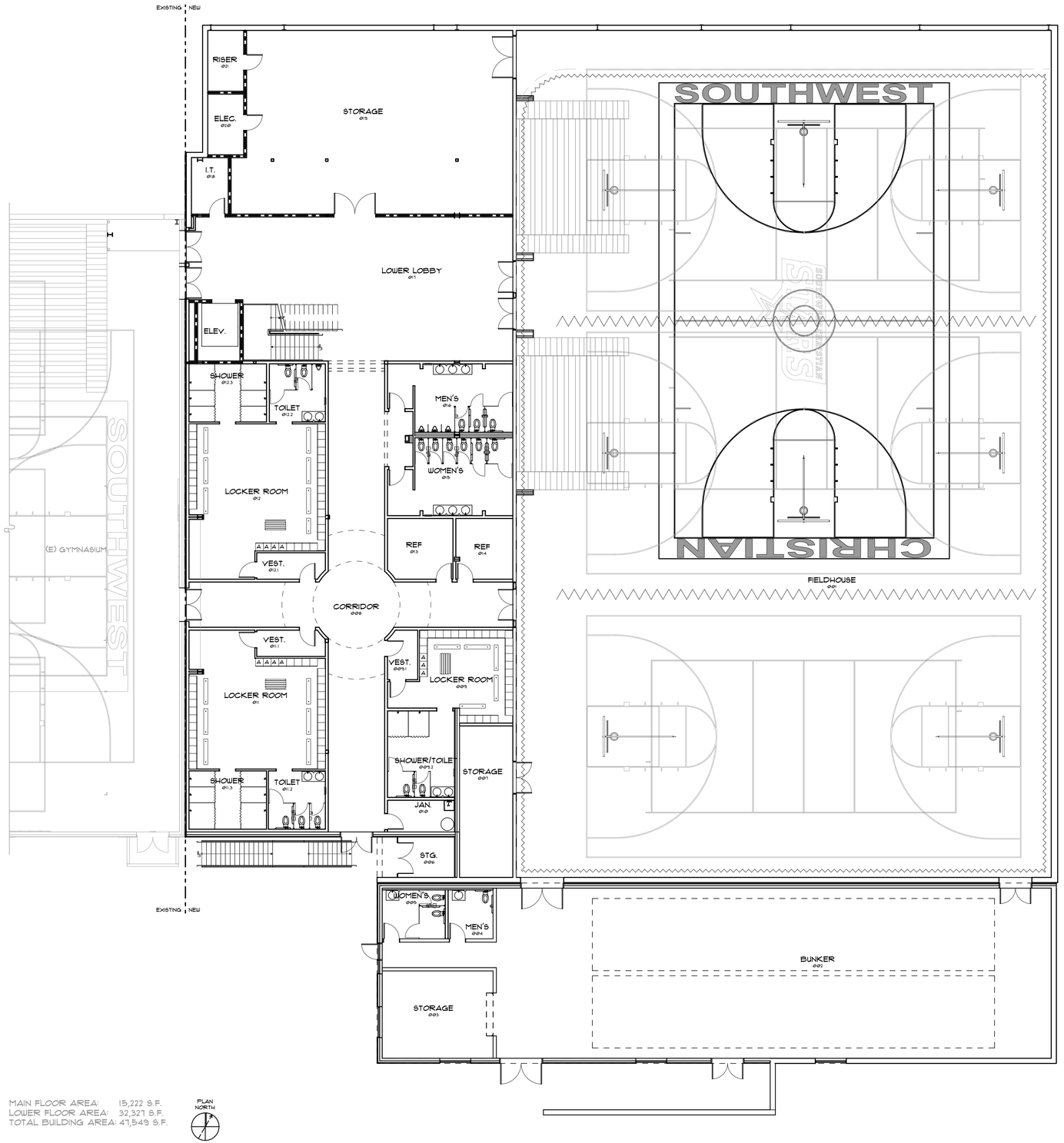


BUILDING / PARKING DESIGN INFORMATION	
EXISTING BUILDING AREAS	
PHASE 1 - CLASSROOM/GYM BUILDING	62,533 SF
PHASE 2 - PERFORMING ARTS THEATER/CLASSROOMS	61,917 SF
PROPOSED PHASE 3 - ATHLETIC FIELDHOUSE	**47,549 SF**
TOTAL CLASSROOMS/STUDENTS/SEATING	
TOTAL EXISTING CLASSROOMS	32
TOTAL STUDENTS	500
NO PROPOSED CHANGE TO # OF CLASSROOMS OR STUDENTS	**-**
TOTAL NUMBER OF (EXISTING) FIXED SEATS IN THEATER	643
PROPOSED BLEACHER SEATING IN FIELDHOUSE	**300**
PROPOSED ADDITIONAL BLEACHER SEATING IN EXISTING GYM	**300**
PARKING SPACES	
TOTAL EXISTING PARKING SPACES	440
PROPOSED PARKING SPACES	**185**

1 MAIN FLOOR PLAN
NEW FIELDHOUSE

1/4/22

BGW ARCHITECTS



MAIN FLOOR AREA: 15,222 S.F.
LOWER FLOOR AREA: 32,327 S.F.
TOTAL BUILDING AREA: 47,549 S.F.

PLAN NORTH

BUILDING / PARKING DESIGN INFORMATION	
EXISTING BUILDING AREAS	
PHASE 1 - CLASSROOM/GYM BUILDING	62,533 SF
PHASE 2 - PERFORMING ARTS THEATER/CLASSROOMS	61,917 SF
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PROPOSED ADDITIONAL BLEACHER SEATING IN EXISTING GYM	**300**
PARKING SPACES	
TOTAL EXISTING PARKING SPACES	440
PROPOSED PARKING SPACES	**185**

2 | LOWER FLOOR PLAN

NEW FIELDHOUSE

1/4/22

BGW ARCHITECTS



1 NORTH ELEVATION
SCALE: 3/32" = 1'-0"



2 SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

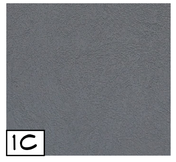
EXTERIOR FINISH SCHEDULE	
1A	3 COAT ACRYLIC STUCCO SYSTEM, DRYVIT "TAF5" OR EQUAL COLOR: 'CARDAMON' 3052
1B	3 COAT ACRYLIC STUCCO SYSTEM, DRYVIT "TAF5" OR EQUAL COLOR: 6U 'BULGUR' 5.0/15.0 SCS #3081
1C	3 COAT ACRYLIC STUCCO SYSTEM, DRYVIT "TAF5" OR EQUAL COLOR: 'KING'S GREY' SCS 2860
1D	3 COAT ACRYLIC STUCCO SYSTEM, DRYVIT "TAF5" OR EQUAL COLOR: 'COTTAGE RED'
2A	BRICK 'HIGHLAND OAKS MODULAR' - MORTAR COLOR 203
2B	BRICK 'HIGHLAND OAKS MODULAR' SOLDIER COURSING - MORTAR COLOR 203
3	6" TRIM, PAINTED TO MATCH EXISTING TRIM
4	'ALPOLIC' METAL WALL PANEL, COLOR T.B.D.
5	METAL CAP FLASHING, COLOR TO MATCH EXISTING
6	SCORE JOINT/FABCON PANEL JOINT
7A	PAINT FINISH OVER PRECAST PANEL COLOR MATCH 'CARDAMON 3052'
7B	PAINT FINISH OVER PRECAST PANEL COLOR MATCH 6U 'BULGUR' 5.0/15.0 SCS #3081
7C	PAINT FINISH OVER PRECAST PANEL COLOR MATCH 'KING'S GREY' SCS 2860
8	ALUMINUM FASCIA/SOFFIT PANEL, COLOR TO MATCH EXISTING
9	ROOF SCUPPER/DOWNSPOUT, COLOR TO MATCH EXISTING
10	CONCRETE RETAINING WALL, NO FINISH
11	EXTERIOR LIGHT FIXTURE, REF. ELECTRICAL
12	EXTERIOR METAL STAIR, GALVANIZED FINISH
13	ROOF ACCESS LADDER, REF. ROOF PLAN
14	EXPOSED STRUCTURAL STEEL, FIELD PAINTED PRIMER & TWO COAT FINISH, COLOR 'MALABAR' 6U/11.0
15	MECHANICAL SCREEN WALL 'ROOFSCREEN VISIONGUARD L20' SLATTED LOUVER OR SIM.
16	IRON FENCE TO MATCH EXISTING FENCE IN UTILITY YARD
17	CHAINLINK FENCE W/LOCKABLE GATE



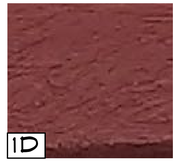
TEXTURED ACRYLIC FINISH
COLOR: "CARDAMOM" 3052
OR EQUAL TO MATCH EXISTING



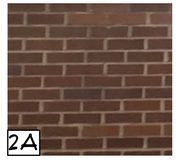
TEXTURED ACRYLIC FINISH
COLOR: "BULGUR" 3081 OR
EQUAL TO MATCH EXISTING



TEXTURED ACRYLIC FINISH
COLOR: "KING'S GREY" 2860
OR EQUAL TO MATCH EXISTING



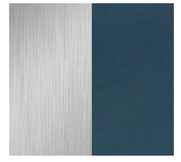
TEXTURED ACRYLIC FINISH
COLOR: "COTTAGE RED" OR
EQUAL TO MATCH EXISTING



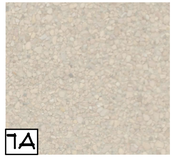
BRICK
COLOR: T.B.D. TO MATCH
EXISTING



METAL PANEL



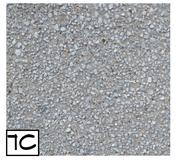
ANODIZED ALUMINUM
STOREFRONT WINDOW SYSTEM



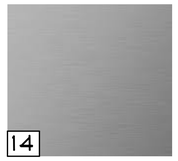
STAINED COLORED
RAISED AGGREGATE
CONCRETE
COLOR MATCH
"CARDAMON"



STAINED RAISED
AGGREGATE CONCRETE
COLOR MATCH "BULGUR"



RAISED AGGREGATE
CONCRETE
COLOR MATCH "KING'S
GREY"



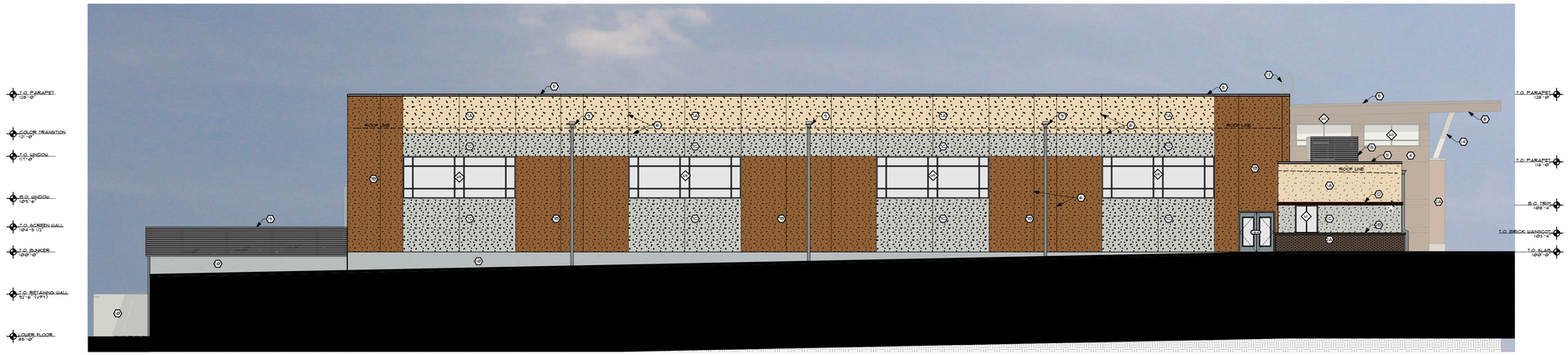
STEEL COLUMN
PAINT COLOR: T.B.D.



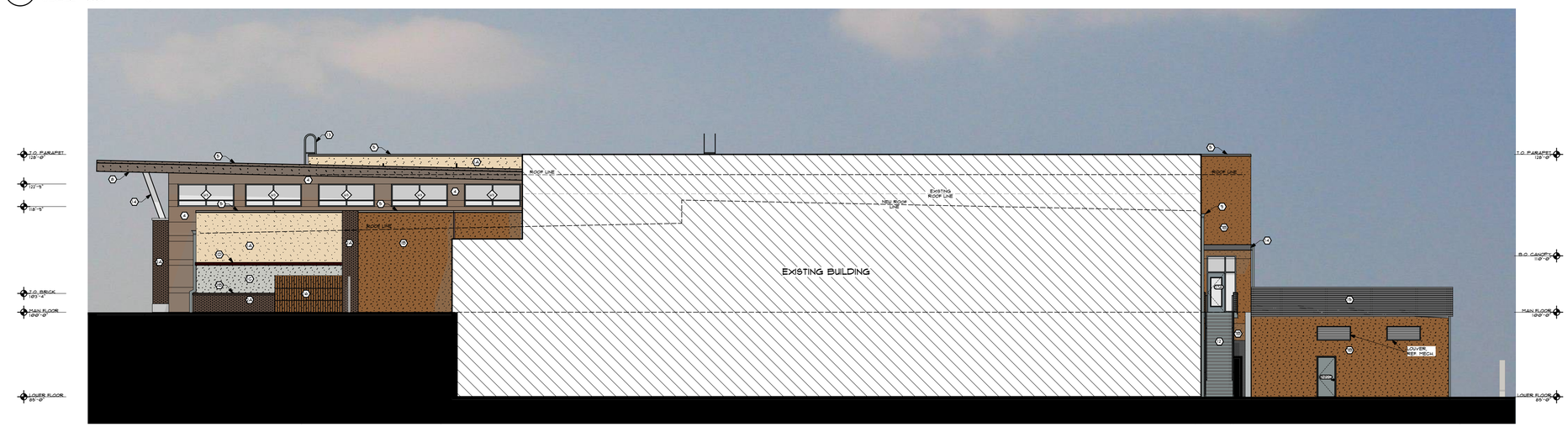
MECHANICAL SCREEN WALL
PREFINISHED ALUMINUM SLATTED
LOUVER

3 EXTERIOR ELEVATIONS
NEW FIELDHOUSE
1/4/22

BGW ARCHITECTS



1 EAST ELEVATION
SCALE: 3/32" = 1'-0"



2 WEST ELEVATION
SCALE: 3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE	
1A	3 COAT ACRYLIC STUCCO SYSTEM, DRYVIT "TAFS" OR EQUAL COLOR: 'CARDAMOM' 3092
1B	3 COAT ACRYLIC STUCCO SYSTEM, DRYVIT "TAFS" OR EQUAL COLOR: 'BU 'BULGUR' 5D1150 SCS #3081
1C	3 COAT ACRYLIC STUCCO SYSTEM, DRYVIT "TAFS" OR EQUAL COLOR: 'KING'S GREY' SCS 286-D
1D	3 COAT ACRYLIC STUCCO SYSTEM, DRYVIT "TAFS" OR EQUAL COLOR: 'COTTAGE RED'
2A	BRICK 'HIGHLAND OAKS MODULAR' - MORTAR COLOR 203
2B	BRICK 'HIGHLAND OAKS MODULAR' SOLDIER COURSING - MORTAR COLOR 203
3	6" TRIM, P.AINTED TO MATCH EXISTING TRIM
4	'ALPOLIC' METAL WALL PANEL, COLOR T.B.D.
5	METAL CAP FLASHING, COLOR TO MATCH EXISTING
6	SCORE JOINT/FABCON PANEL JOINT
1A	PAINT FINISH OVER PRECAST PANEL COLOR MATCH 'CARDAMOM' 3092
1B	PAINT FINISH OVER PRECAST PANEL COLOR MATCH SU 'BULGUR' 5D1150 SCS #3081
1C	PAINT FINISH OVER PRECAST PANEL COLOR MATCH 'KING'S GREY' SCS 286-D
8	ALUMINUM FASCIA/SOFFIT PANEL, COLOR TO MATCH EXISTING
9	ROOF SCUPPER/DOWNSPOUT, COLOR TO MATCH EXISTING
10	CONCRETE RETAINING WALL, NO FINISH
11	EXTERIOR LIGHT FIXTURE, REF. ELECTRICAL
12	EXTERIOR METAL STAIR, GALVANIZED FINISH
13	ROOF ACCESS LADDER, REF. ROOF PLAN
14	EXPOSED STRUCTURAL STEEL, FIELD PAINTED PRIMER & TWO COAT FINISH, COLOR 'MALABAR' SW9111-D
15	MECHANICAL SCREEN WALL 'ROOFSCREEN VISIONGUARD L20' SLATTED LOUVER OR SIM.
16	IRON FENCE TO MATCH EXISTING FENCE IN UTILITY YARD
17	CHAINLINK FENCE W/LOCKABLE GATE



NORTH PERSPECTIVE



ENTRY CLOSE UP

4 EXTERIOR ELEVATIONS 1/4/22
NEW FIELDHOUSE

SW | BGW ARCHITECTS

REQUEST FOR ACTION
CHASKA CITY COUNCIL
02/28/2022

Subject: **Frenz & Worm Properties – Concept Plan**

Applicant: Forestar Group - Midwest

Location: East of Highway 212 and north of County Road 61 (Chaska Boulevard)

Case No.: 2022-09

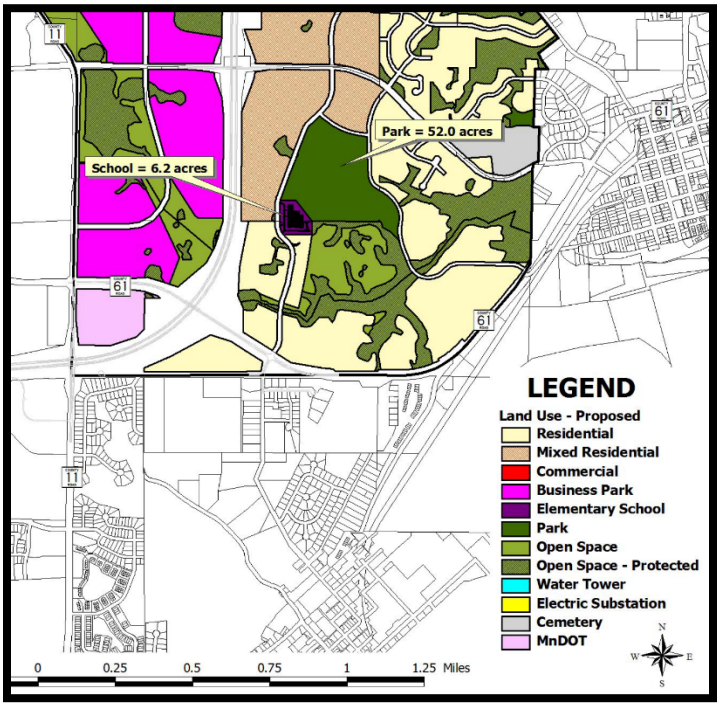
Synopsis: Applicant seeks to obtain approval of a 190-lot single family home residential development on 127.7 acres of land on the Frenz property at 4250 Chaska Boulevard and on the Worm property at 4130 Chaska Boulevard.

Prepared By: Nate Kabat

Staff Recommendation: Motion to adopt Resolution

BACKGROUND

In 2017, a purchase agreement was executed to purchase the future collector road right-of-way (ROW) for the extension of Savanna Way southward from the roundabout at Big Woods Boulevard, community park and elementary school areas from the Holasek family. The City currently owns the ROW (~6 acres) and future community park acreage (~52 acres), while Eastern Carver County Schools owns the future elementary school acreage (~6). The ROW purchased terminates at the school district's property, but will eventually need to continue southward connecting with County Road 61. See below.



(exhbit used in 2017 Purchase Agreement)

Tonight, we will be reviewing a residential proposal that abuts the south side of the park and school property and that would be served by extending the Savanna Way collector from the school property southward to County Road 61. The property proposed for development includes areas on the above exhibit designated as Open Space and Open Space – Protected. The property proposed for development is currently owned by the Frenz family and the Worm family, with the proposal being from Forestar Group.

Forestar Group Inc. is a residential lot development company with operations in 55 markets in 23 states and is a majority-owned subsidiary of D.R. Horton, Inc., the largest homebuilder by volume in the United States since 2002. The developer has explained that although D.R. Horton may be the builder for this development, the group may work with other builders as well and this decision has not yet been made.

PROJECT GOALS

The developer has identified the following goals in creating this new neighborhood:

- *Develop a healthy single-family neighborhood that is connected to the surrounding neighborhoods and seamlessly integrates into the City of Chaska and the surrounding proposed amenities (i.e., proposed park, new school property).*
- *Construct a development that is sensitive to the surrounding natural resources, including wetlands, ravines, and the Big Woods.*
- *Develop the land that allows for future downstream development needs of adjacent properties within the confines of the area's topography.*
- *Facilitate the completion of the City's goals of acquiring the Big Woods.*

The developer has described alignment with the City's mission and core strategies as follows:

> *The Project is consistent with Chaska's mission to be the best small town in Minnesota. The Project will provide an increase in tax base and be a natural and orderly extension of the existing development to the north of the City-owned parkland. The Project will preserve the Big Woods and adjacent ravines, allowing them to be incrementally integrated into the City's adjacent parklands as funding becomes available.*
>
> *The Project is aligned with the core strategies of the City, including the enhancement of Chaska's high-quality of life, by preserving open spaces and environmental amenities, including the Big Woods and adjacent ravines through the use of environmentally sensitive site design. The Project will further the goals of providing quality cost-effective services to taxpayers and ensuring orderly and well-planned community development by ensuring that the costs of utilities and ROW Extension will be borne by the future residents that are benefitted by the utility extensions. Forestar is committed to working with the City and adjacent landowners to enter into a joint assessment agreement to address those costs as the land becomes developed. The utilities will also be designed to anticipate the future development of the Frenz remnant parcel south of Chaska Boulevard as well as the contiguous land to that parcel on the west.*

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

The 2040 Comprehensive Plan defines the guided land uses as follows:

Low Density Residential
Lots or parcels guided for predominantly single-family detached dwellings, but also allowing single-family attached dwellings and mid-rise multiple-family housing such as apartments and condominiums. Density range allowed is from two (2) to five (5) dwelling units per net acre including local access streets.

Open Space
Land guided for open space preservation, including environmental protection, historic preservation, homeowners' association recreation (e.g. Jonathan), public/semi-public use or other public purposes, and for which development is prohibited through ownership, ordinances or other legal means.

CURRENT PROPOSAL
The nearly 128-acre site proposal consists of 190 single family lots with a typical lot size of 65 feet wide by 130 feet deep. The Chaska 2040 comprehensive plan guides these properties as Low Density Residential and Open Space use. Current zoning is listed as "O, Open Development".

Adjacent properties
The site is bordered to the west by Highway 212, to the south by Chaska Boulevard, to the east by currently undeveloped property guided for open space and low density residential, to the north by the recently acquired nearly 60-acre future City community park, elementary school site, and currently farmed property guided mixed residential.

Existing Conditions
The nearly 128-acre site is currently used primarily for agricultural purposes with naturally rolling topography and also contains a significant portion that is remanent Big Woods and wooded steep slopes. The approximately 42 acres of remanent Big Woods is oak tree savanna that includes very large hundreds of years old oak trees and other high quality tree species.

105 acres of the property in this proposal is currently owned by the Frenz family and consist of most of the Big Woods area and currently farmed areas. The Frenz property does not contain any built structures. The remaining 22 acres is currently owned by the Worm family and consists of farmed area with wooded steep slopes on the north and easterly boundaries of the property. The Worm property includes an existing farmstead made up of a residential home and three outbuildings.

A wetland delineation was completed on the Frenz Property in fall 2021 and it was determined that there are 16 wetlands and 5 watercourses on the site. The wetlands range in size from 0.01 ac. to 1.57 acres. The current concept plan avoids the wetlands found within the wooded areas, with some unavoidable impact expected within the wetlands in the agricultural areas. A wetland permit will be required as part of the preliminary approvals process.

A wetland delineation was completed on the Worm Property in late fall 2021 and it was determined that there are no wetlands and 1 watercourse on the site. The developer expects approval of this wetland delineation in spring 2022. Approval will be required as part of the preliminary approval process.

Land Use

The proposed 128-acre Frenz-Worm property project consists of 190, 65-foot-wide single-family lots. The lot dimensions are similar in scale to lots found in the existing Harvest neighborhood to the north of County Road 44/Big Woods Boulevard. Minimum setbacks are proposed to be: front setback of 26 feet, side setback of 5 feet, corner lot side setback of 26 feet and rear yard setback of 20 feet.

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

Layout

As envisioned in the Chaska comprehensive plan, Savanna Way will be the collector route through the project and provide important connections within the city. The developer plans to connect Savanna way to County Road 61 and extend the collector road northward to meet where the City presently owns right-of-way for the planned eventual connection to the roundabout at Big Woods Boulevard. The developer also proposes a secondary neighborhood street access to County Road 61 east of the collector road connection. Additionally, access to the Lano property adjacent east of the Worm property will need to be explored and defined as part of this proposal.

The majority of the site naturally drains to the central ravines and ultimately off-site to the East and South. It is this feature that greatly influenced the design of the street system and placement of the homesites. The design takes advantage of this feature by providing most of the homes with desirable views of either the preserved ravines, wetland areas, or ponds.

The expansive woodland located in the NE area of the site is a remnant piece of big woods oak savanna and steep slope wooded ravines; a key environmental feature that the City envisions as public open space. The site layout protects the great majority of this wooded area and the numerous pocket wetlands found there, concentrating most of the development within the agricultural areas of the site. Preservation of the NE woodland area is an opportunity for this development to connect to the planned community park adjacent north through a more passive natural area experience.

Water & sewer will be brought to the site via the extension of Savanna Way. The site's layout is influenced by the extension of these utilities. The site is currently divided into two separate sewer districts generally defined by the existing central ravine. The developer will need to continue working with City staff to determine how and when utilities can be brought to service the project. A sanitary sewer lift station will be needed to serve generally the southeasterly portion of the site, and potentially the Lano property adjacent east of the Worm property. The location and size of the lift station will need to be determined through further meetings with staff and be incorporated into the plans prior to the submission of the Preliminary Plat Application.

Transportation/ROW
The Concept Plan proposes to provide for the extension of the Savanna Way collector road from the planned access point at Mount Hope Road intersection on County Road 61 northward to right-of-way property owned by the City. The remaining collector road portion would occur with development connecting to the roundabout on Big Woods Boulevard as needed to serve development. The collector road will not provide direct access to any of the proposed single-family lots. Access to the 65' wide single-family lots will be provided via a network of internal residential roadways.

Eastward of the proposed the collector road connection to County Road 61, the developer is proposing a secondary connection of a proposed neighborhood street. Both proposed connections to County Road 61 are consistent with the County's plan but will need to be evaluated and approved by Carver County Public Works as part of the preliminary plan process.

Notably, access to the Lano property adjacent east to the Worm property needs to be explored for inclusion in the preliminary plan submittal. While grading challenges exist at the interface of these two properties, the opportunity exists to provide access to the Lano property towards the southerly portion of these properties. The developer will need to work with City staff and the Lano's to explore the appropriate grading and street connection to ensure access to the Lano property at the time it is ready for development.

The current concept plan appears to show road right-of-way widths that are consistent with the designs in the existing adjacent developments, however, this should be shown on the plans during the preliminary submittal. The developer will need to coordinate with the City Engineer to ensure that the collector road extension aligns with City plans and policies.

Utilities
Sewer and water utilities are currently not available to this site. Sewer and water service is planned to serve this site are currently located at the terminus of Founder's Path in the Founder's Ridge neighborhood and planned to be extended to meet the City-owned right of way for the Savanna Way extension south of Big Woods Boulevard through the Rivertown Heights neighborhood development currently proposed by DR Horton. Assuming the DR Horton development proceeds, the developer will need to extend sewer and water service southward through the City owned right of way for the Savanna Way extension to the Frenz property and subsequently to serve the proposed development. City staff have explained to the developer that the cost of this necessary extension to their property would need to be born by the developer. This is because the developer's proposal will require this extension to occur ahead of the naturally anticipated path of development, which would be to proceed north to south from Big Woods Boulevard generally following the planned Savanna Way collector extension.

A sewer lift station will be required to serve the southeasterly portion of the site. Depending on timing and land development occurring the lift station placement and infrastructure may potentially be coordinated to provide sewer availability to the Lano property adjacent east of the Worm property. For this to occur the developer will need to work with the Lano family, who owns the property to the east of the Worm's property to determine whether sewer and water service could be provided to the Lano property through this development.

The developer will need to coordinate with the City Engineer to extend sewer and water services as described.

Stormwater and Wetlands
Stormwater ponding is proposed throughout the development. Staff have requested the developer explore and evaluate opportunities to consolidate stormwater ponding to the extent possible as part of their preliminary process. It will be required that the developer provides adequate maintenance access into all ponding areas to be shown during their preliminary submittal. Stormwater approvals will have to meet all Carver County WMO and City standards.

There are two wetlands onsite (WB-09 and WB-11) that have been identified in the Chaska Surface Water Plan as a good potential for hydrological restoration, which would help alleviate pressure on the highly erodible ravine system to the NW which they drain to. Impact avoidance and/or hydrological restoration of these wetlands should be investigated. There are also unique and sensitive wetlands that have been proposed to be preserved in the Big Woods remnant space in the NW portion of the project, consistent with Chaska Surface Water Management Policy. Project approvals will be subject to WCA permitting/mitigation for wetland impacts.

Phasing

The developer anticipates the project will be developed in 2 phases beginning from the north with the following tentative dates:

- Phase 1, 2022-2024: Will include development of the Frenz Property located north of the ravine.
- Phase 2, 2023-2025: Will include that portion of the Frenz Property south of the ravine and the Worm Property, along Chaska Boulevard.

Setbacks
The setbacks will be generally consistent with single-family residential developments. Namely, the front yard setback should be no less than 26 feet. The rear yard setback should be 20 feet. The side yard setback should be 5 feet. Corner lots should have a side yard setback of 26 feet.

In addition to these setbacks, there are other setbacks that may apply to this site. See below:

SETBACKS	
Direction	**Setback**
Wooded Steep Slopes	50 feet building setback and 30 feet no grade/no mow setback
Wetlands	30 feet
Savanna Way	100 feet from centerline
County Road 61	150 feet from centerline
Trunk Highway 212	50 feet from the ROW line or 225 feet from the centerline, whichever is greater

The applicant will be required to delineate the wooded steep slope edges and their applicable setbacks in the field so that staff can verify for accuracy. This will need to be done prior to preliminary submittal.

Architecture

The developer has stated that once the project is approved, Forestar will select a home builder for project. Forestar is a majority-owned subsidiary of national home builder DR Horton. If DR Horton is selected as the builder, the developer anticipates home exteriors, floor plans and pricing will be similar to homes in the Sagewood development located near the Clover Ridge area. The proposed homes will be 1-2-story single-family designs. Each floor plan will have multiple elevation options, which will create variety throughout. Final Builder selection is anticipated to occur prior to the start of Land Development and is subject to the City of Chaska's approval.

The developer has not yet indicated a price point or size range for the homes to be built.

