**CLOSED SESSION**
**5:30 – 7:00 PM**
**City Administrator's Annual Performance Review**

**CHASKA EDA Meeting Immediately Following City Council**

AGENDA
CHASKA CITY COUNCIL
ONE CITY HALL PLAZA - CHASKA CITY HALL
Monday, June 18, 2018
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
    - 5.A. Tobacco Age Health Impact - Doctor Judy Snook
    - 5.B. The Neighbors of Chaska Magazine - Tyler Blanski
6. Approve Previous Meeting Minutes
    - 6.A. City Council Draft Minutes 05-21-2018
    - 6.B. City Council Draft Minutes 06-04-2018
7. Consent Items
    - 7.A. District 112 Hockey Program Locker Room Expansion at Chaska Community Center
    - 7.B. Adopt Resolution 2018-81, Approving Conditional Use Permit for the Lake Hazeltine Transmission Line

7.C. Adopt Resolution 2018-78, Approving Local Results and Innovation Performance Measures for 2018

7.D. Adopt Resolution 2018-82, Approving the Negative Declaration for an EIS for the Lake Hazeltine Transmission Line

7.E. Kindergarten Center Storm Water Management Project

7.F. Adopt Resolution 2018-80, Approving FormaCoat Site Demolition Construction Documents and Authorizing Solicitation of Public Bids

7.G. Adopt Resolution 2018-83, Approving the Plat Correction for Club West 7th Addition

7.H. Carver County Joint Powers Agreement for Corridor Study of County Highway 10

8. Action Items

8.A. Adopt Resolution 2018-79, Public Hearing: Establishing Redevelopment Tax Increment Financing District No. 21, Adoption of TIF Plan, and Authorizing Execution of Parking Agreement (Hot Spot Redevelopment)

8.B. Public Comment Being Received by Council Regarding Police Officer Body Worn Cameras (BWCs)

8.C. Adopt Resolution 2018-84 and Ordinance 949, Approving the Preliminary Site and Building Plan and Preliminary Plat and Adopting an Ordinance Approving the Rezoning for 650, 700 and 710 Chestnut Street / PC #2018-19

8.D. Adopt Resolution 2018-85 and Ordinance 950, Approving the Preliminary Site & Building Plan, Preliminary Plat and Rezoning for Formacoat/Mark Gross/PC # 2018-18

8.E. Adopt Resolution 2018-77, Resolution Approving a Development Agreement Between the Chaska Economic Development Authority, The City, And Formacoat Leasing, LLC

8.F. Adopt Resolution 2018-86, Approve the Concept Plan for China Pagoda at 798 Yellow Brick Road/China Pagoda, Inc./PC #2018-22

9. Bills

9.A. AP Council Roster 6-18-18

10. Other Business

    10.A. City Administrator's Report

        10.A.i. Biweekly 6/18/2018

    10.B. Draft Minutes - Human Rights Commission - 05-24-2018

    10.C. Park & Rec Meeting Minutes 05-14-2018

11. Adjourn

**- MINUTES -**
**CHASKA CITY COUNCIL**
**MAY 21, 2018**

DRAFT

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

2.Pledge of Allegiance

3. Roll Call
Roll call was taken. Present: Councilmembers Schulz, Boe, Rohe, Geisler, and Mayor Windschitl. Absent: None.

Also Present: Kevin Ringwald, Community Development Director; Liz Hanson, City Planner; Luke Melchert, City Attorney; Nate Kabat, Assistant Administrator; and Matt Podhradsky, City Administrator.

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

5. Visitor Presentation
Chaska American Legion Auxiliary, Unit 57 distributed poppies to the Council. Mayor Windschitl read a Proclamation from the City of Chaska regarding the poppy being adopted by the Auxiliary as a memorial flower to pay tribute to the wounded veterans and aid their families. The City of Chaska will recognize May 24, 25, 26 of 2018 as Poppy Days. The Chaska Legion Auxiliary, Unit 57 will distribute poppies as a thank you to veterans at various locations.

Police Sargent Gibbons gave an overview of the Chaska Police Explorer Program. Sam Ortman, Captain of the Chaska Police Explorer Post #421, introduced the Explorers and recounted their successes at the Police Explorer Competition in Rochester. Pictures were taken of the Council and the Explorers.

6. Minutes
Motion by Councilmember Geisler, second by Councilmember Schulz to approve the minutes of the April 30, 2018 City Council meeting.
Motion carried.

7. Consent Agenda
Mayor Windschitl expressed his thanks for the service done by Jeff Filipek with the Human Rights Commission.

Mayor Windschitl inquired about Agenda Item E being in Consent Agenda again, and what Aptive Environmental receives for a permit.

City Administrator Podhradsky stated that each additional sales representative needs to register, and that they receive a solicitor's card from the City. He instructed the audience to ask to see a solicitor's permit if they come to the door and if they do not show one, ask them to leave and call the police.

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Councilmember Geisler stated that if residents have a "No Solicitors" sign on their home, solicitors are not allowed to come to the door, and if they do they should be reported.

Councilmember Rohe inquired when they will break ground on Agenda Item H.

City Administrator Podhradsky stated that it would be very soon.

Councilmember Boe looked to clarify that regarding Agenda Item H, tree preservation would occur on the north end of the property and requested that the dimensions of the waste enclosure be in place going forward.

City Administrator Podhradsky stated that the applicant will need to follow the City's requirements.

Motion by Councilmember Rohe, second by Councilmember Geisler to approve the Consent Agenda Items A through Q:

A. Adopt Resolution No. 2018-56, Awarding the Bid for the West Creek Substation Switchgear Building
   Motion to Adopt Resolution No. 2018-56 awarding the bid for the West Creek Substation Metal Clad Shelter Aisle Switchgear Building to Myers Controlled Power for the amount of $793,699
B. Accept Resignation by Jeff Filipek from the Human Rights Commission
   Motion to formally accept resignation from the Human Rights Commission by Jeff Filipek
C. Adopt Resolution No. 2018-57, Approving Peddler's Permit for the Ice Cream Princess
   Motion to adopt Resolution No. 2018-57 approving Peddler Permit No. PP. 18-02 in the name of Jaimie Meyers, DBA The Ice Cream Princess, 2715 Northview Dr., Victoria, Minnesota, 55386, valid May 21, 2018 through October 31, 2018.
D. Adopt Resolution No. 2018-58, Approving Peddler's Permit for Big Bell Ice Cream
   Motion to adopt Resolution No. 2018-58 approving Peddler Permit No. PP. 18-03 in the name of Ivan Sanchez, DBA Big Bell Ice Cream, 3218 Snelling Ave., Minneapolis, Minnesota, 55406, valid May 21, 2018 through December 31, 2018.
E. Adopt Resolution No. 2018-59, Approving Solicitor Permits for Representatives of Aptive Environmental
   Motion to adopt Resolution No.2018-59, approving Solicitor Permit Nos. SOL.18-19 through SOL.18-27, SOL. 18-32 and 18-36 for the above representatives of Aptive Environmental, located at 5251 West 73rd Street, Unit C, Edina, Minnesota, 55439, for the period of May 21, 2018, through September 30, 2018.
F. Adopt Resolution No. 2018-61, Approving the Final Plat for Club West 7th Addition/Traditions Development/PC #2018-14
   Motion to adopt Resolution No. 2018-61 approving the Final Plat for Club West 7th Addition (PC#2018-14).
G. Adopt Resolution No. 2018-62, Approving the Final Plat for Chaska Creek Center 2nd Addition/Community Asset Development/PC #2018-15
   Motion to adopt Resolution No. 2018-62 approving the Final Plat for Chaska Creek 2nd Addition (PC# 2018-15)

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H. Adopt Resolution No. 2018-63, Approving the Final Plat and Building Plan for ALDI, Chipotle, Starbucks in Hazeltine Plaza/ISG-Inc./PC #2018-16
   Motion to adopt Resolution No. 2018-63 approving the Final Site & Building Plan and Final Plat for ALDI, Chipotle and Starbucks in Hazeltine Plaza (PC# 2018-16).
I. Adopt Resolution No. 2018-66, Approving Solicitor Permits for Representatives of Rise Pest Control
   Motion to adopt Resolution No.2018-66, approving Solicitor Permit Nos. SOL.18-28 through SOL.18-31, for the above representatives of Rise Pest Control, located at 4940 N Hwy 169, New Hope, Minnesota, 55428 for the period of May 21, 2018, through September 30, 2018
J. Approve 2-Day Temporary On-Sale Intoxicating Liquor License for Chaska Rotary Club at River City Days
   Motion to approve Temporary On-Sale Intoxicating License TW.18-02 for the Chaska Rotary Club for River City Days, effective July 27 through July 28, 2018.
K. Adopt Resolution No. 2018-67, Approving the Lot Split/Consolidation for 9328 and 9332 Rhoy Avenue/PC #2018-17
   Motion to adopt Resolution No. 2018-67, approving the Lot Split and Lot Consolidation of 9328 and 9332 Rhoy Avenue, subject to the stipulations included in said resolution and the following conditions:
   1. Approvals shall be based on the following graphic exhibits: a. Survey, dated May 9, 2018, prepared by Demars-Gabriel Land Surveyors, Inc.
   2. Existing Home on 9332 Rhoy Avenue is demolished prior to signature of DEED by City of Chaska.
   3. Lot Consolidation is obtained through Carver County.
L. Approve 2018/2019 Liquor License Renewals
   Motion to approve liquor license renewals as itemized on Schedule A attached, effective July 1, 2018 through June 30, 2019, with contingencies as noted.
M. Approval of 2017 Interfund Transfers
   Motion to approve 2017 interfund transfers to be reported as Other Financing Sources and Uses in the 2017 Comprehensive Annual Financial Report
N. Adopt Resolution 2018-68, Accepting Gifts and Donations January-March 2018
   Motion to adopt Resolution No. 2018-68 acknowledging and accepting gifts to the City of Chaska received during the period January 01, 2018 through March 31, 2018
O. Adopt Resolution No. 2018-69, Authorizing the publication of the EA for the Lake Hazeltine Transmission Line
   Motion to adopt Resolution No. 2018-69, acknowledging the completion of the EA and authorizing the EA release for public comment on the Lake Hazeltine Transmission Line.
P. Adopt Resolution No. 2018-70, Approving Solicitor Permits for Representatives of Insight Pest Solutions
   Motion to adopt Resolution No.2018-70, approving Solicitor Permit Nos. SOL.18-33 through SOL.18-35, for the above representatives of Insight Pest Solutions, located at 6834 Washington Avenue South, Eden Prairie, Minnesota, 55344, for the period of May 21, 2018, through September 1, 2018.
Q. Approve Costs for Communications Equipment & Software Upgrades

DRAFT

Request for financial approval to purchase the equipment and software upgrades necessary to improve our equipment and software.

Motion carried.

8. Public Hearing: Adopt Resolution No. 2018-60, Approving the City's Application to MN Department of Employment and Economic Development - MIF Grant dollars

Assistant Administrator Kabat introduced the item to the Council.

City Administrator Podhradsky commented that he is excited this business is owned by a local resident in Chaska, Mark Gross, and how this business will tie in well to other businesses in Chaska.

Mayor Windschitl opened the public hearing at 7:23 pm.

Mayor Windschitl closed the public hearing at 7:24 pm.

Motion by Councilmember Boe, second by Councilmember Schulz to Adopt Resolution No. 2018-60, Approving the City's Application to the Minnesota Department of Employment and Economic Development on Behalf of Formacoat, LLC to the Minnesota Investment Fund Program. Motion carried.

The Council stated their excitement for this project to move forward.

9. Adopt Resolution No. 2018-64, Approving the Concept Plan for Sagewood in Clover Ridge/DR Horton/PC #2018-13

City Administrator Podhradsky introduced the item to the Council.

City Planner Hanson presented the concept plan to the Council.

Mayor Windschitl inquired if someone cut trees and put in a road at the open area at the north end of the proposed development.

City Planner Hanson stated that she believed it was used for agricultural use. She then continued her presentation of the concept plan.

City Administrator Podhradsky pointed out that the three options for tree preservation have been used in various other projects in the City with success, and it will be a matter of determining which is the best fit for this site.

City Planner Hanson concluded the presentation of the concept plan.

City Administrator Podhradsky noted a concern via email from a resident regarding drainage at the site. He stated that City Engineer Clark will be going out to the site and assessing drainage issues before the preliminary plans come back.

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Councilmember Rohe inquired if this area was always designated single-family use in the original Clover Ridge plan.

City Development Director Ringwald stated that it was, and the tree preservation area was not a jurisdictional woodland area that would prevent use, so different options were looked at with the original development, and due to the fact that the surrounding area has developed into single-family use, putting a higher density development there would not be fitting.

Councilmember Rohe looked to clarify that the average lot size in the proposed development would be about half an acre.

City Development Director Ringwald stated that because the total acreage involves ponding and other items, the average lot size is likely lower than that.

Councilmember Rohe stated that those lot sizes would likely help preserve some trees.

City Administrator Podhradsky stated that it is very similar to Autumn Woods in that respect.

Councilmember Rohe stated that Cortina Woods has a tree preservation easement.

City Development Director Ringwald pointed out that the concept plan is two-dimensional at this point and limits the vision for tree preservation, and once the proposal goes to preliminary plan it will be three-dimensional and grading and lot shape and the like will be easier to see.

City Administrator Podhradsky pointed out that as City Development Director Ringwald mentioned, from an ordinance perspective the City only has the ability to require trees be preserved if they are on an 18 percent slope bluff. He stated that this site does not meet that designation and is quite flat, so there is no jurisdictional ordinance control. The challenge is negotiating a settlement that is good for everybody.

Mayor Windschitl stated that it is difficult to create a development within an existing development and inquired what occurred that this site didn't get developed previously.

City Administrator Podhradsky stated that it is on the western edge, and this site was really the next logical area to develop but took longer due to the die off in 2008 and it is now coming around again.

City Development Director Ringwald pointed out that this site is part of Kelzer Farm whereas the other pieces were part of the Bernardi Holdings, so they really were on two different development tracks and is also why this area is not part of the Jonathan disbursement.

Councilmember Rohe commented that this is the concept plan and it sounds like the developer is open to working with the City on tree preservation.

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Councilmember Geisler pointed out that the developer is willing to address the drainage concern and might even resolve it.

City Administrator Podhradsky commented that the purpose of the concept plan process is to highlight any big issues that the developer needs to focus on before the preliminary plan and that from his perspective there have been consistent messages to the developer from the neighbors and city staff regarding tree preservation, drainage, and traffic, and that those are the three issues that need to be addressed and what will be focused on in the preliminary phase.

Councilmember Boe commented that the conservation of trees was important for tree preservation but also for screening and site lines.

City Administrator Podhradsky stated that especially in the open area that bumps up to Sophia Drive, there will be requirements for screening there, and that the focus in the rest of the area will likely be preserving trees.

Councilmember Boe also commented on the construction traffic impact and inquired if there are options for alternative entrance points.

City Administrator Podhradsky responded that construction traffic will likely have to come in through the neighborhood and use existing access. He stated the City could create some direction as to how it does that.

City Development Director Ringwald reported that in the preliminary submittal the developer will need to address how they are going to handle this and the Council will evaluate that plan to see if it is reasonable.

City Administrator Podhradsky stated that the Victoria Elementary neighborhood is going through this right now.

Mayor Windschitl suggested that perhaps having fewer lots would be a way to help protect the trees but noted there is likely a break-even number the developer needs to follow and that this might be something to discuss. He also referred to Councilmember Rohe's thought that making the lot sizes bigger may also help in this regard. He stated that these ideas are more fitting for the next step in the process.

Councilmember Boe commented that ponding requirements also likely dictate how much things can be shifted.

Mayor Windschitl inquired if Laketown Township had been annexed by Chaska yet.

City Administrator Podhradsky responded that it had not and that they have an annexation agreement but talked with them in 2010 about waiting to do so until they need to make infrastructure improvements in the Shady Oak area. He stated that there is not an advantage for Chaska to bring them in to the community at this point.

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Mayor Windschitl inquired how much farther and deeper that township goes.

City Development Director Ringwald stated that there is an assessment agreement regarding the development of the Kelzer property that outlines that and described the location for that on the map.

Mayor Windschitl stated that although this is not a public hearing, they Council would be willing to take resident's comments providing they are not the same comments and addressed the audience regarding the concept plan process.

Ryan Melville, 2750 Clover Preserve Dr., expressed a safety concern for the construction traffic and stated that he had not heard a reason why it was not practical to contact adjacent landowners about putting in a temporary construction entrance. He also stated that there are drainage concerns to the east of the site as well and urged the Council to be proactive in a concrete design to address this. Mr. Melville also stated that he believes the third option for tree preservation is the strongest option. He mentioned he is interested in purchasing lot 27 and that he would consider that another option for tree preservation and would solve the buffering problem to the east as well.

Corwin Holk, 1455 Sophia Dr., highlighted a concern regarding buffering in the open space and that the homes on Sophia drive face the elevation issue and would potentially have a three-story structure in their backyards. He suggested the Council recommend dropping lots 13 and 19 to shift the cul-de-sac south and create a berm with replantings to help mitigate the elevation issue.

Councilmember Rohe inquired what Mr. Holk's expectation was for that area when he built his home.

Mr. Holk stated that it was listed as green space in the 2004 Clover Ridge Plan and given that plan they expected that there would be preservation efforts. He asked the Council for their cooperation in the resolution to help preserve the buffer along Sophia Drive.

Councilmember Rohe inquired of staff what the expectation would have been for that area.

City Development Director Ringwald explained that the goal was to preserve as many trees in that area as possible. He reiterated that it is not a jurisdictional area, but that the City would like to preserve the trees.

Councilmember Rohe inquired if those who purchased lots on Sophia Drive in the past would have had an expectation that would have remained green space.

City Development Director Ringwald stated that they had hoped to preserve as many trees as possible in that area.

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City Administrator Podhradsky commented that when the Clover Ridge neighborhood was done, density was used as a tool to help accomplish what is in that neighborhood, including the Clover Ridge school. He stated that density does not have the same value as it did 18 years ago.

Mayor Windschitl inquired if prior to 2008 there had ever been a concept plan.

City Administrator Podhradsky responded that this is the first concept plan in this particular area. He stated that staff had generally talked about what they had wanted to do.

Councilmember Boe inquired if the western 6 lots of Sophia have a 30-40ft easement behind it.

City Development Director Ringwald stated that several residents purchased that at the time, that it is not an easement.

Councilmember Boe inquired if that purchase was an option for everybody all along there.

City Development Director Ringwald stated that it was not.

Mr. Holk stated that the purchase was organized by one member of the six lots and not everyone was included on the street. He stated he contacted Mr. Kelzer five years ago about purchasing addition land behind his home, but that it was not available at that time.

Mayor Windschitl looked to clarify that the purchase was done by individuals but just did not include everybody along the road.

Mr. Holk confirmed this. He stated that his lot is the first lot along the open space.

Mayor Windschitl inquired if it was open space when Mr. Holk purchased his lot.

Mr. Holk stated that it was.

Jim Hornecker, 2638 Clover Field Circle, stated that his property butts up to the south end of the proposed development near the pond. He stated that when he purchased his lot, he expected that the trees would remain. He agreed with all the concerns previously mentioned and added his concern for increased density along his home. Mr. Hornecker also commented that he was concerned about impact on the Jonathan area playground.

Bill Thompson, 1463 Sophia Dr., stated that he was part of the group of owners that purchased that additional land. Mr. Thompson stated that the owners of the land are not motivated to sell but that the value of the land has gone up so that they are being pressured. He asked the City to work with the current owners for a solution and maybe come to an agreement with them.

Councilmember Rohe inquired what kind of agreement Mr. Thompson is referring to.

Mr. Thompson stated that he didn't know and it is not his area of expertise. He stated that he just knew the current owners are not wanting to sell.

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City Administrator Podhradsky stated that when Engler Boulevard was extended, an assessment agreement was placed over the entire Clover Ridge area. He stated that these areas were assessed as part of that because they were future development areas.

A member of the Council inquired if this particular land had been assessed as part of that.

City Administrator Podhradsky stated that it had not because it has not been developed yet, and that cost builds up over the years because of interest and such. He stated that to do something about that would be unequitable to the landowners in the area who have already paid in to that assessment.

Mr. Thompson stated that he did not know what would be possible, but just wanted to bring this to the attention of the Council.

Mike Suel, DR Horton, stated that they are both the developer and builder and so will have a bit more control and will listen to what the Council and the neighbors have passed on. He stated that they have heard the neighbors concerns and that they look forward to working with staff and the tree preservation options. He reiterated that at this point in the process, everything is only two-dimensional on paper and when things proceed to three-dimensional they can look more closely at these things. Mr. Suel stated that DR Horton has worked with Chaska in the past with other developments.

City Administrator Podhradsky listed some of the developments that DR Horton has completed in the past.

Mr. Suel expressed their intent to work with City Engineer Clark as things proceed. He stated that since the Jonathan Association is not interested in expanding, they will go back and look at best options to add parks with connections.

Councilmember Rohe stated that the developer seems very flexible and will work with the City.

Councilmember Rohe stated that he believes the developer will be good about working toward the betterment of the development and for tree preservation.

Councilmember Geisler stated that the developer already has a relationship with the neighbors and seems open to working with them.

Steve Kelzer, property owner, gave a bit of history on the land that proposed to be developed and the difficulties of the cost of the assessment.

Councilmember Boe stated that he recalled seeing the signs at the end of Sophia that Mr. Kelzer mentioned.

Councilmember Rohe commented that he recalled the protests regarding Engler and the assessments with that.

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Councilmember Schulz stated that it is clear there is some work to do and reiterated that this is the concept plan phase and stated that he was interested in seeing what the next step plans will be.

Councilmember Boe stated that it is a concept plan at this point and he is glad to see the neighbors being aware and involved.

Motion by Councilmember Rohe, second by Councilmember Schulz to Adopt Resolution No. 2018-64 approving the Concept Plan for Sagewood in Clover Ridge (PC# 2018-13). Motion carried.

Mayor Windschitl commended the neighbors present for being on top of it and bringing in their concerns. He said he could not guarantee that all their concerns will be met but that the City will do their best to address all these.

10. Adopt Resolution No. 2018-65, Approving the Concept Plan for Chaska Bluffs Apartments/Peter Stalland/PC #2018-12

City Administrator Podhradsky introduced the item to the Council.

City Planner Hanson presented the concept plan to the Council.

City Administrator Podhradsky stated that the biggest value of this site are the views of the valley and downtown, so getting it as high as possible for usable space would be great.

Mayor Windschitl inquired why they put a pitched roof in the plan.

City Administrator Podhradsky stated that it is a concept plan and that staff recommended it.

Mayor Windschitl inquired if this plan is premature if they do not have the other sites.

City Administrator Podhradsky stated they would not proceed with development.

Mayor Windschitl inquired if they were putting a lot of time into something they don't know is secured.

City Administrator Podhradsky responded that often in these processes it is helpful for the developer to show that a concept is actually workable and that the City will support it prior to going forward with the purchase of the additional lots.

A member of the Council inquired who owns the other lots.

City Administrator Podhradsky stated that Total Loss owns the big portion, and Hagen Family owns one, and Essing Family owns the other. He again stated that they are making sure this project is something the Council will support prior to going forward with the purchase of these lots.

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A member of the Council inquired if the landowners want to sell.

City Planner Hanson stated that she believed they were amenable to it but that the applicant could speak to where they are in the process with that.

City Planner Hanson continued the presentation of the concept plan.

Mayor Windschitl inquired if there was concern for two hundred cars going in and out of that road.

City Planner Hanson stated that it is an item of concern and that is why staff is asking them to conduct a traffic study as part of their preliminary.

Mayor Windschitl expressed his concern for there being only one access.

City Planner Hanson stated that staff had the same concern.

Councilmember Geisler stated that there would be a lot of traffic with that many potential residents.

Councilmember Boe stated that he was excited about this much density in walking distance to downtown.

Councilmember Rohe mentioned the Council having previous discussions about utilizing the Total Loss site and the bus garage and inquired how that all fit to tie this together.

City Administrator Podhradsky mentioned past ideas about use in this area and stated that staff is looking at the fact that this is a main entrance into downtown and how to create this intersection in a way that can add value to the downtown. He also stated that this is a redevelopment site and cannot happen by itself.

Councilmember Geisler commented that it would then need to be rezoned.

City Administrator Podhradsky agreed and stated that it is actually guided that way but would have to be rezoned.

Peter Stalland, Developer, expressed his excitement for the location and the chance to tie it in to downtown. He stated that he believed the County would find the collector streets could accommodate the increased traffic in the area. He addressed the access issue and stated that there are likely some ways to accommodate that.

Councilmember Rohe thanked Mr. Stalland for wanting to invest in Chaska.

City Administrator Podhradsky stated that Mr. Stalland was one of the original developers in Clover Ridge and his company build CAP's home.

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Mayor Windschitl stated he wanted to be sure they do not build something too big just because they need the density and he would like to see an elevation shot as the process moves forward. He stated that someone called him today with the same concerns.

Councilmember Boe inquired if the access to the neighboring former public works site from Cty Rd 61 is going to go away or if there is a possibility for it to connect through.

City Planner Hanson responded that she believed the intention is to repair the stub on the south side.

Councilmember Boe stated that by the description of the units, this will be a nice development.

Councilmember Geisler stated that she was looking forward to seeing an elevated view.

Mr. Stalland stated that they are making progress with the other two property owners and that they are interested in selling.

Motion by Councilmember Boe, second by Councilmember Geisler to Adopt Resolution No. 2018-65 approving the Concept Plan for Chaska Bluffs Apartments (PC #2018-12). Motion carried.

11. Accept Petition, Authorize Execution of Assessment Agreement and Adopt Resolution No. 2018-71, Relating to Financing of a Private Fire Protection System for Bavaria Downs event center

Assistant Administrator Kabat introduced the item to the Council.

Mayor Windschitl inquired if the fees for the sprinkling is $183,00.

Assistant Administrator Kabat stated that it was and just for the existing structure.

City Administrator Podhradsky stated that State statute only allows them to do existing structures and that the City has done this on a number of different buildings.

Mayor Windschitl commented that it was pretty straight forward.

Motion by Councilmember Rohe, second by Councilmember Boe to Accept the Petition Requesting Special Assessment Funding of a Private Fire Protection System, and to authorize the Mayor and City Administrator to Execute the Special Assessment Agreement with Tim George of 3919 Bavaria Road LLC. Motion carried.

Motion by Councilmember Geisler, second by Councilmember Schulz to Adopt Resolution No. 2018-71, Relating to the Financing of said Fire Protection System, Establishing Compliance with Reimbursement Bond Regulations under the Internal Revenue Code. Motion carried.

12. Bills

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Motion by Councilmember Geisler, second by Councilmember Rohe to approve the bills as presented. Roll call was taken. Voting aye: Councilmembers Schulz, Boe, Rohe, Geisler, and Mayor Windschitl. Voting nay: None
Motion carried.

13. Other Business

A. City Administrator's Biweekly Report – Received
   i. Review of Code Compliance Needs
   ii. CDA – School District Housing Partnership
   iii. 2017 Annual Population Estimate

B. Draft Minutes of the May 9, 2018 Planning Commission

C. Draft Minutes of the April 26, 2018 Human Rights Commission

Councilmember Boe:

- Inquired when the Chaska Building Center Site brush removal would occur. City Administrator Podhradsky stated that they took it away last week.
- Wished a Happy Memorial Day to everyone. Mayor Windschitl stated that the parade starts at 10:00 am. He stated that cemetery visits begin at 7am in Carver.
- Inquired about the timing to implement Hot Spot demolition. City Administrator Podhradsky stated that they want to be in the ground in July. He also noted that the police department and fire department are doing trainings in the former Michaels' Cycles building.
- Inquired about replacing the temporary Sunset Park sign with a permanent one. City Administrator Podhradsky stated that it is already ordered so it will be soon.

Councilmember Rohe:

- Noted success of Taste of Chaska.

Councilmember Geisler:

- Noted kids jumping off bridge at Fireman's Park and suggested putting a platform out there. She asked if there was an existing platform somewhere they could bring in there and use. City Administrator Podhradsky stated that they would have to put specific screws down into the lake and they are looking at getting that priced out. He also stated they are hoping to move the camera to the shelter and are working with the police department to determine the best way to angle it.
- Inquired if the official announcement for Curling in America has been made. City Administrator Podhradsky stated that it hasn't yet, but the dates are Aug. 29-31.
- Inquired when the dog park open house will be. City Administrator Podhradsky stated that it will be Wednesday, May 30 from 5:30 to 7:30pm.
- Inquired on the timing of Online bill-paying. City Administrator Podhradsky responded that it is coming and he will get the Council the date when he gets it.

City Administrator Podhradsky

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- Updated the Council on the Police Department CSO Code Compliance plan and explained the ideal scenario for a Code Compliance Model. Councilmember Geisler inquired how long it has been since they updated the Nuisance Ordinance. City Administrator Podhradsky stated that an extensive overhaul on exterior building maintenance was done in 2008 or 2009 and suggested that practitioners be brought to the table to talk about what is trying to be accomplished and what the ordinance needs to say to do so. Councilmember Geisler stated that upkeep of homes is very important. City Administrator Podhradsky stated that the program could be implemented in 2018 and be able to afford it with the resources put in the budget, but the question would be how to budget for it in the future. He recommended that they bring back a budget amendment at the next meeting to put this in place and also suggested a work session to discuss some of the changes needed for the ordinance. Mayor Windschitl looked to clarify that all complaints would start with CSOs and they would go and do the initial investigation. He inquired if there was a complaint at 8pm, where would that number go. City Administrator Podhradsky stated that would be a police call. Mayor Windschitl then inquired if there would be a CSO number and how residents would know that. City Administrator Podhradsky stated that would be an operational thing but envisioned it would be something like a 311 number. Assistant Administrator Kabat commented that there will likely be a number of points of entry for these calls. City Administrator Podhradsky stated that figuring out how to funnel complaints to the proper people will be a part of the process. The Council expressed overall support of this plan.
- Gave the Council further explanation of the School District – CDA Partnership and stated that it will be brought back to the Council in the future to officially request support for the grant program.

Mayor Windschitl:

- Noted that Twin Cities Live at Cy's on Thursday 3:00-4:30 and will be highlighting Chaska all week.
- Informed the Council that he is going to Washington DC next week to work on transportation topics.
- Asked City Administrator Podhradsky to check in to getting a flag at Mt. Pleasant Cemetery for Memorial Day.
- Reported a big dead tree on County Road 44 trail before the big retaining wall and expressed concern for the big branches falling.
- Reminded the Council of a Memorial service tonight.
- Noted a resident called about traffic as a result of the HWY 41 closure. He stated that there is a study that will be happening on that stretch of road. City Administrator Podhradsky noted a few troublesome areas that staff are keeping an eye on as things change.

14. Adjourn

Motion by Councilmember Geisler, second by Councilmember Rohe to adjourn the meeting at 9:40 pm.
Motion carried.

**- MINUTES -**
**CHASKA CITY COUNCIL**
**JUNE 4, 2018**

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

2.Pledge of Allegiance

3. Roll Call
Roll call was taken. Present: Councilmembers Schulz, Boe, Rohe, Geisler, and Mayor Windschitl. Absent:

Also Present: Nate Kabat, Assistant Administrator and Matt Podhradsky, City Administrator.

4. Adopt the Agenda
Assistant Administrator Kabat noted Agenda Item 7H was removed from the agenda.

Motion by Councilmember Boe, second by Councilmember Geisler to adopt the agenda as presented, with the removal of Item 7H.
Motion carried.

5. Visitor
Jenny Bodurka from Minnetonka Community Education presented information for the Tour de Tonka event on August 4, 2018. She reviewed statistics of the 2017 event and gave details for how the 2018 event will look.

Councilmember Boe stated that it is a fun event and he is looking forward to participating again. He commented that it is nice it is for all ages.

The Council wished Ms. Bodurka good luck on this event.

Fire Chief Wiebe introduced two new fire inspectors, Zac Bonnema and Travis Lindberg, and gave the Council a brief history of their work history, including the fact that they were Chaska Fire Explorers. He stated that they will be helping with day time response. Fire Marshall Gravalin stated that these two men were hired out of a pool of ten applicants and commented on how fortunate the Fire Department is to have them on board. He mentioned that currently there are 2600 rentals with a potential for another 1000, so the addition of these two fire inspectors will be very helpful.

Councilmember Geisler stated she was glad they were doing the inspections for sheer safety.

The Council welcomed Mr. Bonnema and Mr. Lindberg.

Fire Chief Wiebe stated they now have the staff to do follow-ups and inspections are the key to keeping the community safe.

Mayor Windschitl agreed with the importance of the follow-up and commented how staggering the number of rentals is.

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Fire Chief Wiebe stated that single-family type rentals rather than multi-tenant rentals are where most of the work is.

City Administrator Podhradsky stated that this, along with the Code Compliance work the City is doing, will help residents see how the City is addressing these issues.

Fire Chief Wiebe mentioned that the hope with these additional rental inspectors is that the Fire Marshall can get out to the business communities and the industrial parks.

Fire Chief Wiebe stated how proud he and Fire Marshall Gravalin are to have these two men join the team and mentioned they are both Chaska residents. Pictures were then taken.

6. Minutes

Due to technical difficulties, transcription of the previous meeting minutes was delayed and will be considered at a future meeting.

7. Consent Agenda

Motion by Councilmember Geisler, second by Councilmember Boe to approve the Consent Agenda Items A through H:

A. Adopt Resolution No. 2018-72, Awarding the Bid for the 2018 Downtown Reconstruction Project
   Motion to Adopt Resolution No. 2018-72 awarding the bid for the 2018 Downtown Reconstruction Project to Ryan Contracting, in the low bid total amount of $1,948,427.50.
B. Adopt Resolution No. 2018-73, Approving the Premises Permit Application for the Chaska Lions Club
   Motion to Adopt Resolution No. 2018-73 approving the premises permit Application for the Chaska Lions Club, to conduct lawful/charitable gambling at Willy McCoy's.
C. Adopt Resolution No. 2018-74, Approving Transient Permit for Carver County Farmer's Market
   Motion to adopt Resolution No. 2018-74 approving Transient Permit TRA.18-05 for Carver County Farmer's Market, located at 600 East 4th Street, Chaska, valid June 20, 2018 through October 31, 2018.
D. Adopt Resolution No. 2018-75, Approving Solicitor Permit for Aptive Environmental
   Motion to adopt Resolution No.2018-75, approving Solicitor Permit No. SOL.18-37 for the Chase Moray of Aptive Environmental, located at 5251 West 73rd Street, Unit C, Edina, Minnesota, 55439, for the period of June 4, 2018, through September 30, 2018.
E. Approve Budget Amendment-CSO Code Compliance Officers
   Motion to approve amendment to 2018 Budget to allow for the addition of an enhanced Code Compliance Program, with the budget specifically being amended as follows:
   a) Revenue: $65,000 reallocation of dollars from the Fire Department to the Police Department (unused dollars from new Rental Inspector positions) $10,000 addition to the Gas Franchise Fee

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b) Expenditures: $55,000 addition of 2 FTE Community Service Officers (new)
$15,000 increasing current .5 FTE to 1 FTE CSO

F. Authorize Letter of Support: Carver County CDA-School Dist. 112 Housing Partnership
Motion to authorize the Mayor to sign a letter supporting the Carver County CDA's housing partnership with School District 112

G. Adopt Resolution No. 2018-76, Approving TH 41 Signal Maintenance Agreement
Motion to adopt Resolution No. 2018-63 approving the State of Minnesota Department of Transportation And City of Chaska And Carver County Traffic Control Signal Maintenance Agreement for the Pioneer Trail/TH 41 and Hundertmark Road/TH41 Signal Systems.

~~H. Adopt Resolution No. 2018-77, Approving the Premises Permit Application for Chaska Chanhassen Hockey Association.~~

Motion carried.

8. Public Hearing: Letter of Intent-Par 30 Golf Course Partnership with Learning Links
City Administrator Podhradsky introduced the item to the Council.

Mayor Windschitl referred to an email from a concerned citizen and commented that City Administrator Podhradsky did a good job explaining this is a letter of intent, nothing is happening at this point, and there would likely be a public process moving forward. He stated this is an opportunity for Chaska to do something out of the box and would be a great partnership.

City Administrator Podhradsky pointed out that whether or not they have a partnership like this, they have to put money back into the course. This would be additive to what already has to be done and would be a community benefit.

Community Geisler inquired about Tim Anderson, the golf pro there, having a North Carolina address but a Minnesota phone number.

City Administrator Podhradsky stated that Mr. Anderson leaves for North Carolina in the winter.

City Administrator Podhradsky stated this has been an iterative process and he thinks doing it at Par-30 rather than Hazeltine is a better option for the community as it leverages both of these resources and helps meets the Learning Links' goal of making golf more accessible to everyone.

Councilmember Geisler reiterated that it would be the first opportunity like this in the country.

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City Administrator Podhradsky explained there are other golf courses that do things to accommodate people with special needs, but this would be the first one designed to do so from the ground up and is also beneficial to the current patrons (juniors and seniors).

Mayor Windschitl asked if they would redesign the surface of the course to make it firmer.

John Kellen, Chaska Golf Course, explained that as it is currently very boggy over there, the handicap accessible vehicles would have a very difficult time. He stated the physical detail improvements haven't been solidified but peat would be brought out and dirt brought in to make it a much firmer surface.

City Administrator Podhradsky stated the wet conditions are problematic for the current patrons as well.

Councilmember Geisler likened this opportunity to Miracle Field.

City Administrator Podhradsky agreed and stated it is great to make sports that aren't immediately accessible to everyone become accessible.

Councilmember Boe expressed his excitement that a whole new group of people would be introduced to golf.

Mayor Windschitl clarified that the carts would be provided.

City Administrator Podhradsky stated that they would. He also mentioned they have to spend money at Par-30 anyway, and he believes it would be wrong to spend money and get the same result.

Mayor Windschitl stated that fix ups could be done to issues like drainage, but they would not be able to do to the course what this opportunity will allow them to do.

Councilmember Geisler commented they want the facility to support itself and it is not going that way.

City Administrator Podhradsky stated that it does support itself operationally and has a current operational budget of $175,000 per year, but they generate as much as they spend. He noted the real issue is not how to pay for the operations in a given year but how to make improvements. He said they are not generating enough to put away anything to be spent on improvements.

Mayor Windschitl stated the maintenance guy mentions the drainage issue a lot.

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Councilmember Boe commented that there are a lot of opportunities for discussion as this moves forward.

Mayor Windschitl reiterated that this is basically saying that the Council likes the concept and to keep moving.

Councilmember Geisler added that the public will be brought into the process at some point as well.

Motion by Councilmember Boe, second by Councilmember Geisler to approve the proposed Letter of Intent between the City of Chaska and Learning Links, authorizing the Mayor and City Administrator to enter into the LOI on behalf of the City of Chaska. Motion carried.

9. Bills

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

10. Other Business

A. City Administrator's Biweekly Report – Received

Councilmember Geisler:

- Noted that pedestrians are not crossing at the HAWK System at HWY 41 and County Road 61. City Administrator Podhradsky stated that this happens all throughout downtown and the only thing the City can do is provide a safe way for pedestrians to cross and if they choose not to take it there is nothing the City can do. Mayor Windschitl commented that he has seen this too and there is no way to stop it. City Administrator Podhradsky mentioned that he is really pleased with the way it works. Councilmember Geisler encouraged residents to cross using the HAWK system.

City Administrator Podhradsky:

- Pointed out that in the biweekly there is discussion on body camera policy. He stated that most suburban police departments in the Twin Cities are looking at policies for body camera use. He explained that the policy being looked at is close to what other suburban police departments are using and one that the League of Minnesota Cities has had a chance to look at. He stated that State statute requires cities to go through a public input process and that staff is suggesting to do a pilot program before jumping in to a program. He reported the City received approval to get a year-free trial of body cameras for the upcoming year. Staff would like to use this time period to run a pilot study and see if it is something the City should move forward with in the future. He explained that before the pilot study can be done a public hearing needs to be held based on State statute to take any public comment on the use of body cameras. He referred all questions regarding this to himself. Mayor Windschitl looked to clarify that this would need to be done prior to the pilot study. City Administrator Podhradsky responded that public input process must be done prior to the pilot study. Mayor Windschitl inquired of the timing

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for starting this. City Administrator Podhradsky suggested having a public hearing on it at the next meeting or the first meeting in July. He mentioned they'd like to get through developing a policy draft to get the word out as well as speaking with twelve different citizen groups and getting their feedback before bringing it back for a public hearing. Councilmember Geisler inquired if advanced public hearing publishing was two weeks or three weeks. City Administrator Podhradsky stated that it is ten days and that staff wants to get out proper notice so residents know this is being discussed. He also spoke of the benefit of doing a pilot study prior to jumping in to a program. He stated that Chaska has a dash camera system, and this body camera policy is what a lot of other departments are now adding. Mayor Windschitl inquired if these turn on immediately. City Administrator Podhradsky stated that Scott will be here to explain it and that the purpose of the public meeting to have all of this explained. City Administrator Podhradsky stated that this is one of those things that seems simple on the surface but is actually quite complex. Councilmember Geisler commented that the League of Minnesota Cities has put time into this and worked with other cities that have already implemented it that the policy has probably gotten better and better. Mayor Windschitl agreed that the League of Minnesota Cities probably has a solid policy for this. City Administrator Podhradsky noted that the City of Burnsville implemented this very early and mentioned that he believes most residents would think that Chaska already has body cameras because transparency with policing services has become more of an expectation for residents. Councilmember Geisler stated that it would not only be a benefit for the police but also for the resident. City Administrator Podhradsky agreed. Mayor Windschitl clarified that nothing needs to be done until it comes forward. City Administrator Podhradsky stated he wanted to inform the Council that this is coming up and explained that storage for this system is a huge issue, and that now that they use Cloud Base, it helps, but this would still be a struggle. The physical storage and cost of it are things taken into consideration because the more data saved, the more it costs. Mayor Windschitl agreed and mentioned that one wrongful thing could cost a lot of money and proof one way or the other cuts that out. City Administrator Podhradsky agreed and stated there are pros and cons to this and educating the public of this and getting feedback is necessary. He commented that the pilot will hopefully give the City a chance to learn prior to implementation if it moves that way. City Administrator Podhradsky explained there will be a process for learning to use the system and other factors that go in to this. Mayor Windschitl inquired if they would hear more about this in July. City Administrator Podhradsky stated it would be one of the next two meetings.

- Noted there will not be a City Council Meeting on July 2, 2018.

Mayor Windschitl:

- Noted that the Memorial Day Services were very well done.
- Pointed out that the flags on HWY 212 look awesome and thanked the person who does that.
- Mentioned the Legion Commander, Steve NaSalle, talked to him about the banners and inquired if staff are comfortable about doing that project. City Administrator Podhradsky stated that he will follow up with him.

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- Commented that Veteran's Park will not likely make the July 4th deadline. City Administrator Podhradsky stated that they ran into a lot of delays this spring but will certainly get it done this summer.
- Noted that Carver County again got ranked first as the happiest county.
- Asked City Administrator Podhradsky to check into the sprinkler system at Fireman's Park. City Administrator Podhradsky stated that there is an issue with the irrigation system and that some have had to been run manually. He stated he will check in to it. Mayor Windschitl commented that the City just spent $140,00 in pumps there. City Administrator Podhradsky stated that is why the contractor is coming back.
- Noted that Fishing for Friends was last Saturday and there was a good turnout and stated that they might put a monetary piece on to it, but that it was a great program. He stated that the DNR mentioned they might start netting to get some fish out and they are stocking bass to start eating the smaller fish.
- Explained there had been some issues with the sound quality and that he has been told that has been fixed.
- Stated a business had inquired if the alley between 2nd and 3rd on the eastside is being redone. City Administrator Podhradsky responded that he did not believe it was this summer as it needs to be tied together with the parking improvements there, but he would make sure. He stated that utilities will be buried there.
- Inquired if there is policy for how long dumpster bags can sit before getting picked up. City Administrator Podhradsky reported that the ordinance probably does address this and he can check into it. He stated that staff will go through ordinances first before going into code compliance. He agreed that many citizens likely think the total cost is $30 and they don't realize it is $150 to haul it away. Councilmember Geisler inquired about having a clean up day. Mayor Windschitl stated that this was a big project for a city the size of Chaska and that he had a hard time with that. Councilmember Geisler stated that she has a hard time with people leaving them out or storing them outside. Councilmember Boe stated that the Environmental Center does not take furniture, and that most things can go to the Recycle Center.
- Thanked Representative Hoppe for his work and stated that he has been very helpful for his district.

Mark Gross with Formacoat addressed the Council and asked them to let him know if he is missing things and thought there was supposed to be an approval. Mayor Windschitl stated that was coming up in the Economic Development Meeting after this Council Meeting.

11. Adjourn

Motion by Councilmember Boe, second by Councilmember Geisler to adjourn the meeting at 8:13 pm.
Motion carried.

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 06/18/2018

**Subject:** **District 112 Hockey Program Locker Room Expansion at Chaska Community Center**

Prepared By: Marshall Grange-Parks and Recreation Director

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**Background**

The Chaska High School hockey program has a desire to house both their varsity and junior varsity teams into dedicated and equitable boys and girls locker rooms. Currently the boys varsity and boys junior varsity are in separate locker room and the same goes for the girls.

The Chaska Community Center locker room expansion project will involve two primary components as follows:
The first component of the project will create one, approximately 860/sf locker room by combining two existing small locker rooms by removing a dividing wall. Existing lockers within these spaces will be reused, with new laminate benches installed to replace worn portions of the existing benches. Two coaches' rooms will also be modified as part of this renovation, by infilling windows that currently look into the locker room space. Rubber flooring will be installed and/or patched to match the existing where needed, walls will be painted, and existing lights will be modified to operate off a single switch.

The second, and larger, component of the project will create a new locker room by relocating the building's existing chiller and gas meter, which are currently housed within an enclosed mechanical courtyard, to outside of the building between the parking lot and building. The new chiller and gas meter location will be enclosed by chain link fencing and protected by steel bollards. Once these mechanical components have been removed from the existing courtyard, the courtyard will be enclosed and renovated to create a new locker room. Structural steel and an EPDM roof system will be installed to enclose the space, and a new concrete slab will be installed to provide a smooth and level floor. New wood lockers will be installed, the exposed steel roof structure painted, and rubber flooring will be installed to match other locker areas in the building. A small new Rooftop mechanical unit, lighting, and electrical systems will be installed to serve the area. One coaches office will be constructed inside of the new space, and an existing door to the outside of the building will be infilled and finished with metal panels. Another door opening that leads to a mechanical room will also be infilled.

Attached you will find an estimated cost for this project and a schedule to perform the necessary work. The City of Chaska will finance this project and enter into an agreement with the School District in which they will pay back 80% of the total costs over a 15 or 20-year period. Given there will be a community benefit with the current junior varsity locker rooms becoming available for other use as a result of this project, the City of Chaska will cover 20% of the cost through CIP funds.

**CITY COUNCIL ACTION REQUESTED**

Staff is seeking City Council authorization to allow Wenk Construction to advertise bids for this project. Based on the schedule, the GMP and recommended bids will come back to City Council on the July 30, 2018 for approval.

| | |
|---|---|
| **PROJECT:** | **Chaska Community Center Locker Room Addition & Renovation** |
| **OWNER:** | City of Chaska |
| **LOCATION:** | 1661 Park Ridge Drive, Chaska, MN 55318 |
| **ARCHITECT:** | 292 Design Group |
| **DATE** | 6/12/2018 |
| **ESTIMATED BY** | TI/AH/SB |

WENCK
Responsive partner.
Exceptional outcomes.

| SECTION | DESCRIPTION | QUANTITY | UNIT | UNIT COST | SUBTOTAL COST | TOTAL COST |
|---|---|---|---|---|---|---|
| **01 00 00** | **General Conditions** | | | | | **$101,724** |
| | Project Management & Administration | 1 | al | $30,000 | $30,000 | |
| | Site Supervision | 480 | hr | $95 | $45,600 | |
| | Superintendent Phone / Technology | 12.00 | wk | $70 | $840 | |
| | Superintendent Truck | 12.00 | wk | $230 | $2,760 | |
| | General Labor Allowance | 100 | hr | $65 | $6,500 | |
| | Survey / Site Layout / Staking | 1 | ls | $750 | $750 | |
| | Gas Meter Relocation Charges | 1 | ls | $3,500 | $3,500 | |
| | Building Permit Allowance | 1 | ls | $3,800 | $3,800 | |
| | Security Fencing | 1 | ls | $2,500 | $2,500 | |
| | Special Inspections / Testing | 1 | ls | $2,500 | $2,500 | |
| | Plan Reproduction, Printing, & Postage | 1.00 | al | $750 | $750 | |
| | Tool Rental | 1.00 | al | $450 | $450 | |
| | Dumpsters | 1.00 | al | $1,050 | $1,050 | |
| | Final Cleaning | 1,810 | sf | $0.40 | $724 | |
| **02 00 00** | **Existing Conditions** | | | | | **$8,649** |
| | Remove Existing Double Door | 2 | ea | $250 | $500 | |
| | Demo Existing Concrete Floor | 974 | sf | $3.50 | $3,409 | |
| | Sawcut Door 3-0 x 7-0 Door Opening in Precast | 1 | ea | $1,200 | $1,200 | |
| | Demo Block at Exist. CMU Wall | 15 | lf | $80 | $1,200 | |
| | Demo Chiller Structure | 1 | ls | $750 | $750 | |
| | Remove window for infill. | 1 | ea | $150 | $150 | |
| | Remove Locker Cabinets | 12 | ea | $50 | $600 | |
| | Remove Rubber Florring | 420 | sqft | $2 | $840 | |
| **03 00 00** | **Concrete** | | | | | **$21,680** |
| | New 4" Concrete Slab on Grade | 974 | sf | $15 | $14,610 | |
| | New bollards | 2 | ea | $2,200 | $4,400 | |
| | New Chiller Pad Slab on Grade | 85 | sf | $22 | $1,870 | |
| | Splash Blocks | 2 | ea | $150 | $300 | |
| | Concrete Patching at Removed Interior CMU Wall | 1 | al | $500 | $500 | |
| **04 00 00** | **Masonry** | | | | | **$8,990** |
| | Steel Bearing Allowance | 1 | al | $5,000 | $5,000 | |
| | Infill Wall Opening 2A - 8" CMU Wall | 42 | sf | $45 | $1,890 | |
| | Infill Wall Opening 1B - 12" CMU | 42 | sf | $50 | $2,100 | |
| **05 00 00** | **Metals** | | | | | **$34,601** |
| | New 12" Wide Flange Beams at 5' oc, 23' lengths | 6 | ton | $3,000 | $18,000 | |
| | New Steel Roof Decking | 974 | sf | $3.50 | $3,409 | |
| | Prefinished Metal Flashing at Roof Edge | 44 | lf | $20 | $880 | |
| | Metal Flashing at Exist. Wall Connection | 44 | lf | $24 | $1,056 | |
| | Galvanized Flashing at Roof Curb | 26 | lf | $18 | $468 | |
| | Galvanized Flashing at HVAC Curb | 16 | lf | $18 | $288 | |
| | Crane Mobilization | 1 | ea | $2,000 | $2,000 | |
| | Steel Erection | 1 | ls | $8,500 | $8,500 | |
| **06 00 00** | **Woods, Plastics, and Composites** | | | | | **$23,970** |
| | Install HM Frame/Door/Hardware | 2 | ea | $250 | $500 | |
| | Remove Door Hardware and Fix Door Shut | 1 | ea | $150 | $150 | |
| | Treated Framing at Roof Edge | 44 | lf | $15 | $660 | |
| | Treated Framing at Exist. Building | 44 | lf | $20 | $880 | |
| | Plywood Framing over CMU | 520 | SF | $12 | $6,240 | |
| | Roof Curb Construction | 26 | lf | $25 | $650 | |
| | HVAC Curb Construction | 16 | lf | $25 | $400 | |
| | 5/8" Veneer Plywood w/Sealcoat on Furring | 1,144 | sf | $7.50 | $8,580 | |
| | 5/8" Veneer Plywood w/Sealcoat Applied to Block V | 572 | sf | $7.50 | $4,290 | |
| | 5/8" Veneer Plywood w/Sealcoat on Office Walls 1 | 216 | sf | $7.50 | $1,620 | |
| **07 00 00** | **Thermal and Moisture Protection** | | | | | **$22,898** |
| | New EPDM Roof System | 974 | sf | $22 | $21,428 | |

| | |
|---|---|
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| **ARCHITECT:** | 292 Design Group |
| **DATE** | 6/12/2018 |
| **ESTIMATED BY** | TI/AH/SB |

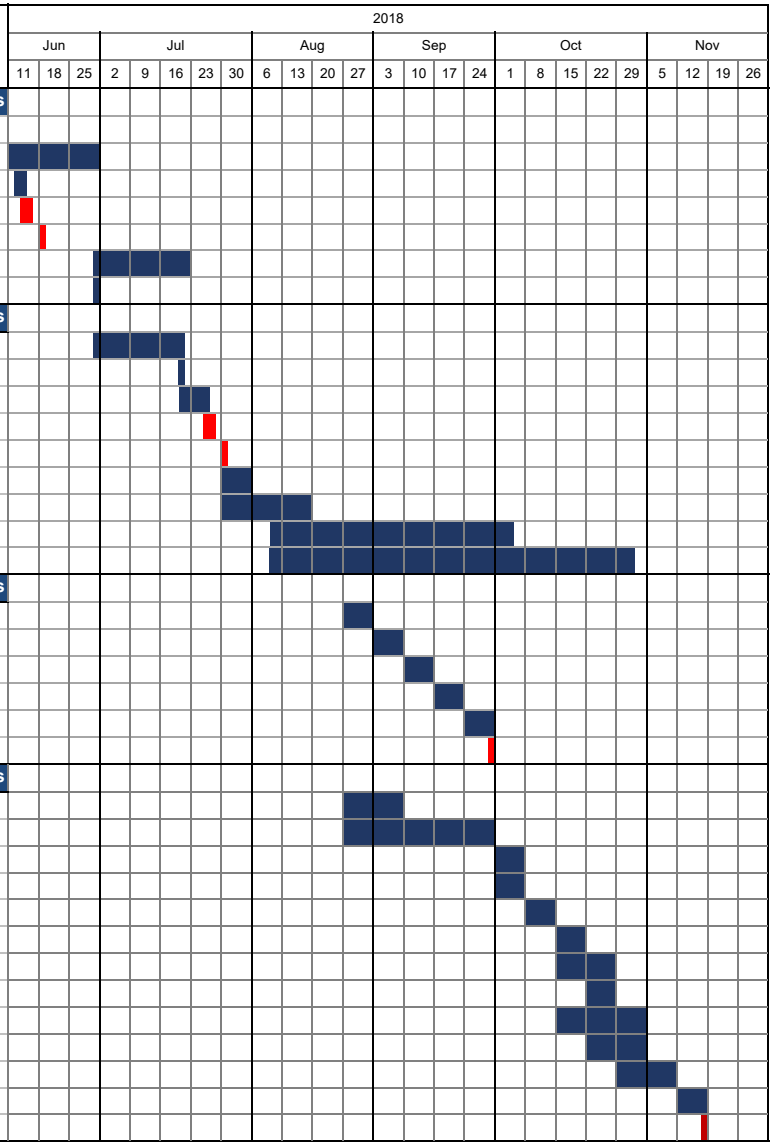
WENCK
Responsive partner.
Exceptional outcomes.

| SECTION | DESCRIPTION | QUANTITY | UNIT | UNIT COST | SUBTOTAL COST | TOTAL COST |
|---|---|---|---|---|---|---|
| | Metal Panel Finish at CMU Infill | 42 | sf | $35 | $1,470 | |
| **08 00 00** | **Openings** | | | | | **$5,550** |
| | 3-0 x 7-0 HM Door/Frame/Hardware | 3 | ea | $1,850 | $5,550 | |
| **09 00 00** | **Finishes** | | | | | **$30,693** |
| | New Wall - 6" Metal Studs | 300 | sf | $10.50 | $3,150 | |
| | New Furring - 8" | 294 | sf | $7 | $2,058 | |
| | Infill Window & Wall Openings | 2 | ea | $700 | $1,400 | |
| | Paint Existing S & W Block Walls at New Team Roor | 800 | sf | $2.50 | $2,000 | |
| | Paint Existing Block Walls in East Locker Room & Int | 780 | sf | $2.50 | $1,950 | |
| | Paint Gypsum Partition in New Office (one side) | 216 | sf | $2.50 | $540 | |
| | Paint Interior Walls in Two Existing Offices | 650 | sf | $2.50 | $1,625 | |
| | Paint New Steel Beam / Deck ceiling | 974 | sf | $3.25 | $3,166 | |
| | Paint HM Door/Frame | 1 | ea | $250 | $250 | |
| | Paint bollards | 2 | ea | $75 | $150 | |
| | Rubber Flooring and Vinyl Wall Base | 1 | lsum | $14,404 | $14,404 | |
| **10 00 00** | **Specialties** | | | | | **$60,750** |
| | New Custom Wood Lockers | 40 | ea | $1,250 | $50,000 | |
| | New P-Lam Seats | 1 | lsum | $10,000 | $10,000 | |
| | New Stick Rack | 1 | ea | $750 | $750 | |
| **21 00 00** | **Fire Supression** | | | | | **$5,000** |
| | Extend Existing System | 1 | al | $5,000 | $5,000 | |
| **22 00 00** | **Plumbing** | | | | | **$57,000** |
| | Chiller & Gas Meter Relocation | 1 | ls | $57,000 | $57,000 | |
| **23 00 00** | **Heating, Ventilating, and Air Conditioning** | | | | | **$15,000** |
| | HVAC | 1 | ls | $15,000 | $15,000 | |
| **26 00 00** | **Electrical** | | | | | **$15,500** |
| | Disconnect Existing Power | 1 | ls | $1,500 | $1,500 | |
| | New 1x8 LED Surface Lights / Switching | 6 | ea | $750 | $4,500 | |
| | Wire Lighting Surface Mount | 1 | ls | $2,500 | $2,500 | |
| | New Switching in Workout Room | 2 | ea | $250 | $500 | |
| | Disconnect Chiller | 1 | ls | $750 | $750 | |
| | Re-Connect Chiller | 1 | ls | $1,250 | $1,250 | |
| | Fire Alarm Additions | 1 | ls | $4,500 | $4,500 | |
| **32 00 00** | **Exterior Improvements** | | | | | **$5,100** |
| | Fencing | 60 | lf | $60 | $3,600 | |
| | Gates | 2 | ea | $750 | $1,500 | |
| | **SUBTOTAL CONSTRUCTION COSTS** | | | | | **$417,105** |
| **00** | **Insurance, Fees, and Contingencies** | | | | | **$58,942** |
| | Construction Contingency | 10.00% | | $417,105 | $41,710 | |
| | Construction Managemet Fee | 2.50% | | $417,105 | $10,428 | |
| | Payment & Performance Bond | 1.45% | | $469,243 | $6,804 | |
| | | | | | $0 | |
| | **TOTAL CONSTRUCTION COST** | | | | | **$476,047** |
| **00** | **Design Fees** | | | | | **$48,000** |
| | Architecture & Engineering Fees | 1 | ls | $48,000 | $48,000 | |
| | | | | | $0 | |
| | **TOTAL PROJECT COST** | | | | | **$524,047** |

**City of Chaska**
**Chaska Community Center Locker Room Expansion & Renovation**
**June 12th, 2018**
**Prepared by Wenck**

WENCK
Responsive partner.
Exceptional outcomes.

| ID | Task Name | Start | Finish | Duration |
|---|---|---|---|---|
| **Design & Permitting Phase** | | **5/17/18** | **7/13/18** | **42 Days** |
| 1 | Design Concept Approval | 5/17/18 | 5/17/18 | |
| 2 | Design | 5/17/18 | 6/29/18 | |
| 3 | Cost Estimate | 6/12/18 | 6/13/18 | |
| 4 | DD Estimate Review & Council Submittal | 6/13/18 | 6/14/18 | |
| 5 | City Council Design and Budget Approval | 6/18/18 | 6/18/18 | |
| 6 | Permitting & Plan Review | 6/29/18 | 7/20/18 | |
| 7 | Issue Plans & Specifications for Bids | 6/29/18 | 6/29/18 | |
| **Bidding & Procurement Phase** | | **6/29/18** | **10/31/18** | **89 Days** |
| 8 | Bid Phase | 6/29/18 | 7/19/18 | |
| 9 | Bid Opening | 7/19/18 | 7/19/18 | |
| 10 | Prepare & Submit GMP to City | 7/19/18 | 7/25/18 | |
| 11 | Review and Submit GMP to City Council | 7/25/18 | 7/26/18 | |
| 12 | City Council GMP & Contract Awards | 7/30/18 | 7/30/18 | |
| 13 | Contracts, Bonds, & Insurance | 7/30/18 | 8/3/18 | |
| 14 | Shop Drawings | 7/30/18 | 8/17/18 | |
| 15 | Steel Lead Time | 8/9/18 | 10/3/18 | |
| 16 | Locker Lead Time | 8/9/18 | 10/31/18 | |
| **Renovation Construction Phase** | | **8/13/18** | **9/14/18** | **25 Days** |
| 17 | Demolition | 8/27/18 | 8/31/18 | |
| 18 | Infill Walls / Concrete Patching | 9/3/18 | 9/7/18 | |
| 19 | Painting, Flooring & Finishes | 9/10/18 | 9/14/18 | |
| 20 | Locker Install / PLAM Seating | 9/17/18 | 9/21/18 | |
| 21 | Punchlist | 9/24/18 | 9/28/18 | |
| 22 | Project Completion & Move-In | 9/28/18 | 9/28/18 | |
| **Courtyard Infill Construction Phase** | | **8/13/18** | **10/26/18** | **60 Days** |
| 23 | Demolition | 8/27/18 | 9/7/18 | |
| 24 | Chiller Disconnects, Pad and Move | 8/27/18 | 9/28/18 | |
| 25 | Concrete Floors | 10/1/18 | 10/5/18 | |
| 26 | Fencing and Bollards | 10/1/18 | 10/5/18 | |
| 27 | Steel Erection | 10/8/18 | 10/12/18 | |
| 28 | Roofing | 10/15/18 | 10/19/18 | |
| 29 | Walls / Infills | 10/15/18 | 10/26/18 | |
| 30 | Doors and Frames | 10/22/18 | 10/26/18 | |
| 31 | Mechanical & Electrical | 10/15/18 | 11/2/18 | |
| 32 | Painting, Flooring & Finishes | 10/22/18 | 11/2/18 | |
| 33 | Locker Install | 10/29/18 | 11/9/18 | |
| 34 | Punchlist | 11/12/18 | 11/16/18 | |
| 35 | Project Completion & Move-In | 11/16/18 | 11/16/18 | |



# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
## 06/18/2018

**Subject:** **Conditional Use Permit for a 1.5-mile Transmission Line in the Northern Industrial Park**

Applicant: Xcel Energy

Location: Corner of Lyman Boulevard & Audubon Road to Lake Hazeltine Substation

Case No.: P.C. No. 2018-06

Synopsis: The applicant is requesting approval of the Conditional Use Permit for a transmission line in the City's northern industrial park

Prepared By: Elizabeth Hanson, City Planner

Staff Recommendation: Motion to adopt Resolution approving the request.

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**BACKGROUND**

The Lake Hazeltine Substation, located just south of Columbia Court West, was approved for a CUP in February 2017 and was recently constructed late last year. The proposed 1.5-mile 115 kV double circuit transmission line project is needed to power the Lake Hazeltine Substation. This will meet the increasing demand for electricity in the City of Chaska. It will draw electricity from the existing transmission line located along the eastern side of Audubon Road at Lyman Boulevard.

**LAND USE/ZONING**

The project is located in Carver County, Minnesota. Commencing in Chanhassen, in the southeast quadrant of the Lyman Blvd and Audubon Road intersection, it will follow the southwesterly side of Lyman Boulevard to the south side of the Twin Cities and Western Railroad. The transmission route will turn westerly and parallel the railroad until it reaches the north shore of Lake Hazeltine, where it will turn north on the west side of Columbia Court West, and end at the Lake Hazeltine electric substation in Chaska.

The area of the transmission line is currently zoned Industrial (I). The Industrial (I) zoning district allows for transmission lines with the granting of a Conditional Use Permit (CUP).

**CURRENT REQUEST**

The applicant proposes to construct and operate a 115kV transmission line approximately 1.5-mile long and consisting of approximately 18 transmission structures between the cities of Chanhassen and Chaska, in Carver County, Minnesota. It will begin by connecting to an existing transmission line in the southeast quadrant of Lyman Boulevard and Audubon Road in Chanhassen. It will end at the Lake Hazeltine substation on the west side of Columbia Court North in Chaska. Because the transmission line is proposed within the city limits of Chanhassen as well they will also have to obtain approvals from this jurisdiction.

**CONDITIONAL USE PERMIT**
According to Chapter 2.3 of the Zoning Ordinance (Essential Services):

> "Above ground structures for private essential services such as sub-stations or receiving and transmitting towers/antennas shall be classified as a use by conditional permit in all zoning districts. A Conditional Use Permit for such essential service structures may be granted by the City Council after public hearing and recommendation by Planning Commission. The placement, heights, design, and type of construction and building material of such structures shall be such that any potential negative effect upon proximate properties will be minimized. The City Council may require certain conditions of approval to assure environmental compatibility."

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

a) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;
b) The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood;
c) The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
d) Adequate utilities, access roads, drainage, and necessary facilities have been or will be provided;
e) Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets;
f) The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

**ANALYSIS**
Section 1.2 of the City's Zoning Ordinance explains "[t]he basic purpose of this Ordinance is to ensure public health, safety, and general welfare in accordance with the official 'Comprehensive Plan' of the City of Chaska, and with adopted development goals, policies and proposals contained therein."

In Order to achieve the objectives of the Comprehensive Plan certain uses, including "essential services," are permitted subject to a Conditional Use Permit. The project constitutes a "privately owned and operated essential service" as defined by Sections 2.3 and 15 of the ordinance. Section 2.3 of the City Zoning Ordinance also provides that above ground structures for private essential services shall be classified as a conditional use in all zoning districts.

The proposed transmission line is an essential service that will provide electrical transmission support for planned and future development within the designated service area as defined in the City's 2030 Comprehensive Plan. Thus, the proposed project is consistent with the City's Comprehensive Land Use Plan and the intent of the City zoning ordinance.

Section 2.3 of the Zoning Ordinance further provides that the placement, height, design, and type of construction and building material of such structures shall minimize any potential

negative effect upon proximate properties. The proposed 115kV transmission line will utilize existing ROW where available to minimize the multiplying of transmission lines into otherwise undisturbed areas (Exhibits 2-0 through 2-8 in the packet).

The route of the proposed transmission line will allow for sharing a portion of the existing distribution line ROW where feasible, thereby minimizing visual impacts associated with vegetation maintenance requirements. The nearest residential structure is located 400 feet north from the proposed transmission line route and therefore, potential negative impacts to adjacent property owners will be minimal.

The project crosses a portion of Lake Hazeltine near the railroad about 900 feet southeast of the Lake Hazeltine Substation. Xcel Energy will design and construct the project to minimize potential impacts to Lake Hazeltine. Permanent impacts to the open water portion of the lake will be minimized by spanning where feasible and by locating structures in emergent wetland areas adjacent to the open water portion of the lake. Temporary impacts will be minimized by constructing the project in the winter as possible; work will continue into the spring and early summer and by working from mats and incorporating erosion control measures identified in the MPCA Storm Water Best Management Practices Manual. Disturbed surface soils will be stabilized upon completion of the construction process to minimize adverse effects to surface water quality.

The proposed transmission line would not result in any adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements. The proposed transmission line project will provide the forecasted electric transmission capacity necessary to meet the electric load in the Lake Hazeltine Substation service area.

Proper safeguards will be used for construction and operation of the proposed transmission line. The transmission line is being designed in compliance with local, state, National Electric Safety Codes, and Xcel Energy standards for ground and building clearance, strength of materials, and ROW widths. Established Xcel Energy and industry safety procedures and standard construction practices will also be followed during project construction.

The proposed transmission line will be equipped with protective devices (i.e., circuit breakers and relays located in the substation where the transmission line terminates) to safeguard the public in the event of an accident, such as a structure or conductor falling to the ground. The protective equipment will de-energize the transmission line should such an event occur. In addition, the substation facilities where the transmission line will connect will be fenced and access will be limited to authorized personnel. Proper signage will be posted to warn the public about the risk of coming into contact with the energized equipment.

The proposed transmission line would be located primarily in an industrial developed area and adjacent to agricultural lands. The nearest residential structures are located over 400 feet from the proposed transmission line. The proposed use will not injure or detract from the use of the neighboring property or from the character of the neighborhood because the proposed transmission line is planned to be located in a disturbed corridor adjacent in an existing electric line corridor, thus minimizing proliferation. It will utilize portions of existing essential service corridors and easements. This will reduce impacts to the character of the area as compared to

adding a new corridor. Over a portion of the route, the project will consolidate essential service use by co-locating an existing electrical line onto the new structures.

To the extent new right-of-way acquisition is necessary, easement rights will be purchased across the properties which will accommodate the new transmission line. This acquisition will include compensating the property owner(s) for property over which the easement is acquired.

Section 9.5.2.2 of the City's zoning ordinance allows for the above-ground placement and construction of high voltage transmission lines. The proposed project constitutes an above-ground, high voltage transmission line, which will provide essential electrical transmission service to planned and future development within the City of Chaska. Exhibits in the packet show existing site conditions, proposed site plan, a typical structure photograph and structure elevations.

Height
The proposed transmission line will range in height from 80-110 feet on 18 overhead structures.

Location
The proposed transmission line will begin with a connection to the existing transmission line located on the southeast side of the intersection of Audubon Road and Lyman Boulevard on land owned by the City of Chanhassen, in Carver County, Minnesota. It will cross Audubon Road with one more structure in Chanhassen, then into Chaska, and continue northwesterly for approximately 3,500 feet along the west side of Lyman Boulevard to the south side of the Twin Cities and Western Railroad tracks. The transmission route will turn to the southwest and parallel the railroad tracks for approximately 3,000 feet. The transmission route will then cross the railroad tracks in a northwesterly direction for about 850 feet ending with a connection at the Lake Hazeltine Substation.

Design/Color
The overhead lines proposed will be double-circuit, and the poles will be weathered steel, and brown in color.

Lighting
The proposed tower will not be illuminated in any way.