City ordinance dictates that housing may not be similar within two houses to each side, directly across the street or diagonal from the house in question. This ordinance also requires LP Smartside (or similar material) be used on all front elevations, 4-inch window trim on all windows, and 360-degree architecture be incorporated on corner lots and lots whose sides are visible from public rights of way or across from open spaces.

With the preliminary submittal, the developer will need to provide examples of floor plans and elevations for the housing products that will be pursued.

Trails, Sidewalks & Access into the Bluff Areas

The property includes a significant area of Big Woods remnant and wooded steep slope bluffs on the easterly side that the developer is working with the City to preserve through a combination of acquisition and dedication. The Big Woods remanent is adjacent to the City owned future community park property to and the school district owned future elementary school property to the north. The wooded steep slope area generally creates a southern boundary to the Big Woods remnant. Trail access for the proposed neighborhood development to this area will be critical to encourage and facilitate safe and meaningful access to the preserved Big Woods area that is

programmed for public open space. While the concept plan does not currently show any trail access points to this area, this will need to be defined as part of the preliminary approval process.

The concept plan does not clearly articulate sidewalks throughout the development or connecting to future developable areas. The developer will be required to provide sidewalks on both sides of the streets up to the bulbs of cul de sacs per City policy.

A City trail currently exists on the east side of Savanna Way north of Big Woods Boulevard. This trail connection will proceed south along Savanna Way as it connects to Chaska Boulevard. This trail connection on the east side of Savanna Way will need to be shown in the preliminary submittal. Another proposed city trail is also planned on the north side of Chaska Boulevard abutting this property, as well as connections through the passive Big Woods areas of the site. These trail connections will also need to be shown in the preliminary submittal.

Screening, Landscaping & Tree Preservation

This development abuts Trunk Highway 212 and County Road 61 and includes a collector road through the center. The preliminary submittal will need to address how these edges interact. Specifically, the developer will need to articulate how the neighborhood's edge is defined from the streetscape by incorporating adequate landscaping and screening elements. Additionally, the applicant will need to work with MNDOT to conduct a noise study to identify the appropriate treatment to apply along the Trunk Highway 212 boarder necessary to address any findings of that study.

Trees will be required in the boulevard to meet the City's Boulevard Tree Policy. It should be noted that the boulevard is the area between the sidewalk and the street. It will be required that boulevard trees are extended throughout all boulevards to meet the policy.

Although tree areas are minimal in the areas proposed for development on this site, Tree Preservation will still be an important piece of discussion for this development, specifically along areas where bluffs are present, and areas adjacent and encroaching into the Big Woods remnant. The concept plan is proposing to preserve much of the Big Woods remnant area and wooded steep slopes, however staff will want to see that on a Tree Preservation plan to ensure that is the case. There are also a couple scatterings of oaks and other trees near the central south edge and along County Road 61 and near the middle portion of the Savanna Way extension. The applicant will need to provide a tree survey and tree preservation plan during their preliminary submittal to show how they are preserving trees on the site.

Parkland

The Concept Plan identifies approximately 48.1 acres of Big Woods remnant and wooded steep slopes areas on the site. The City is working with the developer to preserve these areas through a combination of dedication and City acquisition. The City's steep slopes ordinance will apply to this area. While the Concept Plan identifies 5.9 acres of steep slope, the developer will need to work with staff to delineate the steep slope edges on the site to make a final determination of the total area. The Concept Plan identifies one area for public parkland totaling 10 acres to the north of the Big Woods remnant that would contribute to the planned community park to the north and serve to preserve a portion of the Big Woods remnant area. This area needs to be further refined and studied to determine steep slope areas and wetlands that will be accounted for in determining the final boundary of this area.

The developer has expressed willingness to enter into a letter of intent with the City for the remaining Big Woods remnant area that would enable the City to purchase and preserve the Big Woods over time as funds are secured through grants and other sources. The letter of intent will need to be drafted and included in the preliminary submission. The Parks and Recreation Director and Park Board will be evaluating these pieces at their upcoming meeting on February 8, 2022 and we will be able to provide an update at the Planning Commission meeting.

A neighborhood park is not identified in this area due to its proximity to the planned community park which will serve the neighborhood's recreational needs.

Parkland credit can be given for any public park space that the City accepts. Parkland credit will not be given for the bluff areas, wetlands, stormwater ponds, right of way, or land area deemed undevelopable that are dedicated to the City.

Development Costs (Infrastructure Improvements)
The City of Chaska has a number of area-wide development cost such as, but not limited to:

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

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

Neighborhood Meeting
Given the limited number of neighbors in this area, the developer is in the process of conducting one-on-one meetings with each. The developer will be expected to complete this process prior to preliminary submittal in order to address any neighbor concerns. In particular, the developer will need to work with the Lano family to ensure access is provided to their property to serve future development and to evaluate opportunities to extend sewer and water service to their site for future development.

Deadline for Agency Action
The City of Chaska received the complete application for this request on Tuesday, January 4th, 2022. Pursuant to Minnesota State Statutes the City is to act on this request by **Saturday, March 5, 2022 (60 days)**, however the City can provide the petitioner with a written letter for an additional 60-day review period for further review if so needed. This additional review period can extend to Wednesday, May 4, 2022. The City may, with the petitioner's consent, extend the review period beyond the Wednesday, Wednesday, May 4, 2022 date for an additional 60 days. Lastly, if the City denies the petitioners request "… it must state in writing the reasons for the denial at the time it denies the request."

PLANNING COMMISSION ACTION TAKEN 02/09/2022

Motion to recommend to City Council approval of the Frenz & Worm Properties Concept Plan for a 190-lot subdivision on 128 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 Stephen W. Gardner, Forestar Group, dated February 2, 2022
    b. Concept Sketch, prepared by Westwood, dated January 4, 2022
    c. Existing Conditions, prepared by Westwood, dated January 4, 2022
    d. Regional Context, prepared by Westwood, dated January 4, 2022
    e. Site Forces, prepared by Westwood, dated January 4, 2022
    f. Minnesota Wetland Conservation Act Notice of Decision (pgs 1-8), issued by the MN Board of Water and Soil Resources, dated January 26, 2022
2. Adherence with the City Engineer's Memo dated February 4, 2022.
3. Provision of a 60 feet Right of Way width for all local streets.
4. Adherence to the City's Boulevard Tree Policy and local street section design.
5. Provision of sidewalks on both sides of all local streets.
6. Provision of trail access points to the Big Woods preservation area.
7. Adherence to the following building setbacks:
    a. Front (house): 26 feet
    b. Rear: 20 feet
    c. Side: 5 feet
    d. Side (corner): 26 feet
    e. Wooded Steep Slopes: 50 feet building setback and 30 feet no grade/no mow setback
    f. Wetlands: 30 feet
    g. Savanna Way: 100 feet from centerline
    h. County Road 61: 150 feet from centerline
    i. Trunk Highway 212: 50 feet from the ROW line or 225 feet from the centerline, whichever is greater
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. Compliance with the City's anti-monotony and design requirements zoning ordinance (Section 9.28).
10. Provision that the wooded steep slopes and their applicable setbacks are delineated in the field and reviewed and approved by the Planning Department prior to preliminary submittal.
11. Preservation of the wooded steep slopes, including 30-foot buffer and a 50-foot setback from that wooded steep slope if present on site.
12. Provision of a wetland delineation report to be completed and provided at time of preliminary submittal.
13. Provision for preservation of wetlands and a 30-foot buffer.
14. Provision of a storm water management plan meeting City and Carver County WMO standards.
15. Provision that adequate maintenance accesses are provided for the stormwater ponds, and to be shown on the plans at preliminary submittal.
16. Provision that the City and Developer have entered into a Letter of Intent regarding transfer of property designated as open space and open space-preservation prior to preliminary submittal.
17. Provision for trail access points into the area designated as open space and open space-

preservation.

18. Provision to further evaluate tree preservation efforts in the proposed development area of the site as directed in the Screening, Landscaping & Tree Preservation section of this report, and to be addressed at preliminary submittal.
19. Provision to meet the City's Boulevard Tree Policy.
20. Provision to complete a noise study as directed by MNDOT and to adequately address the outcomes of that study in the preliminary submittal.
21. Provision to provide adequate landscaping, berming, and buffering along Highway 212, County Road 61 and the Savanna Way collector extension, and to be addressed at preliminary submittal..
22. Provision that the leftover parcel on the south side of County Road 61 be served with utilities and platted as an outlot for future development.
23. Provision that all accesses onto County Road 61 are approved by Carver County prior to preliminary submittal.
24. Provision that access and sewer and water service to the neighboring Lano property is evaluated and defined prior to preliminary submittal.
25. Provision to provide examples of floor plans and elevations for the housing products that will be pursued.
26. Provision to further explore road access and utility connections to the Lano parcels at PIDs 300087200 and 300085300, and to be addressed at preliminary submittal.
27. Provision to show proposed City trails on the east side of Savanna Way, north side of Chaska Boulevard, and through the Big Woods areas, and to be shown on the preliminary plans.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2022-16 approving the approving the Concept Plan for the Frenz & Worm Properties development proposal by Forestar Group – Midwest (PC#2022-09).

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE 02/28/2022 RESOLUTION NO. 2022-16

MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER

Resolution approving the Concept Plan Frenz & Worm Properties/Forestar Group – Midwest/PC#2022-09

WHEREAS, the 190-single family lot proposal on approximately 128-acres of property is located south of County Road 44, north of County Road 61, bisected by the southerly extension of Savanna Way; and

WHEREAS, approximately 105 acres are currently owned by the Frenz family and used primarily for farming and approximately 22 acres are owned by the Worm family and used primarily for farming; and

WHEREAS, approximately 42 acres are Big Woods and wooded steep slopes; and

WHEREAS, the applicant is proposing 190 lots at 65 feet in width; and

WHEREAS, approximately 2 acres of the proposed development located south of County Road 61 and west of Mt. Hope Road are not planned for development as part of this proposal, but will need to be ghost platted and stubbed with utilities with access defined to support future development; and

WHEREAS, the initial access to the property will be from Savanna Way as it is extended northward from County Road 61; and

WHEREAS, a secondary access to County Road 61 east of the proposed Savanna Way connection is proposed; and

WHEREAS, access to the neighboring Lano property needs to be defined possibly through this proposed development to support future development access for the Lano property; and

WHEREAS, the concept plan shows sixteen wetlands and five watercourses in the subject area; and

WHEREAS, the layout appears to impact at least five of the wetland areas while incorporating the other wetlands into the overall development, or preserving the other wetlands in the Big Woods and wooded slope areas; and

WHEREAS, the applicant will be required to submit a wetland report during their preliminary submittal, and typically 30 foot buffers/setbacks are required from these elements; and

WHEREAS, there are areas that abut the west and southerly edges of the Big Woods preservation area and wooded steep slope area that are of concern to staff; and

WHEREAS, the developer will need to complete a tree preservation survey to identify impacts to the trees along these edges; and

WHEREAS, the developer will need to work with staff to delineate the wooded steep slope area to ensure appropriate setbacks for proposed lots near these areas; and

WHEREAS, staff would emphasize the importance in orienting the lots, and street alignments, so that the drip edges of significant trees identified in the tree survey fall outside of the lot lines and potential grading limits; and

WHEREAS, the applicant has stated that the wetland will be preserved, however, it appears that there are 4 lots that impact the wetland buffer; and

WHEREAS, staff would emphasize that the wetland buffer remain intact and that these lots be re-oriented outside of the wetland buffer or removed entirely; and

WHEREAS, the lots that abut the Big Woods preservation area will need to adhere to the 40 foot rear setback and provide a buffer where the public trails will access this area; and

WHEREAS, the developer will need to work with staff to identify sufficient trail accesses into the Big Woods preservation area; and

WHEREAS, in addition, there are wooded steep slopes through the central area of the proposed development area; and

WHEREAS, it will be important that lots abutting this area meet the required setbacks; and

WHEREAS, the developer will need to work with staff to develop a plan for the City to obtain the approximate 42 acre Big Woods area for preservation purposes; and

WHEREAS, parkland credit will be given for the areas of the Big Woods area that are usable; and

WHEREAS, the developer will need to work with staff to define the useable areas within the Big Woods area; and

WHEREAS, wetland areas, waterways, and steep slope areas are not eligible for parkland credit; and

WHEREAS, the City intends to pursue outside grants to obtain useable areas of the Big Woods preservation area that are outside of the area obtained through parkland credits; and

WHEREAS, because this development abuts three major roadways (i.e. Savanna Way, County Road 61, and Highway 212) it will be important in the preliminary submittal to address screening; and

WHEREAS, because this development abuts Highway 212, the developer will need to work with MNDOT to complete a noise study to identify the appropriate noise barrier necessary for the western edge of the development; and

WHEREAS, the sides facing these roadways will be required to implement landscaping, and/or berming, to ensure adequate screening and separation is provided between the homes; and

WHEREAS, the screening provided on Savanna Way should be consistent with the same screening done on the areas of Savanna Way that exist to the north of County Road 40 (aka. Big Woods boulevard); and

WHEREAS, prior to final platting, the applicant will need to work with City staff to determine which of the development costs are applicable and what those fees will be; and

WHEREAS, it should be noted that the stormwater pond, wooded steep slopes, and wetland will not factor into the parkland credit given; and

WHEREAS, sewer and water service is planned to extend as development proceeds from north to south through right-of-way purchased by the City in 2017 to extend Savanna Way south from the roundabout at County Road 40; and

WHEREAS, the developer is proposing to proceed with this development ahead of the City's planned natural progression of development; and

WHEREAS, the developer will be responsible to extend sewer and water service to the proposed development from its current location at the west terminus of Founders Path; and

WHEREAS, on February 9, 2022 the Planning Commission reviewed the development proposal and requested the developer explore including a tot lot in the southern area of the proposed development as these amenities are frequently provided in developments of this scale; and

WHEREAS, on February 9, 2022 the Planning Commission recommended approval to the City Council of the Frenz & Worm Properties Concept Plan for a 190-lot subdivision on 128 acres of land in the SW Chaska Growth Area (PC#2022-09); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves Frenz & Worm Properties Concept Plan for a 190-lot subdivision on 128 acres of land in the SW Chaska Growth Area (PC#2022-09), subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative (pgs 1-4), prepared by Stephen W. Gardner, Forestar Group, dated February 2, 2022
    b. Concept Sketch, prepared by Westwood, dated January 4, 2022
    c. Existing Conditions, prepared by Westwood, dated January 4, 2022
    d. Regional Context, prepared by Westwood, dated January 4, 2022
    e. Site Forces, prepared by Westwood, dated January 4, 2022
    f. Minnesota Wetland Conservation Act Notice of Decision (pgs 1-8), issued by the MN Board of Water and Soil Resources, dated January 26, 2022
2. Adherence with the City Engineer's Memo dated February 4, 2022.

3. Provision of a 60 feet Right of Way width for all local streets.
4. Adherence to the City's Boulevard Tree Policy and local street section design.
5. Provision of sidewalks on both sides of all local streets.
6. Provision of trail access points to the Big Woods preservation area.
7. Adherence to the following building setbacks:
    a. Front (house): 26 feet
    b. Rear: 20 feet
    c. Side: 5 feet
    d. Side (corner): 26 feet
    e. Wooded Steep Slopes: 50 feet building setback and 30 feet no grade/no mow setback
    f. Wetlands: 30 feet
    g. Savanna Way: 100 feet from centerline
    h. County Road 61: 150 feet from centerline
    i. Trunk Highway 212: 50 feet from the ROW line or 225 feet from the centerline, whichever is greater
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. Compliance with the City's anti-monotony and design requirements zoning ordinance (Section 9.28).
10. Provision that the wooded steep slopes and their applicable setbacks are delineated in the field and reviewed and approved by the Planning Department prior to preliminary submittal.
11. Preservation of the wooded steep slopes, including 30-foot buffer and a 50-foot setback from that wooded steep slope if present on site.
12. Provision of a wetland delineation report to be completed and provided at time of preliminary submittal.
13. Provision for preservation of wetlands and a 30-foot buffer.
14. Provision of a storm water management plan meeting City and Carver County WMO standards.
15. Provision that adequate maintenance accesses are provided for the stormwater ponds, and to be shown on the plans at preliminary submittal.
16. Provision that the City and Developer have entered into a Letter of Intent regarding transfer of property designated as open space and open space-preservation prior to preliminary submittal.
17. Provision for trail access points into the area designated as open space and open space-preservation.
18. Provision to further evaluate tree preservation efforts in the proposed development area of the site as directed in the Screening, Landscaping & Tree Preservation section of this report, and to be addressed at preliminary submittal.
19. Provision to meet the City's Boulevard Tree Policy.
20. Provision to complete a noise study as directed by MNDOT and to adequately address the outcomes of that study in the preliminary submittal.
21. Provision to provide adequate landscaping, berming, and buffering along Highway 212, County Road 61 and the Savanna Way collector extension, and to be addressed at preliminary submittal..
22. Provision that the leftover parcel on the south side of County Road 61 be served with utilities and platted as an outlot for future development.

23. Provision that all accesses onto County Road 61 are approved by Carver County prior to preliminary submittal.
24. Provision that access and sewer and water service to the neighboring Lano property is evaluated and defined prior to preliminary submittal.
25. Provision to provide examples of floor plans and elevations for the housing products that will be pursued.
26. Provision to further explore road access and utility connections to the Lano parcels at PIDs 300087200 and 300085300, and to be addressed at preliminary submittal.
27. Provision to show proposed City trails on the east side of Savanna Way, north side of Chaska Boulevard, and through the Big Woods areas, and to be shown on the preliminary plans.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 28th day of February, 2022.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

City of Chaska
Memorandum

To: **Planning Commission**
From: **Matt Clark**
Date: **February 9th, 2022**
Subject: **Frenz & Worm Properties Concept Plan**

The development represents a continuation of City's comprehensive planned residential development in the SW area of Chaska. The site is bordered to the west by Highway 212, to the south by Chaska Boulevard, to the east by currently undeveloped property guided for open space and low density residential, to the north by the recently acquired nearly 60-acre future City community park, elementary school site, and currently farmed property guided mixed residential.

Sewer and water utilities are currently not available to serve the property. The SW area comprehensive plan guides the sewer and water service being planned with the utility extensions that will occur with Founder's Path to be extended to meet the City-owned right of way for the Savanna Way that would continue south. Assuming the DR Horton development proceeds, the developer will need to extend sewer and water service southward through the City owned right of way for the Savanna Way extension to the Frenz property and subsequently to serve the proposed development.

In or to serve the portion of property south of the existing ravine a sewer lift station will be required. Depending on the timing of development occurring, sewer availability needs to be further evaluated for the Lano property adjacent east of the Worm property. The developer will need to work with the Lano family property to the east of the Worm property to determine whether sewer and water service could be provided to the property through this development.

Stormwater ponding is proposed throughout the development. Staff have requested the developer explore and evaluate opportunities to consolidate stormwater ponding to the extent possible as part of their preliminary process. Stormwater management for the development will be need to accommodate both development as well as the extension of the collector road which would be explored further with the preliminary layout process.
A stormwater management plan that accommodates the City and watershed stormwater management requirements, protecting steep slopes, tree preservation will be important with the site. Ponding areas for the development stormwater will need to be evaluated in detail along with routing and discharge so as to limit impacts to the bluff and ravine. The site and grading plan will need to accommodate dedicated outlot areas to allow for City stormwater maintenance activities. The ravine serves a sizeable drainage area and is an important part of routing of stormwater planned in southwest Chaska.

ONE CITY HALL PLAZA/CHASKA, MN 55318-1962/PH: (952) 448-2851/ FX: (952) 448-9300

Consistent with layout requirements that have been in place for some time, it is proposed the development plat all right-of-way to a sixty (60) foot width. The street section includes a thirty-two (32) foot wide street that allows parking on both sides, an eight-foot (8) wide planting boulevard on each side and a five-foot (5) concrete sidewalk on each side of the street. The collector road that is planned through the development requires an 80' right of way that will allows for a sidewalk and City trail with boulevards for trees.

The next step for the development to proceed would be a petition from the developer for the City to conduct a feasibility study for the Savanna Way (SouthWest) collector road street and utility improvements which will lay out the overall improvements needed for street and utility extensions, timing, as well as the total project costs.

Stephen W. Gardiner
Land Acquisition Manager, Minnesota
Great Plains Division

Frenz & Worm Properties

Concept Plan Narrative
02/02/22
Chaska, MN

EXISTING CONDITIONS

The nearly 128-acre site is bordered to the west by Highway 212, to the south by Chaska Boulevard, and to the north by the recently acquired 50 acre "Big Woods" city park and school site. The site is currently used for agricultural purposes and is located within Chaska city limits. The Chaska 2040 comprehensive plan shows these properties as being guided for Low Density Residential and Open Space use. Current zoning is listed as "O, Open Development".

The easterly portion of the Frenz Property contains approximately 42 acres of woodland that is not actively farmed. A deep ravine demarcates the south edge of the Frenz property and the north edge of the Worm property. A wooded slope also is present on the easterly portion of the Worm property, with significant topographic change towards the east. A tree survey has not been completed at this time for either property. The extent of trees that are anticipated to be preserved will be identified with the preliminary plat when grading can be further analyzed.

A wetland delineation was completed on the Frenz Property in fall 2021 and it was determined that there are 16 wetlands and 5 watercourses on the site. The wetlands range in size from 0.01 ac. to 1.57 acres. The current concept plan avoids the wetlands found within the wooded areas, with some unavoidable impact expected within the wetlands in the agricultural areas. A wetland permit will be completed as part of the preliminary approvals process once necessary grading is further defined.

A wetland delineation was completed on the Worm Property in late fall 2021 and it was determined that there are no wetlands and 1 watercourse on the site. The approval of this wetland delineation is expected in spring 2022.

PROJECT GOALS

The project goals include the following:

- Develop a healthy single-family neighborhood that is connected to the surrounding neighborhoods and seamlessly integrates into the City of Chaska and the surrounding proposed amenities (i.e., proposed park, new school property)

- Construct a development that is sensitive to the surrounding natural resources, including wetlands, ravines, and the Big Woods.
- Develop the land that allows for future downstream development needs of adjacent properties within the confines of the area's topography.
- Facilitate the completion of the city's goals of acquiring the Big Woods.

The Project is Consistent with Chaska's Mission Statement and Core Strategies
The Project is consistent with Chaska's mission to be the best small town in Minnesota. The Project will provide an increase in tax base and be a natural and orderly extension of the existing development to the north of the City-owned parkland. The Project will preserve the Big Woods and adjacent ravines, allowing them to be incrementally integrated into the City's adjacent parklands as funding becomes available.

The Project is aligned with the core strategies of the City, including the enhancement of Chaska's high-quality of life, by preserving open spaces and environmental amenities, including the Big Woods and adjacent ravines through the use of environmentally sensitive site design. The Project will further the goals of providing quality cost-effective services to taxpayers and ensuring orderly and well-planned community development by ensuring that the costs of utilities and ROW Extension will be borne by the future residents that are benefitted by the utility extensions. Forestar is committed to working with the City and adjacent landowners to enter into a joint assessment agreement to address those costs as the land becomes developed. The utilities will also be designed to anticipate the future development of the Frenz remnant parcel south of Chaska Boulevard as well as the contiguous land to that parcel on the west.

THE NEIGHBORHOOD

General Site Information
The proposed project consists of 190 single family lots with a typical lot size of 65 feet wide by 130 feet deep. Minimum setbacks are proposed to be consistent with those approved for other recent developments in Chaska: front setback of 26 feet, side setback of 5 feet, corner lot side setback of 26 feet and rear yard setback of 20 feet. Rezoning of the site is presumed to be processed as a Planned Residential Development (PRD) at the time of a preliminary plat application.

Approximately 42 acres of the wooded section of the Frenz property will be purchased by the City to preserve the Big Woods and the wooded ravines, expanding the existing park area just north of the Frenz property. Approximately 6 acres of the Worm property are also earmarked for city park expansion, encompassing the remaining wooded ravines and steep slope areas.

The neighborhood will be accessed from the planned alignment of Savanna Way thru the project, connecting the property to the north from CR 44 down to Chaska Boulevard, intersecting at the existing Mt. Hope Road intersection. Timing and construction of Savanna Way is still in discussions with staff and adjacent landowners. This collector road will also bring utility service to the property. No driveways are proposed along Savanna Way. Other local streets create a

flowing neighborhood layout that service the planned homesites. An additional access connection to Chaska Boulevard is indicated near the current Worm driveway location.

No neighborhood parks are planned for the site, given its proximity to adjacent public parks.

Project Phasing
The project will be developed in 2 phases beginning from the north with the following tentative dates:

- 2022-2024: Phase 1 will include development of the Frenz Property located north of the ravine.
- 2023-2025: Phase 2 will include that portion of the Frenz Property south of the ravine and the Worm Property, along Chaska Boulevard

Layout
There are several site conditions that were reviewed and considered in the conceptual layout. These include:

- Site Access. As envisioned in the Chaska comprehensive plan, Savanna Way will be the collector route thru the project and provide important connections within the city.

- Existing Terrain and Ravines. The majority of the site naturally drains to the central ravines and ultimately off-site to the East and South. It is this feature that greatly influenced the design of the street system and placement of the homesites. The design takes advantage of this feature by providing most of the homes with desirable views of either the preserved ravines, wetland areas, or ponds.

- Tree Preservation. The expansive woodland located in the NE area of the site is a key environmental feature that the city envisioned as public open space. The site layout protects the great majority of this wooded area and the numerous pocket wetlands found there, concentrating most of the development within the agricultural areas of the site.

- Utilities. Water & sewer will be brought to the site via the extension of Savanna Way. The site's layout is influenced by the extension of these utilities. The site is currently divided into two separate sewer districts – "H-2 and S-1", generally defined by the existing central ravine. We will continue to work with city staff to determine how and when utilities can be brought to service the project. At this stage, per feedback from City of Chaska staff meetings, a sanitary sewer lift station may be needed to serve the periphery of the site. The location and size of the lift station if necessary, will be determined through further meetings with staff and be incorporated into the plans prior to the submission of the Preliminary Plat Application.

Architecture/Builder
Once the project is approved, Forestar will select a home builder for project. Forestar is a majority-owned subsidiary of national home builder DR Horton. If DR Horton is selected as the

builder, the home exteriors, floor plans and pricing will be similar to homes in the nearby Sagewood development. The proposed homes will be 1-2-story single-family designs. Each floor plan will have multiple elevation options, which will create variety throughout. Final Builder selection is anticipated to occur prior to the start of Land Development and is subject to the City of Chaska's approval.

On behalf of Forestar, I look forward to hearing comments from the Neighborhood, Planning Commission and City Council as we move toward the next stage in the approval process.

Respectfully Submitted,

Stephen W. Gardiner
Forestar Real Estate Group, Inc
612.581.8940

4893-9097-9848, v. 1

Regional Context



Westwood

Phone (952) 937-5150
Fax (952) 937-5822
12701 Whitewater Drive
Minnetonka, MN 55343

Westwood Professional Services, Inc.

FORESTAR

01/04/2022 0031046

Frenz / Worm Properties
Chaska, MN

Existing Conditions



SITE DATA: FRENZ

Gross Site Area:	105.7 ac
-Delineated Wetlands:	6.2 ac
-Wooded Ravines:	12.4 ac
Net Res. Site Area:	87.1 ac

CONCEPT DATA: WORM

Gross Site Area:	22.0 ac
-Delineated Wetlands:	0 ac
-Wooded Ravines/slopes:	4.6 ac
Net Res. Site Area:	17.4 ac

Aerial Photography from the State of Minnesota; Topography from State LiDAR

Westwood

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Westwood Professional Services, Inc.

FORESTAR

01/04/2022 0031046

Frenz / Worm Properties
Chaska, MN

Site Forces



Westwood

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Westwood Professional Services, Inc.

FORESTAR

01/04/2022 0031046

Frenz / Worm Properties
Chaska, MN

Concept Sketch

CONCEPT DATA: FRENZ

Gross Site Area:	105.7 ac
-Remnant Parcel (south):	2.3 ac
-Park:	10.0 ac
-Preserved Woods:	32.2 ac
-Delineated Wetlands: (Outside park/ preserve area)	3.2 ac
-Collector R/W:	3.8 ac
-Wooded Ravines: (Outside park / preserve area)	2.4 ac
Net Res. Site Area:	51.8 ac
Ponding/Open Space: (Includes wet buffers, ponding areas, net wet, ravines & park)	6.2 ac
Net Developed Res. Area:	45.6 ac
Proposed 65' SF Lots:	144 lots

CONCEPT DATA: WORM

Gross Site Area:	22.0 ac
-Estimated Wetlands:	- ac
-Wooded Ravines/slopes:	6.1ac
Net Res. Site Area:	15.9 ac
Ponding/Open Space: (Includes ponding areas & non wooded slopes, net ravines & park)	2.7 ac
Net Developed Res. Area:	13.2 ac
Proposed 65' SF Lots: (Includes * partial lots overlapping Frenz)	46 lots
Overall Gross Density: (46 un / 22 gross resid. acres)	2.1 un/ac
Overall Net Density: (46 un / 15.9 net resid. site area)	2.9 un/ac

Aerial Photography from the State of Minnesota; Topography from State LiDAR



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FORESTAR

01/04/2022 0031046
rev 02/01/2022

Frenz / Worm Properties
Chaska, MN

Carver County
Public Works
11360 Highway 212, Suite 1
Cologne, MN 55322

February 18, 2022

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

Re: Development / Access Review Comments: Frenz/Worm Properties Concept Plan located on two parcels including PIDs #300070700 and 300071000 adjacent to County State Aid Highway (CSAH) 61 (Chaska Blvd.)

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

1. Regarding access onto the County Highway –
    a. This development meets the threshold for the requirement of a Traffic Impact Analysis (TIA) based on the number of proposed units. The purpose of the TIA is to analyze traffic impacts, safety, and operations at the intersections to the County highway of CSAH 61/Mt. Hope Rd. and CSAH 61/New Street proposed approximately 0.22 miles east of the CSAH 61/Mt. Hope Rd. intersection. See the attachment titled Appendix A: Traffic Impact Analysis Process for requirements. Based on TIA findings, County may impose reasonable conditions to mitigate development driven traffic impacts at these intersections.
    b. The County's Access Spacing Map in the 2040 Comprehensive Plan (Figure 4.14) identifies this segment of CSAH 61 as Category 7, which defers access guidance to adopted corridor study – CSAH 61/TH 41 Corridor Study (2018). The relevant pages from the study are attached (Link to adopted study; see pages 26-28).
        i. The CSAH 61/Mt. Hope Rd. intersection is planned as a future full access intersection to accommodate a future collector roadway serving the area north of CSAH 61. Figure 19 identifies intersection improvements including turn lanes and the addition of a median on CSAH 61.
            1. County conditions for development driven intersection improvements associated with access permit approval of a new local roadway connection in this location will consider TIA findings and consistency with Corridor Study vision.
        ii. The Corridor Study identifies two options for access between CSAH 61/Mt. Hope Rd. and CSAH 40. Option 1 (Figure 20) includes the realignment of the CSAH 61/Lano Ln. intersection to remove the existing intersection skew, but it does not allow for a future roadway or additional access connection to serve the properties on the north side of CSAH 61. With Option 1, no new roadway access would be

CARVER COUNTY

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allowed on CSAH 61. Option 2 (Figure 21) was developed as the full access concept to serve properties on the north and south sides of CSAH 61 and includes the realignment of the CSAH 61/Lano Ln. intersection on the south side of CSAH 61.

iii. If an additional access point is requested on CSAH 61 to serve the subject parcels on the north, the proposed access location needs to be consistent with Option 2 (Figure 21) of the adopted CSAH 61/TH 41 Corridor Study.

1. Shift the proposed CSAH 61/New Street intersection east approximately 400 ft. from the existing driveway on PID# 300071000. The TIA will need to analyze the specific access location for sight distance, safety, and operation needs.

2. Preserve right of way for a public road connection to serve future development and redevelopment of the properties directly east of the proposed development including PID#s: 300085300 & 300087200. No additional future access to CSAH 61 will be granted to serve these properties.

3. Further coordination with the City of Carver is needed to plan for the realignment and relocation of the Lano Ln. intersection to align with the southern leg of the proposed new street connection on CSAH 61. TIA will need to analyze the impact of potentially both the new street connection and Lano Ln. intersections operating for an interim timeframe and access restrictions could be considered to the new street connection in order to mitigate safety or operational concerns.

4. Turn lanes on CSAH 61 are part of the Corridor Study concept for this intersection. County will consider TIA findings in conjunction with the Corridor Study for recommended development driven intersection improvements associated with access permit approval of a new local roadway connection in this location.

2. Regarding highway right of way

a. CSAH 61 at this location is a 2-lane undivided roadway facility, with the majority of the segment having rural ditches and a small segment urbanized with curb and gutter. There are currently no trail or sidewalk facilities. The existing total right of way varies and is approximately 100 ft.+ from centerline adjacent to PID#300070700 and 60 ft. from centerline adjacent to PID #300071000.

b. The County's 2040 Comprehensive Plan (Figure B.6) identifies typical section widths for existing and future County highway facilities. The planned future typical section for this highway, per Corridor Study, is for a 2-lane divided urban roadway, which requires at least 55 ft. from centerline for the roadway and 10 additional feet, or 65 ft. from centerline, for any future trail or sidewalk facility needs. The Corridor Study identifies a local trail along the north side of CSAH 61.

i. Dedicate an additional 5 ft. of right of way along PID# 300071000 for a total of 65 ft. from centerline.

c. Noise mitigation along CSAH 61 is recommended via increased setback, berm, and/or

other screening of planned dwellings adjacent to CSAH 61.

3. Regarding drainage and erosion

   a. Drainage and erosion concerns in this area need to be reviewed and mitigated. Plans need to be consistent with the existing comprehensive drainage study completed for this area in 2017, which includes ponding and significant storm sewer on CSAH 61. Options from the study for erosion control should be coordinated for consistency with site development.

4. Regarding final approvals and required permits -

   a. The County will need to review and approve the final grading plans for properties adjacent to CSAH 61. A grading permit will be required for grading work within the highway right of way.

   b. Access permits will be required for new public street connections to CSAH 61.

   c. The technical details of the final plat, its boundaries and form(s) will need to be reviewed and approved by the County Surveyor.

   d. Prior to any work affecting or on County highways or in County right of way, the applicant shall coordinate plans with the County Engineer and obtain a Utility, Access, or Excavating/Filling/Grading Permit(s) from Carver County Public Works: (www.co.carver.mn.us/departments/public-works/quick-links/permits). Final details of locations, grades, and profiles affecting County roads as well as any utility connections will need to be reviewed and approved prior to any permits.

   e. Any damages, modifications, or changes incurred on County highways from current or approved conditions will need to remedied or updated at development expense, including costs incurred by the County.

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

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

REQUEST FOR ACTION
CHASKA CITY COUNCIL
02/28/2022

Subject: **Chaska Tech Center - Chaska Building Center Phase III – Concept Plan**

Applicant: Amcon Construction

Location: 2930 Chaska Boulevard; East of Formacoat site and west of Fire Lane

Case No.: P.C. No. 2022-11

Synopsis: The applicant is requesting approval of the Concept Plan (Phase III) of the Chaska Building Center redevelopment

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution

BACKGROUND

In May of 2010, the Concept Plan was reviewed for the redevelopment of the entire Chaska Building Center site, along with approval of the Preliminary Plat. At this time, staff recommended approval of the two westerly lots (Klingelhutz site) of the Concept Plan and approval of the Preliminary Plat, but staff recommended postponing the discussion on the easterly portion of the site (remaining vacant sites) until a more solid development plan was proposed. The City Council voted to approve the Preliminary Plat and table the discussion for the eastern half of the site pending the completion of the Downtown Master Plan, which will serve as a redevelopment guide for the area. In August and October of 2011, the Preliminary and Final Site/Building Plans for the western half of the project were approved.

In June of 2018, the Formacoat project, middle lot of the Chaska Building Center site, was approved for Preliminary Site and Building Plan, Preliminary Plat, and Rezoning (PMD-21). In July of 2018, the Final Site and Building Plan and Final Plat were approved. The plats and rezoning included the easterly lot next to Formacoat. Tonight we are looking at approving the remaining easterly lot of the Chaska Building Center site.

Project Goals

The identified goals for this project include the following:

- To provide affordable spaces for startup businesses that grow into larger firms that create new industries and technologies.
- To provide affordable spaces for home business that are growing into a small business and a main source of income for the owners and families.
- To provide affordable spaces in Chaska that can compete with other cities that provide the same opportunities for startup business.

- To provide an attractive and professional business environment for emerging businesses in the local and surrounding community. This will be a building the tenants are proud to occupy and proud to have customer's visit.

ZONING & DOWNTOWN MASTER PLAN
Currently, the site is zoned PMD-21 (Planned Multi-Use District No. 21). The zoning was put in place during the Formacoat project. The use proposed fits with this zoning district.

In January of 2012 the Downtown Master Plan was approved. The area in question tonight is defined in this plan as the 'East Chaska Boulevard District' and a redevelopment site. In order to encourage the concentration and viability of healthy commercial businesses in downtown Chaska and provide opportunities for job growth near downtown, this district is envisioned to transition to more of an employment center. It is specifically guided toward a mix of business park uses, such as light industries, offices, research and development services, and medical. The goal is to increase the diversity and concentration of jobs within the downtown area.

EXISTING CONDITIONS
The site is located on the north side of Chaska Boulevard, between the Formacoat site and Fire Lane. The site is 3.72 acres and is vacant. The parcel is currently owned by the City of Chaska, however, Amcon Construction will be the primary owner once a purchase agreement is solidified.

CURRENT REQUEST
The applicant, Amcon Construction, is requesting Concept Plan approval for the construction of a multi-tenant office/warehouse/quasi-retail building totaling approximately 41,000 square feet in size and roughly 23 feet in height. This facility will be a 25-tenant building ranging in size from 1,320 to 2,460 square feet per tenant space.

The tenants anticipated are typically small, emerging businesses that don't require a lot of space. Most of these companies are transitioning from working out of their homes or even self-storage spaces, and are in need of larger spaces. The tenants this building is targeted for will range in uses including plumbing contractors, manufacturer's showroom, auto restoration, environmental companies, flooring distribution and installation, small parts manufacturer, on-line retailers (e-tailer), dry wall contractor, aviation equipment, repair personnel, dance studios, etc. These tenants will not include uses with outside storage or overnight parking needs; e.g. auto repair, towing, and car rental.

Adjacent properties
The new building's site is bounded on the south by Chaska Boulevard/CR 61; the north by East Chaska Creek and a City trail; the east by Fire Lane and Cuzzy's; and the west by the Formacoat site.

Site Layout
The site is situated on the east side of the Chaska Building Center site. The building is also situated in the middle of the site with parking circulating around it. It is a U-shaped building so loading and additional parking will be oriented within the internal portion of the building's layout. The front of the building will face south (toward Chaska Boulevard),

with loading area in the rear internal area (north). The front of the building will line up similarly to Formacoat's building to the west. Access to the site will be gained from Fire Lane from two points of access; one aligned with Cuzzy's access, and one on the northeast side to provide truck access.

Building Location/Design
The building is U-shaped and will be one-story tall (approximately 23 feet in height). The building will total approximately 41,000 square feet and provide roughly 25 total tenant spaces. The front of the building will face the south toward Chaska Boulevard.

The front (south, west and east sides) of the building will contain mostly storefronts with front doors and windows. There will be 4 visible overhead doors as well; two oriented on both the east and west facades. The applicant states these four overhead doors will be used for flex, quasi-retail space. The other overhead doors will be oriented towards the rear (interior) of the building so that they will be effectively screened from view.

The proposed building will be constructed with masonry/stone base, EIFs siding, glass, rock faced block, overhead metal doors, and fabric awnings.

The City of Chaska has certain building design and material requirements for industrial buildings. A portion of it is stated as follows:

"Industrial and warehouse buildings shall use at least two (2) different Class I materials and shall be composed of at least thirty (30) percent Class I material, and at least one (1) Class II materials and be composed of at least thirty (30) percent Class II materials; and not more than forty (40) percent of Class III materials."

	Chaska Tech Center Building Materials
Class I	Masonry (Full Face Brick) and Glass (% unknown)
Class II	EIFs, Rock Faced Block (% unknown)
Class III	None
CLASS I REQUIRED	30%; two different materials
CLASS II REQUIRED	30%; one material
PROVIDED	Unknown

The applicant will have to provide in the preliminary how they meet the Building Design and Materials ordinance for industrial buildings.

An item of note is the brick or masonry to be used. The elevations indicate that the masonry used will be a masonry veneer. In order to be classified as a Class I material, the brick needs to be a full modular face brick. Or if stone is used it must be a natural

stone. The applicant will have to indicate that on their elevation plans in the preliminary submittal.

The overall building appears to provide some variety in the planes with the use of bump-outs and roof gables. The location of this building is important as it represents a gateway into Downtown Chaska. Because of this it is important that the building design is qualitative and compatible with its context. Staff would advise the applicant to further explore additional design elements on the building that could help enhance it even further. This shall be addressed during their preliminary submittal.

The colors proposed between the masonry and EIFS are very similar (i.e. cream), and thus providing more contrast between those two materials could provide more depth to the building's design. Staff would require that the applicant explore color variations in the preliminary submittal.

Additionally, because this building will be a multi-tenant building with multiple storefronts, it will be important that the front doors used on the west, south and east facades are decorative, or provide for some interest (i.e. glazing and paneling). Plain, gray, metal doors do not appear to fit in with the rest of the building, nor provide an articulated front façade. The same can be said for the four overhead doors on the west and east facades. These doors, since they will be highly visible, shall also be decorative. The applicant will be required to provide for more decorative front doors and overhead doors that are oriented on the west, south and east facades during their preliminary submittal.

Setbacks
The required setbacks for the site are as follows:

BUILDING SETBACKS	
Direction	**Setback**
Chaska Boulevard	100 feet from centerline
East Chaska Creek	50 feet from edge
North Property Line	20 feet
Interior Property Lines	15 feet

PARKING SETBACKS	
Direction	**Setback**
ROW	10 feet
East Chaska Creek	50 feet from edge
Interior Property Lines	5 feet

Parking/Access/Circulation
142 parking spaces (87 initial installation; 55 proof of parking) are proposed as a part of this project. The following chart summarizes the overall parking demand on the site, based on the approximated sizes of the conceptual uses.

Uses	Approx. Size	Code Req.	Est. Parking Req.
Manufacturing	40,903 sf	1ps/350sf	117 parking spaces
		REQUIRED	**117 parking spaces**
		PROVIDED	**142 parking spaces**

According to this table the applicant is meeting the required amount of parking spaces needed for the use of the site.

The access into the site will be from two accesses off of Fire Lane; one will be access for a truck lane, and one will be an employee access that aligns with the Cuzzy's site. A truck lane is oriented on the north side to line up with Formacoat's truck lane and provide access out to Fire Lane. This truck lane needs to be at least 24 feet wide. A cross access easement exists over Formacoat's site, and the same will be required for the Chaska Tech Center.

The site is also showing an access that connects to the Formacoat site on the southwest portion of the site. It should be noted that this access point is not necessary since this site will have adequate access on Fire Lane. If Formacoat approves this access point then it can stay, but from staff's standpoint it is not necessary.

Cross access easements will be required across this site to allow for the adjoining sites to have the ability to use the Fire Lane truck access. These easements will need to be recorded at time of final plat recording.

Landscaping
The table below indicates the landscaping requirements for this site and how the applicant meets or does not meet them:

LANDSCAPING REQUIREMENTS & PROPOSED		
	Required	**Proposed**
Overstory Trees	128 caliper inches (47 trees)	unknown
Understory Trees	12	unknown
Shrubs	137	unknown

The applicant will have to show in their preliminary submittal how they meet these requirements.

Planting islands will be required in the parking lot areas. The planting islands will need to take up at least 10% of the total parking area and be at least 10 feet wide. This will need to be shown on the landscape plan at preliminary submittal.

Lighting
Any lighting proposed for this plan should be fully screened and face downward. The applicant will have to show in their preliminary submittal how they meet the City's lighting ordinance.

Utilities
Water and sewer are available to serve this site.

Stormwater
The applicant will work with the City to determine the drainage necessities for the site.

Deadline for Agency Actions
The City of Chaska received the complete application for this request on Wednesday, January 26, 2022. Pursuant to Minnesota State Statutes the City must act on this request by Sunday, March 27, 2022 (60 days), however the City can provide the petitioner with written reasons for an additional 60-day review period, which would extend to a deadline of **Thursday, May 26, 2022 (120 days)**. The City may with the petitioner's consent extend the review period beyond the Thursday, May 26, 2022 date. Lastly, if the City denies the petitioners request "… it must state in writing the reasons for the denial at the time it denies the request."

PLANNING COMMISSION ACTION TAKEN 02/09/2022:
Motion to recommend approval to the City Council of the Concept Plan for Phase III of the Chaska Building Center (Chaska Tech Center), subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative, submitted by Amcon Construction, dated January 25, 2022.
    b. Existing Conditions Plan (pg A105), submitted by Amcon Construction, dated January 25, 2022
    c. Site Forces Exhibit (pg A102), submitted by Amcon Construction, dated January 25, 2022
    d. Site Plan (pg A100), submitted by Amcon Construction, dated January 25, 2022
    e. Perspective (pg A302), submitted by Amcon Construction, dated January 25, 2022
    f. Elevations (pg A301), submitted by Amcon Construction, dated January 25, 2022
    g. Floor Plan (pg A101), submitted by Amcon Construction, dated January 25, 2022
2. Adherence with the Engineers Memo dated February 9, 2022.
3. Compliance with the County Memo dated February 2022.
4. Provision/modification of any drainage and utility easements as required by the City Engineer in the course of his review.
5. Provision of easements for the private drives (vehicular cross access easements) and utilities (utility easements) that service this lot, to be recorded with the plat.
6. Coordination with the City Engineer with regard to utilities, grading and drainage.
7. Installation of all site lighting at a 0 degree angle with the light source fully concealed.
8. Provision of a material board to be submitted at preliminary submittal.
9. Utilization of modular face brick or natural stone as a Class I material.

10. No exterior storage will be permitted.
11. Provision of the required 50 feet setback from the edge of the top of the creek bank to all buildings and impervious surfaces.
12. Provision of hydrant placement needs to accommodate City standards for hydrant placement and fire code standards.
13. Provision to submit Utility and Site Plan As-Builts prior to issuing a building permit.
14. Any and all building signage shall be submitted separately, meet the sign ordinance, and shall obtain sign permits prior to installation.
15. Provision that signage for all tenants to use similar signing methods and design.
16. Provision of a sign plan to be submitted at preliminary.
17. Provision of a storm water management plan meeting City and Carver County WMO standards.
18. Compliance with applicable zoning requirements, in particular Section 15.28 (Special Regulations).
19. Provision that all mechanical equipment will be fully screened from view.
20. Compliance with Section 15.28.120 Building Design/Materials and Site Design.
21. Provision to further explore more building design elements in line with the context of downtown Chaska, and to be addressed at preliminary submittal.
22. Coordination with Electric Department on service locations.
23. Elimination of un-used driveway accesses on Chaska Boulevard or Fire Lane prior to issuance of a Building Permit.
24. Final Plat to list City of Chaska as a part of the plat.
25. Provision to provide accesses into the site consistent with Carver County's guidance and requirements.
26. Provision of sidewalks to be added to the right-of-way for Fire Lane, and to be shown at preliminary submittal.
27. Provision of decorative front doors and overhead doors on the west, south, and east facades, and to be shown on the elevations and as specs at preliminary submittal.
28. Elimination of the southwesterly access point into the Formacoat site, and to be shown on the plans at preliminary submittal.
29. Provision that planting islands are provided in the parking lot areas that meet Section 15.28.070.E.4 and to be shown on the landscape plans at preliminary submittal.
30. Provision of a truck lane on the north side of the site to be at least 24 feet wide.
31. Provision of a truck turning exhibit to be submitted at preliminary.
32. Provision of irrigation for the landscaped and sodded areas of the site.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2022-17 approving the Concept Plan for Phase III of the Chaska Building Center (Chaska Tech Center) (PC #2022-11).

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE 02/28/2022 RESOLUTION NO. 2022-17

MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER

Resolution approving the Concept Plan for Phase III of the Chaska Building Center (Chaska Tech Center) /Amcon Construction/PC #2022-11

WHEREAS, the applicant, Amcon Construction, is requesting Concept Plan approval for the construction of a multi-tenant office/warehouse/quasi-retail building totaling approximately 41,000 square feet in size and roughly 23 feet in height; and

WHEREAS, this facility will be a 25-tenant building ranging in size from 1,320 to 2,460 square feet per tenant space; and

WHEREAS, the tenants this building is targeted for will range in uses including plumbing contractors, manufacturer's showroom, auto restoration, environmental companies, flooring distribution and installation, small parts manufacturer, on-line retailers (e-tailer), dry wall contractor, aviation equipment, repair personnel, dance studios, etc; and

WHEREAS, these tenants will not include uses with outside storage or overnight parking needs; e.g. auto repair, towing, and car rental; and

WHEREAS, access to the site will be gained from Fire Lane from two points of access; one aligned with Cuzzy's access, and one on the northeast side to provide truck access; and

WHEREAS, the proposed building will be constructed with masonry/stone base, EIFs siding, glass, rock faced block, overhead metal doors, and fabric awnings; and

WHEREAS, the elevations indicate that the masonry used will be a masonry veneer; and

WHEREAS, in order to be classified as a Class I material, the brick needs to be a full modular face brick, or if stone is used it must be a natural stone; and

WHEREAS, staff would advise the applicant to further explore additional design elements on the building that could help enhance it even further; and

WHEREAS, the colors proposed between the masonry and EIFS are very similar (i.e. cream), and thus providing more contrast between those two materials could provide more depth to the building's design, and staff would require that the applicant explore color variations in the preliminary submittal; and

WHEREAS, because this building will be a multi-tenant building with multiple storefronts, it will be important that the front doors used on the west, south and east facades are decorative, or provide for some interest (i.e. glazing and paneling); and

WHEREAS, the same can be said for the four overhead doors on the west and east facades, and these doors, since they will be highly visible, shall also be decorative; and

WHEREAS, a truck lane is oriented on the north side to line up with Formacoat's truck lane and provide access out to Fire Lane; and

WHEREAS, this truck lane needs to be at least 24 feet wide; and

WHEREAS, a cross access easement exists over Formacoat's site, and the same will be required for the Chaska Tech Center; and

WHEREAS, planting islands will be required in the parking lot areas, and the planting islands will need to take up at least 10% of the total parking area and be at least 10 feet wide; and

WHEREAS, any lighting proposed for this plan should be fully screened and face downward; and

WHEREAS, on February 9, 2022 the Planning Commission recommended approval to the City Council of the Concept Plan for Phase III of the Chaska Building Center (Chaska Tech Center) (PC#2022-11); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Concept Plan for Phase III of the Chaska Building Center (Chaska Tech Center) (PC#2022-11), subject to the aforementioned stipulations and following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative, submitted by Amcon Construction, dated January 25, 2022.
    b. Existing Conditions Plan (pg A105), submitted by Amcon Construction, dated January 25, 2022
    c. Site Forces Exhibit (pg A102), submitted by Amcon Construction, dated January 25, 2022
    d. Site Plan (pg A100), submitted by Amcon Construction, dated January 25, 2022
    e. Perspective (pg A302), submitted by Amcon Construction, dated January 25, 2022
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8. Provision of a material board to be submitted at preliminary submittal.
9. Utilization of modular face brick or natural stone as a Class I material.
10. No exterior storage will be permitted.
11. Provision of the required 50 feet setback from the edge of the top of the creek bank to all buildings and impervious surfaces.
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30. Provision of a truck lane on the north side of the site to be at least 24 feet wide.
31. Provision of a truck turning exhibit to be submitted at preliminary.
32. Provision of irrigation for the landscaped and sodded areas of the site.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 28th day of February, 2022.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

City of Chaska
Memorandum

To: **Planning Commission**
From: **Matt Clark**
Date: **February 9, 2022**
Subject: **Chaska Tech Center Concept Plan**

Development of the site has been planned for some time and the items that need to be further explored involve coordination with Carver County and City staff with right of way for future improvements that are planned to CSAH 61. Fire Lane will continue to operate as a full access off of County Road 61 however right of way preservation along Fire Lane will need to be considered for providing with boulevard sidewalk connections. Sanitary sewer and water main utilities currently exist along Fire Lane that provide adequate capacity to service the planned use. The City's stormwater management guidelines will be required over the site along with coordination with the Lower Minnesota Watershed District.

ONE CITY HALL PLAZA/CHASKA, MN 55318-1962/PH: (952) 448-2851/ FX: (952) 448-9300

Carver County
Public Works
11360 Highway 212, Suite 1
Cologne, MN 55322

February 22, 2022

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

Re: Development / Access Review Comments: Chaska Tech Center Concept Plan located at PID #301880020 adjacent to County State Aid Highway (CSAH) 61 (Chaska Blvd.)

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

1. Regarding access –
    a. No direct access to CSAH 61 is proposed. Additional County review and approval will be required if this condition changes.
    b. An access into the site is proposed on Fire Ln. approximately 125 ft. from the CSAH 61 curb line. County recommends removing this access or moving as far northwest as possible away from the intersection of CSAH 61/Fire Ln. and the approaching turn lanes. This will benefit the long-term plan for Fire Ln. to connect north by preserving space at the intersection for future turn lanes and better safety and operational capacity.
2. Regarding highway right of way –
    a. CSAH 61 at the subject location west of Fire Ln. is a 2-lane undivided roadway facility with a rural ditch on the side adjacent to the subject property and urban curb and gutter on the southeastern side of the highway. There are no trail or sidewalk facilities. The existing right of way is approximately 57 ft. from the centerline of the roadway adjacent to the subject property.
    b. The County's 2040 Comprehensive Plan (Figure B.6) identifies typical section widths for existing and future County highway facilities. The planned typical section for CSAH 61 in this location, per adopted CSAH 61/TH 41 Corridor Study (2018), is a 2-lane divided urban roadway with a trail on the northwest side of CSAH 61 adjacent to the subject parcel. The minimum right of way dedication for this type of planned highway facility with a trail on one side is 65 ft. from centerline. The existing 57 ft. of right of way plus the drainage and utility easement dedication is adequate for only highway traffic purposes.
        i. If the City of Chaska intends to have a trail or sidewalk along the northwest side of CSAH 61, the County recommends that the City require dedication of an additional 8 ft. of right of way for a total of 65 ft. from centerline or easement preservation for this type of facility in the future.

CARVER COUNTY

3. Regarding final approvals and required permits -

   a. The County will need to review and approve the final grading plans for properties adjacent to CSAH 61. A grading permit will be required for grading work within the highway right of way.

   b. Prior to any work affecting or on County highways or in County right of way, the applicant shall coordinate plans with the County Engineer and obtain a Utility, Access, or Excavating/Filling/Grading Permit(s) from Carver County Public Works: (www.co.carver.mn.us/departments/public-works/quick-links/permits). Final details of locations, grades, and profiles affecting County roads as well as any utility connections will need to be reviewed and approved prior to any permits.

   c. Any damages, modifications, or changes incurred on County highways from current or approved conditions will need to remedied or updated at development expense, including costs incurred by the County.

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

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

01.25.2022

Elizabeth Hanson AICP
City Planner
Chaska City Hall
One City Hall Plaza
Chaska, MN 55218

Re: Chaska Tech Center
New Building Narrative Revised
Chaska, Minnesota

Dear Elizabeth

As requested, below is a revised brief narrative of the proposed building design, image, and material section for the proposed new Chaska Tech Center located at 2930 Chaska Blvd. The attached application and associated materials is for the Concept Plan Review. The information is based on the enclosed site plans, floor plans, renderings, and elevations.

BACKGROUND FOR CHASKA PROJECT

Lariat Companies, Inc. was formed in 1989 by owner and founder, Ed Flaherty. He has a significant business background that includes starting four companies that grew to over $100M in sales. Applebee's and Rapid Oil Change are companies that Ed started which you would recognize.

As part of his investment strategy, he started Lariat as a family office and real estate company. In 1990 he purchased 40+ acres around the Eden Prairie Center. He built that out over a period of 10 years (all speculative buildings) and owns and manages seven buildings today on that land. Lariat has been a long-term owner of real estate and has mostly done speculative development as an owner and rehab/turnaround of troubled real estate. Currently, lariat owns and manages approximately 1M square feet of retail, industrial, commercial office-warehouse and self-storage. All of this real estate is located in Minnesota! Lariat does not own any residential real estate.

As a small business owner, Ed has seen the need for commercial small tenant space and is now creating a number of projects addressing this need.

Most office/warehouse for lease space starts at 5,000 square feet and increases from there. That size space is too large for emerging business.

Current Lariat projects include buildings in Waconia, Coon Rapids and here in Chaska. There are two buildings in Waconia; one building is 12,000 square feet, one building is 9,000 square feet and a third building will be built in the spring with 8,000 square feet. The Coon Rapids and this Chaska project are in development. There are also two buildings in Bloomington near the Mall of America. The tenant mix in Waconia includes the following uses: plumbing contractor, manufacturer's rep/showroom, auto restoration, environmental company, flooring distribution and installation, small parts manufacturer, on-line retailer (e-trailer), dry wall contractor, aviation equipment, repair and sales and disaster repair contractor.

All of these tenants, but one, came out of operating in their home and/or self-storage spaces!

We also have two buildings in Bloomington which have larger bays (2,200 – 2,800 square feet). The tenant mix in these two buildings include granite showroom and fabricator, internet contractor, kitchen cabinet showroom and distributor, apparel goods wholesaler and retailer, printer, small parts manufacturer, CPA, Hispanic spice distributor, T-Shirt screen printer, overhead garage door company, photographer, industrial tool repair and distributor, HVAC contractor, audio visual contractor and distributor, and orthopedic appliance fabricator and repair.

Most of these business in Bloomington were mature enough they just needed larger space.

Lariat has developed management systems that allow us to manage these small users efficiently and effectively

With the "GIG" economy claiming 25% of Americans have a side business or "GIG" and the younger generation expecting to have up to a dozen jobs in a lifetime, the days of a person working for one larger company is less likely. The younger generation have unfavorable attitudes towards large companies and hence some of the impetus to the "GIG".

This sea change in our economy is creating demand for this type of space. Since a lot of larger real estate development is driven by well capitalized developers and contractors, they view these smaller tenants as poor credit risks and a hassle.

Ed started his career and first business in an apartment in 1970. Ed has grown these businesses through the years and has many start-ups business. Ed has never lost sight of those early years of struggle, he has also been inducted into the Minnesota Business Hall of Fame at the University of Minnesota and have been noted as an important entrepreneur in Minnesota business.

GENERAL

This project will be a speculative development funded with our own cash. No bank debt will be incurred and there will be no pre-leasing requirements.

This facility will be a 25-tenant building of spaces ranging in size from 1,320 to 2,460 square feet. The "sweet spot" is approximately 1,500 square feet. We expect the majority of tenants to come from the local and nearby communities. We will be very selective of tenancy. We will not accept tenants with outside storage or overnight parking needs, e.g., auto repair, towing and car rental. We would not exclude light auto use, e.g., car stereo, window tinting and auto glass.

In the uses we have identified above, some are what we might consider "quasi-retail" – home goods are a good example. Other examples of uses we might consider are as follows: dance studio, music studio, and sports training facility. There is a wide variety of users possible and if a tenant needs "retail store frontage", it is very easy to replace the overhead door with glass windows and a door to create a store front! In every case, we will evaluate parking needs, traffic flow and hours to make a determination as to acceptable use. Use needs to be complimentary and parking needs to be managed! We have discovered our facilities create a "small business community". The owners trade with each other, support each other and in some cases, with our help, swap spaces as needs change.

The new building will be 40,903 square feet.

The "U" shaped building configuration enables all but four overhead doors to be out of sight with access to the space through the center court of the "U" and the garage doors screened from view. We see the four garage openings being flex space for quasi-retail.

GOALS

1.To provide affordable spaces for startup businesses that grow into larger firms that create new industries and technologies.

2. To provide affordable spaces for home business that are growing into a small business and a main source of income for the owners and families.

3. To provide affordable spaces in Chaska that can compete with other cities that provide the same opportunities for startup business.

4.To provide an attractive and professional business environment for emerging businesses in the local and surrounding community. This will be a building the tenants are proud to occupy and proud to have customer's visit.

CHASKA'S CORE VALUES

High Quality of life

The quality of life in Chaska will be enhanced by this project though the availability of affordable spaces that small business requires, thus bringing more services and employment opportunities to Chaska residents.

Tax Payers Cost Effective Service

This business model has shown its success in other communities and has brought a stable tax base to those communities, hence enhancing the infrastructure through the increased tax base.

Orderly Community Development

The nature of these single story gable roof buildings, helps with the orderly transition from the larger multi-story buildings closer to the city center to the residential areas with lower roof lines and lower visual impacts. The exterior quality of materials is an example to the commitment to quality this project has taken.

A Sense of Community

The nature of personal interaction with small business on this scale helps maintain a sense of community with personal interaction with the business owners and users. This is one of the main reasons other Tech Centers in other communities have been successful.

Ownership and the Future

The ownership of these and many buildings are dependent on the willingness of the community to embrace the business model, we feel this will have a small community market appeal, that has lasted for many years here in Minnesota and will continue to last into the future. The nature of this building type can be flexible, the interior walls can be moved to accommodate many types and sizes of tenants.

TRAFFIC

The amount of trips from automobiles and small trucks will increase on this site. Accessing the site from Chaska Blvd. up the current Fire Lane, please see the Traffic Flow diagram on the Site Forces Exhibit. The proposed site plan has provided 87 new parking stalls with an additional 55 proof of parking (future) stalls for a grand total of 142 stalls. The added internal drive lanes will ensure most of the increased traffic will be able to remain on the site and not rely on external drives. The current site plan also adds new truck lanes to be connected to the existing lanes on the site to the west, improving fire access to both sites.

SIGNAGE

The current elevation sheet shows signage above each entry door of each tenant space. The current size of each sign is 2'x4', this will ensure easy identification of each tenant. The use of a monument sign is yet to be determined.