In light of the analysis above, staff believes the proposed transmission line meets the parameters of Chapter 2.3 of the Zoning Ordinance (Essential Services). This project is also necessary in order for the City's Lake Hazeltine Substation to operate.

**Open House 1/31/18**
The applicant did conduct a separate open house on the date noted above to allow for neighboring sites to learn more about the project and provide feedback for the purpose of the Environmental Assessment being completed. Invitations were sent to all property owners within 350 feet of the project area, consistent with the mailing list created for this Conditional Use Permit request. One Chanhassen resident/property owner and one business property owner were present at this meeting. The questions asked were of general curiosity on the project. Concerns about safety were also brought up.

**PLANNING COMMISSION ACTION TAKEN 3/14/18:**

Motion to approve the Conditional Use Permit in order to construct a 115-kv transmission line in the northern industrial park, subject the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Conditional Use Permit Application (pgs 1-46), prepared by Xcel Energy, dated January 17, 2018
2. Compliance with section 2.3 and 9.5 of the Zoning Ordinance.
3. Submittal and approval of a building permit prior to construction of the transmission lines.

**CITY COUNCIL ACTION REQUESTED**

**Motion to adopt a Resolution approving the Conditional Use Permit in order to construct a 115-kv transmission line in the northern industrial park (PC #2018-06).**

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

**RESOLUTION**

**DATE 06/18/2018 RESOLUTION NO. 2018-81**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

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**Resolution approving the Conditional Use Permit for the Lake Hazeltine Transmission Line/Xcel Energy/P.C. No. 2018-06**

---

WHEREAS, the Lake Hazeltine Substation, located just south of Columbia Court West, was approved for a CUP in February 2017 and was recently constructed late last year; and

WHEREAS, the proposed 1.5-mile 115 kV double circuit transmission line project is needed to power the Lake Hazeltine Substation; and

WHEREAS, the area of the transmission line is currently zoned Industrial (I); and

WHEREAS, the proposed 115kV transmission line will utilize existing ROW where available to minimize the multiplying of transmission lines into otherwise undisturbed areas; and

WHEREAS, Xcel Energy will design and construct the project to minimize potential impacts to Lake Hazeltine; and

WHEREAS, the proposed transmission line will be equipped with protective devices (i.e., circuit breakers and relays located in the substation where the transmission line terminates) to safeguard the public in the event of an accident, such as a structure or conductor falling to the ground; and

WHEREAS, the proposed use will not injure or detract from the use of the neighboring property or from the character of the neighborhood because the proposed transmission line is planned to be located in a disturbed corridor adjacent in an existing electric line corridor, thus minimizing proliferation; and

WHEREAS, the proposed transmission line will range in height from 80-110 feet on 18 overhead structures; and

WHEREAS, the overhead lines proposed will be double-circuit, and the poles will be weathered steel, and brown in color; and

WHEREAS, the proposed tower will not be illuminated in any way; and

WHEREAS, on March 14, 2018 the Planning Commission recommended approval to the City Council of the Conditional Use Permit for the Lake Hazeltine Transmission Line (PC#18-06); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Conditional Use Permit for the Lake Hazeltine Transmission Line (PC#2018-06), subject to the aforementioned stipulations and the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Conditional Use Permit Application (pgs 1-46), prepared by Xcel Energy, dated January 17, 2018
2. Compliance with section 2.3 and 9.5 of the Zoning Ordinance.
3. Submittal and approval of a building permit prior to construction of the transmission lines.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of June, 2018.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

# CONDITIONAL USE PERMIT APPLICATION

## City of Chaska

**Date**: January 17, 2018

**Applicant**: Northern States Power Company, a Minnesota corporation ("Xcel Energy")

**Project Description:** The applicant proposes to construct and operate a 115kV transmission line approximately 1.5-mile long and consisting of approximately 18 transmission structures between the cities of Chanhassen and Chaska, in Carver County, Minnesota (**Exhibits 1-0 through 1-8**). It will begin by connecting to an existing transmission line in the southeast quadrant of Lyman Boulevard and Audubon Road in Chanhassen. It will end at the Lake Hazeltine substation on the west side of Columbia Court North in Chaska.

**Site Location:** The project is located in Carver County, Minnesota. Commencing in Chanhassen, in the southeast quadrant of the Lyman Blvd and Audubon Road intersection, it will follow the southwesterly side of Lyman Boulevard to the south side of the Twin Cities and Western Railroad. The transmission route will turn westerly and parallel the railroad until it reaches the north shore of Lake Hazeltine, where it will turn north on the west side of Columbia Court North, and end at the Lake Hazeltine electric substation in Chaska. It is located in the west half of Section 22, Township 116N, Range 23W and the north half of Section 21, Township 116N, Range 23W.


| | | |
|---|---|---|
| **Contact:** | Brian Sullivan | Gene Kotz |
| | Xcel Energy | Xcel Energy |
| | 414 Nicollet Mall - MP8 | 414 Nicollet Mall - MP8 |
| | Minneapolis, MN 55401 | Minneapolis, MN 55401 |
| **Email address:** | | |
| | Brian.E.Sullivan@xcelenergy.com | Eugene.Kotz@xcelenergy.com |
| **Telephone:** | | |
| | 612-330-5925 | 612-330-5625 |

**Attached Exhibits:**

Exhibits 1-0 through 1-8 Existing Conditions

Exhibits 2-0 Proposed Transmission Line and Right-of-Way

Exhibits 2-1 through 2-8 Proposed Conditions

Exhibits 3-0 through 3-8 Wetlands and Proposed Transmission Line and Right-of-Way

Exhibit 4-0 Example of Typical Weathered Steel Transmission Structure

Exhibits 4-1 through 4-3 Structure Elevation View

N/A Landscape Plan

N/A Sign Plan

**Tables:**

Table 1: Proposed Structure Specifications

## PERMITTING & REGULATORY PROCESS

Xcel Energy has elected to follow the local permit review process set forth in Minn. Stat. §216E.05 Minn. R. 7850.5300 to permit the proposed transmission line and structures. This process provides that applicants for applicable projects may seek approval from the local unit of government (LGU) that has jurisdiction over the site or route in lieu of applying to the Minnesota Public Utilities Commission (PUC) for a Route Permit. In addition to noticing requirements, the local review process requires that the LGU:

(1) prepare an Environmental Assessment (EA) for the project and give the public an opportunity to participate in the development of the scope of the EA,

(2) provide a project notice for publication in the EQB Monitor upon completion of the EA and take public comments, and

(3) make a decision on the permit after at least 10 working days after the project notice appears in the EQB Monitor.

Since a larger portion of the transmission project is located within the City of Chaska and a smaller portion in the City of Chanhassen, staff from both cities met to determine which city would serve as the Responsible Governmental Unit (RGU) for preparation of the EA for the PUC process. The City Council of Chanhassen provided the attached letter dated September 26, 2017 agreeing that Chaska will serve as the RGU for preparation of the EA for this project (**Appendix 1**).

Pursuant to Zoning Ordinance Section 2.3(b), electric transmission lines are considered an "essential service", a use by conditional permit in all zoning districts. Therefore, Xcel Energy is hereby applying for a Conditional Use Permit (CUP) from the City of Chaska for the proposed project in accordance with Minn. Stat. §216E.05 and Minn. R. 78505300 described above.

### BACKGROUND

The proposed 1.5-mile 115 kV double circuit transmission line project is needed to power the Lake Hazeltine Substation. This will meet the increasing demand for electricity in the City of Chaska. It will draw electricity from the existing transmission line located along the eastern side of Audubon Road at Lyman Boulevard. This project is the subject of this CUP application and is described below.

### PROPOSED PROJECT

The proposed transmission line project involves construction of an approximately 1.5-mile-long, double circuit, 115 kV transmission line and suspended on 18 overhead structures (**Exhibits 2-0 through 2-8**). The proposed transmission line will begin with a connection to the existing transmission line located on the southeast side of the intersection of Audubon Road and Lyman Boulevard on land owned by the City of Chanhassen, in Carver County, Minnesota. It will cross Audubon Road with one more structure in Chanhassen, then into Chaska, and continue northwesterly for approximately 3,500 feet along the west side of Lyman Boulevard to the south side of the Twin Cities and Western Railroad tracks. The transmission route will turn to the southwest and parallel the railroad tracks for approximately 3,000 feet. The transmission route will then cross the railroad tracks in a northwesterly direction for about 850 feet ending with a connection at the Lake Hazeltine Substation.

The proposed transmission line will consist of conductors attached to custom weathered steel monopole structures with davit arms on a drilled pier concrete foundation; a typical photograph is shown in **Exhibit 4-0**. Each of the structures will range in height from 80-110 feet and have span lengths of approximately 350 feet. Specialty structures will be used at road and railroad crossings and where the transmission route makes a significant direction change. Structures will be erected on a reinforced concrete pier foundation approximately 6 to 8-feet in diameter. Table 1 provides a summary of the proposed transmission structure details. Elevations of proposed structures are shown in Exhibits 4-1 through 4-3.

**Table 1: Proposed Structure Specifications**

| Line Type | Structure Type | Structure Material | Right-of-Way Width (ft.) | Structure Height (ft.) | Foundation | Foundation Diameter | Span Between Structures (ft.) |
|---|---|---|---|---|---|---|---|
| 115kV double circuit | Single pole; Specialty pole | Weathered steel | 25 to 75 | 80-110 | Reinforced concrete direct embedded for tangent structures. Self-supporting for dead end and angled specialty structures. | Directed embedded or 6 to 8 feet for specialty structures. | Approximately 350 |

New right-of-way (ROW) acquisition is needed for areas currently outside of the public road ROW and railroad ROW. Anticipated easement width to be acquired is a nominal 25 to 75 feet. Existing ROW will be used where available and the transmission line will be centered over the ROW. The first two structures will be located in Chanhassen, with the first structure being constructed on a parcel of land owned by the City of Chanhassen. The remaining 16 structures will be constructed in Chaska (**Exhibits 2-0 through 2-8**).

An Xcel Energy land agent has been in contact with all landowners in the project corridor. The land agent will continue working with landowners to acquire new ROW and/or modify existing ROW easements as necessary. The land agent will work with landowners to address any construction needs, impacts, damages or restoration issues.

Vegetation management will include general vegetation clearing where structures are proposed and tree removal within the project ROW. Post construction vegetation management will include replanting graded areas and continued vegetation maintenance as necessary to comply with erosion control and operation and safety standards.

The project requires unavoidable crossings of wetlands. Temporary and permanent impacts to wetlands will result. Unavoidable temporary wetland impacts will occur in order to access and build proposed structures and for stringing conductors. Mats will be used as an access road across wetlands to structures located in wetlands. Access roads will be up to approximately 28 feet wide, within a temporary easement that is 70 feet wide. Staging areas on mats around structures in wetlands will be up to 100 feet around each structure. In some cases staging this may be reduced to 100 feet by 50 feet around of each structure. Work in wetlands may start in February 2018 and continue through the summer of 2018 as access allows.

Temporary wetland impacts will be minimized by requiring all work to be performed on mats in a 100-foot by 100-foot area. Additionally, work will occur in the winter and only essential equipment will be allowed in wetlands. Unavoidable permanent wetland impact will result from constructing foundations for eight structures in wetlands: Structures 3, 9, 10, 11, 12, 14, 15, and 16 (**Exhibit 3-0 through 3-8**). Permanent wetland impact for each of these eight structure foundations will be an area of eight feet in diameter or less. The permanent wetland impact for each of the eight structures will be 51 square feet or less. Permanent wetland impacts will occur from excavating soil at each structure foundation location. The excavated soil will be loaded into a truck and disposed in an upland area off-site. A structure foundation form will be used along with rebar and concrete to create the reinforced structure foundation. After the foundation concrete is cured, the structures will be erected upon the foundations and the conductors will be connected. The mats used to access the structures in wetlands will be typically removed from the wetlands 60 days following construction activities.

**CUP FILING REQUIRMENTS**

**1. How would this request meet the following standards:**

**a. The use is consistent with the intent of the ordinance;**

**b. The use is consistent with the goals, policies, and objectives of the comprehensive plan;**

Section 1.2 of the City's Zoning Ordinance explains "[t]he basic purpose of this Ordinance is to ensure public health, safety, and general welfare in accordance with the official 'Comprehensive Plan' of the City of Chaska, and with adopted development goals, policies and proposals contained therein."

In Order to achieve the objectives of the Comprehensive Plan certain uses, including "essential services," are permitted subject to a Conditional Use Permit. The project constitutes a "privately owned and operated essential service" as defined by Sections 2.3 and 15 of the ordinance. Section 2.3 of the City Zoning Ordinance also provides that above ground structures for private essential services shall be classified as a conditional use in all zoning districts.

The proposed transmission line is an essential service that will provide electrical transmission support for planned and future development within the designated service area as defined in the City's 2030 Comprehensive Plan. Thus, the proposed project is consistent with the City's Comprehensive Land Use Plan and the intent of the City zoning ordinance.

Section 2.3 of the Zoning Ordinance further provides that the placement, height, design, and type of construction and building material of such structures shall minimize any potential negative effect upon proximate properties. The proposed 115kV transmission line will utilize existing ROW where available to minimize the multiplying of transmission lines into otherwise undisturbed areas (**Exhibits 2-0 through 2-8**).

The route of the proposed transmission line will allow for sharing a portion of the existing distribution line ROW where feasible, thereby minimizing visual impacts associated with vegetation maintenance requirements. The nearest residential structure is located 650 feet north from the proposed transmission line route and therefore, potential negative impacts to adjacent property owners will be minimal.

The project crosses a portion of Lake Hazeltine near the railroad about 900 feet southeast of the Lake Hazeltine Substation. Xcel Energy will design and construct the project to minimize potential impacts to Lake Hazeltine. Permanent impacts to the open water portion of the lake will be minimized by spanning where feasible and by locating structures in emergent wetland areas adjacent to the open water portion of

the lake. Temporary impacts will be minimized by constructing the project in the winter as possible; work will continue into the spring and early summer and by working from mats and incorporating erosion control measures identified in the MPCA Storm Water Best Management Practices Manual. Disturbed surface soils will be stabilized upon completion of the construction process to minimize adverse effects to surface water quality.

**c. The use does not have an undue, adverse impact on governmental facilities, utilities, services, or existing or proposed improvements; and**

The proposed transmission line would not result in any adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements. The proposed transmission line project will provide the forecasted electric transmission capacity necessary to meet the electric load in the Lake Hazeltine Substation service area.

**d. The use does not have an undue, adverse impact on the health, safety, or welfare of the community.**

Proper safeguards will be used for construction and operation of the proposed transmission line. The transmission line is being designed in compliance with local, state, National Electric Safety Codes, and Xcel Energy standards for ground and building clearance, strength of materials, and ROW widths. Established Xcel Energy and industry safety procedures and standard construction practices will also be followed during project construction.

The proposed transmission line will be equipped with protective devices (i.e., circuit breakers and relays located in the substation where the transmission line terminates) to safeguard the public in the event of an accident, such as a structure or conductor falling to the ground. The protective equipment will de-energize the transmission line should such an event occur. In addition, the substation facilities where the transmission line will connect will be fenced and access will be limited to authorized personnel. Proper signage will be posted to warn the public about the risk of coming into contact with the energized equipment.

**2. Why would the proposed use not injure or detract from the use of the neighboring property or from the character of the neighborhood?**

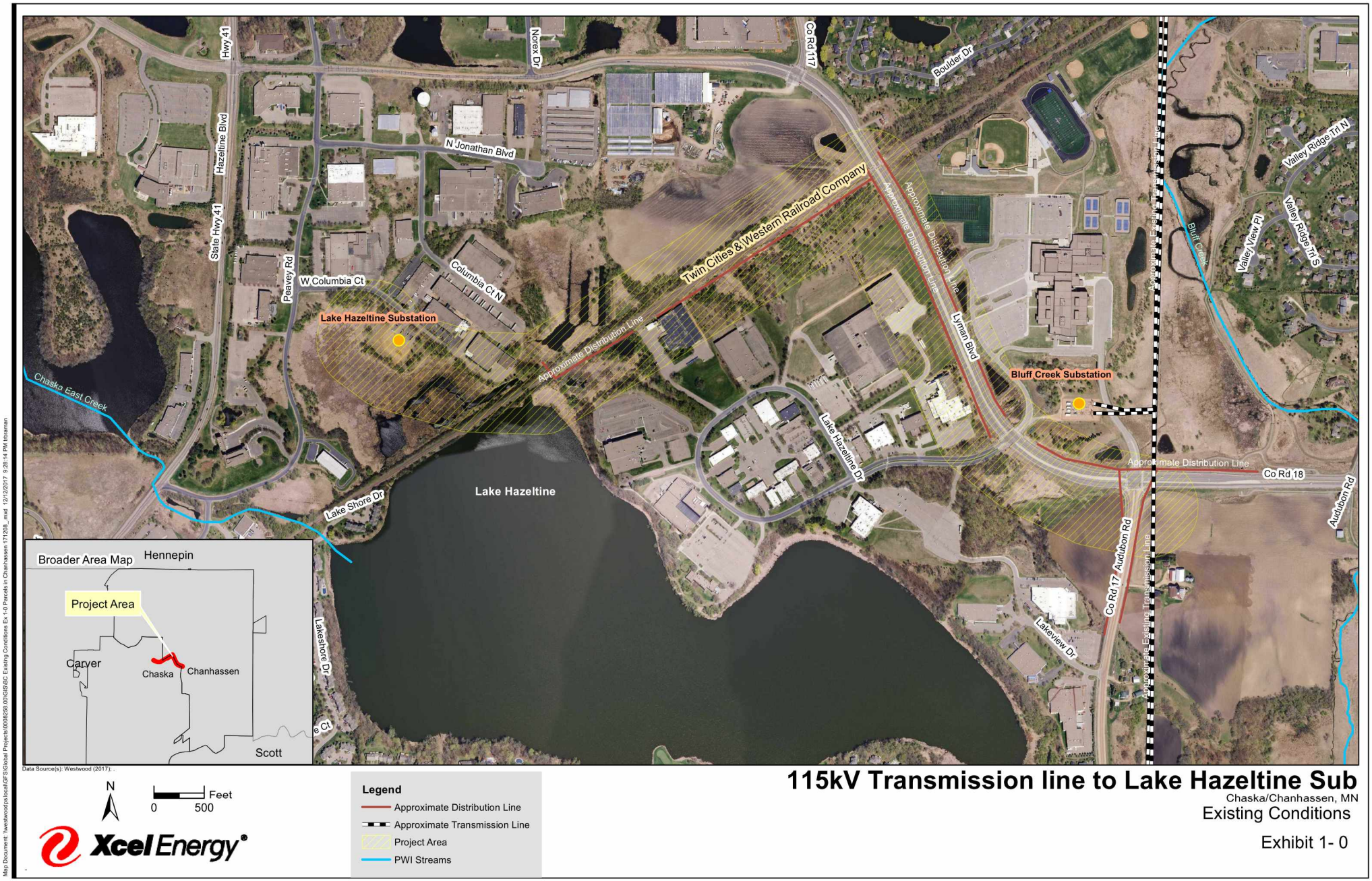
The proposed transmission line would be located primarily in an industrial developed area and adjacent to agricultural lands. The nearest residential structures are located over 400 feet from the proposed transmission line. The proposed use will not injure or detract from the use of the neighboring property or from the character of the neighborhood because the proposed transmission line is planned to be located in a disturbed corridor adjacent in an existing electric line corridor, thus minimizing proliferation. It will utilize portions of existing essential service corridors and easements. This will reduce impacts to the character of the area as compared to adding a new corridor. Over a portion of the route, the project will consolidate essential service use by co-locating an existing electrical line onto the new structures.

To the extent new right-of-way acquisition is necessary, easement rights will be purchased across the properties which will accommodate the new transmission line. This acquisition will include compensating the property owner(s) for property over which the easement is acquired.

**3. How would this use meet the specific standards for this use?**

Section 9.5.2.2 of the City's zoning ordinance allows for the above-ground placement and construction of high voltage transmission lines. The proposed project constitutes an above-ground, high voltage transmission line, which will provide essential electrical transmission service to planned and future development within the City of Chaska. Attached exhibits show existing site conditions, proposed site plan, a typical structure photograph and structure elevations.

# Exhibits

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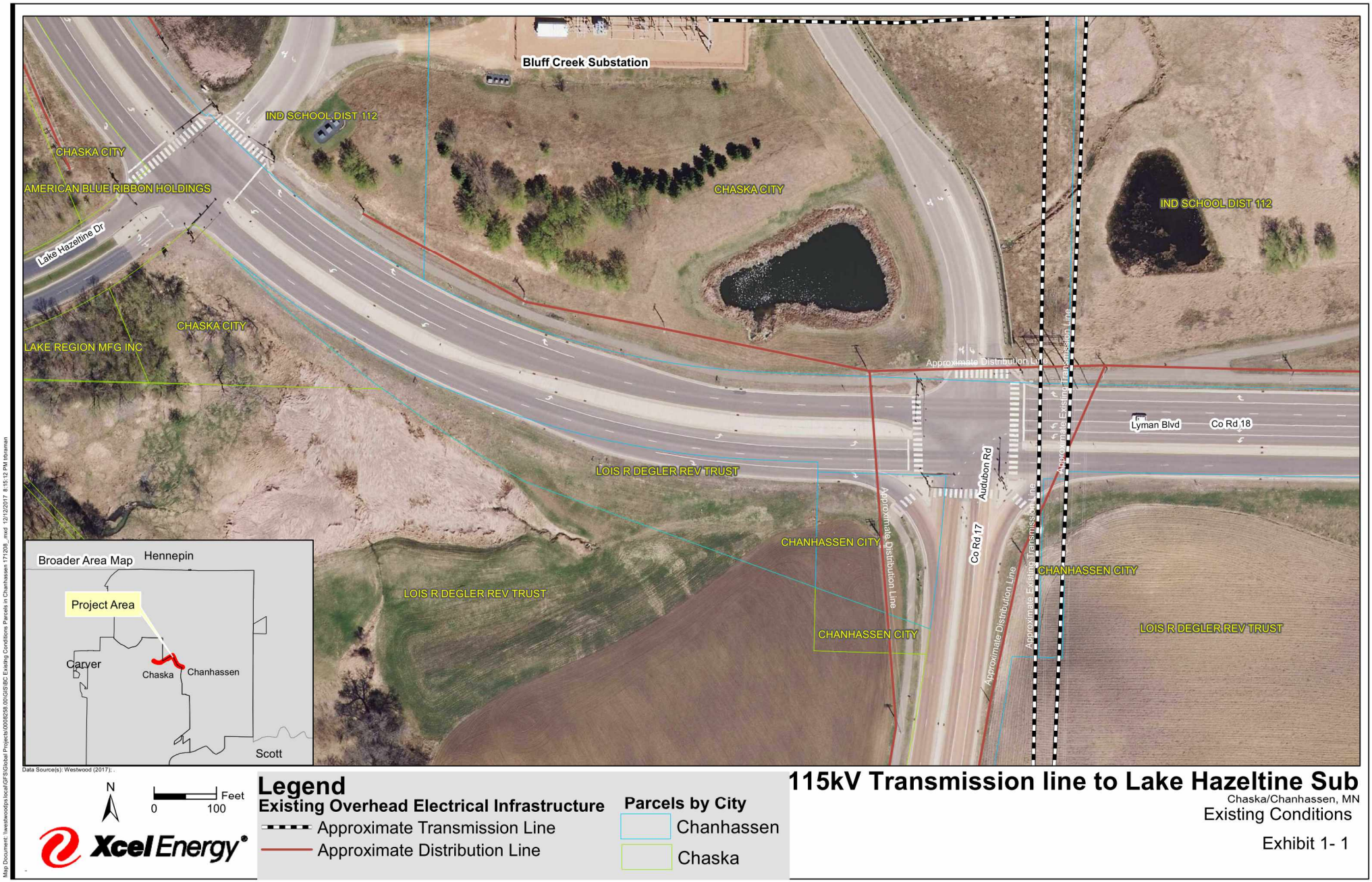
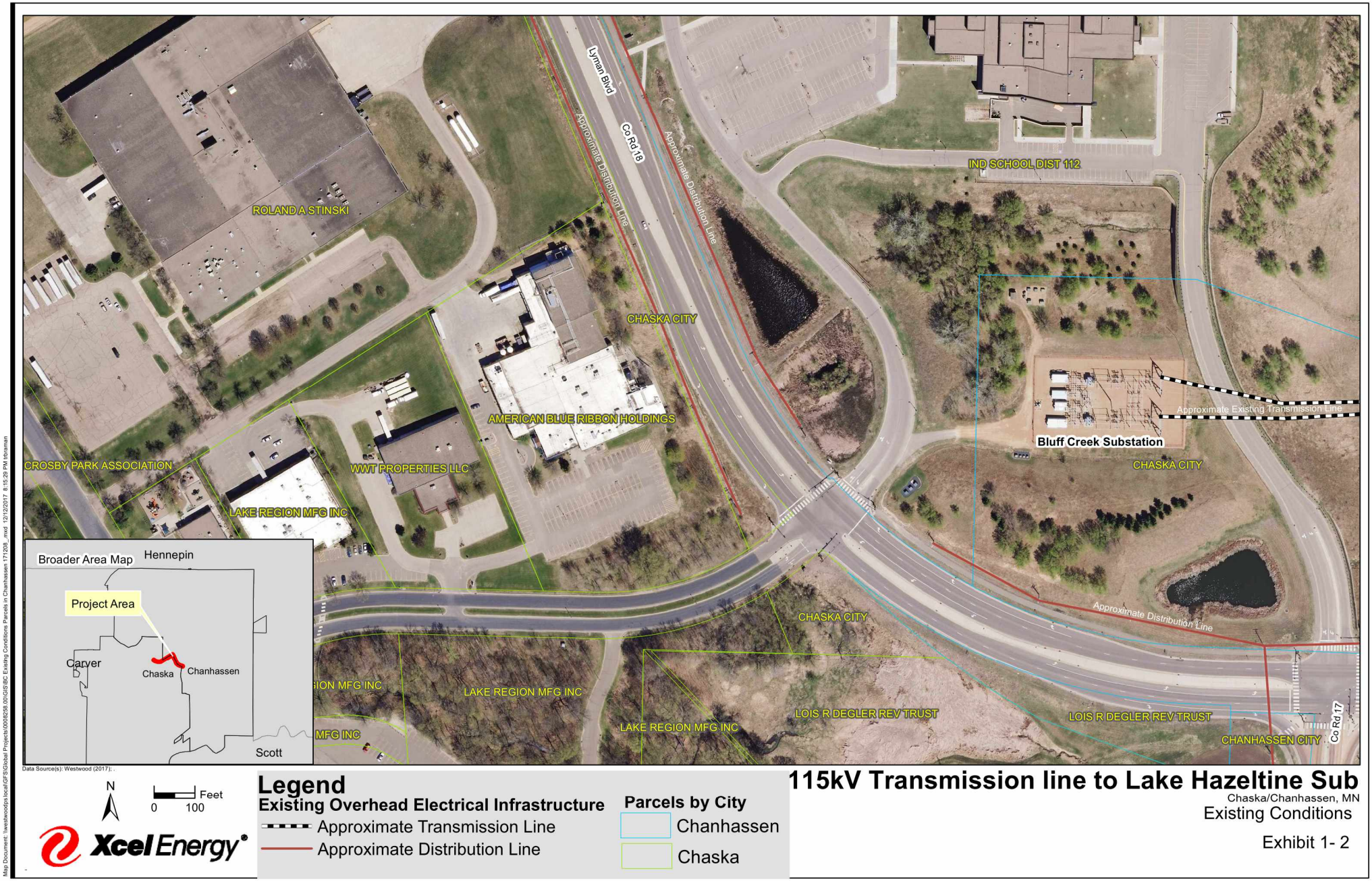
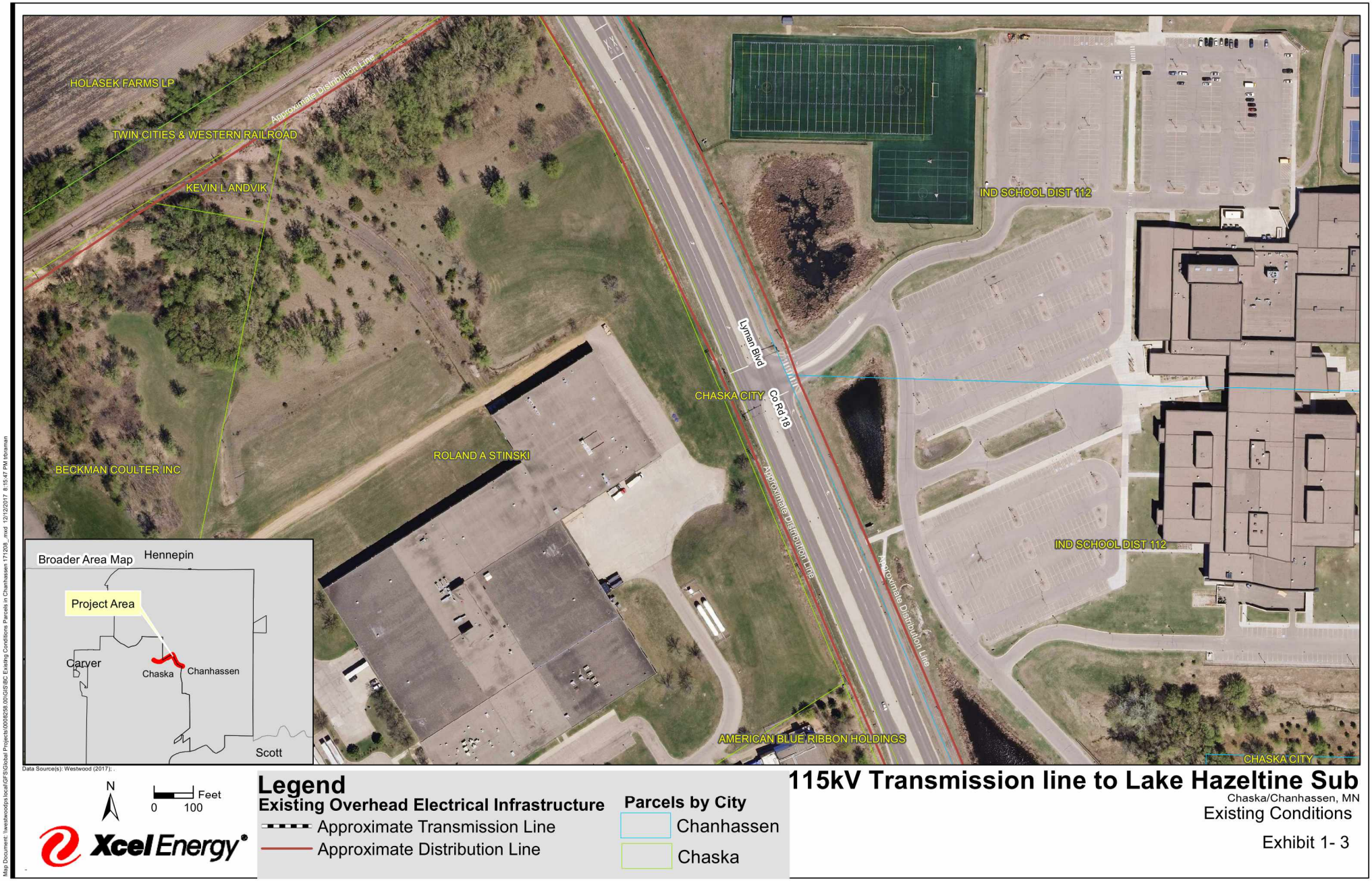
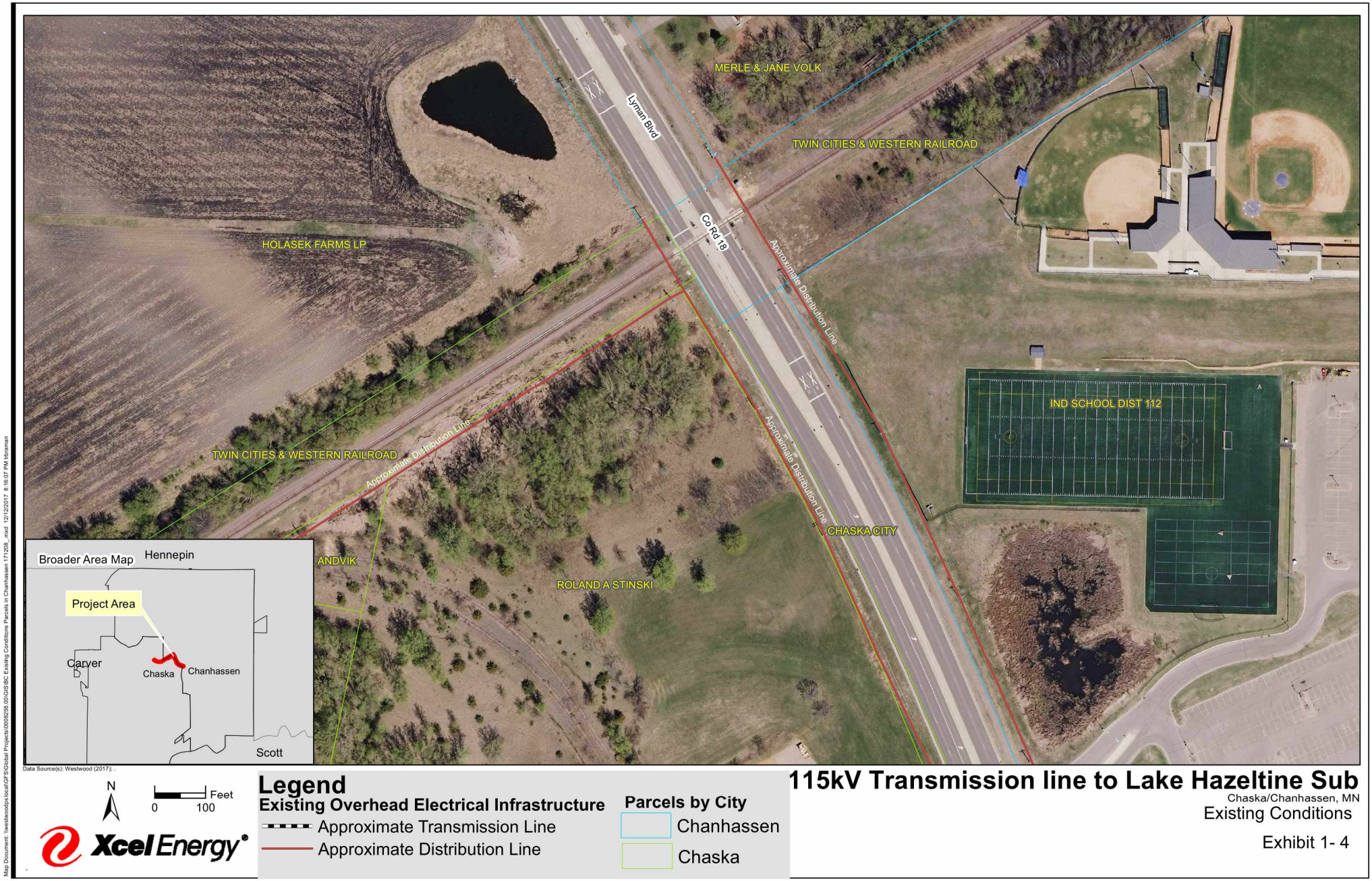

Bluff Creek Substation
IND SCHOOL DIST 112
CHASKA CITY
AMERICAN BLUE RIBBON HOLDINGS
Lake Hazeltine Dr
CHASKA CITY
LAKE REGION MFG INC
CHASKA CITY
IND SCHOOL DIST 112
Approximate Distribution Line
Approximate Existing Transmission Line
Lyman Blvd
Co Rd 18
LOIS R DEGLER REV TRUST
Audubon Rd
Approximate Distribution Line
Co Rd 17
CHANHASSEN CITY
Approximate Existing Transmission Line
CHANHASSEN CITY
LOIS R DEGLER REV TRUST
Approximate Distribution Line
CHANHASSEN CITY
LOIS R DEGLER REV TRUST
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
0
100
Feet
Legend
Existing Overhead Electrical Infrastructure
Approximate Transmission Line
Approximate Distribution Line
Parcels by City
Chanhassen
Chaska
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Existing Conditions
Exhibit 1- 1
Xcel Energy®
Map Document: \\westwoods\local\GIS\Global Projects\0008258.00\GIS\BC Existing Conditions Parcels in Chanhassen 171208_ mxd 12/12/2017 8:15:12 PM mramen


ROLAND A STINSKI
Lyman Blvd
Co Rd 18
Approximate Distribution Line
Approximate Distribution Line
IND SCHOOL DIST 112
CHASKA CITY
AMERICAN BLUE RIBBON HOLDINGS
Approximate Existing Transmission Line
Bluff Creek Substation
CHASKA CITY
CROSBY PARK ASSOCIATION
WWT PROPERTIES LLC
LAKE REGION MFG INC
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
CHASKA CITY
Approximate Distribution Line
LAKE REGION MFG INC
LAKE REGION MFG INC
LOIS R DEGLER REV TRUST
LOIS R DEGLER REV TRUST
CHANHASSEN CITY
Co Rd 17
Data Source(s): Westwood (2017); .
N
Feet
0
100
Legend
Existing Overhead Electrical Infrastructure
Approximate Transmission Line
Approximate Distribution Line
Parcels by City
Chanhassen
Chaska
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Existing Conditions
Exhibit 1- 2
Map Document: \\westwoods\local\GIS\Global Projects\0008258.00\GIS\BC Existing Conditions Parcels in Chanhassen 171208_.mxd 12/12/2017 8:15:29 PM mramsan


HOLASEK FARMS LP
Approximate Distribution Line
TWIN CITIES & WESTERN RAILROAD
KEVIN L ANDVIK
BECKMAN COULTER INC
ROLAND A STINSKI
Lyman Blvd
CHASKA CITY
Co Rd 19
Approximate Distribution Line
Approximate Distribution Line
IND SCHOOL DIST 112
IND SCHOOL DIST 112
AMERICAN BLUE RIBBON HOLDINGS
CHASKA CITY
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
Feet
0
100
Legend
Existing Overhead Electrical Infrastructure
Approximate Transmission Line
Approximate Distribution Line
Parcels by City
Chanhassen
Chaska
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Existing Conditions
Exhibit 1- 3

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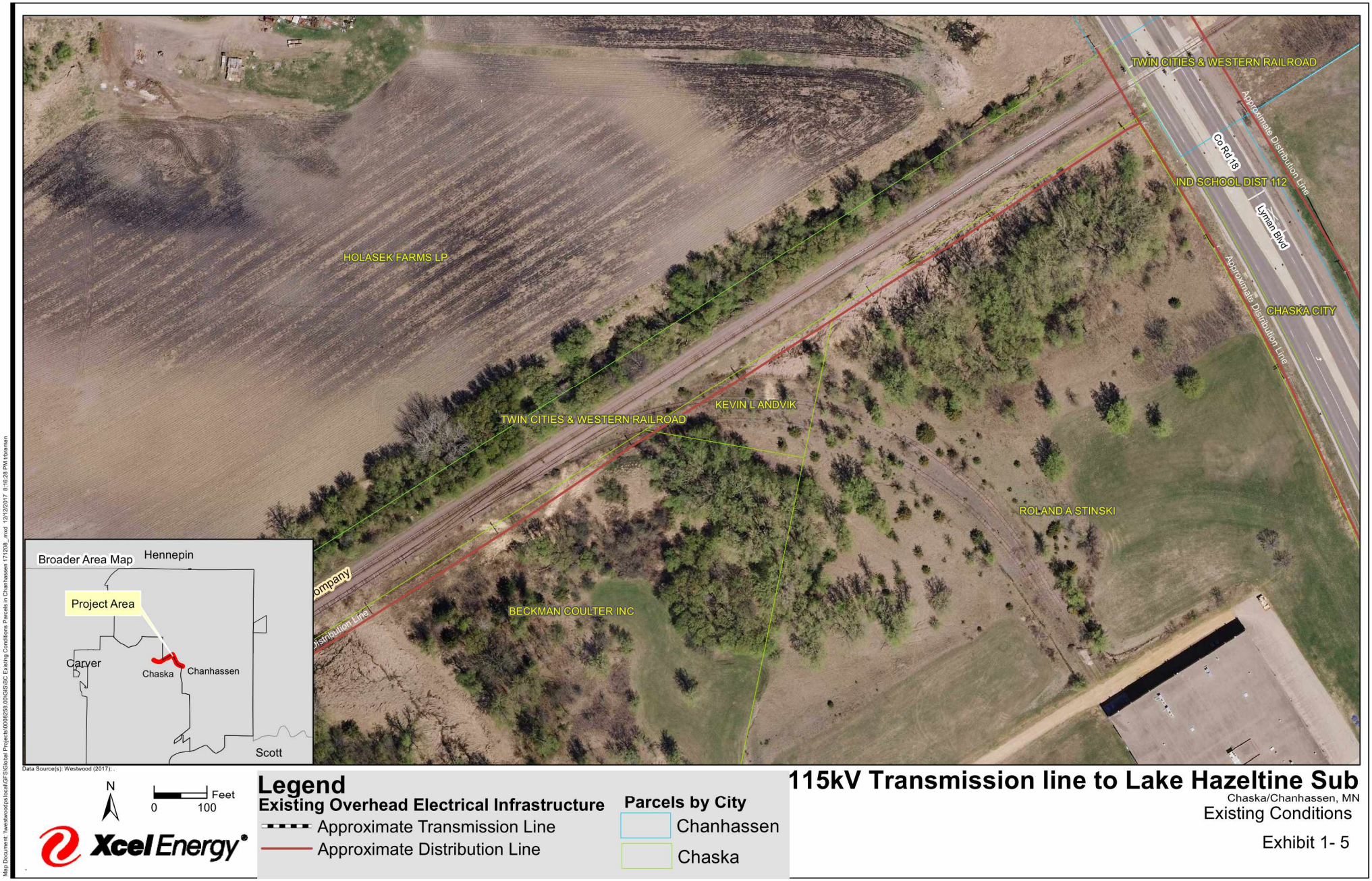
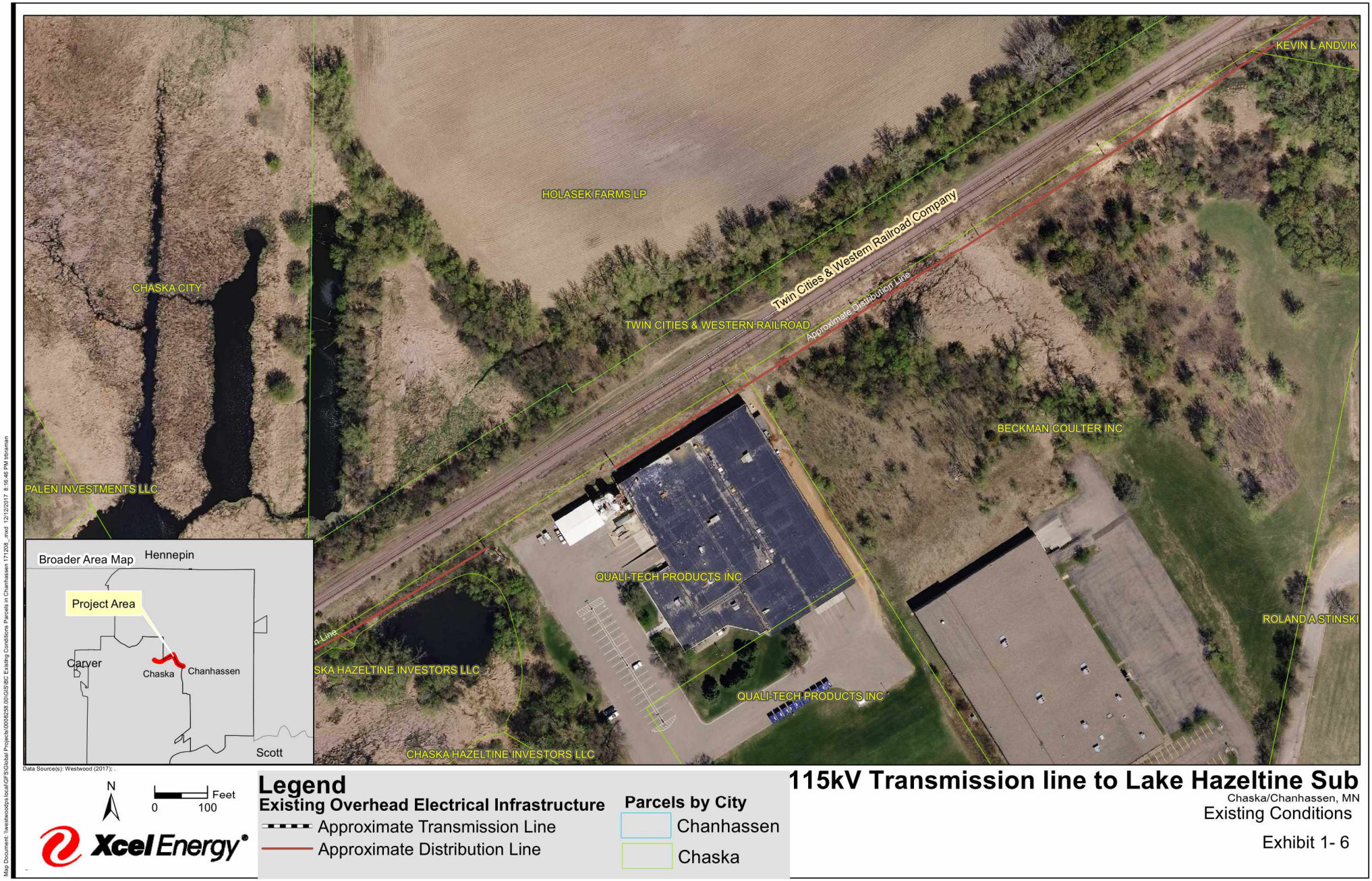
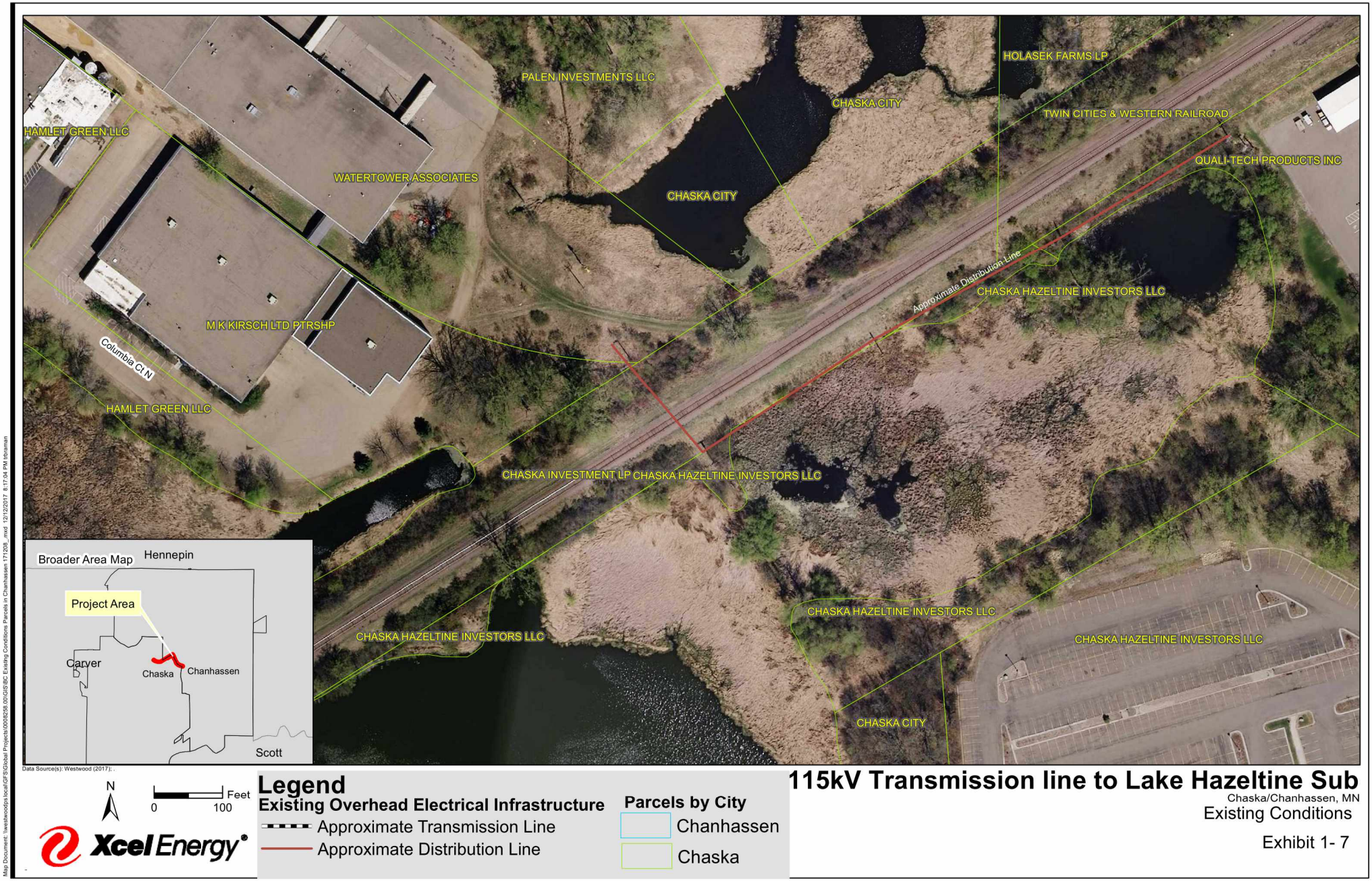
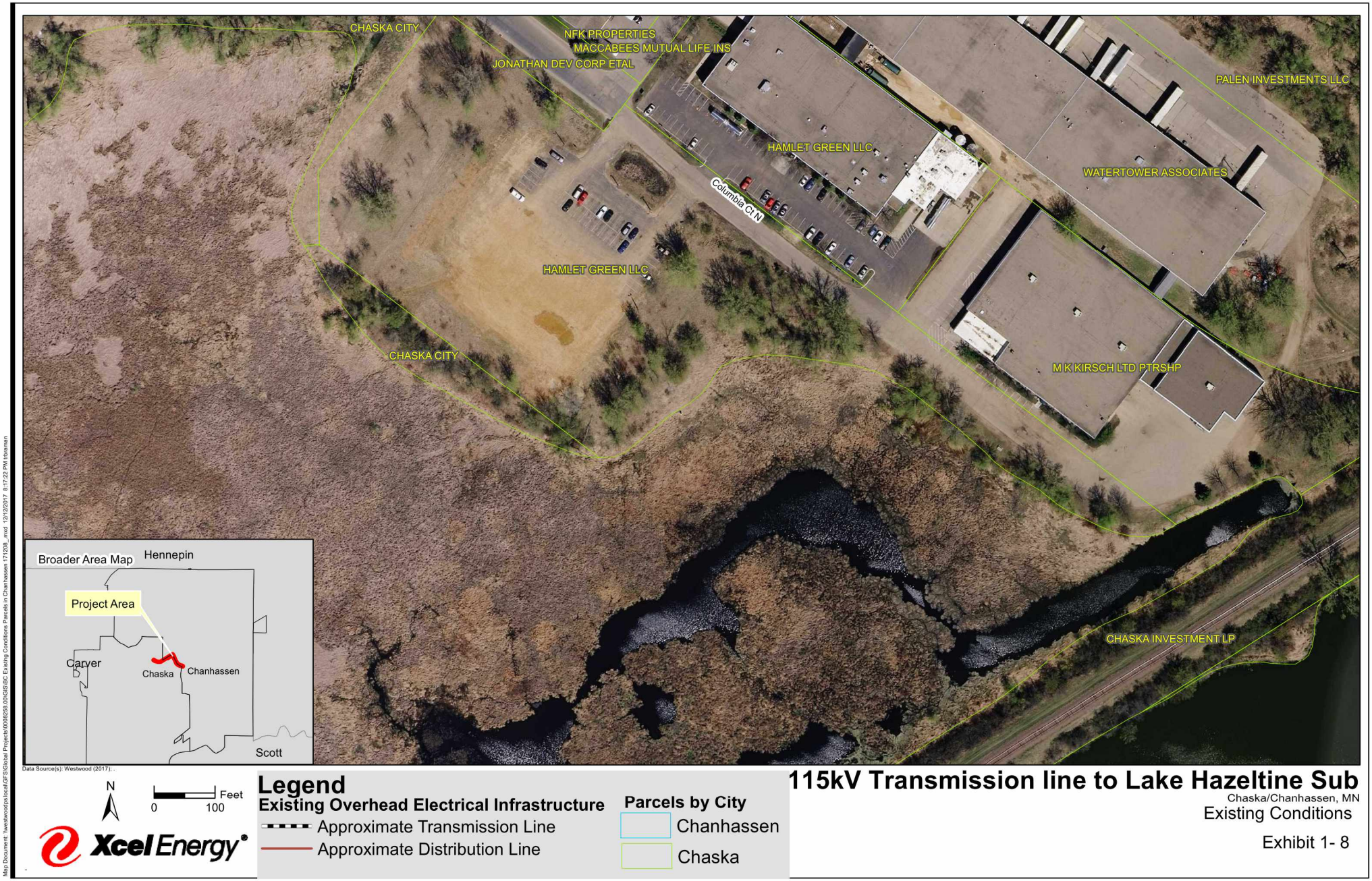
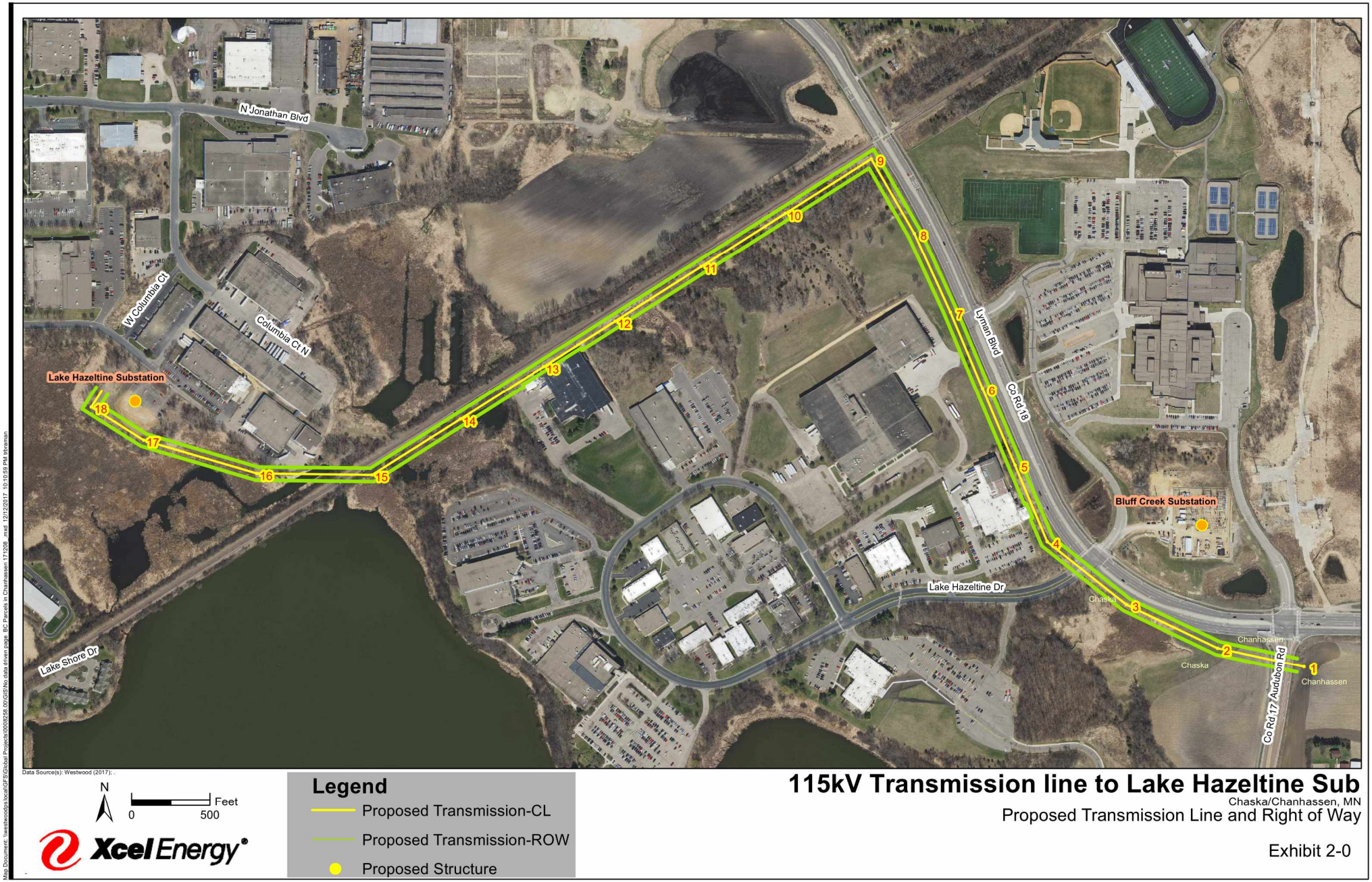
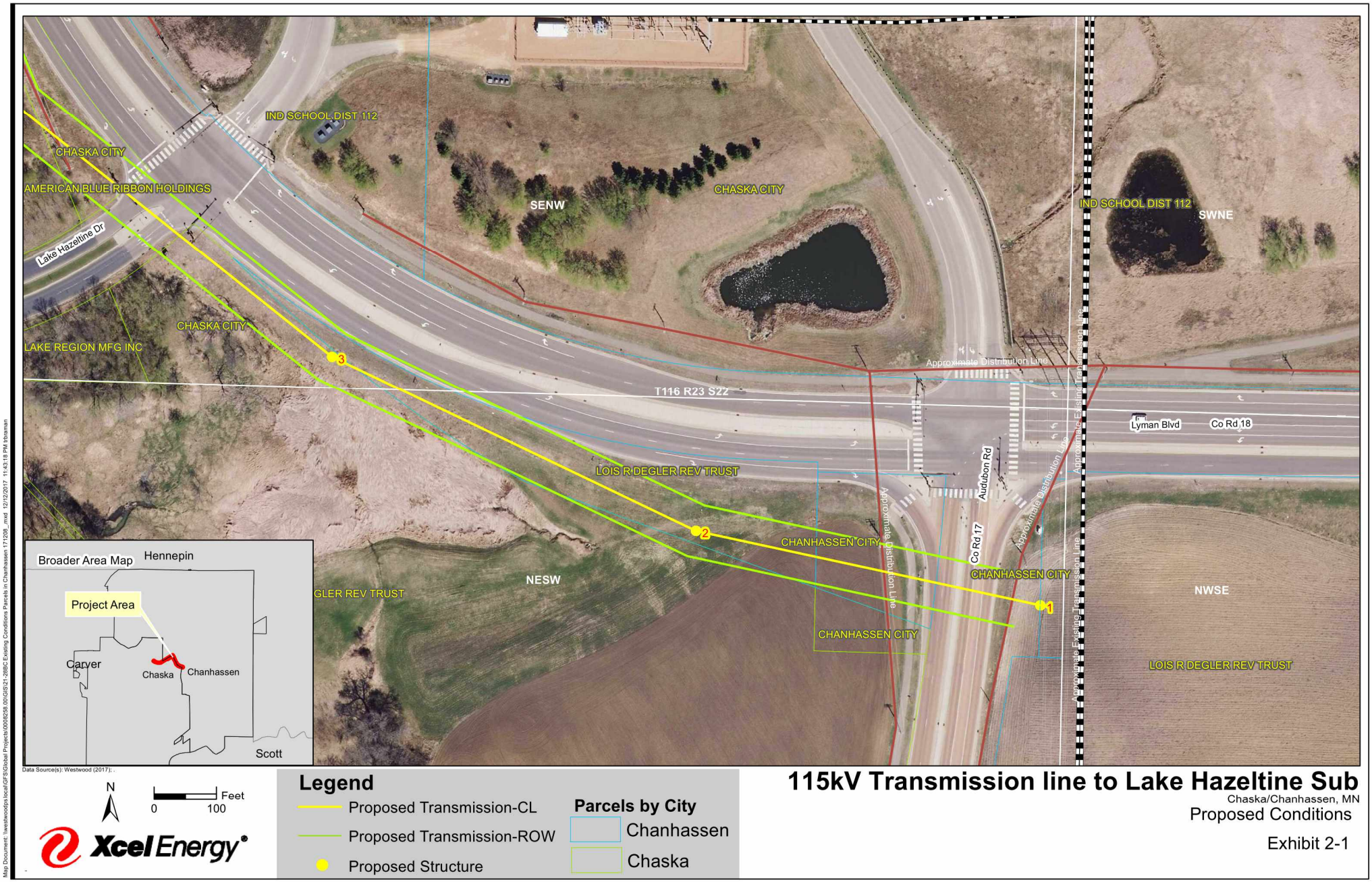

TWIN CITIES & WESTERN RAILROAD
Approximate Distribution Line
Co Rd 18
IND SCHOOL DIST 112
Lyman Blvd
HOLASEK FARMS LP
CHASKA CITY
KEVIN L ANDVIK
TWIN CITIES & WESTERN RAILROAD
ROLAND A STINSKI
BECKMAN COULTER INC
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
Feet
0
100
Legend
Existing Overhead Electrical Infrastructure
Approximate Transmission Line
Approximate Distribution Line
Parcels by City
Chanhassen
Chaska
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Existing Conditions
Exhibit 1- 5

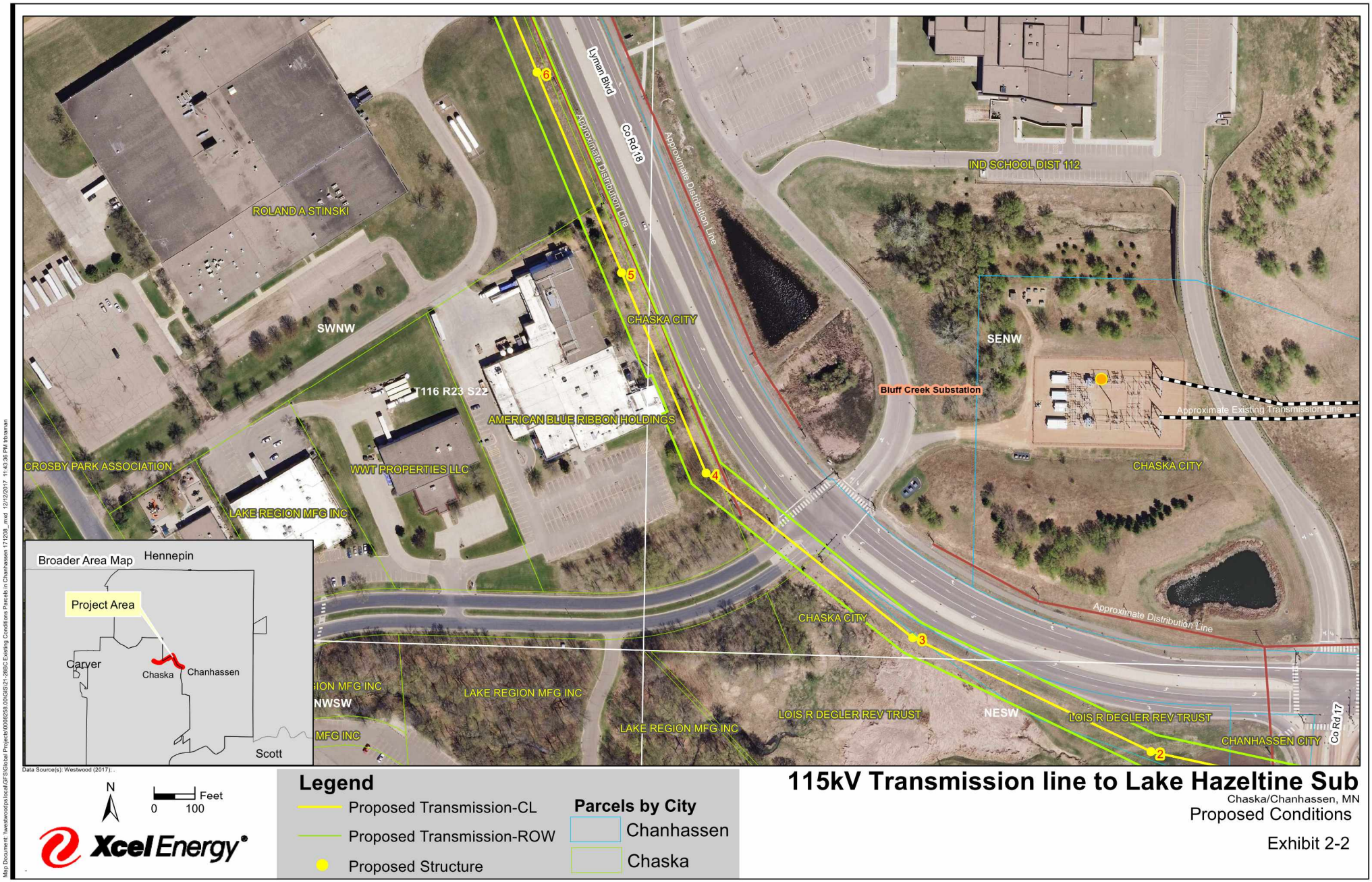

KEVIN L ANDVIK
HOLASEK FARMS LP
CHASKA CITY
Twin Cities & Western Railroad Company
Approximate Distribution Line
TWIN CITIES & WESTERN RAILROAD
BECKMAN COULTER INC
PALEN INVESTMENTS LLC
QUALI-TECH PRODUCTS INC
ROLAND A STINSKI
SKA HAZELTINE INVESTORS LLC
QUALI-TECH PRODUCTS INC
CHASKA HAZELTINE INVESTORS LLC
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
Feet
0
100
Legend
Existing Overhead Electrical Infrastructure
Approximate Transmission Line
Approximate Distribution Line
Parcels by City
Chanhassen
Chaska
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Existing Conditions
Exhibit 1- 6

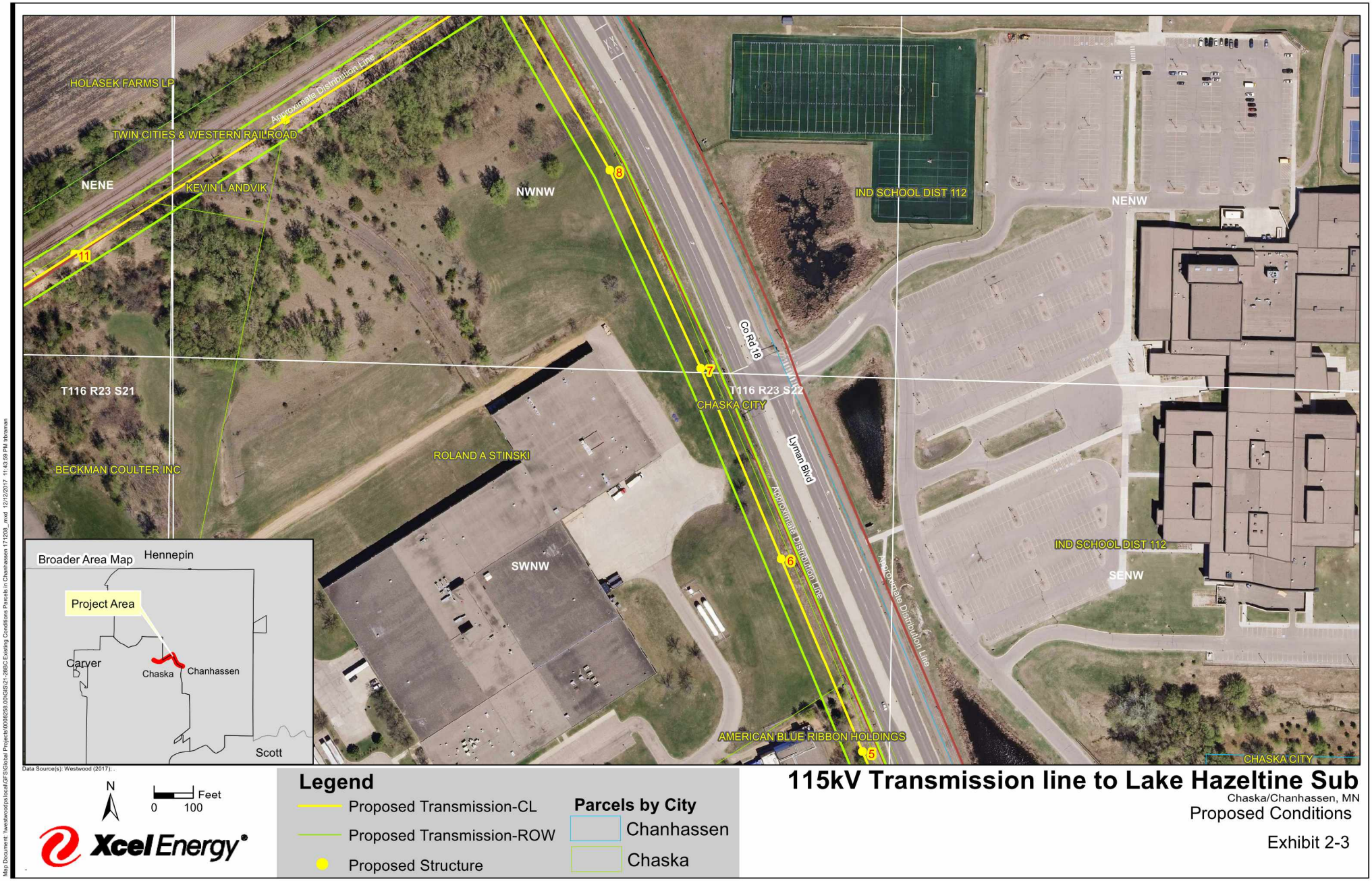

HOLASEK FARMS LP
PALEN INVESTMENTS LLC
CHASKA CITY
TWIN CITIES & WESTERN RAILROAD
HAMLET GREEN LLC
WATERTOWER ASSOCIATES
CHASKA CITY
QUALI-TECH PRODUCTS INC
Approximate Distribution Line
CHASKA HAZELTINE INVESTORS LLC
M K KIRSCH LTD PTRSHP
Columbia Ct N
HAMLET GREEN LLC
CHASKA INVESTMENT LP
CHASKA HAZELTINE INVESTORS LLC
CHASKA HAZELTINE INVESTORS LLC
CHASKA HAZELTINE INVESTORS LLC
CHASKA CITY
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
0
100
Feet
Legend
Existing Overhead Electrical Infrastructure
Approximate Transmission Line
Approximate Distribution Line
Parcels by City
Chanhassen
Chaska
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Existing Conditions
Exhibit 1- 7