IMAGE

Since the smaller tenants we are attracting are emerging, they are very rent expense conscious! The challenge is to balance city requirements for building finishes with surrounding neighbors and manage construction costs to provide a reasonable ROI for our investment.

The attached plans show the design. We feel the design signifies a commercial image with a hint of hominess in the design of the roof and use of the materials. This is a design that meets our goals.

We have chosen beige as the theme color to be consistent with the CBD theme and color, as well as blending with the building to the east!

Lariat Companies, Inc. is very excited for the opportunity to partner with the city of Chaska to create a building that will meet the city requirements and provide the opportunity for small businesses to have a place to land and call home. Lariat Companies has the expertise in development and management to create a building that will last for decades to come, with tenants that will only want to vacate, because their business has expanded beyond the confines of their current space.

MATERIALS

Building Façade	-	Masonry/stone base, E.F.I.S. siding, glass, hollow metal doors, Rock faced block, Fabric awnings.
Roof	-	Asphalt shingles
Roof Structure	-	Wood trusses
Floor Structure	-	Slab on Grade
Windows	-	Vinyl double hung
Man Doors	-	Hollow Metal
Overhead Doors	-	Aluminum prefinished

SITE

The current site is unused, the site drains to the north into East Chaska Creek and to the south into the Chaska Blvd. drainage and utility easement area. The new drainage would be into a planned on site ponding system as much as possible. Water, gas, power, and sewer service would be from the east Fire Lane.
The site will need a new curb cut opposite the existing curb cut for auto access from the Fire lane, add a new site access road on the north side of the Fire Lane and the existing planned access from the Formacoat site.
The building is placed on the site in a U shape in order to screen most of the overhead doors from public view, the building is placed in this location with this in mind. The site is connected with the community by drive lanes and sidewalk access around the perimeter of the building. There will be an increase of auto traffic in and out of the existing fire lane, and there is an existing turn lane to service the fire lane.

General Information

Building Height	-	23'-0" to the peak of lower roof and approx. 23' to the higher peaks.
Bldg. Sq. Ft.	-	40,903 Total square feet.
Building Type	-	5B
Group Occupancy	-	S-1 Storage
Occupant Load	-	136 Occupants 1 per 300s.f.

Please contact me if you have any questions or need any clarifications or additional information. This project is planned for a spring construction start.

Sincerely

Bruce Hellier
Amcon Construction



AMCON
DESIGN/BUILD | CONSTRUCTION MANAGEMENT | GENERAL CONTRACTING
6121 BAKER ROAD, SUITE 101
MINNETONKA, MINNESOTA 55345
PHONE: 651-379-9090 FAX: 651-379-9091

LARIAT
COMPANIES INC.

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Drawn By: BGH

CHASKA TECH CENTER
2930 CHASKA BLVD. CHASKA, MINNESOTA

ISSUES / REVISIONS:

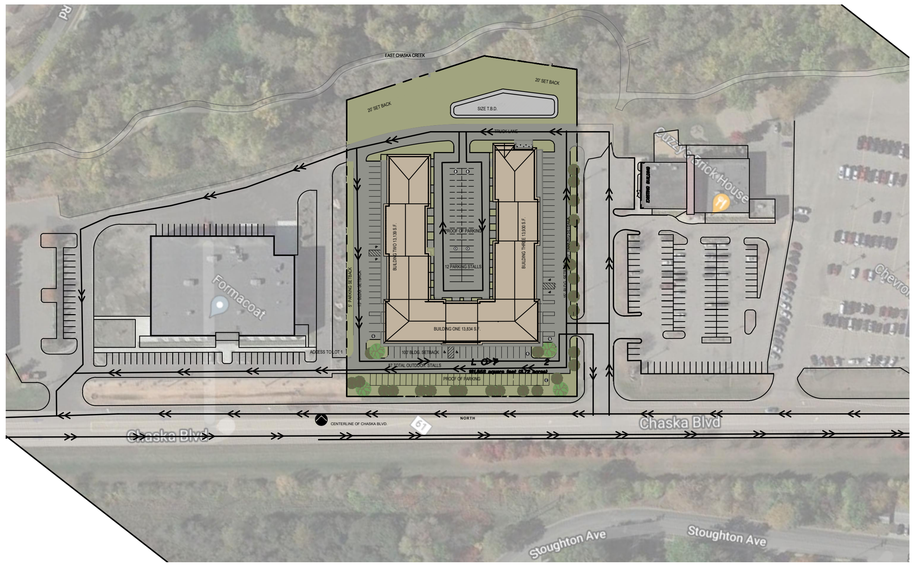
PRICING SET	12.17.21
CONCEPT REVIEW	01.04.22
CONCEPT REVISION	01.25.22

EXIST. CONDITIONS PLAN

A105

PROJECT NUMBER
21016

Plotted: 2018, Chaska Office \\brwhoun\Projects\Job plans.dwg | 01.25.2022 10:01 AM | Office User Only | BY: Bruce Heller

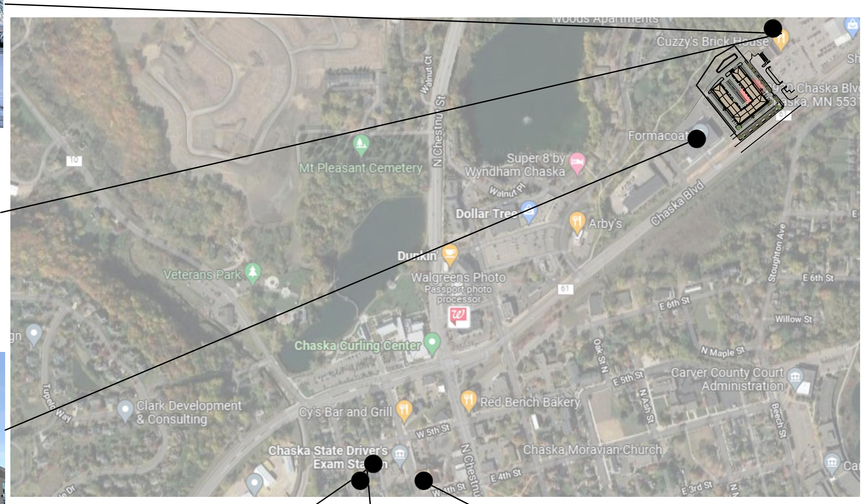


TRAFFIC FLOW
1"=100'









ADJACENT BUILDINGS









SITE VIEWS
1"=100'

1



2



3



4



5





UTILITIES AND SCREENING
1"=100'

AMCON
DESIGN/BUILD | CONSTRUCTION MANAGEMENT | GENERAL CONTRACTING
6121 BAKER ROAD, SUITE 101
MINNETONKA, MINNESOTA 55345
PHONE: 651-379-9090 FAX: 651-379-9091

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Drawn By: BGH

CHASKA TECH CENTER
2930 CHASKA BLVD. CHASKA, MINNESOTA

ISSUES / REVISIONS:	
PRICING SET	12.17.21
CONCEPT REVIEW	01.04.22
CONCEPT REVISION	01.25.22

SITE FORCES EXHIBIT

A102

PROJECT NUMBER
21016

2016 Chaska Office Warehouse\Plans\Site plans.dwg | 01.25.2022 10:55 AM | Office Use Only | BY: Bruce Heller

CHASKA TECH CENTER

CHASKA, MINNESOTA

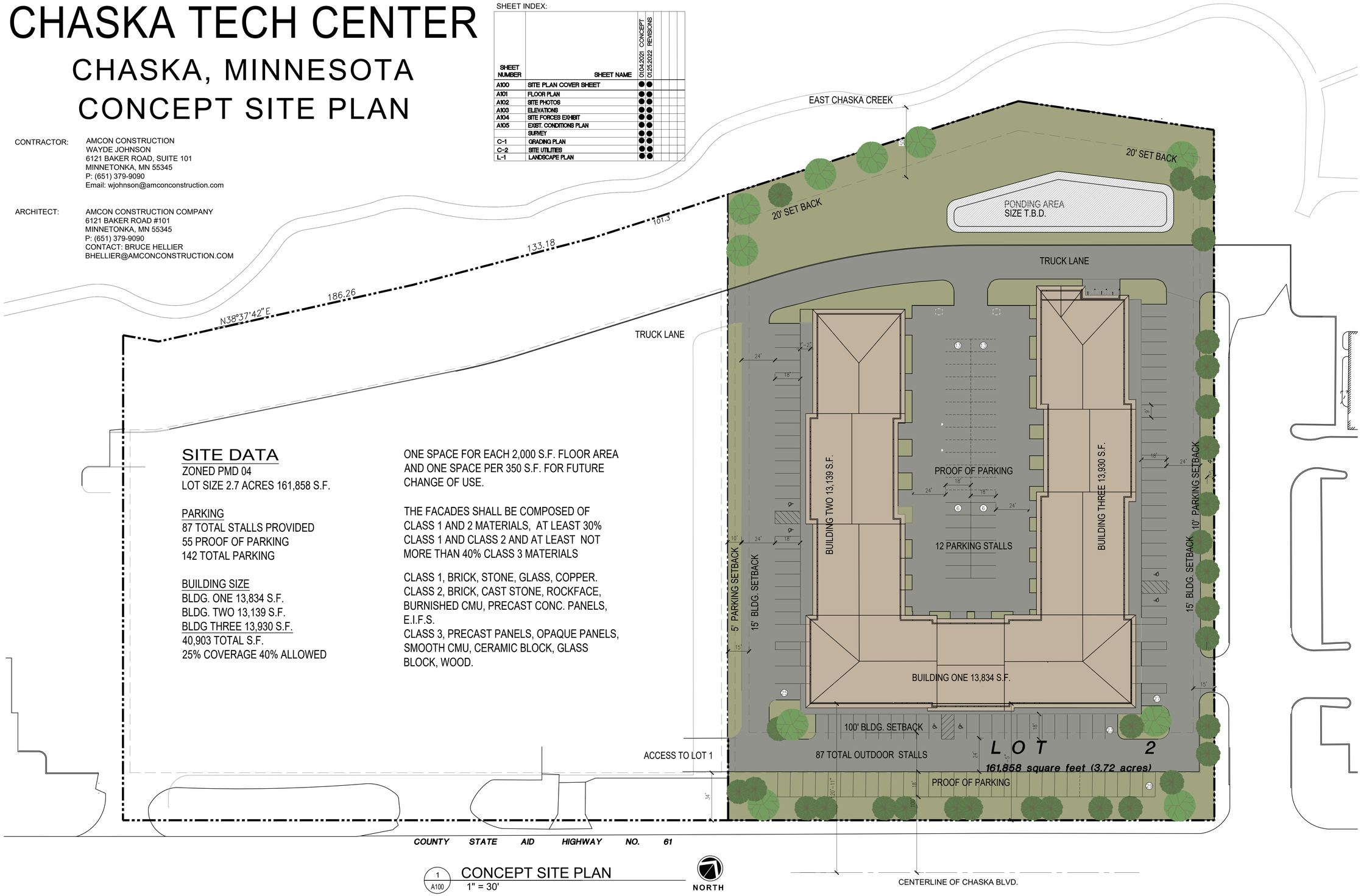
CONCEPT SITE PLAN

SHEET INDEX:

SHEET NUMBER	SHEET NAME	01.04.2022 CONCEPT	01.25.2022 REVISIONS				
A100	SITE PLAN COVER SHEET	●	●				
A101	FLOOR PLAN	●	●				
A102	SITE PHOTOS	●	●				
A103	ELEVATIONS	●	●				
A104	SITE FORCES EXHIBIT	●	●				
A105	EXIST. CONDITIONS PLAN	●	●				
	SURVEY	●	●				
C-1	GRADING PLAN	●	●				
C-2	SITE UTILITIES	●	●				
L-1	LANDSCAPE PLAN	●	●				

CONTRACTOR: AMCON CONSTRUCTION
WAYDE JOHNSON
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MINNETONKA, MN 55345
P: (651) 379-9090
Email: wjohnson@amconconstruction.com

ARCHITECT: AMCON CONSTRUCTION COMPANY
6121 BAKER ROAD #101
MINNETONKA, MN 55345
P: (651) 379-9090
CONTACT: BRUCE HELLIER
BHELLIER@AMCONCONSTRUCTION.COM



SITE DATA

ZONED PMD 04
LOT SIZE 2.7 ACRES 161,858 S.F.

PARKING
87 TOTAL STALLS PROVIDED
55 PROOF OF PARKING
142 TOTAL PARKING

BUILDING SIZE
BLDG. ONE 13,834 S.F.
BLDG. TWO 13,139 S.F.
BLDG THREE 13,930 S.F.
40,903 TOTAL S.F.
25% COVERAGE 40% ALLOWED

ONE SPACE FOR EACH 2,000 S.F. FLOOR AREA AND ONE SPACE PER 350 S.F. FOR FUTURE CHANGE OF USE.

THE FACADES SHALL BE COMPOSED OF CLASS 1 AND 2 MATERIALS, AT LEAST 30% CLASS 1 AND CLASS 2 AND AT LEAST NOT MORE THAN 40% CLASS 3 MATERIALS

CLASS 1, BRICK, STONE, GLASS, COPPER.
CLASS 2, BRICK, CAST STONE, ROCKFACE, BURNISHED CMU, PRECAST CONC. PANELS, E.I.F.S.
CLASS 3, PRECAST PANELS, OPAQUE PANELS, SMOOTH CMU, CERAMIC BLOCK, GLASS BLOCK, WOOD.

1 A100 CONCEPT SITE PLAN
1" = 30'

NORTH

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DRAWN BY: BGH

CHASKA TECH CENTER
2930 CHASKA BLVD. CHASKA, MINNESOTA

ISSUES / REVISIONS:

PRICING SET	12.17.21
CONCEPT REVIEW	01.04.22
CONCEPT REVISION	01.25.22

SITE PLAN
A100
PROJECT NUMBER 21016

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VIEW LOOKING EAST
NO SCALE



MATERIALS



VIEW LOOKING WEST
NO SCALE

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CHASKA TECH CENTER
2930 CHASKA BLVD. CHASKA, MINNESOTA

ISSUES / REVISIONS:

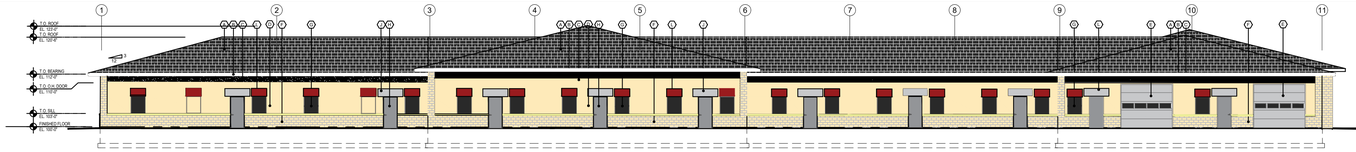
PRICING SET	12.17.21
CONCEPT REVIEW	01.04.22
CONCEPT REVISION	01.25.22

PERSPECTIVE

A 302

PROJECT NUMBER
21016

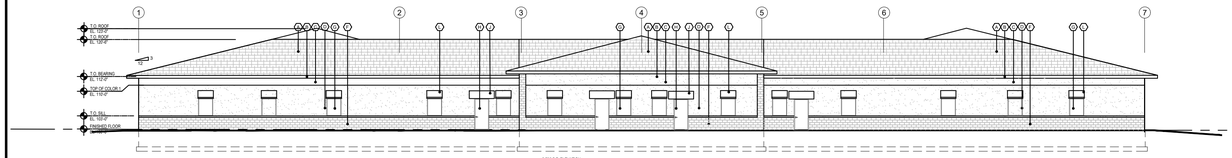
G:\2021 Chaska Office, Warehouse\Plans\Exterior Elevations.dwg | 1/5/2022 10:51:37 AM | CDT | 1:1 | By: Bruce Miller



1 A3.1 **WEST ELEVATION**
1/16" = 1'-0"

3,344 S.F. ELEVATION
30% OF 3,344=1003.2 S.F.
745 S.F. OF MASONRY VENEER
1848 S.F. OF EIFS
100 S.F. PREFINISHED METAL FASCIA
2 OVERHEAD DOORS @ 1170 S.F. EA= 234 S.F.
20 WINDOWS @ 13.3 S.F. EA= 266 S.F.
10 MAN DOORS @ 24S.F. EA= 240 S.F.

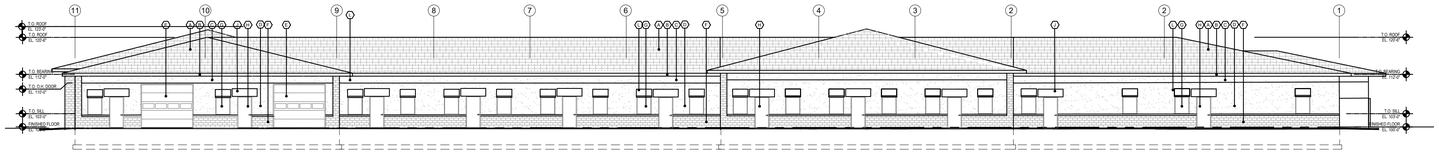
3,344 S.F. ELEVATION
30% OF 3,344=1003.2 S.F.
CLASS 1 STONE 7405 F. = 2665.F. GLASS=1,011 S.F. GREATER THAN 1,003.2 S.F.
CLASS 2 EIFS 1,948 S.F. GREATER THAN 1,003.2 S.F.



2 A3.1 **SOUTH ELEVATION**
1/16" = 1'-0"

2,785 S.F. ELEVATION
30% OF 2,785=835.5 S.F.
745 S.F. OF MASONRY VENEER
1,040 S.F. OF EIFS
161 S.F. PREFINISHED METAL FASCIA
14 WINDOWS @ 13.3 S.F. EA= 186.2 S.F.
4 MAN DOORS @ 24S.F. EA= 96 S.F.

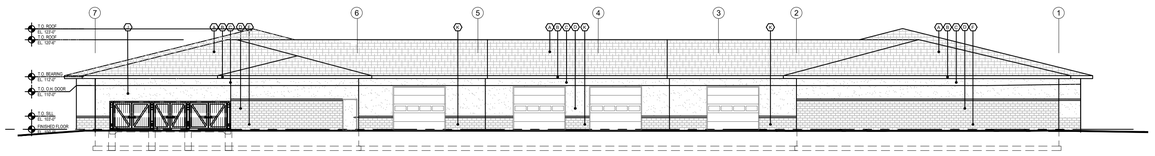
2,785 S.F. ELEVATION
30% OF 2,785=835.5 S.F.
CLASS 1 STONE 7405 F. = 186.25 F. GLASS=638.2 S.F. GREATER THAN 835.5 S.F.
CLASS 2 EIFS 1,948 S.F. GREATER THAN 835 S.F.



3 A3 **EAST ELEVATION**
1/16" = 1'-0"

3,612 S.F. ELEVATION
30% OF 3,612=1,083.65 F.
600 S.F. OF MASONRY VENEER
2,012 S.F. OF EIFS
336 S.F. PREFINISHED METAL FASCIA
2 OVERHEAD DOORS@ 1170 F. EV =2340 F.
20 WINDOWS @ 13.3 S.F. EV= 266 S.F.
11 MAN DOORS @ 24S.F. EV= 264 S.F.

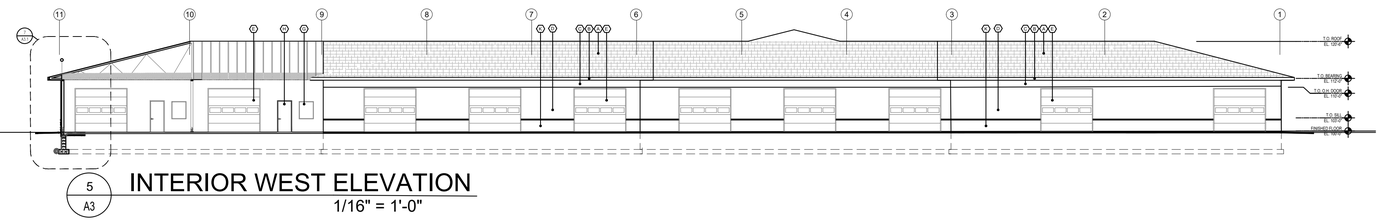
2,785 S.F. ELEVATION
30% OF 2,785=835.5 S.F.
CLASS 1 STONE 7405 F. = 186.25 F. GLASS=638.2 S.F. GREATER THAN 835.5 S.F.
CLASS 2 EIFS 1,948 S.F. GREATER THAN 835 S.F.



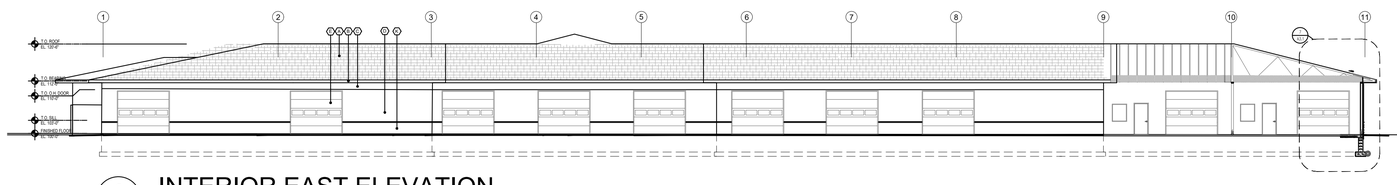
4 A3 **NORTH ELEVATION**
1/16" = 1'-0"

2,889 S.F. ELEVATION
30% OF 2,889=867 S.F.
745 S.F. OF MASONRY VENEER
1,282 S.F. OF EIFS
108 S.F. PREFINISHED METAL FASCIA
4 OVERHEAD DOORS @1170 F. EV = 468 S.F.
8 WINDOWS @ 13.3 S.F. EV = 0 S.F.
1 MAN DOORS @ 24S.F. EV = 24 S.F.

CLASS 1 STONE 845 S.F. + 0 S.F. GLASS=846 S.F. GREATER THAN 801 S.F.
CLASS 2 EIFS 1,331 S.F. GREATER THAN 835 S.F.



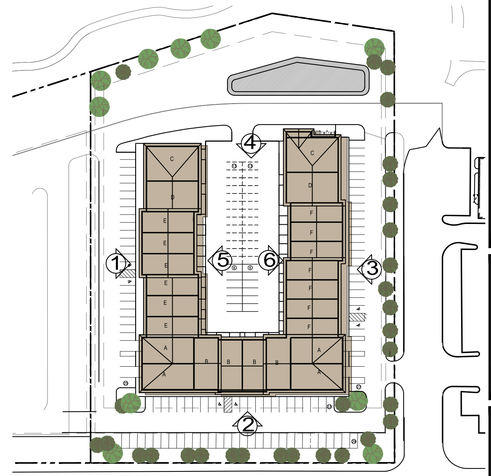
5 A3 **INTERIOR WEST ELEVATION**
1/16" = 1'-0"



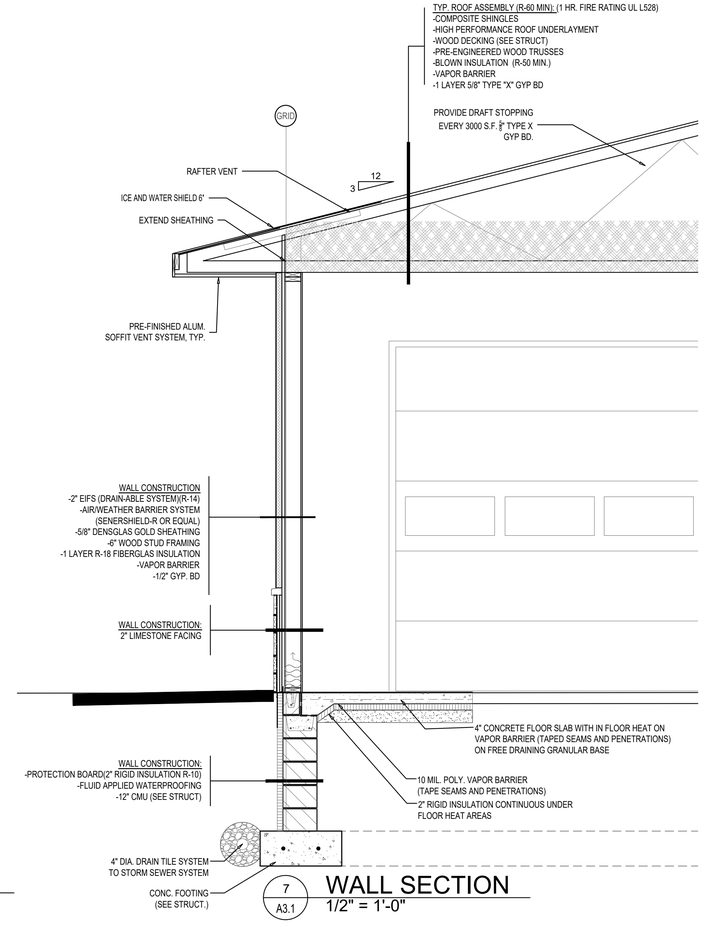
6 A3 **INTERIOR EAST ELEVATION**
1/16" = 1'-0"

KEY NOTES

- (A) TIMBERLINE ASPHALT SHINGLES, COLOR-BLACK
- (B) PREFINISHED 8" GUTTERS AND DOWNSPOUTS, COLOR-WHITE
- (C) EIFS SYSTEM FINISH, COLOR-BLACK
- (D) EIFS SYSTEM FINISH, COLOR-BEIGE
- (E) PREFINISHED METAL OVERHEAD DOOR, COLOR-GRAY
- (F) MASONRY VENEER, COLOR-CREAM T.B.D. AVAILABILITY
- (G) PREFINISHED DOUBLE HUNG VINYL WDO, COLOR-BLACK
- (H) HOLLOW METAL DOOR, COLOR-GRAY WITH HOLLOW METAL FRAME-COLOR BLACK
- (J) BUSINESS SIGNAGE 2'x4' OVER EACH DOOR
- (K) ROCK FACED BLOCK, COLOR CREAM
- (L) AWNING, FABRIC WITH ALUMINUM FRAME



ELEVATION KEY



7 A3.1 **WALL SECTION**
1/2" = 1'-0"

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ISSUES / REVISIONS:	
PRICING SET	12.17.21
CONCEPT REVIEW	01.04.22
CONCEPT REVISION	01.25.22

ELEVATIONS

A 301

PROJECT NUMBER 21016

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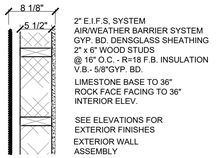
KEY NOTES

1. ELECTRICAL PANELS (SEE ELECTRICAL PLANS)
2. 4' x 8' x 3/4" PLYWOOD COMMUNICATIONS BOARD
3. SPRINKLER RISER (SEE FIRE PROTECTION PLANS)
4. FIRE DEPARTMENT CONNECTION COORDINATE WITH FIRE PROTECTION SUBCONTRACTOR AND FIRE MARSHALL
5. FIRE DEPARTMENT KEY BOX COORDINATE WITH FIRE MARSHALL. VERIFY LOCATION WITH CITY. PURCHASE KEY BOX FROM BUILDING INSPECTIONS DEPARTMENT & INSTALL 5' ABOVE GRADE IMMEDIATELY BELOW HORN & STROBE.
6. STRUCTURAL STOOP @ DOORS 5'-0" X 5'-0" - SLOPE CONC. AWAY FROM DOOR 1/4" PER FT- HIGH POINT OF STOOP SHALL BE 1/4" BELOW T.O.S. ELEVATION (SEE STRUCTURAL PLANS) (TYPICAL)
7. STRUCTURAL STOOP @ DOORS 6'-0" X 5'-0" - SLOPE CONC. AWAY FROM DOOR 1/4" PER FT- HIGH POINT OF STOOP SHALL BE 1/4" BELOW T.O.S. ELEVATION (SEE STRUCTURAL PLANS)
8. 2' x 2' FLOOR MOUNTED MOP SINK WITH WALL MOUNT FAUCET & HOSE. SET 8' HIGH FRP ON NORTH & WEST WALL. EXTEND FRP FROM NW CORNER TO WEST EDGE OF DOOR 118A.
9. FROST-FREE HOSE BIB (SEE PLUMBING PLANS).
10. SECURITY ALARM PANEL, COORDINATE WITH TENANTS VENDOR.
11. INSTALL WATER HEATER.
12. INSTALL ROOM SIGNAGE NEXT TO DOOR, SEE 10/A103 FOR ADDITIONAL INFORMATION.
13. PROVIDE A RAISED LETTERS AND BRAILLE "EXIT" SIGN ADJACENT TO EACH DISCHARGE DOOR PER ICC A117.1
14. FIRE EXTINGUISHER - MOUNT ON WALL IN KITCHEN 107, ALL OTHERS MOUNTED IN SEMI-RECESSED ENCLOSED CABINET.

UNIT SIZES
A-30'X60'=1,800 SF
B-27.5'X60'=1,650 SF
C-40'X60'=2,400 SF
D-35'X60'=2,100 SF
E-24'X60'=1,450 SF
F-22'X60'=1,320 SF

WALL TYPES

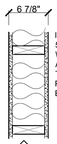
NOTE: SEE STRUCTURAL PLANS FOR STUD SPACING AT ALL EXTERIOR, BEARING & SHEER WALLS.



2" E.I.F.S. SYSTEM
AIR/WEATHER BARRIER SYSTEM
GYP. BD. DENSGLASS SHEATHING
2" x 6" WOOD STUDS
@ 16" O.C. - R=18 F.B. INSULATION
V.B.- 5/8"GYP. BD.
LIMESTONE BASE TO 36"
ROCK FACE FACING TO 36"
INTERIOR ELEV.