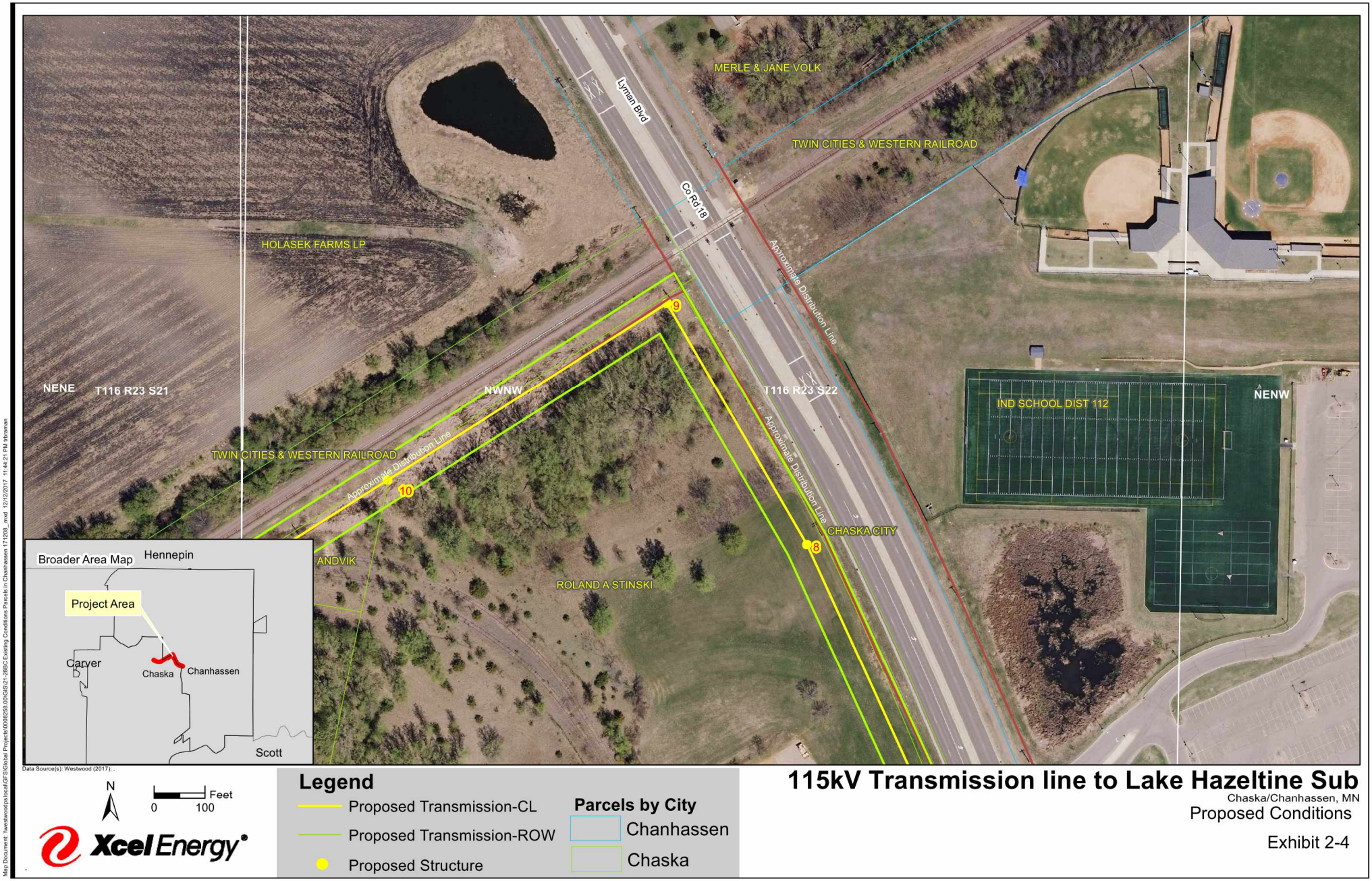

CHASKA CITY
NFK PROPERTIES
MACCABEES MUTUAL LIFE INS
JONATHAN DEV CORP ETAL
PALEN INVESTMENTS LLC
HAMLET GREEN LLC
WATERTOWER ASSOCIATES
Columbia Ct N
HAMLET GREEN LLC
CHASKA CITY
M K KIRSCH LTD PTRSHP
CHASKA INVESTMENT LP
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
0
100
Feet
Legend
Existing Overhead Electrical Infrastructure
Approximate Transmission Line
Approximate Distribution Line
Parcels by City
Chanhassen
Chaska
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Existing Conditions
Exhibit 1- 8
Xcel Energy®
Map Document: \\westwoods\local\GIS\Global Projects\0008258.00\GIS\BC Existing Conditions Parcels in Chanhassen 171208_.mxd 12/12/2017 8:17:22 PM ttnaman

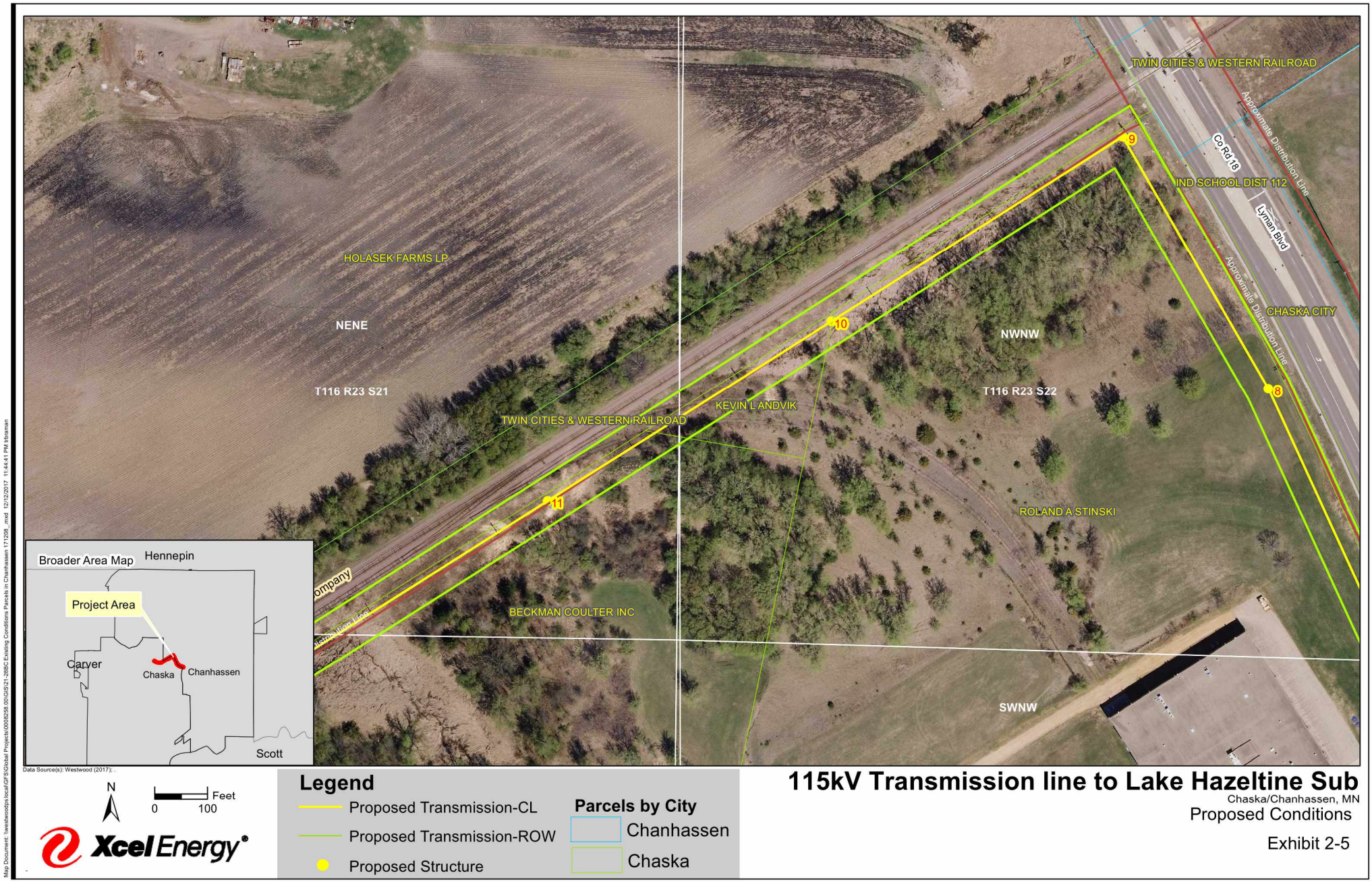

N Jonathan Blvd
W Columbia Ct
Columbia Ct N
Lake Hazeltine Substation
Lyman Blvd
Co Rd 18
Bluff Creek Substation
Lake Hazeltine Dr
Chaska
Chanhassen
Lake Shore Dr
Co Rd 17 Audubon Rd
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
Data Source(s): Westwood (2017); .
N
0
500
Feet
Legend
Proposed Transmission-CL
Proposed Transmission-ROW
Proposed Structure
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Proposed Transmission Line and Right of Way
Exhibit 2-0

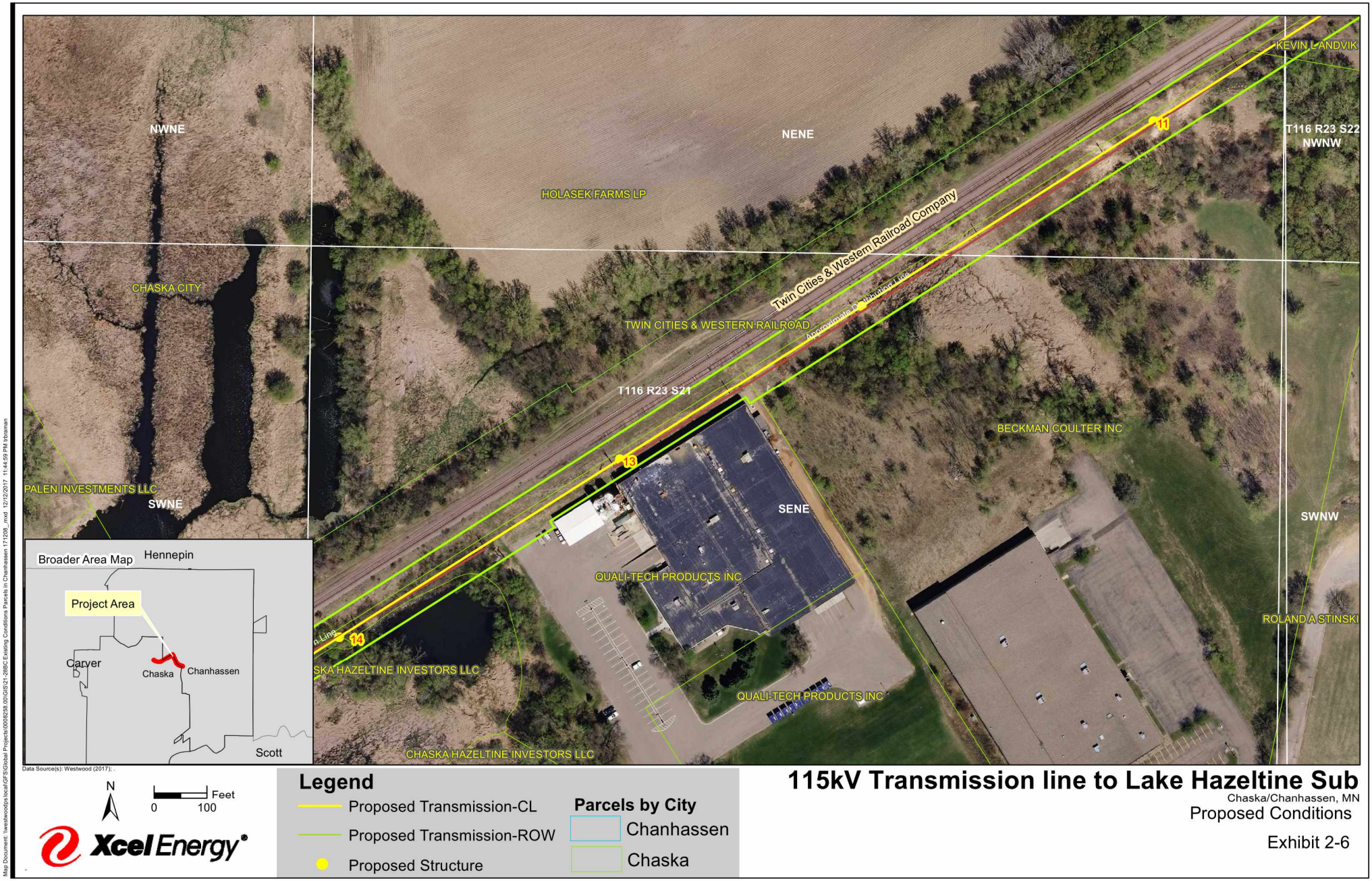

IND SCHOOL DIST 112
CHASKA CITY
AMERICAN BLUE RIBBON HOLDINGS
Lake Hazeltine Dr
SENW
CHASKA CITY
IND SCHOOL DIST 112
SWNE
CHASKA CITY
LAKE REGION MFG INC
3
Approximate Distribution Line
T116 R23 S22
Approximate Existing Transmission Line
Lyman Blvd
Co Rd 18
LOIS R DEGLER REV TRUST
Audubon Rd
Approximate Distribution Line
2
CHANHASSEN CITY
Co Rd 17
Approximate Distribution Line
CHANHASSEN CITY
NESW
GLER REV TRUST
NWSE
1
CHANHASSEN CITY
LOIS R DEGLER REV TRUST
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
0
100
Feet
Xcel Energy®
Legend
Proposed Transmission-CL
Proposed Transmission-ROW
Proposed Structure
Parcels by City
Chanhassen
Chaska
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Proposed Conditions
Exhibit 2-1

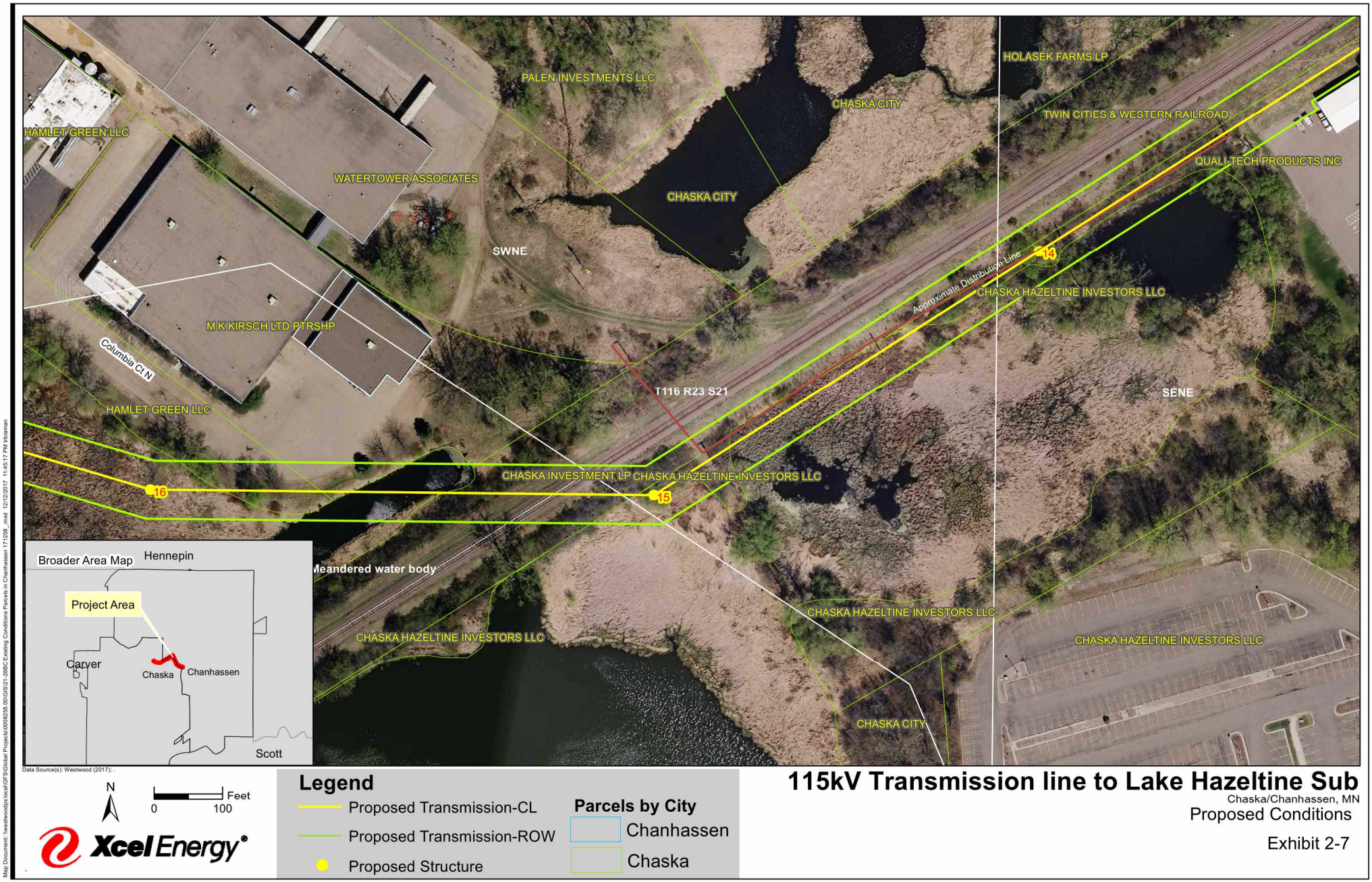

ROLAND A STINSKI
SWNW
T116 R23 S22
AMERICAN BLUE RIBBON HOLDINGS
CROSBY PARK ASSOCIATION
WWT PROPERTIES LLC
LAKE REGION MFG INC
CHASKA CITY
Lyman Blvd
Co Rd 18
Approximate Distribution Line
IND SCHOOL DIST 112
SENW
Bluff Creek Substation
Approximate Existing Transmission Line
CHASKA CITY
CHASKA CITY
Approximate Distribution Line
LAKE REGION MFG INC
LOIS R DEGLER REV TRUST
NESW
LOIS R DEGLER REV TRUST
LAKE REGION MFG INC
CHANHASSEN CITY
Co Rd 17
6
5
4
3
2
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
Feet
0
100
Legend
Proposed Transmission-CL
Proposed Transmission-ROW
Proposed Structure
Parcels by City
Chanhassen
Chaska
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Proposed Conditions
Exhibit 2-2
Map Document: \\westwoods\local\GIS\Global Projects\0008258.00\GIS\21-26BC Existing Conditions Parcels in Chanhassen 171206_.mxd 12/12/2017 11:43:36 PM tbraman

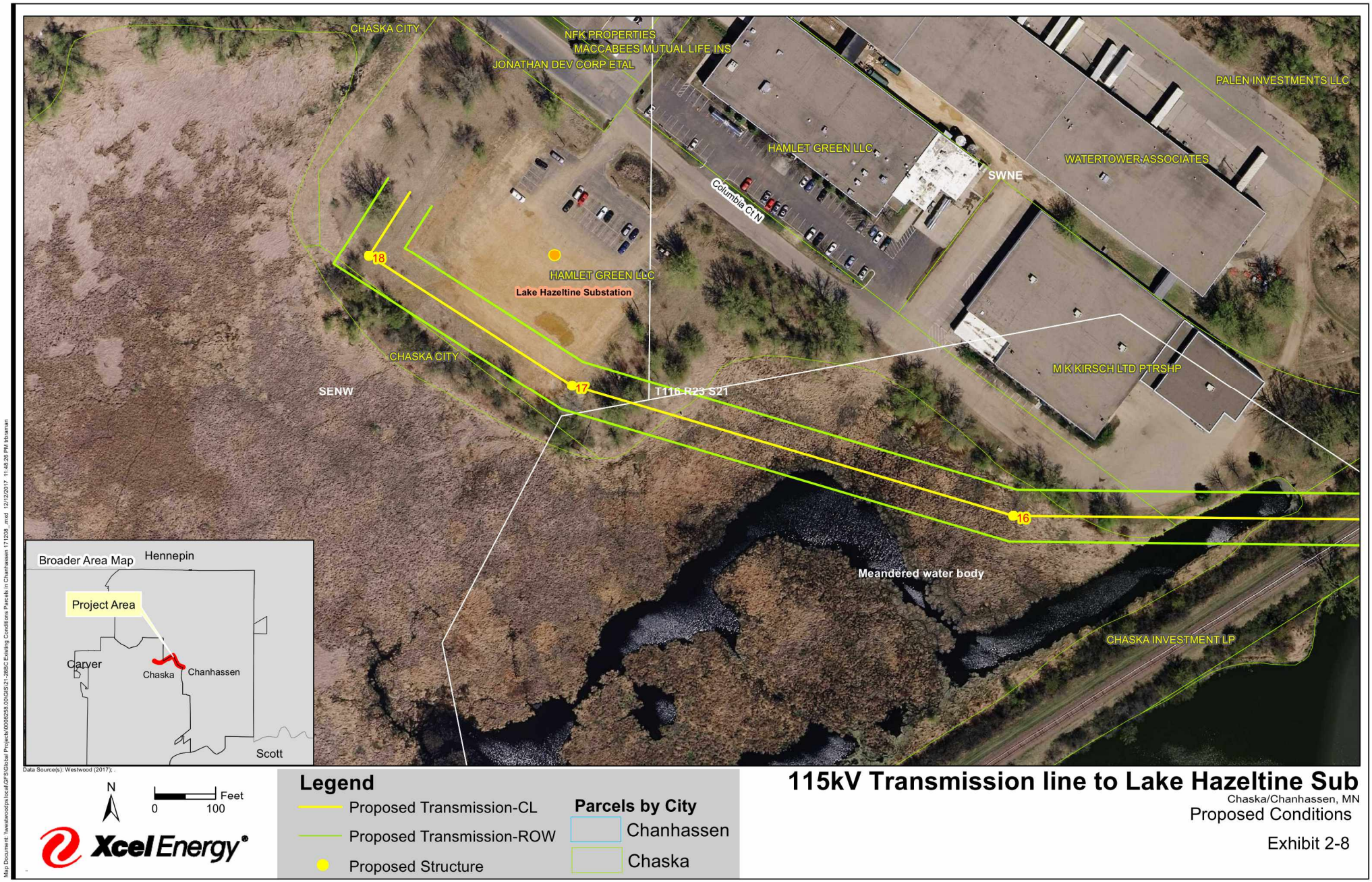

HOLASEK FARMS LP
Approximate Distribution Line
TWIN CITIES & WESTERN RAILROAD
NENE
KEVIN L ANDVIK
NWNW
IND SCHOOL DIST 112
NENW
11
8
Co Rd 18
7
T116 R23 S21
T116 R23 S22
CHASKA CITY
ROLAND A STINSKI
BECKMAN COULTER INC
Lyman Blvd
Approximate Distribution Line
SWNW
IND SCHOOL DIST 112
SENW
6
Approximate Distribution Line
AMERICAN BLUE RIBBON HOLDINGS
5
CHASKA CITY
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
Feet
0
100
Legend
Proposed Transmission-CL
Proposed Transmission-ROW
Proposed Structure
Parcels by City
Chanhassen
Chaska
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Proposed Conditions
Exhibit 2-3

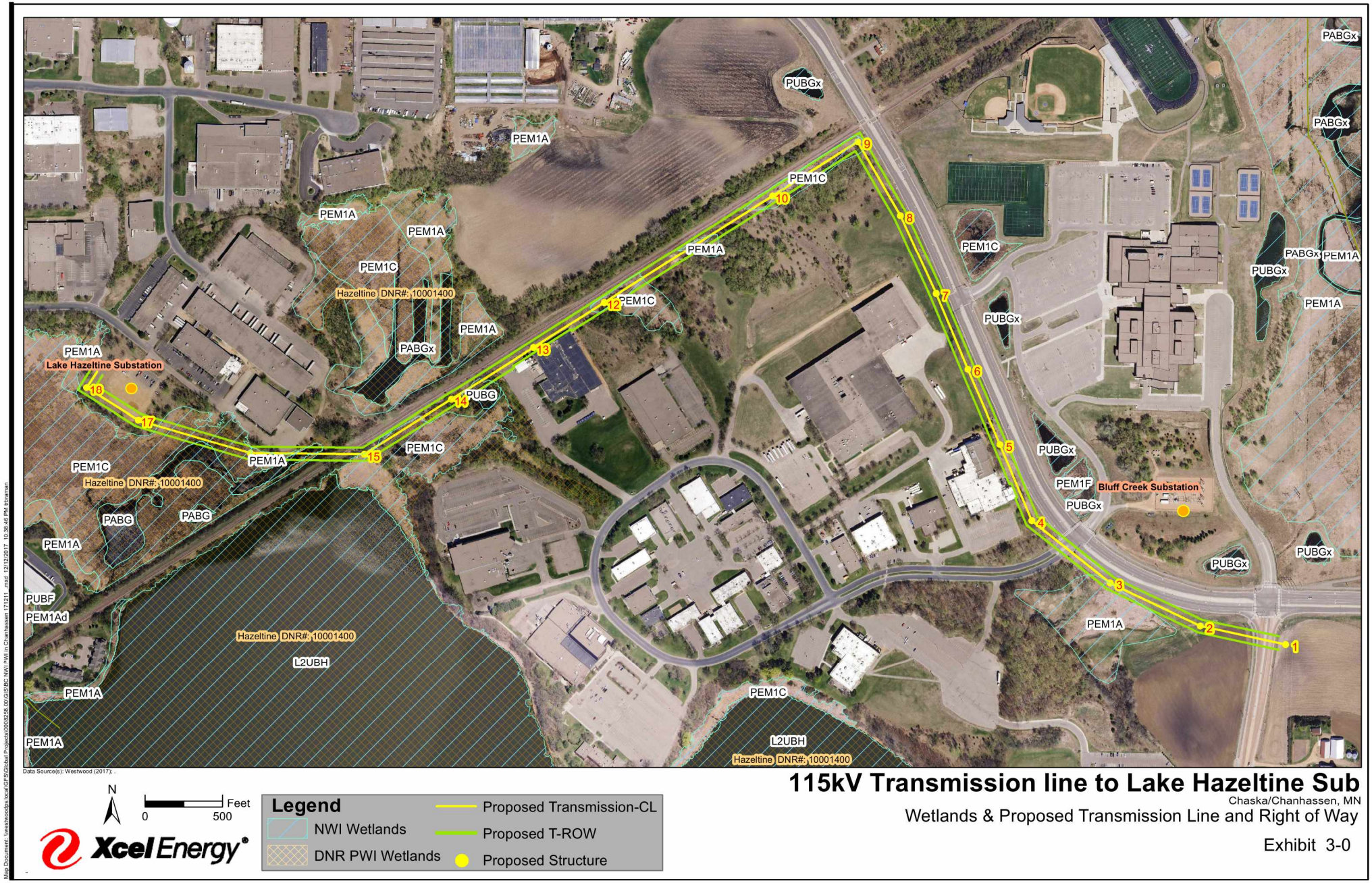

MERLE & JANE VOLK
Lyman Blvd
TWIN CITIES & WESTERN RAILROAD
Co Rd 18
HOLASEK FARMS LP
Approximate Distribution Line
NENE
T116 R23 S21
NWNW
T116 R23 S22
IND SCHOOL DIST 112
NENW
TWIN CITIES & WESTERN RAILROAD
Approximate Distribution Line
9
10
8
CHASKA CITY
ANDVIK
ROLAND A STINSKI
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
0
100
Feet
Legend
Proposed Transmission-CL
Proposed Transmission-ROW
Proposed Structure
Parcels by City
Chanhassen
Chaska
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Proposed Conditions
Exhibit 2-4
Xcel Energy®

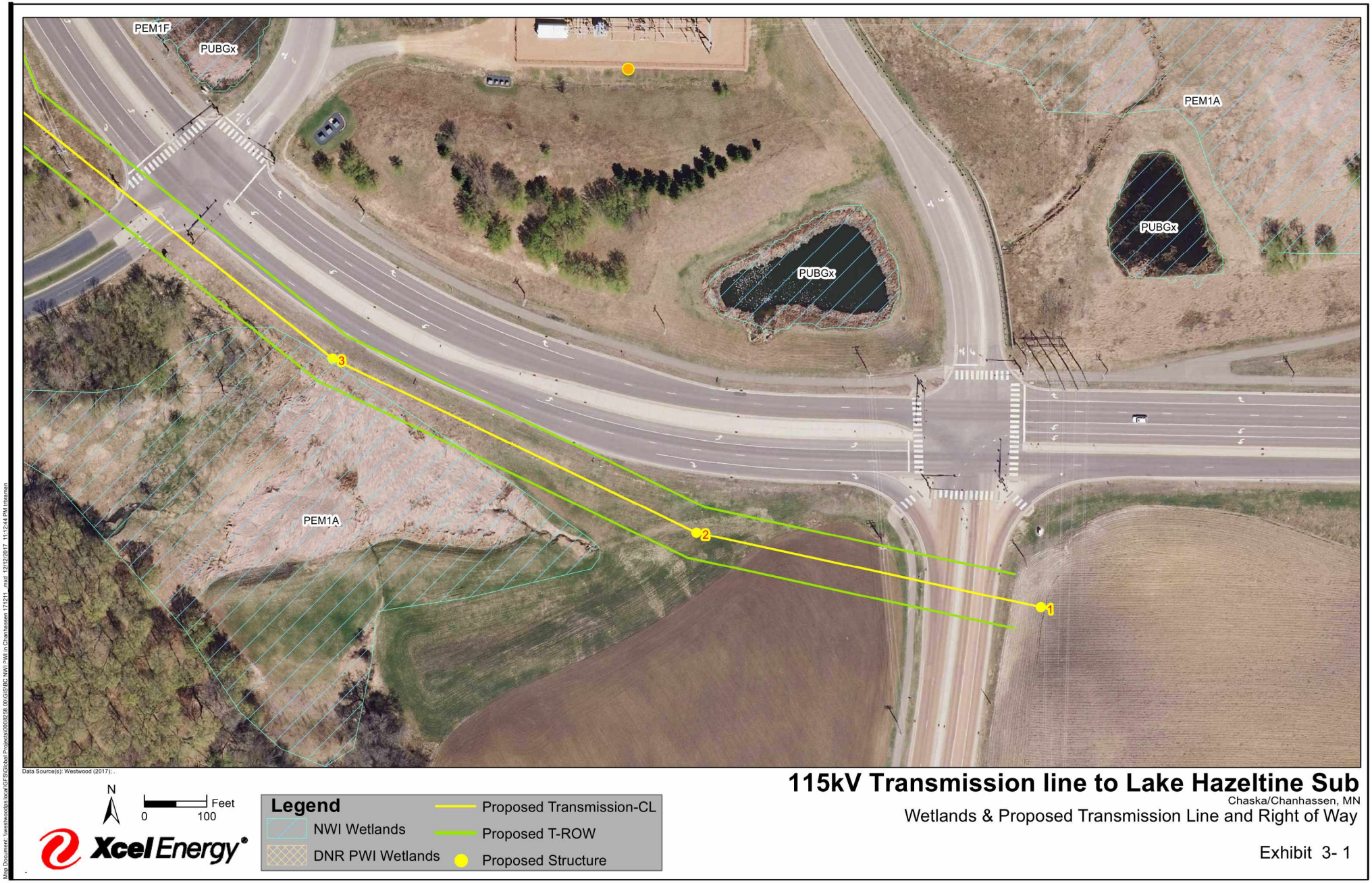

TWIN CITIES & WESTERN RAILROAD
Approximate Distribution Line
Co Rd 18
IND SCHOOL DIST 112
Lyman Blvd
HOLASEK FARMS LP
NENE
T116 R23 S21
TWIN CITIES & WESTERN RAILROAD
KEVIN L ANDVIK
NWNW
T116 R23 S22
CHASKA CITY
ROLAND A STINSKI
BECKMAN COULTER INC
SWNW
9
10
11
8
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
0
100
Feet
Legend
Proposed Transmission-CL
Proposed Transmission-ROW
Proposed Structure
Parcels by City
Chanhassen
Chaska
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Proposed Conditions
Exhibit 2-5


NWNE
NENE
HOLASEK FARMS LP
KEVIN L ANDVIK
T116 R23 S22
NWNW
CHASKA CITY
Twin Cities & Western Railroad Company
TWIN CITIES & WESTERN RAILROAD
Approximate Transition Line
T116 R23 S21
BECKMAN COULTER INC
PALEN INVESTMENTS LLC
SWNE
SENE
SWNW
QUALI-TECH PRODUCTS INC
ROLAND A STINSKI
SKA HAZELTINE INVESTORS LLC
QUALI-TECH PRODUCTS INC
CHASKA HAZELTINE INVESTORS LLC
11
13
14
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
Feet
0
100
Xcel Energy®
Legend
Proposed Transmission-CL
Proposed Transmission-ROW
Proposed Structure
Parcels by City
Chanhassen
Chaska
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Proposed Conditions
Exhibit 2-6


HOLASEK FARMS LP
PALEN INVESTMENTS LLC
CHASKA CITY
TWIN CITIES & WESTERN RAILROAD
HAMLET GREEN LLC
QUALI-TECH PRODUCTS INC
WATERTOWER ASSOCIATES
CHASKA CITY
SWNE
14
Approximate Distribution Line
CHASKA HAZELTINE INVESTORS LLC
M K KIRSCH LTD PTRSHP
Columbia Ct N
T116 R23 S21
SENE
HAMLET GREEN LLC
CHASKA INVESTMENT LP
CHASKA HAZELTINE INVESTORS LLC
16
15
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Meandered water body
CHASKA HAZELTINE INVESTORS LLC
CHASKA HAZELTINE INVESTORS LLC
CHASKA HAZELTINE INVESTORS LLC
CHASKA CITY
Data Source(s): Westwood (2017); .
N
0
100
Feet
Legend
Proposed Transmission-CL
Proposed Transmission-ROW
Proposed Structure
Parcels by City
Chanhassen
Chaska
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Proposed Conditions
Exhibit 2-7


CHASKA CITY
NFK PROPERTIES
MACCABEES MUTUAL LIFE INS
JONATHAN DEV CORP ETAL
PALEN INVESTMENTS LLC
HAMLET GREEN LLC
WATERTOWER ASSOCIATES
SWNE
Columbia Ct N
18
HAMLET GREEN LLC
Lake Hazeltine Substation
CHASKA CITY
SENW
17
T116 R23 S21
M K KIRSCH LTD PTRSHP
16
Meandered water body
CHASKA INVESTMENT LP
Broader Area Map
Hennepin
Project Area
Carver
Chaska
Chanhassen
Scott
Data Source(s): Westwood (2017); .
N
0
100
Feet
Legend
Proposed Transmission-CL
Proposed Transmission-ROW
Proposed Structure
Parcels by City
Chanhassen
Chaska
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Proposed Conditions
Exhibit 2-8


PABGx
PUBGx
PEM1A
PEM1C
PEM1F
PABGx
PUBGx
PEM1A
PEM1C
PEM1A
PEM1A
PEM1C
Hazeltine DNR#: 10001400
PEM1A
PABGx
PEM1C
PUBGx
PEM1A
PEM1A
Lake Hazeltine Substation
PUBG
PEM1C
PEM1A
PEM1C
Hazeltine DNR#: 10001400
PABG
PABG
PEM1A
PUBGx
PEM1F
Bluff Creek Substation
PUBGx
PUBGx
PUBGx
PUBF
PEM1Ad
PEM1A
Hazeltine DNR#: 10001400
L2UBH
PEM1A
PEM1C
PEM1A
L2UBH
Hazeltine DNR#: 10001400
1
2
3
4
5
6
7
8
9
10
12
13
14
15
17
18
Data Source(s): Westwood (2017); .
N
0
500
Feet
Legend
NWI Wetlands
DNR PWI Wetlands
Proposed Transmission-CL
Proposed T-ROW
Proposed Structure
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Wetlands & Proposed Transmission Line and Right of Way
Exhibit 3-0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PUBGx
PUBGx
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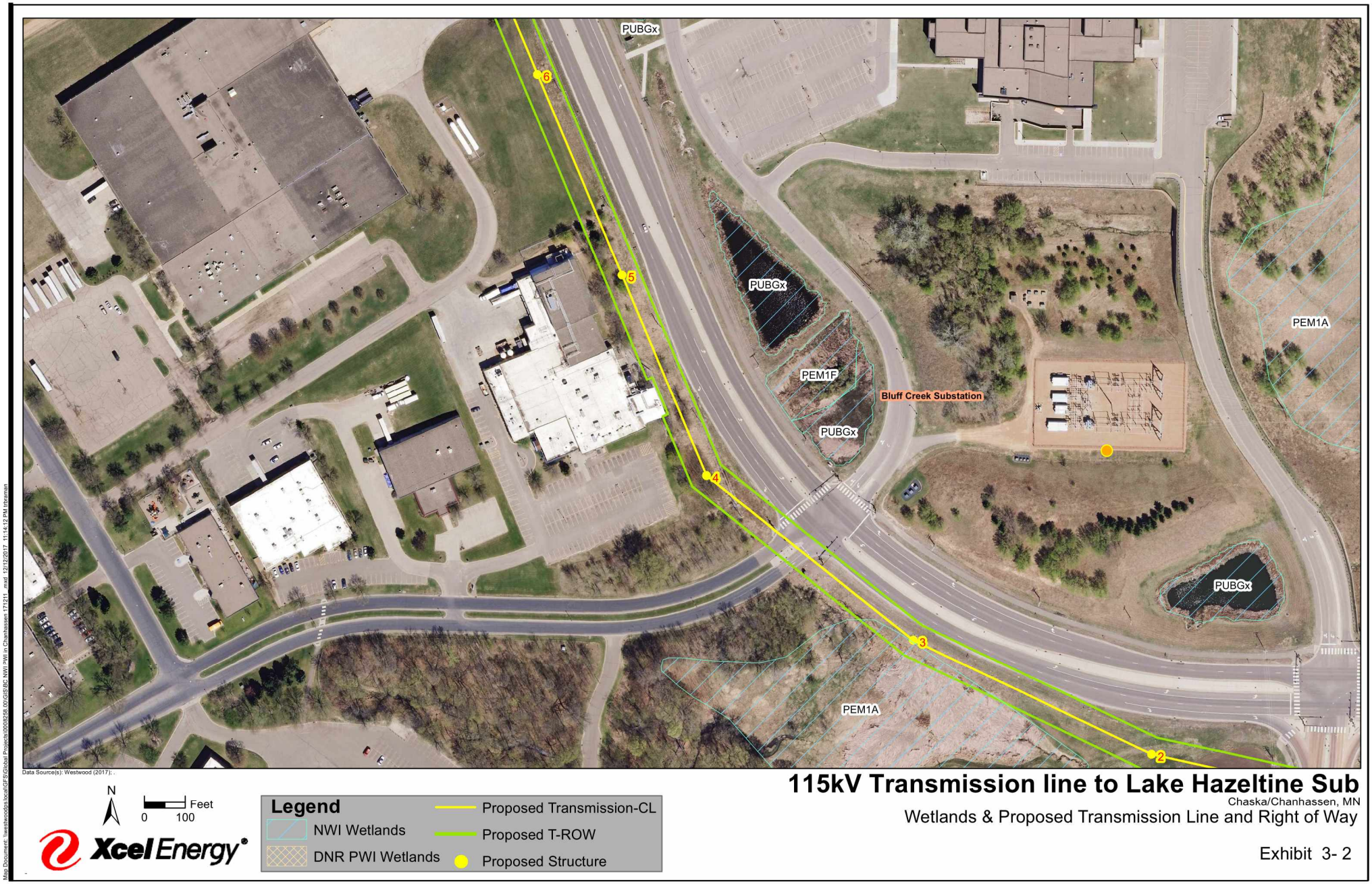
0
Feet
100
Legend
NWI Wetlands
DNR PWI Wetlands
Proposed Transmission-CL
Proposed T-ROW
Proposed Structure
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Wetlands & Proposed Transmission Line and Right of Way
Exhibit 3- 1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4
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PUBGx
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PEM1A
PUBGx
PEM1A
Data Source(s): Westwood (2017); .
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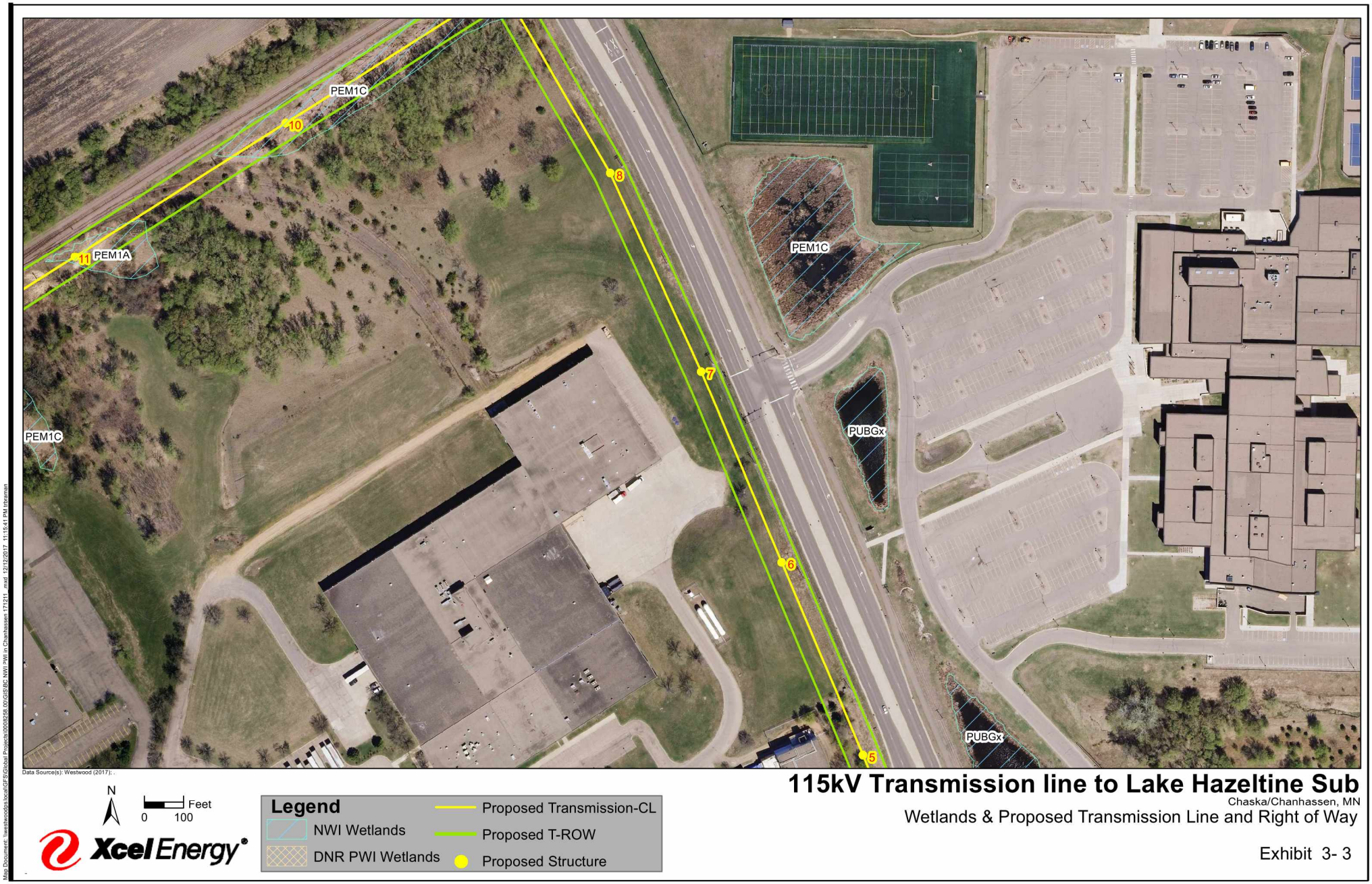
100
Feet
Legend
NWI Wetlands
DNR PWI Wetlands
Proposed Transmission-CL
Proposed T-ROW
Proposed Structure
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Wetlands & Proposed Transmission Line and Right of Way
Exhibit 3- 2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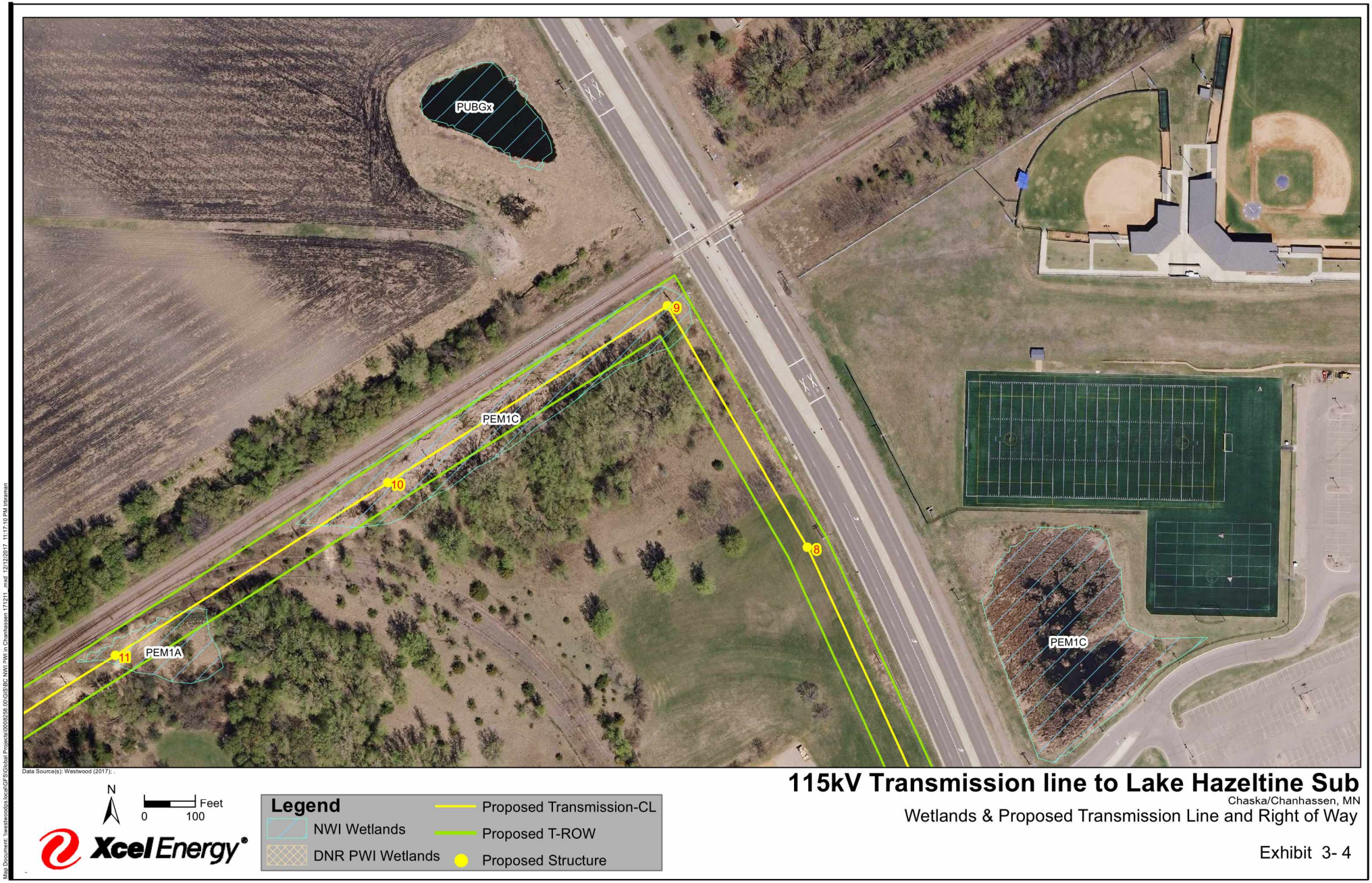
PEM1A
PEM1C
7
PEM1C
PUBGx
6
5
PUBGx
Data Source(s): Westwood (2017); .
N
Feet
0
100
Legend
NWI Wetlands
DNR PWI Wetlands
Proposed Transmission-CL
Proposed T-ROW
Proposed Structure
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Wetlands & Proposed Transmission Line and Right of Way
Exhibit 3- 3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PEM1A
PEM1C
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10
8
11
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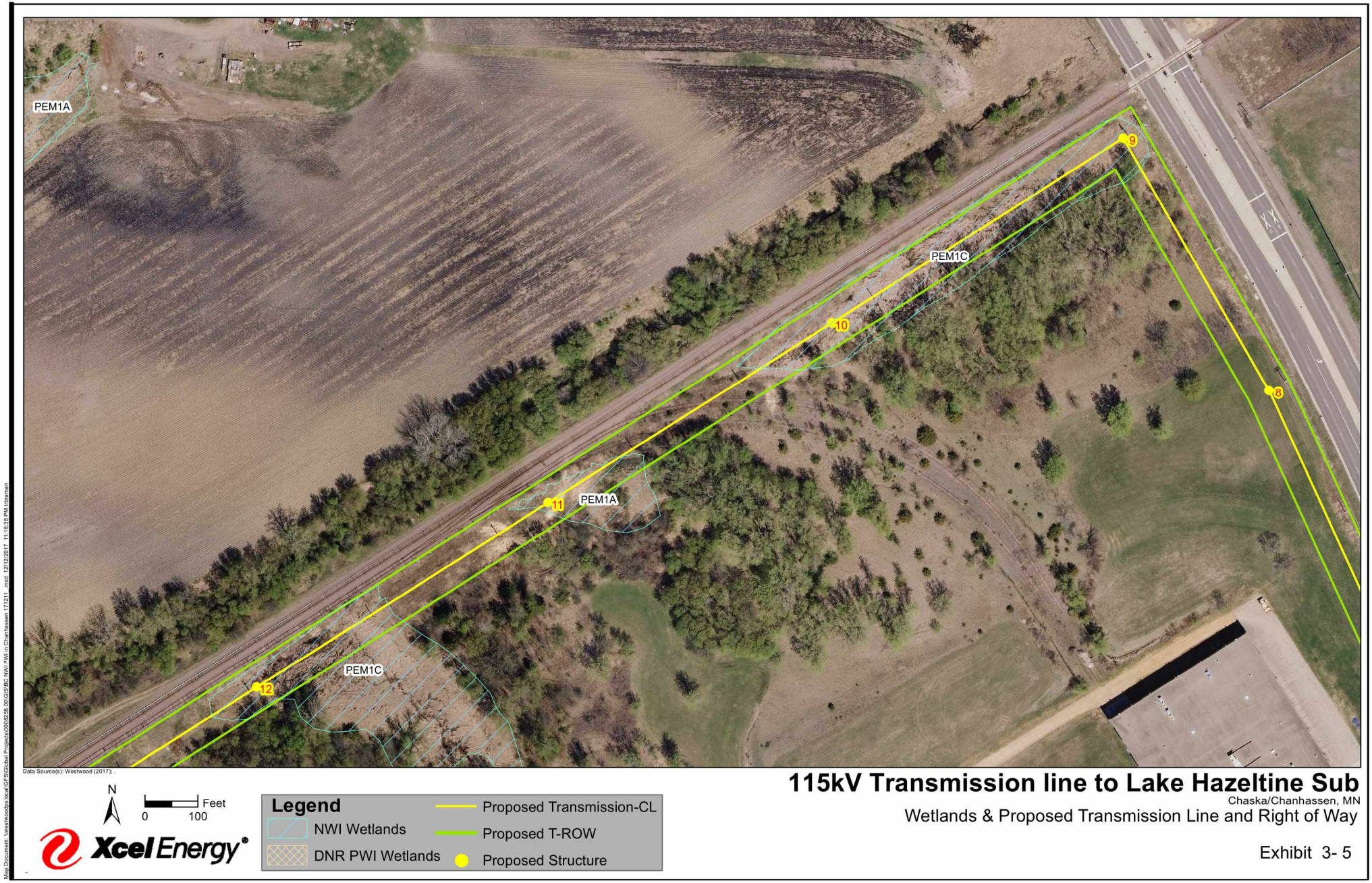
100
Feet
Legend
NWI Wetlands
DNR PWI Wetlands
Proposed Transmission-CL
Proposed T-ROW
Proposed Structure
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Wetlands & Proposed Transmission Line and Right of Way
Exhibit 3- 4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PEM1A
PEM1C
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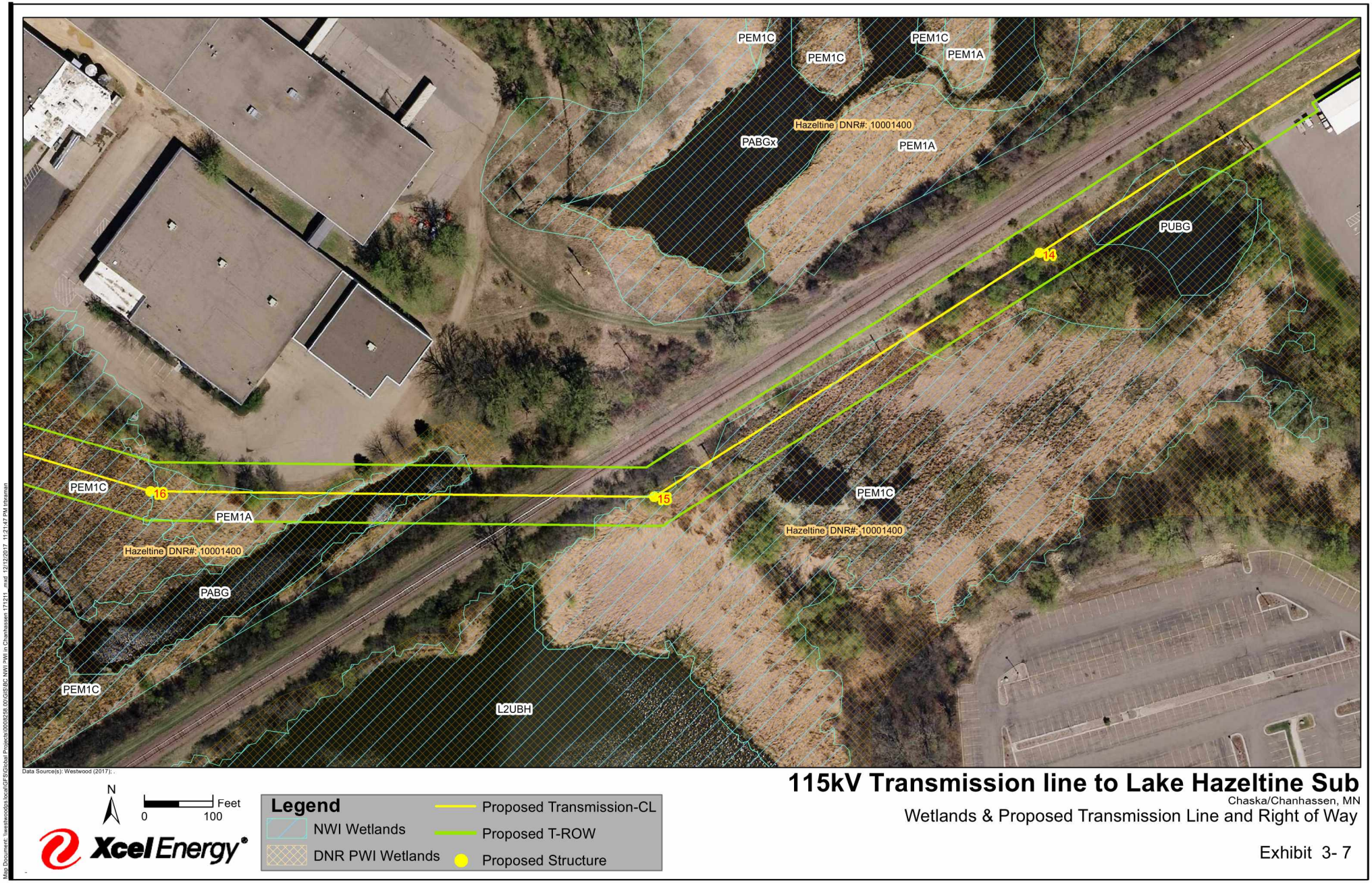
0
100
Feet
Legend
NWI Wetlands
DNR PWI Wetlands
Proposed Transmission-CL
Proposed T-ROW
Proposed Structure
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Wetlands & Proposed Transmission Line and Right of Way
Exhibit 3- 5

PEM1A
PEM1C
Hazeltine DNR#: 10001400
PEM1A
PABGx
PEM1A
PUBG
Hazeltine DNR#: 10001400
PEM1C
PEM1A
PEM1C
11
12
13
14
Data Source(s): Westwood (2017); .
N
0
100
Feet
Legend
NWI Wetlands
DNR PWI Wetlands
Proposed Transmission-CL
Proposed T-ROW
Proposed Structure
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Wetlands & Proposed Transmission Line and Right of Way
Exhibit 3- 6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PEM1C
PEM1C
PEM1A
Hazeltine DNR#: 10001400
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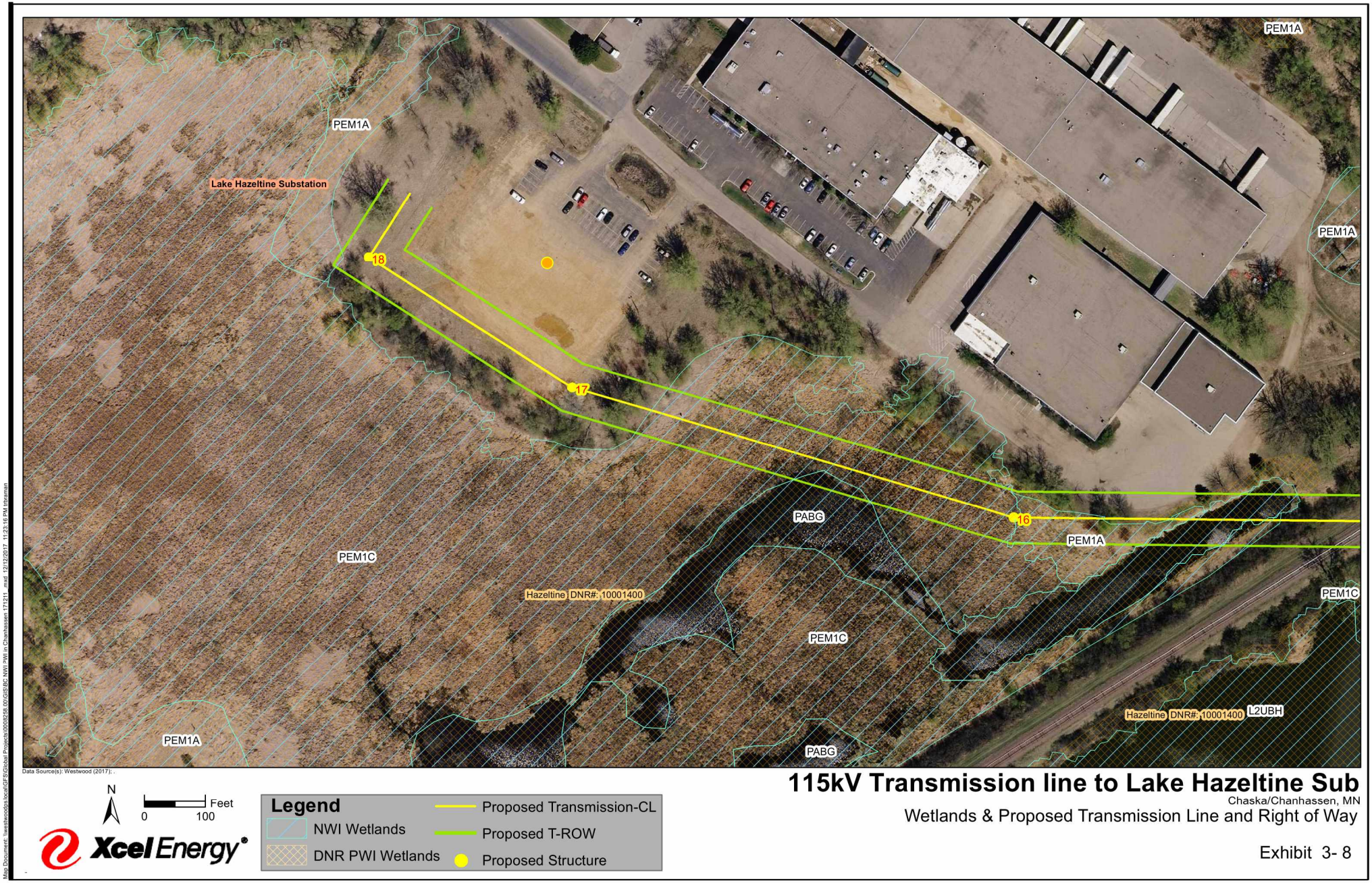
PEM1A
PUBG
14
16
15
PEM1C
PEM1A
Hazeltine DNR#: 10001400
PEM1C
PABG
PEM1C
L2UBH
Data Source(s): Westwood (2017); .
N
0
100
Feet
Legend
NWI Wetlands
DNR PWI Wetlands
Proposed Transmission-CL
Proposed T-ROW
Proposed Structure
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Wetlands & Proposed Transmission Line and Right of Way
Exhibit 3- 7


PEM1A
PEM1A
Lake Hazeltine Substation
PEM1A
18
17
16
PABG
PEM1A
PEM1C
Hazeltine DNR#: 10001400
PEM1C
PEM1C
Hazeltine DNR#: 10001400 L2UBH
PEM1A
PABG
Data Source(s): Westwood (2017); .
N
0
Feet
100
Legend
NWI Wetlands
DNR PWI Wetlands
Proposed Transmission-CL
Proposed T-ROW
Proposed Structure
Xcel Energy®
115kV Transmission line to Lake Hazeltine Sub
Chaska/Chanhassen, MN
Wetlands & Proposed Transmission Line and Right of Way
Exhibit 3- 8

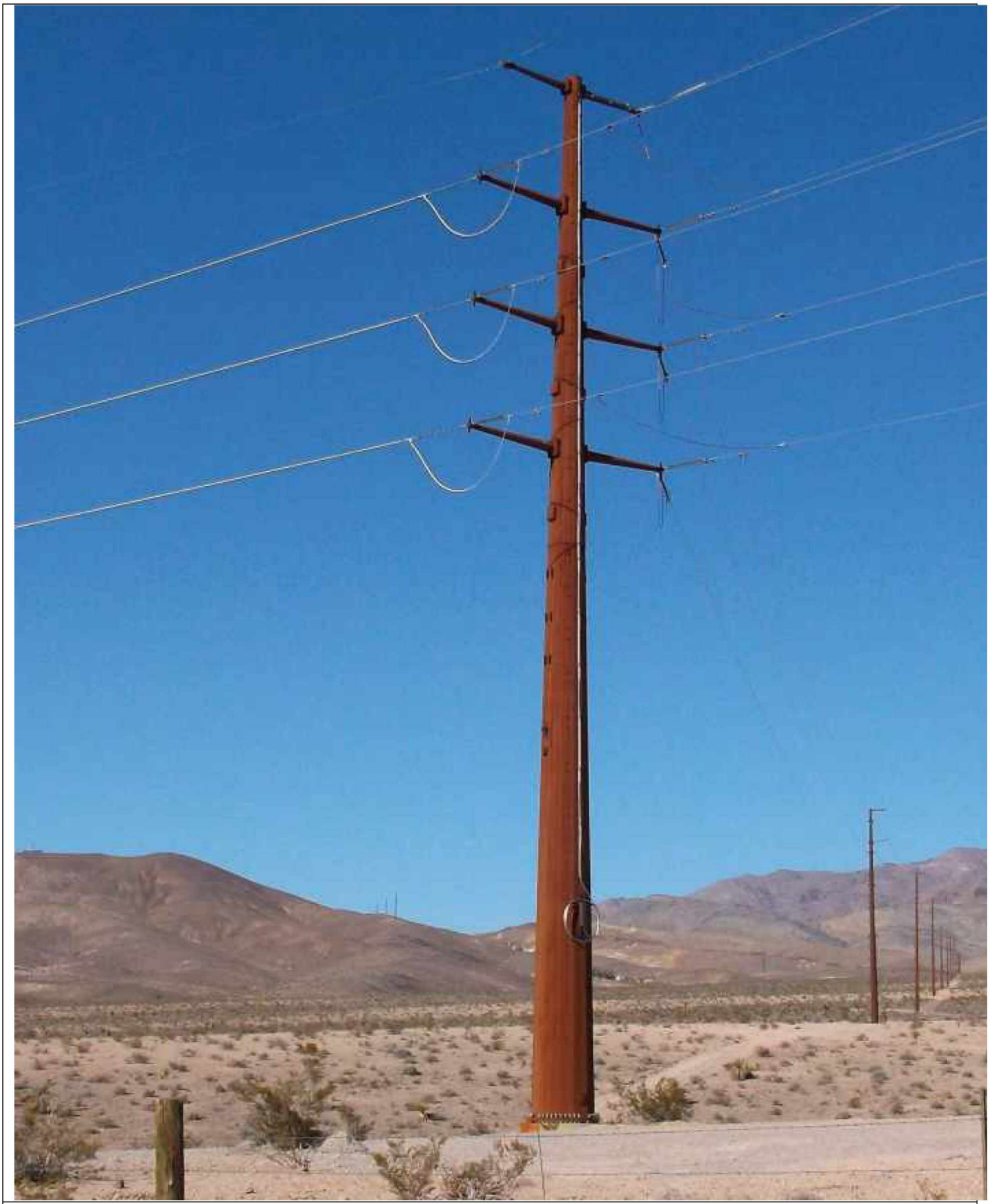


Exhibit 4-0 Photograph Example of a Typical Weathered Steel Transmission Structure

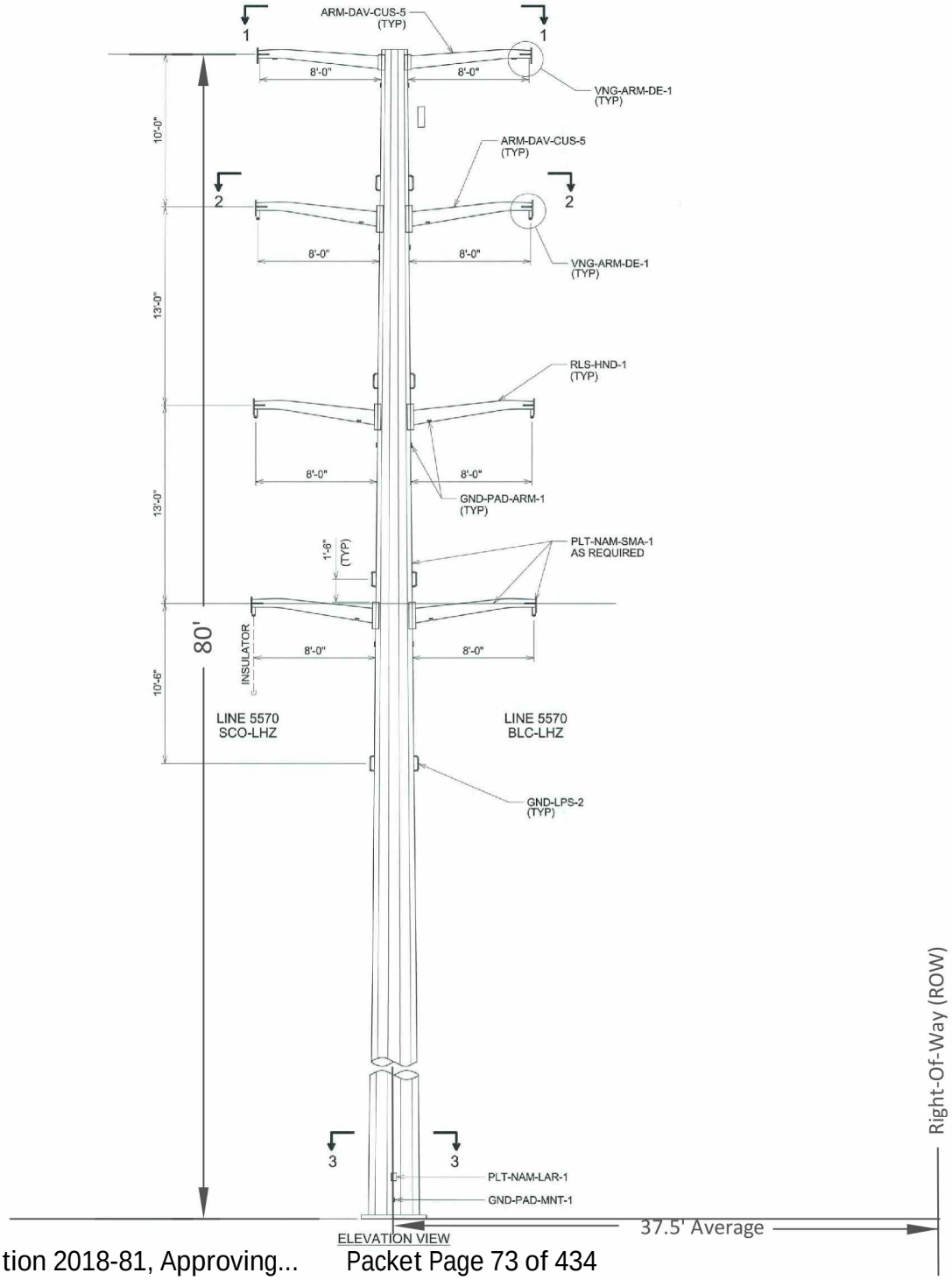



Exhibit 4-1 Structure Elevation View

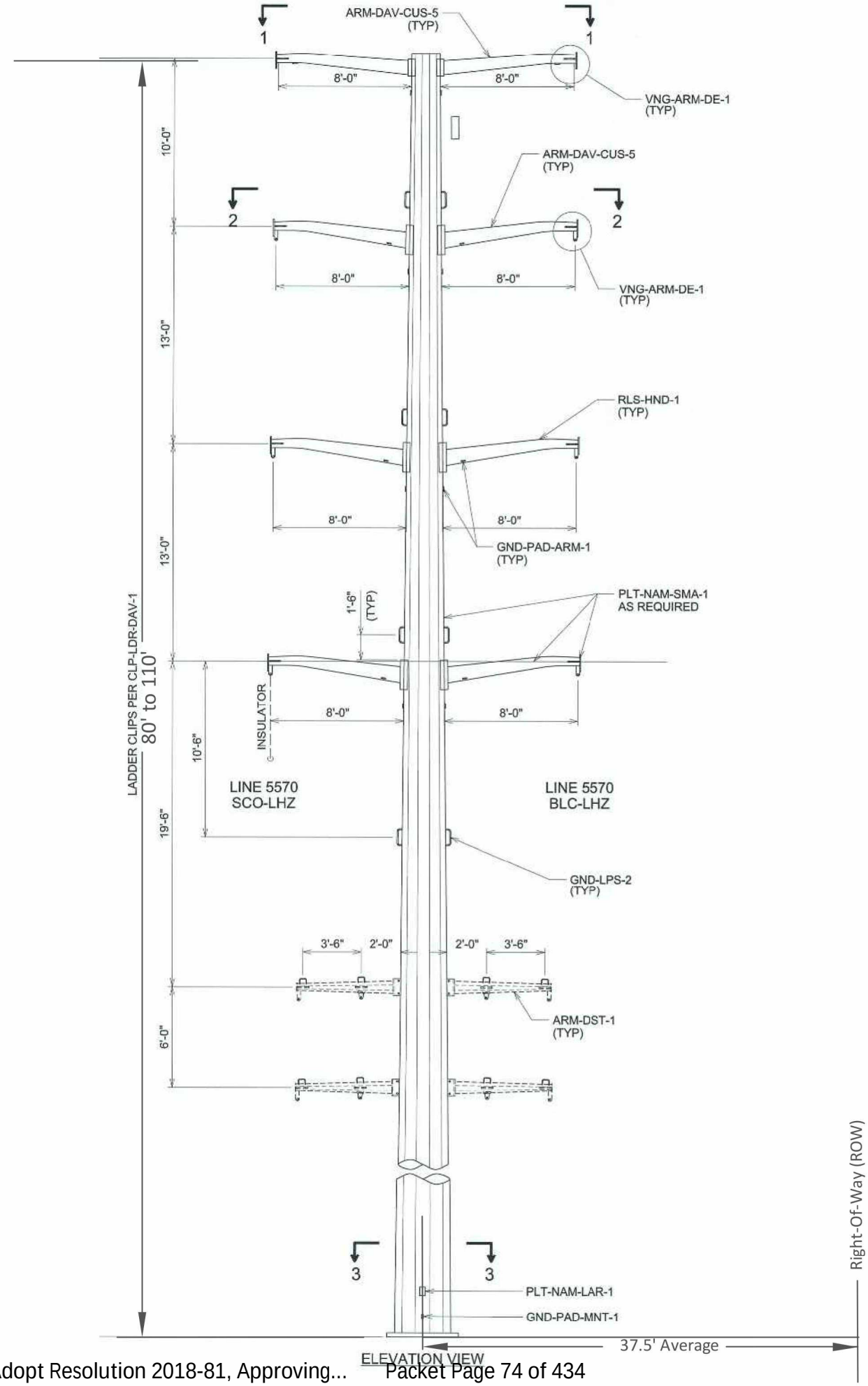



Exhibit 4-2 Structure Elevation View

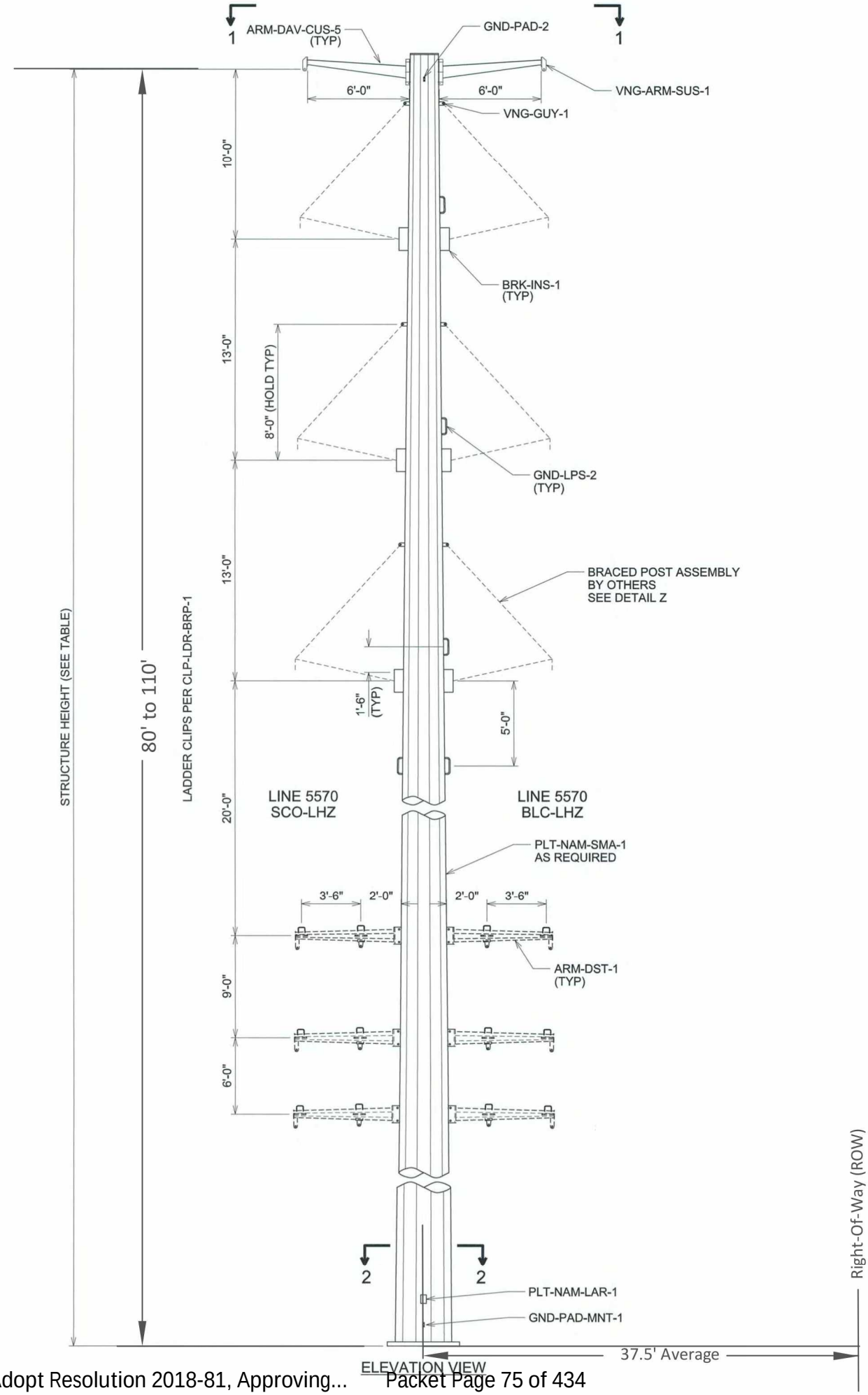
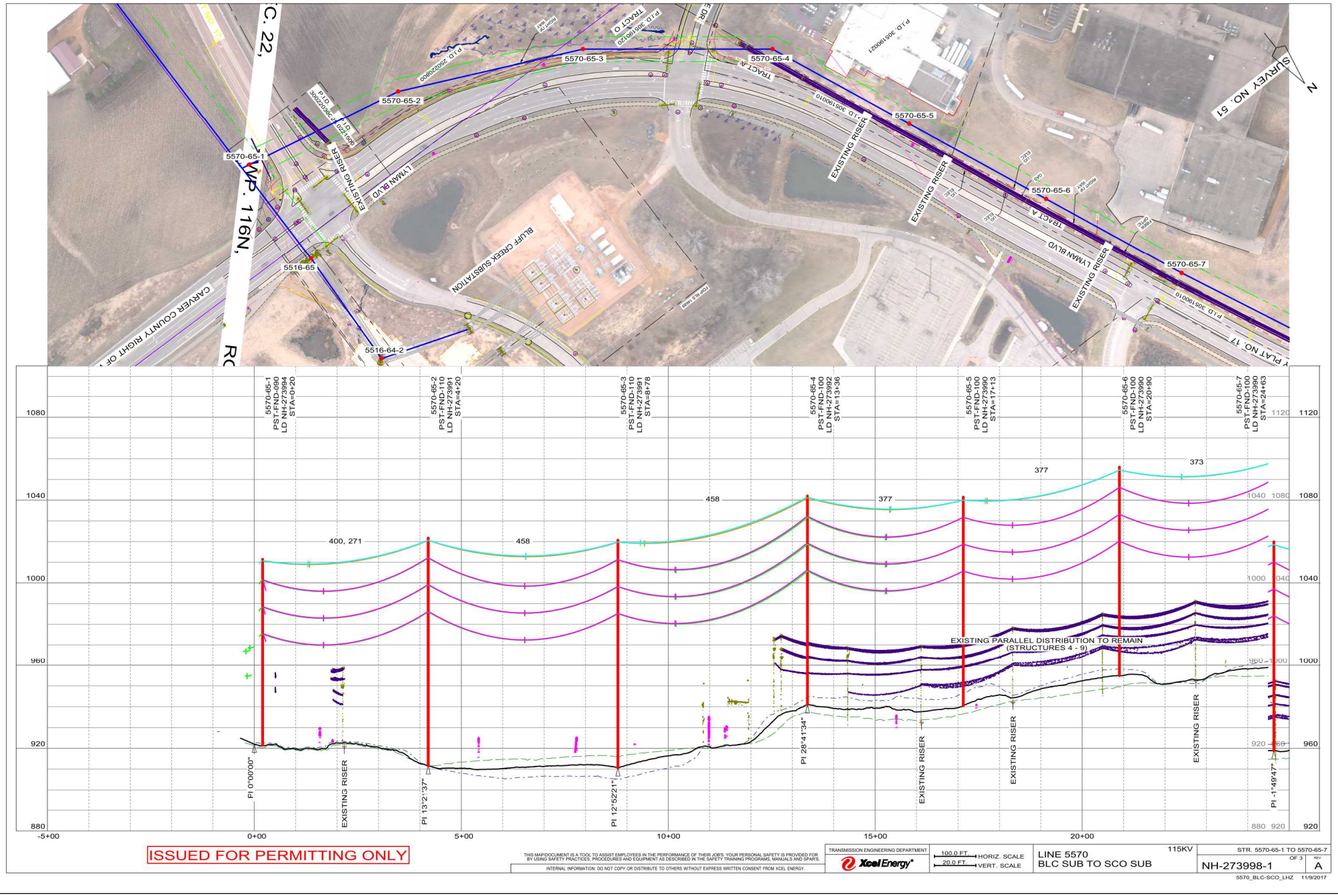
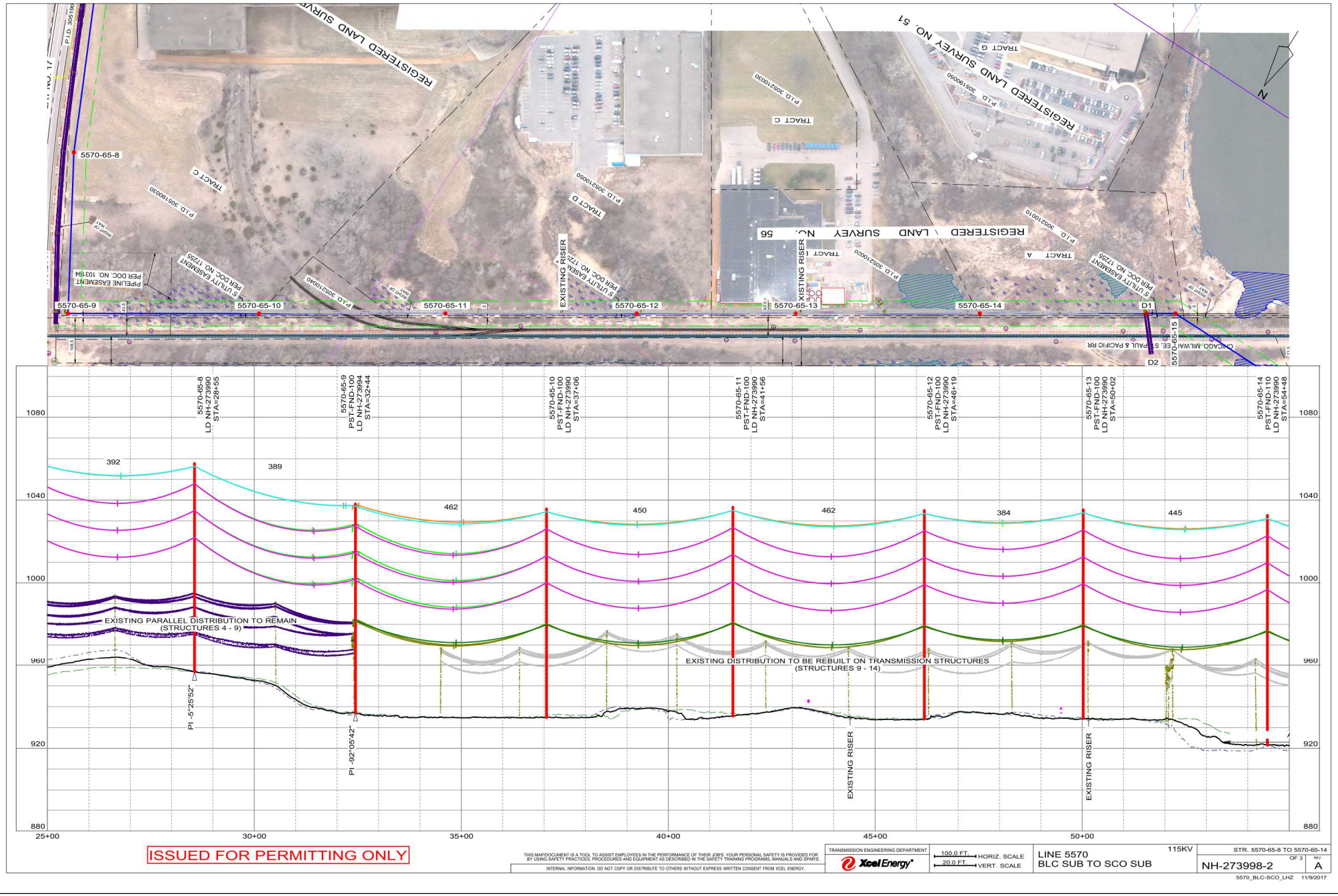



Exhibit 4-3 Structure Elevation View

VIEW LOOKING SOUTH
AT INTERSECTION OF
LYMAN BLVD &
AUDUBON RD


PLS-CADD DRAWING
5570-65-1
5570-65-2
5570-65-3
5570-65-4
5570-65-5
5570-65-6
5570-65-7
5516-65
5516-64-2
WP. 116N,
EXISTING RISER
LYMAN BLVD
BLUFF CREEK SUBSTATION
SURVEY NO. 51
5570-65-1 PST-FND-090 LD NH-273994 STA=0+20
5570-65-2 PST-FND-110 LD NH-273991 STA=4+20
5570-65-3 PST-FND-110 LD NH-273991 STA=8+78
5570-65-4 PST-FND-100 LD NH-273992 STA=13+36
5570-65-5 PST-FND-100 LD NH-273990 STA=17+13
5570-65-6 PST-FND-100 LD NH-273990 STA=20+90
5570-65-7 PST-FND-100 LD NH-273990 STA=24+63
400, 271
458
377
373
EXISTING PARALLEL DISTRIBUTION TO REMAIN (STRUCTURES 4 - 9)
PI 0°00'00"
PI 13°21'37"
PI 12°52'21"
PI 28°41'34"
PI -1°49'47"
EXISTING RISER
1080
1040
1000
960
920
880
-5+00
0+00
5+00
10+00
15+00
20+00
ISSUED FOR PERMITTING ONLY
THIS MAP/DOCUMENT IS A TOOL TO ASSIST EMPLOYEES IN THE PERFORMANCE OF THEIR JOB'S. YOUR PERSONAL SAFETY IS PROVIDED FOR BY USING SAFETY PRACTICES, PROCEDURES AND EQUIPMENT AS DESCRIBED IN THE SAFETY TRAINING PROGRAMS, MANUALS AND SPAR'S.
INTERNAL INFORMATION: DO NOT COPY OR DISTRIBUTE TO OTHERS WITHOUT EXPRESS WRITTEN CONSENT FROM XCEL ENERGY.
TRANSMISSION ENGINEERING DEPARTMENT
Xcel Energy
100.0 FT. HORIZ. SCALE
20.0 FT. VERT. SCALE
LINE 5570
BLC SUB TO SCO SUB
115KV
STR. 5570-65-1 TO 5570-65-7
NH-273998-1
OF 3
REV A
5570_BLC-SCO_LHZ 11/9/2017


PLS-CADD DRAWING
5570-65-8
5570-65-9
5570-65-10
5570-65-11
5570-65-12
5570-65-13
5570-65-14
5570-65-15
D1
D2
EXISTING RISER
TRACT C
TRACT D
TRACT G
REGISTERED LAND SURVEY NO. 51
REGISTERED LAND SURVEY NO. 56
N
5570-65-8 LD NH-273990 STA=28+55
5570-65-9 PST-FND-100 LD NH-273994 STA=32+44
5570-65-10 PST-FND-100 LD NH-273990 STA=37+06
5570-65-11 PST-FND-100 LD NH-273990 STA=41+56
5570-65-12 PST-FND-100 LD NH-273990 STA=46+19
5570-65-13 PST-FND-100 LD NH-273990 STA=50+02
5570-65-14 PST-FND-110 LD NH-273990 STA=54+48
392
389
462
450
462
384
445
EXISTING PARALLEL DISTRIBUTION TO REMAIN (STRUCTURES 4 - 9)
EXISTING DISTRIBUTION TO BE REBUILT ON TRANSMISSION STRUCTURES (STRUCTURES 9 - 14)
PI -5°25'52"
PI -92°05'42"
EXISTING RISER
EXISTING RISER
1080
1040
1000
960
920
880
25+00
30+00
35+00
40+00
45+00
50+00
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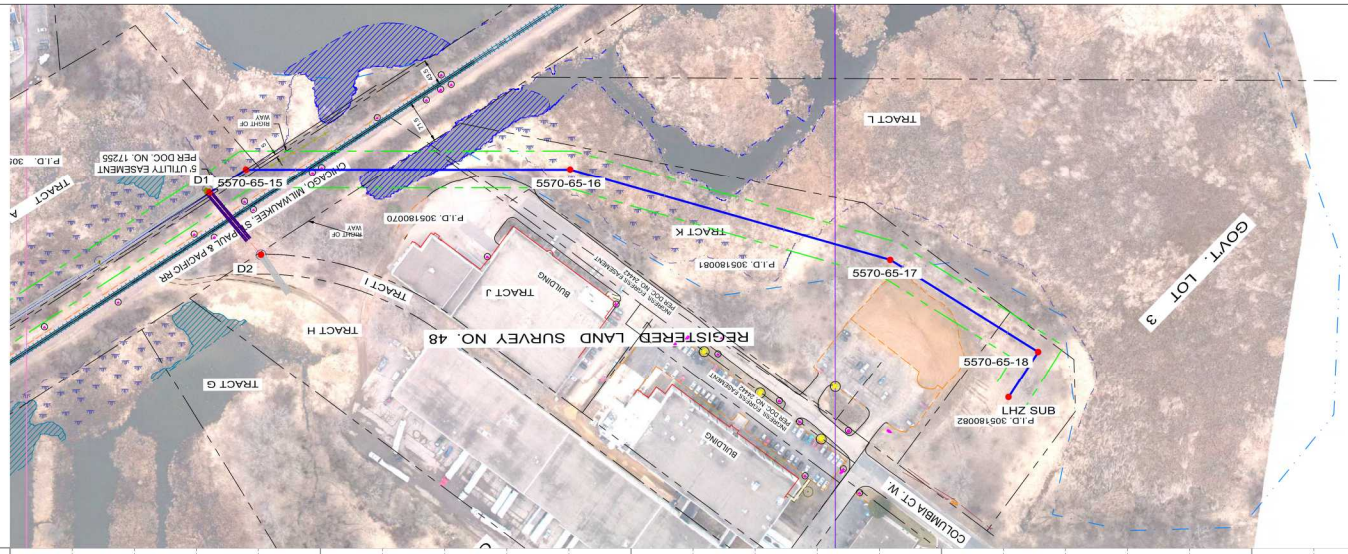
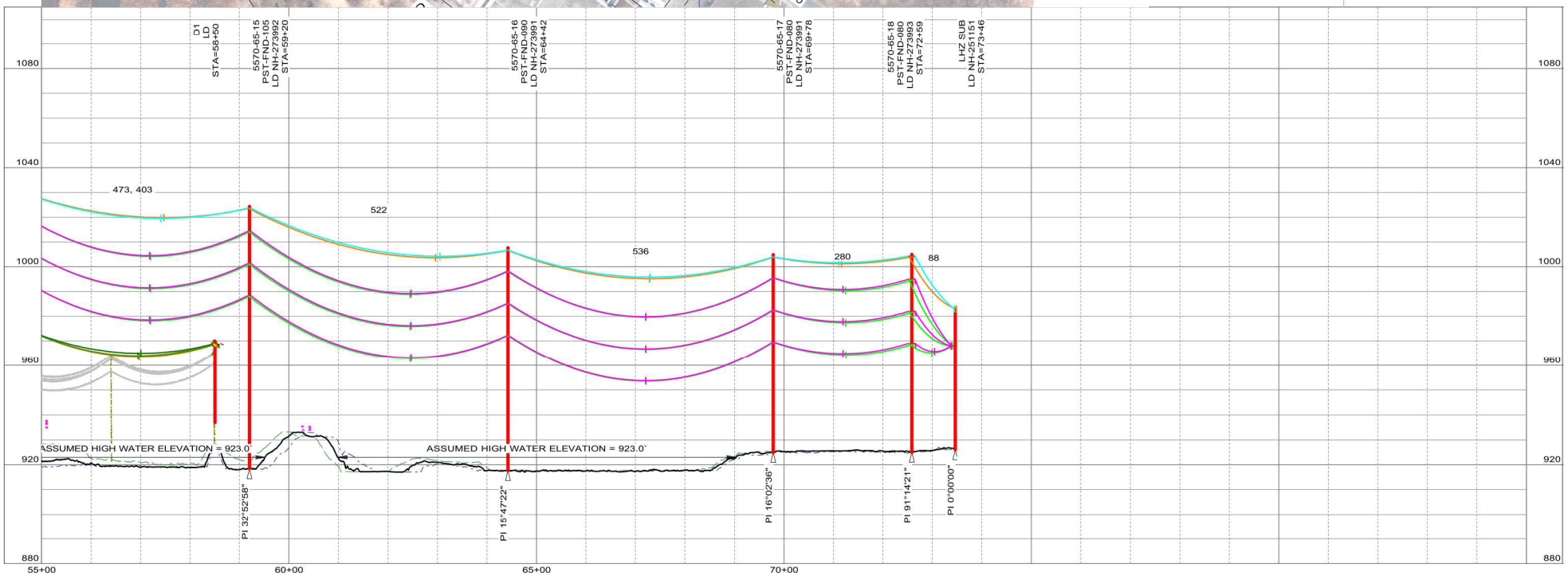
TRANSMISSION ENGINEERING DEPARTMENT
Xcel Energy
100.0 FT. HORIZ. SCALE
20.0 FT. VERT. SCALE
LINE 5570
BLC SUB TO SCO SUB
115KV
STR. 5570-65-8 TO 5570-65-14
NH-273998-2
A
5570_BLC-SCO_LHZ 11/9/2017




ISSUED FOR PERMITTING ONLY

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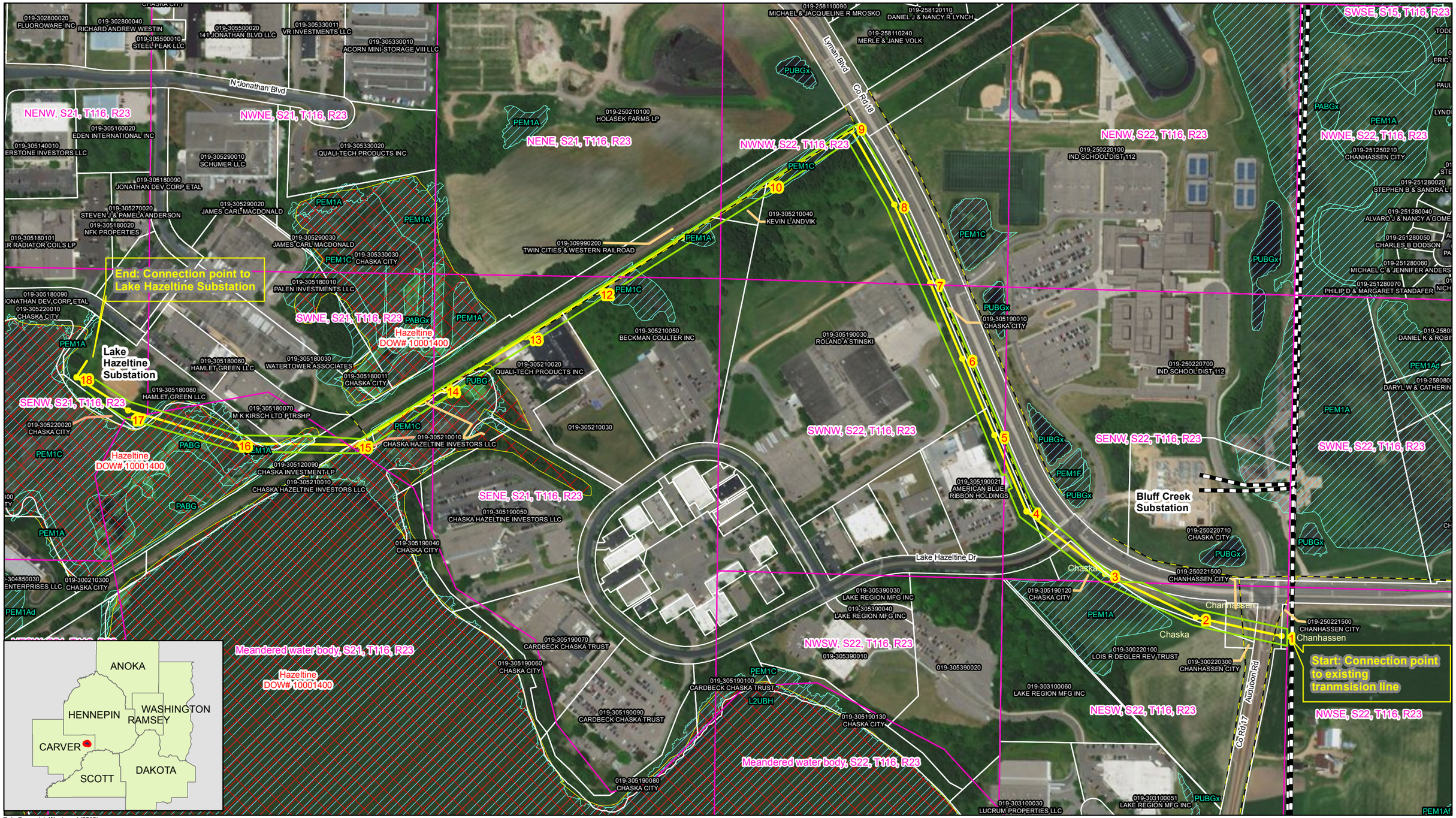
TRANSMISSION ENGINEERING DEPARTMENT
Xcel Energy®

100.0 FT. HORIZ. SCALE
20.0 FT. VERT. SCALE

LINE 5570 115KV
BLC SUB TO SCO SUB

STR. D1 TO LHZ SUB
NH-273998-3 OF 3 REV A

5570_BLC-SCO_LHZ 11/9/2017




# 115kV Transmission line to Lake Hazeltine Sub

Chaska/Chanhassen, MN

Proposed Transmission Line and Right of Way Parcels, and Wetlands

Figure 1

Map Document: \\westwoodps.local\GFS\Global Projects\0008258.00\GIS\BC_Fig 1 overview Wet Parcels Ex Pro Line in 180117_.mxd 1/17/2018 2:59:47 PM trbraman

# Appendices

# CITY OF CHANHASSEN

Chanhassen is a Community for Life - Providing for Today and Planning for Tomorrow

September 26, 2017

Mayor Mark Windschitl
Chaska City Council
Chaska City Hall
One City Hall Plaza
Chaska, MN 55318

Honorable Mayor Windschitl:

The City of Chanhassen understands that Xcel Energy, Inc. will make application with the cities of Chaska and Chanhassen for local permitting of a high voltage transmission line route permit, pursuant to M.S. 216E05. The 1.5-mile 115kV electrical transmission line project extends from an existing transmission structure at the intersection of Lyman Boulevard and Audubon Road. It then follows the west side of Lyman Boulevard to the Twin Cities and Western Railroad Company tracks and follows the south side of the tracks until it crosses over to connect into the Lake Hazeltine Substation located on Columbia Court North.

Minnesota Rule 7850.5300 stipulates that this local permitting process include environmental review conducted by the Responsible Governmental Unit (RGU) in the form of an Environmental Assessment (EA). Because a single EA is to be prepared to support the permitting effort, projects that span multiple jurisdictions can agree on one entity assuming the lead role in its preparation. Based on discussions with staff, the City of Chaska will assume this lead role.

The City of Chanhassen hereby agrees that the City of Chaska can proceed as the Responsible Governmental Unit for preparation of the EA. Further, the City of Chanhassen conveys this agreement via this letter to the City of Chaska and the Public Utilities Commission (PUC).

Sincerely,

Denny Laufenburger
Mayor

DL:ktm

g:\admin\tg\xcel energy transmission line\rgu - chan to chaska for lgu xcel transmission 09-26-2017.docx

PH 952.227.1100 • www.ci.chanhassen.mn.us • FX 952.227.1110
7700 MARKET BOULEVARD • PO BOX 147 • CHANHASSEN • MINNESOTA 55317

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 06/18/2018

**Subject: Innovation Performance Measures for 2018 and 2017 Program Results**

Prepared By: Noel Graczyk, Administrative Services Director

---

Each year prior to July 1st, the City must declare the intent of the City to participate in the annual State program for Local Results and Innovation Performance Measures. Participation by the City in the 2018 Program is voluntary, must be approved by City Council resolution, and reported to the State Auditor prior to July 1, 2018. Participation in the 2018 Program will be the eighth consecutive year of participation by the City.

In accordance with 2018 Program requirements, the City must report on at least 10 of 29 defined standard measures across six defined categories. Attached is a listing of the standard measures and the eleven measures as selected by the City for 2018. Also attached is a report with 2017 Program results.

The Legislature provides two incentives to cities that participate in the 2018 Program. The first incentive provides cities an additional $0.14 per capita Local Government Aid (LGA) payment in 2018. With a 2010 Census population of 23,770 the financial incentive to Chaska will be approximately $3,300.

The second incentive will be the lifting of overall levy limits on taxes payable in future years. This second incentive is of particular importance to Chaska. The current street renovation program anticipates funding from taxes payable 2019 and future years. The ability for the City to remove levy limits in future years will facilitate implementation of the street renovation program.

Additional LGA aid as provided will be used in 2018 to conduct an annual performance survey based on statistical sampling consistent with prior year surveys. This survey with reduced scope will be consistent with a City-wide survey conducted by the City approximately every five years.

Staff recommends participation in the 2018 Performance Standards Program for cities and therefore recommends approval of the proposed resolution.

**CITY COUNCIL ACTION REQUESTED**

Motion to adopt Resolution Approving 2018 Performance Measures.

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

# RESOLUTION

**DATE 06/18/2018 RESOLUTION NO. 2018-78**

**MOTION BY COUNCILMEMBER_____ SECOND BY COUNCILMEMBER_____**

## Resolution Approving 2018 Performance Measures

**WHEREAS,** benefits to the City of Chaska for participation in the Minnesota Council on Local Results and Innovation's comprehensive performance measurement program outlined in Minnesota Statutes §6.91 and include eligibility for a reimbursement as set by State statute; and,

**WHEREAS,** any city participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and,

**WHEREAS,** the City Council of the City of Chaska has adopted and implemented at least ten of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; and,

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Chaska, Minnesota, will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

**FURTHER, BE IT RESOLVED,** that the City Council of the City of Chaska will submit to the Office of the State Auditor the actual results of the performance measures adopted by the City of Chaska.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of June 2018.

_____
Mark Windschitl, Mayor

Attest:_____
Deputy Clerk

# Standard Measures for Cities : Chaska for 2018

| Category | # | Measure | Notes: |
|---|---|---|---|
| General | 1. | Rating of the overall quality of services provided by your city (survey data, provide year completed and total responses) | Example of responses: excellent, good, fair, poor |
| | 2. | Percent change in the taxable property market value | County assessor's office data |
| | 3. | Citizens' rating of the overall appearance of the city (survey data, provide year completed and total responses) | Example of responses: excellent, good, fair, poor |
| | 4.* | Nuisance code enforcement cases per 1,000 population | (Number of cases / Population) x 1,000 = cases per 1,000 population |
| | 5.* | Number of library visits per 1,000 population | (Number of visits / Population) x 1,000 = visits per 1,000 population |
| | 6.* | Bond rating | Standard & Poor's Ratings Services or Moody's Investor Services |
| | 7. | Citizens' rating of the quality of city recreational programs and facilities (survey data, provide year completed and total responses) | Example of responses: excellent, good, fair, poor |
| | 8.* | Accuracy of post election audit (% of ballots counted accurately) | |
| Police Services | 9. | Part I and II Crime Rates | Submit data as reported by the Minnesota Bureau of Criminal Apprehension |
| | 10.* | Part I and II Crime Clearance Rates | Submit data as reported by the Minnesota Bureau of Criminal Apprehension |
| | 11. | Citizens' rating of safety in their community (survey data, provide year completed and total responses) | Example of responses: very safe, somewhat safe, neither safe nor unsafe, somewhat unsafe, very unsafe |
| | 12. | Average police response time | Average time it takes to respond to top priority calls from dispatch to officer on scene. |
| Fire & EMS Services | 13. | Insurance industry rating of fire services | Insurance Service Office (ISO) Rating. The ISO issues ratings to fire departments throughout the country for the effectiveness of their fire protection services and equipment. ISO analyzes data and then assigns a classification from 1 to 10. Class 1 represents superior property fire protection and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria. |
| | 14. | Citizens' rating of the quality of fire protection services (survey data, provide year completed and total responses) | Example of responses: excellent, good, fair, poor |
| | 15. | Average fire response time | Average time it takes from dispatch to apparatus on scene for calls that are dispatched as a possible fire |
| | 16.* | Fire calls per 1,000 population | (Number of calls / population) x 1,000 = calls per 1,000 population |
| | 17.* | Number of fires with loss resulting in investigation | |
| | 18.* | EMS calls per 1,000 population | (Number of calls / population) x 1,000 = calls per 1,000 population |
| | 19. | Emergency Medical Services average response time | Average time it takes from dispatch to arrival of EMS |
| Streets | 20. | Average city street pavement condition rating | Provide average rating and the rating system program/type. Example, 70 rating on the Pavement Condition Index (PCI). |
| | 21. | Citizens' rating of the road conditions in their city (survey data, provide year completed and total responses) | Example of responses: excellent, good, fair, poor. Alternatively: good condition, mostly good condition, many bad spots |
| | 22.* | Expenditures for road rehabilitation per paved lane mile rehabilitated (jurisdiction only roads) | Total cost for rehabilitations / lane miles rehabilitated |
| | 23.* | Percentage of all jurisdiction lane miles rehabilitated in the year | Lane miles rehabilitated in year / total number of lane miles |
| | 24.* | Average hours to complete road system during snow event | |
| | 25. | Citizens' rating of the quality of snowplowing on city streets (survey data, provide year completed and total responses) | Example of responses: excellent, good, fair, poor |
| Water | 26. | Citizens' rating of the dependability and quality of the city water supply (survey data, provide year completed and total responses) | Example of responses: excellent, good, fair, poor |
| | 27. | Operating cost per 1,000,000 gallons of water pumped/produced | Centrally provided system: (actual operating expense for water utility / (total gallons pumped / 1,000,000)) = cost per million |
| Sanitary Sewer | 28. | Citizens' rating of the dependability and quality of city sanitary sewer service (Provide year completed and total responses) | Example of responses: excellent, good, fair, poor |
| | 29. | Number of sewer blockages on city system per 100 connections | Centrally provided system: (Number of blockages / number of connections) x 100 = blockages per 100 connections |

*New or amended measure

○ = 2018 Chaska Program Measures

**City of Chaska**
**Model Performance Measures Results from 2017**

The City of Chaska has chosen to participate in a standard measures program through the State of Minnesota. The following reports on the most current information obtained regarding the eleven measures as selected by the City from six categories as approved by the State.

*General:*

- 84% of Chaska citizens believe the overall quality of services provided by the City is good or excellent.*
- According to the Carver County Records for taxes payable in 2017, market value for all real and personal property increased 3.07%.
- 82% of Chaska citizens believe that the overall appearance of the City is good or excellent and heading in the right direction.*
- 79% of citizens rated the quality of city recreational programs and facilities as good or excellent.*

*General - Bond Ratings:*

- General Obligation Bonds carry an "AA" rating by Standard and Poor's.
- Electric Revenue Bonds carry an "A" rating by Standard and Poor's and an "A3" rating by Moody's.
- EDA Lease Revenue and Limited Tax Bonds, carry an "A-" rating by Standard and Poor's.

*Police Services:*

- From a survey conducted by the Chaska Police Department 93% of citizens have not limited or changed their activities in the past year due to fear of crime. Also, 91% of residents responded no when asked if they had been a victim of a crime in Chaska within the past year. When asked if they have considered moving because of a dangerous neighborhood 95% said no.
- The average police response time for the Chaska Police Department is 4 minutes and 0 seconds.

*Fire Services:*

- The City of Chaska's insurance industry rating of fire services is 4. The Insurance Service Office issues these ratings throughout the country for the effectiveness of their fire protection services and equipment to protect their community. The classification ranges from 1 to 10, with 1 being the highest ranking.
- The Chaska Fire Department's average response time was 5 minutes and 56 seconds.
- Emergency Medical Services response time was 5 minutes and 9 seconds.

*Streets:*

- 82% of citizens rated the road conditions for Chaska as good or excellent.*
- 87% of citizens rated the quality of snowplowing on city streets as good or excellent.*

*Water:*

- 94% of citizens rated the dependability of city water supply services as good or excellent.*
- 83% of citizens rated the quality of city water supply services as good or excellent.*
- The operating cost per 1,000,000 gallons of water pumped was $2,354.

*Sanitary Sewer:*

- 95% of citizens rated the dependability of sanitary sewer services as good or excellent.*
- 95% of citizens rated the quality of sanitary sewer services as good or excellent.*
- The number of sewer blockages on the city system per 100 connections was 0.

*City of Chaska Residential Study 2012/2013, by *Decision Resources, Ltd. Results from a survey conducted in May/June 2018 are still pending.*

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
## 06/18/2018

**Subject:** **EA for the Lake Hazeltine Transmission Line**

Applicant: City of Chaska

Location: Corner of Lyman Boulevard & Audubon Road to Lake Hazeltine Substation

Prepared By: Elizabeth Hanson, City Planner

Staff Recommendation: Motion to approve the Resolution, issuing a negative declaration on the need for an EIS for the Lake Hazeltine Transmission Line, based on the Findings of Fact and Responses to Agency Comments.

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**Purpose of an Environmental Assessment (EA)**

The Minnesota Environmental Policy Act recognizes that the restoration and maintenance of environmental quality is critically important to our welfare. The act also recognizes that human activity has a profound and often adverse impact on the environment. A first step in achieving a more harmonious relationship between human activity and the environment is understanding the impact, which a proposed project will have on the environment.

Environmental documents shall not be used to justify a decision, nor shall indications of adverse environmental effects necessarily require that a project be disapproved. Environmental documents shall be used as guides in issuing, amending, and denying permits and carrying out other responsibilities of governmental units to avoid or minimize adverse environmental effects and to restore and enhance environmental quality.

**EA for Lake Hazeltine Transmission Line**

The Lake Hazeltine Transmission Line is a 115kV transmission line approximately 1.5-mile long and consisting of approximately 18 transmission structures between the cities of Chanhassen and Chaska, in Carver County, Minnesota. It will begin by connecting to an existing transmission line in the southeast quadrant of Lyman Boulevard and Audubon Road in Chanhassen. It will end at the Lake Hazeltine substation on the west side of Columbia Court North in Chaska

The notification was published in the *EQB Monitor* on May 28, 2018 initiating the 10-day comment period. A legal notice was submitted May 23, 2018 for publication on the City's website. The 10-day comment period ended on June 7, 2018. The City received three comment letters during the 10-day public comment period – neither objecting, or commenting on the project.

**Decision of the need for an Environmental Impact Statement (EIS)**

In deciding whether a project has the potential for significant environmental effects the RGU shall compare the impacts that may be reasonably expected to occur from the project with the criteria in this part. In deciding whether a project has the potential for significant environmental effects, the following factors shall be considered:

A. Type, extent, and reversibility of environmental effects;
B. Cumulative potential effects of related or anticipated future projects;
C. The extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority; and
D. The extent to which environmental effects can be anticipated and controlled as a result of other available environmental studies undertaken by public agencies or the project proposer, including other EIS's.

One of the primary objectives of the environmental review process is to ensure that decision-makers are fully informed on the potential impacts of a development. In reviewing the EA and the agency comments, it is staff's opinion that the largest environmental impact from this project relates to the transmission line crossing over Lake Hazeltine and adjacent wetlands. These types of impacts have existing layers of agency and public review to ensure the impacts are minimized to the greatest extent possible. Given, that the regulatory framework is in place to effectively deal with the identified environmental impacts of this project. Staff would conclude that requiring an EIS would not be appropriate in this project.

**Findings of Fact – EA for Lake Hazeltine Transmission Line**

1. The EA, in conjunction with this document, contains or references the known studies that provide information or guidance regarding environmental effects that can be anticipated and controlled.
2. No EIS that addresses a similarly sized project is known to be available in the City of Chaska or the surrounding area
3. In light of the results of environmental review and permitting processes for similar projects, the City of Chaska finds that the environmental effects of the project can be adequately anticipated and controlled.

**CITY COUNCIL ACTION REQUESTED**

**Motion to Adopt a Resolution issuing a negative declaration relative to the need for an EIS for the Lake Hazeltine Transmission Line.**

# CITY OF CHASKA
# CARVER COUNTY, MINNESOTA

RESOLUTION

**DATE 06/18/2018 RESOLUTION NO. 2018-82**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

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**A Resolution approving the Negative Declaration on the Need for an Environmental Impact Statement for the Lake Hazeltine Transmission Line**

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WHEREAS, pursuant to Minnesota Environmental Quality Board (EQB) Rules, Chapter 4410, part 4410.4300, subpart 14, the Environmental Review Process, the City of Chaska as the Responsible Governmental Unit prepared an Environmental Assessment (EA) for the Lake Hazeltine Transmission Line; and

WHEREAS, copies of the EA were distributed to all persons on the official EQB mailing list on May 28, 2018; and

WHEREAS, notice of the availability of the EA for public review for a 10-day comment period was published in the EQB Monitor on May 28, 2018; and

WHEREAS, a legal notice was published on the City's website on May 23, 2018 to announce the availability of the EA to interested parties; and

WHEREAS, the 10-day comment period ended on June 7, 2018 and all comments and recommendations received from reviewing agencies have been considered; and

WHEREAS, it has been determined that the proposed actions for the Lake Hazeltine Transmission Line does not have the potential for significant environmental effects;

NOW, THEREFORE, BE IT RESOLVED, that the City of Chaska hereby does make a negative declaration on the need for an Environmental Impact Statement for the Lake Hazeltine Transmission Line.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of June, 2018.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 06/18/2018

**Subject:** **Kindergarten Center Storm Water Management Project**

**Prepared By:** **Matt Clark, City Engineer**

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Chaska is continuing to work with Carver County on storm water improvements at the ISD 112 Kindergarten Center on Village Road. In 2016, due to funding restrictions Carver County was able to complete the first phase of water quality enhancements were constructed to provide treatment over a large portion of the parking lot water runoff that directly drains into Lake Grace. Funding is now available to complete the second phase of improvements which again plans to capture and treat storm water of the parking lot. The attached agreement is again quite straight forward and calls for the City to administer the contract while the County uses funds to provide reimbursement to cover all project construction and design costs.

**CITY COUNCIL ACTION REQUESTED**

Approve the Service Agreement with Carver County for the Storm Water Retrofit Project at the Chaska Kindergarten Center.

**CARVER COUNTY**
**INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICE AGREEMENT**

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through the Public Services Division (hereafter "County") and City of Chaska, MN. (hereafter "Contractor").

**RECITALS**

WHEREAS, the County, wishes to purchase the services of Contractor for stormwater retrofit project management at Chaska Kindergarten Center (ISD 112); and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, and the Contractor agree as follows:

**1. TERM AND COST OF THE AGREEMENT**

This contract shall be in effect from the date of execution by all parties, or from commencement of services hereunder, whichever is first, and shall continue in effect until December 31st, 2018.
The cost of this Agreement shall not exceed $70,000.

**2. SERVICES TO BE PROVIDED AS PER ATTACHED EXHIBIT(S)**

Services shall be provided in accordance with the criteria set forth in the attached Exhibit(s):

Stormwater retrofit services (Exhibit A), the Contractor will manage installment of the stormwater retrofits.

The Contractor guarantees all data, services and material supplied conform to the County's specifications and against inferiority as to specification, such guarantee shall be unconditional.

**3. PAYMENT FOR SERVICES**

Payment for services shall be made directly to the Contractor after completion of services upon the presentation of a claim in the manner provided by law for payment of claims against counties.

If payment under this Agreement is dependent upon the availability of Federal, State, County or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of the County.

In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Time is an essential element of this Contract. If the Contractor fails for any reason, excepting delays caused by uncontrollable circumstances to complete installation of all items before the Contract completion date as set forth in Section 2, it is hereby agreed that the County shall have the right to deduct liquidated damages from any money or monies due or coming due to the Contractor. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional cost and inconvenience incurred by the County.

Contractor certifies that payment for purchased services will be in accordance with rates of payment that do not exceed amounts reasonable and necessary to assure quality of services and, if the services are being purchased from another public agency, the cost reasonably assignable to such services.

For final payment, Contractor shall comply with all requirements contained in Minnesota Statute. §290.92 regarding the withholding of taxes and wages. Contractor shall submit documentation of compliance with its claim for final payment. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement (Form IC-134).Contractor is not entitled to final payment until such documentation is received by the County.

Pursuant to Minnesota Statute § 471.425 the Contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**4. BONDS**

If required and contemporaneous with the execution of this Agreement, Contractor agrees to provide payment and performance bond for the County pursuant to Minnesota Statute §§375.21 & 574.26 and in equal to or greater than the Contract amount. Said bonds shall

guarantee the faithful performance of all obligations required of Contractor under terms of this Contract, including payment of labor and material.

## 5. INDEPENDENT CONTRACTOR

A. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

B. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.

C. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.

D. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on its behalf.

## 6. INDEMNIFICATION AND INSURANCE

Any and all claims that arise or may arise against the Contractor, its agents, servants or employees as a consequence of any act or omission on the part of the Contractor or its agents, servants or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. The Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, consequential damages, expenses, claims or action including attorney fees which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's acts, omission, performance or failure to adequately perform its obligations pursuant to this contract.

It is understood and agreed that the County's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:

A. Commercial General Liability Insurance Policy the following minimum limits:

$3,000,000 Aggregate
$3,000,000 Products and Completed Operations Aggregate
$1,500,000 Personal Injury and Advertising Injury
$1,500,000 Each Occurrence
$ 100,000 Fire Damage Limit
$ 5,000 Medical Expense

The policy should be written on an "occurrence" basis and not a "claims-made" basis.

B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than $1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.

C. Professional Liability Insurance (when required) the following minimum limits apply:

$3,000,000 Aggregate
$1,500,000 per claim

D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.

E. Worker's Compensation Insurance.

F. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the County with an original Certificate of Insurance listing the County as an "Additional Insured" in all coverage areas including Excess Umbrella Liability or Excess Umbrella follows form language except Worker's Compensation and Professional Liability.

## 7. DATA PRIVACY/DATA OWNERSHIP

A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13. The person responsible for release of all data under this Agreement shall be the Division Director of the County employee identified in provision 10.

B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)

If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

C. Release.
No data may be released by the Contractor to a third party without the express consent of the County's representative as indicated below – this includes any media relations.

D. Ownership.
Ownership of all data prepared for or by the County whether having commercial value or not shall remain with the County. Any reports, studies, photographs, negatives or other documents or any other form of data prepares by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the County, and all such material or data shall be remitted to the County by the Contractor upon completion, termination or cancellation of this contract. The Contractor shall not use, allow, or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the County.

## 8. RECORDS: AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

## 9. MERGER AND MODIFICATION

A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

## 10. DEFAULT AND CANCELLATION

A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, such failure shall constitute default. Unless the Provider's default is excused by the County, the County may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.

B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

C. Unless Contractor's default is excused under the terms of this Contract the County may recover from Contractor such damages as it may sustained by reason of additional administrative costs, expenses of re-awarding the contract and other damages sustained by the County by reason of delay, price changes, loss of other contracts, loss of income, inability of the County to fulfill other contracts, loss of other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Contractor.

D. Representatives for each of the parties to this Agreement are as listed below:

| **Contractor** | **County/Division** |
|---|---|
| Name: Mr. Matthew Clark<br>City of Chaska, MN | Name: Mr. Paul Moline - PWM Dept<br>Carver County Public Services Division |
| Address: One City Hall Plaza<br>Chaska, MN 55318 | Address: 600 E. Fourth Street<br>Chaska, MN 55318 |
| Phone: (952) 227-7703 | Phone: (952) 361-1825 |
| E-mail: mclark@chaskamn.com | E-mail: pmoline@co.carver.mn.us |

E. The County and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate their effects.

## 11. SUBCONTRACTING AND ASSIGNMENT

A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all

Subcontractors. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor to the general terms of this Contract.

B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

## 12. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following:
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to, discrimination under any and all applicable Federal and State laws against discrimination.

## 13. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the County, the Contractor shall provide copies of any licenses and/or training records for contractor and/or contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

## 14. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

A. Nonwaiver.
Nothing in this Agreement shall constitute a waiver by the County of any statute of limitations or exceptions on liability. If the County does not enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

B. Severability.
If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire

Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

C. Applicable Laws.
The Laws of the State of Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

D. Responsible Contractor.
The contractor specifically acknowledge and agree to meet all applicable requirements and standards as a Responsible Contractor as defined in Minnesota Statute Section 16C.285 (2014) as amended and any administrative rule promulgated to implement the Minnesota Statute Section 16C.285.

**15. SECTION HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**16. THIRD PARTIES**

This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary.

**17. CONFLICT OF INTEREST**

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

**18. PREVAILING WAGE**

Employees, laborers subcontractors of the Contractor pursuant to this Agreement working or receiving employment and training services for which financial assistance, including grants, loans and tax abatement to a person engaged in manufacturing or sale of goods and services as defined by Minnesota Statute § 116J.871, subdivision 1(c) and is provided by the State of Minnesota shall be paid the prevailing wage as defined by Minnesota Statute § 177.42, subdivision 6.

Contractor, having signed this Agreement, and the Carver County Board of Commissioners having duly approved such on the ____ day of _____ , 20__ and pursuant to the proper County and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

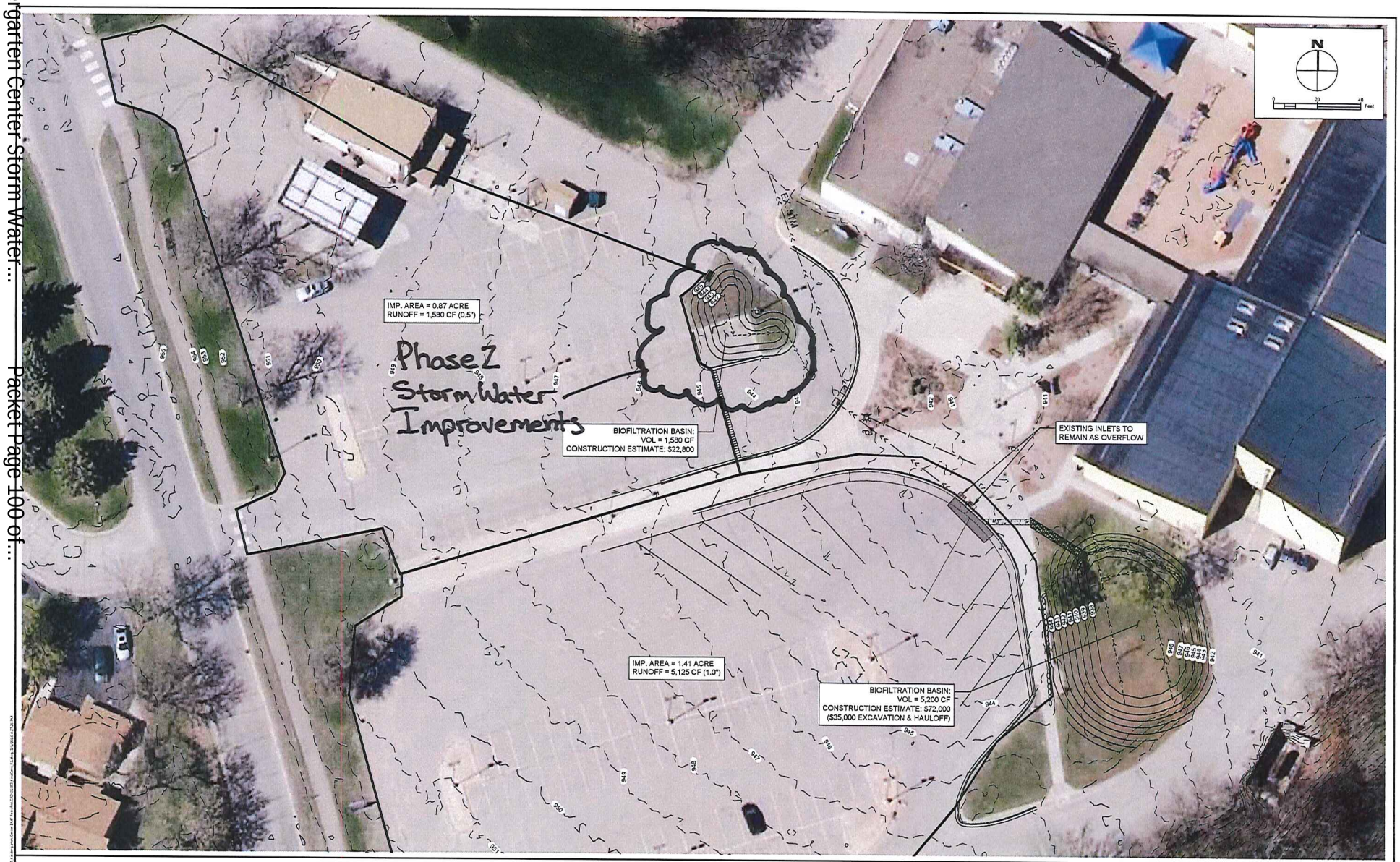
COUNTY OF CARVER
STATE OF MINNESOTA

_____
Contractor/Date

_____
Chairperson, County Board/Date

_____
County Administrator/Date

County Contract Type:
PSA Over $25K - 2013




**CIVIL METHODS, INC.**
1551 Livingston Avenue, Suite 104
West St. Paul, MN 55118
o:763.210.5713 | www.civilmethods.com

**CARVER COUNTY WMO**
600 East 4th Street
Chaska,MN 55318

**BMP CONCEPT LAYOUT**
KINDERGARTEN CENTER BMP RETROFITS
Chaska, MN

C100

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 06/18/2018

**Subject:** **Approving Formacoat Site Demolition Construction Documents and Authorizing Solicitation of Public Bids**

**Prepared By:** **Matt Clark, City Engineer**

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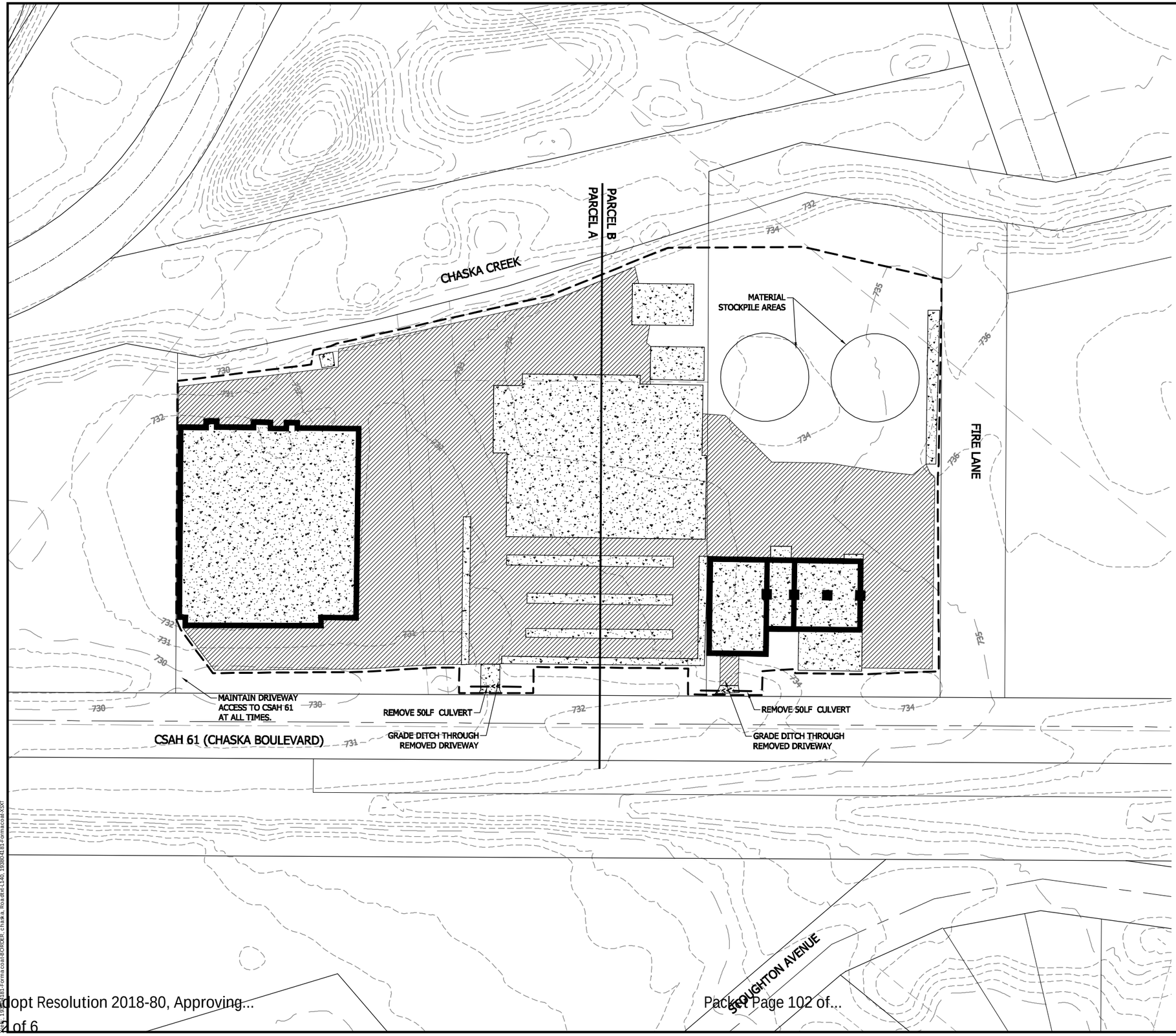
Consistent with the City's plan to provide redevelopment opportunities to the former building center/public works site, the area requires demolition of the existing blacktop and concrete surfacing. Since the City EDA has a pending agreement that provides that the City complete demolition over the planned Formacoat building area site, staff is recommending a full removal of the surfacing within the overall EDA property to accommodate both current and future development. Construction plans for the demolition work are attached for Council's consideration.

**CITY COUNCIL ACTION REQUESTED**

Motion to adopt a Resolution approving the construction documents for the Formacoat Site Demolition Project and authorizing the solicitation of public bids.

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. ALL THE COPYRIGHTS TO ALL DESIGNS AND DRAWINGS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

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## GRADING INFORMATION

952 — EXISTING CONTOUR MINOR
950 — EXISTING CONTOUR MAJOR
CONSTRUCTION LIMITS

## REMOVAL LEGEND

CONCRETE SURFACING REMOVAL

BITUMINOUS SURFACING REMOVAL

FOUNDATIONS REMOVAL

GENERAL SITE REMOVAL NOTES:

1. AT LEAST 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY IN THE AREA OF THIS PROJECT, THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND DEPTH OF ANY UTILITIES WITH THE APPROPRIATE COMPANY. LOCATIONS AND INFORMATION CAN BE OBTAINED BY CALLING GOPHER STATE ONE CALL AT 651-454-0002.
2. THE CONTRACTOR SHOULD EXPECT TO FIND TELEPHONE LINES, ELECTRIC LINES, GAS MAIN, AND OTHER PUBLIC UTILITIES WITHIN THE CONSTRUCTION LIMITS. THE CONTRACTOR IS RESPONSIBLE TO VERIFY THE LOCATION, SIZE, AND DEPTH OF ALL UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
3. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE CONDITIONS OF THE SITE.
4. SAWCUT A CLEAN EDGE BETWEEN PAVEMENTS TO REMAIN AND PAVEMENTS TO BE REMOVED.
5. CONTRACTOR SHALL KEEP ALL EQUIPMENT, MATERIALS, VEHICLES, CONSTRUCTION TRAILERS, ETC. WITHIN SITE LIMITS.
6. CONTRACTOR IS RESPONSIBLE FOR SECURING, PROVIDING, MAINTAINING AND REGULATING ALL SAFETY PROTECTION FOR OVERHEAD AND BURIED POWER LINES.
7. THE RELOCATION AND/OR PROTECTION OF ALL EXISTING UTILITIES MUST BE COORDINATED BY THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR EXTRA TIME AND EFFORT OR PROVISIONS NECESSARY TO WORK AROUND OR UNDER ANY UTILITIES.
8. ALL EROSION CONTROL DEVICES AND SITE UTILIZATION FENCES MUST BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
9. CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND MAINTAINING EXCAVATIONS.
10. CARE MUST BE TAKEN DURING CONSTRUCTION AND EXCAVATION TO PROTECT ANY SURVEY MONUMENTS AND/OR PROPERTY IRONS.
11. UNLESS NOTED OTHERWISE, ALL TREES, STRUCTURES, AND FENCES SHOULD BE PROTECTED.
12. AFTER REMOVALS ARE COMPLETED, GRADE SITE SUCH THAT IT IS SMOOTH, FREE OF RUTS, DEPRESSIONS, OR PILES OF SOIL/DEBRIS.
13. DITCH GRADING: GRADE DITCH THROUGH REMOVED DRIVEWAY AREAS PROVIDING A SMOOTH, UNIFORM DITCH SECTION, MAINTAINING DRAINAGE DIRECTION. INSTALL 4" TOPSOIL AND SEED.

Stantec
2335 Highway 36 W
St. Paul, MN 55113
www.stantec.com

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.

PRINT NAME: DAVID AHRENS
SIGNATURE:
DATE: June 1, 2018
LIC. NO. 21711

# CITY OF CHASKA, MN
## FORMACOAT SITE DEMO
REMOVALS PLAN

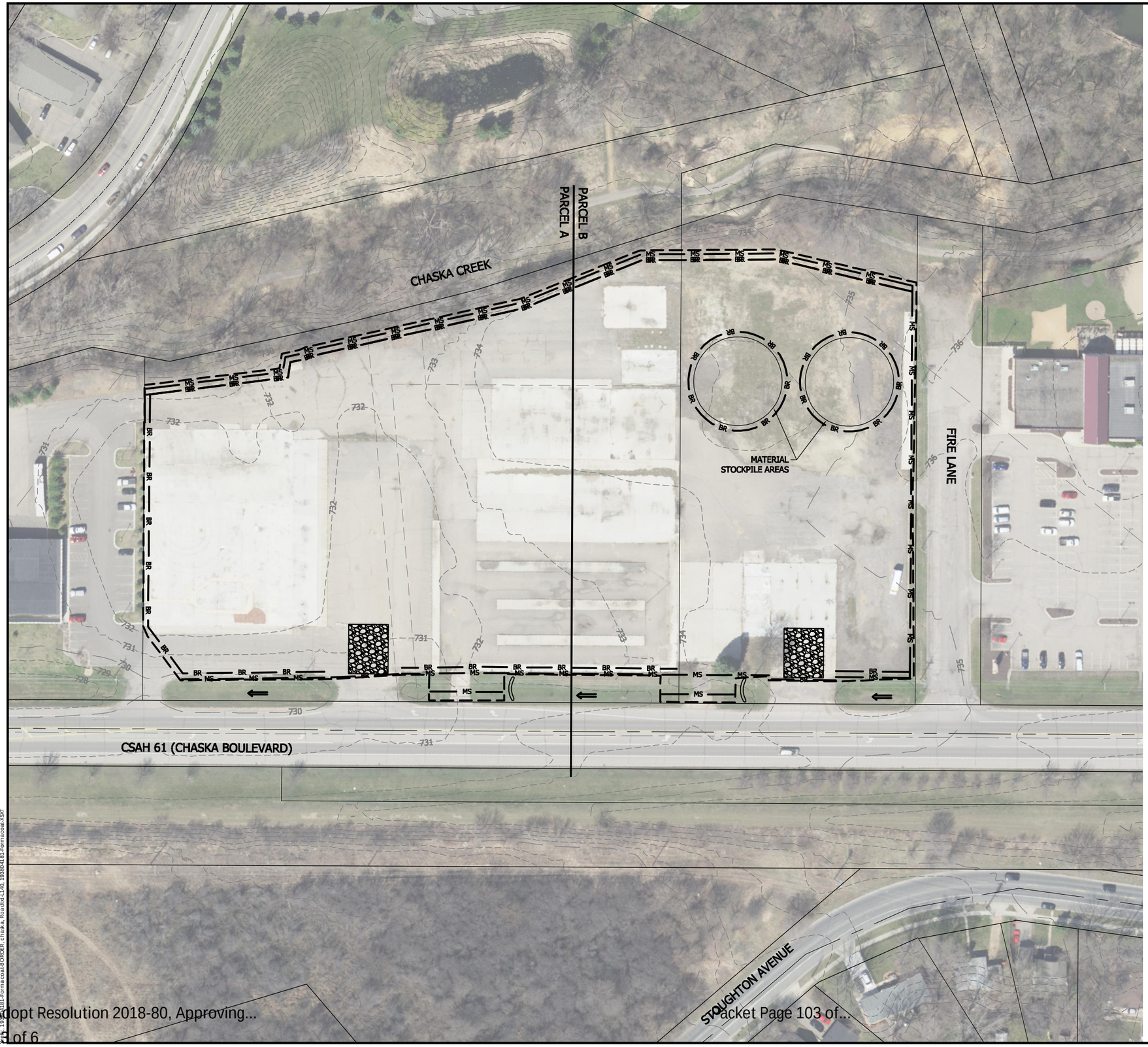
| NO | REVISION | DATE |
|---|---|---|
| | | |

| | |
|---|---|
| SURVEY | #### |
| DRAWN | #### |
| DESIGNED | #### |
| CHECKED | #### |
| APPROVED | #### |
| PROJ. NO. | 193804181 |

SHEET NUMBER
C0.01

Date Plotted: 01/20/18 - 10:05am
Plotted By: Ahrens, David
Xrefs: 193804181-Formacoat-HORIZ.dwg, 193804181-Formacoat-VERT.dwg, 193804181-Formacoat-ORTHO.dwg, 193804181-Formacoat-ORDER, chaska Roundtrip140, 193804181-FormacoatXST
Data Path: I:\CAD\Dwg\Formacoat\193804181-Formacoat\C001.dwg

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ALL DESIGNS, DRAWINGS AND SPECIFICATIONS ARE THE COPYRIGHTED PROPERTY OF STANTEC AND WERE PREPARED FOR USE ON THIS PROJECT ONLY AND SHALL NOT BE USED FOR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF STANTEC. REPRODUCTION OF THE COPYRIGHTS TO ALL DESIGNS AND DRAWINGS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

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## GRADING INFORMATION

952 — EXISTING CONTOUR MINOR
950 — EXISTING CONTOUR MAJOR
CONSTRUCTION LIMITS

## EROSION CONTROL LEGEND

- MS — MACHINE SLICED SILT FENCE
- BR — SEDIMENT CONTROL LOG
- CONCENTRATED SURFACE FLOW
- DITCH CHECK - BIOLOG
- CONSTRUCTION ENTRANCE / EXIT

EROSION AND SEDIMENT CONTROL NOTES:

1. ALL PERMITTEES, CONTRACTORS, AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PLAN AND THE STATE OF MINNESOTA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PHASE II PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS AND IS RESPONSIBLE TO COMPLY WITH ALL REQUIREMENTS STATED WITHIN.
2. THE BMP'S SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES, THE PERMITTEE/CONTRACTOR SHALL ANTICIPATE THAT ADDITIONAL BMP'S MAY BE REQUIRED AS SITE CONDITIONS CHANGE AND SHALL PROVIDE ADDITIONAL BMP'S TO MEET APPLICABLE REQUIREMENTS.
3. ALL WORK AND MATERIALS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLANS AND SWPPP. ANY DEVIATION FROM THE APPROVED PLANS SHALL REQUIRE WRITTEN APPROVAL FROM THE OWNER.
4. GRADING OPERATIONS SHALL MINIMIZE THE POTENTIAL FOR EROSION.
5. ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY REMOVAL WORK AND SHALL BE MAINTAINED UNTIL THE POTENTIAL FOR EROSION HAS BEEN ELIMINATED.
6. ADJACENT STREETS MUST BE SWEPT TO KEEP THEM FREE OF SEDIMENT. CONTRACTOR MUST MONITOR CONDITIONS AND SWEEP AS NEEDED OR WITHIN 24 HOURS OF NOTICE BY THE OWNER, CITY OR ENGINEER.