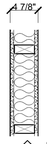
SEE ELEVATIONS FOR EXTERIOR FINISHES
EXTERIOR WALL ASSEMBLY

1 EXTERIOR WALL TYPICAL



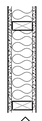
INTERIOR BEARING WALL
5/8" GYP. BD. ON EACH SIDE OF 2X6" WOOD STUDS @ 16" O.C. WITH ACOUSTICAL BATT INSULATION TO ELEV. 112'-0"
PROVIDE 6' OF BATT INSULATION ON EACH SIDE OF WALL AT CLG

2 INTERIOR BEARING WALL



2X4 WOOD STUDS @ 16" O.C. WITH ACOUSTICAL BATT INSULATION EXTEND FROM FLOOR SLAB TO 12'-0"ABOVE FINISH FLOOR TO BOTTOM OF TRUSS.
PRO RIB METAL PANEL BOTH SIDES OF WALL

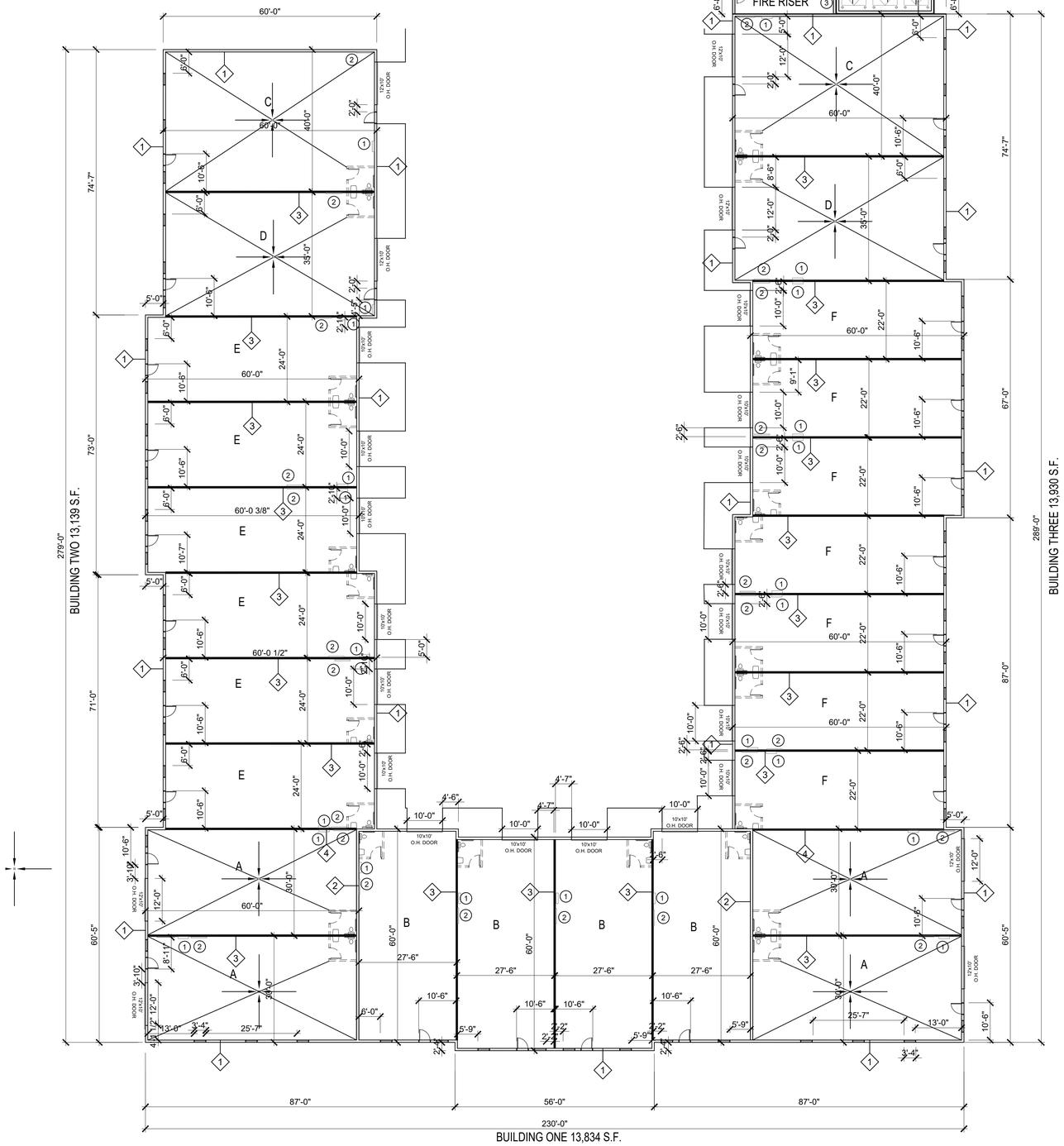
3 INTERIOR PARTITION TO STRUCTURE ABOVE



5/8" GYP. BD. TYPE X ON EACH SIDE OF 2X4 WOOD STUDS @ 16" O.C. WITH ACOUSTICAL BATT INSULATION EXTEND FROM FLOOR SLAB TO ROOF STRUCTURE FRAME AND PROVIDE 5/8" TYPE X 48" BOTH SIDES UNDER ROOF STRUCTURE

1 HR. FIRE RATED (UL U309)
WITH ACOUSTICAL BATT INSULATION

4 ONE HOUR INTERIOR AREA SEPARATION WALL



1 A1.1 FLOOR PLAN
1/16" = 1'-0"

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CHASKA TECH CENTER

2930 CHASKA BLVD. CHASKA, MINNESOTA

ISSUES / REVISIONS:

PRICING SET	12.17.21
CONCEPT REVIEW	01.04.22
CONCEPT REVISION	01.25.22

FLOOR PLAN

A 101

PROJECT NUMBER
21016

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PURCHASE OF PROPERTY - 216 4TH ST W
CHASKA CITY COUNCIL
02-28-2022

Subject: **Purchase of Property at 216 4th Street West**

Prepared By: **Matt Podhradsky**

As the Council is aware, one of the Objectives in our most recent Strategic Plan is Reinvesting in Core City Assets, with a primary focus on City Facilities that are currently not meeting our service or community needs. One of the facilities that was identified in the Strategic Plan in need of a larger facility to meet our community needs is our Chaska Library. The current space the library is located in is approximately 8,000 square feet, with it being identified in a recent Space Needs Analysis that the space should be closer to 35,000 square feet to meet the current and future needs of a community our size.

As part of Downtown Master Planning process completed in 2012, it was identified that any new library facility should be located in Downtown Chaska to help continue to drive people traffic into our historic downtown core. As part of the City Square West Task Force that occurred subsequently, it was specifically identified that the block on the west side of Pine Street, between 4th and 5th Street (the block where the current Carver County License Center is located) would be the preferred block to locate this new facility.

In preparation for this project, not only has staff been working with architects at Leo A Daly to develop plans for how this library could be located on this block, but the City has also started to take steps to acquire property as it comes up for sale that would be needed to help implement this plan as we move forward to build the Library facility. To date we have purchased the residential unit that was located at the northwest corner of Pine Street and 4th Street (subsequently demolishing the structure) and have also been working with the County on how to potentially utilize all or a portion of the Carver County License Center Site.

Two weeks ago, the property located at 216 4th Street West (directly behind and on the west side of the alley of the property we have already acquired) went up for sale. While this property was not identified as being needed on the original Hoisington Kogler concept plan for the Library, it has become clear as we have gotten into more detailed analysis with our architects at Leo A Daly that this property may be needed to meet the needs of the Library project. At the same time, we are finding that it may help us in being able to potentially create some flexibility with Library design should we want to consider trying to design the Library in a way that could potentially keep the Carver County License Center on its current site.

While there is still much analysis to do on the site, with this property coming up for sale now Staff feels it would be beneficial for us to control this property now to allow us to have flexibility as we go through the planning process. Also, with the property being on the open market with the property owner selling the property, this would be an opportunity for us to acquire this property without having the additional costs of relocation and moving costs that we would have if we tried to acquire this property without it being currently for sale. For this reason, we feel

that it would be advantageous for us to take advantage of this opportunity now to preserve options. The worst case would be if we determined we ended up not needing the property we could resell the property to recoup our purchasing costs.

Attached to this Staff report is a Purchase Agreement for the property. As you will see in the purchase agreement, the purchase price of the home would be $224,900, with a closing on the property to occur within 30 days. The property would be being purchased in "as is" condition.

Staff did work with our property acquisition specialist Dan Wilson on this transaction who feels that this is a fair amount for the purchase of this property. He also confirmed that this would be a property that would likely sell very quickly if we were not to purchase it now, as there are not many houses in Chaska or the surrounding communities at this price point.

For the reasons listed above, Staff is recommending that the City purchase the property at 216 4th Street West based on the terms and conditions listed in the purchase agreement. Staff will be prepared to answer questions on this item at the meeting on Monday night.

CITY COUNCIL ACTION REQUESTED

Motion to approve the Purchase Agreement for the purchase of the property at 216 4th Street West, authorizing the Mayor and City Administrator to enter into the purchase agreement with the seller of this property.

Chestnut Realty
Chaska 952-448-3344
Belle Plaine 952-873-2052

PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date February 14 2022
2. Page 1

3. BUYER (S): City of Chaska
4. _____
5. Buyer's earnest money in the amount of _____
6. Two Thousand Five Hundred Dollars ($ 2,500.00)
7. shall be delivered to listing broker, or, if checked, to ☐ _____ no later than two (2) Business
   ("Earnest Money Holder")
8. Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of
9. Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final
10. Acceptance Date, whichever is later.
11. Said earnest money is part payment for the purchase of the property located at
12. Street Address: 216 4th St W
13. City of Chaska , County of Carver ,
14. State of Minnesota, Zip Code 55318 , legally described as SECT 08 TWP 115 RANGE 023 CITY LOTS OF CHASKA LOT
15. 06 BLOCK 23 E1/2 THEREOF .
16. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not
17. limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, lawn watering systems,
18. in-ground pet containment systems (excluding collars); sheds; playsets; storm sashes, storm doors, screens, and
19. awnings; window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window
20. coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals;
21. water softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental
22. remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV
23. wall mounts; wall and ceiling speaker mounts; carpeting; attached mirrors; garage door openers and all controls; smoke
24. detectors; doorbells; thermostats; all integrated phone and home automation systems, including necessary components
25. such as intranet and Internet connected hardware or devices, control units (other than non-dedicated mobile devices,
26. electronics, and computers) and applicable software, permissions, passwords, codes, and access information; fireplace
27. screens, doors, and heatilators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage
28. refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving,
29. work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers,
30. liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment,
31. TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no
32. additional monetary value, and free and clear of all liens and encumbrances:
33. _____ .
34. Notwithstanding the foregoing, leased fixtures are not included.
35. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:
36. _____ .

PURCHASE PRICE:

37. Seller has agreed to sell the Property to Buyer for the sum of ($ 224,900.00)
38. Two Hundred Twenty-Four Thousand Nine Hundred Dollars,
39. which Buyer agrees to pay in the following manner:
40. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;
41. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)
42. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to*
43. *Purchase Agreement: Assumption Financing*.)
44. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED.** (See attached *Addendum to Purchase*
45. *Agreement: Contract for Deed Financing*.)

CLOSING DATE:

46. **The date of closing shall be** March 28th 2022 .

Minnesota Realtors® TRANSACTIONS

50. Property located at 216 4th St W Chaska MN 55318.

51.

MORTGAGE FINANCING:

52. This Purchase Agreement ☐ **IS** ☒ **IS NOT** subject to the mortgage financing provisions below. If **IS**, complete the
-------(Check one.)-----
53. **MORTGAGE FINANCING** section below. If **IS NOT**, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**
54. **COSTS** section.

55. Such mortgage financing shall be: *(Check one.)*

56. ☐ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

57. Financing ☐ **DOES** ☐ **DOES NOT** require approval of a grant, bond program, or other loan assistance program. If
----------(Check one.)----------
58. "**DOES**," please specify: _____.

59. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*
60. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**
61. ☐ **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**
62. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**
63. ☐ **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**
64. ☐ **OTHER** _____

65. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
66. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage
67. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to
68. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
69. said financing.

70. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
71. to the first mortgage and any subordinate financing. *(Check one.)*

72. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
73. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
74. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
75. ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**
----------(Check one.)----------

76. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited.
77. See the following DVA and FHA Escape Clauses.

78. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
79. or before _____.

80. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
81. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
82. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
83. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close
84. the loan.

85. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
86. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
87. are deemed accepted by Buyer:
88. (a) work orders agreed to be completed by Seller;
89. (b) any other financing terms agreed to be completed by Seller here; and
90. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

Minnesota Realtors® TRANSACTIONS

92. Property located at 216 4th St W Chaska MN 55318.

93. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
94. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
95. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
96. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
97. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
98. be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

99. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
100. canceled if the reason this Purchase Agreement does not close was due to:
101. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
102. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
103. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
104. as specified in the contingency for sale and closing of Buyer's property.

105. If the Written Statement is not provided by the date specified on line 79, Seller may, at Seller's option, declare this
106. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
107. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
108. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
109. directing all earnest money paid here to be refunded to Buyer.

110. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
111. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
112. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
113. money paid here to be refunded to Buyer.

114. **LOCKING OF MORTGAGE INTEREST RATE ("RATE")**: The Rate shall be locked with the lender(s) by Buyer:
115. *(Check one.)*

116. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**

117. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

118. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to $ _____ to make
119. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the
120. cost of making said repairs shall exceed this amount, Seller shall have the following options:
121. (a) making the necessary repairs; or
122. (b) negotiating the cost of making said repairs with Buyer; or
123. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
124. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
125. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
126. amounts related thereto above the amount specified on line 118 of this Purchase Agreement.

127. ☐ **SELLER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
----------*(Check one.)*----------

128. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
129. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur
130. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
131. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
132. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the

133. appraised value of the Property as not less than $ _____ .
(sale price)

134. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
135. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
136. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
137. herself that the price and condition of the Property are acceptable."

Minnesota Realtors® TRANSACTIONS

139. Property located at 216 4th St W Chaska MN 55318.

140. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and
141. miscellaneous processing fees which cannot be charged to Buyer, not to exceed $ _____.
142. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

143. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan
144. amount must be paid at the closing of this transaction as follows:

145. _____ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**
(Check one.)

146. _____ paid by Seller

147. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

148. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
149. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
150. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
151. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
152. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
153. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

154. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
155. **annual installments of special assessments certified to yearly taxes.**

156. **OTHER MORTGAGE FINANCING ITEMS:**

157. _____

158. ## SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

159. Seller ☐ **IS** ☒ **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: *(Check one.)*
(Check one.)

160. ☐ $ _____

161. ☐ _____ percent (%) of the sale price
162. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
163. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
164. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
165. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
166. by Seller.

167. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**
168. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

169. ## INSPECTIONS:

170. Buyer has been made aware of the availability of Property inspections. Buyer ☐ **ELECTS** ☒ **DECLINES** to have a
(Check one.)

171. Property inspection performed at Buyer's expense.

172. This Purchase Agreement ☐ **IS** ☒ **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to
(Check one.)

173. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
174. Agreement.

175. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer**
176. **as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing"
177. shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or
178. otherwise damages the Property.

179. Seller ☐ **DOES** ☐ **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).
(Check one.)

180. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's
181. intrusive testing at Buyer's sole expense.

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183. Property located at 216 4th St W Chaska MN 55318.

184. Seller will provide access to attic(s) and crawlspace(s).

185. Within _____ Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,
186. shall be done ("Inspection Period").

187. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the
188. inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of Buyer's
189. intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement, Buyer and
190. Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
191. earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before the end
192. of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase Agreement
193. shall be in full force and effect.

194. **OTHER INSPECTION ITEMS:**

195. _____

196. _____

197. _____

198. ## SALE OF BUYER'S PROPERTY:

199. *(Check one.)*

200. ☐ 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
201. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

202. OR

203. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at

204. _____, which is scheduled to close on

205. _____ pursuant to a fully executed purchase agreement. If Buyer's
206. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
207. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
208. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
209. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
210. Agreement, if applicable.

211. OR

212. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
213. and closing on any other property.

214. ## REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

215. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
216. including all penalties and interest.

217. Buyer shall pay ☒ **PRORATED FROM DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ _____ **/12ths OF** real estate taxes
(Check one.)

218. due and payable in the year of closing.

219. Seller shall pay ☒ **PRORATED TO DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ _____ **/12ths OF** real estate taxes due and
(Check one.)

220. payable in the year of closing.

221. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller ☐ **SHALL** ☒ **SHALL NOT**
(Check one.)

222. pay the difference between the homestead and non-homestead.

223. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
224. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

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226. Property located at 216 4th St W Chaska MN 55318.

227 **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

228. ☐ **BUYER SHALL PAY** ☒ **SELLER SHALL PAY** on date of closing any deferred real estate taxes (e.g., Green
---(Check one.)---
229. Acres) or special assessments, payment of which is required as a result of the closing of this sale.

230. ☐ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☒ **SELLER SHALL PAY ON**
---(Check one.)---
231. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
232. payable in the year of closing.

233. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PAY** on date of closing all other special assessments levied as
---(Check one.)---
234. of the Date of this Purchase Agreement.

235. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
---(Check one.)---
236. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
237. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments
238. or less, as required by Buyer's lender.)

239. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
240. which is not otherwise here provided.

241. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ **HAS** ☒ **HAS NOT** received a notice
---(Check one.)---
242. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
243. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing
244. shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on
245. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
246. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
247. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
248. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
249. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
250. directing all earnest money paid here to be refunded to Buyer.

251. ## ADDITIONAL PROVISIONS:

252. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement ☐ **IS** ☒ **IS NOT** subject to
---(Check one.)---
253. cancellation of a previously executed purchase agreement dated _____.

254. (If answer is **IS,** said cancellation shall be obtained no later than _____.
255. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately
256. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
257. be refunded to Buyer.)

258. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: *(Check one.)*
259. ☒ **WARRANTY DEED** ☐ **PERSONAL REPRESENTATIVE'S DEED** ☐ **CONTRACT FOR DEED** ☐ **TRUSTEE'S DEED**

260. ☐ **OTHER:** _____ **DEED** joined in by spouse, if any, conveying marketable title, subject to
261. (a) building and zoning laws, ordinances, and state and federal regulations;
262. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
263. (c) reservation of any mineral rights by the State of Minnesota;
264. (d) utility and drainage easements which do not interfere with existing improvements;
265. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____
266. _____; and
267. (f) others (must be specified in writing): _____
268. _____.

Minnesota Realtors® TRANSACTIONS

270. Property located at 216 4th St W Chaska MN 55318.

271. **POSSESSION**: Seller shall deliver possession of the Property: *(Check one.)*
272. ☒ **IMMEDIATELY AFTER CLOSING**; or
273. ☐ **OTHER:** _____.

274. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
275. by possession date.

276. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
277. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
278. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
279. Agreement.

280. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
281. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
282. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

283. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:
284. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
285. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
286. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
287. assisting Seller, upon cancellation of this Purchase Agreement; and
288. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
289. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
290. title opinion at Buyer's selection and cost and provide a copy to Seller.

291. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
292. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to
293. the following:

294. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
295. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
296. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
297. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
298. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
299. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
300. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
301. be refunded to Buyer.

302. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
303. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
304. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording
305. as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary
306. lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.

307. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
308. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
309. construction, alteration, or repair of any structure on, or improvement to, the Property.

310. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
311. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
312. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
313. such notices received by Seller shall be provided to Buyer immediately.

314. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
315. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
316. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

317. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
318. inspections agreed to here.

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320. Property located at 216 4th St W Chaska MN 55318

321. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
322. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be
323. on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
324. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
325. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
326. said cancellation and directing all earnest money paid here to be refunded to Buyer.

327. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

328. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
329. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
330. ending at 11:59 P.M. on the last day.

331. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
332. stated elsewhere by the parties in writing.

333. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays. For purposes of
334. this Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.

335. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money
336. from the Earnest Money Holder's trust account:
337. (a) at or upon the successful closing of the Property;
338. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
339. *Agreement* executed by both Buyer and Seller;
340. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
341. (d) upon receipt of a court order.

342. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
343. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
344. Seller shall affirm the same by a written cancellation agreement.

345. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions
346. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any
347. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may
348. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase
349. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN
350. Statute 559.217, Subd. 4.

351. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
352. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
353. performance, such action must be commenced within six (6) months after such right of action arises.

354. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender**
355. **registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained**
356. **by contacting the local law enforcement offices in the community where the Property is located or the Minnesota**
357. **Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at**
358. **www.corr.state.mn.us.**

359. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
360. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**
361. **THIS PURCHASE AGREEMENT.**

362. BUYER HAS RECEIVED A: *(Check any that apply.)* [X] ***DISCLOSURE STATEMENT: SELLER'S PROPERTY***
363. ***DISCLOSURE STATEMENT*** OR A [ ] ***DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES*** FORM.

364. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or
365. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if
366. any.

367. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

368. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY
369. AND ITS CONTENTS.

TRANSACTIONS Minnesota

371. Property located at 216 4th St W Chaska MN 55318

372. ***(Check appropriate boxes.)***

373. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

374. **CITY SEWER** ☒ **YES** ☐ **NO / CITY WATER** ☒ **YES** ☐ **NO**

375. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

376. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
(Check one.)

377. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
378. *Statement: Subsurface Sewage Treatment System*.)

379. **PRIVATE WELL**

380. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
(Check one.)

381. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well*.)

382. THIS PURCHASE AGREEMENT ☐ **IS** ☒ **IS NOT** SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT:*
(Check one.)

383. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*

384. (If answer is **IS**, see attached *Addendum*.)

385. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
386. **RECEIVED A *DISCLOSURE STATEMENT: WELL* AND/OR A *DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
387. ***TREATMENT SYSTEM.***

388. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/
389. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,
390. exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. *(Check one.)*

391. ☐ A Home Protection/Warranty Plan will be obtained by ☐ **BUYER** ☐ **SELLER** and paid for by
(Check one.)

392. ☐ **BUYER** ☐ **SELLER** to be issued by _____
(Check one.)

393. at a cost not to exceed $ _____ .

394. ☒ No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect
395. to purchase a Home Protection/Warranty Plan.

396. **AGENCY NOTICE**

397. Nathan H Haasken (Licensee) is ☒ **Seller's Agent** ☐ **Buyer's Agent** ☐ **Dual Agent** ☐ **Facilitator.**
(Check one.)

398. Chestnut Realty Inc (Real Estate Company Name)

399. Dan Wilson (Licensee) is ☐ **Seller's Agent** ☒ **Buyer's Agent** ☐ **Dual Agent** ☐ **Facilitator.**
(Check one.)

400. Wilson Development Services (Real Estate Company Name)

401. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

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404. **DUAL AGENCY REPRESENTATION**

405. **PLEASE CHECK *ONE* OF THE FOLLOWING SELECTIONS:**

406. [X] Dual Agency representation ***DOES NOT*** apply in this transaction. *Do not complete lines 407-423.*

407. [ ] Dual Agency representation ***DOES*** apply in this transaction. *Complete the disclosure in lines 408-423.*

408. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
409. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
410. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
411. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
412. Seller(s) and Buyer(s) acknowledge that
413. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
414. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
415. information will be shared;
416. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
417. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
418. the sale.

419. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
420. and its salesperson to act as dual agents in this transaction.

421. Seller _____ Buyer _____

422. Seller _____ Buyer _____

423. Date _____ Date _____

424. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
425. cash outlay at closing or reduce the proceeds from the sale.

426. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
427. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
428. in the transaction at the time these documents are provided to Buyer and Seller.

429. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
430. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
431. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
432. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

433. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
434. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
435. the closing and delivery of the deed.

436. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
437. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
438. identification numbers or Social Security numbers.

439. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
440. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
441. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**
442. **party whether the transaction is exempt from FIRPTA withholding requirements.**

Minnesota Realtors® TRANSACTIONS

444. Property located at 216 4th St W Chaska MN 55318.

445. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
446. and all addenda must be fully executed by both parties and a copy must be delivered.

447. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
448. this transaction constitute valid, binding signatures.

449. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
450. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
451. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
452. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and
453. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
454. Agreement.

455. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
456. for deed.

457. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
458. (1) of this Purchase Agreement.

459. **OTHER:**
460. Seller and Buyer acknowledges and accepts that the buyer is responsible for the Buyer Broker fees. Seller will not be charged for any buyer realtor fee as part of this transaction.

461. The offer is contingent upon approval by the City Council. Acceptance of offer is to be
462. presented in writing to the seller or sellers' representative by noon (12:00pm) on March 1, 2022.

463. Seller acknowledges that he is selling the house voluntarily, with the property being listed
464. on the MLS service, and is therefore ineligible to receive any residential relocation rights or benefits as a displace person under MN Statute 117.521, MN Relocation Act.

465.

466.

467.

468.

469. **ADDENDA: The following addenda are attached and made a part of this Purchase Agreement.**

470. **NOTE: Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.**

471. ☐ *Addendum to Purchase Agreement*
472. ☐ *Addendum to Purchase Agreement: Assumption Financing*
473. ☐ *Addendum to Purchase Agreement: Buyer Move-In Agreement*
474. ☒ *Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability*
475. ☐ *Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community*
476. *("CIC")*
477. ☐ *Addendum to Purchase Agreement: Contract for Deed Financing*
478. ☒ *Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint*
479. *Hazards*
480. ☐ *Addendum to Purchase Agreement: Sale of Buyer's Property Contingency*
481. ☐ *Addendum to Purchase Agreement: Seller's Rent Back Agreement*
482. ☐ *Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency*
483. ☐ *Addendum to Purchase Agreement: Short Sale Contingency*
484. ☐ *Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency*
485. ☐ Other: _____

Minnesota Realtors® TRANSACTIONS

487. Property located at 216 4th St W Chaska MN 55318.

488. I agree to sell the Property for the price and on the
489. terms and conditions set forth above.
490. **I have reviewed all pages of this Purchase**
491. **Agreement.**

492. ☐ **If checked, this Purchase Agreement is subject to**
493. **attached *Addendum to Purchase Agreement:***
494. ***Counteroffer* and the Final Acceptance Date shall be**
495. **noted on the *Addendum*.**

I agree to purchase the Property for the price and on the terms and conditions set forth above.
I have reviewed all pages of this Purchase Agreement.

496. **FIRPTA:** Seller represents and warrants, under penalty
497. of perjury, that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a
------(Check one.)-----
498. non-resident alien individual, foreign corporation, foreign
499. partnership, foreign trust, or foreign estate for purposes of
500. income taxation. (*See lines 429-442.*)) This representation
501. and warranty shall survive the closing of the transaction
502. and the delivery of the deed.

503. X _____ 2-14-22 X _____ 2.14.22
(Seller's Signature) (Date) (Buyer's Signature) (Date)

504. X Michael Tudor X City of Chaska
(Seller's Printed Name) (Buyer's Printed Name)

505. X _____ X _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

506. X _____ X _____
(Seller's Printed Name) (Buyer's Printed Name)

507. **FINAL ACCEPTANCE DATE:** 2/14/22 The Final Acceptance Date
508. is the date on which the fully executed Purchase Agreement is delivered.

509. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
510. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

511. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE *DISCLOSURE***
512. ***STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT*,**
513. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE AGREEMENT.**

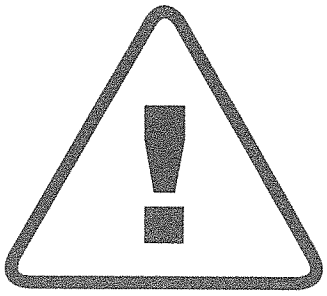
514. **SELLER(S)** _____ **BUYER(S)** _____

515. **SELLER(S)** _____ **BUYER(S)** _____

MN:PA-12 (8/21)

Minnesota Realtors® TRANSACTIONS

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.
THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

(1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
(2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
(3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

(1) Immediately notify your bank, closing agent, and real estate licensee.
(2) File a complaint online at the Internet Crime Complaint Center (IC3) at http://www.ic3.gov.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

(Signature) (Date)

(Signature) 2-14-22 (Date)

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Minnesota Realtors® TRANSACTIONS

Chestnut Realty
Chaska 952-448-3344
Belle Plaine 952-873-2052

ADDENDUM TO PURCHASE AGREEMENT: BUYER PURCHASING "AS IS" AND LIMITATION OF SELLER LIABILITY

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IN THE EVENT SELLER HAS COMPLETED, AND BUYER HAS RECEIVED, A *SELLER'S PROPERTY DISCLOSURE STATEMENT*, DO NOT USE THIS ADDENDUM WITHOUT FIRST SEEKING LEGAL ADVICE.

Addendum to Purchase Agreement between parties, dated February 14th 2022 (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at 216 4th St W Chaska MN 55318.

Limitation of Seller Liability: The Property is being sold in its existing condition. Buyer acknowledges that the Property, including all improvements, is being sold on an "As-Is" and "Where-Is" basis, with all existing faults. Prior to closing, Buyer will make such inspections of the Property as are consistent with the terms of this Purchase Agreement in order to satisfy Buyer as to the condition of the Property. The Seller warranties contained in the Purchase Agreement shall remain unmodified by this Addendum.

The "Risk of Loss" provisions of the Purchase Agreement shall remain unmodified by this Addendum.

Seller and Buyer shall execute a *Disclosure Statement: Seller's Disclosure Alternatives* with the "Waiver" section completed. Seller remains obligated to make "Other Required Disclosures" in the *Disclosure Statement: Seller's Disclosure Alternatives*. Except for "Other Required Disclosures," Buyer acknowledges that Seller has not made any oral or written representations regarding the condition of the Property subject to this Purchase Agreement. By accepting delivery of the deed at closing, Buyer will be deemed to have accepted the condition of the Property subject to this Purchase Agreement as satisfactory to Buyer, and Seller shall have no liability with respect to the condition of such Property. Buyer waives any claims related in any way to the condition of the Property.

WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER AND SELLER. BUYER AND SELLER ARE STRONGLY ENCOURAGED TO OBTAIN LEGAL ADVICE BEFORE AGREEING TO THIS ADDENDUM.

(Seller)	(Date)	(Buyer)	(Date)
			2-14-22

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

MN:APA:AI (8/20)

Minnesota Realtors® TRANSACTIONS

Chestnut Realty
Chaska 952-448-3344
Belle Plaine 952-873-2052

ADDENDUM TO PURCHASE AGREEMENT: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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1. Date February 14th, 2022
2. Page 1

3. Addendum to Purchase Agreement between parties, dated February 14th 2022
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 216 4th St W Chaska MN 55318 .

6. **Lead Warning Statement**
7. *Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified*
8. *that such property may present exposure to lead from lead-based paint that may place young children at risk of*
9. *developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including*
10. *learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also*
11. *poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide*
12. *the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's*
13. *possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible*
14. *lead-based paint hazards is recommended prior to purchase.*

15. **Seller's Disclosure** *(Check one.)*

16. ☒ Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
17. in the housing.

18. ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint
20. hazards in the housing. *(Please explain and list documents below.):*

21. _____

22. _____

23. _____

24. **Buyer's Acknowledgment**

25. Buyer has received copies of all information listed above, if any.

26. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.

27. Buyer has: *(Check one.)*

28. ☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
29. lead-based paint hazards; or

30. ☐ Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
31. the presence of lead-based paint and/or lead-based paint hazards.

32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
34. shall be completed within ☐ **TEN (10)** ☐ _____ Calendar Days after Final Acceptance of the Purchase
    (Check one.)
35. Agreement.

Minnesota Realtors® TRANSACTIONS

37. Property located at 216 4th St W Chaska MN 55318

38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee
40. representing or assisting Seller, within three (3) Calendar Days after the assessment or inspection is timely
41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk
42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) Calendar Days
43. after delivery of the written list of required corrections that:
44. (A) some or all of the required corrections will be made; or
45. (B) Buyer waives the deficiencies; or
46. (C) an adjustment to the purchase price will be made;
47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
48. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is
49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that
50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or
51. assisting Seller of the waiver or removal, in writing, within the time specified.

52. **Real Estate Licensee's Acknowledgment**
53. Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of licensee's
54. responsibility to ensure compliance.

55. **Certification of Accuracy**
56. The following parties have reviewed the information above and certify, to the best of their knowledge, that the
57. information provided by the signatory is true and accurate.

58. (Seller) 2/14/22 (Date) (Buyer) 2-14-22 (Date)

59. (Seller) (Date) (Buyer) (Date)

60. (Real Estate Licensee) 2/14/22 (Date) (Real Estate Licensee) (Date)

TLX:SALE-2 (8/20)

Minnesota Realtors® TRANSACTIONS

Chestnut Realty
Chaska 952-448-3344
Belle Plaine 952-873-2052

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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1. Date 2/13/22
2. Page 1 of _____ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

6. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
7. Under Minnesota law, sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
8. disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect
9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
10. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before
11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,
12. of any facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the
13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
14. Seller has disclosure alternatives allowed by MN Statutes. See *Disclosure Statement: Seller's Disclosure Alternatives*
15. form for further information regarding disclosure alternatives. **This disclosure is not a warranty or a guarantee of any**
16. **kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for**
17. **any inspections or warranties the party(ies) may wish to obtain.**

18. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:

19. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a
20. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103,
21. clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

22. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in
23. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any
24. other option.

25. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the property personally or have it
26. inspected by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers "NO" to any of
27. the questions listed below, it does not necessarily mean that it does not exist on the property, did not occur, or does
28. not apply. "NO" may mean that Seller is unaware.

29. **INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or
30. inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your
31. knowledge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions.
32. (6) If any items do not apply, write "NA" (not applicable).

33. Property located at 216 4th St W,
34. City of Chaska, County of Carver,
35. State of Minnesota, Zip Code 55318 ("Property").

36. **A. GENERAL INFORMATION:** The following questions are to be answered to the best of Seller's knowledge.
37. (1) What date did you ☒ Acquire ☐ Build the home? May 2022 21 MJ
    ---------(Check one.)---------
38. (2) Type of title evidence: ☐ Abstract ☐ Registered (Torrens) ☐ Unknown
39. Location of Abstract: _____
40. Is there an existing Owner's Title Insurance Policy? ☐ Yes ☐ No
41. (3) Have you occupied this home continuously during your ownership? ☐ Yes ☐ No
42. If "No," explain: _____
43. (4) Is the home suitable for year-round use? ☒ Yes ☐ No
44. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) ☐ Yes ☒ No
45. (6) Does the Property include a manufactured home? ☐ Yes ☒ No
46. If "Yes," HUD #(s) is/are _____
47. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? ☐ Yes ☒ No

THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

Property located at 216 4th St W Chaska MN 55318.

(7) Is the Property located on a public or a private road? ☑ Public ☐ Private ☐ Public: no maintenance

(8) Flood Insurance: All properties in the state of Minnesota have been assigned a flood zone designation. Some flood zones may require flood insurance.

(a) Do you know which zone the Property is located in? ☐ Yes ☒ No

If "Yes," which zone? _____

(b) Have you ever had a flood insurance policy? ☐ Yes ☒ No

If "Yes," is the policy in force? ☐ Yes ☒ No

If "Yes," what is the annual premium? $ _____

If "Yes," who is the insurance carrier? _____

(c) Have you ever had a claim with a flood insurance carrier or FEMA? ☐ Yes ☒ No

If "Yes," please explain:

_____

NOTE: Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the Property. As a result, Buyer should not rely on the premiums paid for flood insurance on this Property previously as an indication of the premiums that will apply after Buyer completes their purchase.

Are there any

(9) encroachments? ☐ Yes ☒ No

(10) association, covenants, historical registry, reservations, or restrictions, that affect or may affect the use or future resale of the Property? ☐ Yes ☒ No

(11) governmental requirements or restrictions that affect or may affect the use or future enjoyment of the Property (e.g., shoreland restrictions, non-conforming use, etc.)? ☐ Yes ☒ No

(12) easements, other than utility or drainage easements? ☐ Yes ☒ No

(13) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

_____

_____

B. GENERAL CONDITION: To your knowledge, have any of the following conditions previously existed or do they currently exist on the Property?

(ANSWERS APPLY TO ALL STRUCTURES, SUCH AS GARAGE AND OUTBUILDINGS.)

(1) Has there been any damage by wind, fire, flood, hail, or other cause(s)? ☒ Yes ☐ No

If "Yes," give details of what happened and when:

Basement flooded 2years ago from faulty plumbing

(2) Have you ever had an insurance claim(s) against your Homeowner's Insurance Policy? ☐ Yes ☒ No

If "Yes," what was the claim(s) for (e.g., hail damage to roof)?

_____

Did you receive compensation for the claim(s)? ☐ Yes ☒ No

If you received compensation, did you have the items repaired? ☐ Yes ☒ No

What dates did the claim(s) occur? _____

THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

Property located at 216 4th St W Chaska MN 55318.

(3) (a) Has/Have the structure(s) been altered?
(e.g., additions, altered roof lines, changes to load-bearing walls) ☐ Yes ☒ No
If "Yes," please specify what was done, when, and by whom (owner or contractor):

(b) Has any work been performed on the Property? (e.g., additions to the Property, wiring, plumbing, retaining wall, general finishing) ☒ Yes ☐ No
If "Yes," please explain:
Finished Basement area redid Plumbing

(c) Are you aware of any work performed on the Property for which appropriate permits were not obtained? ☐ Yes ☒ No
If "Yes," please explain:

(4) Has there been any damage to flooring or floor covering? ☒ Yes ☐ No
If "Yes," give details of what happened and when:
Carpet was flooded and had to be cleaned up

(5) Do you have or have you previously had any pets? ☒ Yes ☐ No
If "Yes," indicate type Dog and number 1.

(6) **THE FOUNDATION:** The type of foundation is (i.e., block, poured, wood, stone, other):
Stone.

(7) **THE BASEMENT, CRAWLSPACE, SLAB:**

(a) cracked floor/walls?	☒ Yes	☐ No	(e) leakage/seepage?	☐ Yes	☒ No
(b) drain tile problem?	☐ Yes	☒ No	(f) sewer backup?	☐ Yes	☒ No
(c) flooding?	☒ Yes	☐ No	(g) wet floors/walls?	☐ Yes	☒ No
(d) foundation problem?	☐ Yes	☒ No	(h) other? _____	☐ Yes	☐ No

Give details to any questions answered "Yes":
Flooding issue see Page #2

(8) **THE ROOF:**
(a) What is the age of the roofing material?
Home: X-MJ years Garage(s)/Outbuilding(s): X-MJ years

(b) Has there been any interior or exterior damage?	☐ Yes	☒ No
(c) Has there been interior damage from ice buildup?	☐ Yes	☒ No
(d) Has there been any leakage?	☐ Yes	☒ No
(e) Have there been any repairs or replacements made to the roof?	☒ Yes	☐ No

Give details to any questions answered "Yes":
Repaired garage roof Shingles No leaking Just Loose

132. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

133. Property located at 216 4th St W Chaska MN 55318.

134. (9) **THE EXTERIOR AND INTERIOR WALLS/SIDING/WINDOWS:**

135. (a) The type(s) of siding is (e.g., vinyl, stucco, brick, other): Wood

136. (b) cracks/damage? ☐ Yes ☒ No

137. (c) leakage/seepage? ☐ Yes ☒ No

138. (d) other? ☐ Yes ☒ No

139. Give details to any questions answered "Yes":

140. _____

141. **C. APPLIANCES, HEATING, PLUMBING, ELECTRICAL, AND OTHER MECHANICAL SYSTEMS:**

142. **NOTE:** Check "NA" if the item is not physically located on the Property. Check "Yes" for items in working
143. condition. Check "No" for items not in working condition. Working order means all components of the
144. items specified below.

	NA	Working Order Yes	No
Air-conditioning	☐	☒	☐
☒ Central ☐ Wall ☐ Window			
Air exchange system	☒	☐	☐
Carbon monoxide detector	☐	☒	☐
Ceiling fan	☒	☒	☐
Central vacuum	☒	☐	☐
Clothes dryer	☒	☐	☐
Clothes washer	☒	☐	☐
Dishwasher	☐	☒	☐
Doorbell	☒	☐	☐
Drain tile system	☒	☐	☐
Electrical system	☐	☒	☐
Environmental remediation system			
(e.g., radon, vapor intrusion)	☒	☐	☐
Exhaust system	☒	☐	☐
Fire sprinkler system	☒	☐	☐
Fireplace	☒	☐	☐
Fireplace mechanisms	☒	☐	☐
Freezer	☒	☐	☐
Furnace humidifier	☒	☐	☐
Garage door auto reverse	☒	☐	☐
Garage door opener	☒	☐	☐
Garage door opener remote	☒	☐	☐
Garbage disposal	☒	☐	☐
Heating system (central)	☐	☒	☐
Heating system (supplemental)	☒	☐	☐
Incinerator	☒	☐	☐
Intercom	☒	☐	☐
Invisible fence	☒	☐	☐
Lawn sprinkler system	☒	☐	☐
Microwave	☒	☐	☐
Plumbing	☐	☒	☐

	NA	Working Order Yes	No
Pool and equipment	☒	☐	☐
Propane tank	☒	☐	☐
☐ Rented ☐ Owned			
Range/oven	☐	☒	☐
Range hood	☐	☒	☐
Refrigerator	☐	☒	☐
Security system	☒	☐	☐
☐ Rented ☐ Owned			
Smoke detectors (battery)	☐	☒	☐
Smoke detectors (hardwired)	☒	☐	☐
Solar collectors	☒	☐	☐
Sump pump	☒	☐	☐
Toilet mechanisms	☐	☒	☐
Trash compactor	☒	☐	☐
TV antenna system	☒	☐	☐
TV cable system	☒	☐	☐
TV receiver	☒	☐	☐
TV satellite dish	☒	☐	☐
☐ Rented ☐ Owned			
Water heater	☐	☒	☐
Water purification system	☒	☐	☐
☐ Rented ☐ Owned			
Water softener	☒	☐	☐
☐ Rented ☐ Owned			
Water treatment system	☒	☐	☐
☐ Rented ☐ Owned			
Windows	☐	☒	☐
Window treatments	☐	☒	☐
Wood-burning stove	☒	☐	☐
Other _____	☐	☐	☐
Other _____	☐	☐	☐
Other _____	☐	☐	☐

181. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

182. Property located at 216 4th St W Chaska MN 55318.

183. Are there any items or systems on the Property connected or controlled wirelessly,
184. via internet protocol ("IP"), to a router or gateway or directly to the cloud? ☐ Yes ☒ No

185. Comments regarding issues in Section C:

186. _____

187. **D. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:**
188. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) *(Check appropriate box.)*
189. Seller ☐ **DOES** ☒ **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described
---(Check one.)---
190. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
191. *Subsurface Sewage Treatment System*.)
192. ☐ There is an abandoned subsurface sewage treatment system on the above-described real Property.
193. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*

194. **E. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)
195. *(Check appropriate box(es).)*
196. ☒ Seller does not know of any wells on the above-described real Property.
197. ☐ There are one or more wells located on the above-described real Property. *(See Disclosure Statement: Well.)*
198. ☐ This Property is in a Special Well Construction Area.
199. ☐ There are wells serving the above-described Property that are not located on the Property.
200. (1) How many properties or residences does the shared well serve? _____
201. (2) Is there a maintenance agreement for the shared well? ☐ Yes ☐ No
202. If "Yes," what is the annual maintenance fee? $_____

203. **F. PROPERTY TAX TREATMENT:**
204. **Preferential Property Tax Treatment**
205. Is the Property subject to any preferential property tax status or any other credits
206. affecting the Property? (e.g., Disabled Veterans' Benefits, Disability, Green Acres,
207. Non-Profit Status, RIM, Rural Preserve, etc.) ☐ Yes ☒ No
208. If "Yes," would these terminate upon the sale of the Property? ☐ Yes ☒ No

209. Explain:

210. _____

211. **G. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
212. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
213. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.
214. Seller represents that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,
------(Check one.)-----
215. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
216. survive the closing of any transaction involving the Property described here.

217. **NOTE:** If the above answer is "**IS**," Buyer may be subject to income tax withholding in connection with the
218. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In non-
219. exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
220. If the above answer is "**IS NOT**," Buyer may wish to obtain specific documentation from Seller ensuring
221. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
222. Revenue Code.

223. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
224. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
225. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
226. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

228. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

229. Property located at 216 4th St W Chaska MN 55318.

230. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**
231. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)
232. ☒ Seller is not aware of any methamphetamine production that has occurred on the Property.
233. ☐ Seller is aware that methamphetamine production has occurred on the Property.
234. *(See Disclosure Statement: Methamphetamine Production.)*

235. **I. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety
236. zone with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations
237. are filed with the county recorder in each county where the zoned area is located. If you would like to determine
238. if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is
239. located.

240. **J. NOTICE REGARDING CARBON MONOXIDE DETECTORS:** MN Statute 299F.51 requires Carbon Monoxide
241. Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not
242. be personal property and may or may not be included in the sale of the home.

243. **K. CEMETERY ACT:** The following questions are to be answered to the best of Seller's knowledge.

244. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A
245. person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs, or removes human skeletal
246. remains or human burial grounds is guilty of a felony.
247. Are you aware of any human remains, burials, or cemeteries located on the Property? ☐ Yes ☒ No
248. If "Yes," please explain: _____

249. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in
250. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN
251. Statute 307.08, Subd. 7.

252. **L. ENVIRONMENTAL CONCERNS:** To your knowledge, have any of the following previously existed or do they
253. currently exist on the Property?

254.	(1) Animal/Insect/Pest Infestation? ☐ Yes	☒ No	(6) Lead? (e.g., paint, plumbing) ☐ Yes	☒ No
255.	(2) Asbestos? ☐ Yes	☒ No	(7) Mold? ☐ Yes	☒ No
256.	(3) Diseased trees? ☐ Yes	☒ No	(8) Soil problems? ☐ Yes	☒ No
257.	(4) Formaldehyde? ☐ Yes	☒ No	(9) Underground storage tanks? ☐ Yes	☒ No
258.	(5) Hazardous waste/substances? ☐ Yes	☒ No	(10) Vapor intrusion? ☐ Yes	☒ No
259.	(11) Other? _____		☐ Yes	☐ No

260. (12) Have you ever been contacted or received any information from any governmental
261. authority pertaining to possible or actual environmental contamination (e.g., vapor
262. intrusion, drinking water, and/or soil contamination, etc.) affecting the Property? ☐ Yes ☒ No
263. (13) Are you aware if there are currently, or have previously been, any orders issued
264. on the Property by any governmental authority ordering the remediation of a
265. public health nuisance on the Property? ☐ Yes ☒ No
266. If answer above is "Yes," all orders ☐ **HAVE** ☐ **HAVE NOT** been vacated.
----------(Check one.)----------

267. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section L.
268. _____
269. _____
270. _____
271. _____

273. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

274. Property located at 216 4th St W Chaska MN 55318.

275. **M. RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)

276. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
277. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends
278. having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can
279. easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

280. Every buyer of any interest in residential real property is notified that the property may present exposure to
281. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
282. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
283. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
284. information on radon test results of the dwelling.

285. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
286. Department of Health's publication entitled ***Radon in Real Estate Transactions***, which is attached hereto and
287. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

288. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
289. pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN
290. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
291. the court. Any such action must be commenced within two years after the date on which the buyer closed the
292. purchase or transfer of the real Property.

293. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
294. knowledge.

295. (a) Radon test(s) ☐ **HAVE** ☒ **HAVE NOT** occurred on the Property.
----------(Check one.)----------

296. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** *Seller shall attach the most*
297. *current records and reports pertaining to radon concentration within the dwelling:*

298. _____

299. _____

300. (c) There ☐ **IS** ☒ **IS NOT** a radon mitigation system currently installed on the Property.
------(Check one.)------

301. If "**IS**," Seller shall disclose, if known, information regarding the radon mitigation system, including system
302. description and documentation.

303. _____

304. _____

305. **EXCEPTIONS:** See Section R for exceptions to this disclosure requirement.

306. **N. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
307. Seller's knowledge.

308. **Notices:** Seller ☐ **HAS** ☒ **HAS NOT** received a notice regarding **any** proposed improvement project from **any**
----------(Check one.)----------

309. assessing authorities, the costs of which project may be assessed against the Property. If "HAS," please attach

310. and/or explain:

311. _____

312. _____

313. _____

315. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

316. Property located at 216 4th St W Chaska MN 55318.

317. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an
318. ordinary buyer's use or enjoyment of the Property or any intended use of the Property? [X] Yes [X] No MJ

319. If "Yes," explain:

320. See page #2 Property Disclosures

321.

322.

323.

324. **O. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect
325. many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
326. leaving the home.

327. Examples of exterior moisture sources may be:
328. • improper flashing around windows and doors,
329. • improper grading,
330. • flooding,
331. • roof leaks.

332. Examples of interior moisture sources may be:
333. • plumbing leaks,
334. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
335. • overflow from tubs, sinks, or toilets,
336. • firewood stored indoors,
337. • humidifier use,
338. • inadequate venting of kitchen and bath humidity,
339. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
340. • line-drying laundry indoors,
341. • houseplants—watering them can generate large amounts of moisture.

342. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result
343. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.
344. Therefore, it is very important to detect and remediate water intrusion problems.

345. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to
346. humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious
347. health problems, particularly in some immunocompromised individuals and people who have asthma or allergies
348. to mold.

349. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
350. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the
351. Property inspected for moisture problems before entering into a purchase agreement or as a condition of your
352. purchase agreement. Such an analysis is particularly advisable if you observe staining or musty odors on the
353. Property.

354. **P. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory**
355. **offender registry and persons registered with the predatory offender registry under MN Statue 243.166**
356. **may be obtained by contacting the local law enforcement offices in the community where the property**
357. **is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of**
358. **Corrections web site at www.corr.state.mn.us.**

360. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

361. Property located at 216 4th St W Chaska MN 55318.

362. **Q. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:**

363. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to
364. (1) real property that is not residential real property;
365. (2) a gratuitous transfer;
366. (3) a transfer pursuant to a court order;
367. (4) a transfer to a government or governmental agency;
368. (5) a transfer by foreclosure or deed in lieu of foreclosure;
369. (6) a transfer to heirs or devisees of a decedent;
370. (7) a transfer from a co-tenant to one or more other co-tenants;
371. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
372. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property
373. agreement incidental to that decree;
374. (10) a transfer of newly constructed residential property that has not been inhabited;
375. (11) an option to purchase a unit in a common interest community, until exercised;
376. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with
377. respect to a declarant under section 515B.1-103, clause (2);
378. (13) a transfer to a tenant who is in possession of the residential real property; or
379. (14) a transfer of special declarant rights under section 515B.3-104.

380. **MN STATUTES 144.496: RADON AWARENESS ACT**
381. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers
382. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

383. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the
384. prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not
385. waive, limit, or abridge any obligation for seller disclosure created by any other law.

386. **No Duty to Disclose:**

387. (A) There is no duty to disclose the fact that the Property
388. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
389. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
390. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
391. (3) is located in a neighborhood containing any adult family home, community-based residential facility, or
392. nursing home.

393. (B) **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
394. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
395. manner, provides a written notice that information about the predatory offender registry and persons
396. registered with the registry may be obtained by contacting the local law enforcement agency where the
397. property is located or the Department of Corrections.

398. (C) The provisions in paragraphs (A) and (B) do not create a duty to disclose any facts described in paragraphs
399. (A) and (B) for property that is not residential property.

400. (D) **Inspections.**
401. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real
402. Property if a written report that discloses the information has been prepared by a qualified third party
403. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a
404. federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably
405. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
406. or investigation that has been conducted by the third party in order to prepare the written report.
407. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any
408. information included in a written report under paragraph (1) if a copy of the report is provided to Seller.

410. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

411. Property located at 216 4th St W Chaska MN 55318.

412. **R. ADDITIONAL COMMENTS:**

413. _____

414. _____

415. _____

416. _____

417. _____

418. _____

419. _____

420. **S. SELLER'S STATEMENT:**

421. *(To be signed at time of listing.)*

422. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s)representing
423. or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity
424. in connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement
425. to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the
426. real estate licensee representing or assisting a prospective buyer is considered to have been provided to the
427. prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting
428. the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

429. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed**
430. **here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's**
431. **use or enjoyment of the Property or any intended use of the Property that occur up to the time of closing.**
432. To disclose new or changed facts, please use the *Amendment to Disclosure Statement* form.

433. Michael Judson 2-12-22 _____
(Seller) (Date) (Seller) (Date)

434. **T. BUYER'S ACKNOWLEDGEMENT:**

435. *(To be signed at time of purchase agreement.)*

436. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Property Disclosure Statement* and agree
437. that no representations regarding facts have been made other than those made above. This Disclosure Statement
438. is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the
439. transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

440. The information disclosed is given to the best of Seller's knowledge.

441. _____ _____
(Buyer) (Date) (Buyer) (Date)

442. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
443. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**



This map was created using Carver County Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

Map Date: 2/25/2022

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING: **February 28, 2022**

Paid and Unpaid Invoices:
Check #'s 341318-341508 **$1,631,722.66**

Paid Electronic Invoices:
Wire #'s 3110-3139 **$4,974,612.66**

Amount for Approval-Council Meeting:
February 28, 2022 **$6,606,335.32**

Checks

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
103825 ACUSHNET COMPANY									
300347136		12/13/2021	030122	341366	-665.00	03/31/2022	CRM	PD	CREDIT-RETURNED SHOES
CHECK DATE: 03/01/2022									
912560752		02/08/2022	030122	341366	293.52	10/06/2022	INV	PD	RESALE
CHECK DATE: 03/01/2022									
912561147		02/08/2022	030122	341366	780.00	10/06/2022	INV	PD	RESALE
CHECK DATE: 03/01/2022									
					408.52				
106669 ADIDAS AMERICA INC									
6155980251		02/15/2022	030122	341367	102.13	04/16/2022	INV	PD	RESALE
CHECK DATE: 03/01/2022									
108949 ADVANTAGE COLLECTION PROFESSIONALS LLC									
8184598		02/01/2022	030122	341368	133.72	02/28/2022	INV	PD	Jan Collection Commission
CHECK DATE: 03/01/2022									
100843 AH HERMEL COMPANY									
913722		02/10/2022	030122	341369	139.47	03/10/2022	INV	PD	WATER FOR FD
CHECK DATE: 03/01/2022									
110350 ALEX PRO FIREARMS LLC									
15753		02/09/2022	030122	341370	10,559.40	03/02/2022	INV	PD	Department rifles (12)
CHECK DATE: 03/01/2022									
108061 ERNST ENTERPRISES INC									
97886		02/02/2022	030122	341371	250.00	03/02/2022	INV	PD	RTU installation 2 boots
CHECK DATE: 03/01/2022									
100073 AMARIL UNIFORM CO									
IV224299		02/03/2022	030122	341372	1,707.83	03/03/2022	INV	PD	B. HEITZ CITY ISSUED FR C
CHECK DATE: 03/01/2022									
IV224378		02/04/2022	030122	341372	1,747.29	03/04/2022	INV	PD	J. STORMS CITY ISSUED FR
CHECK DATE: 03/01/2022									
IV224381		02/04/2022	030122	341372	2,074.36	03/04/2022	INV	PD	L. ROHLIK CITY ISSUED FR
CHECK DATE: 03/01/2022									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
IV224402		02/04/2022	030122	341372	950.72	03/04/2022	INV	PD	M. STEINBAUER CITY ISSUED
CHECK DATE: 03/01/2022									
IV224757		02/14/2022	030122	341372	274.45	03/14/2022	INV	PD	J. STORMS FR CLOTHING CIT
CHECK DATE: 03/01/2022									
					6,754.65				
110383 ANDERSON, ROCHELLE									
2011764.002		02/04/2022	030122	341373	472.80	03/04/2022	INV	PD	RFD PERMIT CHARGES-WEDDIN
CHECK DATE: 03/01/2022									
100119 SHAKOPEE VALLEY FORD									
316325FOW		01/31/2022	030122	341374	531.09	02/28/2022	INV	PD	Squad 1212 Brake Pads
CHECK DATE: 03/01/2022									
317058FOW		02/07/2022	030122	341374	1,989.90	03/07/2022	INV	PD	#47 CCC BUS REPAIR PARTS
CHECK DATE: 03/01/2022									
317173FOW		02/08/2022	030122	341374	43.45	03/08/2022	INV	PD	#47 CCC BUS REPAIR PARTS
CHECK DATE: 03/01/2022									
					2,564.44				
100122 ARAMARK REFRESHMENT SERVICES									
4914051		02/03/2022	030122	341375	107.71	03/03/2022	INV	PD	Silver Water Filter for C
CHECK DATE: 03/01/2022									
931732		01/25/2022	030122	341375	68.28	02/25/2022	INV	PD	COFFEE
CHECK DATE: 03/01/2022									
					175.99				
110348 DANIEL JAMES ARNZEN									
187289		02/01/2022	030122	341376	2,460.00	03/01/2022	INV	PD	Glock handguns for traini
CHECK DATE: 03/01/2022									
100146 ASPEN MILLS INC									
288309		02/02/2022	030122	341377	71.20	03/04/2022	INV	PD	DUTY UNIFORM-SCHMIDT
CHECK DATE: 03/01/2022									
288758		02/10/2022	030122	341377	484.00	03/12/2022	INV	PD	PATCHES FOR FF'S
CHECK DATE: 03/01/2022									
					555.20				
100155 AUBURN MANOR									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
MAR 2022	220004	03/01/2022	030122	341378	200.00	03/31/2022	INV	PD	MAR SENIOR CITIZEN DONATI
CHECK DATE: 03/01/2022									
100174 BAUER BUILT TIRE AND BATTERY									
180278314		01/28/2022	030122	341379	2,260.50	03/15/2022	INV	PD	Stock Squad Tires
CHECK DATE: 03/01/2022									
100180 BEAR COMMUNICATIONS INC									
5329947		02/09/2022	030122	341380	182.54	03/09/2022	INV	PD	TC RADIO LICENSES
CHECK DATE: 03/01/2022									
100182 BECKER ARENA PRODUCTS INC									
603912		01/27/2022	030122	341381	47.79	02/27/2022	INV	PD	Rink Glass Diagram Cling
CHECK DATE: 03/01/2022									
604027		02/10/2022	030122	341381	479.59	03/10/2022	INV	PD	Arena 1 Glass Replacement
CHECK DATE: 03/01/2022									
					527.38				
105387 BENJAMIN BUS INC									
97919		02/17/2022	030122	341382	195.00	02/17/2022	INV	PD	Lowry Nature Center Field
CHECK DATE: 03/01/2022									
100188 BERRY COFFEE COMPANY									
885232		02/09/2022	030122	341383	62.22	03/09/2022	INV	PD	Lodge coffee
CHECK DATE: 03/01/2022									
100201 BCBSM INC									
220204304148		02/04/2022	022422	341345	154,742.57	02/21/2022	INV	PD	MAR EMP INS PREM-MEDICAL
CHECK DATE: 02/24/2022									
102279 BOLTON & MENK INC									
0284109		02/14/2022	030122	341384	1,944.00	03/14/2022	INV	PD	2022 FUNDING ASSISTANCE-S
CHECK DATE: 03/01/2022									
100214 BORDER STATES INDUSTRIES INC									
923451058		12/28/2021	022422	341346	2,280.42	01/25/2022	INV	PD	PED UPRIGHT+INTEREST
CHECK DATE: 02/24/2022									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
923706273	220016	02/14/2022	030122	341385	1,477.48	03/25/2022	INV	PD	42 - ELBW LD BRK 1/0 ALUM
CHECK DATE: 03/01/2022									
					3,757.90				
100247 BROADWAY AWARDS INC									
50364		02/08/2022	030122	341386	17.58	03/08/2022	INV	PD	TROPHY PLATE-TC
CHECK DATE: 03/01/2022									
100254 BRYAN ROCK PRODUCTS INC									
52001		02/15/2022	030122	341387	551.82	03/15/2022	INV	PD	W/S STOCKPILE
CHECK DATE: 03/01/2022									
100275 CALLAWAY GOLF									
934197321		01/27/2022	030122	341388	123.45	02/26/2022	INV	PD	RESALE
CHECK DATE: 03/01/2022									
934202910		01/28/2022	030122	341388	567.96	02/27/2022	INV	PD	RESALE
CHECK DATE: 03/01/2022									
					691.41				
100287 CARVER COUNTY PUB HLTH/PLAN & WTR									
97810		02/10/2022	030122	341389	329.97	03/10/2022	INV	PD	IRRIGATION EFFICIENCY GRA
CHECK DATE: 03/01/2022									
100302 CARVER COUNTY									
2939		02/18/2022	030122	341390	2,305.00	03/18/2022	INV	PD	PAY 2022 SA FEES
CHECK DATE: 03/01/2022									
107496 STATE OF MINNESOTA									
PARCEL 20 HWY 41		02/16/2022	022222-2	341343	24,000.00	02/23/2022	INV	PD	CONDEMNATION-HANSONMN
CHECK DATE: 02/22/2022									
PARCEL18/2 HWY41		02/16/2022	022222-2	341343	400,000.00	02/23/2022	INV	PD	CONDEMNATION-HANSONMN 50%
CHECK DATE: 02/22/2022									
PRCLS 7-42-45 HWY 41		02/15/2022	021522	341318	18,400.00	02/15/2022	INV	PD	COURT FILE # 10-CV-21-892
CHECK DATE: 02/15/2022									
					442,400.00				
100317 CARVER COUNTY ENVIRONMENTAL SERVICES DEPT									
12794		02/11/2022	030122	341391	35.00	03/11/2022	INV	PD	HAZARDOUS WASTE LICENSE-P