Stantec
2335 Highway 36 W
St. Paul, MN 55113
www.stantec.com

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.
PRINT NAME DAVID AHRENS
SIGNATURE
DATE June 1, 2018
LIC. NO. 21711

CITY OF CHASKA, MN
FORMACOAT SITE DEMO
TEMPORARY EROSION AND SEDIMENT CONTROL PLAN

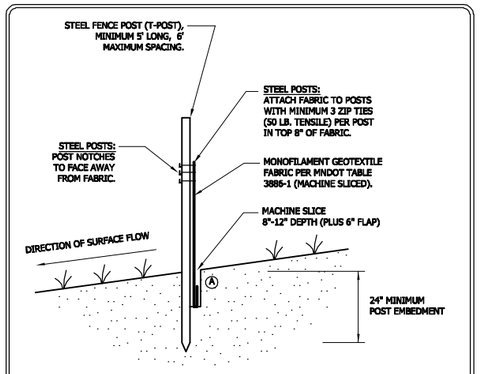
| NO | REVISION | DATE |
|---|---|---|
| | | |

| | |
|---|---|
| SURVEY | #### |
| DRAWN | #### |
| DESIGNED | #### |
| CHECKED | #### |
| APPROVED | #### |
| PROJ. NO. | 193804181 |

SHEET NUMBER
C2.01

Date: 06/01/2018 - 10:08am
User: jeff.ahrens
Path: K:\MSP\193804181\CAD\Dwg\Formacoat\193804181-Formacoat-C201.dwg
Xrefs: 193804181-Formacoat-BORDER, Chaska, Road Plot-Lt40, 193804181-Formacoat-SSV

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC IMMEDIATELY. ©2018 STANTEC. ALL RIGHTS RESERVED. THE COPYRIGHTS TO ALL DESIGNS AND DRAWINGS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.



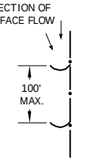

**NOTE:**
**THE MACHINE SLICED METHOD (THIS DETAIL) IS THE STANDARD SILT FENCE INSTALLATION METHOD. HEAVY DUTY (ERO-1B) SILT FENCE INSTALLATION METHODS SHOULD ONLY BE USED WHEN APPROVED OR DIRECTED BY THE CITY.**

**A COMPACTION:**
**AFTER "SLICING" IN THE FABRIC AND *BEFORE* INSTALLATION OF STEEL POSTS, DRIVE INSTALLATION EQUIPMENT OVER THE "SLICE" WHILE FABRIC IS LAYING ON THE GROUND. *THEN* INSTALL THE POSTS AND PULL UP FABRIC TO ATTACH AT A UNIFORM HEIGHT.**

Stantec — SILT FENCE MACHINE SLICED — CHASKA, MN — LAST REVISION: APRIL 2011 — PLATE NO. ERO-1A

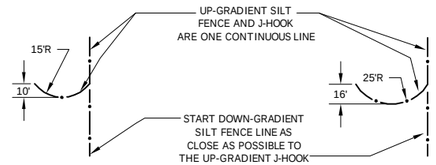
PLAN VIEW

I. SPACING REQUIREMENTS



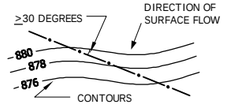

NOTE: SPACING DISTANCES WILL VARY, BUT ARE NOT TO EXCEED 100 FEET.

II. SIZING REQUIREMENTS: J15, J25



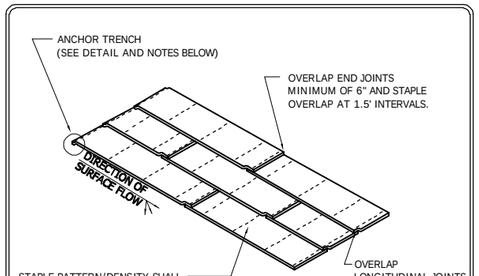

J15 - FOR CATCHMENT AREA <0.25 ACRES

J25 - FOR CATCHMENT AREA ≥0.25 ACRES

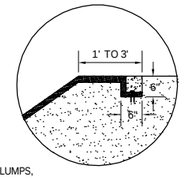



NOTE: J-HOOKS SHALL BE USED WHEN THE SILT FENCE IS INSTALLED AT AN ANGLE OF 30 DEGREES OR GREATER FROM PARALLEL TO THE CONTOURS.

Stantec — SILT FENCE J-HOOK — CHASKA, MINNESOTA — LAST REVISION: APRIL 2008 — PLATE NO. ERO-1D

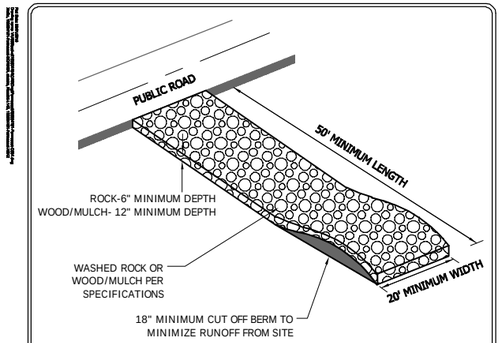



ANCHOR TRENCH
1. DIG 6" X 6" TRENCH
2. LAY BLANKET IN TRENCH
3. STAPLE AT 1.5' INTERVALS
4. BACKFILL WITH NATURAL SOIL AND COMPACT
5. BLANKET LENGTH SHALL NOT EXCEED 100' WITHOUT AN ANCHOR TRENCH



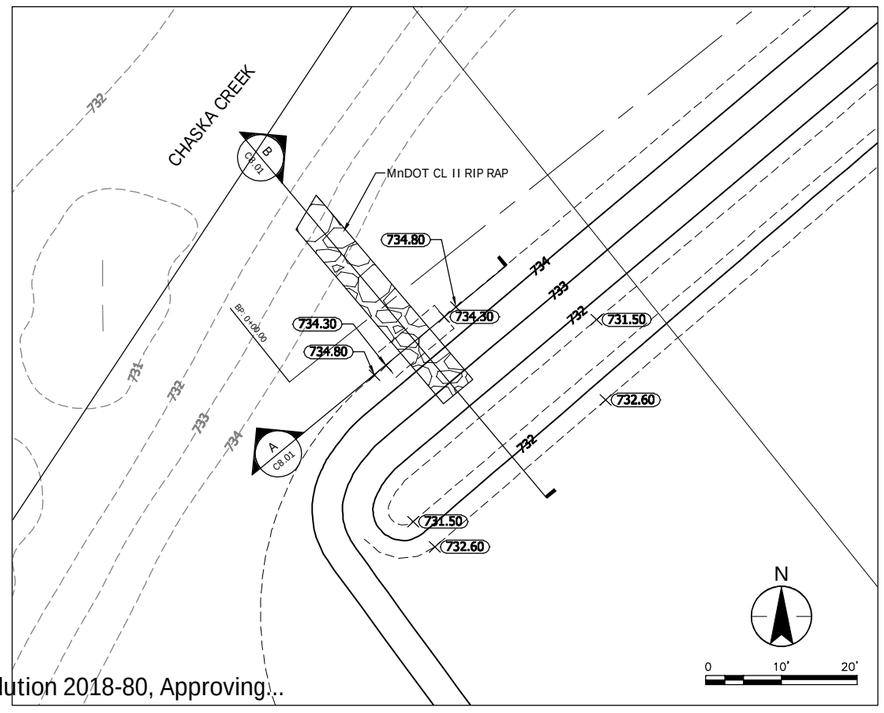

NOTE: SLOPE SURFACE SHALL BE FREE OF ROCKS, SOIL CLUMPS, STICKS, VEHICLE IMPRINTS, AND GRASS. BLANKETS SHALL HAVE GOOD SOIL CONTACT.

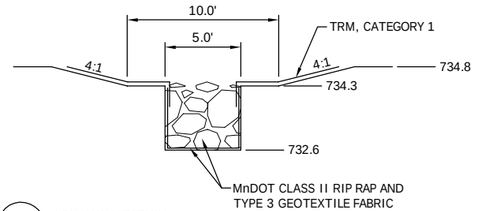
Stantec — EROSION CONTROL BLANKET INSTALLATION — CHASKA, MINNESOTA — LAST REVISION: APRIL 2008 — PLATE NO. ERO-2



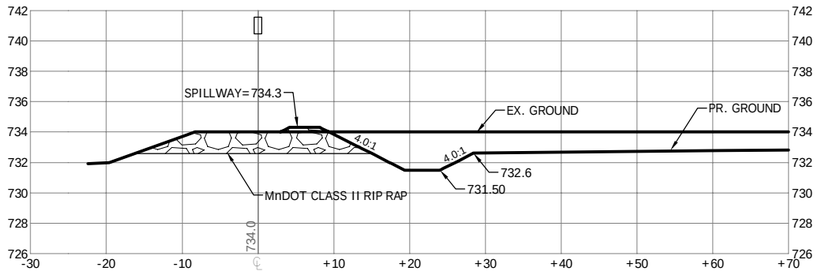

NOTES:
1. MnDOT 3733 TYPE 4 FILTER FABRIC SHALL BE PLACED UNDER ROCK OR MULCH TO STOP MUD MIGRATION THROUGH MATERIAL.
2. FUGITIVE ROCK OR MULCH WILL BE REMOVED FROM ADJACENT ROADWAYS DAILY OR MORE FREQUENTLY AS NECESSARY.
3. CONSTRUCTION ENTRANCE MUST BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF GRADING OPERATIONS ON THE SITE.
4. THE ENTRANCE MUST BE MAINTAINED IN PROPER CONDITION TO PREVENT TRACKING OF MUD OFF THE SITE. THIS MAY REQUIRE PERIODIC TOPDRESSING WITH ADDITIONAL ROCK, WOOD/MULCH, OR REMOVAL AND REINSTALLATION OF THE PAD.
5. THIS ENTRANCE WILL BE USED BY ALL VEHICLES ENTERING OR LEAVING THE PROJECT.
6. THE CONSTRUCTION ENTRANCE WILL BE REMOVED PRIOR TO THE PLACEMENT OF BITUMINOUS SURFACING.

Stantec — ROCK CONSTRUCTION ENTRANCE — CHASKA, MINNESOTA — LAST REVISION: APRIL 2008 — PLATE NO. ERO-7




A C8.01 SPILLWAY SECTION




B C8.01 SPILLWAY SECTION

Stantec
2335 Highway 36 W
St. Paul, MN 55113
www.stantec.com

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.
PRINT NAME: DAVID AHRENS
SIGNATURE:
DATE: June 1, 2018
LIC. NO. 21711

CITY OF CHASKA, MN
FORMACOAT SITE DEMO
SITE DETAILS

| NO | REVISION | DATE |
|---|---|---|

| | |
|---|---|
| SURVEY | #### |
| DRAWN | #### |
| DESIGNED | #### |
| CHECKED | #### |
| APPROVED | #### |
| PROJ. NO. | 193804181 |

SHEET NUMBER
C8.01

Date: 6/01/2018 - 10:16am
User: jason.vanhanen
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Xrefs: J:\193804181-Formacoat\BORDER - chaska, Roadway-L40_193804181-Formacoat-XS02

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

**DATE** 06/18/2018 **RESOLUTION NO.** 2018-80

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

## A RESOLUTION APPROVING CONSTRUCTION DOCUMENTS FOR THE FORMACOAT SITE DEMOLITION PROJECT AND AUTHORIZING SOLICITATION OF PUBLIC BIDS

**WHEREAS,** the Chaska City Council adopted Resolution No. 2018-37 on April 2, 2018, regarding support of a job creation fund application in Connection with FormaCoat LLC;

**WHEREAS,** as a condition in a pending purchase agreement, the City agrees to remove all concrete from the development site;

**WHEREAS**, to gain efficiencies, the City will ultimately remove concrete from the entire 7.5 acre EDA parcel;

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

1. Such plans and specifications as prepared by Stantec, copies of which are attached hereto and made a part hereof, are hereby approved;

2. Further, the City Clerk shall prepare and cause to be published in the Chaska Herald an advertisement for bids upon the making of such improvements under such approved plans and specifications. Said bid process shall adhere to all provisions of State Statute 429.041.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of June 2018.

_____
Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 06/18/2018

**Subject: Plat Correction – Club West 7th Addition**

Prepared By: Elizabeth Hanson, City Planner

---

On May 21, 2018, the City Council adopted Resolution #2018-61, approving the final plat of Club West 7th Addition. Club West 7th Addition is located to the east of Savanna Way and south of Creek Road, and being developed by Traditions.

Chaska Bluffs, another plat just east of this development and being developed by John Klingelhutz, was also approved this year (March 19, 2018). A portion of the Chaska Bluffs plat will be acquiring land from Club West and this plat correction will help facilitate that agreement between the two parties, Klingelhutz and Traditions.

The plat correction is essentially creating a separate outlot (Outlot D) that will be used to deed to the Chaska Bluffs plat. Please note, this correction does not meaningfully change either plats in any way, rather it is meant to facilitate the land transfer that was intended between the two parties. Chaska Bluffs will also have to come in for a plat correction to reflect the modification made tonight.

**CITY COUNCIL ACTION REQUESTED**

Motion to adopt a Resolution, approving the correction to the plat of Club West 7th Addition.

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

**RESOLUTION**

**DATE 06/18/2018 RESOLUTION NO. 2018-83**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

---

**Resolution approving the Plat Correction for Club West 7th Addition**

---

WHEREAS, on May 21, 2018, the City Council adopted Resolution #2018-61, approving the final plat of Club West 7th Addition; and

WHEREAS, Chaska Bluffs, another plat just east of this development and being developed by John Klingelhutz, was also approved this year (March 19, 2018); and

WHEREAS, a portion of the Chaska Bluffs plat will be acquiring land from Club West and this plat correction will help facilitate that agreement between the two parties, Klingelhutz and Traditions; and

WHEREAS, the plat correction is essentially creating a separate outlot (Outlot D) that will be used to deed to the Chaska Bluffs plat; and

WHEREAS, this correction does not meaningfully change either plats in any way, rather it is meant to facilitate the land transfer that was intended between the two parties; and

WHEREAS, Chaska Bluffs will also have to come in for a plat correction to reflect the modification made tonight; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the plat correction for Club West 7th Addition, subject to the aforementioned stipulations and the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Club West 7th Addition Final Plat (pgs 1-4), submitted by Alliant Engineering

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of June, 2018.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 06/18/2018

**Subject:** **Joint Powers Agreement (JPA) with Carver County for a Corridor Study on County State Aid Highway/Highway 10 (Engler Boulevard)**

**Prepared By:** **Matt Clark, City Engineer**

---

Carver County proposes to complete a corridor to evaluate the needs for future highway improvements along CSAH 10 (Engler Boulevard) as noted on the attached exhibit, from approximately CSAH 41 (Church Lake Blvd.) to CSAH 61 (Chaska Blvd.) The study plans to determine both local and regional transportation system improvements including but not limited to future roadway cross-section and preferred alternatives, access plan, environmental considerations, and an implementation plan to accommodate existing and planned land uses in the area, and other study components.

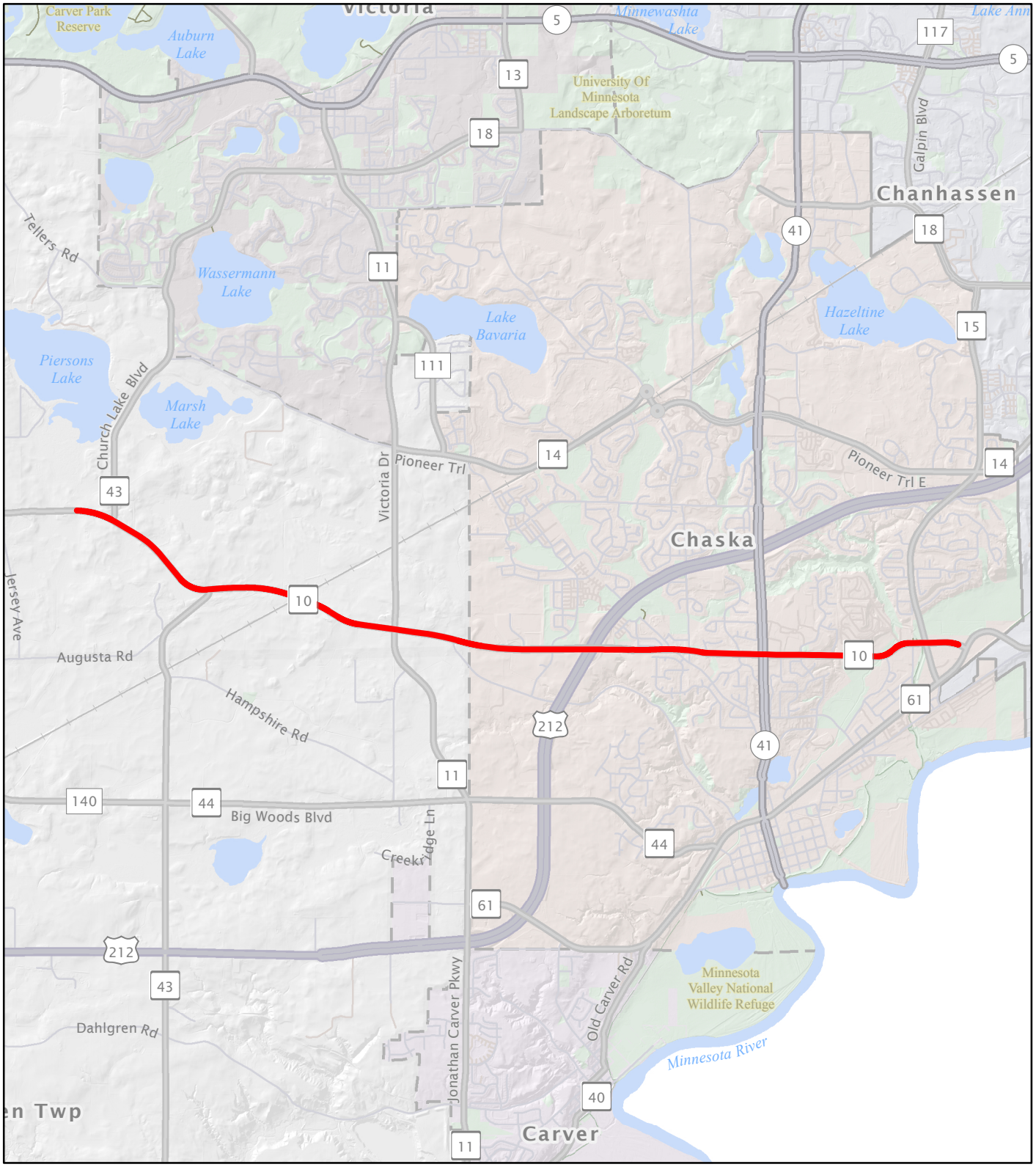
Like the most recent CSAH 61/TH 41 corridor study, the implementation plan intends to provide a guide for improvement needs and identify associated costs. By completing the study it will also allow the City/County flexibility in identifying funding needs and grant opportunities. The timing of the study aligns well with the current state and federal grant funding applications that are programmed for availability in 2020.

The County has secured a proposal to complete the study with the total costs of $319,605. Since the study will include both County and City improvement needs along the corridor, Carver County proposes a cost share split. As noted in the agreement, the City's portion is 25% of the costs which equates to approximately $80,000. Staff is recommending the approval of the corridor study and plans to work closely with the County throughout the study process.

**CITY COUNCIL ACTION REQUESTED**

Approve the Joint Powers Agreement with Carver County for the Corridor Study on County State Aid Highway/County Highway 10 (Engler Boulevard).

# CSAH 10 Corridor Study




This map was created using a compilation of information and data from various City, County, State, and Federal offices. It 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.

0 5,000 Feet

CARVER COUNTY

Public Works Division
11360 Hwy 212, Suite 1
Cologne, MN 55322
(952) 466-5200
Created: 4/27/2018

# JOINT POWERS AGREEMENT FOR CORRIDOR STUDY ON COUNTY STATE AID HIGHWAY/COUNTY HIGHWAY ____

**THIS AGREEMENT FOR A CORRIDOR STUDY ON COUNTY STATE AID HIGHWAY/COUNTY HIGHWAY 10,** ("Agreement") is made and entered into as of the _____day of _____, 20___, by and between the City of Chaska ("City"), and the County of Carver ("County") (each sometimes hereinafter called "Party" and both sometimes collectively "Parties") the Parties being governmental and political subdivisions of the State of Minnesota.

**WITNESSETH:**

**WHEREAS,** each of the Parties has the authority to construct, maintain, repair, and improve public streets within their respective jurisdictions; and

**WHEREAS,** County State Aid Highway/County Highway 10 (CSAH/CH 10) is a duly dedicated public street, located within the corporate limits of City and County; and

**WHEREAS,** the Parties recognize the need for future highway improvements and desire to undertake a joint study project and to share the costs of such study as herein provided; and

**WHEREAS,** the authority of the Parties to enter into this Agreement is provided by Minnesota Statutes, Section 471.59.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto do covenant and agree as follows:

## ARTICLE I
## THE AGREEMENT

**Section 1.01. Purposes.** The purpose of this Agreement is to define the rights and obligations of the City and the County with respect to the Project and the sharing of the costs of the Project.

**Section 1.02. Cooperation.** The City and the County shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner. The Project will be open to inspection of duly authorized representatives of the Parties at any time during normal business hours and as often as reasonably deemed necessary.

**Section 1.03. Relationship To Other Contracts.** This Agreement shall be construed so as to give the fullest effect to its provisions, consistent with the provisions of the other contracts and documents referred to above.

**Section 1.04. Term.** The term of this Agreement shall be for a period commencing on the date hereof and terminating on the date the Project is completed, accepted by the Parties and all

amounts owed by one Party to the other have been paid in full.

**Section 1.05. Recitals.** The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

**Section 1.06 Enabling Authority.** Minnesota Statutes, Section 471.59, authorizes two or more governmental units to jointly exercise any power common to the contracting Parties.

## ARTICLE II
## DEFINITIONS

**Section 2.01. Definitions.** In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

(a) **Agreement:** this Agreement, as it may be amended, supplemented, or restated from time to time.

(b) **City:** the City of Chaska.

(c) **City/County Costs:** the direct and indirect costs of City and County employees performing services on behalf of the Project, and other incidentals.

(d) **City Representative:** Matt Clark, P.E., City of Chaska Engineer.

(e) **Concept Phase Professional Services Costs:** the fees and costs for all professional services performed in concept phase activities for the Project.

(f) **County:** Carver County.

(g) **County Representative:** Lyndon Robjent, P.E., Carver County Engineer.

(h) **Project:** a corridor study of CSAH 10 (Engler Blvd.), from approximately CSAH 43 (Church Lake Blvd.) to CSAH 61 (Chaska Blvd.) to determine the transportation system improvements including but not limited to future roadway cross-section and preferred alternative, access plan, environmental considerations, and implementation plan to accommodate existing and planned land uses in the immediate area, and other study incidentals.

(i) **Project Location:** CSAH/CH 10 from approximately CSAH 43 (Church Lake Blvd.) to CSAH 61 (Chaska Blvd.), as generally depicted in **Exhibit A**.

## ARTICLE III
## ALLOCATION OF DUTIES

**Section 3.01. Concept Phase Activities.** Concept and design phase activities, including, but not limited to, field surveys, right of way plats, design, engineering, and other matters, shall be

completed by the Parties as follows:

County will complete, and procure professional services if deemed necessary, for all Concept Phase Activities of the Project.

## ARTICLE IV
## PROJECT COST SHARING

**Section 4.01. Allocation.**

(a) The Concept Phase Professional Services Costs for all items shall be divided between the Parties as follows:

The County agrees to pay 75 percent and City agrees to pay 25 percent of the professional services costs for the Project.

(b) All other costs including, but not limited to City/County Costs, shall be allocated between the Parties as follows:

The County and City agree to not invoice each other for direct and indirect internal staff costs for the Project.

**Section 4.02. Adjustments and Reconciliation.** To the extent that the actual value of any item included in an invoice cannot be accurately determined at the time of submission of the invoice, such item shall be invoiced on an estimated basis and an adjustment shall be made to reflect the difference between such estimated amount and the actual amount of such item on the next invoice after determination of the actual amount.

Prior to final acceptance of the Project, the designated county representative shall provide City with a reconciliation of all costs for the Project and the respective contributions of the Parties for the review and approval of the Parties.

**Section 4.03. Payment to County.** The City agrees to reimburse the County for costs incurred, pursuant to Section 4.01. The City is responsible to pay these monies to the County within thirty (30) days of being invoiced for costs incurred or services performed. Costs will be invoiced at the completion of each project phase and upon final acceptance of the project, unless an alternate schedule is mutually agreed upon in writing by the authorized representatives of the Parties.

After an award by the County to the selected consultant on the Project, County shall invoice the City to deposit with the County the estimated City's share in the Project Costs to be paid as follows: [To be updated with city preferred invoice plan. *Example language: first invoice at beginning of the contract / project - $30,000; second invoice at mid-point of project on January 1, 2019; $30,000; and third invoice upon completion of project for remainder of balance.*]

**Section 4.04. Payment to City.** The County agrees to reimburse the City for costs incurred, pursuant to Section 4.01. The County is responsible to pay these monies to the City within thirty (30) days of being invoiced for costs incurred or services performed. Costs will be invoiced at the completion of each project phase and upon final acceptance of the project, unless an alternate schedule is mutually agreed upon in writing by the authorized representatives of the Parties.

## ARTICLE V
## GENERAL PROVISIONS

**Section 5.01. Notices.** All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to City and County, certified mail, return-receipt requested, at the following address:

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

**County:** Lyndon Robjent, PE
County Engineer
Carver County Public Works
11360 Hwy 212 West, Suite 1
Cologne, MN 55322

Either Party may change its address or authorized representative by written notice delivered to the other Party pursuant to this Section 5.01.

**Section 5.02. Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

**Section 5.03. Survival of Terms, Representations and Warranties.** The representations, warranties, covenants, and agreements of the Parties under this Agreement, and the remedies of either Party for the breach of such representations, warranties, covenants, and agreements by the other Party shall survive the execution and termination of this Agreement. The terms of Sections 5.14, 5.15, 5.16 and 5.17 shall survive the expiration, termination or withdrawal from this Agreement.

**Section 5.04. Non-Assignability.** Neither the City nor the County shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

**Section 5.05. Alteration.** It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all Parties.

**Section 5.06. Waiver.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any Party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**Section 5.07. Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

**Section 5.08. Interpretation According to Minnesota Law.** The Laws of the State of Minnesota shall apply to this Agreement.

**Section 5.09. Headings.** The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the Parties as expressed in this Agreement.

**Section 5.10. Further Actions.** The Parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

**Section 5.11. Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

**Section 5.12. Employees.** It is further agreed that any and all full-time employees of County and all other employees of said County engaged in the performance of any work or services required or provided for herein to be performed by the County shall be considered employees of County only and not of City and that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third Parties as a consequence of any act or omission on the part of County employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of County.

It is further agreed that any and all full-time employees of City and all other employees of said City engaged in the performance of any work or services required or provided for herein to be performed by City shall be considered employees of City only and not of County and that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third Parties as a consequence of any act or omission on the part of said City employees which so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of City.

**Section 5.13. Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Statutes, Section 471.59, Subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Statutes, Section 466.04, Subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. la(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

**Section 5.14. Records – Availability and Access**

A. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the City agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City and involve transactions relating to this Agreement.

   City agrees to maintain these records for a period of six years from the date of termination of this Agreement.

B. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the County agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the County and involve transactions relating to this Agreement.

County agrees to maintain these records for a period of six years from the date of termination of this Agreement.

**Section 5.15. Data Practices**. Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

**Section 5.16. Nondiscrimination.** During the performance of this Agreement, the City and the County agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment right in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

**Section 5.17. Default and Withdrawal.** Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the non-defaulting Party, the non-defaulting Party may, upon written notice to the defaulting Party representative listed herein, cancel this Agreement in its entirety as indicated below.

Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days' prior written notice to the other Parties herein. Only the governing bodies of the Participating Parties have authority to act pursuant to this provision of the Agreement.

**Section 5.18. Third Party.** This Agreement does not create any rights, claims or benefits inuring to any person that is not a Party hereto nor create or establish any third Party beneficiary.

**IN TESTIMONY WHEREOF**, The Parties hereto have caused these presents to be executed.

| ***City of Chaska, Minnesota*** | ***County of Carver, Minnesota*** |
|---|---|
| _____ | _____ |
| Mayor | County Board Chair |
| Date:_____ | Date:_____ |
| ***Attest:*** | ***Attest:*** |
| _____ | _____ |
| Administrator/Clerk | County Administrator |
| Date:_____ | Date:_____ |
| ***Approved As To Form:*** | ***Approved As To Form:*** |
| _____ | _____ |
| Attorney | County Attorney |
| Date:_____ | Date:_____ |

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 06/18/2018

**Subject:** **Public Hearing: Establishing Redevelopment Tax Increment Financing District No. 21, Adoption of TIF Plan, and Authorizing Execution of Parking Agreement for the Hot Spot Redevelopment**

Prepared By: Nate Kabat

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**Background**
At its January 8, 2018 meeting, Chaska EDA approved purchase agreements to transfer ownership of property at 650 Chestnut Street from Carver Property Management A&K, LLC through the Chaska EDA to Chaska Growth Holdings, LLC. This property historically served as the Hot Spot gas station but has been vacant for a number of years and has fallen into disrepair. Chaska Growth Holdings, LLC, currently owns property at 700 Chestnut St.

In addition to this transaction approved on January 8, the Chaska EDA and Chaska Growth Holdings, LLC, have been in negotiations with the CDA to include its parking lot property 710 Chestnut St. in the project as well. Including the CDA's property will allow property at 650, 700, and 710 Chestnut to be combined to maximize the redevelopment potential of the site.

This transfer of property supports the City's and the developer's goal to redevelop the property and return it to a productive use. The purchase agreement with Chaska Growth Holdings states that a TIF is to be established to support the redevelopment.

**Analysis – Purchase Agreements**
Chaska EDA, Carver County CDA, and Chaska Growth Holdings, LLC have successfully negotiated terms that will transfer the west half of the CDA parking lot at 710 Chestnut to be included in the redevelopment project. The east half of the parking lot at 710 Chestnut will continue to be owned by the CDA and used as a parking lot for their facility.

As a result of the property transfer of the west site of the lot, the CDA will lose six of the existing thirteen parking spaces. To compensate for this loss in parking, and support transfer of the property, the developer and the EDA have agreed to terms as generally outlined in the following:

- Developer will pay $6,000 per parking space to the CDA for a total of $36,000.
- Developer will realign existing parking to replace the two existing ADA parking spaces and provide at least five general use spaces dedicated for CDA use on the east portion of the property. The CDA will continue to own and maintain this parking area.
- The City agrees to sign and stripe parallel parking spaces on Walnut Place for CDA staff to use during regular business hours. Signed spaces will equal the number of spaces lost in the realignment of the existing parking lot for inclusion in the redevelopment.

Assembling all three parcels results in a redevelopment site area of 1.15 acres. In accordance with preliminary site plans presented to City Council on June 18, the existing two buildings are planned to be replaced by three total buildings that will result in 10,597 square feet of retail space. Building one will be a 1,781 sq ft Dunkin' Donuts drive-thru. Building 2 will be a 6,678 sq ft multi-tenant commercial-retail space. Building 3 will be a 2,048 sq ft single-tenant commercial-retail space.

To include the terms of this transaction, the purchase agreement approved on January 8, 2018 by the Chaska EDA with Chaska Growth Holdings, LLC, has been amended and required EDA approval

A new purchase agreement between the Chaska EDA and the Carver County CDA has been created. The property transaction would result in the Chaska EDA purchasing the property from the Carver County CDA, and then immediately selling the property to Chaska Growth Holdings, LLC. This purchase agreement requires EDA approval.

While the EDA must approve the amended purchase agreement with Chaska Growth Holdings, LLC, and the purchase agreement with the Carver County CDA, the City Council must authorize the Parking Agreement with the Carver County CDA to sign and stripe parallel parking spaces on Walnut Place for CDA staff to use during regular business hours.

**Analysis – TIF District**

The purchase agreement between the Chaska EDA and Chaska Growth Holdings commits the City of Chaska to establish a TIF district to support redevelopment costs of the site. The City Council must hold a public hearing to establish TIF District # 21 and the Chaska EDA must approve the TIF district by resolution. Notices have been sent out to nearby property owners, the Chaska Herald, as well as the other major taxing authorities affected.

The City generally provides TIF for eligible costs to support redevelopment projects. The increment is captured from the increased value and property taxes resulting from the redevelopment.

This TIF District qualifies as a redevelopment district because it meets the following criteria defined in statute:

- Parcels comprising at least 70% of the area of the district is occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures, and;
- More than 50% of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance, and;
- The parcel is deemed "occupied" because at least 15% of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots; or other similar structures.

Redevelopment TIF districts are permitted to remain in existence for 25 years from the date of receipt by the Authority of the first tax increment. This district would set 2021 as the first year to receive tax increment and reserves the right to allow the District to remain in existence through 2046. The estimated public costs of the

TIF District total $1,226,022 for a combination of site acquisition and eligible improvements and administrative expenses. Estimated sources of revenue through the TIF District is $1,226,022.

The original tax capacity on the site is $12,600 as of January 2, 2018 for taxes payable 2019, and the anticipated total tax capacity on the site following improvements is expected to be $38,650 as of January 2, 2020 for taxes payable 2021.

See the attached draft TIF Plan from Springsted for more details.

**Recommendation**
Staff believes this redevelopment opportunity advances City and EDA goals to redevelop underutilized locations in and around downtown, and to create attractions that increase traffic to the area. This project achieves the goals of all parties involved. Resultingly, staff has two recommendations to City Council in regard to this redevelopment project:

1. Staff recommends authorizing the Mayor and City Administrator to execute the Parking Agreement with the Carver County CDA.

2. As it is consistent with the City's long-term goals, following the public hearing, staff recommends creation of Redevelopment TIF District #21.

**COUNCIL ACTION REQUESTED**

**Following the public hearing:**

**Motion to Adopt Resolution Establishing a Redevelopment Tax Increment Financing District and Approving a Tax Increment Financing Plan Therefor and Authorizing Execution of Parking Agreement**

# CITY OF CHASKA
# CARVER COUNTY, MINNESOTA

## RESOLUTION

**DATE 06/18/2018 RESOLUTION NO. 2018-79**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

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**A RESOLUTION ESTABLISHING A REDEVELOPMENT TAX INCREMENT FINANCING DISTRICT AND APPROVING A TAX INCREMENT FINANCING PLAN THEREFOR AND AUTHORIZING EXECUTION OF A PARKING AGREEMENT**

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BE IT RESOLVED by the City Council (the "Council") of the City of Chaska, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01 The Chaska Economic Development Authority (the "EDA") has proposed to establish Tax Increment Financing (Redevelopment) District No. 21 (the "TIF District") within Redevelopment Project Area No. 4 (the "Project Area") and to adopt a Tax Increment Financing Plan relating thereto (the "TIF Plan"), all pursuant to Minnesota Statutes, Sections 469.001 through 469.047, 469.090 through 469.1082, and 469.174 through 469.1794 (collectively, the "TIF Act"), all as reflected in that certain document, dated June 18, 2018, entitled "Tax Increment Financing Plan for Tax Increment Financing (Redevelopment) District No. 21 within Redevelopment Project Area No. 4" and presented for the Council's consideration.

1.02 The Council has investigated the facts relating to the establishment of the TIF District and the adoption of the TIF Plan.

1.03 The City has performed all actions required by law to be performed prior to the adoption and approval of the TIF Plan, including, but not limited to, 30 days' prior notification of the County Auditor and School District Clerk and of the individual affected County Commissioner, a review of the TIF Plan by the City Planning Commission, and the holding of a public hearing thereon following notice thereof published in the City's official newspaper at least 10 but not more than 30 days prior to the public hearing. The City duly noticed a public hearing on June 18, 2018, and has, on this date, conducted a public hearing.

1.04 Certain information and material (collectively, the "Materials") relating to the TIF Plan and to the activities contemplated therein have heretofore been prepared and submitted to the Council and/or made a part of the City or EDA files and proceedings on the TIF Plan. The Materials include information and/or substantiation, which are incorporated herein by reference, constituting or relating to (1) the "studies and analyses" on why the new TIF District meets the requirements to be a redevelopment tax increment financing district, including a report prepared

by LHB, Inc., Minneapolis, Minnesota, (2) why the TIF District meets the so-called "but for" test, including an analysis of the proforma and other materials submitted by a private developer; and (3) the bases for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Materials, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein.

1.05 The City anticipates that Chaska Growth Holdings, LLC, a Minnesota limited liability company (the "Developer") will acquire certain property located in the City (the "Development Property"), demolish existing buildings thereon and construct approximately 10,597 square feet of commercial space in one or more buildings thereon (the "Development").

1.06 The EDA proposes to acquire a portion of the Development Property pursuant to a certain Purchase Agreement between the Carver County Community Development Agency (the "CDA") and the EDA (the "CDA Purchase Agreement") and convey such property in connection with the construction of the Development. As part of the consideration for the acquisition of such property the EDA has proposed that the City make certain replacement parking available to the CDA as provided in a certain Parking Agreement between the City and the CDA (the "Parking Agreement").

Section 2. Findings for the Creation of the TIF District and Adoption of a TIF Plan Therefor.

2.01 The Council hereby finds that: (a) the land within the Project Area would not be available for redevelopment without the financial aid to be sought under the Redevelopment Plan; (b) the Redevelopment Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project Area by private enterprise; and (c) the Redevelopment Plan conforms to the general plan for the development of the City as a whole. The Project Area is not being expanded and the only modification of the Redevelopment Plan relates to the incorporation by reference of the proposed TIF District and the terms of the TIF Plan therefor.

2.02 The Council finds that the Project Area constitutes a "blighted area" as well as, in part, an area that is underused or inappropriately used, within the meaning of Minnesota Statues, Section 469.002, subd. 11 and Section 469.028, subd. 4.

2.03 The Council further finds that the demolition, clearance, and related activities to redevelop the Project Area, all in accordance with the Plan, constitute a "redevelopment project" within the meaning of Minnesota Statues, Sections 469.002, subd. 14 and Section 469.028, subd. 4.

2.04 The City Council hereby finds that the TIF District is in the public interest and is a redevelopment district, in accordance with Minnesota Statutes, Section 469.174, Subdivision 10 for the following reasons:

> The TIF District is, pursuant to Minnesota Statutes, Section 469.174, Subdivision 10(a), a "redevelopment district" because it consists of a project or portions of a project within which the following conditions, reasonably distributed throughout the TIF District, exist: (1) parcels consisting of at least 70% of the area of the TIF District are occupied or deemed occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar

structures and (2) more than 50% of the buildings located or deemed to exist within the TIF District are "structurally substandard" (within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10(b) and (c)) to a degree requiring substantial renovation or clearance.

The TIF District consists of three parcels, or portions thereof, and the parcels are "occupied" as defined in Minnesota Statutes, Section 469.174, Subd. 10(a)(1), in that at least 15% of the area of each parcel is occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures. There are 2 buildings in the TIF District, which buildings are structurally substandard to a degree requiring substantial renovation or clearance. In addition, the costs of bringing the structurally substandard buildings into compliance with building codes applicable to new buildings would exceed 15% of the cost of constructing new structures of the same size and type on the site.

The Materials, including without limitation the report of LHB, Inc. and other supporting facts for these determinations, are on file with the staff of the City. There have been no building permits issued or improvements made to the parcels since the date of the report.

2.05 The City Council hereby makes the following additional findings:

(a) The City Council further finds that the proposed Development, in the opinion of City Council, would not occur solely through private investment within the reasonably foreseeable future and, therefore, the use of tax increment financing is deemed necessary. The specific basis for such finding being:

The property on which the development will occur would not be developed in the reasonably foreseeable future. The costs of rehabilitating the existing buildings of the age, size and condition of the buildings in the TIF District are higher than for new development and the Developer proposing the Development has represented that it could not proceed with the Development without tax increment assistance.

(b) The City Council further finds that the TIF Plan conforms to the general plan for the development or redevelopment of the City as a whole. The specific basis for such finding being:

The TIF Plan will generally complement and serve to implement policies adopted in the City's comprehensive plan. The Development contemplated is or will be in substantial accordance with the existing zoning or any permitted exception for the property. The Planning Commission has reviewed the Redevelopment Plan and the TIF Plan, and approved the same as being in conformity with the City's comprehensive plan and the general plan for the development and redevelopment of the City as a whole.

(c) The City Council further finds that the TIF Plan will afford maximum opportunity consistent with the sound needs of the City as a whole for the development of the Project Area by private enterprise. The specific basis for such finding being:

The proposed Development to occur within the TIF District is anticipated to be a commercial space and is consistent with other uses in the area. The Development will increase the taxable market valuation of the City.

(d) For purposes of compliance with Minnesota Statutes, Section 469.175, Subdivision 3(b)(2), the City Council hereby finds that the increased market value of the property to be developed within the TIF District that could reasonably be expected to occur without the use of tax increment financing is $0 (other than amounts due to inflation), which is less than the market value estimated to result from the proposed development ($3,285,404 approximately), after subtracting the present value of the projected tax increments for the maximum duration of the TIF District (i.e., $742,553 approximately), which is approximately $2,542,851. In making these findings, the City Council has noted that the property has been declining and losing tenants for several years and would likely continue to do so if tax increment financing is not available. Thus, the use of tax increment financing will be a positive net gain to the City, the School District, and the County, and the tax increment assistance does not exceed the benefit which will be derived therefrom.

2.06 The provisions of this Section 2 are hereby incorporated by reference into and made a part of the TIF Plan.

2.07 The Council further finds that the TIF Plan is intended and, in the judgment of this Council, its effect will be, to promote the public purposes and accomplish the objectives specified in the TIF Plan.

Section 3. Creation of the TIF District and Approval and Adoption of the Plan; Interfund Loans.

3.01 The creation of the TIF District and the adoption of the TIF Plan, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted.

3.02 The City elects to retain all of the captured tax capacity to finance the costs of the TIF District. The City elects the method of tax increment computation set forth in Minnesota Statutes, Section 469.177, Subd. 3(a).

3.03 In accordance with Minnesota Statutes, Section 469.175, Subd. 1(b), the City elects to delay the receipt of the first increment until tax payable year 2021.

3.04 The Council hereby approves a policy on interfund loans or advances ("Loans") for this TIF District, as follows:

(a) The authorized tax increment eligible costs (including without limitation out-of-pocket administrative expenses incurred prior to or after the date hereof in an amount up to $122,603 and other project costs, including without limitation the cost of the acquisition of the Sale Property, in an amount up to $1,103,419) payable from the TIF District, as its TIF Plan is originally adopted or may be amended, may need to be financed

on a short-term and/or long-term basis via one or more Loans, as may be determined by the City Administrator from time to time.

(b) The Loans may be advanced if and as needed from available monies in the City's or the EDA's general fund or other City or EDA fund designated by the City Administrator.

(c) Neither the maximum principal amount of any one Loan nor the aggregate principal amount of all Loans may exceed $1,226,022 outstanding at any time.

(d) All Loans shall mature not later than February 1, 2047 or such earlier date as the City Administrator may specify in writing. All Loans may be pre-paid, in whole or in part, whether from tax increment revenue, tax increment revenue bond proceeds or other eligible sources.

(e) The outstanding and unpaid principal amount of each Loan shall bear interest at the rate prescribed by the statute (Minnesota Statutes, Section 469.178, Subdivision 7), which is the greater of the rates specified under Minnesota Statutes, Sections 270C.40 or 549.09 at the time a Loan, or any part of it, is first made, subject to the right of the City Administrator to specify a lower rate (but not less than the City's or the EDA's then-current average investment return for similar amount and term).

(f) Such Loans within the above guidelines are pre-approved. The Loans need not take any particular form and may be undocumented, except that the City Administrator shall specify the principal amount and interest rate and maintain all necessary or applicable data on the Loans.

Section 4. Approval of Development Documents.

4.01 The Council hereby approves the CDA Purchase Agreement and the Parking Agreement substantially in accordance with the terms set forth in the forms presented to the Board, together with any related documents necessary in connection therewith (collectively, the "Development Documents") and hereby authorizes the Mayor and City Administrator to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Development Documents to which the City is a party, on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder, subject to satisfaction of the conditions set forth therein.

4.02 The approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by

any duly designated acting official, or by such other officer or officers of the Council as, in the opinion of the City Attorney, may act in their behalf.

4.03 Upon execution and delivery of the Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Development Documents.

4.04 The Council hereby determines that the execution and performance of the Development Documents will help realize the public purposes of the Act.

**PASSED** on June 18, 2018, by the Chaska City Council.

_____
Mayor

Attest:

_____
City Clerk

CITY CLERK'S CERTIFICATE

I, the undersigned, being the duly qualified and acting City Clerk of the City of Chaska, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of a duly called and regularly held meeting of the City Council of said City held on June 18, 2018, with the original minutes thereof on file in my office and I further certify that the same is a full, true, and correct transcript thereof insofar as said minutes relate to the establishment of and related actions referenced therein with respect to Tax Increment Financing District No. 21.

Councilmember _____ moved the adoption of the foregoing resolution, the reading of which was waived by unanimous consent of the Council, and said motion was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly adopted.

WITNESS My hand this ____ day of _____, 2018.

_____
City Clerk
Chaska, Minnesota

**PARKING AGREEMENT**

**CITY OF CHASKA, MINNESOTA**
**AND**
**CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY**

This Parking Agreement ("Agreement") is made and entered into this _____ day of _____, 2018, by and between the City of Chaska, a Minnesota municipal corporation (the "City") and Carver County Community Development Agency, a public body corporate and politic and a political subdivision of the State of Minnesota (the "CDA"). The City and CDA are jointly referred to herein as the "Parties."

**RECITALS**

WHEREAS, pursuant to a certain Purchase Agreement between the Chaska Economic Development Authority (the "EDA") and the CDA, dated June __, 2018 (the "CDA Purchase Agreement") the CDA has agreed to convey certain property (as defined in the CDA Purchase Agreement, the "Property") to the EDA in consideration of, among other things, delivery of this Agreement; and

WHEREAS, in connection with the conveyance of such Property the CDA will lose six parking stalls for employees of the CDA whose primary office location is at 710 Chestnut Street North in the City (the "CDA Office Site"); and

WHEREAS, the Parties desire to enter into this Agreement to provide replacement parking stalls for employees of the CDA whose primary office location is at the CDA Office Site (the "CDA Employees").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and terms herein, the Parties hereby agree as follows:

**TERMS OF AGREEMENT**

1. **Replacement Parking.** Within four months after the closing on the conveyance of the Property from the CDA to the EDA pursuant to the CDA Purchase Agreement, the City will create 6 new public parking spaces on the east side of Walnut Place north of the intersection with Walnut Court, substantially as depicted in **Exhibit A**, which will be posted as reserved

for CDA Employees during normal business hours on weekdays for as long as the CDA maintains an office for CDA Employees at the CDA Office Site (the "Parking Stalls").

2. **Alternate Replacement Parking.** If at any time while the CDA maintains an office for CDA Employees at the CDA Office Site the area depicted in **Exhibit A** becomes permanently unavailable as a location for the Parking Stalls, the City will use its best efforts to provide an alternative location for the Parking Stalls within the public right of way then owned by the City within a three-block radius of the CDA Office Site.

3. **Termination.** This Agreement may be terminated at any time by the CDA upon written notice to the City. This Agreement will automatically terminate at any time that the CDA ceases to maintain an office for CDA Employees at the CDA Office Site.

4. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes any other written or oral agreements between the Parties as to the Parking Stalls. Any subsequent amendments to this Agreement shall not be effective until signed by the City and CDA.

5. **Assignment.** The CDA shall not assign its interest in this Agreement without the prior written consent of the City.

6. **Severability.** If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

8. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be originals and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Parking Agreement be executed by their duly authorized representatives, to be effective as of the date first set forth above.

**CITY OF CHASKA, MINNESOTA**

By:_____
Mark Windschitl
Its: Mayor

By:_____
Matt Podhradsky
Its: City Administrator

**CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY**

By: _____

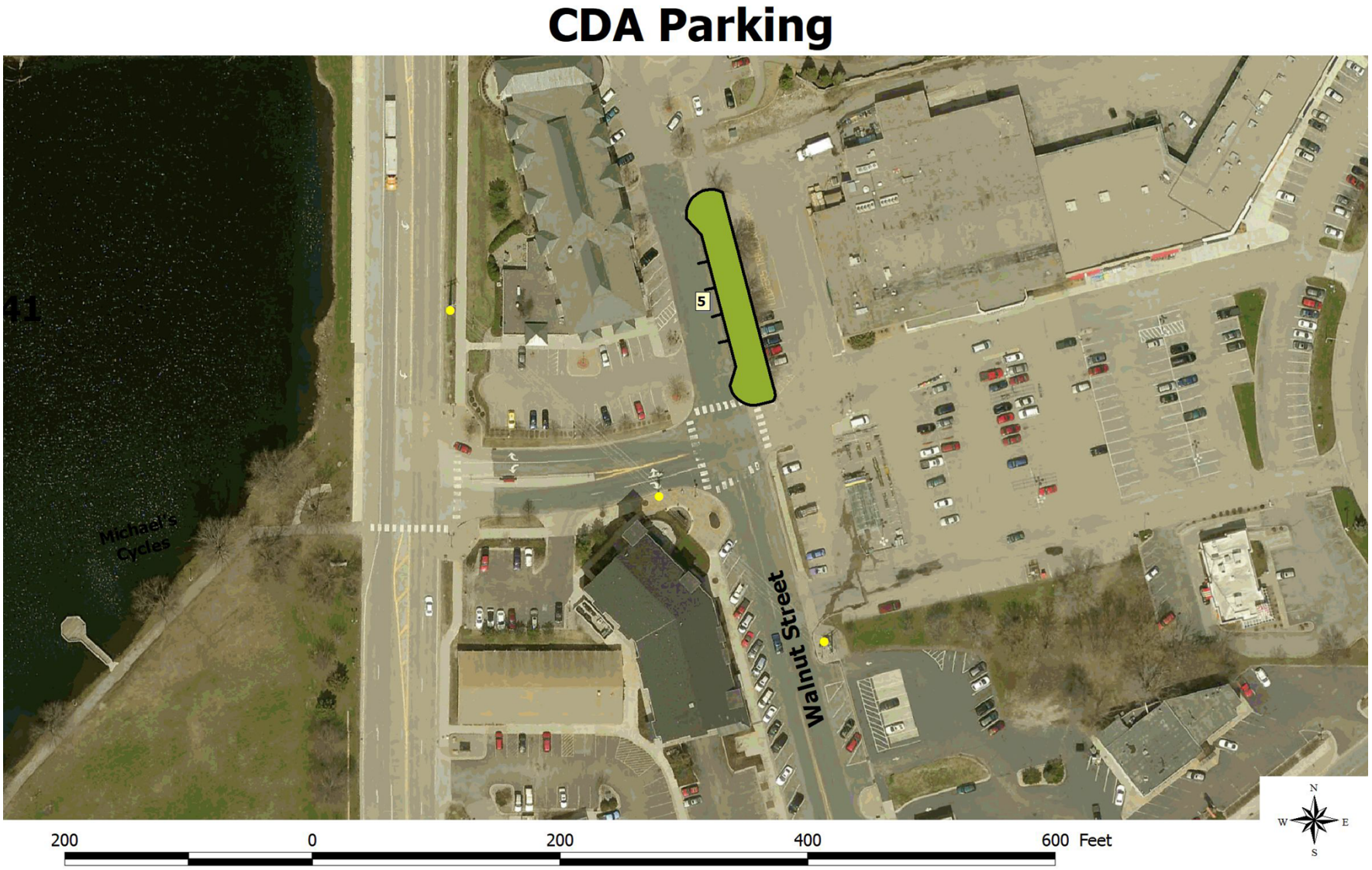
Its: _____

By:_____

Its: _____

Signature Page to Parking Agreement

**EXHIBIT A**
**DEPICTION OF REPLACEMENT PARKING**



PURCHASE AND DEVELOPMENT AGREEMENT

BETWEEN

CHASKA ECONOMIC DEVELOPMENT AUTHORITY

AND

CHASKA GROWTH HOLDINGS, LLC

DRAFT

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (JSB)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

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PURCHASE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the ___ day of _____, 2018, by and between the Chaska Economic Development Authority (the "EDA"), a body corporate and politic organized and existing under the laws of the State of Minnesota, and Chaska Growth Holdings, LLC, a Minnesota limited liability company (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Sections 469.001 through 469.047 and 469.090 through 469.1082, as amended (the "Development Act"), the EDA has created or proposes to create a redevelopment project area (the "Project Area") and has adopted or proposes to adopt a Redevelopment Plan therefor (the "Redevelopment Plan"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended, (the "TIF Act"), the EDA proposes to create, within the Project Area, a Tax Increment Financing (Redevelopment) District No. 21 qualified as a redevelopment tax increment financing district (the "TIF District"), the legal description of which is attached hereto as **Exhibit A**, and proposes to adopt a tax increment financing plan therefor (the "TIF Plan") which provides for the use of tax increment financing in connection with certain development within the Project Area and TIF District; and

WHEREAS, the Developer proposes to acquire certain property within the TIF District from the EDA and construct approximately 10,597 square feet of commercial space in one or more buildings (the "Project") and has requested that the EDA use tax increment financing to assist the Developer with certain costs thereof in order to fill the gap between the Total Development Costs (as hereinafter defined) and the funds available to pay such costs;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

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ARTICLE I
DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Administrative Costs shall have the meaning set forth in Section 3.3;

Agreement means this Purchase and Development Agreement, as the same may be from time to time modified, amended or supplemented;

Affiliate means a corporation, partnership, joint venture, association, business trust or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with the Developer or any other Affiliate. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise;

Architect means Bright Pixel Design, St. Peter, Minnesota;

Assessment Agreement means the agreement, in substantially the form of the agreement contained in **Exhibit H** attached hereto and made a part of this Agreement, between the Developer and the EDA and including the attached certification by the assessor for the County, entered into pursuant to Article III of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value of the Project for calculation of real property taxes as determined by the assessor for the County as of January 2, 2020 and as further set forth in the Assessment Agreement;

Available Tax Increments means the Tax Increments received by the EDA less the amount of Tax Increments, if any, which the EDA must pay to the school district, the County and the State pursuant to Minnesota Statutes, Sections 469.177, Subds. 3, 9, 10, and 11; 469.176, Subd. 4h; and 469.175, Subd. 1a, as the same may be amended from time to time;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Chaska, Minnesota and its authorized successors and assigns;

Closing Date or Closing means July 2, 2018 or such other date as agreed to by the EDA and Developer, or as extended by Developer as provided herein;

Completion Date means the date on which the Certificate of Completion with respect to the Project is executed by the EDA pursuant to Section 3.7;

Construction Costs means the capital costs of the construction of the Project, including the costs of labor and materials; construction management and supervision expenses; insurance

and payment or performance bond premiums; architectural and engineering fees and expenses; property taxes; usual and customary fees or costs payable to the EDA, or any other public body with regulatory authority over construction of the Project (e.g. building permits and inspection fees); the developer fee; and all other costs chargeable to the capital account of the Project under generally accepted accounting principles;

Construction Documents shall mean the following documents, all of which shall be in form and substance acceptable to the Developer and the EDA: (a) evidence satisfactory to EDA showing that the Project conforms to applicable zoning, subdivision and building code laws and ordinances, including a copy of the building permit for the Project; (b) a copy of the executed standard form of agreement between owner and architect for architectural services for the Project, if any, and (c) a copy of the executed general contractor's contract for the Project, if any;

Construction Plans means the plans, specifications, drawings and related documents for the construction of the Project which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the EDA and the building inspector of the City;

County means Carver County, Minnesota;

Design Drawings means the floor plans, renderings, elevations and material specifications for the Project to be prepared by the Architect;

Developer means Chaska Growth Holdings, LLC, a Minnesota limited liability company, and its authorized successors and assigns;

Development Property means the real property legally described in **Exhibit B** attached to this Agreement under the heading "Development Property";

EDA means the Chaska Economic Development Authority and its authorized successors and assigns;

EDA Property #1 means the real property described as "EDA Property #1" on **Exhibit B**;

EDA Property #1 Deed means the Quit Claim Deed in the form attached hereto as **Exhibit F**, to be executed by the EDA conveying the EDA Property #1 to the Developer;

EDA Property #1 Purchase Agreement means the Purchase and Development Agreement dated _____, 2018 between the EDA, the City and the EDA Property #1 Seller related to the acquisition by the EDA of EDA Property #1;

EDA Property #1 Seller means Carver Property Management A&K, L.L.C., a Minnesota limited liability company;

EDA Property #2 means the real property described as "EDA Property #2" on **Exhibit B**;

EDA Property #2 Deed means the Quit Claim Deed in the form attached hereto as **Exhibit J**, to be executed by the EDA conveying the EDA Property #2 to the Developer;

EDA Property #2 Purchase Agreement means the Purchase Agreement dated _____, 2018 between the EDA and the EDA Property #2 Seller related to the acquisition by the EDA of EDA Property #2;

EDA Property #2 Seller means Carver County Community Development Agency, a public body corporate and politic and a political subdivision of the State of Minnesota;

Environmental Escrow Account means a non-interest-bearing escrow account to be established by the City for the benefit of the EDA and the Developer and applied as provided in Section 4.8 hereof;

Event of Default means any of the events described in Section 5.1 hereof;

Interfund Loan means the interfund loan of non-federal funds from a fund of the EDA to be determined which was used to finance a portion of the EDA's costs of acquiring the EDA Property #1, in the aggregate amount of $649,999 with interest thereon at the rate of 3.00% per annum, all as set forth in a resolution to be adopted by the EDA;

Interfund Payment Date has the meaning as set forth in Section 3.2.

Organizational Documents shall mean the following which shall be in form and substance acceptable to EDA: (a) Articles of Organization and Operating Agreement of the Developer, accompanied by a Certificate of Good Standing from the Minnesota Secretary of State; (b) An opinion of counsel for Developer stating that the Developer is a Minnesota limited liability company duly organized and existing under the laws of the State of Minnesota, that each of the Developer's Documents have been duly executed and delivered and are the legal and binding obligations of Developer, enforceable in accordance with their respective terms, subject to matters of bankruptcy, stay, insolvency, reorganization or other laws relating to or affecting creditors' rights generally or by principles of equity;

Project means the construction by the Developer of approximately 10,597 square feet of commercial space in one or more buildings on the Development Property;

State means the State of Minnesota;

Tax Increments means the tax increments derived from the TIF District and the improvements thereon which have been received and retained by the EDA in accordance with Minnesota law, as amended from time to time, including without limitation the provisions of Minnesota Statutes, Section 469.177;

TIF Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

TIF District means the Tax Increment Financing (Redevelopment) District No. 21 consisting of the property legally described in **Exhibit A** attached hereto, which the EDA proposes to establish as a redevelopment district under the TIF Act;

TIF Plan means the tax increment financing plan approved for the TIF District;

Title Company means Title Mark, LLC, or other title company designated by Developer;

Termination Date means the earlier of (i) February 1, 2047; or (ii) any earlier date this Agreement is cancelled in accordance with the terms hereof if the Interfund Loan is deemed paid in full; or (iii) the final Interfund Payment Date following the final collection of Tax Increments prior to the decertification of the TIF District in accordance with the law;

Total Development Costs means the costs as set forth on **Exhibit D**; and

Unavoidable Delays means delays, outside the control of the party claiming their occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, acts of war or terrorism, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the EDA) which directly result in delays, acts of the public enemy or acts of terrorism and discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the EDA. The EDA makes the following representations and warranties:

(1) The EDA is a body corporate and politic organized and existing under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Subject all conditions required by law, including without limitation approval by the City Council of the City after a public hearing, the EDA proposes to establish the TIF District as a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Redevelopment Plan.

(4) The EDA proposes, subject to the further provisions of this Agreement, to apply Tax Increments to repay the Interfund Loan and provide the proceeds of the Interfund Loan and certain other financial assistance to the Developer as set forth herein.

(5) The EDA makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer's purposes or needs.

(6) No member of the Board of Commissioners of the EDA, or officer of the EDA, has either a direct or indirect financial interest in this Agreement.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company duly and validly organized and existing in good standing under the laws of the State, and has power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of any provision of the laws of the State.

(2) The Developer has or will acquire fee title to the Development Property, and will cause the Project to be constructed in accordance with the terms of this Agreement, the Redevelopment Plan, and all local, state and federal laws and regulations including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations.

(3) The Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the construction and operation of the Project.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer understands that the EDA and the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that neither the EDA nor the City has represented that development of the Development Property will be favored over the development of other properties.

(7) Subject to Unavoidable Delays, and obtaining all required governmental approvals, the construction of the Project will commence within 60 days following Developer's acquisition of fee title to the Development Property; and, barring Unavoidable Delays, the Project will be substantially completed by November 1, 2019. Notwithstanding the foregoing, failure of the Developer to substantially complete the Project shall not be an Event of Default unless the Project is not substantially completed by December 31, 2019.

(8) The Total Development Costs of the Project are estimated to be approximately $3,830,000, and the sources of revenue to pay such costs are approximately $_____, excluding the reimbursement of the EDA Property #1 Purchase Price provided herein by the EDA, and the Developer has been unable to obtain additional private financing or investment for the total estimated Total Development Costs at rates or returns that allow the Project to be economically feasible within the reasonably foreseeable future.

(9) The Developer's estimate of the Total Development Costs of the Project and sources of revenue to pay such costs are set forth on **Exhibit D** attached hereto.

(10) As of January 2, 2020, the estimated market value of the property described in **Exhibit A** is expected to be at least $1,970,000.

ARTICLE III
UNDERTAKINGS BY DEVELOPER AND THE EDA

Section 3.1. Total Development Costs and Public Costs. Based on the Developer's representation that the Total Development Costs are estimated to be approximately $3,830,000, that the sources of revenue available to pay such costs, excluding the EDA's land cost reimbursement contemplated herein, is $_____, and that the Developer is unable to obtain additional private financing or investment for the total estimated Total Development Costs at rates or returns that allow the Project to be economically feasible within the reasonably foreseeable future, the EDA has agreed to provide tax increment financing assistance as hereinafter set forth. The Developer agrees that it will construct the Project on the Development Property.

Section 3.2. Agreement to Pay Tax Increment Shortfall. In order to assist with the costs of site acquisition, the EDA agrees, subject to establishment of a TIF District after a public hearing, a public hearing on the sale of the EDA Property #1 and satisfaction of all other conditions required by law to implement the terms of this Agreement, to convey the EDA Property #1 to the Developer in accordance with the terms of Article IV of this Agreement and to reimburse the Developer for a portion of the purchase price from proceeds of the Interfund Loan in an amount equal to $649,999 as further set forth in this Agreement.

Commencing August 1, 2021, on each February 1 and August 1 thereafter to and including February 1, 2047, or, if the first day of either February 1 or August 1 should not be a Business Day, the next succeeding Business Day (the "Interfund Payment Dates") the EDA will credit against the principal amount of the Interfund Loan, an amount equal to 90% of the Tax Increments received by the EDA in the 6-month period preceding such Interfund Payment Date (the "Available Tax Increments"). If, on any Interfund Payment Date, the Available Tax Increments received by the EDA in the 6-month period preceding such Interfund Payment Date are less than the amount shown in the schedule below, the Developer shall pay, by check or draft mailed to the EDA, an amount equal to the deficiency. The Developer's obligation to make such payments is evidenced by the Purchase Price Note delivered in accordance with Section 4.5(3) hereof.

| Date | Amount | Date | Amount | Date | Amount | Date | Amount |
|---|---|---|---|---|---|---|---|
| 8/1/21 | 12,265 | 2/1/28 | 15,864 | 8/1/34 | 20,955 | 2/1/41 | 26,241 |
| 2/1/22 | 12,265 | 8/1/28 | 16,528 | 2/1/35 | 20,955 | 8/1/41 | 27,217 |
| 8/1/22 | 12,821 | 2/1/29 | 16,528 | 8/1/35 | 21,772 | 2/1/42 | 27,217 |
| 2/1/23 | 12,821 | 8/1/29 | 17,213 | 2/1/36 | 21,772 | 8/1/42 | 28,222 |
| 8/1/23 | 13,394 | 2/1/30 | 17,213 | 8/1/36 | 22,614 | 2/1/43 | 28,222 |
| 2/1/24 | 13,394 | 8/1/30 | 17,917 | 2/1/37 | 22,614 | 8/1/43 | 29,257 |
| 8/1/24 | 13,984 | 2/1/31 | 17,917 | 8/1/37 | 23,481 | 2/1/44 | 29,257 |
| 2/1/25 | 13,984 | 8/1/31 | 18,643 | 2/1/38 | 23,481 | 8/1/44 | 30,323 |
| 8/1/25 | 14,592 | 2/1/32 | 18,643 | 8/1/38 | 24,374 | 2/1/45 | 30,323 |
| 2/1/26 | 14,592 | 8/1/32 | 19,391 | 2/1/39 | 24,374 | 8/1/45 | 31,421 |
| 8/1/26 | 15,219 | 2/1/33 | 19,391 | 8/1/39 | 25,294 | 2/1/46 | 31,421 |

| Date | Amount | Date | Amount | Date | Amount | Date | Amount |
|---|---|---|---|---|---|---|---|
| 2/1/27 | 15,219 | 8/1/33 | 20,162 | 2/1/40 | 25,294 | 8/1/46 | 32,553 |
| 8/1/27 | 15,864 | 2/1/34 | 20,162 | 8/1/40 | 26,241 | 2/1/47 | 32,553 |

If, as of the termination date of the TIF District, the EDA has received Tax Increments in excess of an amount sufficient to repay the principal amount of $649,999, the EDA will, on or before December 31, 2047, apply such excess to reimburse the Developer for any amounts paid to the EDA pursuant to this Section 3.2 or the Purchase Price Note in an amount equal to such excess.

If, as of the termination date of the TIF District, the EDA has received Tax Increments in an amount less than $649,999, the EDA will, if the Tax Increments have been received by the EDA in an amount at least equal to the amounts set forth above or the Developer has paid all deficiency amounts in accordance with this Section 3.2 and the Purchase Price Note, forgive the remaining principal amount of the Purchase Price Note.

Section 3.3. Developer to Pay EDA's Fees and Expenses. The Developer will pay all the EDA's Administrative Costs (as defined below). For the purposes of this Agreement, the term "Administrative Costs" means reasonable out of pocket costs incurred by the EDA together with staff and consultant (including engineering, legal, financial adviser, environmental advisor, planning advisor, etc.) costs of the EDA, all attributable to or incurred in connection with the establishment of the TIF District and the TIF Plan and review, negotiation and preparation of this Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and review and approvals of any land use, zoning and subdivision applications for the Development Property, and other documents and agreements in connection with the Project; provided, however, that certain of such costs are required to be paid, or additional funds deposited in escrow, in accordance with the City's policies and procedures for development and permitting. The Developer is obligated pay such Administrative Costs within 30 days after receipt of a written notice from the EDA containing evidence of Administrative Costs incurred by the EDA or at the Closing, whichever is later. The EDA acknowledges that the Developer has deposited $5,000 for this purpose which has been applied to the payment of Administrative Costs.

Section 3.4. Compliance with Environmental Requirements.

(1) The Developer shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(2) The EDA makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation

and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances") and Developer waives any claims against the EDA for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the Development Property.

(3) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations; provided, however, that, with respect to the EDA Property #1, funds in the Environmental Escrow Account are sufficient to pay for the removal and remediation of Hazardous Substances on the EDA Property #1.

(4) Developer acknowledges receipt of the environmental reports covering the EDA Property #1 (the "EDA Property #1 Environmental Reports") described in **Exhibit I** attached hereto and incorporated herein by reference and Developer waives any claims against the EDA for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the EDA Property #1.

(5) Developer waives any claims against the EDA for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the EDA Property #2.

Section 3.5. Construction Plans.

(1) Prior to the commencement of construction of the Project, the Developer will deliver to the EDA the Construction Plans and a sworn construction cost statement certified by the Developer and the general contractor (the "Sworn Construction Cost Statement"). The EDA shall promptly review any Construction Plans upon submission and deliver to the Developer a written statement approving the Construction Plans or a written statement rejecting the Construction Plans and specifying the deficiencies in the Construction Plans. The EDA shall approve the Construction Plans if: (i) the Construction Plans substantially conform to the terms and conditions of this Agreement; (ii) the Construction Plans are consistent with the goals and objectives of the Redevelopment Plan; (iii) the Construction Plans comply with the site plan, including without limitation using consistent construction materials and architectural style; and (iv) the Construction Plans do not violate any applicable federal, State or local laws, ordinances, rules or regulations. If the Construction Plans are not approved by the EDA, then the Developer shall make such changes as the EDA may reasonably require and resubmit the Construction Plans to the EDA for approval. If the EDA has not rejected the Construction Plans in writing within 15 calendar days of submission, such Construction Plans shall automatically be deemed approved by the EDA.

(2) The approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the EDA does not constitute a representation or warranty by the EDA that the Construction Plans or the Project comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Project

will meet the qualifications for issuance of a certificate of occupancy, or that the Project will meet the requirements of the Developer or any other users of the Project. Approval of the Construction Plans, or any proposed amendment to the Construction Plans or by the EDA will not constitute a waiver of an Event of Default. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Construction Plans from any City department.

Section 3.6. Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer will commence construction of the Project within 60 days following Developer's acquisition of fee title to all of the real property constituting the Development Property; and, shall substantially complete the Project by November 1, 2019. Notwithstanding the foregoing, failure of the Developer to substantially complete the Project shall not be an Event of Default unless the Project is not substantially completed by December 31, 2019 and such failure is not the result of Unavoidable Delays. The Project will be constructed by the Developer on the Development Property in conformity with this Agreement, the Design Drawings, the preliminary site plan submitted by the Developer, and the Construction Plans approved by the EDA. No changes shall be made to the Construction Plans for the Project without the EDA's prior written approval, unless the aggregate of such changes do not increase or decrease the Total Development Costs by more than 10%. No changes which materially alter (a) the Project's site plan, (b) exterior appearance, (c) exterior materials, or (d) number of parking spaces included in the Design Drawings and Construction Plans shall be made without the EDA's prior written consent. The approval of the EDA will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed. Prior to completion, upon the request of the EDA, and subject to applicable safety rules, the Developer will provide the EDA reasonable access to the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours and not interfering with Developer's activities. During construction, marketing and rentals of the Project, the Developer will deliver progress reports to the EDA from time to time as mutually agreed upon by the EDA and the Developer.

Section 3.7. Certificate of Completion. The Developer shall notify the EDA when construction of the Project has been substantially completed. At no cost to Developer, the EDA shall promptly inspect the Project in order to determine whether the Project has been constructed in substantial conformity with this Agreement, the approved Construction Plan. If the EDA determines that the Project has not been constructed in substantial conformity with this Agreement and the approved Construction Plans and the EDA shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Project has not been constructed in substantial conformity with the approved Construction Plans and Developer shall promptly remedy such deficiencies. Promptly upon determining that the Project has been constructed in substantial conformity with this Agreement, the approved Construction Plans, the EDA will furnish to the Developer a Certificate of Completion in the form attached hereto as **Exhibit E** certifying the completion of the Project. The Certificate of Completion issued for the Project shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement and the EDA Property #1 Deed to construct the Project. The Developer may cause the Certificate of Completion to be recorded in the proper office for recordation of deeds and other instruments pertaining to the Development Property.

Section 3.8. Additional Responsibilities of the Developer.

(1) The Developer will construct, operate and maintain, or cause to be operated and maintained, the Project in substantial accordance with the terms of this Agreement, the Redevelopment Plan and all local, State, and federal laws and regulations including, but not limited to zoning, building code, public health laws and regulations, except for approved variances necessary to construct the Project contemplated in the Construction Plans approved by the EDA.

(2) The Developer will submit complete applications, in a timely manner, for all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(3) The Developer will not construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement or has been approved by the utility involved.

(4) The Developer, at its own expense, will replace any public facilities and public utilities damaged during the construction of the Project, in accordance with the technical specifications, standards and practices of the owner thereof.

(5) The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request of the EDA, furnish the EDA with proof of payment of premiums on insurance of amounts and coverages normally held by owners of property similar to the Project.

(6) The Developer shall ensure that ingress and egress to the portion of Tax Parcel Identification Number 306560030 to be retained by the EDA Property #2 Seller (the "CDA Retained Parcel") shall not change from the current ingress and egress as a result of the Developer's subdivision of Tax Parcel Identification Number 306560030 or otherwise in connection with the site plan for the Project.

(7) The Developer shall ensure that access to the dumpsters and condenser units on the CDA Retained Parcel shall not change as a result of the Developer's subdivision of Tax Parcel Identification Number 306560030 or otherwise in connection with the site plan for the Project.

(8) The Developer shall construct parking improvements on the CDA Retained Parcel as required pursuant to the City's site plan approval for the Project, including without limitation, re-orienting and re-striping parking stalls, relocating two accessible parking stalls, re-paving, and installing curbs, sidewalks and landscaping.

(9) The Developer shall permit residents of the apartments located at 705 Walnut Street to park in the parking lot located on the Development Property after business hours.

Section 3.9. Encumbrance of the Development Property. Until the final Interfund Payment Date, without the prior written consent of the EDA, which shall not be unreasonably

withheld or delayed, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property except for the purpose of obtaining funds only to the extent necessary for financing or refinancing the acquisition and construction of the Project (including, but not limited to, land and building acquisition, labor and materials, professional fees, development fees, real estate taxes, reasonably required reserves, construction interest, organization and other direct and indirect costs of development and financing, costs of constructing the Project, and an allowance for contingencies) including without limitation land use restriction agreements in connection with such financings.

Section 3.10. Business Subsidy Act. The County assessor has estimated the current year's market value of the Development Property to be $719,200. The Developer represents that the Developer's investment (net of amounts paid pursuant to this Agreement) in acquisition and site preparation of the Development Property will be not less than $_____ (i.e. $_____ - $649,999). The Developer represents that because this is a redevelopment of a blighted property and the Developer's investment in the purchase price and cost of site preparation for the Development Property will equal 70% or more of the assessor's current year's estimated market value of the Development Property (i.e. $503,448) the assistance for the Project does not constitute a "business subsidy" and therefore the provisions of the Business Subsidy Law do not apply.

Section 3.11. Execution of Assessment Agreement.

(1) On the Closing Date, the Developer and the EDA shall execute the Assessment Agreement relating to the Project pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for calculation of real property taxes. Specifically, the Developer shall agree to a market value in the amount of $1,970,000 as of January 2, 2020. Nothing in the Assessment Agreement or this Agreement limits the discretion of the assessor for the County to assign a market value to the property in excess of such Assessor's Minimum Market Value nor prohibits the Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such market value for property tax purposes, provided however, the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value for any year so long as the Assessment Agreement remains in effect for that year.

(2) The Assessment Agreement shall remain in effect until the earlier of (i) January 31, 2046 for taxes payable in 2047, or (ii) the date on which the TIF District expires or is otherwise terminated. The Assessment Agreement shall be certified by the County as provided in Minnesota Statutes, Section 469.177, Subdivision 8, upon a finding by the assessor of the County that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed for record in the office of the county recorder or registrar of titles of the County prior to any lien on the Development Property, including any mortgage, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property, whether

voluntary or involuntary, and such Assessment Agreements shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage.

(3) The Developer agrees to pay the cost of filing such Assessment Agreement with the Carver County Recorder and/or Registrar of Titles.

(4) The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Project through willful destruction of the Project or any part of the Development Property; or willful refusal to reconstruct damaged or destroyed property. Developer also agrees that it will not, prior to the Termination Date, apply for a deferral of property tax on the Development Property and the improvements thereon pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real estate taxes under State law.

(5) The Developer shall notify the EDA within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a "Tax Appeal"). If as of any Interfund Payment Date, any Tax Appeal is then pending, the EDA will withhold payments of Tax Increments attributable to the disputed tax payment that is the subject of the Tax Appeal to determine any shortfall pursuant to Section 3.2. The EDA will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of Tax Increment attributable to the disputed tax payments is finalized.

ARTICLE IV
ACQUISITION AND CONVEYANCE OF PROPERTY

Section 4.1. Purchase and Sale of Property; Purchase Price.

(1) The EDA and the EDA Property #1 Seller have executed the EDA Property #1 Purchase Agreement. Subject to establishment of a TIF District after a public hearing, a public hearing on the sale of the EDA Property #1 and satisfaction of all other conditions required by law to implement the terms of this Agreement, satisfaction of the conditions set forth in Section 4.4(2) and the other terms of this Agreement and the EDA Property #1 Purchase Agreement, the EDA agrees to acquire the EDA Property #1 in accordance with the EDA Property #1 Purchase Agreement. Upon satisfaction of the conditions set forth in the preceding sentence and the acquisition of the EDA Property #1, the EDA agrees to sell to the Developer, and Developer agrees to purchase from the EDA, the EDA Property #1 for a purchase price in the amount of Six Hundred and Fifty Thousand and no/100 Dollars ($650,000) (the "EDA Property #1 Purchase Price") and to pay the EDA Property #1 Purchase Price as provided in Section 4.3 hereof.

(2) The EDA and the EDA Property #2 Seller have executed the EDA Property #2 Purchase Agreement. Subject to a public hearing on the sale of the EDA Property #2 and satisfaction of all other conditions required by law to implement the terms of this Agreement, satisfaction of the conditions set forth in Section 4.4(2) and the other terms of this Agreement and the EDA Property #2 Purchase Agreement, the EDA agrees to acquire the EDA Property #2 in accordance with the EDA Property #2 Purchase Agreement. Upon satisfaction of the conditions set forth in the preceding sentence and the acquisition of the EDA Property #2, the EDA agrees to sell to the Developer, and Developer agrees to purchase from the EDA, the EDA Property #2 for a purchase price in the amount of Thirty-six Thousand Dollars and No Cents ($36,000) (the "EDA Property #2 Purchase Price") and to pay the EDA Property #2 Purchase Price as provided in Section 4.3 hereof.

Section 4.2. As Is Conveyance. In recognition of the significant economic contributions which the EDA has made to redevelop the Development Property, the Developer shall take the conveyance of the EDA Property #1 and the EDA Property #2 on an "AS IS" "WHERE IS" basis, with all faults and defects, without any warranties, express or implied, except such representations and warranties as specifically set forth in this Agreement, and the Developer waives any claims against the EDA and its governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (for purposes of this Section, collectively the "Indemnified Parties"), for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law relating to environmental or any other condition of the EDA Property #1 and the EDA Property #2. The EDA has no obligation to produce any evidence of title. The Developer will obtain its own title evidence from the Title Company. The Developer acknowledges that the EDA has provided copies of the EDA Property #1 Environmental Reports, to the Developer, and that the Developer has had sufficient time and opportunity to fully review and consider said documents. The EDA has no actual knowledge of any other reports in their possession regarding the condition of the EDA Property #1 or the EDA Property #2.

Section 4.3. Payment of Purchase Price.

(1) The EDA Property #1 Purchase Price for the EDA Property #1 shall be paid by Developer to the EDA at Closing as follows: (a) One and no/100 Dollars ($1.00) in cash or certified funds or by wire transfer; and (b) the balance of Six Hundred and Forty-Nine Thousand Nine Hundred Ninety-Nine and no/100 Dollars ($649,999) by a promissory note in the form of **Exhibit C** attached hereto ("Purchase Price Note"). The Developer shall assume or pay all taxes, special assessments and similar governmental impositions due and payable in the year of Closing and after the Closing Date and all future years.

(2) The EDA Property #2 Purchase Price for the EDA Property #1 shall be paid by Developer to the EDA at Closing as follows: Thirty-six Thousand Dollars and No Cents ($36,000) in cash or certified funds or by wire transfer. The Developer shall assume or pay all taxes, special assessments and similar governmental impositions due and payable in the year of Closing and after the Closing Date and all future years.

Section 4.4. Contingencies to Closing on EDA Property.

(1) Developer's Contingencies. The Developer's obligation to close on the purchase of the EDA Property #1 and the EDA Property #2 is expressly conditioned upon each of the following contingencies being satisfied or waived:

(a) obligations required to be performed by EDA under this Agreement as of the Closing Date, including but not limited to, delivery of all of the EDA's Documents described in Section 4.5(2) hereof; and

(b) the Developer shall have received all necessary rezoning, variances, conditional use permits and other permits, site plan and other approvals needed to permit the construction of the Project; and

(c) the Developer shall have completed such environmental investigation (including soil conditions) with respect to the EDA Property #1 and the EDA Property #2 as it deems prudent and shall be satisfied with the results thereof; and

(d) the Developer shall have obtained financing acceptable to the Developer for development of the Project; and

(e) on the Closing Date, the Title Company shall be irrevocably committed to issue to Developer an owner's policy of title insurance with respect to the EDA Property #1 in form and substance approved by Developer; and

(f) the EDA Property #1 Seller shall have deposited $50,000 in the Environmental Escrow Account to be applied in accordance with Section 4.8.

If the Developer determines that any of the foregoing contingencies have not been satisfied on or before the Closing Date, the Developer may, at the option of the Developer, extend the Closing Date for a period of up to 90 days by giving written notice to the EDA.

(2) EDA's Contingencies. The EDA's obligation to close on the sale of the EDA Property #1 and the EDA Property #2 is expressly conditioned upon each of the following contingencies being satisfied or waived:

(a) Developer shall have performed all of the obligations required to be performed by Developer under this Agreement as of the Closing Date;

(b) Developer shall have delivered to the EDA all of the Developer's Documents described in Section 4.5(3);

(c) The City shall have approved the establishment of the TIF District after a public hearing and upon satisfaction of all other conditions required by the TIF Act and the assistance described in Section 3.2;

(d) The EDA shall have approved the sale of the EDA Property #1 and the EDA Property #2 to the Developer after a public hearing and upon satisfaction of all other conditions required by State law;

(e) The EDA shall have approved the assistance described in Section 3.2 and all other conditions required by law to implement the terms of this Agreement have been satisfied;

(f) The Developer shall have submitted the Construction Plans to the EDA and the EDA shall have approved the Construction Plans pursuant to Section 3.6 hereof.

(g) The City has approved a building permit for the construction of the Project;

(h) All the conditions set forth in the EDA Property #1 Purchase Agreement shall have been satisfied and the parties thereto shall have closed on the sale and the EDA Property #1 Seller shall have delivered title to the EDA Property #1 to the EDA;

(i) All the conditions set forth in the EDA Property #2 Purchase Agreement shall have been satisfied and the parties thereto shall have closed on the sale and the EDA Property #2 Seller shall have delivered title to the EDA Property #2 to the EDA;

(j) Developer shall have received or the EDA shall have determined that the Developer will receive all necessary rezoning, variances, conditional use permits and other permits, site plan and other approvals needed to permit the construction of the Project, including without limitation any needed variances and final plat approval; and

(k) Developer shall have obtained all necessary financing for development of the Project.

(3) EDA's and Developer's Options. In the event that any of the foregoing contingencies fail to be satisfied on or before the Closing Date, the Developer or the EDA, as the case may be, may:

(a) terminate this Agreement; or

(b) waive such failure and proceed to close; or

(c) the Developer and EDA may mutually agree to extend the Closing Date.

Section 4.5. Closing.

(1) Time and Place. Subject to the terms and conditions of this Agreement, the Closing on the purchase and sale of the EDA Property #1 and the EDA Property #2 shall take place on the Closing Date and shall take place at such place which is mutually acceptable to the parties. The EDA shall deliver possession of the EDA Property #1 and the EDA Property #2 on the Closing Date.

(2) EDA's Documents. At the Closing, the EDA shall execute, where appropriate, and deliver all of the following "EDA's Documents":

(a) The EDA Property #1 Deed, in substantially the form as **Exhibit F** attached hereto, properly executed on behalf of the EDA conveying the EDA Property #1 to the Developer, together with any other documents reasonably required to be delivered by the EDA.

(b) The EDA Property #2 Deed, in substantially the form as **Exhibit J** attached hereto, properly executed on behalf of the EDA conveying the EDA Property #2 to the Developer, together with any other documents reasonably required to be delivered by the EDA.

(c) Abstracts of title, if any, in the EDA's possession to any portion of the EDA Property #1 or the EDA Property #2 which is abstract property, and any owner's duplicate certificate of title to any portion thereof which is registered property. The EDA has no obligation to have any abstracts updated.

(d) An affidavit of EDA regarding liens, judgments, tax liens, bankruptcies, parties in possession, survey and mechanics' or materialmen's liens and other matters affecting title to the EDA Property #1 or the EDA Property #2 and/or as may be reasonably required by Title Company to delete the so-called "standard exceptions" from the title insurance policy.

(e) A transferor's certification stating that EDA is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code, and containing such additional information as may be required thereunder.

(f) A settlement statement consistent with this Agreement.

(g) The Assessment Agreement.

(h) Such other documents as shall be required to carry out the intent of this Agreement.

(3) Developer's Documents. At the Closing, the Developer shall execute, where appropriate, and deliver all of the following "Developer's Documents":

(a) A sworn construction cost statement executed by the Developer and the general contractor setting forth total Construction Costs of the Project.

(b) Proof of insurance required by this Agreement.

(c) To the extent required and obtainable as of the Closing Date, environmental clearances, subdivision approvals, permits, and any other required governmental approvals for the Project.

(d) An affidavit from Developer indicating on the Closing Date that there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving the Developer; that there has been no skill, labor or material furnished to the EDA Property #1 or the EDA Property #2 for which payment has not been made or for which mechanic's liens could be filed.

(e) Funds sufficient for payment by the Developer at Closing of the recording charges or fees for all documents which are to be placed on record, the fee or charge imposed by any closing agent designated by the Title Company, and any other incidental or related closing costs.

(f) The Organizational Documents and Construction Documents.

(g) The Assessment Agreement.

(h) The Purchase Price Note.

(i) Evidence satisfactory to the EDA that the Developer has sufficient financing to complete the Project.

(j) Such other documents as shall be required to carry out the intent of this Agreement.

Section 4.6. Closing Costs. The Developer shall pay the premium for the Developer's owner's policy of title insurance, filing and recording fees, and the costs of the Title Company to conduct and insure the Closing. The Developer shall also pay any state deed tax on the EDA Property #1 Deed or the EDA Property #2 Deed on behalf of the EDA.

Section 4.7. Title. The Developer has obtained a commitment for an owner's title insurance policy issued by the Title Company naming Developer as the proposed owner-insured of the EDA Property #1 and the EDA Property #2 (the "Commitment") together with copies of all documents referred to in the Commitment. The Developer agrees to take title to the EDA Property #1 and the EDA Property #2 subject only to the Permitted Encumbrances to Fee Title set forth in **Exhibit G**.

Section 4.8. Environmental Remediation. The EDA makes no representations concerning nor shall have any responsibility or obligation to undertake any cleanup or remediation on the EDA Property #1 or the EDA Property #2. Following delivery of the EDA Property #1 Deed, the Developer agrees to remediate any environmental contamination or pollution on the EDA Property #1 or the EDA Property #2 that may be required by law.

To address potential unknown refuse and Hazardous Materials, on the Closing Date, the EDA Property #1 Seller has deposited $50,000 (the "Escrow Funds") into the Environmental Escrow Account established by the City for the benefit of the Developer and the EDA.

(a) After Closing, the Developer and Bay West LLC (the "Environmental Engineer") shall develop a Response Action Plan ("RAP"), prepared with respect to EDA Property #1, to remediate conditions identified in the Phase II Investigation Report, 650 Chestnut Street, Chaska Minnesota, Bay West Project No. J170807, dated October 31, 2017, by Bay West LLC (the "Phase II Report") and any further work that may be required to remove or remediate any petroleum product or other pollutant, contaminant or other Hazardous Materials (the "Remediation") to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations, which shall be approved by the Voluntary Investigation and Cleanup Program staff, the Petroleum Brownfields Program staff or other appropriate program staff of Minnesota Pollution Control Agency ("MPCA") or other applicable action plan from another appropriate regulatory authority (collectively, the "Remediation Plan").

(b) The Developer agrees to take all necessary action to complete the Remediation in accordance with the applicable Remediation Plan.

(c) Whenever the Developer desires a disbursement of Escrow Funds to pay costs of the Remediation, which shall be no more often than monthly, the Developer shall submit to the City and the EDA a written request, accompanied by invoices or other evidence, satisfactory to the City and the EDA, of payment of costs of the Remediation in accordance with the applicable Remediation Plan. If the City and the EDA have not rejected the such costs in writing within 15 calendar days of submission, such costs of the Remediation shall automatically be deemed approved by the City and the EDA, and the City shall disburse the requested amount of the Escrow Funds or such lesser amount as is approved by City and the EDA.

(d) If the Escrow Funds are insufficient to pay all costs of the Remediation and complete the Remediation to a degree necessary to obtain a Closure Letter, the EDA will cause the EDA Property #1 Seller to pay half of such Remediation costs in excess of the Escrow Funds in accordance with the EDA Property #1 Purchase Agreement.

(e) Upon completion of the Remediation, the Developer shall deliver to the City a certificate of completion from the MPCA pursuant to Minnesota Statutes, Section 115B.175 or other closure letter from another appropriate regulatory authority that remediation has been completed to the satisfaction of the MPCA or other authority for purposes of constructing one or more commercial buildings on the Sale Property (the "Closure Letter"), shall be returned to the Developer.

Section 4.9. Developer's Right to Inspect. The Developer is hereby granted the right to enter upon and inspect, analyze and test the EDA Property #1 and the EDA Property #2 for all reasonable purposes, including conducting soil tests. The Developer shall pay for the cost of all investigations of the EDA Property #1 and the EDA Property #2 which are ordered by Developer for purposes of conducting its own investigations of the EDA Property #1 or the EDA Property #2. Developer hereby agrees to indemnify and hold the EDA harmless from any claims, damages, costs and liability, including without limitation reasonable attorneys' fees, resulting from entering upon the EDA Property #1 or the EDA Property #2 or the performing of the analysis, tests or inspections referred to in this section.

Section 4.10. Conveyance Subject to Right of Re-entry. The EDA's conveyance of the EDA Property #1 and the EDA Property #2 to the Developer pursuant to this Agreement will be made subject to a right of re-entry for breach of a condition subsequent in favor of the EDA. The condition subsequent is that, barring any Unavoidable Delays, the Developer shall have completed, not later than 12 months after the Closing Date, demolition of the existing buildings and construction of foundations of the Project on the Development Property in accordance with permits issued by the City. If Developer breaches such condition subsequent, the Developer shall re-convey the EDA Property #1 and the EDA Property #2 back to the EDA. If the Developer fails to re-convey the EDA Property #1 and the EDA Property #2 to the EDA, the EDA may elect to exercise its right of reentry by commencing an action in Carver County District Court to establish the breach of the condition subsequent. If the EDA establishes a breach of the condition subsequent, title to and the right to possession of the EDA Property #1 and the EDA Property #2 and title to all improvements located thereon reverts to the EDA, and the Developer is not entitled to any compensation from the EDA for the value of any improvements the Developer has made to the EDA Property #1 and the EDA Property #2. The Developer must record the Certificate of Completion in the proper County land records at its expense.

ARTICLE V
EVENTS OF DEFAULT

Section 5.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Development Property.

(2) Subject to Unavoidable Delays, failure by the Developer to proceed with due diligence to substantially complete the construction of the Project pursuant to the terms, conditions and limitations of this Agreement by December 31, 2019.

(3) Failure of the Developer to observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) Failure by the Developer to make a payment within 10 days after such payment is due under the Purchase Price Note or pursuant to Section 3.2.

(5) If, prior to the Completion Date, the Developer shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 60 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 60 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 5.1 occurs and is continuing, the EDA, as specified below, may take any one or more of the following actions after the giving of 30 days' written notice to the Developer, but only if the Event of Default has not been cured within said 30 days; provided that if such Event of Default cannot be reasonably cured within the 30 day period, and the Developer has provided reasonable assurances to EDA that it is proceeding with due diligence to cure such default, such 30-day cure period shall be extended for an additional period deemed reasonably necessary by the EDA to effect the cure, but in any event not to exceed an additional 180 days:

(1) The EDA may suspend its performance under this Agreement until it receives assurances from the Developer, deemed reasonably adequate by the EDA, that the Developer will cure its default and continue its performance under this Agreement.

(2) The EDA may terminate this Agreement.

(3) The EDA may accelerate the payments of the Purchase Price Note and the obligations of the Developer under Section 3.2.

(4) If the Event of Default constitutes a breach of the condition subsequent set forth in the right of re-entry in Section 4.10 the EDA reserves in a deed conveying the EDA Property #1 and the EDA Property #2 to the Developer, the EDA may exercise its right of re-entry as set forth in the EDA Property #1 Deed and the EDA Property #2 Deed and Section 4.10 hereof.

(5) The EDA may seek specific performance of the obligations of the Developer pursuant to this Agreement and the Purchase Price Note or damages to the extent otherwise set forth herein as to any obligation, agreement, or covenant of the Developer under this Agreement or the Purchase Price Note.

(6) The EDA may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the EDA is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.5. Indemnification of EDA and the City .

(1) The Developer releases from and covenants and agrees that the EDA and the City, and their governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, except to the extent caused by any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or

under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the EDA in this Agreement.

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

Section 5.6. Reimbursement of Attorneys' Fees. If the Developer shall default under any of the provisions of this Agreement, and the EDA shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will on demand therefor reimburse the EDA for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 5.7. Developer Remedies on Default. Whenever any Event of Default occurs by the EDA, the Developer may, after 30 days' prior written notice to the EDA, suspend its performance under this Agreement and/or take whatever action at law or in equity may appear necessary or desirable to the Developer to enforce performance and observance of any obligation, agreement, or covenant of the EDA under this Agreement. Nothing in this Agreement shall entitle the Developer to make any claim against the EDA for any damages whatsoever and the Developer's remedies are strictly limited to the foregoing. However, if the Developer prevails in an adjudicated proceeding to compel specific performance of any obligation, agreement, or covenant of the EDA under this Agreement on which the EDA is in default and the Developer shall employ attorneys or incur other reasonable expenses in connection with such proceeding, the EDA will on demand therefor reimburse the Developer for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI
ADDITIONAL PROVISIONS

Section 6.1. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that, through the Termination Date, the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a commercial property in accordance with City zoning, which does not qualify for an exemption from property taxes. The conversion of any portion of the Project to any other use shall result in the termination of the use of the Tax Increments and require immediate payment in full of the outstanding balance of the Purchase Price Note and the Interfund Loan, unless the City first approves said change in use.

Section 6.2. Reports. The Developer shall provide the EDA reports in a timely manner with such information about the Project as the EDA may reasonably request for purposes of satisfying any reporting requirements imposed by law on the EDA.

Section 6.3. Limitations on Transfer and Assignment.

(1) Except as provided in Section 3.9 or Section 6.3(5), the Developer will not sell, assign, convey, lease or transfer in any other mode or manner (collectively, "Transfer") this Agreement or the Development Property or the Project, or any interest therein, without the express written approval of the EDA, which consent will not be unreasonably withheld, conditioned or delayed;

(2) The Developer shall not, prior to the Termination Date, permit any Transfer of the Development Property or the Project to any entity whose ownership or operation of the property would result in the Development Property being exempt from real estate taxes under State law;

(3) The EDA shall be entitled to require, as conditions to any approval of any Transfer of this Agreement, the Development Property, the Project, or applicable portion thereof, that:

(a) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the EDA, necessary and adequate to fulfill the obligations undertaken in this Agreement and the Purchase Price Note by the Developer;

(b) Any proposed transferee, by instrument in writing satisfactory to the EDA shall, for itself and its successors and assigns, and expressly for the benefit of the EDA have expressly assumed any of the remaining obligations of the Developer under this Agreement and the Purchase Price Note and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(c) There shall be submitted to the EDA for review all instruments and other legal documents involved in effecting transfer, and if approved by EDA, its approval shall be indicated to the Developer in writing;

(d) The Developer and its transferees shall comply with such other conditions as the EDA may reasonably require in order to achieve and safeguard the purposes of the Act, the TIF Act, this Agreement, and the Purchase Price Note; and

(e) In the absence of a specific written agreement by the EDA to the contrary, no such transfer or approval by the EDA thereof shall be deemed to relieve the Developer or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

(4) The Developer agrees to pay all reasonable legal fees and expenses of the EDA, including fees of the city attorney and outside counsel retained by the EDA to review the documents submitted to the EDA in connection with any Transfer.

(5) Nothing contained in this Section shall prohibit the Developer from (i) entering into leases with tenants in the ordinary course of business, (ii) entering into easement or other agreements necessary for the operation of the Project, (iii) admitting or removing members in accordance with the applicable organizational documents.

Section 6.4. Conflicts of Interest. No member of the governing body or other official of the EDA shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the EDA shall be personally liable to the EDA in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.5. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

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

Chaska Growth Holdings, LLC
1980 Excel Drive
Mankato, MN 56001

(b) in the case of the EDA is addressed to or delivered personally to the EDA at:

Chaska Economic Development Authority
Chaska City Hall
One City Hall Plaza
Chaska, MN 55318
Attn: Executive Director

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.7. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.9. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.10. Term; Termination. This Agreement shall terminate on the Termination Date. After the Termination Date, if requested by the Developer, the EDA will provide a termination certificate as to the Developer's obligations hereunder.

Section 6.11. Provisions Surviving Rescission, Expiration or Termination. Sections 5.5 and 5.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.12. Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the Development Property, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property.

Section 6.13. Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the EDA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the EDA and not of any governing body member, officer, agent, servant or employee of the EDA.

Section 6.14. Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Developer agrees that all legal actions initiated by the Developer, the EDA with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State

of Minnesota, Carver County, District Court and shall not be removed therefrom to any other federal or state court.

Section 6.15. Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the EDA Property #1 or the EDA Property #2 and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, the EDA has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

**CHASKA ECONOMIC DEVELOPMENT AUTHORITY**

By:_____
Mark Windschitl
Its: President

By:_____
Matt Podhradsky
Its: Executive Director

DRAFT

This is a signature page to the Purchase and Development Agreement, between the Chaska Economic Development Authority and Chaska Growth Holdings, LLC

**CHASKA GROWTH HOLDINGS, LLC**

By: _____

Its: _____

This is a signature page to the Purchase and Development Agreement, between the Chaska Economic Development Authority and Chaska Growth Holdings, LLC

**EXHIBIT A**

**DESCRIPTION OF TIF DISTRICT**

The real property situated in the City of Chaska, County of Carver, State of Minnesota, described as follows:

Parcel 1

The Klein Brick Yard Seventh A, Lot 002, Block 001

The Klein Brick Yard Seventh A, Lot 003, Block 001

EDA Property #1

PID #306560060

The Klein Brick Yard Seventh A, Lot 004, Block 001

To be replatted by the Developer as follows:

EDA Property #2

A portion of PID #306560030, which is currently legally described as Lot 2, Block 1, The Klein Brick Yard Seventh Addition

To be subdivided as depicted in **Exhibit K** to create the parcel labeled ___ in **Exhibit K**

DRAFT

**EXHIBIT B**

**LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY**

The real property situated in the City of Chaska, County of Carver, State of Minnesota, described as follows:

Parcel 1

The Klein Brick Yard Seventh A, Lot 002, Block 001

The Klein Brick Yard Seventh A, Lot 003, Block 001

EDA Property #1

PID #306560060

The Klein Brick Yard Seventh A, Lot 004, Block 001

To be replatted by the Developer as follows:

EDA Property #2

A portion of PID #306560030, which is currently legally described as Lot 2, Block 1, The Klein Brick Yard Seventh Addition

To be subdivided as depicted in **Exhibit K** to create the parcel labeled ___ in **Exhibit K**

DRAFT

**EXHIBIT C**

**PURCHASE PRICE NOTE**

Chaska Growth Holdings, LLC (the "Developer"), a Minnesota limited liability company, hereby acknowledges itself to be indebted and, for value received, hereby promises to pay to the Chaska Economic Development Authority (the "EDA") or its registered assigns (the registered owner of this Note is referred to herein as the "Registered Owner"), the principal sum of Six Hundred and Forty-Nine Thousand Nine Hundred Ninety-Nine and no/100 Dollars ($649,999).

The principal amount of this Note shall equal, from time to time, the principal amount stated above, as reduced to the extent that such principal shall have been paid in whole or in part pursuant to the terms hereof. This Note is issued pursuant to that certain Purchase and Development Agreement, dated as of _____ ___, 2018, as the same may be amended from time to time (the "Purchase and Development Agreement"), by and between the EDA and the Developer.

The amounts due under this Note shall be payable in 52 semiannual installments, commencing August 1, 2021, and on each February 1 and August 1 thereafter to and including February 1, 2047, or, if the first day of either February 1 or August 1 should not be a Business Day (as defined in the Purchase and Development Agreement), the next succeeding Business Day (the "Payment Dates") in the amounts shown in the schedule below (each a "Payment Installment"). On each Payment Date the EDA will credit against the Payment Installment then due, an amount equal to 90% of the Tax Increments (as defined in the Purchase and Development Agreement) received by the EDA in the 6-month period preceding such Payment Date. If, on any Payment Date, 90% of the Tax Increments received by the EDA in the 6-month period preceding such Payment Date is less than the amount shown in the schedule below, the Developer shall pay, by check or draft mailed to the EDA, an amount equal to the deficiency.

| Date | Amount | Date | Amount | Date | Amount | Date | Amount |
|---|---|---|---|---|---|---|---|
| 8/1/21 | 12,265 | 2/1/28 | 15,864 | 8/1/34 | 20,955 | 2/1/41 | 26,241 |
| 2/1/22 | 12,265 | 8/1/28 | 16,528 | 2/1/35 | 20,955 | 8/1/41 | 27,217 |
| 8/1/22 | 12,821 | 2/1/29 | 16,528 | 8/1/35 | 21,772 | 2/1/42 | 27,217 |
| 2/1/23 | 12,821 | 8/1/29 | 17,213 | 2/1/36 | 21,772 | 8/1/42 | 28,222 |
| 8/1/23 | 13,394 | 2/1/30 | 17,213 | 8/1/36 | 22,614 | 2/1/43 | 28,222 |
| 2/1/24 | 13,394 | 8/1/30 | 17,917 | 2/1/37 | 22,614 | 8/1/43 | 29,257 |
| 8/1/24 | 13,984 | 2/1/31 | 17,917 | 8/1/37 | 23,481 | 2/1/44 | 29,257 |
| 2/1/25 | 13,984 | 8/1/31 | 18,643 | 2/1/38 | 23,481 | 8/1/44 | 30,323 |
| 8/1/25 | 14,592 | 2/1/32 | 18,643 | 8/1/38 | 24,374 | 2/1/45 | 30,323 |
| 2/1/26 | 14,592 | 8/1/32 | 19,391 | 2/1/39 | 24,374 | 8/1/45 | 31,421 |
| 8/1/26 | 15,219 | 2/1/33 | 19,391 | 8/1/39 | 25,294 | 2/1/46 | 31,421 |
| 2/1/27 | 15,219 | 8/1/33 | 20,162 | 2/1/40 | 25,294 | 8/1/46 | 32,553 |
| 8/1/27 | 15,864 | 2/1/34 | 20,162 | 8/1/40 | 26,241 | 2/1/47 | 32,553 |

DRAFT

This Note is prepayable at any time without penalty.

If, as of the termination date of the TIF District (as defined in the Purchase and Development Agreement), the EDA has received Tax Increments in an amount less than $649,999, the EDA will, if the Tax Increments have been received by the EDA in an amount at least equal to the amounts set forth above or the Developer has paid all deficiency amounts in accordance with Section 3.2 of the Purchase and Development Agreement and this Note, forgive the remaining principal amount of this Note.

IN WITNESS WHEREOF, Chaska Growth Holdings, LLC, has caused this Note to be executed and delivered as of _____ ____, 2018.

CHASKA GROWTH HOLDINGS, LLC

By:_____
Its: _____



8.A. Adopt Resolution 2018-79, Public... Packet Page 171 of...
Page 53 of 93

**EXHIBIT D**

**SOURCES AND USES**

DRAFT

**EXHIBIT E**

**CERTIFICATE OF COMPLETION OF PROJECT**

THIS CERTIFICATE, made this ____ day of _____, 201___ from the CHASKA ECONOMIC DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the laws of the State of Minnesota (the "EDA"), for the benefit Chaska Growth Holdings, LLC, a Minnesota limited liability company (the "Developer").

WHEREAS, the EDA and the City entered into a Purchase and Development Agreement (the "Agreement"), dated _____ ___, 2018, with the Developer which requires the Developer to construct approximately 10,597 square feet of commercial space in one or more buildings (the "Project") on the property legally described as follows (the "Development Property"):

The Klein Brick Yard Seventh A, Lot 002, Block 001
The Klein Brick Yard Seventh A, Lot 003, Block 001
The Klein Brick Yard Seventh A, Lot 004, Block 001

WHEREAS, the Developer has constructed the Project in a manner deemed sufficient by the EDA to permit the execution of this certification;

NOW THEREFORE, the EDA does hereby certify that the Developer has satisfactorily completed the Project and terms and conditions as recited in the Agreement. The Developer is released and forever discharged from its obligations with respect to construction of the Project under Article III of the Agreement. Any remaining obligations under the Agreement shall be solely contractual obligations of the Developer and parties to whom the Developer expressly assigns, and who expressly assume, the Developer's obligations under the Agreement. The remaining covenants of the Developer under the Agreement are not intended to run with title to the Development Property or bind successors in title to the Development Property.

DRAFT

The EDA has, as of the date and year first above written, set its hand hereon.

CHASKA ECONOMIC DEVELOPMENT AUTHORITY

By _____
Its Executive Director

STATE OF MINNESOTA )
) ss
COUNTY OF CARVER )

On this ____ day of _____, 201___, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is the Executive Director of the Chaska Economic Development Authority, the authority named in the foregoing instrument, and said instrument was signed in behalf of said political subdivision by authority of its Board of Commissioners, and said _____ acknowledged said instrument to be the free act and deed of said authority.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
KENNEDY & GRAVEN, CHARTERED (JSB)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

# EXHIBIT F
# FORM OF QUIT CLAIM DEED

**(Top 3 inches reserved for recording data)**

**QUIT CLAIM DEED**

DEED TAX DUE: $_____ DATE: _____
ECRV: _____ *(month/day/year)*

FOR VALUABLE CONSIDERATION, Chaska Economic Development Authority
*(insert name of Grantor)*

a body corporate and politic under the laws of Minnesota, ("**Grantor**"), hereby conveys and quitclaims to _____
*(insert name of Grantee)*

Chaska Growth Holdings, LLC
a limited liability company under the laws of Minnesota, ("**Grantee**"),
real property in Carver County, Minnesota, legally described as follows:

The Klein Brick Yard Seventh A, Lot 004, Block 001

*Check here if all or part of the described real property is Registered (Torrens)* ☑

together with all hereditaments and appurtenances and subject to the Right of Re-Entry for Breach of Condition Subsequent in favor of Grantor which is described on **Exhibit A**.

*Check applicable box:*

☐ The Seller certifies that the Seller does not know of any wells on the described property.

☐ A well disclosure certificate accompanies this document (If electronically filed, insert WDC number: _____).

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Chaska Economic Development Authority

By: _____
Mark Windschitl

Its: President

By: _____
Matt Podhradsky

Its: Executive Director

DRAFT

State of Minnesota, County of CARVER

This instrument was acknowledged before me on _____, 2018 by Mark Windschitl, as President
and by Matt Podhradsky, as Executive Director of the Chaska Economic Development Authority, a body corporate and politic organized and existing under the laws of the State of Minnesota under the laws of the State of Minnesota, on behalf of the body corporate and politic.

_____
*Notary Public*

THIS INSTRUMENT WAS DRAFTED BY:
*(insert name and address)*

Kennedy & Graven, Chartered (JSB)
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
*(insert name and address of Grantee to whom tax statements should be sent)*

Chaska Growth Holdings, LLC
1980 Excel Drive
Mankato, MN 56001

EXHIBIT A

TO QUIT CLAIM DEED
EXECUTED BY
THE CHASKA ECONOMIC DEVELOPMENT AUTHORITY, GRANTOR,
IN FAVOR OF CHASKA GROWTH HOLDINGS, LLC, GRANTEE.

The Chaska Economic Development Authority, Grantor, is conveying the property described in the attached Quit Claim Deed (the "EDA Property #1") to Chaska Growth Holdings, LLC, Grantee, subject to a right of re-entry for breach of conditions subsequent in favor of Grantor. The condition subsequent is that, barring any Unavoidable Delays, Grantee shall have completed, not later than 12 months after the date of the attached Deed, demolition of the existing buildings and construction of foundations of the Project on the Development Property in accordance with permits issued by the City of Chaska, Minnesota as set forth in Section 4.10 of that certain Purchase and Development Agreement between the Grantor and Grantee dated as of _____ ___, 2018 (the "Purchase and Development Agreement"). If Grantee breaches the condition subsequent, Grantee shall re-convey the EDA Property #1 back to Grantor. If Grantee fails to re-convey the EDA Property #1 to the Grantor, Grantor may elect to exercise its right of reentry by commencing an action in Carver County District Court to establish the breach of the condition subsequent. If Grantor establishes a breach of the condition subsequent, title to and the right to possession the EDA Property #1, and title to all improvements located thereon reverts to Grantor, and Grantee is not entitled to any compensation from Grantor for the value of any improvements Grantee has made to the EDA Property #1.

The Certificate of Completion issued under the Purchase and Development Agreement shall conclusively satisfy and terminate the right of re-entry of the Grantor in this Quit Claim Deed or pursuant to the Purchase and Development Agreement.

**EXHIBIT G**

**PERMITTED ENCUMBRANCES TO FEE TITLE**

1. Permitted Encumbrances, as defined in this Agreement, are those items listed in [**Schedule B-I and B-II**] in the Loan Policy File No. _____ issued by _____, of even date herewith.

DRAFT

**EXHIBIT H**

**ASSESSMENT AGREEMENT**

THIS AGREEMENT, dated as of this __ day of _____, 2018, is between Chaska Economic Development Authority (the "EDA") and Chaska Growth Holdings, LLC (the "Developer").

WITNESSETH

WHEREAS, on or before the date hereof the EDA and the Developer have entered into a Purchase and Development Agreement dated as of _____ ___, 2018 (the "Purchase and Development Agreement") regarding certain real property located in the City of Chaska, Minnesota (the "City") including the property legally described in Exhibit A (the "Developer Property").

WHEREAS, it is contemplated that pursuant to said Purchase and Development Agreement, the Developer will construct approximately 10,597 square feet of commercial space in one or more buildings (the "Project") on the Developer Property in accordance with construction plans approved by the EDA.

WHEREAS, the EDA and the Developer desire to establish a minimum market value for the Developer Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177.

WHEREAS, the Developer has acquired the land included in the Developer Property legally described in Exhibit A attached hereto.

WHEREAS, the EDA and the Assessor have reviewed Construction Plans for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2020, the minimum market value, which shall be assessed for the Developer Property, shall be $1,970,000.

2. The minimum market values herein established shall be of no further force and effect after assessment on January 2, 2046 for taxes payable in 2047 and this Agreement shall terminate automatically on January 31, 2046; provided, however, this Agreement shall

terminate on such earlier date as the TIF District (as defined in the Purchase and Development Agreement) is decertified, defeased or terminated in accordance with its terms (the "Termination Date"). If the Termination Date is earlier than January 31, 2046 for taxes payable in 2047, the EDA shall duly execute and record a release of this Agreement upon the written request and sole expense of the then holder of fee title to the Developer Property.

3. This Agreement shall be recorded by the EDA with the County Recorder of Carver County, Minnesota. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Purchase and Development Agreement among the EDA and the Developer.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

This instrument was drafted by:
Kennedy & Graven, Chartered (JSB)
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402

IN WITNESS WHEREOF, the EDA and the Developer have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

CHASKA ECONOMIC DEVELOPMENT AUTHORITY

By_____
Its President

By_____
Its Executive Director

STATE OF MINNESOTA )
): ss
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the President of the Chaska Economic Development Authority on behalf of said Authority.

_____
Notary Public

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the Executive Director of the Chaska Economic Development Authority, on behalf of said Authority.

_____
Notary Public

Signature page for Assessment Agreement by and among Chaska Economic Development Authority and Chaska Growth Holdings, LLC

**CHASKA GROWTH HOLDINGS, LLC**, a Minnesota limited liability company

By_____
Name: _____
Its: _____

STATE OF MINNESOTA )
): ss
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Chaska Growth Holdings, LLC, a Minnesota limited liability company, on behalf of said _____.

_____
Notary Public

Signature page for Assessment Agreement by and among the Chaska Economic Development Authority and Chaska Growth Holdings, LLC

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the Assessment Agreement dated as of _____ __, 2018 by and between Chaska Economic Development Authority and Chaska Growth Holdings, LLC, the plans and specifications for the Project, as defined in the foregoing Assessment Agreement, and the market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market value contained in the Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the minimum market value as of January 2, 2020 of $1,970,000 assigned to such land and improvements is reasonable.

_____
County Assessor for Carver County

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

This instrument was acknowledged before me on _____, 2018, by _____, the County Assessor of Carver County.

_____
Notary Public

## EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

### Legal Description of Developer Property

The real property situated in the City of Chaska, County of Carver, State of Minnesota, described as follows:

The Klein Brick Yard Seventh A, Lot 002, Block 001

The Klein Brick Yard Seventh A, Lot 003, Block 001

The Klein Brick Yard Seventh A, Lot 004, Block 001

**EXHIBIT I**

**EDA PROPERTY #1 ENVIRONMENTAL REPORTS**

# EXHIBIT J
# FORM OF QUIT CLAIM DEED

**(Top 3 inches reserved for recording data)**

**QUIT CLAIM DEED**

DEED TAX DUE: $_____ DATE: _____
*(month/day/year)*

ECRV: _____

FOR VALUABLE CONSIDERATION, Chaska Economic Development Authority
*(insert name of Grantor)*

a body corporate and politic under the laws of Minnesota, ("**Grantor**"), hereby conveys and quitclaims to _____
*(insert name of Grantee)*

Chaska Growth Holdings, LLC
a limited liability company under the laws of Minnesota, ("**Grantee**"),
real property in Carver County, Minnesota, legally described as follows:

The Klein Brick Yard Seventh A, Lot 002, Block 001

*Check here if all or part of the described real property is Registered (Torrens)* ☑

together with all hereditaments and appurtenances and subject to the Right of Re-Entry for Breach of Condition Subsequent in favor of Grantor which is described on **Exhibit A**.

*Check applicable box:*

☐ The Seller certifies that the Seller does not know of any wells on the described property.

☐ A well disclosure certificate accompanies this document (If electronically filed, insert WDC number: _____).

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Chaska Economic Development Authority

By: _____
Mark Windschitl

Its: President

By: _____
Matt Podhradsky

Its: Executive Director

State of Minnesota, County of CARVER

This instrument was acknowledged before me on _____, 2018 by Mark Windschitl, as President
and by Matt Podhradsky, as Executive Director of the Chaska Economic Development Authority, a body corporate and politic organized and existing under the laws of the State of Minnesota under the laws of the State of Minnesota, on behalf of the body corporate and politic.

_____
*Notary Public*

THIS INSTRUMENT WAS DRAFTED BY:
*(insert name and address)*

Kennedy & Graven, Chartered (JSB)
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
*(insert name and address of Grantee to whom tax statements should be sent)*

Chaska Growth Holdings, LLC
1980 Excel Drive
Mankato, MN 56001

EXHIBIT A

TO QUIT CLAIM DEED
EXECUTED BY
THE CHASKA ECONOMIC DEVELOPMENT AUTHORITY, GRANTOR,
IN FAVOR OF CHASKA GROWTH HOLDINGS, LLC, GRANTEE.

The Chaska Economic Development Authority, Grantor, is conveying the property described in the attached Quit Claim Deed (the "EDA Property #2") to Chaska Growth Holdings, LLC, Grantee, subject to a right of re-entry for breach of conditions subsequent in favor of Grantor. The condition subsequent is that, barring any Unavoidable Delays, Grantee shall have completed, not later than 12 months after the date of the attached Deed, demolition of the existing buildings and construction of foundations of the Project on the Development Property in accordance with permits issued by the City of Chaska, Minnesota as set forth in Section 4.10 of that certain Purchase and Development Agreement between the Grantor and Grantee dated as of _____ ___, 2018 (the "Purchase and Development Agreement"). If Grantee breaches the condition subsequent, Grantee shall re-convey the EDA Property #2 back to Grantor. If Grantee fails to re-convey the EDA Property #2 to the Grantor, Grantor may elect to exercise its right of reentry by commencing an action in Carver County District Court to establish the breach of the condition subsequent. If Grantor establishes a breach of the condition subsequent, title to and the right to possession the EDA Property #2, and title to all improvements located thereon reverts to Grantor, and Grantee is not entitled to any compensation from Grantor for the value of any improvements Grantee has made to the EDA Property #2.

The Certificate of Completion issued under the Purchase and Development Agreement shall conclusively satisfy and terminate the right of re-entry of the Grantor in this Quit Claim Deed or pursuant to the Purchase and Development Agreement.

**EXHIBIT K**
**DEPICTION OF EDA PROPERTY #2**

# Chaska, Minnesota
# Chaska Economic Development Authority

## Tax Increment Financing Plan

for

## Tax Increment Financing (Redevelopment) District No. 21

## Within Redevelopment Project Area No. 4

Draft Dated: June 15, 2018
Scheduled Public Hearing: June 18, 2018
Anticipated Approval: June 18, 2018

Prepared by:

SPRINGSTED INCORPORATED
380 Jackson Street, Suite 300
St. Paul, MN 55101-2887
(651) 223-3000
*WWW.SPRINGSTED.COM*

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## Section A Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"Authority" means the Chaska Economic Development Authority.

"City" means the City of Chaska, Minnesota; also referred to as a "Municipality".

"City Council" means the City Council of the Chaska; also referred to as the 'Governing Body".

"County" means Carver County, Minnesota.

"Redevelopment Project Area" means Redevelopment Project Area No. 4 in the City, which is described in the corresponding Redevelopment Plan.

"Redevelopment Plan" means the Redevelopment Plan for the Redevelopment Project Area.

"Project Area" means the geographic area of the Redevelopment Project Area.

"School District" means Independent School District No. 112, Minnesota.

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, as amended.

"TIF District" means Tax Increment Financing (Redevelopment) District No. 21.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

## Section B Statutory Authorization

Minnesota Statutes, Sections 469.001-469.047, as amended (Housing and Redevelopment Authority Act) grants the authority to designate redevelopment areas within the boundaries of the municipality. Within these areas, the municipality may adopt a redevelopment plan and establish a project consistent with the municipality's public purpose. The project consists of a redevelopment project as defined in Section 469.002, Subdivision 14.

## Section C Statement of Need and Public Purpose

The Authority has determined that conditions exist within the Redevelopment Area which have prevented further development of land by private enterprise. It has been found that the Redevelopment Area is potentially more useful and valuable for contributing to the public health, safety and welfare than has been realized under existing development.

The development of these parcels is not attainable in the foreseeable future without the intervention of the Authority in the private development process. The Authority has prepared the Redevelopment Plan, which provides for the elimination of these conditions, thereby making the land useful and valuable for contributing to the public health, safety and welfare.

## Section D Statement of Objectives

The Authority, through implementation of this plan, seeks to achieve the following objectives:

1. Redevelopment of two existing blighted buildings.
2. Funding of eligible improvements related to the qualification of the property as a redevelopment district, through the use tax increment.
3. Redevelopment of blighted buildings on a 1.16 acre site for new commercial buildings.

## Section E Designation of Tax Increment Financing District as a Redevelopment District

Redevelopment districts are a type of tax increment financing district in which one or more of the following conditions exists and is reasonably distributed throughout the district:

(1) parcels comprising at least 70% of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50% of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance. A parcel is deemed "occupied" if at least 15% of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots; or other similar structures.

(2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used railyards, rail storage facilities, or excessive or vacated railroad right-of-ways; or

(3) tank facilities, or property whose immediately previous use was for tank facilities, as defined in section 115C.02, subdivision 15, if the tank facilities:

(i) have or had a capacity of more than 1,000,000 gallons;
(ii) are located adjacent to rail facilities; and
(iii) have been removed or are unused, underused, inappropriately used, or infrequently used; or

(4) a qualifying disaster area, as defined in Minnesota Statutes, 469.174, subd. 10(b).

For districts consisting of two more noncontiguous areas, each area must individually qualify under the provisions listed above, as well as the entire area must also qualify as a whole.

The TIF District qualifies as a redevelopment district in that it meets all of the criteria listed in (1) above. The supporting facts and documentation for this determination are summarized in Exhibit VI and will be retained by the Authority for the life of the TIF District and are available to the public upon request.

"Structurally substandard" is defined as buildings containing defects or deficiencies in structural elements, essential utilities and facilities, light and ventilation, fire protection (including egress), layout and condition of interior partitions, or similar factors. Generally, a building is not structurally substandard if it is in compliance with the building code applicable to a new building, or could be modified to satisfy the existing code at a cost of less than 15% of the cost of constructing a new structure of the same size and type.

A city may not find that a building is structurally substandard without an interior inspection, unless it can not gain access to the property and there exists evidence which supports the structurally substandard finding. Such evidence includes recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence. Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained pursuant to Minnesota Statutes, Section 469.175, subd. 3, clause (1). A parcel is deemed to be occupied by a structurally substandard building if the following conditions are met:

(1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the district;

(2) the demolition or removal of the substandard building was performed or financed by the Authority, or was performed by a developer under a development agreement with the Authority,

(3) the Authority found by resolution before such demolition or removal occurred that the building was structurally substandard and that the Authority intended to include the parcel in the TIF district, and

(4) the Authority notifies the county auditor that the original tax capacity of the parcel must be adjusted upon filing the request for certification of the tax capacity of the parcel as part of a district.

In the case of (4) above, the County Auditor shall certify the original net tax capacity of the parcel to be the greater of (a) the current tax capacity of the parcel, or (b) a computed tax capacity of the parcel using the estimated market value of the parcel for the year in which the demolition or removal occurred, and the appropriate classification rate(s) for the current year.

At least 90 percent of the tax increment from a redevelopment district must be used to finance the cost of correcting conditions that allow designation as a redevelopment district. These costs include, but are not limited to, acquiring properties containing structurally substandard buildings or improvements or hazardous substances, pollution, or contaminants, acquiring adjacent parcels necessary to provide a site of sufficient size to permit development, demolition and rehabilitation of structures, clearing of land, removal of hazardous substances or remediation necessary to develop the land, and installation of utilities, roads, sidewalks, and parking facilities for the site. The allocated administrative expenses of the Authority may be included in the qualifying costs.

## Section F Duration of the TIF District

Redevelopment districts may remain in existence 25 years from the date of receipt by the Authority of the first tax increment. Modifications of this plan (see Section Z) shall not extend these limitations.

Pursuant to Minnesota Statutes, Section 469.175, subd. 1(b), the Authority specifies 2021 as the first year in which it elects to receive tax increment from the TIF District, which is no later than four years following the year of approval of the TIF District. Thus, the Authority reserves the right to allow the TIF District to remain in existence the maximum duration allowed by law (projected to be through the year 2046) but anticipates that the TIF District may be decertified early. However, the Authority reserves the right to allow the district to remain active for the maximum duration allowed (see Section P) and will decertify the TIF District as early as possible should the projected increment be received in a shorter period than originally projected. All tax increments from taxes payable in the year the TIF District is decertified shall be paid to the Authority.

## Section G Property to be Included in the TIF District

The TIF District is an approximate 1.16-acre area of land located within the Project Area. A map showing the location of the TIF District is shown in Exhibit I. The boundaries and area encompassed by the TIF District are described below:

| Parcel Number | Legal Description |
|---|---|
| 30.6560030 | Lot 2, Block 1. The Klein Brick Yard Seventh A |
| 30.6560040 | Lot 3, Block 1. The Klein Brick Yard Seventh A |
| 30.6560060 | Lot 4, Block 1. The Klein Brick Yard Seventh A |

** parcels listed above are anticipated to be split and combined to be one parcel prior to development*

The area encompassed by the TIF District shall also include all adjacent roads and all street or utility right-of-ways located upon or adjacent to the property described above.

## Section H Property to be Acquired in the TIF District

The Authority may acquire and sell any or all of the property located within the Project Area. The Authority does not anticipate acquiring the property within the district.

## Section I Specific Development Expected to Occur Within the TIF District

The proposed project is expected to consist of the acquisition, demolition and subsequent construction of an approximately 10,597 square foot retail development in one or more comprising of three separate buildings in the City. The City anticipates using tax increment to finance eligible redevelopment costs including acquisition, demolition, public infrastructure improvements and other related and necessary redevelopment costs, including eligible administrative expenses.

The Authority anticipates redevelopment commencing in late 2018 or early 2019 and continuing into 2019. The project is expected to be fully completed by December 31, 2019 for assess 2020 and taxes payable 2021.

## Section J Findings and Need for Tax Increment Financing

In establishing the TIF District, the Authority makes the following findings:

(1) The TIF District qualifies as a redevelopment district;

The City of Chaska retained the services of LHB to inspect and evaluate property within the proposed Tax Increment Financing District No. 21 to be established by the Authority. The purpose of the evaluation was to determine if the proposed district met the statutory requirements for coverage and if the buildings met the qualifications required for a Redevelopment District.

The final report was prepared for the Authority to retain on file in City offices for public inspection. The report contains the details of the findings summarized below regarding the substandard qualifications:

- The TIF District consists of three parcels or portions thereof that are occupied so 100 percent of the area of the proposed TIF District is occupied (exceeding the 70 percent coverage test);
- 100 percent (2 of 2) of the buildings in the proposed District contain code deficiencies exceeding the 15 percent threshold;
- The buildings are structurally substandard to a degree requiring substantial renovation or clearance, because of defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance; and
- The substandard buildings are reasonably distributed throughout the geographic area of the proposed TIF District.

These findings are described more completely in Exhibit VI.

(2) The proposed development, in the opinion of the Authority, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and the increased market value of the site that could reasonably be expected to occur without the use of tax

increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the district permitted by the TIF Plan.

Factual basis:

*Proposed development not expected to occur:*

The proposed project consists of the redevelopment of property within the City that consists of blighted properties that were found to be substandard and will be demolished following establishment of the District for commercial uses. The Authority has identified extraordinary costs including demolition, environmental remediation, site grading, other public improvements and infrastructure needs associated with redevelopment of the project site in conjunction with the new development. The estimated total redevelopment costs make the total cost of this effort significantly higher than costs reasonably incurred for similar developments on a clean site. The City's finding that the proposed redevelopment would be unlikely to occur solely through private investment within the reasonably foreseeable future is based on an analysis of the proforma and other materials submitted by the developer. As necessary, the City anticipates analyzing future proformas in detail to determine the minimal amount of assistance needed to compensate developers for extraordinary and allowable costs.

*No higher market value expected:*

If the proposed redevelopment did not go forward, for the same reasons described above, no alternative redevelopment of the project site is expected to occur in the foreseeable future. The currently blighted buildings need to be removed from the site to allow development to occur and without tax increment assistance, the result would be only a modest increase in market value compared to the more significant value growth created by the proposed redevelopment. In short, there is no basis for expectation that the area would redevelop or be renovated in any significant way purely by private action without public subsidy given the improvements necessary for the development of the project area.

To summarize the basis for the Authority's findings regarding alternative market value, in accordance with Minnesota Statutes, Section 469.175, Subd. 3(d), the Authority makes the following determinations:

a. The Authority's estimate of the amount by which the market value of the site will increase without the use of tax increment financing is anywhere from $0 to some modest amount based on small scale renovation or redevelopment that could be possible without assistance; any estimated values would be too speculative to ascertain.

b. If the proposed development to be assisted with tax increment occurs in the District, the total increase in market value would be approximately $3,285,404, including the value of the building (See Exhibit II).

c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be $742,553 (See Exhibit V).

d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than $2,542,851 (the amount in clause b less the amount in clause c) without tax increment assistance.

(3) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the Authority as a whole, for development of the Project Area by private enterprise.

Factual basis: The anticipated redevelopment of the project site may include the redevelopment of an existing vacant building for commercial uses, and the redevelopment of the Project Area is consistent with the City's design goals.

(4) The TIF Plan conforms to general plans for development of the Authority as a whole.

Factual basis: The City Planning Commission has determined that the development proposed in the TIF Plan conforms to the City comprehensive plan.

(5) The Authority elects the method of tax increment computation set forth in Minnesota Statutes, Section 469.177, Subdivision 3(a); therefore subdivision 3(a) shall apply which indicates the original net tax capacity and the current net tax capacity shall be determined after the application of the fiscal disparity provisions (see method (a) in Section P).

## Section K Estimated Public Costs

The estimated public costs of the TIF District are listed below. Such costs are eligible for reimbursement from tax increments of the TIF District.

| | |
|---|---|
| Land/Building acquisition, Demolition, Special Assessments, Public Utilities, Site Improvements/Preparation Costs, and other Eligible Improvements | 1,103,419 |
| Bond/Note Interest Payments | |
| Administrative expenses | 122,603 |
| Other Expenditures | |
| Total | 1,226,022 |

The Authority anticipates using tax increment to the extent available to assist with financing a portion of the site acquisition, site improvements, infrastructure and building rehabilitation costs, related administrative expenses, and other TIF-eligible expenditures as necessary and related to development of the project. The Authority reserves the right to administratively adjust the amount of any of the items listed above or to incorporate additional eligible items, so long as the total estimated public cost is not increased. The Authority reserves the right to spend available tax increment outside of the TIF District boundaries and within the project area.

## Section L Estimated Sources of Revenue

| | |
|---|---|
| Tax Increment revenue | 1,226,022 |
| Interest on invested funds | |
| Other | |
| Total | 1,226,022 |

The Authority anticipates using future tax increments for reimbursement of public costs incurred from Section K. As increments are collected from the TIF District in future years, these taxes will be reserved by the Authority as reimbursement for public costs incurred (primarily land acquisition), either through internal funding or general obligation or revenue debt. The Authority also reserves the right to provide financial assistance to the proposed development through the use of a pay-as-you-go technique if necessary and revenues available. With pay-as-you-go, as tax increments are collected from the TIF District in future years, a portion of these taxes will be distributed to the developer/owner as reimbursement for public costs incurred that relate to redevelopment of the project site.

The Authority reserves the right to finance any or all public costs of the TIF District using pay-as-you-go assistance, internal funding, general obligation or revenue debt, or any other financing mechanism authorized by law. The Authority also reserves the right to use other sources of revenue legally applicable to the Project Area to pay for such costs including, but not limited to, special assessments, utility revenues, federal or state funds, and investment income.

## Section M Estimated Amount of Bonded Indebtedness

The maximum principal amount of bonds (as defined in the TIF Act) secured in whole or part with tax increment from the TIF District is $1,226,022. The Authority currently plans to finance the improvement costs through an interfund loan and potentially in the form of a pay-as-you go revenue note, but reserves the right to issue bonds in any form, including without limitation any interfund loan with interest not to exceed the maximum permitted under Section 469.178, subd. 7 of the TIF Act.

## Section N Original Net Tax Capacity

The County Auditor shall certify the original net tax capacity of the TIF District. This value will be equal to the total net tax capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The Estimated Market Value of all the land within the TIF District as of January 2, 2017, for taxes payable in 2018, is $719,200 and the estimated original net tax capacity of the TIF District of $12,600. This assumes the property is classified as commercial/industrial.

Each year the County Auditor shall certify the amount that the original net tax capacity has increased or decreased as a result of:

(1) changes in the tax-exempt status of property;

(2) reductions or enlargements of the geographic area of the TIF District;

(3) changes due to stipulation agreements or abatements; or

(4) changes in property classification rates.

## Section O Original Local Tax Rate

The County Auditor shall also certify the original local tax rate of the TIF District. This rate shall be the sum of all local tax rates that apply to property in the TIF District. This rate shall be for the same taxes payable year as the original net tax capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the original local tax rate of the TIF District.

The sum of all local tax rates that apply to property in the TIF District for taxes levied in 2017 and payable in 2018 is 104.997% as shown below. This rate has been used for purposes of estimating the tax increment generated by the TIF District. If the request for certification is made prior to June 30, 2018, the original local tax rate will be the rate that applies for taxes payable in 2018 and the County Auditor shall certify this amount as the original tax capacity rate of the TIF District.

| Taxing Jurisdiction | 2017/2018 Local Tax Rate |
|---|---|
| City of Chaska | 27.234% |
| Carver County | 37.436% |
| ISD # 112 | 33.837% |
| Other | 6.490% |
| Total | 104.997% |

## Section P Projected Retained Captured Net Tax Capacity and Projected Tax Increment

The Authority anticipates that the project will begin construction in late 2018 or early 2019 and be completed by December 31, 2019, creating a total tax capacity for the TIF District of $38,650 as of January 2, 2020. The captured tax capacity as of that date is estimated to be $26,050 and the first-year of tax increment is estimated to be $27,352 payable in 2021. A complete schedule of estimated tax increment from the TIF District is shown in Exhibit III.

The estimates shown in this TIF Plan assume that commercial class rates remain at 1.5% for the first $150,000 of estimated market value and 2.0% of the market value above $150,000. The projections also assume a 3% annual increase in market values.

Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District.

For communities affected by the fiscal disparity provisions of Minnesota Statutes, Chapter 473F and Chapter 276A, the original net tax capacity of the TIF District shall be determined before the application of fiscal disparity. In subsequent years, the current net tax capacity shall either (a) be determined before the application of fiscal disparity or (b) exclude the product of any fiscal disparity increase in the TIF District (since the original net tax capacity was certified) times the appropriate fiscal disparity ratio. The method the Authority elects shall remain the same for the life of the TIF District, except that a single change may be made at any time from method (a) to method (b) above. The Authority elects method (a), or M.S. Section 469.177, Subdivision 3(a).

The County Auditor shall certify to the Authority the amount of captured net tax capacity each year. The Authority may choose to retain any or all of this amount. It is the Authority's intention to retain 100% of the captured net tax capacity of the TIF District. Such amount shall be known as the retained captured net tax capacity of the TIF District.

Exhibit II gives a listing of the various information and assumptions used in preparing a number of the exhibits contained in this TIF Plan, including Exhibit III which shows the projected tax increment generated over the anticipated life of the TIF District.

## Section Q Use of Tax Increment

Each year the County Treasurer shall deduct 0.36% of the annual tax increment generated by the TIF District and pay such amount to the State's General Fund. Such amounts will be appropriated to the State Auditor for the cost of financial reporting and auditing of tax increment financing information throughout the state. Exhibit III shows the projected deduction for this purpose over the anticipated life of the TIF District.

The Authority has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

(1) pay for the estimated public costs of the TIF District (see Section K) and County administrative costs associated with the TIF District (see Section T);

(2) pay principal and interest on tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;

(3) accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;

(4) pay all or a portion of the county road costs as may be required by the County Board under M.S. Section 469.175, Subdivision 1a; or

(5) return excess tax increments to the County Auditor for redistribution to the City, County and School District.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless both county boards involved waive this requirement. Tax increments shall not be used to circumvent levy limitations applicable to the Authority.

Tax increment shall not be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or federal government, or for a commons area used as a public park, or a facility used for social, recreational, or conference purposes. This prohibition does not apply to the construction or renovation of a parking structure or of a privately-owned facility for conference purposes.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sale of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

## Section R Excess Tax Increment

In any year in which the tax increments from the TIF District exceed the amount necessary to pay the estimated public costs authorized by the TIF Plan, the Authority shall use the excess tax increments to:

(1) prepay any outstanding tax increment bonds;

(2) discharge the pledge of tax increments thereof;

(3) pay amounts into an escrow account dedicated to the payment of the tax increment bonds; or

(4) return excess tax increments to the County Auditor for redistribution to the City, County and School District. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

## Section S Tax Increment Pooling and the Five Year Rule

At least 75% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District (see Section E for additional restrictions). No more than 25% of the tax increments may be spent on costs outside of the TIF District but within the boundaries of the Project Area, except to pay debt service on credit enhanced bonds. All administrative expenses are considered to

have been spent outside of the TIF District. Tax increments paid by properties in the TIF District are considered to have been spent within the TIF District if such amounts are:

(1) actually paid to a third party for activities performed within the TIF District within five years after certification of the district;

(2) used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund.

(3) used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district; or

(4) used to reimburse a party for payment of eligible costs (including interest) incurred within five years from certification of the district.

Beginning with the sixth year following certification of the TIF District, at least 75% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The Authority anticipates that an eligible portion of tax increments will be spent outside the TIF District (including allowable administrative expenses), and such expenditures are expressly authorized in this TIF Plan.

## Section T Limitation on Administrative Expenses

Administrative expenses are defined as all costs of the Authority other than:

(1) amounts paid for the purchase of land;

(2) amounts paid to contractors or others providing materials and services, including architectural and engineering services, directly connected with the physical development of the real property in the project;

(3) relocation benefits paid to or services provided for persons residing or businesses located in the project;

(4) amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to section 469.178; or

(5) amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clauses (1) to (3).

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the County in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total tax increment expenditures authorized by the TIF Plan or (b) 10% of the total tax increments received by the TIF District.

## Section U Limitation on Property Not Subject to Improvements - Four Year Rule

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall

be excluded from the TIF District and the original net tax capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The Authority must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the Authority or owner of the parcel subsequently commences any of the above activities, the Authority shall certify to the County Auditor that such activity has commenced and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the original net tax capacity of the TIF District.

## Section V Estimated Impact on Other Taxing Jurisdictions

Exhibit IV shows the estimated impact on other taxing jurisdictions if the maximum projected retained captured net tax capacity of the TIF District was hypothetically available to the other taxing jurisdictions. The Authority believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since the proposed development would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified and the development therein becomes part of the general tax base.

The fiscal and economic implications of the proposed tax increment financing district, as pursuant to Minnesota Statutes, Section 469.175, Subdivision 2, are listed below.

1. The total amount of tax increment that will be generated over the life of the district is estimated to be $1,230,453.

2. To the extent the project in TIF District 21 generates any public cost impacts on city-provided services such as police and fire protection, public infrastructure, and the impact of any general obligation tax increment bonds attributable to the district upon the ability to issue other debt for general fund purposes, such costs will be levied upon the taxable net tax capacity of the City, excluding that portion captured by the District.

3. The amount of tax increments over the life of the district that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is estimated to be $396,537.

4. The amount of tax increments over the life of the district that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same is estimated to be $438,705.

5. No additional information has been requested by the county or school district that would enable it to determine additional costs that will accrue to it due to the development proposed for the district.

## Section W Prior Planned Improvements

The City shall accompany its request for certification to the County Auditor (or notice of district enlargement), with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall increase the original net tax capacity of the TIF District by the net tax capacity of each improvement for which a building permit was issued.

There have been no building permits issued in the last 18 months in conjunction with any of the properties within the TIF District.

Section X Development Agreements

If within a project containing a redevelopment district, more than 25% of the acreage of the property to be acquired by the Authority is purchased with tax increment bonds proceeds (to which tax increment from the property is pledged), then prior to such acquisition, the Authority must enter into an agreement for the development of the property. Such agreement must provide recourse for the Authority should the development not be completed.

The Authority anticipates entering into an agreement for development and anticipates acquiring property located within the TIF District.

Section Y Assessment Agreements

The Authority may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be an accurate estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, County and School District.

The Authority anticipates entering into an assessment agreement and reserves the right to enter into an assessment agreement for individual projects.

Section Z Modifications of the Tax Increment Financing Plan

Any reduction or enlargement in the geographic area of the Project Area or the TIF District; a determination to capitalize interest on the debt if that determination was not part of the original TIF Plan, increase in the portion of the captured net tax capacity to be retained by the Authority; increase in the total estimated public costs; or designation of property to be acquired by the Authority shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

(1) the only modification is elimination of parcels from the TIF District; and

(2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's original net tax capacity, or the Authority agrees that the TIF District's original net tax capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The Authority must notify the County Auditor of any modification that reduces or enlarges the geographic area of the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

Section AA Administration of the Tax Increment Financing Plan

Upon adoption of the TIF Plan, the Authority shall submit a copy of such plan to the Minnesota Department of Revenue and the Office of the State Auditor. The Authority shall also request that the County Auditor certify the original net tax capacity and net tax capacity rate of the TIF District. To assist the County Auditor in this process, the Authority shall submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The Authority shall also send the County Assessor any assessment

agreement establishing the minimum market value of land and improvements in the TIF District and shall request that the County Assessor review and certify this assessment agreement as reasonable.

The County shall distribute to the Authority the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the retained captured net tax capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

(1) prior to July 1, the Authority shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to ensure that the new value will be recorded in a timely manner.

(2) if the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.