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 03/01/2022									
100323 CDW GOVERNMENT INC									
R367510		01/26/2022	030122	341392	5,065.05	02/25/2022	INV	PD	3 NEW SURFACE PRO COMPUTE
CHECK DATE: 03/01/2022									
R367972		01/26/2022	030122	341392	38.59	02/25/2022	INV	PD	USB HEADSET
CHECK DATE: 03/01/2022									
R370683		01/26/2022	030122	341392	446.38	02/25/2022	INV	PD	HP MONITORS FOR BLDG INSP
CHECK DATE: 03/01/2022									
R440724		01/27/2022	030122	341392	-528.75	02/27/2022	CRM	PD	CREDIT FOR INCORRECT UPS
CHECK DATE: 03/01/2022									
R503796		01/28/2022	030122	341392	-352.50	02/28/2022	CRM	PD	CREDIT FOR INCORRECT UPS
CHECK DATE: 03/01/2022									
R628307		02/01/2022	030122	341392	838.62	03/03/2022	INV	PD	UPS BATTERIES (3)
CHECK DATE: 03/01/2022									
R885445		02/07/2022	030122	341392	1,777.59	03/09/2022	INV	PD	ASST ADMIN SURFACE PRO/DO
CHECK DATE: 03/01/2022									
					7,284.98				
100332 CENTERPOINT ENERGY RESOURCES CORP									
105010300/JAN22		02/03/2022	021722	341319	7,450.62	03/03/2022	INV	PD	JAN 3210 CHASKA BLVD GAS
CHECK DATE: 02/17/2022									
109045922/JAN22		02/04/2022	022222-2	341344	16,133.84	03/04/2022	INV	PD	JAN 1661 PARK RIDGE DR GA
CHECK DATE: 02/22/2022									
109052076/JAN22		01/04/2022	022222-2	341344	8,832.01	03/04/2022	INV	PD	JAN 1611 PARK RIDGE DR GA
CHECK DATE: 02/22/2022									
80000146268/JAN22		02/11/2022	022422	341347	10,930.67	03/10/2022	INV	PD	JAN GAS SVC
CHECK DATE: 02/24/2022									
80000167843/JAN22		02/11/2022	022422	341347	6,433.09	03/10/2022	INV	PD	JAN GAS SVC
CHECK DATE: 02/24/2022									
					49,780.23				
100333 CENTERPOINT ENERGY RESOURCES CORP									
80000167793/JAN22		02/11/2022	022422	341348	79.49	03/10/2022	INV	PD	JAN CITY PKS GAS SVC
CHECK DATE: 02/24/2022									
100337 QWEST CORPORATION									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
313249294/FEB22 CHECK DATE: 02/24/2022		02/11/2022	022422	341349	54.21	03/10/2022	INV	PD	FEB TC MAINT LOC PHN SVC
313408124/FEB22 CHECK DATE: 02/24/2022		02/11/2022	022422	341349	125.73	03/10/2022	INV	PD	FEB TC MAINT LOC PHN SVC
313692512/FEB22 CHECK DATE: 02/17/2022		02/01/2022	021722	341320	255.59	02/28/2022	INV	PD	FEB TC CLUBHS LOC PHN SVC
313773369/FEB22 CHECK DATE: 02/17/2022		02/01/2022	021722	341320	98.13	02/28/2022	INV	PD	FEB CCC BURGLAR ALARM
					533.66				
100374 CHANHASSEN, CITY OF									
January 2022 CHECK DATE: 03/01/2022		02/07/2022	030122	341393	33.84	03/01/2022	INV	PD	JAN HWY 41/82ND ST SIGNAL
105431 EUGENE FLAUVIN MILLER									
97868 CHECK DATE: 03/01/2022		02/16/2022	030122	341394	350.00	03/16/2022	INV	PD	#203 TAIL GATE REFURBISH
97869 CHECK DATE: 03/01/2022		02/16/2022	030122	341394	4,377.49	03/16/2022	INV	PD	#203 TRUCK ACCIDENT REPAI
					4,727.49				
110386 CITY OF CARVER									
00001768 CHECK DATE: 03/01/2022		02/10/2022	030122	341395	8,237.90	02/28/2022	INV	PD	CHASKA SHARE OF XCEL BILL
100404 CITY OF EDEN PRAIRIE									
4099 CHECK DATE: 03/01/2022		01/01/2022	030122	341396	2,000.00	02/24/2022	INV	PD	2022 WAFTA Dues-Regional
109942 MANSFIELD TOP SERVICES INC									
42009002954 CHECK DATE: 03/01/2022		01/31/2022	030122	341397	37.50	03/02/2022	INV	PD	Jan Event Ctr Labor
100418 CLEARSOFT INC									
148-327 CHECK DATE: 02/17/2022		02/01/2022	021722	341321	75.00	02/27/2022	INV	PD	FEB FD WATER SOFTENER REN
100419 CLOVER CONDOMINIUM ASSOCIATION									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
498838-3	220002	02/15/2022	021722	341322	419.95	03/01/2022	INV	PD	MAR COMMUNITY ROOM DUES
CHECK DATE: 02/17/2022									
100436 COMCAST CORPORATION									
0036243/FEB22-TC		02/07/2022	022422	341350	228.03	03/04/2022	INV	PD	FEB CLUBHOUSE CABLE
CHECK DATE: 02/24/2022									
97834		02/09/2022	021722	341323	79.78	03/06/2022	INV	PD	Feb PD Cable
CHECK DATE: 02/17/2022									
					307.81				
109773 COMMUNITY DESIGN GROUP INC									
FJ-011		02/02/2022	030122	341398	2,857.95	03/02/2022	INV	PD	Ped/Bike Plan-Jan
CHECK DATE: 03/01/2022									
109579 COMPASS MINERALS AMERICA INC									
951295		02/10/2022	030122-2	341505	13,898.11	03/10/2022	INV	PD	ROAD SALT
CHECK DATE: 03/01/2022									
105466 COMPUTER INTEGRATION TECHNOLOGIES INC									
321241		01/14/2022	022222-1	341338	3,517.00	03/22/2022	INV	PD	JAN OFFICE 365 AGREEMENT
CHECK DATE: 02/22/2022									
322508		02/15/2022	030122	341399	3,469.00	03/17/2022	INV	PD	FEB OFFICE 365 AGREEMENT
CHECK DATE: 03/01/2022									
					6,986.00				
107686 CONCENTRA HEALTH SERVICES INC									
15427692		01/20/2022	030122	341400	68.00	03/07/2022	INV	PD	DOT ANNUAL QUERIES, DRUG
CHECK DATE: 03/01/2022									
106301 CORE AND MAIN LP									
Q381700		02/17/2022	030122	341401	136.66	03/17/2022	INV	PD	HYDRANT THAWING LIQUID
CHECK DATE: 03/01/2022									
107485 CROWN COLLEGE									
30		02/03/2022	030122	341402	700.00	03/03/2022	INV	PD	JAN 2022 EMT/EMR TRG/EMT
CHECK DATE: 03/01/2022									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100479 CULLIGAN-METRO BROOKLYN PARK									
114-01594506-5 JAN22 CHECK DATE: 02/24/2022		01/31/2022	022422	341351	86.79	02/18/2022	INV	PD	COOLER RENT & WATER-TC MA
110391 CUMMINS INC									
E4-81764 CHECK DATE: 03/01/2022		12/02/2021	030122	341403	99.89	02/16/2022	INV	PD	#328 FIRE OIL CAP
E4-81782 CHECK DATE: 03/01/2022		12/02/2021	030122	341403	141.36	02/16/2022	INV	PD	#328 FIRE VALVE COVER O-R
E4-95351 CHECK DATE: 03/01/2022		02/07/2022	030122	341403	836.42	03/07/2022	INV	PD	#921 VACTOR REPAIR
E6-29133 CHECK DATE: 03/01/2022		02/01/2022	030122	341404	306.82	03/01/2022	INV	PD	#312 FIRE TRUCK FILTERS
					1,384.49				
110356 DAHL, BARBARA									
36532 CHECK DATE: 03/01/2022		02/14/2022	030122	341405	42.17	03/14/2022	INV	PD	METER DEPOSIT REFUND-3100
100509 DEALER AUTOMOTIVE SERVICES INC									
1-118136 CHECK DATE: 03/01/2022		02/09/2022	030122	341406	374.50	03/09/2022	INV	PD	#304 FIRE INSTALL REMOTE
100549 DORSEY AND WHITNEY LLP									
3725600 CHECK DATE: 03/01/2022		02/04/2022	030122	341407	4,306.50	03/04/2022	INV	PD	City Square West Legal-Ja
105629 DICKS SANITATION SERVICE INC									
DT0004425697 CHECK DATE: 02/17/2022		01/31/2022	021722	341324	178.32	02/15/2022	INV	PD	FIRE STATION
109650 DUDE SOLUTIONS INC									
INV-104740 CHECK DATE: 03/01/2022		01/26/2022	030122	341408	4,066.00	02/25/2022	INV	PD	SMARTGOV CUSTOM SERVICES
103874 EARTH NETWORKS INC									
WBB0046765		02/17/2022	030122	341409	1,837.50	03/19/2022	INV	PD	WEATHER SERVICE SUBSCRIPT

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 03/01/2022									
110347 REBECCA WHITE									
2022-03		12/30/2021	030122	341410	2,500.00	02/28/2022	INV	PD	FD-SOG FORMATTING AND EDI
CHECK DATE: 03/01/2022									
100617 ESCH CONSTRUCTION SUPPLY INC									
INV18835		02/07/2022	030122	341411	754.00	03/07/2022	INV	PD	CONCRETE DEMO & EARLY ENT
CHECK DATE: 03/01/2022									
100619 ESS BROTHERS & SONS INC									
CC1123		02/02/2022	030122	341412	198.00	03/02/2022	INV	PD	REPLACEMENT GRATE FOR COL
CHECK DATE: 03/01/2022									
100649 FEDERAL EXPRESS CORPORATION									
7-655-04841		02/09/2022	022222-1	341339	31.90	02/24/2022	INV	PD	FedEx USB Lockbox
CHECK DATE: 02/22/2022									
110169 FELHABER LARSON FENLON AND VOGT PA									
684716		02/03/2022	030122	341413	23,736.99	03/03/2022	INV	PD	TH 41 PROJECT-PROPERTY AC
CHECK DATE: 03/01/2022									
100653 FERGUSON ENTERPRISES INC									
9070025		02/03/2022	030122	341414	59.27	03/02/2022	INV	PD	PLUMBING FITTINGS FOR FAN
CHECK DATE: 03/01/2022									
9082813		02/08/2022	030122	341414	211.47	03/08/2022	INV	PD	Plumbing fittings for uti
CHECK DATE: 03/01/2022									
9089589		02/09/2022	030122	341414	39.96	03/09/2022	INV	PD	MAINT ROOM PLUMBING FITTI
CHECK DATE: 03/01/2022									
					310.70				
100655 FERRELLGAS 7780961									
1112877861		01/26/2022	030122	341415	49.07	02/26/2022	INV	PD	PROPANE
CHECK DATE: 03/01/2022									
106634 GALLUS GOLF LLC									
9392		02/01/2022	030122	341416	2,500.00	03/03/2022	INV	PD	MOBILE APP ANNUAL LICENSE

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 03/01/2022									
110270 GARTNER REFRIGERATION INC									
10689771		10/13/2021	030122	341417	1,311.43	03/03/2022	INV	PD	Curling Pump Seal Repair
CHECK DATE: 03/01/2022									
11222209		12/14/2021	030122	341417	746.02	03/03/2022	INV	PD	Curling Brine Pump Repair
CHECK DATE: 03/01/2022									
					2,057.45				
100705 GCSAA									
1080555		01/27/2022	030122	341418	205.00	03/01/2022	INV	PD	MEMBERSHIP DUES-T GRAMITH
CHECK DATE: 03/01/2022									
108000 GEORGE PHILLIPS CURLING STONE									
577825		02/04/2022	030122	341419	988.00	03/04/2022	INV	PD	Blade sharpening
CHECK DATE: 03/01/2022									
577838		02/04/2022	030122	341419	219.20	03/04/2022	INV	PD	stone grind
CHECK DATE: 03/01/2022									
					1,207.20				
106901 INFLECTION.COM INC									
CIT02939043		01/31/2022	030122	341420	208.00	03/02/2022	INV	PD	JAN BACKGROUND CHECKS
CHECK DATE: 03/01/2022									
101463 GOPHER STATE ONE CALL									
2010281		01/31/2022	030122	341421	143.10	02/28/2022	INV	PD	JANUARY LOCATES
CHECK DATE: 03/01/2022									
100759 WW GRAINGER INC									
9191503938		01/26/2022	030122	341422	44.28	02/26/2022	INV	PD	ANTISLIP TAPE (MSB SHOP)
CHECK DATE: 03/01/2022									
9198185341		02/01/2022	030122	341422	106.25	03/01/2022	INV	PD	VALVE & VALVE LINKAGES FO
CHECK DATE: 03/01/2022									
9200756287		02/03/2022	030122	341422	20.52	03/05/2022	INV	PD	BENCH GRINDER SWITCH
CHECK DATE: 03/01/2022									
					171.05				
100810 HAWKINS INC									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6111944		01/24/2022	030122	341423	4,430.83	02/24/2022	INV	PD	WTP CHEMICALS
CHECK DATE: 03/01/2022									
100821 HEALTHPARTNERS INC									
110705275		02/10/2022	022422	341352	6,980.01	02/28/2022	INV	PD	MAR EMP INS PREM-DENTAL
CHECK DATE: 02/24/2022									
100834 HENNEPIN COUNTY FIRE CHIEFS ASSOC									
97939		02/16/2022	030122	341424	20.00	03/16/2022	INV	PD	2022 CHIEFS DUES
CHECK DATE: 03/01/2022									
107645 HENNING PROFESSIONAL SERVICES INC									
111-6		08/09/2021	030122-2	341506	2,537.82	02/24/2022	INV	PD	6TH ST BRIDGE-2021 DT REC
CHECK DATE: 03/01/2022									
100848 HIGH TECH CLEANING INC									
17404		02/01/2022	030122	341425	3,092.25	03/01/2022	INV	PD	CITY HALL
CHECK DATE: 03/01/2022									
17405		02/01/2022	030122	341425	485.16	03/01/2022	INV	PD	COMMUNITY ROOM - CLOVER R
CHECK DATE: 03/01/2022									
17406		02/01/2022	030122	341425	1,495.91	03/01/2022	INV	PD	FIRE STATION
CHECK DATE: 03/01/2022									
17407		02/01/2022	030122	341425	1,140.83	03/01/2022	INV	PD	HISTORY CENTER
CHECK DATE: 03/01/2022									
17408		02/01/2022	030122	341425	202.15	03/01/2022	INV	PD	IT DEPARTMENT
CHECK DATE: 03/01/2022									
17409		02/01/2022	030122	341425	1,971.55	03/01/2022	INV	PD	MSB
CHECK DATE: 03/01/2022									
17410		02/01/2022	030122	341425	161.72	03/01/2022	INV	PD	STANTEC BUILDING
CHECK DATE: 03/01/2022									
17411		02/01/2022	030122	341425	625.00	03/01/2022	INV	PD	WTP
CHECK DATE: 03/01/2022									
17453		02/01/2022	030122	341425	6,461.95	03/01/2022	INV	PD	Jan CCC Cleaning Service
CHECK DATE: 03/01/2022									
17464		02/01/2022	030122	341425	600.54	03/01/2022	INV	PD	MSB CLEANING SUPPLIES
CHECK DATE: 03/01/2022									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					16,237.06				
100879 PRAIRIE TECHNOLOGIES INC OF MN									
220081		01/26/2022	030122	341426	4,206.98	02/25/2022	INV	PD	Arena 2, MUA
CHECK DATE: 03/01/2022									
220139		01/31/2022	030122	341426	1,000.00	02/28/2022	INV	PD	8 HOUR DIAL UP SUPPORT 20
CHECK DATE: 03/01/2022									
220159		01/31/2022	030122	341426	1,000.00	02/28/2022	INV	PD	8 HOUR DIAL UP SUPPORT
CHECK DATE: 03/01/2022									
					6,206.98				
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP									
2022/0211-ICMA		02/11/2022	021722	341325	6,407.47	02/11/2022	INV	PD	021122 Payroll 457 & Roth
CHECK DATE: 02/17/2022									
100896 IMAGE TREND INC									
131564		11/01/2021	030122	341427	4,917.27	03/11/2022	INV	PD	ANNUAL FEE-FD SCHEDULING
CHECK DATE: 03/01/2022									
104751 IMPACT MAILING OF MINNESOTA INC									
157253		02/18/2022	030122	341428	553.98	03/18/2022	INV	PD	Feb Disconnects
CHECK DATE: 03/01/2022									
157254		02/18/2022	030122	341428	246.78	03/15/2022	INV	PD	Feb Final Bills
CHECK DATE: 03/01/2022									
					800.76				
100900 INDELCO PLASTICS CORPORATION									
INV308241		02/04/2022	030122	341429	77.44	03/04/2022	INV	PD	POT PERM ROOM TRANSFER PU
CHECK DATE: 03/01/2022									
107970 PATRICK HAWKINS									
10649		02/17/2022	030122	341430	2,215.74	03/19/2022	INV	PD	SPARE EDGES FOR DUMP PLOW
CHECK DATE: 03/01/2022									
102031 TYCO FIRE & SECURITY (US) MANAGEMENT INC									
22727725		01/31/2022	030122	341431	596.89	02/28/2022	INV	PD	WTP FIRE ALARM TEST & INS
CHECK DATE: 03/01/2022									
22760843		02/10/2022	030122	341431	272.69	03/10/2022	INV	PD	WTP SPRINKLER TEST AND IN

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 03/01/2022									
88528823		02/16/2022	030122	341431	388.37	03/23/2022	INV	PD	FIRE SYS SV-TC MAINT
CHECK DATE: 03/01/2022									
					1,257.95				
108948 AUDRANN INC									
1355255		02/04/2022	030122	341432	130.54	03/04/2022	INV	PD	IGNITION MODULE FOR ELECT
CHECK DATE: 03/01/2022									
1355901		02/14/2022	030122	341432	139.44	03/31/2022	INV	PD	THERMOSTAT SUNSET PARK PU
CHECK DATE: 03/01/2022									
					269.98				
107614 KIESLER POLICE SUPPLY INC									
IN182627		01/26/2022	030122	341433	2,769.00	02/25/2022	INV	PD	Training Pistols
CHECK DATE: 03/01/2022									
110349 KILLMER ELECTRIC CO INC									
193805234-1		01/31/2022	030122-2	341507	109,611.00	03/09/2022	INV	PD	OAK ST STORM WATER PUMP S
CHECK DATE: 03/01/2022									
101043 LANO EQUIPMENT INC									
01-891029		01/27/2022	030122	341434	-209.51	02/27/2022	CRM	PD	BOBCAT WIPERBLADES -CREDI
CHECK DATE: 03/01/2022									
01-892662		02/07/2022	030122	341434	25.16	03/07/2022	INV	PD	#719 BOBCAT REPAIR PART
CHECK DATE: 03/01/2022									
01-892885		02/08/2022	030122	341434	252.35	03/08/2022	INV	PD	#124 BOBCAT REPAIR PART
CHECK DATE: 03/01/2022									
					68.00				
101050 LAW ENFORCEMENT LABOR SERVICES INC									
Feb-22		02/11/2022	021722	341326	1,560.00	02/11/2022	INV	PD	Feb-22 Police Union Dues
CHECK DATE: 02/17/2022									
101056 LEAGUE OF MINNESOTA CITIES									
7005		01/27/2022	030122	341435	1,894.81	03/10/2022	INV	PD	GOLF BALL HIT BY MOWER ST
CHECK DATE: 03/01/2022									
101058 LEAGUE OF MINNESOTA CITIES									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
355953		01/01/2022	022422	341354	2,375.10	02/16/2022	INV	PD	2022 PATROL online traini
CHECK DATE: 02/24/2022									
357628		01/11/2022	022422	341353	1,015.00	02/11/2022	INV	PD	MN CITIES STORMWATER COAL
CHECK DATE: 02/24/2022									
					3,390.10				
101097 LOCATORS & SUPPLIES INC									
0297650-IN		02/08/2022	030122	341436	1,280.13	03/08/2022	INV	PD	TERMINATING TENT
CHECK DATE: 03/01/2022									
110118 LOCKRIDGE GRINDAL NAUEN PLLP									
113077		02/01/2022	030122	341437	3,333.33	03/01/2022	INV	PD	Feb Lobbyist for City Squ
CHECK DATE: 03/01/2022									
103842 LOCAL GOVERNMENT INFORMATION SYSTEMS									
51658		02/01/2022	030122	341438	804.00	03/03/2022	INV	PD	FEB SA SUPPORT
CHECK DATE: 03/01/2022									
105710 MACQUEEN EMERGENCY GROUP									
P01650		02/07/2022	030122	341439	67.24	03/07/2022	INV	PD	REPLACEMENT LINER PAD CUS
CHECK DATE: 03/01/2022									
P01722		02/15/2022	030122	341439	616.61	03/15/2022	INV	PD	GAS MONITOR-FD
CHECK DATE: 03/01/2022									
P06056		11/18/2021	022422	341355	212.40	02/14/2022	INV	PD	#327 VALVE REBUILD KIT
CHECK DATE: 02/24/2022									
					896.25				
103449 MADDEN GALANTER HANSEN LLP									
97881		02/11/2022	030122	341440	2,005.50	03/11/2022	INV	PD	JAN LEGAL
CHECK DATE: 03/01/2022									
110353 MANGRUM, TAMMIE									
35605		02/14/2022	030122	341441	109.75	03/14/2022	INV	PD	METER DEPOSIT REFUND-202
CHECK DATE: 03/01/2022									
103176 MANSFIELD OIL COMPANY									
23002817		02/11/2022	030122	341442	9,315.10	03/13/2022	INV	PD	DYED DIESEL W/ COLDPRO

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 03/01/2022									
106904 MCMASTER-CARR SUPPLY COMPANY									
72867326		02/11/2022	030122	341443	263.52	03/11/2022	INV	PD	BOLTS FOR PEDS
CHECK DATE: 03/01/2022									
109704 MOBILE HEALTH SERVICES LLC									
40673		01/26/2022	030122	341444	790.00	03/04/2022	INV	PD	Annual Fit Testing-PD
CHECK DATE: 03/01/2022									
101172 MERCHANT JOB TRAINING & SAFETY INC									
6640		02/14/2022	030122	341445	550.00	03/16/2022	INV	PD	JOB TRAINING-DAN PECORARO
CHECK DATE: 03/01/2022									
101183 METROPOLITAN COUNCIL									
JAN 2022 SAC		01/28/2022	022422	341356	36,902.25	02/28/2022	INV	PD	JAN SAC CHARGES
CHECK DATE: 02/24/2022									
101182 METROPOLITAN COUNCIL									
0001135893		02/08/2022	022422	341357	236,023.00	03/01/2022	INV	PD	MAR SEWER SERVICES FOR ME
CHECK DATE: 02/24/2022									
101187 METRO SALES INC									
INV1974518		01/27/2022	030122	341446	145.35	02/26/2022	INV	PD	TC COPIER CONTRACT-SEMI A
CHECK DATE: 03/01/2022									
INV1982709		02/08/2022	030122	341446	197.00	03/10/2022	INV	PD	Contract Invoice-PD
CHECK DATE: 03/01/2022									
INV1989720		02/17/2022	030122	341446	136.00	03/19/2022	INV	PD	MP C3003 color
CHECK DATE: 03/01/2022									
INV1992636		02/22/2022	030122	341446	122.00	03/24/2022	INV	PD	MAR FD COPIER
CHECK DATE: 03/01/2022									
					600.35				
101191 MGCSA									
05793		01/04/2022	030122	341447	165.00	03/02/2022	INV	PD	MOERS MEMBERSHIP RENEWAL
CHECK DATE: 03/01/2022									
05794		01/04/2022	030122	341447	165.00	03/02/2022	INV	PD	HOLDEN MEMBERSHIP RENEWAL

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 03/01/2022									
05896		01/19/2022	030122	341447	165.00	03/02/2022	INV	PD	REIF MEMBERSHIP RENEWAL
CHECK DATE: 03/01/2022									
05976		01/27/2022	030122	341447	165.00	03/02/2022	INV	PD	GRAMITH MEMBERSHIP RENEWA
CHECK DATE: 03/01/2022									
					660.00				
105998 MILBANK WINWATER WORKS									
175678 03	220013	01/17/2022	030122	341448	2,653.54	02/17/2022	INV	PD	WATER INVENTORY - 1" METE
CHECK DATE: 03/01/2022									
110351 MILBRANDT, KEVIN									
10013329		02/14/2022	030122	341449	40.68	03/14/2022	INV	PD	METER DEPOSIT REFUND-348
CHECK DATE: 03/01/2022									
101217 MINNESOTA CHILD SUPPORT PMT CTR									
PR021122001510208001		02/11/2022	021722	341327	184.58	02/11/2022	INV	PD	021122 Payroll Child Supp
CHECK DATE: 02/17/2022									
101211 MINNESOTA DEPT OF AGRICULTURE									
20020159-2022		12/16/2021	030122	341450	10.00	03/02/2022	INV	PD	MOERS PESTICIDE LICENSE R
CHECK DATE: 03/01/2022									
20039552-2022		12/17/2021	030122	341450	10.00	03/02/2022	INV	PD	HOLDEN PESTICIDE LICENSE
CHECK DATE: 03/01/2022									
20126341-2022		12/16/2021	030122	341450	10.00	03/02/2022	INV	PD	GRAMITH PESTICIDE LICENSE
CHECK DATE: 03/01/2022									
20129917-2022		12/16/2021	030122	341450	75.00	03/02/2022	INV	PD	HANSON PESTICIDE LICENSE
CHECK DATE: 03/01/2022									
					105.00				
101229 MINNESOTA DEPT OF EMPLOYMENT									
25	220005	03/01/2022	030122	341451	2,433.64	03/15/2022	INV	PD	FORMACOAT LLC LOAN REPAYM
CHECK DATE: 03/01/2022									
101216 MINNESOTA FIRE SERVICE CERTIFICATION BOARD									
9598		01/10/2022	030122-2	341508	1,230.00	02/10/2022	INV	PD	ROOKIE FF EXAMS IN 2021
CHECK DATE: 03/01/2022									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101246 MINNESOTA MOTOR VEHICLE DEPT									
97766 CHECK DATE: 03/01/2022		02/09/2022	030122	341452	25.00	02/09/2022	INV	PD	Forfeiture Title Transfer
97767 CHECK DATE: 03/01/2022		02/09/2022	030122	341452	25.00	02/09/2022	INV	PD	Forfeiture Title Transfer
					50.00				
101247 MINNESOTA MUNICIPAL UTILITIES ASSN									
59071 CHECK DATE: 03/01/2022		02/02/2022	030122	341453	3,900.00	03/02/2022	INV	PD	S. MUNKELWITZ - MMUA LEAD
59103 CHECK DATE: 03/01/2022		02/22/2022	030122	341453	3,000.00	03/24/2022	INV	PD	C. SCHMIEG STEPPING INTO
59104 CHECK DATE: 03/01/2022		02/22/2022	030122	341453	465.00	03/24/2022	INV	PD	G. WICKENHAUSER UNDERGROU
					7,365.00				
101303 MN TEAMSTER PUBLIC AND LAW ENFORCEMENT									
Feb-22 CHECK DATE: 02/17/2022		02/11/2022	021722	341328	4,356.00	02/11/2022	INV	PD	Feb-22 Local #320 Union D
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE									
107050711/JAN22 CHECK DATE: 02/17/2022		01/27/2022	021722	341329	799.48	02/22/2022	INV	PD	JAN ST LITES-TOWN COURSE
121770311/JAN22 CHECK DATE: 02/17/2022		01/27/2022	021722	341329	28.53	02/22/2022	INV	PD	JAN 4255 CREEK RD
778377500/JAN22 CHECK DATE: 02/17/2022		02/07/2022	021722	341329	55.95	03/02/2022	INV	PD	JAN 12500 CTY RD 11 SIGNA
778377800/JAN22 CHECK DATE: 02/17/2022		02/07/2022	021722	341329	37.69	03/02/2022	INV	PD	JAN 4250 ENGLER BLVD SIGN
778377900/JAN22 CHECK DATE: 02/17/2022		02/07/2022	021722	341329	36.98	03/02/2022	INV	PD	JAN 4100 ENGLER BLVD SIGN
781385500/JAN22 CHECK DATE: 02/17/2022		02/07/2022	021722	341329	10.47	03/02/2022	INV	PD	JAN 4463 CTY RD 44
					969.10				
101341 MINNESOTA DEPT OF LABOR & INDUSTRY									
JANUARY0190352002		01/31/2022	022422	341358	4,664.83	02/28/2022	INV	PD	JAN PERMIT SURCHARGES

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 02/24/2022									
101307 MOBILE MINI INC									
9013000597		02/07/2022	030122	341454	676.00	03/09/2022	INV	PD	CLOVER RIDGE RINK RENTAL
CHECK DATE: 03/01/2022									
101280 MINNESOTA PUBLIC GOLF ASSOCIATION									
2022		02/08/2022	030122	341455	100.00	05/01/2022	INV	PD	2022 ANNUAL DUES
CHECK DATE: 03/01/2022									
103236 MRA-THE MANAGEMENT ASSOCIATION									
00407048		02/07/2022	030122	341456	393.75	03/09/2022	INV	PD	JAN COMPENSATION SERVICES
CHECK DATE: 03/01/2022									
101354 MTI DISTRIBUTING INC #700767									
1333867-00		01/26/2022	030122	341457	316.80	02/26/2022	INV	PD	ELECTRICAL METER
CHECK DATE: 03/01/2022									
1333962-00		01/27/2022	030122	341457	68.83	02/27/2022	INV	PD	SWITCH SPRAYER
CHECK DATE: 03/01/2022									
1334271-00		02/02/2022	030122	341457	861.18	03/02/2022	INV	PD	SMALL SPRAYER PARTS
CHECK DATE: 03/01/2022									
1334740-00		02/09/2022	030122	341457	103.09	03/09/2022	INV	PD	SPRAYER PARTS
CHECK DATE: 03/01/2022									
					1,349.90				
106657 MUNICIPAL ASSET MANAGEMENT INC									
01132022M3		02/16/2022	022422	341359	4,983.31	03/13/2022	INV	PD	CCC FITNESS EQUIP LEASE P
CHECK DATE: 02/24/2022									
101365 STAR GROUP LLC									
4472/JAN2022		01/31/2022	022222-1	341340	2,860.41	02/10/2022	INV	PD	JAN PARTS & SUPPLIES
CHECK DATE: 02/22/2022									
106198 NAVIANT INC									
0144437-IN		02/04/2022	022422	341360	3,272.00	02/24/2022	INV	PD	JAN ONBASE HOSTING FEE
CHECK DATE: 02/24/2022									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
105875 NETWORKFLEET INC									
OSV000002682659 CHECK DATE: 02/24/2022		02/01/2022	022422	341361	259.04	03/01/2022	INV	PD	Data Processing - GPS
102654 NORTH AMERICAN SAFETY INC									
INV62776 CHECK DATE: 03/01/2022		02/10/2022	030122	341458	257.85	03/10/2022	INV	PD	LANCE WECKMAN INITIAL CLO
INV62777 CHECK DATE: 03/01/2022		02/10/2022	030122	341458	162.50	03/10/2022	INV	PD	WHITE SAFETY SUITS
INV62816 CHECK DATE: 03/01/2022		02/14/2022	030122	341458	250.58	03/14/2022	INV	PD	L. WECKMAN INITIAL CLOTHI
INV62884 CHECK DATE: 03/01/2022		02/16/2022	030122	341458	73.76	03/16/2022	INV	PD	L. WECKMAN INITIAL CLOTHI
					744.69				
100202 BLUETARP FINANCIAL INC									
49730452 CHECK DATE: 03/01/2022		02/11/2022	030122	341459	39.99	03/15/2022	INV	PD	NORTHERN TOOL MEMBERSHIP
101470 O'REILLY AUTOMOTIVE STORES INC									
556275/JAN2022 CHECK DATE: 02/17/2022		01/28/2022	021722	341330	673.66	02/20/2022	INV	PD	JAN PARTS & SUPPLIES
110385 OCEANID									
13833 CHECK DATE: 03/01/2022		12/06/2021	030122	341460	5,500.00	03/16/2022	INV	PD	INFLATABLE RESCUE CRAFT
101445 OFFICE DEPOT									
222449983001 CHECK DATE: 03/01/2022		01/27/2022	030122	341461	44.24	02/26/2022	INV	PD	OFFICE SUPPLIES-A. KUZNIA
222455797001 CHECK DATE: 03/01/2022		01/27/2022	030122	341461	8.19	02/27/2022	INV	PD	CORRECTION TAPE-T. HILL
223031278001 CHECK DATE: 03/01/2022		01/24/2022	030122	341462	28.13	02/25/2022	INV	PD	Highlighters
223031390001 CHECK DATE: 03/01/2022		01/24/2022	030122	341462	6.14	02/25/2022	INV	PD	Highlighters
223721074001		02/02/2022	030122	341461	38.58	03/05/2022	INV	PD	Insulated coffee cups for