(3) each year the County Auditor shall certify the amount of the original net tax capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:

(a) the value of property that changes from tax-exempt to taxable shall be added to the original net tax capacity of the TIF District. The reverse shall also apply;

(b) the original net tax capacity may be modified by any approved enlargement or reduction of the TIF District;

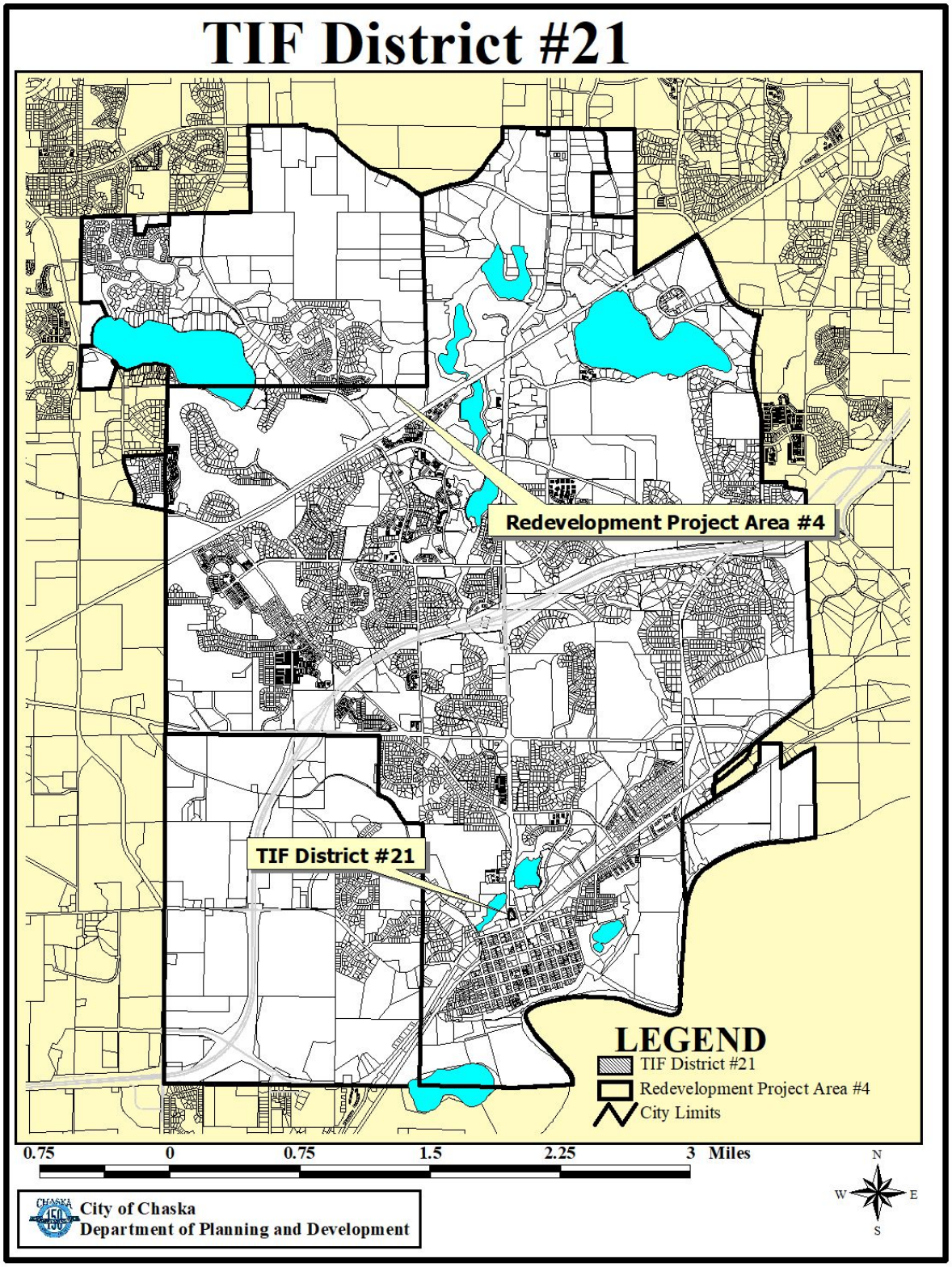
(c) if laws governing the classification of real property cause changes to the percentage of estimated market value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the original net tax capacity and the retained captured net tax capacity of the TIF District.

The County Auditor shall notify the Authority of all changes made to the original net tax capacity of the TIF District.

## Section AB Filing TIF Plan, Financial Reporting and Disclosure Requirements

The Authority will file the TIF Plan, and any subsequent amendments thereto, with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes, Section 469.175, subdivision 4a. The Authority will comply with all reporting requirements for the TIF District under Minnesota Statutes, Section 469.175, subdivisions 5 and 6.

MAP OF TAX INCREMENT FINANCING (REDEVELOPMENT) DISTRICT NO. 21
within Redevelopment Project No. 4



## Assumptions Report

**City of Chaska, Minnesota**
**Tax Increment Financing (Redevelopment) District No. 21**
**Proposed Chaska Retail Center Redevelopment Project**
**Draft TIF Plan Exhibits: Update 10,597SF Commercial Bldgs with 3% MV Inflator**

| | |
|---|---|
| Type of Tax Increment Financing District | Redevelopment |
| Maximum Duration of TIF District | 25 years from 1st increment |

| | | |
|---|---|---|
| Projected Certification Request Date | 06/30/18 | |
| Decertification Date | 12/31/46 | (26 Years of Increment) |

| | 2017/2018 |
|---|---|
| Base Estimated Market Value * | $719,200 |
| Parcels: 30.6560030 | |
| 30.6560040 | |
| 30.6560060 | |

| | |
|---|---|
| Original Net Tax Capacity * | $12,600 |

| | Assessment/Collection Year | | | |
|---|---|---|---|---|
| | 2018/2019 | 2019/2020 | 2020/2021 | 2021/2022 |
| Base Estimated Market Value | $719,200 | $719,200 | $719,200 | $719,200 |
| Increase in Estimated Market Value | 0 | 0 | 1,250,800 | 1,309,900 |
| Total Estimated Market Value | 719,200 | 719,200 | 1,970,000 | 2,029,100 |
| Total Net Tax Capacity | $12,600 | $12,600 | $38,650 | $39,832 |

| | | |
|---|---|---|
| City of Chaska | 27.234% | |
| Carver County | 37.436% | |
| ISD | 33.837% | |
| Other | 6.490% | |
| Local Tax Capacity Rate | 104.997% | 2017/2018 |

| | |
|---|---|
| Fiscal Disparities Contribution From TIF District | 34.2875% |
| Administrative Retainage Percent (maximum = 10%) | 10.00% |
| Pooling Percent | 0.00% |

| Bonds | | | Note | |
|---|---|---|---|---|
| Bonds Dated | | | Note Dated | 08/01/18 |
| Bond Issue @ 0.00% (NIC) | | | Note Rate | 3.00% |
| Eligible Project Costs | | | Note Amount | $649,999 |
| Present Value Date & Rate | 08/01/18 | 3.00% | Present Value Amount | $667,588 |

Notes
Assumptions assume no change to future tax rates, class rates, and a 3% annual MV inflator is assumed
Calculations include payable 2018 final tax capacity rates
Total EMV upon completion based on City estimate for new development
* Base EMV based on assumptions for existing land and building value

**Projected Tax Increment Report**

**City of Chaska, Minnesota**
**Tax Increment Financing (Redevelopment) District No. 21**
**Proposed Chaska Retail Center Redevelopment Project**
**Draft TIF Plan Exhibits: Update 10,597SF Commercial Bldgs with 3% MV Inflator**
**Fiscal Disparities Contribution Not Included**

| Annual Period Ending (1) | Total Estimated Market Value [1] (2) | Total Net Tax Capacity [2] (3) | Less: Original Net Tax Capacity [3] (4) | Less: Fiscal Disp. @ 34.2875% (5) | Retained Captured Net Tax Capacity (6) | Times: Tax Capacity Rate [4] (7) | Annual Gross Tax Increment (8) | Less: State Aud. Deduction 0.360% (9) | Subtotal Net Tax Increment (10) | Less: Admin. Retainage 10.00% (11) | Annual Net Revenue (12) | P.V. Annual Net Rev. To 08/01/18 3.00% |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12/31/18 | 719,200 | 12,600 | 12,600 | 0 | 0 | 104.997% | 0 | 0 | 0 | 0 | 0 | 0 |
| 12/31/19 | 719,200 | 12,600 | 12,600 | 0 | 0 | 104.997% | 0 | 0 | 0 | 0 | 0 | 0 |
| 12/31/20 | 719,200 | 12,600 | 12,600 | 0 | 0 | 104.997% | 0 | 0 | 0 | 0 | 0 | 0 |
| 12/31/21 | 1,970,000 | 38,650 | 12,600 | 0 | 26,050 | 104.997% | 27,352 | 98 | 27,254 | 2,725 | 24,529 | 22,337 |
| 12/31/22 | 2,029,100 | 39,832 | 12,600 | 0 | 27,232 | 104.997% | 28,593 | 103 | 28,490 | 2,849 | 25,641 | 22,670 |
| 12/31/23 | 2,089,973 | 41,049 | 12,600 | 0 | 28,449 | 104.997% | 29,871 | 108 | 29,763 | 2,976 | 26,787 | 22,993 |
| 12/31/24 | 2,152,672 | 42,303 | 12,600 | 0 | 29,703 | 104.997% | 31,188 | 112 | 31,076 | 3,108 | 27,968 | 23,308 |
| 12/31/25 | 2,217,252 | 43,595 | 12,600 | 0 | 30,995 | 104.997% | 32,544 | 117 | 32,427 | 3,243 | 29,184 | 23,613 |
| 12/31/26 | 2,283,770 | 44,925 | 12,600 | 0 | 32,325 | 104.997% | 33,941 | 122 | 33,819 | 3,382 | 30,437 | 23,909 |
| 12/31/27 | 2,352,283 | 46,296 | 12,600 | 0 | 33,696 | 104.997% | 35,380 | 127 | 35,253 | 3,525 | 31,728 | 24,197 |
| 12/31/28 | 2,422,852 | 47,707 | 12,600 | 0 | 35,107 | 104.997% | 36,861 | 133 | 36,728 | 3,673 | 33,055 | 24,475 |
| 12/31/29 | 2,495,537 | 49,161 | 12,600 | 0 | 36,561 | 104.997% | 38,388 | 138 | 38,250 | 3,825 | 34,425 | 24,747 |
| 12/31/30 | 2,570,403 | 50,658 | 12,600 | 0 | 38,058 | 104.997% | 39,960 | 144 | 39,816 | 3,982 | 35,834 | 25,010 |
| 12/31/31 | 2,647,515 | 52,200 | 12,600 | 0 | 39,600 | 104.997% | 41,579 | 150 | 41,429 | 4,143 | 37,286 | 25,265 |
| 12/31/32 | 2,726,941 | 53,789 | 12,600 | 0 | 41,189 | 104.997% | 43,247 | 156 | 43,091 | 4,309 | 38,782 | 25,513 |
| 12/31/33 | 2,808,749 | 55,425 | 12,600 | 0 | 42,825 | 104.997% | 44,965 | 162 | 44,803 | 4,480 | 40,323 | 25,755 |
| 12/31/34 | 2,893,011 | 57,110 | 12,600 | 0 | 44,510 | 104.997% | 46,735 | 168 | 46,567 | 4,657 | 41,910 | 25,989 |
| 12/31/35 | 2,979,802 | 58,846 | 12,600 | 0 | 46,246 | 104.997% | 48,557 | 175 | 48,382 | 4,838 | 43,544 | 26,215 |
| 12/31/36 | 3,069,196 | 60,634 | 12,600 | 0 | 48,034 | 104.997% | 50,434 | 182 | 50,252 | 5,025 | 45,227 | 26,436 |
| 12/31/37 | 3,161,272 | 62,475 | 12,600 | 0 | 49,875 | 104.997% | 52,368 | 189 | 52,179 | 5,218 | 46,961 | 26,650 |
| 12/31/38 | 3,256,110 | 64,372 | 12,600 | 0 | 51,772 | 104.997% | 54,359 | 196 | 54,163 | 5,416 | 48,747 | 26,857 |
| 12/31/39 | 3,353,793 | 66,326 | 12,600 | 0 | 53,726 | 104.997% | 56,411 | 203 | 56,208 | 5,621 | 50,587 | 27,059 |
| 12/31/40 | 3,454,407 | 68,338 | 12,600 | 0 | 55,738 | 104.997% | 58,524 | 211 | 58,313 | 5,831 | 52,482 | 27,255 |
| 12/31/41 | 3,558,039 | 70,411 | 12,600 | 0 | 57,811 | 104.997% | 60,700 | 219 | 60,481 | 6,048 | 54,433 | 27,445 |
| 12/31/42 | 3,664,780 | 72,546 | 12,600 | 0 | 59,946 | 104.997% | 62,941 | 227 | 62,714 | 6,271 | 56,443 | 27,630 |
| 12/31/43 | 3,774,724 | 74,744 | 12,600 | 0 | 62,144 | 104.997% | 65,250 | 235 | 65,015 | 6,502 | 58,513 | 27,809 |
| 12/31/44 | 3,887,965 | 77,009 | 12,600 | 0 | 64,409 | 104.997% | 67,628 | 243 | 67,385 | 6,739 | 60,646 | 27,983 |
| 12/31/45 | 4,004,604 | 79,342 | 12,600 | 0 | 66,742 | 104.997% | 70,077 | 252 | 69,825 | 6,983 | 62,842 | 28,152 |
| 12/31/46 | 4,124,743 | 81,745 | 12,600 | 0 | 69,145 | 104.997% | 72,600 | 261 | 72,339 | 7,234 | 65,105 | 28,316 |
| | | | | | | | $1,230,453 | $4,431 | $1,226,022 | $122,603 | $1,103,419 | $667,588 |

*[1] value based on value estimates provided by City staff and future buildout assumptions (10,597 sf total 3 commercial bldgs) with 3% annual mv inflator*
*[2] tax capacity based on commercial-industrial class rate of 1.5% for value up to $150,000 and 2% for value above $150,000*
*[3] original net tax capacity will be based on existing land and buiilding value upon sale to private developers*
*[4] combined local tax capacity rate of City of Chaska, School District, and Carver County for payable 2018*

**Estimated Impact on Other Taxing Jurisdictions Report**

**City of Chaska, Minnesota**
**Tax Increment Financing (Redevelopment) District No. 21**
**Proposed Chaska Retail Center Redevelopment Project**
**Draft TIF Plan Exhibits: Update 10,597SF Commercial Bldgs with 3% MV Inflator**

| | Without Project or TIF District | | With Project and TIF District | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Taxing Jurisdiction | 2017/2018 Taxable Net Tax Capacity (1) | 2017/2018 Local Tax Rate | 2017/2018 Taxable Net Tax Capacity (1) | + Projected Retained Captured Net Tax Capacity | = New Taxable Net Tax Capacity | Hypothetical Adjusted Local Tax Rate (*) | Hypothetical Decrease In Local Tax Rate (*) | Hypothetical Tax Generated by Retained Captured N.T.C. (*) |
| City of Chaska | 27,921,266 | 27.234% | 27,921,266 | $45,437 | 27,966,703 | 27.190% | 0.044% | 12,354 |
| Carver County | 130,986,813 | 37.436% | 130,986,813 | 45,437 | 131,032,250 | 37.423% | 0.013% | 17,004 |
| ISD | 76,103,520 | 33.837% | 76,103,520 | 45,437 | 76,148,957 | 33.817% | 0.020% | 15,365 |
| Other (2) | --- | 6.490% | --- | 45,437 | --- | 6.490% | --- | --- |
| Totals | | 104.997% | | | | 104.920% | 0.077% | |

* **Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 0.077% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

**Statement 2:** Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

(1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.
(2) The impact on these taxing jurisdictions is negligible since they represent only 6.18% of the total tax rate.

**Market Value Analysis Report**

**City of Chaska, Minnesota**
**Tax Increment Financing (Redevelopment) District No. 21**
**Proposed Chaska Retail Center Redevelopment Project**
**Draft TIF Plan Exhibits: Update 10,597SF Commercial Bldgs with 3% MV Inflator**

| Assumptions | |
|---|---|
| Present Value Date | 06/30/18 |
| P.V. Rate - Gross T.I. | 3.00% |

| | |
|---|---|
| Increase in EMV With TIF District | $3,285,404 |
| Less: P.V of Gross Tax Increment | 742,553 |
| Subtotal | $2,542,851 |
| Less: Increase in EMV Without TIF | 0 |
| Difference | $2,542,851 |

| | Year | Annual Gross Tax Increment | Present Value @ 3.00% |
|---|---|---|---|
| 1 | 2021 | 27,352 | 24,845 |
| 2 | 2022 | 28,593 | 25,215 |
| 3 | 2023 | 29,871 | 25,575 |
| 4 | 2024 | 31,188 | 25,925 |
| 5 | 2025 | 32,544 | 26,264 |
| 6 | 2026 | 33,941 | 26,594 |
| 7 | 2027 | 35,380 | 26,914 |
| 8 | 2028 | 36,861 | 27,224 |
| 9 | 2029 | 38,388 | 27,526 |
| 10 | 2030 | 39,960 | 27,819 |
| 11 | 2031 | 41,579 | 28,103 |
| 12 | 2032 | 43,247 | 28,379 |
| 13 | 2033 | 44,965 | 28,646 |
| 14 | 2034 | 46,735 | 28,907 |
| 15 | 2035 | 48,557 | 29,159 |
| 16 | 2036 | 50,434 | 29,404 |
| 17 | 2037 | 52,368 | 29,642 |
| 18 | 2038 | 54,359 | 29,873 |
| 19 | 2039 | 56,411 | 30,098 |
| 20 | 2040 | 58,524 | 30,316 |
| 21 | 2041 | 60,700 | 30,527 |
| 22 | 2042 | 62,941 | 30,732 |
| 23 | 2043 | 65,250 | 30,932 |
| 24 | 2044 | 67,628 | 31,125 |
| 25 | 2045 | 70,077 | 31,313 |
| 26 | 2046 | 72,600 | 31,496 |
| | | $1,230,453 | $742,553 |

REDEVELOPMENT QUALIFICATIONS FOR THE DISTRICT

# EXECUTIVE SUMMARY

## PURPOSE OF EVALUATION

LHB was hired by the City of Chaska to inspect and evaluate the properties within a Tax Increment Financing Redevelopment District ("TIF District") proposed to be established by the City. The proposed TIF District is located on three parcels as shown below (Diagram 1). The purpose of LHB's work was to determine whether the proposed TIF District meets the statutory requirements for coverage, and whether the two buildings on three parcels, located within the proposed TIF District, meets the qualifications required for a Redevelopment District.

Diagram 1 – Proposed TIF District

**SCOPE OF WORK**

The proposed TIF District consists of three (3) parcels with two (2) structures.

The buildings received an on-site interior and exterior inspection on _____. Building code and Condition Deficiency reports are located in Appendix B.

**CONCLUSION**

After inspecting and evaluating the properties within the proposed TIF District and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the proposed TIF District qualifies as a Redevelopment District because:

- The proposed TIF District has a coverage calculation of 100 percent which is above the 70 percent requirement.
- 100 percent of the buildings are structurally substandard which is above the 50 percent requirement.
- The substandard buildings are reasonably distributed throughout the geographic area of the proposed TIF District.

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 06/18/2018

**Subject:** **Police Body Worn Camera (BWC) Pilot Project Public Input Hearing**

Prepared By: Matt Podhradsky

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**Background**

Over the past 12 months, the Chaska Police Department has been looking in-depth into the issue of Body Worn Cameras (BWCs) and whether this is a direction that the City of Chaska should consider as we move into the future. With the increased scrutiny that Police Departments have been under over the past few years (post-Ferguson, Missouri incident), Police Departments across the State and Country have been looking at the pros and cons of BWCs and how they can be used as a tool in modern policing. Many cities across the State of Minnesota have already moved to implement BWCs in their communities, with the City of Burnsville being the first in the State to do so. Notably, the City of Chaska has had "dash-cams" on all our vehicles for the past several years, with our department finding them to be a useful tool when we have cases where facts are in dispute. Despite our success with the use of the dash cameras, they do have their limitations as they can only capture on video what is happening directly in front of the squad car.

While the cost of BWCs is an obvious consideration when looking at whether a Police Department should move forward with their use, there are many more issues that have to be considered when looking at their potential use such as privacy issues (for the general public and officers), policies for when they are used, policies for when tapes can be viewed and when they cannot, policies for what is public and private data, how long data is saved, etc… These, plus other issues need to be explored to address the challenges that a department will encounter with their implementation. These issues are significant enough that State Statue does require a municipality to have an education process for the public as well as an official public input meeting to receive comments and questions from the public prior to any implementation of a BWC system.

Attached you will find a copy of a Position Paper that Chief Knight and our Police Department have put together regarding BWC implementation after studying the issue the past several months. In this paper, you will find background on the topic including what issues are considered and what communities currently utilize this technology, and answers to some of the most commonly asked questions the public has when departments consider BWC use.

You will also find in this paper a description of a "Pilot Project" the Chaska Police Department would like to conduct to further study BWC use to see if this is a direction we consider permanently moving in the future. To conduct this Pilot Project, the City of Chaska has received a no-obligation, one-year trial use of a Body Camera System from one of the manufacturers of these systems currently used in the State. This trial would allow us, at no

cost, to have each of our officers utilize this equipment for a one-year period to test out the policies that have been developed over the past several months, and to further understand the strengths and the weaknesses of going to such a system in the future before we invest dollars into purchasing an entire system. With many of our residents either expecting we now utilize such a system, or believing that we may already do, we do think it is important to study this further, and this would give us a low-cost way to test BWCs to see if they would be a "good fit" for our community as we move into the future.

As I mentioned previously, to move forward with even a Pilot Project, State Statute does require the Council to hold a public input meeting to consider any public comment or questions on this prior to adopting a pilot project. At the same time, the Police Department has been speaking to community organizations over the past couple of weeks to educate them on this issue and answer any questions. We have also had education pieces go out over our electronic communication outlets. We have not heard at these meetings any major concerns raised that have not been studied/addressed in our study of this issue to date.

**Recommendation**
To meet State Statute, Council will need to hold an input session at the meeting on Monday night. As part of this meeting, we will have Chief Knight present to provide the Council and public with a presentation discussing this issue and recommendations. Assuming no major issues that we have not explored come up during the course of this input meeting, Staff would recommend that the Council formally accept the comments and authorize Staff to move forward with the implementation of this pilot project.

**CITY COUNCIL ACTION REQUESTED**
Motion to accept all public comments made as part of the public input process, and to authorize Staff to move forward with implementing the BWC Pilot Project in Chaska.

# Chaska Police Department's study of all aspects related to Body Worn Cameras (BWCs) and Pilot Study Deployment

"Trust between law enforcement agencies and the people who they protect and serve is essential in a democracy. It is key to the stability of our communities, the integrity of our criminal justice system, and the safe and effective delivery of policing services."[1]

Chief Scott Knight, his peers, and his officers have and continue to study and reference the 21st Century Policing report and the six main topic areas – "Pillars" – around which the report is organized. Chief Knight had the honor of being invited to the White House, along with other chiefs from across the nation, to review and offer opinion of the report.

While new approaches, recommendations and perspectives of important value were presented in the report and learned from, we were pleased to note that the Chaska Police Department (CPD) has a professional "culture" embracing several recommendations offered within the six "pillars" of the report. Vital to maintaining the community's trust, and delivering the expected service and protection is transparency, responsiveness and staying ahead of important societal issues, rather than lagging behind.

Officer Body Worn Cameras (BWCs) technology has been in use for a long period of time. The Burnsville Police Department (MN) deployed this technology in 2008. They were the first police agency in Minnesota to do so, and one of the first in the nation. Since then, over time, many police agencies in Minnesota and the United States adopted the BWCs technology. So much so that the public believes that all police agencies use BWCs – or they believe that police agencies should use them; "92% of Americans surveyed support body cameras."[2]

Until recently the Minnesota legislature had not made clear – regarding BWCs video – what was public data and what was private data. Chief Knight was concerned that, as officers were called into the private lives of citizens, personal matters that should not be available to "just anyone" was not clearly regarded as "private data" by Minnesota State Statutes. This was a case – Chief Knight believes – of technology outpacing statute.

Minnesota Chiefs and Sheriffs brought these concerns to our law makers. And, in 2016/2017 Minnesota law was written to protect the private lives of our citizens. Following this, Chief Knight engaged the police department in a comprehensive study of BWCs.

BWCs have "… emerged as a significant tool in documenting law enforcement and citizen behavior in community engagements. Research suggests that body-worn cameras can influence the behavior of both officer and citizen, reducing the use of force and citizen complaints, much like the introduction of in-car cameras in the 1980s."[3]

"The Rialto Police Department (CA) found that citizen complaints regarding officer conduct decreased by 88% and the number of use of force incidents decreased by 60% department-wide during the year in which they piloted body worn cameras."[4] The Mesa Police Department (AZ) had similar outcomes as they evaluated their body-worn camera program, with 40% fewer complaints against officers assigned to wear body cameras and 75% fewer complaints against these officers regarding their use of force."[5]

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[1] The President's Task Force on 21st Century Policing, May 2015.
[2] Ekins, Emily. *"Cato At Liberty"*. January 2016.
[3] IACP. *The Impact of Video Evidence on Modern Policing: Research and Best Practices from the IACP Study on In-Car Cameras*.
[4] Farrar, William. "Operation Candid Camera: Rialto Police Department's Body-Worn Camera Experiment." *The Police Chief*. January 2014.
[5] Rankin, L. *End of Program Evaluation and Recommendations: On-Officer Body Camera System*. Mesa, Arizona: Mesa Police Department. December 2013.

According to a 2017 survey of Minnesota police chiefs, the Minnesota Chiefs of Police Association (MCPA) found that (of 116 survey respondents) over 67 percent of chiefs are in favor of BWCs and 23.5 percent are evaluating and seeking more information.

As of 2017 and going forward, police departments in Minnesota who reported the use of this technology and have deployed BWCs are:

- Hutchinson PD
- Maplewood PD
- Elko New Market
- Big Lake PD
- Woodbury PD
- Crosslake PD
- Golden Valley PD
- Oak Park Heights PD
- Upper Sioux Community PD
- White Earth Tribal PD
- Burnsville PD
- Hastings PD
- Isanti PD
- East Grand Forks PD
- Brooklyn Park PD
- Morris PD
- Prairie Island Tribal PD
- Gilbert PD
- LaCresent PD
- Lower Sioux PD
- Cannon Falls PD
- Farmington PD
- St Paul PD
- Minneapolis PD
- Duluth PD
- Clearbrook-Gonvick PD
- Spring Lake Park PD
- Roseau PD
- Columbia Heights PD
- Tracy PD
- Madelia PD
- Blaine PD
- Benson PD
- Osakis PD
- Lake Shore PD
- Richfield PD
- Rochester PD
- Prior Lake PD
- Belle Plaine PD
- Shakopee PD
- Jordan PD

**Note: We are aware of other agencies who are about to enter into their own pilot study, which means they have or are about to deploy BWCs. To name a few: Savage PD, Bloomington PD , the Scott County Sheriff's Office, Fridley PD, and South Lake Minnetonka PD.*

"Members of departments who had implemented a body-worn camera program felt that the cameras made citizen complaints easier to resolve because the video footage could be used to gain an accurate picture of the police contact. Additionally, they felt that body-worn camera footage was useful in protecting officers in cases of unfounded complaints. According to Chief Ron Miller of Topeka (KS), 'We've actually had citizens come into the department to file a complaint, but after we show them the video, they literally turn and walk back out' ..."[6]
*(Note from Chief Knight: We have had the same successful resolution of concerns and complaints, after a citizen has viewed in-car camera video footage. Additionally, in-car video footage has been/is valuable in court proceedings.)*

Many cities and counties have seen a great reduction in the number of job applicants who desire a career in policing. "That is what many now call the 'Ferguson effect' – the idea that arrests and police officers' actions are increasingly being recorded by people on the streets. Cell phones are recording video capturing officers making arrests that fit with protocol but may not appear that way. Then the video is edited [or photo shopped] and put out on social media for the world to see."[7]

"The concern is that all cops are being painted with the same brush … [Chief] Commissioner [Charles] Ramsey [stated], 'It's the good cops who deserve more attention. They should hold their heads high; they should be proud of what they do, because what they do makes a difference, it makes a huge difference' … "[8]

"The adoption of body-worn cameras requires careful planning and thorough policy development governing how the devices will be deployed and used, whether consent to record is required, who may access the videos and data, how long the videos and data will be retained, how requests for public release will be handled, and how privacy can be maintained while providing sufficient transparency."[9]

After a year-and-a-half our Chaska Police Department BWCs study has been productive, been conducted in a very comprehensive/thoughtful manner, and inclusive. All department personnel were invited to participate, at the appropriate points in time, and they did.

In particular, officers who were overtly involved in obtaining numerous law enforcement agency policy models, legal opinions, Bureau of Criminal Apprehension (BCA) Use of Force investigation policy, Maplewood PD policy and arbitration ruling, 2017 Minnesota State Statues, statutorily required "Public Hearing" information, and assorted relevant other opinion and information were: Lt. Chris George, Officer Kelly Boll, Detective/LELS Union Steward Jamie Personius, SRO/LELS Union Steward Mike Kleber, Officer/potential LELS Union Steward Joe Kavlie and Sergeant/LELS Union Steward Kyle Gibbons.

CPD Equipment Committee Members: Officer Martin Godinez, Officer Chris Pesheck, and Officer Joe Kavlie performed a vendor/equipment product survey.

Members of Senior Command Staff (including Chief Knight) sought information, opinion and training.

Our study led to the development of a quality BWCs policy, which was based on sound industry standards. This product was gleaned from an array of policy examples from respected law enforcement agencies and the League of Minnesota Cities. In addition, subsequent to this work, our In-Car Cameras policy was updated. (*Note from Chief Knight: At this juncture, it is appropriate to evaluate whether In-Car Cameras will remain useful and necessary to CPD and the community. This will also be a part our pilot study. It is important to realize that the In-

[6] Police Executive Research Forum. *Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned.* 2014 Washington, DC: Office of Community Oriented Policing services.
[7] Pegues, Jeff. *Black and Blue: Inside the Divide Between the Police and Black America.* 2017 Prometheus Books.
[8] Ibid.
[9] IACP. *Model Policy and Concepts & Issues on Body-Worn Cameras.* Alexandria, VA: IACP

Car Cameras capture only what happens in front of the police vehicle, and the rear passenger area. Most police officers' contacts with citizens occur away from the front of the police vehicle, and thereby go unrecorded.) An important orbiting piece was the need for a separate, clear and established policy dealing with what is commonly referred to as, "View don't View". This policy addresses when/at what point (pre/post statement) may an officer, who is involved in a critical incident and thereby the subject of an investigation, view video evidence. The policy I have written meets officers' needs, the department's, the City's, and is embraced by CPD union stewards, and CPD Command Staff.

The following addresses common "questions & answers" people may have about body worn cameras:

- **How much does this program cost to the City of Chaska?**
    - This is a one-year trial period, which is free of charge.
- **Who can view the BWC video?**
    - Peace officers that have a legitimate, law enforcement-related reason can view the video. If there is a legitimate, specified law enforcement need, CPD can share BWC video data with another law enforcement agency.
    - Generally, most BWC video data is "nonpublic" data. The video data is presumptively private and can only be accessible to a person that is on the video.
    - If the video is part of an active criminal investigation, the data is all confidential, even to the person on the video.
    - If the video contains several people, permission needs to be granted by all involved people before the data is released. If an involved person does not consent to the release, they can be "redacted" from the video by having their face blurred and their voice distorted.
- **Who is considered a data subject?**
    - Any individual or entity whose image or voice is on the video is considered a data subject.
- **What is redaction?**
    - Redaction is the process of concealing the identity of people on the video by blurring their faces and distorting their voices.
- **When is BWC video data public?**
    - When a peace officer discharges a firearm in the course of duty, except during training and for the purposes of killing animals.
    - When use of force by a peace officer results in substantial bodily harm.
    - When the data subject (person on the video) requests that the video be released to the public. If the video contains people that do not consent to the release or if it contains an undercover police officer, those individuals will be redacted by having their face blurred and voice distorted.
    - If a peace officer is disciplined, the related BWC video data is part of the personnel data, which is public.
    - If made public by a court order.

- **Does the police department have discretion to make some video public?**
    - Yes, per Minnesota statute (13.82, subd. 15), a law enforcement agency can release nonpublic, private, or confidential video if it will aid in the law enforcement process, promote public safety, or dispel widespread rumor or unrest.
- **Are all victims, witnesses, and children part of public video?**
    - No. The Minnesota Government Data Practices Act limits disclosure of information about certain individuals:
        - Victims and alleged victims of criminal sexual conduct and sex trafficking.
        - Victims of child abuse or neglect.
        - Vulnerable adults who are victims of maltreatment.
        - Undercover officers.
        - Informants.
        - When the video is clearly offensive to common sensitivities.
        - Victims of and witnesses to crimes, if the victim or witness has requested not to be identified publicly.
        - Individuals who called 911, and services subscribers whose lines were used to place a call to the 911 system.
        - Mandated reporters.
        - Juvenile witnesses, if the nature of the event or activity justifies protecting the identity of the witness.
        - Juveniles who are or may be delinquent or engaged in criminal acts.
        - Individuals who make complaints about violations with respect to the use of real property. (Code violations, real-estate ethics violations, tax law violations, etc…)
        - Officers and employees who are the subject of a complaint related to the events captured on video.
- **What if the video is public but it is very graphic? Does the video still get released?**
    - Per Minnesota statute (13.825, subd. 2(5)(b) a law enforcement agency may redact or withhold access to portions of data that are public when the data is "clearly offensive to common sensibilities."
- **What types of situations will CPD Officers record?**
    - Officers will record any police-citizen encounter if there is reason to believe the recording will have evidentiary value. Officers will use their cameras to take recorded statements from victims, witnesses, and suspects. Officers will record any transports and transfers of people.
    - Officers have discretion to record general citizen contacts.
- **Will someone having a medical emergency get recorded?**
    - When officers determine that there is not a law enforcement need for recording, they will deactivate their body cameras. In medical emergencies where criminal activity is not suspected, cameras will not be activated.
- **Do officers need to notify people that they are being recorded?**
    - No, but if someone asks if they are being recorded, officers will tell them if it is safe and practical.

- **Can I ask an officer to turn off their body camera?**
    - It will depend on the situation. If there is not a law enforcement need or if the situation is not adversarial, an officer will have discretion to turn off the camera or keep it on.
- **Can I request that an officer turn on their body camera?**
    - If a member of the public requests or demands that their interaction with the officer get recorded, the officer is required to activate their body camera.
- **Is the data safe?**
    - The data is very safe and is subject to very strict rules and regulations set forth by the FBI. The data is encrypted and stored off-site from CPD.
- **How long will CPD keep the data?**
    - The minimum retention period for video is 90 days but some data will be kept longer. Video data will be retained for a period of six years if the video contains evidence, a use of force, an adversarial encounter, or seizure of property.
- **What if an officer fails to activate their body camera?**
    - Officers are expected to activate their body cameras if it is safe and practical to do so. However, it is recognized that officers must also attend to other primary duties and the safety of all concerned, sometimes in circumstances that are tense, uncertain, and rapidly evolving. Any time an officer fails to activate their recorder, they will need to articulate the reason why. An officer that fails to activate their body camera without a justified reason may face discipline.
- **Will officers be allowed to review video prior to writing a police report?**
    - Yes. Officers will use the video to further assist in preparing a police report, giving a statement, or providing testimony in court.
- **Will officers be allowed to view video prior to providing a statement relating to a critical incident?**
    - Officers have the option to view video prior to providing a statement.
- **Can the body cameras "pre-record" events?**
    - Yes. When a CPD Officer activates their body camera, it will capture the previous 30 seconds of video, but not audio.
- **Will School Resource Officers wear body cameras in the schools?**
    - No. However, a uniformed CPD Officer may have their body camera activated if they respond to an incident at a school.
- **How many body cameras does CPD have?**
    - As part of the trial, CPD has 20 body cameras.

- **Does every CPD Officer get their own body camera?**
    - All 15 uniformed patrol officers are assigned a body camera.
    - Spare body cameras will be checked out by officers and detectives on an as-needed basis.
- **Will CPD Detectives wear body cameras?**
    - Detectives will have the option to utilize body cameras if they determine that the body camera would be beneficial to their investigation.
- **Where can I find CPD's body camera policy?**
    - The body camera policy and records retention schedule are posted on CPD's website at https://www.chaskamn.com/177/Police
- **What brand of body camera is CPD testing?**
    - We are testing Axon body cameras. Axon is formerly known as Taser International.
    - The body cameras are smaller than a cell phone and will be affixed to the officer's upper chest.
- **What happens to the data at the end of the Axon trial period?**
    - All the data is owned by CPD. None of it is accessible or viewable by staff at Axon. At the end of the trial, all data would be transferred to CPD.
- **What are the camera's capabilities?**
    - 12-hour battery life
    - Recording options from 420p standard definition to 1080p high definition.
    - Data is stored on the camera during the officer's shift. The video is uploaded, and the camera's battery is charged when the camera is "docked" at CPD at the end of the officer's shift.

Seeking public comment/input on BWCs is not only important, wise, and creating of inclusivity; it is required by Minnesota law.

Minnesota Statute 626.8473 subd. 2:

*"A local law enforcement agency must provide an opportunity for public comment before it purchases or implements a portable recording system. At a minimum, the agency must accept public comments submitted electronically or by mail, and the governing body with jurisdiction over the budget of the law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting."*

The public will be accommodated in the following fashion:

- We have established a dedicated email address to offer an electronic option: chaskabodycameras@chaskamn.com Persons responding will be asked to provide their name and address.
- We will accept comments delivered to CPD via U.S. Mail. Persons responding will be asked to provide their name and address.
- The Chaska City Council will determine the meeting date/time when they would take public comment.

In addition to the above statutory requirements, Chief Knight and his designees will offer to conduct community outreach and education to other stakeholders. Examples are:

- Community Civic Organizations
- Local places of worship
- Citizen Groups
- League of Women Voters membership
- Varied groups/meetings facilitated by Officer Julie Janke – CPD Community Partnership Specialist
- School District 112
- City of Chaska Commissions
- Chief Knight's Citizen Advisory Board (CAB)
- City of Chaska Employee Groups
- CPD Chaplain Corp
- CFD Chief and membership
- Chaska Downtown Business Alliance
- Southwest Metro Chamber of Commerce
- Carver County Sheriff and Carver County Attorney
- Carver County Social Services and Mental Health
- Carver County Court Services
- Carver County Court Administration
- First Judicial District Judges

This community outreach effort is already underway.

Our one-year pilot study will allow us to completely evaluate this technology. As we move forward we will determine what opportunities and possibilities are presented:

- Are BWCs meeting our mission: "Serve. Protect."?
- Are BWCs meeting the community's needs and expectations?
- Are BWCs meeting the officers' needs and expectations?
- Are In-Car Cameras still needed, or have BWCs supplanted the need for them?
- If In-Car Cameras remain to be seen as needed, do we incorporate this technology with our BWCs vendor? (*Note from Chief Knight: If the answer is "yes", we would realize a savings of thousands of dollars related to the storage and management of video data.")*

Regarding future budgeting needs we will carefully review all the information our pilot study reveals relative to system features, offered by this vendor, that we can determine to be of value to the police department and community. Once we are well versed, we will be able to make "a la carte" product/system budgeting decisions and recommendations.

It is our desire to deploy the BWCs before the end of June (2018), as this will allow us to take full advantage of the free/no cost one-year trial period the vendor has offered. I do believe that we are on the cusp of making a technological "quantum leap" regarding our steadfast commitment to community policing by deploying BWCs.

Respectfully,

Scott M. Knight
Chief of Police

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
## 06/18/2018

**Subject:** **Former Hot Spot and Michael's Cycles – Preliminary Site/Building Plan, Preliminary Plat and Rezoning**

Applicant: Alliance Contracting, Inc. and RDS Architects

Locations: North of Walgreens and east of Highway 41

Case No.: PC No. 2018-19

Synopsis: The applicant is requesting approval of a preliminary site/building plan, preliminary plat and rezoning that would allow them to redevelop the former gas station site (650 Chestnut Street North), Michael's Cycles site (700 Chestnut Street North), and CDA parking lot site (710 Chestnut Street North).

Prepared By: Elizabeth Hanson, City Planner

Staff Recommendation: Adopt Resolution and Ordinance Approving the Project

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**BACKGROUND**

The building at 650 Chestnut Street North has housed various businesses over the years. Its latest business was the former Chaska Hot Spot gas station. The site has been sitting vacant for the last few years. The gas station canopy and underground storage tanks have since been removed.

The building at 700 Chestnut Street North has also housed various businesses over the years. Its latest businesses were Michael's Cycles and Snap Fitness. It now sits vacant.

**Changes Since Concept Plan**

The following were changes done to the plan since the Concept Plan:

- Site Layout: Multi-tenant building and Dunkin' Donuts buildings have been pulled back several feet to provide for more adequate pedestrian movement in front; this in turn creates a more adequate sight line for drive-thru users being able to see pedestrians on the walkway
- Building Design: Dunkin' Donuts building design has changed to what is considered the new generation design for Dunkin' Donuts; elements of Chaska were incorporated in to more appropriately fit it in to the context; a Chaska brick color will be used with a basket-weave detail to tie in historic elements; the other buildings have provided more details on their drawings to show historic elements such as a Chaska brick color, dentil detailing and gooseneck lighting
- Planting Islands: Planting islands have been adequately added to meet the City's planting island requirement

- Boulevard Design: The boulevard design has been altered to show general consistency with Walgreens and the Curling Center's boulevard design
- Pedestrian Places: A patio has been added on the back (east) side of Dunkin' Donuts

**Goals**
The applicant's goals for this concept plan are as follows:

- Understanding of Chaska and its motto to be the "Best Small Town in Minnesota".
- Understanding of the site and the improvements to remove blight and make the site usable again.
- Understanding of design and how it relates to its context.

**Existing Conditions**
The overall site area is 1.15 acres and consists of three lots (CDA parking lot at 0.15 acres, Michael's Cycles lot at 0.65 acres, and the Hot Spot lot at 0.35 acres). There are two buildings that currently occupy the general site. The main accesses are on the west side of the site to gain access off of Highway 41.

**CURRENT REQUEST**
The request this evening is for Preliminary Site and Building Plan, Preliminary Plat and Rezoning approval to redevelop the overall site. The existing buildings will be demolished and replaced with three separate commercial buildings. Parking will be provided on the west and south sides of the site. Parking will also be provided on the east side of the northerly proposed building, which is designated for use by the CDA apartment. The current CDA parking lot will be subdivided to show an area for the new northerly building and a separate area for CDA parking only.

**Adjacent properties**
The site is bounded on the north by Walnut Street and a multi-use residential/commercial building, to the west by Highway 41 and the Curling Center, the south by Walgreens, and the east by the CDA Apartment building (The Brickyard).

**Use**
The use of this site is consistent with the approved zoning for the property (C-2 – General Commerce and PMD-10 – Planned Multi-Use District), however rezoning will occur to more appropriately address the changes with this redevelopment. The applicant has only determined one end user for the site (Dunkin Donuts), however, will be making improvements to attract other potential users that serve the needs of the community.

**Site Layout**
The plan is to continue to use the existing accesses into the site from Highway 41 with minor modifications to the northerly access on Highway 41. The northerly building proposed is situated on the corner of Walnut Street and Highway 41, the middle building is situated more to the east of the site, and the Dunkin Donuts building is situated on the southerly portion of the site. A drive-thru is proposed as a part of the Dunkin Donuts building, providing access at the southerly-most portion of the site.

It has been noted that the design team for this project explored multiple orientations for the development including two buildings or three. The parking lot was studied on the west and east sides of the proposed buildings. The conclusion of these studies showed that the layout is best optimized by placing the buildings on the east side of the site. The reason for this is that there is more room for parking, and the proposed building frontage now aligns with the Walgreens building to the south, creating a consistent streetscape view.

*Staff Recommendation/Analysis*
Staff does not see any major issues with the layout of the site as it appears to flow nicely. The proposed layout will also be consistent with the Walgreens layout to the south. The proposed building on the northern-most portion of the site is appropriate in optimizing the corner by being pushed out to the edge. This will also provide space between the building the CDA apartment for the CDA's parking.

Staff's main concern with a building on the northern corner of Walnut and Highway 41 is the safety component for drivers. To preface, downtown is not perfect, nor are its layouts perfect. There are numerous intersections in the downtown area with buildings practically up to the street level that still operate in a functioning, safe manner. One intersection in particular is Chaska Boulevard and Highway 41. The Curling Center and Domino's buildings both show similar visual clearances with regard to this proposal but also operate on a much busier intersection. As Planning staff sees it today, this intersection at Chaska Boulevard and Highway 41 and location of buildings do not pose any dangers for sight lines. And because of this, staff can comfortably say the proposal being looked at tonight is not dissimilar to this.

Another concern that was brought up during the concept plan was the safety of the drive-thru users pulling out of the drive-thru next to a pedestrian walk. The applicant has since pulled the Dunkin' Donuts building back several feet so as to open up the sight line further for these users.

**Building Materials & Design**
Three new buildings are proposed as a part of this plan. The two existing buildings on site will be demolished. The southerly most building proposed is planned to be a Dunkin Donuts. The middle building is planned to be a multi-tenant building and the northerly building will be a single tenant. All three buildings will be single-story. Suggested design language includes: prominent use of brick in a color that recalls Chaska's rich history of brick production, anodized aluminum storefront and window systems, stucco in a mix of earth-tone colors, cementitious panel siding and lap siding.

*Staff Recommendation/Analysis*
Staff believes the applicant has done a good job in studying the surrounding context for this site, as it relates to design. The buildings are showing a staggered layout, which helps create a more variated design/layout for this site.

The City of Chaska has certain building design and material requirements for commercial buildings. A portion of it is stated as follows:

*"Office, Commercial, Public and Institutional buildings shall use at least three (3) Class I materials and shall be composed of at least seventy (70) percent Class I materials and shall not exceed thirty (30) percent Class II or Class III materials."*

The buildings are proposing a majority of the building to be constructed of a brick, which is a class I material. The two northerly buildings will be incorporating gooseneck lighting on the brick pilasters to make a nod towards historic lighting.

North Building:
This building will be a single tenant building. It will have high exposure being located on the corner of Walnut Street and Highway 41. Because of this staff will emphasize the importance in providing 360-degree architecture. Or, in other words, have a consistent design and material composition throughout.

The applicant is showing in their plan that details will be added to the cornice area to mimic a dentil detail found in downtown Chaska. Staff is favorable of this action. The building is also showing awning brackets over some of the windows to be consistent with other buildings in downtown. Staff finds this element to be more contemporary in nature but could fit in well with the historic elements on the building. The main brick color selected for this building will be a Chaska brick blend.

Also, due to its location on a corner, decorative fencing will be required to match up with the other downtown corner sites in Chaska. The applicants will have to show a detail on this in their final submittal.

| **North Building Materials** | |
|---|---|
| Class I | Brick (two colors) and Glass (72%) |
| Class II | Stucco and Metal (28%) |
| Class III | None |
| **CLASS I REQUIRED** | 70%; three different materials |
| **PROVIDED** | 72% Class I material; 3 different materials |

Based on the table above the applicant is meeting the percentage and quantity requirements for building materials on commercial buildings.

Middle Building:
The middle building will be a multi-tenant building. Its overall design provides a staggered layout, which staff is favorable of. The staggered-ness reduces long linear masses, and helps provide a more variated design. More window openings are provided because of this action.
The overall look of the building will be similar to the north building in materials and design. Brick, decorative cornices with dentil detailing, and awning brackets are shown.

This building's rear (east façade) will face the adjacent apartment. They will be using a cementitious lap siding on the east façade, which staff finds appropriate given its minimal exposure and adjacent residential use.

| Middle Building Materials | |
|---|---|
| Class I | Brick (two colors) and Glass (70.5%) |
| Class II | Stucco and Metal (29.5%) |
| Class III | None |
| **CLASS I REQUIRED** | 70%; three different materials |
| **PROVIDED** | 70.5% Class I material; 3 different materials |

Based on the table above the applicant is meeting the percentage and quantity requirements for building materials on commercial buildings.

South Building (Dunkin Donuts):
The south building will be a Dunkin Donuts with a drive-thru. The design of the building is showing a prototypical design for the Dunkin Donuts chain with some elements tying into historic downtown Chaska. The building will be incorporating a Chaska brick color and brick details to emphasize Chaska's historic qualities. A basket weave detail will be incorporated throughout the entire area of the Chaska brick color.

| Dunkin' Donuts Building Materials | |
|---|---|
| Class I | Brick (two colors), nichiha, and Glass (92%) |
| Class II | Metal (8%) |
| Class III | None |
| **CLASS I REQUIRED** | 70%; three different materials |
| **PROVIDED** | 92% Class I material; 4 different materials |

Based on the table above the applicant is meeting the percentage and quantity requirements for building materials on commercial buildings.

As noted in the applicant's narrative, several changes were made to the building's prototype in terms of colors and materials so as to more appropriately fit the building in to downtown Chaska. Some of those changes included changing accent brick bands from black to brown, Concrete paneling has been changed to Chaska brick using a basket-weave detail, pink accent paint changed to charcoal gray, etc. Staff has seen images of other prototypical Dunkin' Donuts (below), which show very bright designs. In that regard, staff applauds the efforts of the applicant to change some of the pieces to be more fitting in Chaska. In addition to that, the majority of the building will be using Class I materials as noted below. There is very minimal use of Class II materials.

The drive-thru is situated on the north and east sides of the proposed building. Access to this drive-thru will be obtained from the shared drive between Walgreens and Dunkin Donuts. Stacking is provided for up to seven (7) cars before it interferes with interior traffic. Staff is hopeful that this is an adequate amount of stacking.

**Setbacks**
The required setbacks for the site are as follows:

| BUILDING SETBACKS | |
|---|---|
| **Direction** | **Setback** |
| Highway 41 | 65 feet from centerline |
| Walnut Street | 10 feet |
| Interior Property Lines | 5 feet |

| PARKING SETBACKS | |
|---|---|
| **Direction** | **Setback** |
| ROW | 10 feet |
| Interior Property Lines | 5 feet |

**Parking/Access/Circulation**
46 parking spaces 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.

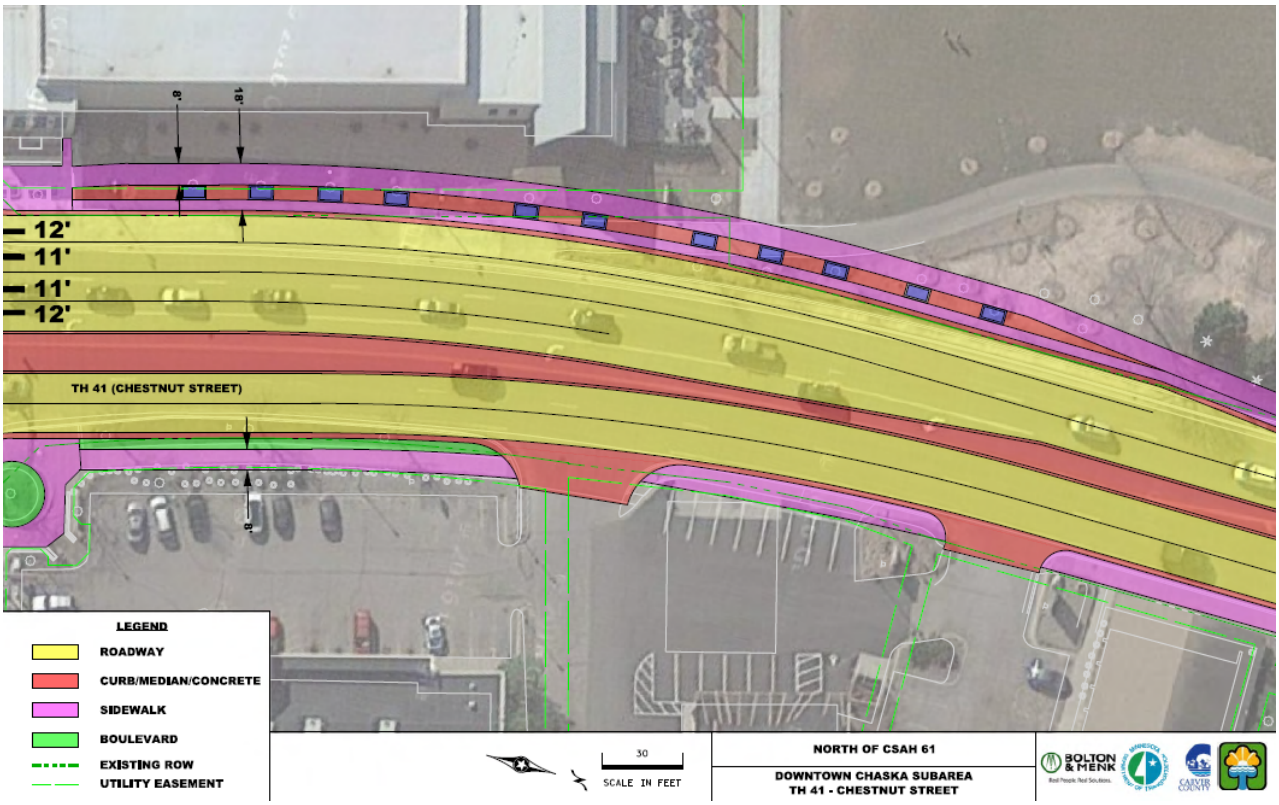
| Uses | Approx. Size | Code Req. | Est. Parking Req. |
|---|---|---|---|
| Retail | 8,500 sf | 1ps/200sf | 43 parking spaces |
| Restaurant | 11 seats | 1ps/3 seats | 3 parking spaces |
| | | **REQUIRED** | **46 parking spaces** |
| | | **PROVIDED** | **46 parking spaces** |

According to this table the applicant is meeting the required amount of parking spaces needed for the use. Parking spaces will be provided on the west and south sides of the buildings. The proposed parking lot layout will provide adequate drive aisles and a more appropriate buffer between the road, sidewalk and parking.

The project is proposing to use existing entrances and exits to and from the site with slight modifications to the northerly entrance. These entrances are situated off of Highway 41 on the west and Walnut Street on the east; the northerly access on Highway 41 will be an independent access to the project site, the southerly access will be a shared access between Walgreens and

this project site. A private drive that runs east to west provides the access off of Walnut Street North. Vehicular connections are also available to access Walgreens to the south.

It should be noted that MnDOT will be making improvements to Highway 41 in the future. An exhibit of the proposed improvements is shown below:




MnDOT has provided comments as a result of this project and have given the applicant certain standards to meet in terms of the access design and permits that are required.

*Staff Recommendation/Analysis*
Staff is happy to see that the parking lot layout will be improved. The flow of the area seems to make sense and provide smooth traffic. The applicant is showing a streetscape design between the parking lot and Highway 41 that aligns with and resembles the Walgreens site. The design incorporates a boulevard that separates Highway 41 and the sidewalk. These incorporations will enhance the boulevard of this area and provide an appropriate buffer between the site and busy road. It will also be important that the applicant continue to coordinate with MnDOT on the future improvements that will be done to Highway 41 so that important variables such as access/drainage/right-of-way needs are figured out sooner than later.

**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 | 32 caliper inches (12 trees) | 15 trees |
| Understory Trees | 3 | 0 |
| Shrubs | 33 | 143 |

According to the table above the applicant is insufficient in meeting the landscape ordinance for understory trees. The applicant will be required to show at least 3 additional understory trees in their final submittal.

The preliminary plan is showing general consistency with Walgreens lot and consistency with the Curling Center in terms of boulevard landscaping. Currently the Walgreens site shows trees between the sidewalk and the highway and shrubs between the parking lot and the sidewalk. The applicant is showing the same sidewalk width and shrubs next to the parking lot. The boulevard achieved on this lot is consistent with what was done at the Curling Center on the Chaska Boulevard side.

Planting islands are also shown as a part of this plan with appropriate landscaping within it.

**Sidewalks and Pedestrian Places**
Sidewalks are proposed to intersect this site and provide access to the three buildings and their parking. A sidewalk is proposed on the west side of the site to connect into the Walgreens site and sites to the north. The existing westerly pedestrian connections are currently 8 feet wide.

Another item of note is the provision of pedestrian places as a part of this proposal. The applicant has since added a patio on the back (east) side of the Dunkin' Donuts that will be surrounded by a decorative fence and landscaping. They have also added landscaping in the rear between the CDA building and multi-tenant building. This will allow for a much more pleasant area for people who need to use this area.

**Lighting**
Any lighting proposed for this plan should be fully screened and face downward. Lighting shall also be designed to be sensitive to the historic context and scale. Gooseneck lighting is traditional in historic downtowns and is being provided on the two north buildings.

**Monument Sign & Trash Enclosure**
The existing monument sign and trash enclosure are a part of this proposal. One new trash enclosure is proposed on the east side of the site behind the proposed buildings. A detail has been provided of this in the preliminary submittal. The applicant has also summarized the frequency of trash pickups in their narrative as well. Trash pick-ups will only occur on Mondays, Wednesdays, and Fridays between the hours of 2:00am and 4:00am. This timing will not be a conflict with the drive-thru as Dunkin' Donuts will not be open during that time.

A monument sign is proposed on the west edge of the site. The design of this sign will be consistent with the buildings.

**Utilities**
Water and sewer are available to serve this site.

**Stormwater**
The applicant will work with the City and MnDOT to determine if the drainage plan proposed for the site will suffice.

**Preliminary Plat**
The site will be platted from three lots into two lots. One lot will be for the CDA parking lot, the other will be for the remainder of the site encompassing the three buildings.

**Single Motion on Project**
Being sensitive to the comments brought up in the last Planning Commission meeting, it was noted that you wish to review and make motions on buildings separately even though they might be on the same site.

During this Preliminary Plan we feel that it is appropriate to look at/review the site/proposal as a whole. Staff believes that due to the connectivity of this site and buildings, it is very much appropriate to evaluate this project as a whole versus separating it out. Therefore, we are asking you to make a single motion on the entire project.

**CONCLUSION**
Staff is happy to see that the vacant buildings and sites at 650, 700, and 710 Chestnut Street North are taking steps to receive improvements. Staff will continue to work with the applicant to ensure the site and buildings become a visually pleasing amenity to the community and downtown once again.

**PLANNING COMMISSION ACTION TAKEN 06/13/2018:**
Motion to recommend approval of the Preliminary Site & Building Plan and Preliminary Plat for 650, 700 & 710 Chestnut Street North (PC#2018-19), subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative, submitted by Matt Borowy, dated May 30, 2018.
    b. Certificate of Survey, submitted by Trosen Land Surveying, dated April 14, 2018
    c. Site Demo Plan (C1), submitted by LTN Engineering, dated May 29, 2018
    d. Civil Site Plan (C2), submitted by LTN Engineering, dated May 29, 2018
    e. Grading/Paving & Drainage Plan (C3), submitted by LTN Engineering, dated May 29, 2018
    f. Utilities & Piping Demolition Plan (C4), submitted by LTN Engineering, dated May 29, 2018
    g. Utilities & Piping Plan Exist. Fire Hydrant Plan(s) (C5), submitted by LTN Engineering, dated May 29, 2018
    h. SWPPP/Erosion Control Plan & Details (C6), submitted by LTN Engineering, dated May 29, 2018
    i. Photometric Site Plan (E6-10), submitted by ISG, dated May 29, 2018
    j. Sheet A1, submitted by RDS Architects, dated April 27, 2018
    k. Sheet A2, submitted by RDS Architects, dated May 16, 2018

l. Floor Plan, Notes & Partition Type (A1.0), submitted by Bright Pixel Design, undated
m. Exterior Elevation & Details (A5.0), submitted by Bright Pixel Design, undated
n. Exterior Elevation & Details (A5.1), submitted by Bright Pixel Design, undated
o. Sheet A0, submitted by Bright Pixel Design, dated April 27, 2018
p. Landscape & Site Signage Plan (L1.1), submitted by Bright Pixel Design, dated March 13, 2018
q. Typical Landscape Details & Specifications (L1.2), submitted by Bright Pixel Design, dated March 13, 2018
r. Typical Irrigation Details (L1.3), submitted by Bright Pixel Design, dated March 13, 2018
s. Siteline Studies (SL1.1), submitted by Bright Pixel Design, dated March 13, 2018
t. Siteline Studies (SL1.2), submitted by Bright Pixel Design, dated March 13, 2018
u. Preliminary Plat, submitted by Trosen Land Surveying, LLC, dated June 7, 2018

2. Compliance with section 9.11 Building Design/Materials and Site Design.
3. Provision to design the buildings to tie in with historic downtown Chaska.
4. Provision of curb and gutter to be provided in parking lot design.
5. Provision of sidewalk to be at least 8 feet wide and to be located in between the boulevard and parking lot.
6. Provision of a decorative fence to be incorporated on the northerly building area and a detail to be included in the final submittal.
7. Decorative fence by northerly building to be painted to match Walgreens fence.
8. Provision that signs will meet Section 10 of the zoning ordinance.
9. Provision that the Chaska brick blend is reviewed and approved by Planning staff prior to application.
10. Provision of modular face brick is used for all brick applications in order to be classified as a Class I material.
11. Building fire suppression system to be implemented if required by Fire Department.
12. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
13. Provision that an access permit is obtained from MnDOT.
14. Adherence with MnDOT's memo dated June 6, 2018.
15. Provision of 3 understory trees are added to the landscape plan at final submittal.
16. Compliance with the Engineers Memo dated June 6, 2018.

Motion to recommend approval of the rezoning for 650, 700 and 710 Chestnut Street North from General Commerce (C-2) and Planned Multi Use District (PMD-10) to Planned Commercial District (PCD-19).

**CITY COUNCIL ACTION REQUESTED**

**Motion to Adopt a Resolution approving the Preliminary Site and Building Plan and Preliminary Plat for 650, 700 and 710 Chestnut Street North (PC # 2018-19)**

**Motion to Adopt an Ordinance approving the rezoning for 650, 700 and 710 Chestnut Street North from General Commerce (C-2) and Planned Multi Use District (PMD-10) to Planned Commercial District (PCD-19).**

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

**RESOLUTION**

**DATE 06/18/2018 RESOLUTION NO. 2018-84**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

---

**Resolution approving the Preliminary Site and Building Plan and Preliminary Plat for 650, 700 and 710 Chestnut Street/Alliance Contracting/P.C. No. 2018-19**

---

WHEREAS, the request this evening is for Preliminary Site and Building Plan, Preliminary Plat and Rezoning approval to redevelop the overall site; and

WHEREAS, the existing buildings will be demolished and replaced with three separate commercial buildings; and

WHEREAS, parking will be provided on the west and south sides of the site;

WHEREAS, staff's main concern with a building on the northern corner of Walnut and Highway 41 is the safety component for drivers; and

WHEREAS, the intersection at Chaska Boulevard and Highway 41 and location of buildings do not pose any dangers for sight lines, and because of this, staff can comfortably say the proposal being looked at tonight at Walnut Street and Highway 41 is not dissimilar to this; and

WHEREAS, 46 parking spaces are proposed as a part of this project; and

WHEREAS, it will be important that the applicant continue to coordinate with MnDOT on the future improvements that will be done to Highway 41 so that important variables such as access/drainage/right-of-way needs are figured out sooner than later; and

WHEREAS, the applicant will be required to show at least 3 additional understory trees in their final submittal; and

WHEREAS, the site will be platted from three lots into two lots; and

WHEREAS, on June 13, 2018 the Planning Commission recommended approval to the City Council of the Preliminary Site & Building Plan and Preliminary Plat for 650, 700 and 710 Chestnut Street North (PC#2018-19); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the the Preliminary Site & Building Plan and Preliminary Plat for 650, 700 and 710 Chestnut Street North (PC#2018-19), subject to the aforementioned stipulations and the following conditions:

1. Approvals shall be based on the following graphic exhibits:

a. Project Narrative, submitted by Matt Borowy, dated May 30, 2018.
b. Certificate of Survey, submitted by Trosen Land Surveying, dated April 14, 2018
c. Site Demo Plan (C1), submitted by LTN Engineering, dated May 29, 2018
d. Civil Site Plan (C2), submitted by LTN Engineering, dated May 29, 2018
e. Grading/Paving & Drainage Plan (C3), submitted by LTN Engineering, dated May 29, 2018
f. Utilities & Piping Demolition Plan (C4), submitted by LTN Engineering, dated May 29, 2018
g. Utilities & Piping Plan Exist. Fire Hydrant Plan(s) (C5), submitted by LTN Engineering, dated May 29, 2018
h. SWPPP/Erosion Control Plan & Details (C6), submitted by LTN Engineering, dated May 29, 2018
i. Photometric Site Plan (E6-10), submitted by ISG, dated May 29, 2018
j. Sheet A1, submitted by RDS Architects, dated April 27, 2018
k. Sheet A2, submitted by RDS Architects, dated May 16, 2018
l. Floor Plan, Notes & Partition Type (A1.0), submitted by Bright Pixel Design, undated
m. Exterior Elevation & Details (A5.0), submitted by Bright Pixel Design, undated
n. Exterior Elevation & Details (A5.1), submitted by Bright Pixel Design, undated
o. Sheet A0, submitted by Bright Pixel Design, dated April 27, 2018
p. Landscape & Site Signage Plan (L1.1), submitted by Bright Pixel Design, dated March 13, 2018
q. Typical Landscape Details & Specifications (L1.2), submitted by Bright Pixel Design, dated March 13, 2018
r. Typical Irrigation Details (L1.3), submitted by Bright Pixel Design, dated March 13, 2018
s. Siteline Studies (SL1.1), submitted by Bright Pixel Design, dated March 13, 2018
t. Siteline Studies (SL1.2), submitted by Bright Pixel Design, dated March 13, 2018
u. Preliminary Plat, submitted by Trosen Land Surveying, LLC, dated June 7, 2018

2. Compliance with section 9.11 Building Design/Materials and Site Design.
3. Provision to design the buildings to tie in with historic downtown Chaska.
4. Provision of curb and gutter to be provided in parking lot design.
5. Provision of sidewalk to be at least 8 feet wide and to be located in between the boulevard and parking lot.
6. Provision of a decorative fence to be incorporated on the northerly building area and a detail to be included in the final submittal.
7. Decorative fence by northerly building to be painted to match Walgreens fence.
8. Provision that signs will meet Section 10 of the zoning ordinance.
9. Provision that the Chaska brick blend is reviewed and approved by Planning staff prior to application.
10. Provision of modular face brick is used for all brick applications in order to be classified as a Class I material.
11. Building fire suppression system to be implemented if required by Fire Department.
12. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
13. Provision that an access permit is obtained from MnDOT.
14. Adherence with MnDOT's memo dated June 6, 2018.
15. Provision of 3 understory trees are added to the landscape plan at final submittal.
16. Compliance with the Engineers Memo dated June 6, 2018.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of June, 2018.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

**CITY OF CHASKA**

**ORDINANCE NO. 949**

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

**AN ORDINANCE AMENDING ORDINANCE NO. 229 (ZONING ORDINANCE) BY REZONING CERTAIN REAL ESTATE WITHIN THE CITY OF CHASKA**

THE CITY COUNCIL OF THE CITY OF CHASKA DO ORDAIN:

Section I. Rezoning. The boundaries of the Zoning District as established by Ordinance No. 229 and as shown on the Zoning Map of Chaska, Minnesota are hereby amended as follows:

The following described real estate is hereby removed from the Planned Multi-Use District (PMD-10) zoning district and the General Commerce (C-2) zoning district and rezoned to Planned Commercial District No. 19 (PCD-19) for all of Block 1 of The Klein Brick Yard Fourteenth Addition, Carver County, Minnesota.

The following graphic exhibits shall serve as the general guide for development of The Klein Brickyard Fourteenth Addition area:

**a.** Certificate of Survey, submitted by Trosen Land Surveying, dated April 14, 2018
**b.** Site Demo Plan (C1), submitted by LTN Engineering, dated May 29, 2018
**c.** Civil Site Plan (C2), submitted by LTN Engineering, dated May 29, 2018
**d.** Grading/Paving & Drainage Plan (C3), submitted by LTN Engineering, dated May 29, 2018
**e.** Utilities & Piping Demolition Plan (C4), submitted by LTN Engineering, dated May 29, 2018
**f.** Utilities & Piping Plan Exist. Fire Hydrant Plan(s) (C5), submitted by LTN Engineering, dated May 29, 2018
**g.** SWPPP/Erosion Control Plan & Details (C6), submitted by LTN Engineering, dated May 29, 2018
**h.** Photometric Site Plan (E6-10), submitted by ISG, dated May 29, 2018
**i.** Sheet A1, submitted by RDS Architects, dated April 27, 2018
**j.** Sheet A2, submitted by RDS Architects, dated May 16, 2018
**k.** Floor Plan, Notes & Partition Type (A1.0), submitted by Bright Pixel Design, undated

**l.** Exterior Elevation & Details (A5.0), submitted by Bright Pixel Design, undated
**m.** Exterior Elevation & Details (A5.1), submitted by Bright Pixel Design, undated
**n.** Sheet A0, submitted by Bright Pixel Design, dated April 27, 2018
**o.** Landscape & Site Signage Plan (L1.1), submitted by Bright Pixel Design, dated March 13, 2018
**p.** Typical Landscape Details & Specifications (L1.2), submitted by Bright Pixel Design, dated March 13, 2018
**q.** Typical Irrigation Details (L1.3), submitted by Bright Pixel Design, dated March 13, 2018
**r.** Siteline Studies (SL1.1), submitted by Bright Pixel Design, dated March 13, 2018
**s.** Siteline Studies (SL1.2), submitted by Bright Pixel Design, dated March 13, 2018
**t.** Preliminary Plat, submitted by Trosen Land Surveying, LLC, dated June 7, 2018
**u.** Final Plat, submitted by Trosen Land Surveying, LLC

Section II. **PCD-19 District regulations.** Permitted uses and regulations applicable to the PCD-19 District is hereby amended to read as follows:

**A. Intent**

The intent of PCD-19 is to create a commercial area that can serve the day-to-day needs of Chaska area residents for retail goods and services.

**B. Permitted Uses**

Permitted uses shall be the following:

**1. Lot 1, Block 1, The Klein Brick Yard Fourteenth Addition:**

a) Commercial and retail establishments
b) Professional Services such as medical and dental clinic, attorney's offices, finance, insurance, and real estate services

**2. Lot 2, Block 1, The Klein Brick Yard Fourteenth Addition:**

a) Off-street parking

**C. Accessory Uses**

Customary accessory uses incidental to the foregoing principal use, including but not limited to the following:

1. Off street parking and loading facilities as regulated by Section 9 of the zoning ordinance.
2. Signs as regulated by Section 10 of the Zoning Ordinance, except as follows:
    a. Lot 1, Block 1, The Klein Brick Yard Fourteenth Addition:
        i. One monument sign not to exceed 100 square feet in size and 10 feet in height.