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 03/01/2022									
223728274001		02/02/2022	030122	341461	52.79	03/05/2022	INV	PD	Folgers Coffee for the br
CHECK DATE: 03/01/2022									
224903186001-1		01/26/2022	030122	341461	22.19	02/26/2022	INV	PD	4 Tier Leaflet Holder for
CHECK DATE: 03/01/2022									
224903186001-2		01/26/2022	030122	341461	18.10	02/26/2022	INV	PD	Post it flags for the wor
CHECK DATE: 03/01/2022									
224903186001-3		01/26/2022	030122	341461	73.98	02/26/2022	INV	PD	Copy paper for the workro
CHECK DATE: 03/01/2022									
225089813001		01/28/2022	030122	341461	153.78	03/05/2022	INV	PD	Folder packets for Commun
CHECK DATE: 03/01/2022									
226551861001		02/03/2022	030122	341462	22.56	03/11/2022	INV	PD	Letter Opener and Tray
CHECK DATE: 03/01/2022									
227047087001		02/07/2022	030122	341462	57.56	03/11/2022	INV	PD	Post-It Notes and Tape
CHECK DATE: 03/01/2022									
					526.24				
101465 ON SITE SANITATION INC									
0001285266		02/19/2022	030122	341463	146.00	03/21/2022	INV	PD	CLOVER RIDGE HOCKEY RINK
CHECK DATE: 03/01/2022									
0001285267		02/19/2022	030122	341463	146.00	03/21/2022	INV	PD	FIREMAN'S PARK ICE RINK
CHECK DATE: 03/01/2022									
					292.00				
110354 PARUPALLI, SAI RITVIK									
35660		02/14/2022	030122	341464	67.49	03/14/2022	INV	PD	METER DEPOSIT REFUND-1112
CHECK DATE: 03/01/2022									
101491 PATCHIN MESSNER APPRAISALS INC									
22203		02/15/2022	030122	341465	1,520.00	03/15/2022	INV	PD	2022 DT ST RECON
CHECK DATE: 03/01/2022									
106228 PAYNE, JERAD J									
97929		01/14/2022	030122	341466	340.48	03/09/2022	INV	PD	REIMB MILEAGE-TRIP TO REV
CHECK DATE: 03/01/2022									
101557 POWER SYSTEM ENGINEERING INC									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9040610		02/09/2022	030122	341467	1,457.50	03/09/2022	INV	PD	MISC PLANNING AND ENG FOR
CHECK DATE: 03/01/2022									
101571 PREMIUM WATERS INC									
417080-01-22		01/31/2022	022422	341362	12.83	02/28/2022	INV	PD	WATER-TC CLUBHOUSE
CHECK DATE: 02/24/2022									
107855 STAPLES INC									
22519974		01/21/2022	030122	341468	43.57	02/21/2022	INV	PD	BREAKROOM SUPPLIES
CHECK DATE: 03/01/2022									
22703710		01/28/2022	030122	341468	22.99	02/28/2022	INV	PD	DESK CALENDAR-B. JUNG
CHECK DATE: 03/01/2022									
					66.56				
110355 REMPEL, MARY									
35733		02/14/2022	030122	341469	74.72	03/14/2022	INV	PD	METER DEPOSIT REFUND-245
CHECK DATE: 03/01/2022									
101638 RURAL ELECTRIC SUPPLY COOPERATIVE									
844962-00		02/16/2022	030122	341470	970.63	03/18/2022	INV	PD	ROPE, POLY PAIL 2500 FEET
CHECK DATE: 03/01/2022									
101698 SAFEASSURE CONSULTANTS INC									
3088		12/31/2021	022422	341363	12,934.15	01/31/2022	INV	PD	2022 SAFETY TRAINING+INTE
CHECK DATE: 02/24/2022									
101703 SALVATION ARMY									
JAN/22 HS		02/14/2022	030122	341471	135.00	03/14/2022	INV	PD	JAN HEATSHARE CONTRIBUTIO
CHECK DATE: 03/01/2022									
108102 SECURITAS ELECTRONIC SECURITY INC									
7000891527		01/23/2022	021722	341331	141.75	02/23/2022	INV	PD	B. BASKET MONITORING 2/1/
CHECK DATE: 02/17/2022									
7000891528		01/23/2022	021722	341331	193.20	02/23/2022	INV	PD	CITY HALL MONITORING 2/1/
CHECK DATE: 02/17/2022									
					334.95				
104416 KELBRO COMPANY									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2729803		02/15/2022	030122	341472	260.35	03/17/2022	INV	PD	OAK 19 ICE MACHINE RENTAL
CHECK DATE: 03/01/2022									
101775 THE SHERWIN-WILLIAMS COMPANY-CHANHASSEN									
3600-2		02/07/2022	030122	341473	600.72	03/20/2022	INV	PD	Paint for the stage
CHECK DATE: 03/01/2022									
101828 SOUTHWEST NEWS MEDIA									
2152232		01/13/2022	022222-1	341341	36.75	02/20/2022	INV	PD	EASEMENT VACATION OAK KNO
CHECK DATE: 02/22/2022									
2152801		01/27/2022	022222-1	341341	58.80	02/20/2022	INV	PD	2022 BUDGET SUMMARY STATE
CHECK DATE: 02/22/2022									
					95.55				
101847 SRF CONSULTING GROUP INC									
12504.00-32		01/31/2022	030122	341474	932.53	03/07/2022	INV	PD	TH 212 INTERCHANGE & CSAH
CHECK DATE: 03/01/2022									
101851 DANE STAUFFER									
97807		02/14/2022	030122	341475	150.00	03/14/2022	INV	PD	Valentine's Luncheon Ente
CHECK DATE: 03/01/2022									
105733 KRISTIAN A STAUFFER									
97809		02/14/2022	030122	341476	150.00	03/14/2022	INV	PD	Valentine's Luncheon Ente
CHECK DATE: 03/01/2022									
110200 STERICYCLE INC									
8000974743		02/18/2022	030122	341477	317.34	03/20/2022	INV	PD	Shredding-PD-Jan/Feb
CHECK DATE: 03/01/2022									
101888 STREICHERS									
I1549632		02/02/2022	030122	341478	51.98	03/02/2022	INV	PD	Panning-Embroidery & Alte
CHECK DATE: 03/01/2022									
I1549634		02/02/2022	030122	341478	59.99	03/02/2022	INV	PD	Wright-Dept PIO-Initial I
CHECK DATE: 03/01/2022									
I1551297		02/11/2022	030122	341478	1,326.00	03/11/2022	INV	PD	Siebert-Vest-Department C
CHECK DATE: 03/01/2022									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
I1551348		02/11/2022	030122	341478	99.99	03/11/2022	INV	PD	Pesheck-Initial Issue Bik
CHECK DATE: 03/01/2022									
					1,537.96				
101925 TALLMAN EQUIPMENT CO INC									
3309640		01/31/2022	030122	341479	30.91	03/02/2022	INV	PD	PARTS FOR FIBERGLASS STIC
CHECK DATE: 03/01/2022									
106000 TARMAN, AL									
97928		01/09/2022	030122	341480	150.65	03/09/2022	INV	PD	REIMB MILEAGE-LEADERSHIP
CHECK DATE: 03/01/2022									
101932 TAYLOR MADE GOLF CO INC									
35572242		02/11/2022	030122	341481	591.08	03/28/2022	INV	PD	RESALE
CHECK DATE: 03/01/2022									
35592381		02/17/2022	030122	341481	146.42	03/19/2022	INV	PD	RESALE
CHECK DATE: 03/01/2022									
					737.50				
100757 THE GRAPHIC EDGE LLC									
1568760		02/10/2022	030122	341482	586.28	03/12/2022	INV	PD	Youth Basketball T Shirts
CHECK DATE: 03/01/2022									
1571236		02/04/2022	030122	341482	174.85	03/06/2022	INV	PD	Men's 3-on-3 Basketball T
CHECK DATE: 03/01/2022									
					761.13				
109940 THE HUNTINGTON NATIONAL BANK									
7490559		01/12/2022	021722	341332	284.93	02/03/2022	INV	PD	FD EQUIP LEASE PYMT #32
CHECK DATE: 02/17/2022									
7542595		02/09/2022	022222-1	341342	284.93	03/03/2022	INV	PD	FD EQUIP LEASE PYMT 33
CHECK DATE: 02/22/2022									
					569.86				
104908 TIMESAVER OFF SITE SECRETARIAL INC									
M27043		01/31/2022	030122	341483	982.25	02/07/2022	INV	PD	Council-EDA-Planning-Park
CHECK DATE: 03/01/2022									
M27083		02/14/2022	030122	341483	636.50	02/23/2022	INV	PD	Council & Special meeting
CHECK DATE: 03/01/2022									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					1,618.75				
109723 TOPCON SOLUTIONS INC									
INV190458		02/08/2022	030122	341484	4,509.00	03/10/2022	INV	PD	BLUEBEAM LICENSES & SUBSC
CHECK DATE: 03/01/2022									
101983 TOTAL CONTROL SYSTEMS INC									
10080		02/10/2022	030122	341485	774.60	03/10/2022	INV	PD	CHEVALLE LIFT STATION REP
CHECK DATE: 03/01/2022									
101989 TOWN & COUNTRY GLASS INC									
12783		02/07/2022	030122	341486	449.25	03/07/2022	INV	PD	Replaced broken glass in
CHECK DATE: 03/01/2022									
101995 TRANE									
312364081		01/31/2022	030122	341487	139,452.00	03/02/2022	INV	PD	Gym roof top unit replace
CHECK DATE: 03/01/2022									
103742 TRAVELERS INDEMNITY COMPANY									
2367D0070-2022		02/09/2022	022422	341364	124,550.00	03/01/2022	INV	PD	2022 BOILER & MACHINERY P
CHECK DATE: 02/24/2022									
101994 TRAVISMATHEW LLC									
90330933		08/12/2021	030122	341488	74.40	03/01/2022	INV	PD	RESALE
CHECK DATE: 03/01/2022									
102007 TRENCHERS PLUS INC									
IT03103		02/04/2022	030122	341489	230.72	03/04/2022	INV	PD	WOOD CHIPPER SAFETY SWITC
CHECK DATE: 03/01/2022									
102028 TWIN CITY WATER CLINIC INC									
17123		01/27/2022	030122	341490	510.00	02/27/2022	INV	PD	JANUARY WATER SAMPLES
CHECK DATE: 03/01/2022									
110053 TX CHILD SUPPORT SDU									
PR0211220012725283		02/11/2022	021722	341333	147.69	02/11/2022	INV	PD	021122 Payroll Child Supp
CHECK DATE: 02/17/2022									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102038 ULTIMATE SAFETY CONCEPTS INC									
198214 CHECK DATE: 03/01/2022		01/28/2022	030122	341491	1,780.00	02/28/2022	INV	PD	BATTERIES FOR EXTRACTION
198235 CHECK DATE: 03/01/2022		01/28/2022	030122	341491	410.00	02/28/2022	INV	PD	COMPRESSOR REPAIR
					2,190.00				
102064 US BANK									
6400144 CHECK DATE: 03/01/2022		01/25/2022	030122	341492	500.00	02/25/2022	INV	PD	2021 PAY AGENT FEE
6403705 CHECK DATE: 03/01/2022		01/25/2022	030122	341492	1,600.00	02/25/2022	INV	PD	2015C EDA TRUSTEE FEE
6403770 CHECK DATE: 03/01/2022		01/25/2022	030122	341492	1,600.00	02/25/2022	INV	PD	2015D EDA TRUSTEE FEE
					3,700.00				
102061 USA BLUE BOOK									
867896 CHECK DATE: 03/01/2022		02/03/2022	030122	341493	1,088.43	03/03/2022	INV	PD	WTP CHEMICAL TESTING SUPP
102104 VESSCO INC									
085723 CHECK DATE: 02/17/2022		10/22/2021	021722	341334	250.80	02/04/2022	INV	PD	KMN04 PUMP-PUMPHEAD
83286 CHECK DATE: 02/17/2022		05/04/2021	021722	341334	556.60	02/04/2022	INV	PD	KMN04 PUMP-PUMPHEADS
					807.40				
102227 ONVOY LLC									
0009486220201 CHECK DATE: 02/17/2022		02/01/2022	021722	341335	4.06	02/25/2022	INV	PD	FEB CITY HALL ETHERNET
102133 WAGNER PRESS & GRAPHICS									
34866 CHECK DATE: 02/24/2022		12/14/2021	022422	341365	481.50	12/29/2021	INV	PD	Envelopes for the workroo
35056 CHECK DATE: 03/01/2022		02/17/2022	030122	341494	33.00	03/09/2022	INV	PD	Business cards-Brumm

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					514.50				
102141 WASTE MANAGEMENT OF MINNESOTA INC									
7607125-1593-0 CHECK DATE: 02/17/2022		02/03/2022	021722	341336	179.89	03/05/2022	INV	PD	TOWN COURSE MAINT
102143 WATER CONSERVATION SERVICES INC									
11993 CHECK DATE: 03/01/2022		02/03/2022	030122	341495	332.76	03/03/2022	INV	PD	WATERMAIN BREAK ON EAST L
102146 WATER SPECIALTY OF MINNESOTA INC									
12594 CHECK DATE: 03/01/2022		02/07/2022	030122	341496	2,001.00	03/07/2022	INV	PD	Pool Chemicals
104518 COMMUNITY AREA BUSING									
97927 CHECK DATE: 03/01/2022		02/18/2022	030122	341497	2,500.00	03/18/2022	INV	PD	2022 Donation to WeCAB Tr
102192 WILSON SPORTING GOODS CO									
4536835697 CHECK DATE: 03/01/2022		01/27/2022	030122	341498	138.91	02/26/2022	INV	PD	RESALE
4536835698 CHECK DATE: 03/01/2022		01/27/2022	030122	341498	138.90	02/26/2022	INV	PD	RESALE
					277.81				
102536 WITTROCK, PAT									
2011789.002 CHECK DATE: 03/01/2022		02/17/2022	030122	341499	76.00	03/17/2022	INV	PD	RFD FOR FOOTLOOSE PAYEE: WITTROCK, PAT
102189 WM MUELLER & SONS									
274008 CHECK DATE: 03/01/2022		02/15/2022	030122	341500	318.35	03/25/2022	INV	PD	W/S STOCKPILE
110352 WOODCOCK, ANDY									
35593 CHECK DATE: 03/01/2022		02/14/2022	030122	341501	43.66	03/14/2022	INV	PD	METER DEPOSIT REFUND-3422
102220 XIGENT SOLUTIONS LLC									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
82639		02/02/2022	030122	341502	6,715.00	03/09/2022	INV	PD	FEB RECOVERY SVC
CHECK DATE: 03/01/2022									
82640		02/02/2022	030122	341502	13,914.69	03/09/2022	INV	PD	FEB SUPPORT SVC
CHECK DATE: 03/01/2022									
82641		02/02/2022	030122	341502	1,778.44	03/09/2022	INV	PD	FEB VULNERABILITY SVC
CHECK DATE: 03/01/2022									
82771		02/15/2022	030122	341502	5,971.20	03/22/2022	INV	PD	NETAPP SUPPORT RENEWAL
CHECK DATE: 03/01/2022									
					28,379.33				
110387 ZAPPA, TONY									
97926		02/10/2022	030122	341503	93.13	03/17/2022	INV	PD	REIMB MILEAGE-TRAINING
CHECK DATE: 03/01/2022									
105150 ZAYO GROUP HOLDINGS INC									
2022020011266		02/01/2022	021722	341337	1,619.35	02/28/2022	INV	PD	FEB FIBER MAINT
CHECK DATE: 02/17/2022									
102228 ZEE MEDICAL SERVICE INC									
54129768		02/07/2022	030122	341504	485.70	03/07/2022	INV	PD	1st aide refill-PD
CHECK DATE: 03/01/2022									
54129770		02/07/2022	030122	341504	384.80	02/17/2022	INV	PD	first aid supplies-CCC
CHECK DATE: 03/01/2022									
293 INVOICES					1,631,722.66				

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

Electronic Payments

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY									
97735 CHECK DATE: 02/14/2022		02/11/2022	021422	3129	1,829.06	02/14/2022	DIR	PD	021122 Payroll - HCSP Con
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY									
97736 CHECK DATE: 02/14/2022		02/11/2022	021422	3130	450.00	02/14/2022	DIR	PD	021122 Payroll - MNDCP Co
101756 MII LIFE INCORPORATED									
40104323-2021 CHECK DATE: 02/03/2022		02/01/2022	020322	3110	10,094.90	02/03/2022	DIR	PD	2021-2/3/22 FSA REIMB-HEA
40104323-2022 CHECK DATE: 02/03/2022		02/01/2022	020322	3111	1,513.39	02/03/2022	DIR	PD	2022-2/3/22 FSA REIMB-HEA
40112019-2022 CHECK DATE: 02/10/2022		02/08/2022	021022	3120	1,264.78	02/10/2022	DIR	PD	2022-2/10/22 FSA REIMB-HE
40120842-2022 CHECK DATE: 02/17/2022		02/15/2022	021722	3135	1,260.87	02/17/2022	DIR	PD	2022-2/17/22 FSA REIMB-HE
					14,133.94				
100927 INTERNAL REVENUE SERVICE									
97729 CHECK DATE: 02/11/2022		02/11/2022	021122	3123	127,783.39	02/11/2022	DIR	PD	021122 Payroll - SS, Medi
105710 MACQUEEN EMERGENCY GROUP									
PPY-CHSKAMN-1015 CHECK DATE: 02/11/2022		01/25/2022	021122	3122	1,604,245.00	02/11/2022	DIR	PD	PREPAY FIRE LADDER TRUCK
101346 MINNESOTA COMMISSIONER OF REVENUE									
2022/0131-CC CHECK DATE: 02/18/2022		01/31/2022	021822	3139	10,844.80	02/18/2022	DIR	PD	JAN-22 CARVER CTY TRANSIT
2022/0131-SLS/UB CHECK DATE: 02/18/2022		01/31/2022	021822	3137	150,443.88	02/18/2022	DIR	PD	JAN-22 GEN/UB SALES TAX
2022/0131-USE CHECK DATE: 02/18/2022		01/31/2022	021822	3138	2,303.82	02/18/2022	DIR	PD	JAN-22 USE TAX
					163,592.50				
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
97730		02/11/2022	021422	3128	24,891.31	02/14/2022	DIR	PD	021122 Payroll - MN State
CHECK DATE: 02/14/2022									
101249 MINNESOTA MUNICIPAL POWER AGENCY									
3609		02/02/2022	021822	3136	2,663,850.19	02/20/2022	DIR	PD	JAN 2022 ELECTRIC SERVICE
CHECK DATE: 02/18/2022									
101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM)									
97731		02/11/2022	021122	3124	15,071.39	02/11/2022	DIR	PD	021122 Payroll - 457 Cont
CHECK DATE: 02/11/2022									
106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM)									
97734		02/11/2022	021122	3127	4,874.58	02/11/2022	DIR	PD	021122 Payroll - Roth Con
CHECK DATE: 02/11/2022									
104668 OPTUM BANK INC									
97733		02/11/2022	021122	3126	16,186.49	02/11/2022	DIR	PD	021122 Payroll - HSA Cont
CHECK DATE: 02/11/2022									
109689 PLANSOURCE BENEFITS ADMINISTRATION INC									
FEB2022		01/25/2022	021022	3121	4,383.13	02/10/2022	DIR	PD	FEB INS PREM-LTD/CI/ACC
CHECK DATE: 02/10/2022									
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION									
97732		02/11/2022	021122	3125	93,803.78	02/11/2022	DIR	PD	021122 Payroll - PERA Con
CHECK DATE: 02/11/2022									
101973 CARVER COUNTY TITLE MANAGEMENT INC									
216 4TH ST W		02/16/2022	021622	3133	2,500.00	02/16/2022	DIR	PD	EARNEST MONEY-LIBRARY SIT
CHECK DATE: 02/16/2022									
PARCEL 13 HWY 41		02/09/2022	020922	3112	4,060.50	02/09/2022	DIR	PD	MODELL-EASEMENT
CHECK DATE: 02/09/2022									
PARCEL 13 HWY 41-FEE		02/10/2022	021022	3119	239.50	02/10/2022	DIR	PD	MODELL-ADDITIONAL FEES
CHECK DATE: 02/10/2022									
PARCEL 21 HWY 41		02/09/2022	020922	3113	133,660.00	02/09/2022	DIR	PD	KEYPORT PROPERTIES-EASEME
CHECK DATE: 02/09/2022									

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
PARCEL 22 HWY 41 CHECK DATE: 02/09/2022		02/09/2022	020922	3114	12,160.00	02/09/2022	DIR	PD	MARTINSON-EASEMENT
PARCEL 23 HWY 41 CHECK DATE: 02/09/2022		02/09/2022	020922	3115	33,280.00	02/09/2022	DIR	PD	CHASKA MILL PROPERTIES-EA
PARCEL 3 HWY 41 CHECK DATE: 02/16/2022		02/16/2022	021622	3131	22,880.00	02/16/2022	DIR	PD	FRAUENDIENST-EASMENT FILE
PARCEL 46 HWY 41 CHECK DATE: 02/09/2022		02/09/2022	020922	3116	21,767.90	02/09/2022	DIR	PD	WESTERHOLM PROPERTIES-EAS
PARCEL 49 HWY 41 CHECK DATE: 02/09/2022		02/09/2022	020922	3117	1,280.00	02/09/2022	DIR	PD	CENTER CUT PROPERTIES-EAS
PARCEL 52 HWY 41 CHECK DATE: 02/09/2022		02/09/2022	020922	3118	4,280.00	02/09/2022	DIR	PD	CHASKA RETAIL-EASEMENT
PARCEL 61 HWY 41 CHECK DATE: 02/17/2022		02/17/2022	021722	3134	780.00	02/17/2022	DIR	PD	WAGNER HOVDE HOLDING-EASE
PARCELS 59/60 HWY 41 CHECK DATE: 02/16/2022		02/16/2022	021622	3132	2,630.00	02/16/2022	DIR	PD	CHESTNUT BUILDING-EASEMEN
30 INVOICES					4,974,612.66				

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

Academics

- Football team has 12 players named Academic All-Conference.

Arts

- CHS Art Students competed in the Minnesota Scholastic Art Awards. They took home 8 Gold Keys, 10 silver and 9 Honorable Mentions. The Gold Keys qualify for entry into the National Scholastic Art Awards.

Athletics

- Dance team Varsity, JV and B squad swept 1st place in Jazz and Varsity and JV took first place in Kick at the Metro West Conference Championships, placed 3rd at sections and is heading to the State Tournament in Kick.
- Mallory Heyer nominated for McDonald's All-American games and also becomes the all-time leading scorer and rebounder in Chaska High School girls' basketball history.
- Jack Boyle named to Minnesota Vikings All State Football team.
- 2 Football players sign National Letter of Intent.

Activities

- Quiz Bowl Team A Qualifies for Nationals.
- Knowledge Bowl Purple Team advances to regions.
- DECA qualifies 30 for State.

Biweekly Report
February 28, 2022
By
Matt Podhradsky

UPCOMING COUNCIL MEETING SCHEDULE

Below is a list of the upcoming Council meetings and Work Sessions we have planned over the next several weeks:

February 28th: We will be having interviews for two youth interested in the Park Board prior to the meeting on Monday night. The first interview will be at 6:35 with the second interview being at 6:45. We will move right into our regular Council meeting following these interviews.

March 7th: Because of how President's Day fell on the third Monday of February, this means that we will have our next Council meeting just one week from the 28th of February on March 7th. We will be having one other youth interview for the Park Board at 5:35 pm prior to the Work Session starting at 5:45 and going until 7. The purpose of this work session will be to discuss required redistricting the City of Chaska will have to take following changes from our last Census. Following the Work Session, we will have a regular Council meeting.

March 21st: Prior to the Council meeting that night, we will be having a Work Session from 5:30-7 pm. The purpose of this Work Session will be to have our architects at Leo A Daly share with the Council the work they have done thus far in looking at Concepts for how to address the space needs within our General Fund facilities (Police/Fire, MSB, City Hall and Library). Not only will they be able to share the space needs analysis that night, but also begin to show concepts they have been working on for how best to meet these identified space needs and will be able to share some initial costing that they have put towards these concept plans. The hope would be to start being able to hold open houses for the public at our different facilities in April to show them how our current operations work but also share with them some of the initial concepts we have been exploring to address the needs that we currently have and will have in the future. There will be a regular Council meeting to follow.

April 4th: We will have a regular Council meeting on this evening. It is not known yet whether we will need a Work Session prior to this meeting.

It should be noted that the last meeting we plan to have at the Chaska Event Center is February 28th. With COVID issues becoming much less of a concern we are planning on moving meetings back to City Hall starting with the March 7th meeting, with us also considering lifting the current Emergency Declaration at that meeting.

REDISTRICTING DISCUSSION

Every 10 years after the Census is completed, one task that is required to be completed utilizing the new population data is the redistricting of our elected leaders' boundaries. This process starts at the Federal and State level, with boundaries being redrawn based on several

objectives, with it then coming down to the municipal level for relooking at our Ward Boundaries and realigning them to mainly meet the objective of balancing our populations between each of the wards. As you can imagine, over the course of 10 years the population of certain wards can change dramatically, especially in a City like Chaska that is rapidly growing. We are required by law to rebalance these districts to create as much population balance as possible with the number of people our City Council members represent in each of their wards.

As we have looked at this task in the past, we have used the following objectives to help guide the decisions that are made on realigning Ward boundaries:

- Have population sizes within each of the wards be as equal as possible
- Keep a four-ward system within the City of Chaska
- Keep ward borders as logical as possible, based on major landmarks, roads, rivers, etc…
- Attempt to keep the number of precincts required in each ward as low as possible
- Do not make drastic changes that significantly impact residents in a negative way

Over the past week, the City of Chaska did receive the Federal and State boundary changes we will be working with over the next 10 years. The most significant changes came with Chaska moving from the 3rd Congressional District represented by Rep. Phillips to the 6th Congressional District represented by Rep. Emmer. The other significant change was that we will no longer be represented by just one State Representative. We will now have the west half of our community be represented in District 47A (Rep. Nash) and the east half of our community being represented in District 47B (Rep. Boe). Over the last 10 years we have only had one Representative. There is no change in our State Senate representation, as we will continue to be in District 47 (Sen. Coleman).

Once Cities receive these maps from the State, we are required to take action by March 29th to change the boundaries of any of our Wards, at which time this information is then passed onto the Counties who then set their Commissioner District by the end of April.

With this short turnaround time, Staff is preparing to have a Work Session prior to the Council Meeting on March 7th to show you recommended map changes for our current wards to meet the objectives listed above. As we look at preliminary data, the changes we will need to make will be relatively minor, but we want to make sure that what we eventually propose to the Council is something you have had a chance to see and have explained prior to having to make a formal decision on this. The formal decision will have to be made at the March 21st meeting to meet Statutory requirements.

If there are any questions on this, do not hesitate to ask. We will be prepared to discuss all of this at the March 7th Work Session.

Assistant City Administrator to Start

I am pleased to announce that on Monday (February 28th) our new Assistant City Administrator Elise Durbin will be starting in her new position. As I have mentioned previously, Elise is coming to us from the Carver County CDA where she has acted as the Economic Development Director for the past 3 years. Prior to that she worked for Hennepin County and the City of Minnetonka in the Community Development Department. I am confident she will be a very

positive addition to our team. With her starting on Monday, you can expect to be able to meet her at the Council meeting on Monday night.

As a secondary note, our new Electric Director, Pete Wyfels, will be starting in his position on Tuesday, April 5th. He is coming to us from Glencoe Light and Power, with several years of experience in the electrical distribution industry. I will make sure to get him to a Council meeting after he starts to formally introduce him to the City Council.

If there are any questions on either of these positions, don't hesitate to ask.

Chaska Loop Update

With all the grading and initial seeding work being completed prior to the freeze this past fall, the new Chaska Loop is on schedule to have grass growing this upcoming season, with a target to softly open the facility in the late summer-likely after Labor Day.

As we get past the actual construction of the Course, we have now been moving forward with designing the Clubhouse and Maintenance building facilities that will need to be built as a part of this project. While these buildings won't necessarily be that large, especially compared to the Clubhouse and Maintenance Building facilities at the Town Course, they will be equally important in allowing us to properly operate this facility when it is finally open.

At this time, we are nearing the completion of the design for both buildings, with us planning to come back to the Council in early April to present the buildings and to get authorized to go out for bid for these two buildings. It would be our plan to have the Clubhouse building being constructed during the summer months to be ready for an opening right around Labor Day, with the Maintenance Facility not being built until the Fall of this year. The reasoning for waiting until the Fall is because the maintenance staff is going to need the space where the building will be constructed over the summer months to get the grass to properly grow in on the course and will be in a better position to be disrupted in the Fall when maintenance activities on the turf decrease because of colder weather.

With us looking at building not only the two buildings, but also having the Lion's Park shelter in the CIP for this summer to replace, our hope is that we can go out to bid with a package of three buildings which we think will make it more attractive for a builder to bid on, giving them projects to carry them through the entire summer and into the fall. We also think that this could help us in getting some smaller local builders to be interested in putting in a bid and they could keep several projects close to home during the course of the entire summer. We think this could potentially help with the pricing on the projects.

Again, we will be back to the Council likely at the last meeting of March or first meeting of April to share these plans with you. If there are any questions in the meantime, do not hesitate to ask.

Christmas in May 2022

As I think I have mentioned already, Christmas in May for 2022 will be back to a Spring schedule, with the event planned for Saturday May 7th. We hope you are all able to join in for this fun event on that day!

As I have mentioned to people in the past, one of the most difficult tasks we have with Christmas in May is getting homeowners to apply for the program. Each year we struggle to get applications in to have great projects to work on for the event, even though we know there is need in our community. We have seen that this challenge can come for many reasons including people being "too proud" to ask for help, maybe not recognizing that they may need help, or they are just not connected enough to the community to know that this is an opportunity for them. Because of this, some of our best applications come to us through pre-existing relationships people have in the community with those that they see are in need and connecting them with our organization. It could be an elderly neighbor down the street that you notice is having a difficult time keeping up with the upkeep of their home, or maybe not being able to easily access their home anymore. It could also be a family that maybe has gone through some difficult health or financial issues recently that could just use a little support from the community. In any case, a lot of time we know who these people are in our community and can make all the difference to them in the world by reaching out directly to them and encouraging them to apply.

If there are those that you know of in the community that may benefit from having Christmas in May help them, please do not hesitate to reach out to them directly to see if they may be willing to talk about this program. If you know of someone but would feel more comfortable approaching them if there was a member of the Christmas in May Board to approach them together, any of our Board members would be happy to do so. All you need to do is let me know and we can assist in any way necessary. Any help you can provide the Christmas in May Board of getting connected with those that may have a need would be greatly appreciated!

If you have any questions on this, please let me know. Otherwise, I hope that you or someone you may know may be able to get us connected with someone that may benefit from this great community program!

EMPLOYEE RECOGNITION BREAKFAST

On Wednesday, March 16 from 7:30-9, we will be holding our annual City Employee Years of Service Recognition Breakfast. This is an event we hold each year to celebrate our employees and thank them for the hard work they put in over the course of the year, and to specifically recognize employees that have reached significant milestones in the employment with the City of Chaska. We also use this breakfast to talk about all the accomplishments of the last year and share with employees what to expect over the next 12 months. This event will be at the Event Center, and if any Council members are able to attend, please just let us know and we'll make sure to post the meeting if there is more than a quorum that will be in attendance. We would love to have you there to celebrate these employees!

Any questions on this can be referred to me.