**D. <u>Building Setbacks</u>**

Minimum building setbacks shall be as follows:

1. From centerline of Highway 41: 65 feet
2. From Walnut Street: 10 feet
3. Interior Property Lines: 5 feet

Minimum parking setbacks shall be as follows:

1. From Right-of-Way (ROW): 10 feet
2. Interior Property Lines: 5 feet

<u>Section III</u>. <u>Effective Date.</u> This Ordinance shall be in full force and effect from and after its date of passage, adoption, and publication according to law.

Passed and adopted by the City Council of the City of Chaska, Minnesota this 18th day of June, 2018.

_____
Mark Windschitl, Mayor

Attest:_____
Deputy Clerk

RDS ARCHITECTS

4900 Highway 169 Suite #303
New Hope, MN 55428
612-810-9628
763-550-2919 FAX

*In Partnership With*

Bright Pixel Design

802 Lower Johnson Circle
St. Peter, MN 56082
507-720-1398
matt@brightpixeldesign.com

# Site Plan

To: Elizabeth Hanson

From: Matt Borowy

Date: 5/30/2018

Re: Chaska Retail Center

---

Mrs. Hanson:

I want to thank you for the opportunity to submit the following preliminary site/building plan materials for the Chaska Retail Center in Chaska MN. The application and fees will be submitted separately and the hard copies will be forthcoming after your initial review and comment.

Per our previous correspondence, the project team's desire is to work closely with the city staff over the next two months to carry out the review process. We would like to thank you in advance for the support and patience that is sure to be afforded to our team.

# Request

The project team requests approval of the building designs and locations as specified in the attached drawings. The location of the northern building and the monument sign will require setback variances and/or new setbacks created as part of the re-platting process. The hardship that is necessitates this request are the existing site access points, which are intended to remain, and the required parking stall count. If either of these constraints were not in place the variance request would not be advanced.

# Vehicular Impact

Proposed development involving removal of existing buildings, construction of new buildings and replacement of monument sign has a slightly beneficial effect on the vehicular traffic visibility of the site. This is primarily due to the removal of the existing monument gas price sign on the south side of the central access drive and the removal of the existing Michael's Cycles building. Without the sign, the driver's field of view of oncoming traffic from the south on Chestnut Street is widened. To enhance site safety, the proposed northern building has been placed approximately 9' farther away from the center line of Chestnut Street than the existing retail building. See SL1.1 for more information.

The view at the intersection of Walnut & Chestnut is proposed to be modified slightly from the current condition. See SL1.2 for a before and after exhibit of the view. A driver waiting at the sidewalk at both the Walnut Street and the center lot exit will have in excess of 6 seconds of visual contact with a driver traveling 40 mph Northbound or Southbound on Chestnut Street.

The owner is planning to hire a traffic study engineer as deemed necessary by the planning commission. However, this member is not under contract as of this writing so their study is not part of this submittal. The design team has spoken to the city engineer Matt Clark and he has recommended Eric Johnson from Bolton & Menk due to his familiarity with the site. The resulting findings and recommendations will be incorporated into the project as they become available.

A drive-through has been provided for the Dunkin' Donuts restaurant on the south end of the site. This is due to the company's priority of providing customers with quick and convenient vehicular service as well as parking for walk-in service. The corporate standard requires a minimum queue of 6 cars (3 at the ordering menu and 3 at the pickup window). The proposed plan provides room for 7 (4 at the ordering menu and 3 at the pickup window.) This additional capacity will facilitate efficient traffic flow through the lane. In addition, the updated prototype design includes a dedicated door for restaurant staff to bring slower items directly to the customer. This allows vehicles to pull forward out of the drive lane so subsequent customers can keep the line moving – see 1/A5.0 for more information.

Trash and recycling will be scheduled with provider to be removed between the hours of 2:00 and 4:00 AM on Monday, Wednesday and Friday. Pick-up times can be modified as the required load changes with differing building tenants. The designated enclosure is designed to accommodate (2) 4 yard containers: one with trash and one with co-mingled recycled material including cardboard, paper, glass and plastic. The restaurant staff will arrive at 5:00 AM, well after the trucks have vacated the area. Customers using the drive thru lane should never conflict with utility trucks servicing the site.

# Design Direction

Per the design team's previous submittal, the intended materials are primarily brick and stucco with accents of aluminum & glass, metal canopies, and metal trim – see sheet A2 for more information. Historically inspired gooseneck fixtures are to be featured prominently on the brick pilasters of the two retail buildings – see E6.10 for more information.

During the design process the franchise restaurant (Dunkin' Donuts) has released their 'next-gen' building prototype and has expressed the desire to employ it here. We have carefully considered the design and are proposing several changes to it to ensure that it respects both its direct neighbors and the community as a whole. Key items are as follows:

1) Accent brick bands have been changed from black on the prototype to brown on the Chaska design
2) Grey concrete panels have been changed to light grey "Chaska Brick" Historically inspired detailing will be employed in these areas by way of 'basket weave' coursing that is present in existing neighborhood buildings.
3) White concrete panels have been changed to quartz grey
4) White accent paint has been changed to charcoal grey
5) Pink accent paint has been changed to charcoal grey
6) Double trim (cornice) bands have been added to the field walls to recall detailing consistent with the other proposed buildings and existing buildings in the neighborhood
7) Light from accent bollards has been changed from pink to white

With the above changes, the new prototype design will be able to enmesh with the existing design of the surrounding community in a respectful and appropriate way. Other prototype items that are allowed to remain are wood-look metal accent siding and an orange accent band. Please see sheets A5.0 and A5.1 for more information.

# Sustainable initiatives

Reduction of initial resources and ongoing utilities are important from both a cost containment standpoint and overall environmental stewardship. The design team has targeted several items that work toward that aim. Key sustainable items area as follows:

1) Efficient MEP systems featuring low-flow fixtures and LED lighting
2) Two sets of bike racks are suggested as noted on sheet L1.1
3) Shading devices to reduce solar gain over glazed areas
4) Thermally broken aluminum frames with double-pane insulated glazing
5) Photometric analysis that ensures the balance in struck between public safety and reducing light trespass & pollution – see E6.10 for more information

# Pedestrian Impact

The proposed development has been designed for efficient and safe pedestrian flow parallel to vehicular flow. A landscaped boulevard is planned between HW31/Chestnut Street and the new sidewalk per city staff's request. The will provide increased safety by separating pedestrians from northbound traffic. This design solution is also consistent with the properties both north and south of the site. The existing fence and bollard installation at the northwest corner of the site is intended to remain in place and new landscape plantings are proposed. Alternatively, if the construction requires that this installation be removed, it will be replaced during the construction period.

A generous pedestrian friendly area is proposed along the east-entry side of the three-tenant building including wide concrete walks and landscape beds. This will prove to be attractive for building visitors and staff and provide valuable greenspace as well. This area is intended to replace the previous suggestion of a 'promenade' on the west side between the new building and the CDA apartments. The design team feels that that area is better served as a backdoor for tenants and a space for utilities not as a pedestrian amenity per se.

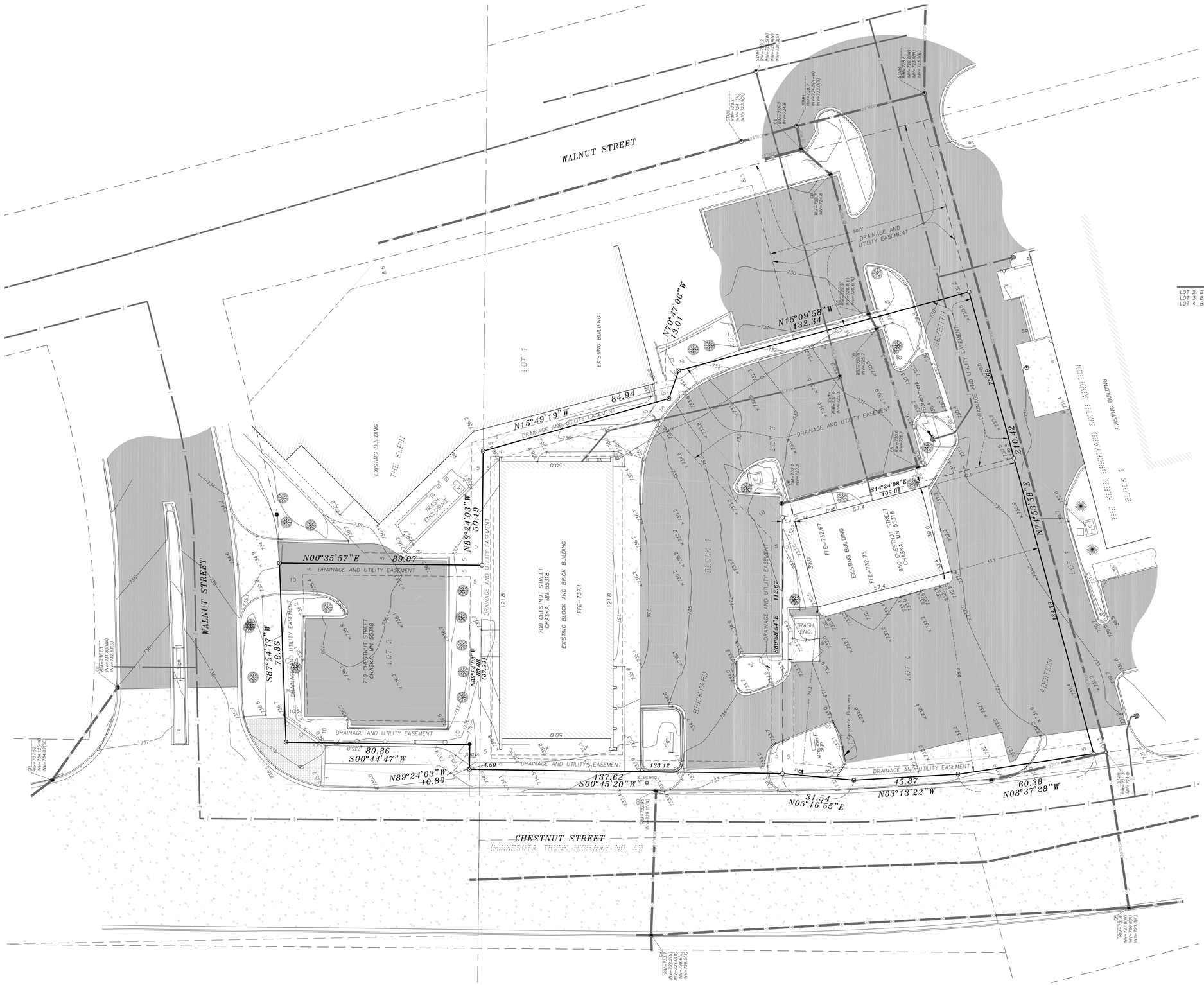
The current landscape plan suggests ample room for pedestrian flow but not benches or tables in front of the buildings. This will be valuable in the long term to the building owner in recruiting and keeping tenants as it promotes a safe and friendly face to the future business occupants. Proposed monument sign is designed using the same detailing and materials as the two retail buildings to provide consistency throughout the development - see sheet A.0 for more information.

The franchise restaurant on the south end of the site is planning an exterior seating area with tables and chairs that will be surrounded by an ornamental fence and landscaping see sheet L1.1 for more information.

Once again, thank you for this opportunity to submit this preliminary site/building plan package. If you have any questions regarding this submittal, please do not hesitate to call.

Sincerely,

**Matt J Borowy**
**Bright Pixel Design**
507.720.1398
**www.brightpixeldesign.com**




## BENCHMARK

TOP NUT FIRE HYDRANT
LOCATED AT THE SOUTHEAST
CORNER OF THE BUILDING ON THE
SUBJECT PROPERTY
ELEVATION = 733.81
(ASSUMED DATUM)

N

0 20

1" = 20 FEET

## AREA SUMMARY

LOT 2, BLOCK 1 – 6,928 SQ. FT. OR 0.15 ACRES
LOT 3, BLOCK 1 – 28,768 SQ. FT. OR 0.66 ACRES
LOT 4, BLOCK 1 – 15,256 SQ. FT. OR 0.35 ACRES

## LEGEND

- = CONCRETE SURFACE
- = BITUMINOUS SURFACE
- + 731.4 = EXISTING ELEVATION
- 850 / 845 = EXISTING CONTOURS
- = ELECTRIC METER
- = ELECTRIC TRANSFORMER
- = GAS METER
- = UTILITY BOX
- = DECIDUOUS TREE
- = SIGN
- = LIGHT POLE
- = FIRE HYDRANT
- = MANHOLE
- = CATCH BASIN
- = BOLLARD
- = FOUND MONUMENT
- = SET SCRIBED "X" OR MAG NAIL
- = SET MONUMENT

## PROPERTY DESCRIPTION

LOTS 2, 4 AND 4, BLOCK 1, THE KLEIN BRICK YARD SEVENTH ADDITION, CARVER COUNTY, MINNESOTA

## NOTES

1. PROJECT COORDINATE SYSTEM IS CARVER COUNTY COORDINATE SYSTEM (NAD83–1996)
2. THE SOUTH LINE OF LOT 4, BLOCK 1, THE KLEIN BRICK YARD SEVENTH ADDITION BEARS SOUTH 74 DEGREES 53 MINUTES 58 SECONDS COMPARED TO THE PLATTED BEARING OF SOUTH 47 DEGREES 45 MINUTES 52 SECONDS EAST.
3. THE UTILITIES SERVING THIS PROPERTY HAVE BEEN LOCATED TO THE BEST OF THE SURVEYOR'S ABILITY USING THE SERVICES OF GOPHER STATE ONE CALL – TICKET NO. 180941059 AND AVAILABLE MAPS. NOT ALL UTILITY COMPANIES RESPONDED TO THE ONE-CALL. THE SURVEYOR DOES NOT GUARANTEE, IN WRITING OR ASSUMED, THAT UTILITIES AS SHOWN ARE IN THE EXACT LOCATION. NO EXCAVATION WAS PERFORMED TO LOCATE THE UNDERGROUND UTILITIES.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS OF RECORD NOT SHOWN ON THIS SURVEY.

## CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SCOTT C. TROSEN, MN LS 47465.

DATE: 04/12/2018 REVISED: 04/14/2018

TROSEN LAND SURVEYING

TROSEN LAND SURVEYING, LLC
236 LEWIS STREET SOUTH
SHAKOPEE, MN 55379
PH: 612-990-1182
WWW.TROSENLANDSURVEYING.COM

| REVISIONS | | | |
|---|---|---|---|
| REV. NO | DATE | REVISIONS DESCRIPTION | |
| 1 | 04/14/2018 | SITE UTILITIES–NOTES | |

| | |
|---|---|
| PROJECT: | TLS1806 |
| DRAWING: | cert-TLS1806.dwg |
| DRAWN BY: | SCT |
| CHECKED BY: | SCT |
| SUBMITTED: | 04/12/18 |

CLIENT:
Aliance Contracting
1800 Excel Drive
Mankato, MN 56001

PROJECT:
650, 700 and 710, Chestnut Street, Chaska, MN 55318

LOTS 2, 3, AND 4, BLOCK 1, THE KLEIN BRICK YARD SEVENTH ADDITION, CARVER COUNTY, MINNESOTA

CERTIFICATE OF SURVEY

SHEET 1 OF 1

## SHEET INDEX


C1 DEMOLITION SITE PLAN
C2 CIVIL SITE PLAN
C3 GRADING, PAVING, & DRAINAGE PLAN
C4 UTILITIES & PIPING DEMOLITION PLAN
C5 UTILITIES & PIPING PLAN & EXISTING FIRE HYDRANT PLAN(S)
C6 SWPPP / EROSION CONTROL PLAN AND DETAILS

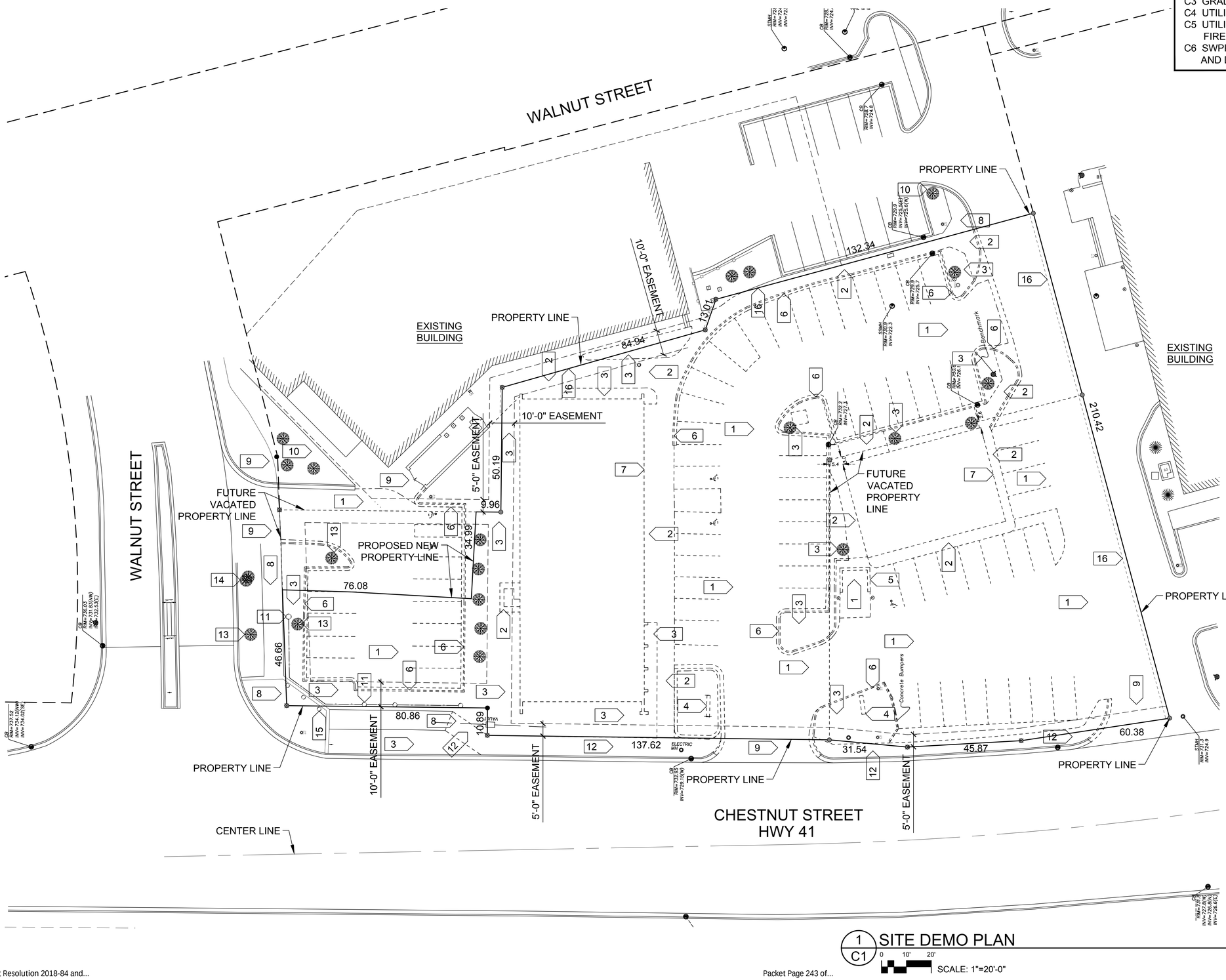


**LTN ENGINEERING**
CIVIL AND STRUCTURAL MANKATO MINNESOTA
EM MARK.LTNGROUP@CHARTER.NET 507 317-8994


PROJECT TITLE:

# CHASKA RETAIL CENTER

700 CHESTNUT STREET
CHASKA, MN




KEYED NOTES:

1. DEMO EXISTING BITUMINOUS PARKING LOT PAVEMENT
2. DEMO EXISTING SIDEWALK PATH
3. DEMO EXISTING LANDSCAPING
4. DEMO EXISTING SIGNAGE
5. DEMO EXISTING DUMPSTER ENCLOSURE
6. DEMO EXISTING CURB AND GUTTER
7. DEMO EXISTING BUILDING
8. EXISTING SIDEWALK TO REMAIN, AS IS. PATCH & FIX AS NEEDED, AT END OF CONSTRUCTION
9. PATCH AND FIX EXISTING BITUMINOUS
10. PATCH AND FIX EXISTING LANDSCAPING
11. SAVE EXISTING ORNAMENTAL FENCING, DO NOT DEMO
12. DEMO EXISTING SIDEWALK - TO BACK TO CURB
13. DEMO TREE
14. SAVE TREE
15. SAVE CONCRETE PILLARS 3 EA.
16. SAWCUT PAVEMENT OR SIDEWALK

BEFORE DIGGING, CONTACT GOPHER STATE ONE CALL AT 800-252-1166 FOR THE MARKING OF UNDERGROUND UTILITIES. CONTACT AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE BEFORE EXCAVATION OR GRADING.

FOR REVIEW
**PRELIMINARY**
NOT FOR CONSTRUCTION

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|
| 1 | REV. 1 | 5-29-2018 |

SHEET:

## SITE DEMO PLAN

DATE: 4-30-2018
DRAWN BY: JLS
CHECKED BY: ML

**C1**

1 C1 SITE DEMO PLAN
SCALE: 1"=20'-0"

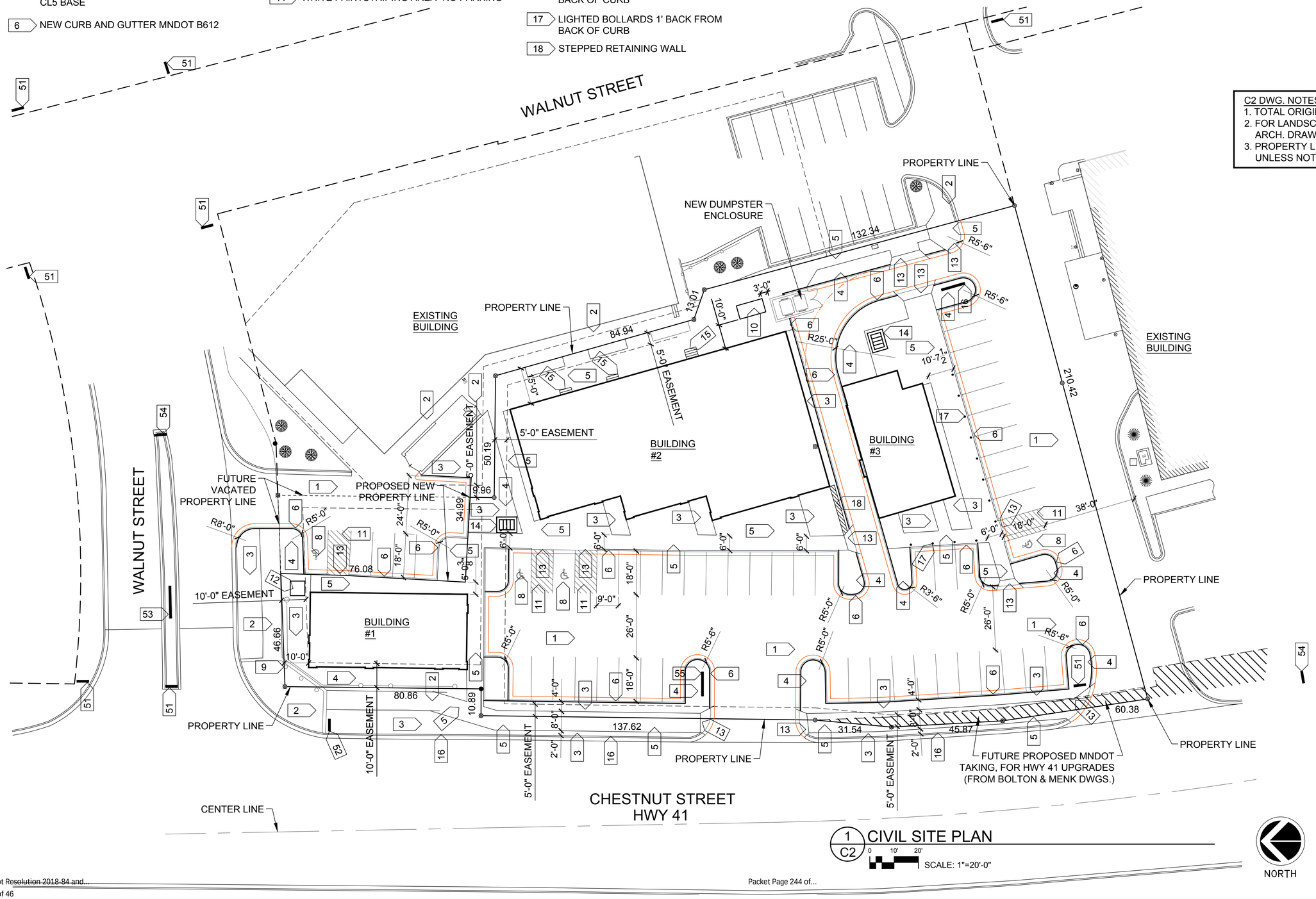
NORTH

KEYED NOTES:

1. NEW BITUMINOUS PARKING LOT PAVEMENT
2. EXISTING SIDEWALK PATH
3. NEW TOPSOIL AND SEEDED TURF - SEE LANDSCAPE PLANS
4. NEW LANDSCAPING - SEE LANDSCAPE PLANS
5. NEW 4" SIDEWALK OVER 4" MNDOT CL5 BASE
6. NEW CURB AND GUTTER MNDOT B612
7. TYPICAL SETBACK LINE
8. NEW HANDICAP SYMBOL - PAINT WHITE STRIPE TYPICAL FOR 8 EACH
9. SAVED ORNAMENTAL FENCE & 3 CONC. PILLARS AROUND CORNER
10. ELECTRICAL TRANSFORMER 11'-0" x 5'-8"
11. WHITE PAINTSTRIPING AREA- NO PARKING
12. MECHANICAL CONDENSER UNIT
13. CONSTRUCT CURB TO FIT ADA SIDEWALK CURB RAMP. SEE 4/C6
14. BIKE RACK- MIN. 4 BIKES/RACK, 1 EACH ON 4" CONC. SLAB
15. STEPS
16. CONSTRUCTION LIMIT ALONG HWY 41 - TO BACK OF CURB
17. LIGHTED BOLLARDS 1' BACK FROM BACK OF CURB
18. STEPPED RETAINING WALL

SIGNS:

51. EXISTING STOP SIGN - TO REMAIN
52. EXISTING HIGHWAY SIGN - CROSSWALK - TO REMAIN
53. EXISTING BUSINESS SIGN - TO REMAIN
54. EXISTING TRAFFIC SIGN - TO REMAIN
55. NEW BUSINESS SIGN




1 C2 CIVIL SITE PLAN

0 10' 20'

SCALE: 1"=20'-0"

NORTH


LTN ENGINEERING
CIVIL AND STRUCTURAL MANKATO MINNESOTA
EM MARK.LTNGROUP@CHARTER.NET 507 317-8994


PROJECT TITLE:

# CHASKA RETAIL CENTER

700 CHESTNUT STREET
CHASKA, MN

C2 DWG. NOTES:
1. TOTAL ORIGINAL PROPERTY AREA = 1.16 ACRE
2. FOR LANDSCAPING SEE LANDSCAPE PLAN IN ARCH. DRAWINGS.
3. PROPERTY LINE = LIMITS OF CONSTRUCTION, UNLESS NOTED OTHERWISE.

BEFORE DIGGING, CONTACT GOPHER STATE ONE CALL AT 800-252-1166 FOR THE MARKING OF UNDERGROUND UTILITIES. CONTACT AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE BEFORE EXCAVATION OR GRADING.

FOR REVIEW
PRELIMINARY
NOT FOR CONSTRUCTION

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|
| 1 | REV. 1 | 5-29-2018 |

SHEET:
CIVIL SITE PLAN

DATE: 4-30-2018
DRAWN BY: JLS
CHECKED BY: ML

C2

**LTN ENGINEERING**
CIVIL AND STRUCTURAL MANKATO MINNESOTA
EM MARK.LTNGROUP@CHARTER.NET 507 317-8994

PROJECT TITLE:

# CHASKA RETAIL CENTER

700 CHESTNUT STREET
CHASKA, MN

HYDRAULIC NOTES:
1. TOTAL SITE IMPERVIOUS AND PERVIOUS AREAS BEFORE AND AFTER RE-DEVELOPMENT ARE NEARLY IDENTICAL. AS A RESULT, THE ENGINEERING DESIGN AND CHECKS DO NOT INCLUDE ANY INCREASE TO TOTAL SITE OUTFLOW Q.
2. THE EXISTING 15" RCP FROM THE SOUTH-CENTER OF SITE TO THE EAST HAS BEEN CHECKED AND IS SATISFACTORY.
3. THE DESIGN STORM IS THE 10 YR.

WALNUT STREET
CHESTNUT STREET
HWY 41
CENTER LINE
EXISTING BUILDING
EXISTING BUILDING
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
10'-0" EASEMENT
10'-0" EASEMENT
5'-0" EASEMENT
5'-0" EASEMENT
MATCH EXISTING ELEVATIONS AT BOUNDARY SAWCUTS TYP.
INSTALL NEW CB
INSTALL 2 NEW CB
NEW 15"
NEW 12" PVC
NEW 12" PVC
NEW 12" PVC
NEW CB
NEW CB
BUILD NEW STORM MH @ EXIST. CB
EXISTING
EXISTING
EXISTING
EXIST. GUTTER FLOW LINE
SURFACE FLOW-THRU
6" PVC ROOF DRAIN COLLECTOR TYP. ALONG FDN. WALL
APPROX. DOWNSPOUT LOCATIONS TO 6" PVC ROOF DRAIN PIPE
FUTURE VACATED PROPERTY LINE
PROPOSED NEW PROPERTY LINE
BUILDING #1 737.0 TOP FLR.
BUILDING #2
BUILDING #3 733.0 TOP FLR.
FLR. 37.0
FLR. 36.0
FLR. 35.0
132.34
84.94
13.01
50.19
25.0
19.96
34.99
76.08
46.66
80.86
10.89
137.62
31.54
45.87
60.38
210.42
24" RCP
12" RCP
15" RCP
STMH RIM=728.6 INV=723.6(W) INV=723.6(S) INV=721.4(E)
STMH RIM=728.8 INV=724.1(N) INV=721.8(E)
CB RIM=728.8 INV=724.8
STMH RIM=728.7 INV=724.5(N-W) INV=721.6(S)
CB RIM=728.7 INV=724.8
CB RIM=729.3 INV=725.4(E) INV=723.6(W)
CB RIM=729.7 INV=725.7
CB RIM=730.2 INV=725.9
CB RIM=730.3 INV=726.0
CB RIM=731.52 INV=724.12(NW) INV=724.09(SE)
CB RIM=738.63 INV=733.63(W) INV=733.53(E)
CB TRAP RIM=732.65 INV=729.15(W)
STMH RIM=731.9 INV=726.6(E) INV=727.8(W) INV=727.6(N) INV=726.6(E)

BEFORE DIGGING, CONTACT GOPHER STATE ONE CALL AT 800-252-1166 FOR THE MARKING OF UNDERGROUND UTILITIES. CONTACT AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE BEFORE EXCAVATION OR GRADING.

FOR REVIEW
PRELIMINARY
NOT FOR CONSTRUCTION

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|
| 1 | REV. 1 | 5-29-2018 |

SHEET:

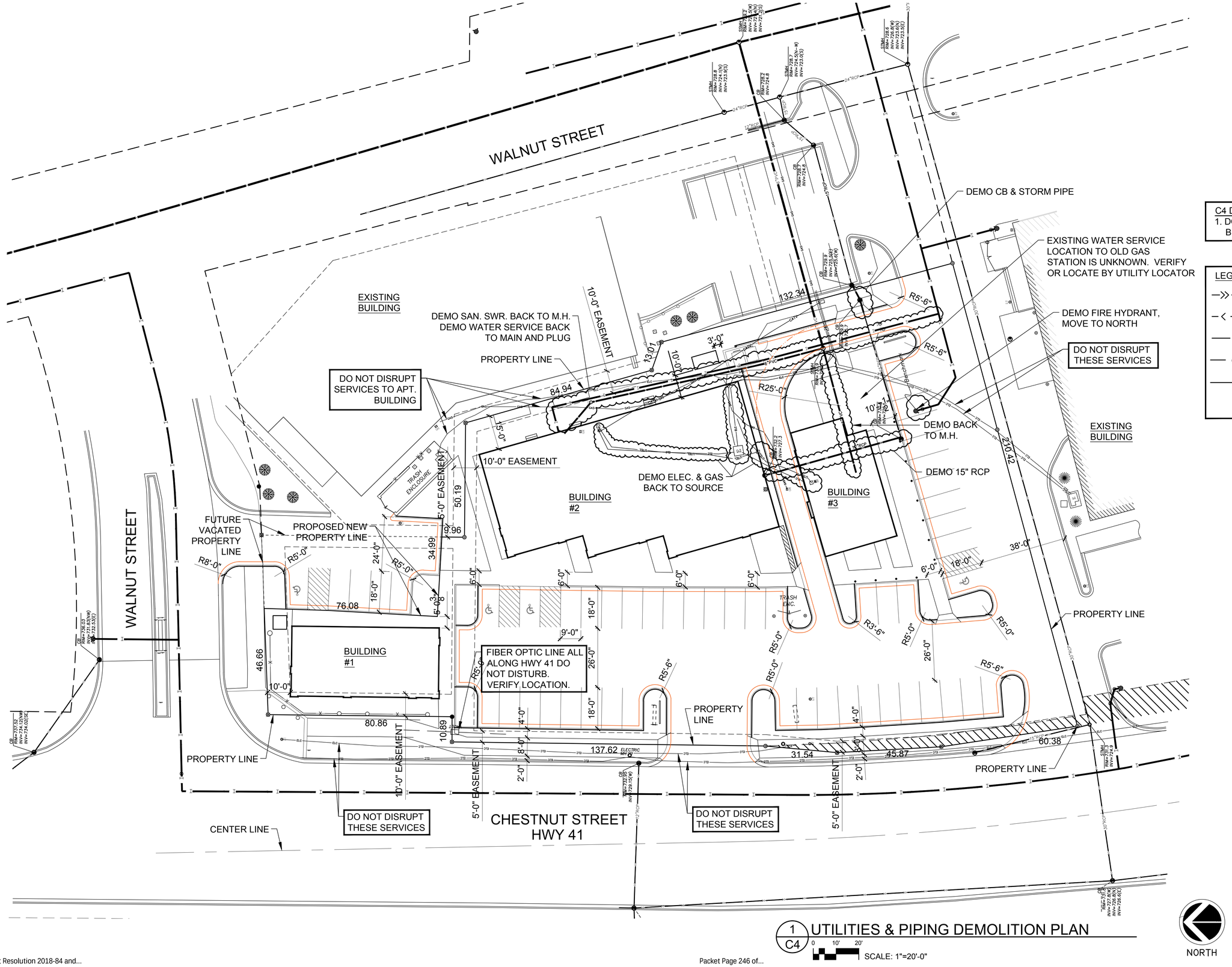
GRADING / PAVING & DRAINAGE PLAN

DATE: 4-30-2018
DRAWN BY: JLS
CHECKED BY: ML

C3

1 / C3 GRADING / PAVING & DRAINAGE PLAN
0 10' 20'
SCALE: 1"=20'-0"

NORTH




1 C4 UTILITIES & PIPING DEMOLITION PLAN

SCALE: 1"=20'-0"

**LTN ENGINEERING**
CIVIL AND STRUCTURAL MANKATO MINNESOTA
EM MARK.LTNGROUP@CHARTER.NET 507 317-8994

PROJECT TITLE:

# CHASKA RETAIL CENTER

700 CHESTNUT STREET
CHASKA, MN

C4 DWG. NOTES:
1. DO NOT DISRUPT SERVICES TO NEIGHBORING BUILDINGS OR PROPERTIES.

LEGEND:
- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- GAS LINE
- UNDERGROUND ELECTRIC
- SURFACE DRAINAGE DIRECTION

BEFORE DIGGING, CONTACT GOPHER STATE ONE CALL AT 800-252-1166 FOR THE MARKING OF UNDERGROUND UTILITIES. CONTACT AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE BEFORE EXCAVATION OR GRADING.

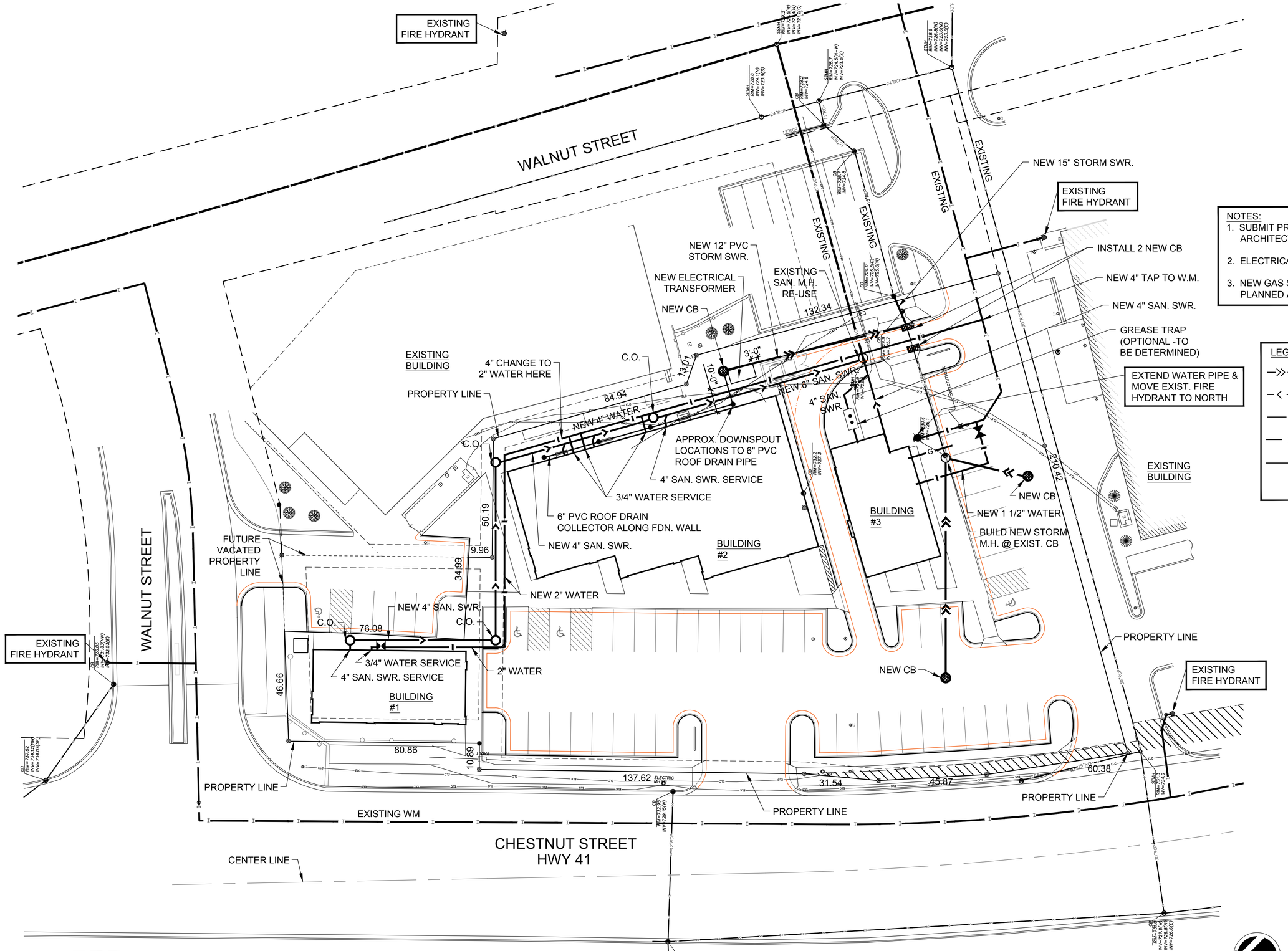
FOR REVIEW
PRELIMINARY
NOT FOR CONSTRUCTION

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|
| 1 | REV. 1 | 5-29-2018 |

SHEET:
UTILITIES & PIPING DEMOLITION PLAN

DATE: 4-30-2018
DRAWN BY: JLS
CHECKED BY: ML

C4




1 C5 UTILITIES & PIPING PLAN
EXISTING FIRE HYDRANT PLAN(S)

0 10' 20'
SCALE: 1"=20'-0"

NORTH


**LTN ENGINEERING**
CIVIL AND STRUCTURAL MANKATO MINNESOTA
EM MARK.LTNGROUP@CHARTER.NET 507 317-8994


PROJECT TITLE:

# CHASKA RETAIL CENTER

700 CHESTNUT STREET
CHASKA, MN

NOTES:
1. SUBMIT PROPOSED ELEC. TRANSFORMER LOCATIONS TO ARCHITECT FOR APPROVAL BEFORE CONSTRUCTION.
2. ELECTRICAL SERVICE ROUTING BY ELECTRICAL ENGINEER.
3. NEW GAS SERVICE ROUTE & BUILDING CONNECTION TO BE PLANNED AND INSTALLED BY CONTROLLING POWER COMPANY.

LEGEND:
- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- GAS LINE
- UNDERGROUND ELECTRIC
- SURFACE DRAINAGE DIRECTION

BEFORE DIGGING, CONTACT GOPHER STATE ONE CALL AT 800-252-1166 FOR THE MARKING OF UNDERGROUND UTILITIES. CONTACT AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE BEFORE EXCAVATION OR GRADING.

FOR REVIEW
PRELIMINARY
NOT FOR CONSTRUCTION

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|
| 1 | REV. 1 | 5-29-2018 |

SHEET:
UTILITIES & PIPING PLAN
EXIST. FIRE HYDRANT PLAN(S)

DATE: 4-30-2018
DRAWN BY: JLS
CHECKED BY: ML

C5

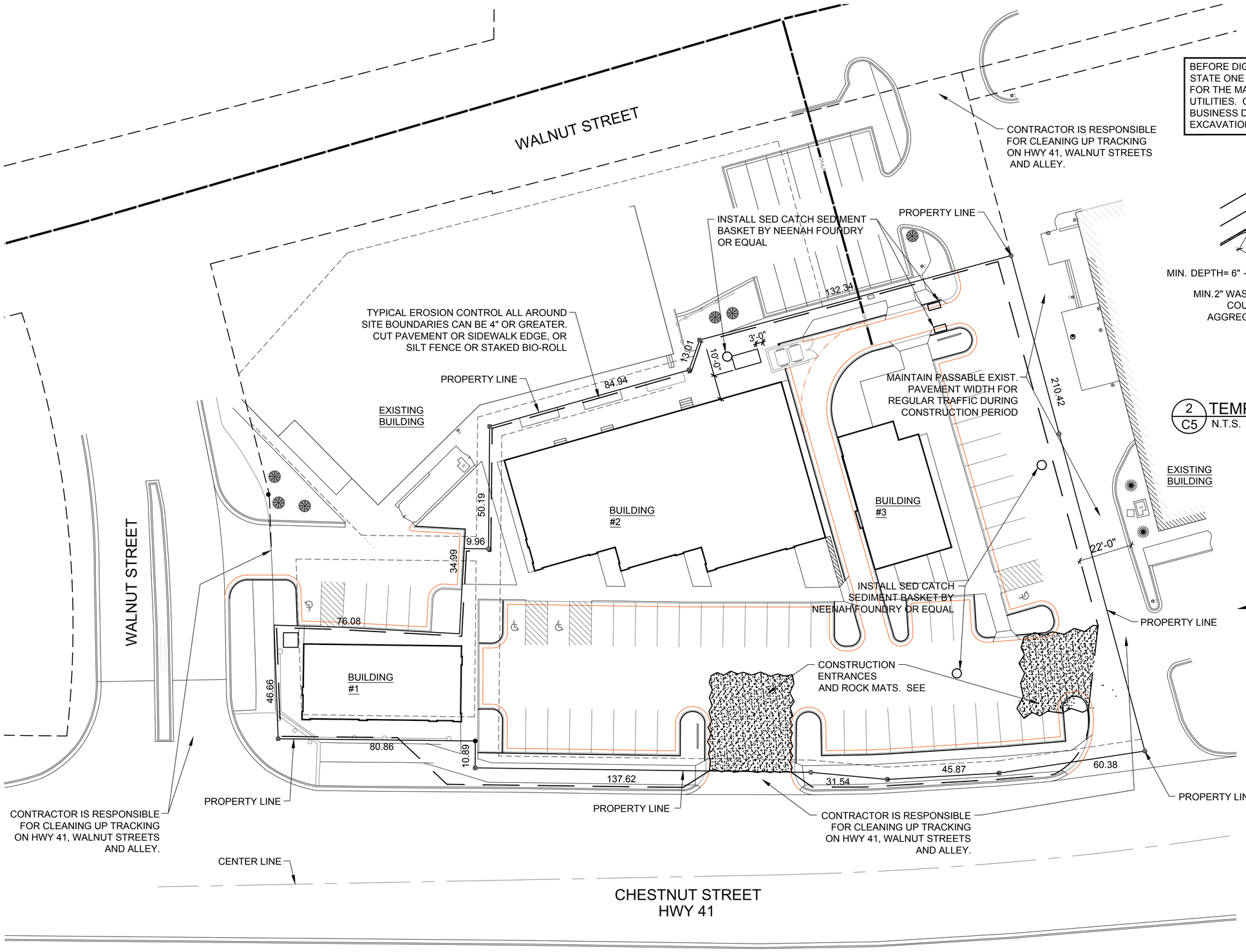
**LTN ENGINEERING**
CIVIL AND STRUCTURAL MANKATO MINNESOTA
EM MARK.LTNGROUP@CHARTER.NET 507 317-8994

BEFORE DIGGING, CONTACT GOPHER STATE ONE CALL AT 800-252-1166 FOR THE MARKING OF UNDERGROUND UTILITIES. CONTACT AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE BEFORE EXCAVATION OR GRADING.

PROJECT TITLE:

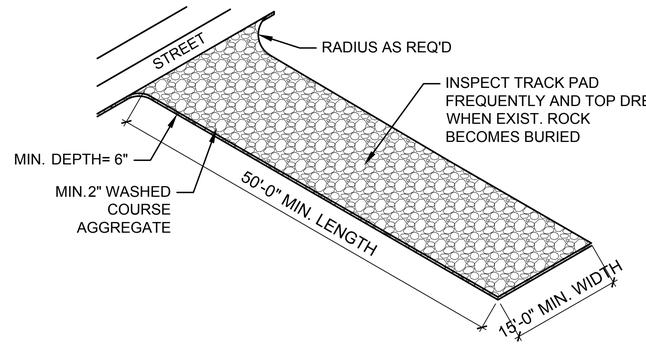
# CHASKA RETAIL CENTER

700 CHESTNUT STREET
CHASKA, MN

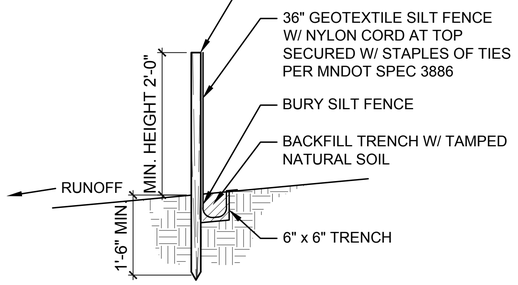



1 / C5 SWPPP PLAN
0 10' 20'
SCALE: 1"=20'-0"

NORTH




2 / C5 TEMP. ROCK CONSTRUCTION @ ENTRANCE
N.T.S.




3 / C5 SILT FENCE DETAIL
N.T.S.

FOR REVIEW
PRELIMINARY
NOT FOR CONSTRUCTION

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|
| 1 | REV. 1 | 5-29-2018 |

SHEET:

## SWPPP / EROSION CONTROL PLAN & DETAILS

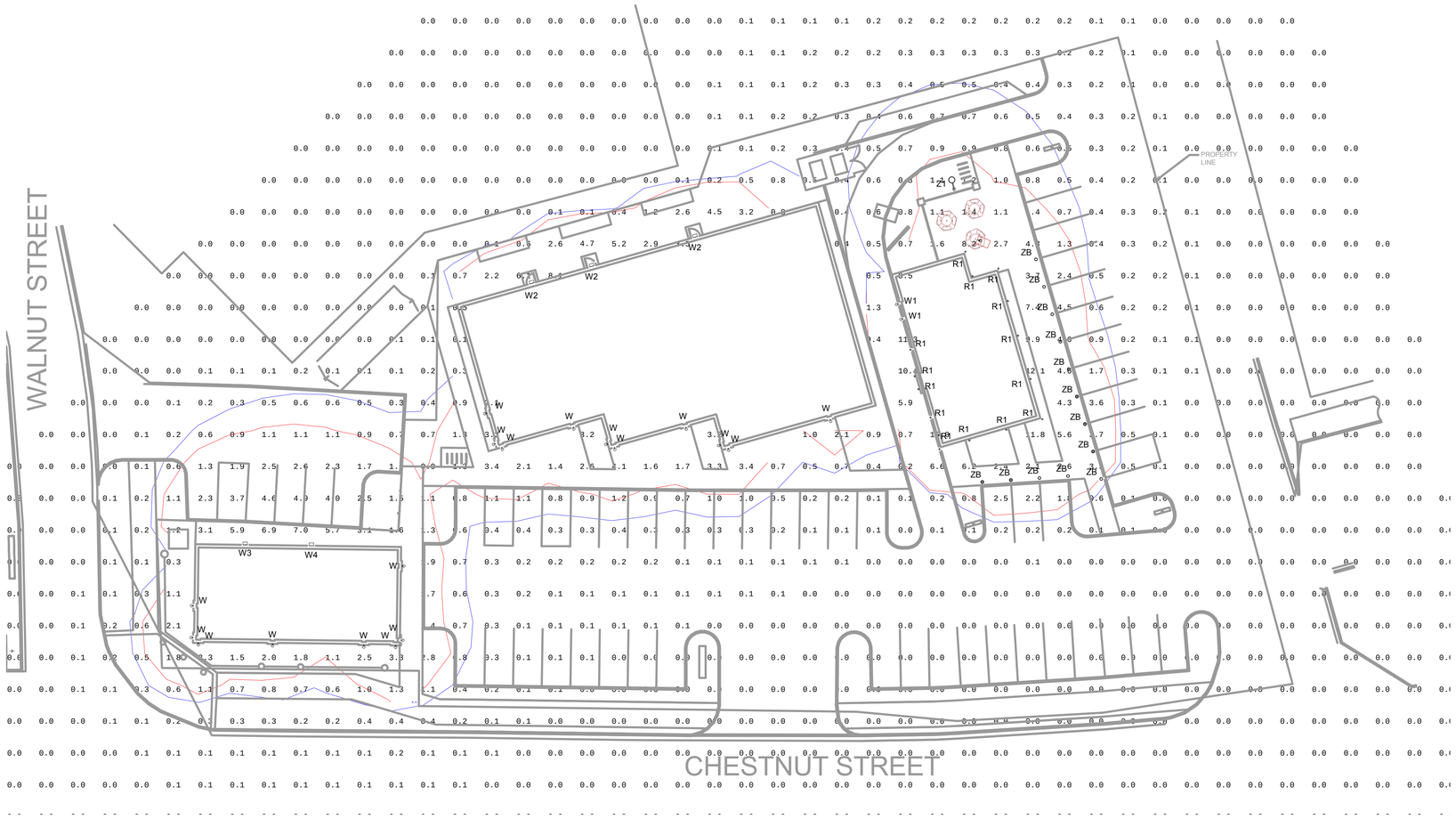
DATE: 4-30-2018
DRAWN BY: JLS
CHECKED BY: ML

# C6

Provide light fixtures as shown on Fixture Schedule. Substitutions shall have prior approval by the Project Engineer before bid date. Being listed as an acceptable Manufacturer in no way relieves the Contractors obligation to provide all equipment and features in accordance with these specifications.

## LIGHT FIXTURE SCHEDULE

| TYPE | STYLE | MANUFACTURER/MODEL NUMBER | LAMPS | REMARKS |
|---|---|---|---|---|
| R1 | 6" RECESSED CAN | HALO #PD620D010B-PDM6B840-61V | 27W LED | RECESSED INTO EXTERIOR CANOPY |
| W1 | EXTERIOR WALL MOUNT | SLV LIGHTING #751798U | 18W LED | INSTALL 12' AFG |
| W2 | WALL PACK TYPE II | GARDCO #106L-16L-530-NW-G1-2-UNV-DD-BK | 28W LED | INSTALL 12' AFG |
| W3 | WALL PACK TYPE IV | GARDCO #106L-16L-530-NW-G1-4-UNV-DD-BK | 28W LED | INSTALL 12' AFG |
| W4 | WALL PACK TYPE IV | GARDCO #106L-32L-1000-NW-G1-4-UNV-DD-BK | 107W LED | INSTALL 12' AFG |
| W | EXTERIOR WALL MOUNT GOOSENECK | LIGMAN #DU-30206-29W-2-1-W30-01-120/277-DS | 29W LED | INSTALL 12' AFG |
| ZB | BOLLARD | PERFORMANCE LIGHTING #076423 | 14W LED | |
| Z1 | SITE POLE FIXTURE-SINGLE TYPE V POLE | GARDCO #SFV-32L-500-NW-G2-AR-5-UNV-BK<br>GARDCO #RA5-STB-20-D1-BLP | 51W LED | INSTALL ON 20' POLE |




1 PHOTOMETRIC SITE PLAN
1" = 20'-0"

N

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.

DATE LIC. NO.

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE LIC. NO.

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PROJECT

**CHASKA RETAIL CENTER**

CHASKA MINNESOTA

REVISION SCHEDULE

| DATE | DESCRIPTION | BY |
|---|---|---|
| | | |

| | |
|---|---|
| PROJECT NO. | 18-21504 |
| FILE NAME | |
| DRAWN BY | Author |
| DESIGNED BY | Designer |
| REVIEWED BY | Checker |
| ORIGINAL ISSUE DATE | 05/29/18 |
| CLIENT PROJECT NO. | |

TITLE

**PHOTOMETRIC SITE PLAN**

SHEET

**E6-10**

PRELIMINARY NOT FOR CONSTRUCTION

GOOSENECK
SCONCES

ACCENT
SCONCES

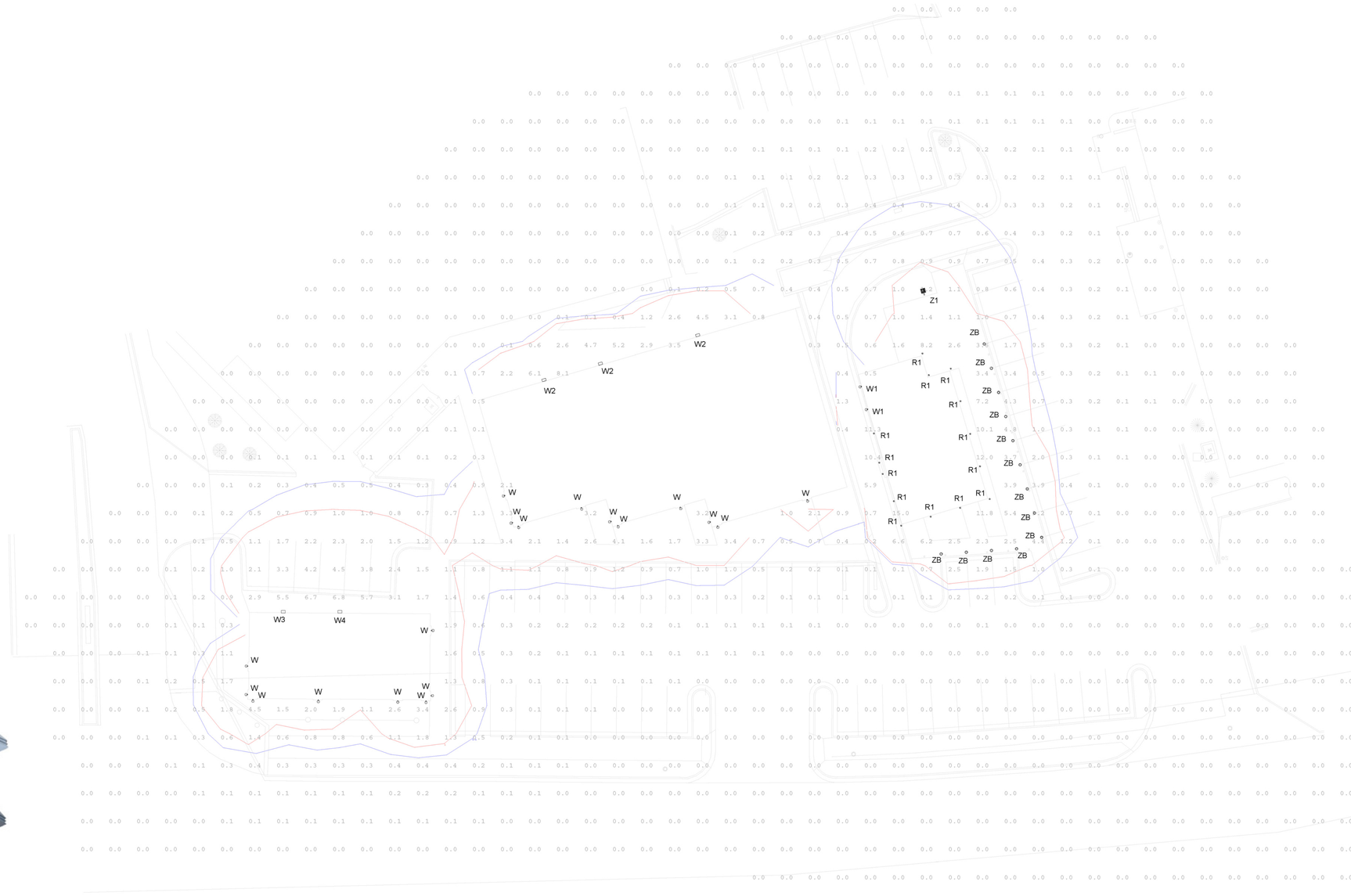
WALLPACK
SCONCES

ACCENT
SCONCES

AREA
POLE
LIGHTS

## LIGHT FIXTURE SCHEDULE

| TYPE | DESCRIPTION | MANUFACTURER | MODEL | LAMP | TYPE COMMENTS |
|---|---|---|---|---|---|
| R1 | 6" LED RECESSED CAN | HALO | PD620D010B-PDM6B835-61VCWF | 25W LED | |
| W | WALL MOUNT SHEPHERDS HOOK | LIGMAN | UDU-30206-29W-2-1-W40-01-120/277V-DS | 29W LED | |
| W1 | LED EXTERIOR WM DOWN LIGHT | SLV LIGHTING | 751794U | 18W LED | |
| W2 | QUARTER SPHERE WALL PACK | GARDCO | 106L-16L-530-NW-G1-2-UNV-PCB-BK | 28W LED | |
| W3 | QUARTER SPHERE WALL PACK | GARDCO | 106L-16L-530-NW-G1-4-UNV-PCB-BZ | 28W LED | |
| W4 | QUARTER SPHERE WALL PACK | GARDCO | 106L-32L-1000-NW-G1-4-UNV-PCB-BK | 107W LED | |
| Z1 | POLE LIGHT TYPE V | GARDCO | SFA-32L-500-NW-G2-AR-5-UNV-PCB-BK | 51W LED | ORDER POLE: RA4.5-CB-20-D1-BLP |
| ZB | KHA SLIM 36" LED BOLLARD | PERFORMANCE IN LIGHTING | 076423 | (2) 14W LED | |




1 PHOTOMETRIC SITE PLAN
1" = 20'-0"

N

ISG

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.

DATE LIC. NO.

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE LIC. NO.

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PROJECT

**CHASKA CENTER TENANT BUILDINGS**

CHASKA MINNESOTA

REVISION SCHEDULE

| DATE | DESCRIPTION | BY |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| | |
|---|---|
| PROJECT NO. | 17-21504 |
| FILE NAME | 21504 Elec R18.rvt |
| DRAWN BY | AAG |
| DESIGNED BY | AAG |
| REVIEWED BY | MDN |
| ORIGINAL ISSUE DATE | MM/DD/YYYY |
| CLIENT PROJECT NO. | |

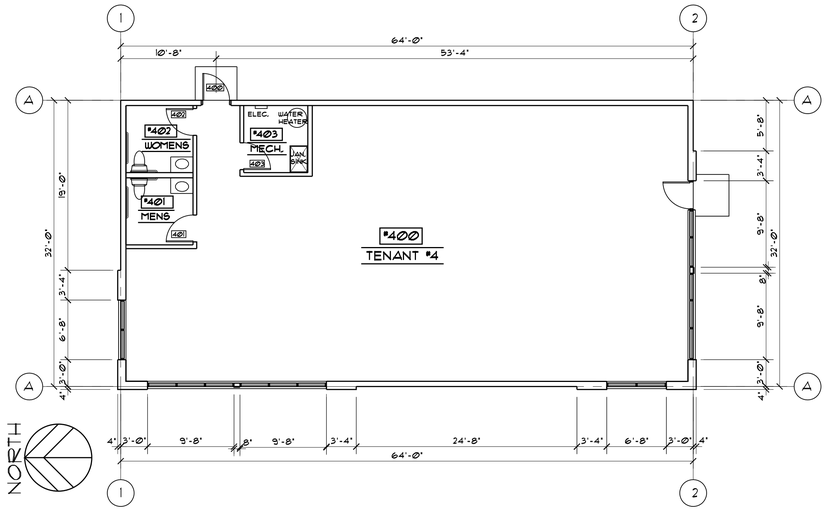
TITLE

**PHOTOMETRIC SITE PLAN**

SHEET

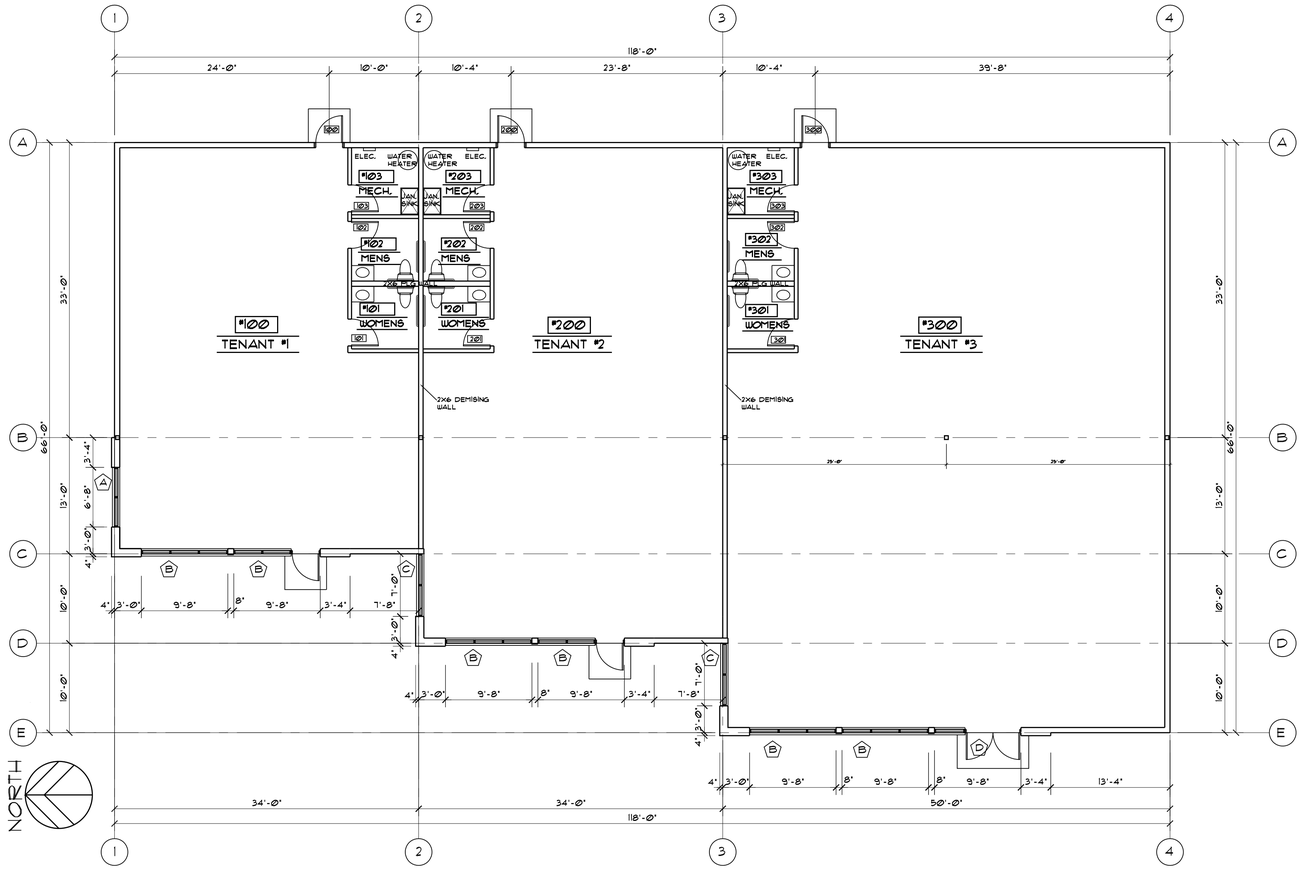
**E6-10**

PRELIMINARY NOT FOR CONSTRUCTION




1 / A1 BUILDING #1 FLOOR PLAN

1/8" = 1'-0"




2 / A1 BUILDING #2 FLOOR PLAN

1/8" = 1'-0"

RDS ARCHITECTS
4900 HWY 169 SUITE 303
NEW HOPE MN. 55428
612-810-9628

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 Architect under the laws of the State of Minnesota.

Name. Richard D. Storlien
Reg. No. 21258
Date.

IN PARTNETSHIP WITH:

Bright Pixel Design

PROJECT TITLE:

Chaska Retail Center
700 Chestnut Street
CHASKA, MN 55318

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|
| | | |
| | | |
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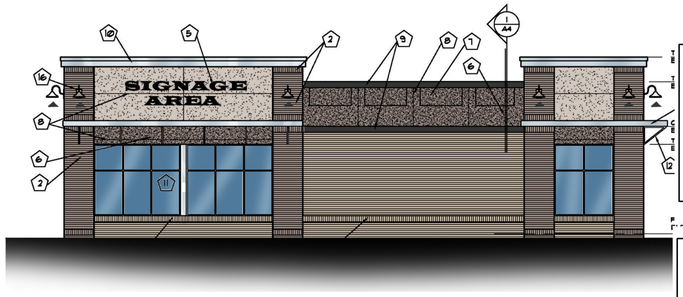
| | | |

JOB. NO.: xxxx
DATE: 4/27/18
DRAWN BY: RDS

Sheet A1

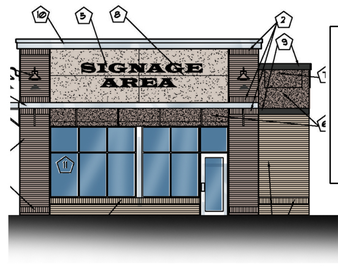



| | |
|---|---|
| WEST SF: | 1,214 SF |
| BRICK SF: | 617 SF |
| METAL SF: | 40 SF |
| GLASS SF: | 209 SF |
| STUCCO SF: | 348 SF |
| CLASS 1: | 866 SF |
| PERCENTAGE: | 73% |

| | |
|---|---|
| TOTAL SF: | 3,592 SF |
| BRICK SF: | 2001 SF |
| METAL SF: | 119 SF |
| GLASS SF: | 465 SF |
| STUCCO SF: | 1,007 SF |
| CLASS 1: | 2,585 SF |
| PERCENTAGE: | 72% |

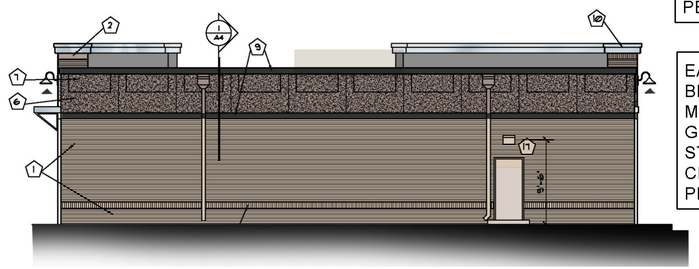
## 1 A2 BUILDING #1 EXT. ELEVATION (WEST)

1/8" = 1'-0"




| | |
|---|---|
| SOUTH SF: | 626 SF |
| BRICK SF: | 276 SF |
| METAL SF: | 27 SF |
| GLASS SF: | 148 SF |
| STUCCO SF: | 175 SF |
| CLASS 1: | 451 SF |
| PERCENTAGE: | 72% |

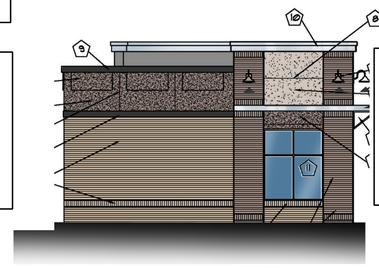
## DING #1 EXT. ELEVATION (SOUTH)



| | |
|---|---|
| EAST SF: | 1,166 SF |
| BRICK SF: | 803 SF |
| METAL SF: | 25 SF |
| GLASS SF: | 0 SF |
| STUCCO SF: | 338 SF |
| CLASS 1: | 828 SF |
| PERCENTAGE: | 71% |

## 3 A2 BUILDING #1 EXT. ELEVATION (EAST)

1/8" = 1'-0"



| | |
|---|---|
| NORTH SF: | 586 SF |
| BRICK SF: | 305 SF |
| METAL SF: | 27 SF |
| GLASS SF: | 108 SF |
| STUCCO SF: | 146 SF |
| CLASS 1: | 440 SF |
| PERCENTAGE: | 75% |

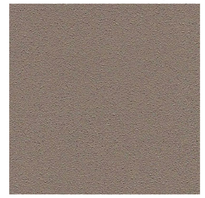
## 4 A2 BUILDING #1 EXT ELEVATION (NORTH)

1/8" = 1'-0"

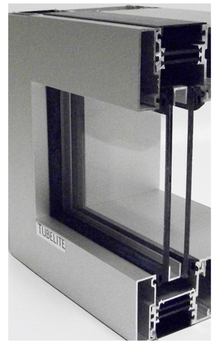
General Shale Brick - City Hall

General Shale Brick - Iron Works

EIFS - Prairie Clay

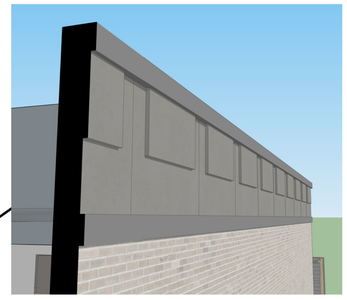


EIFS - Kings Grey

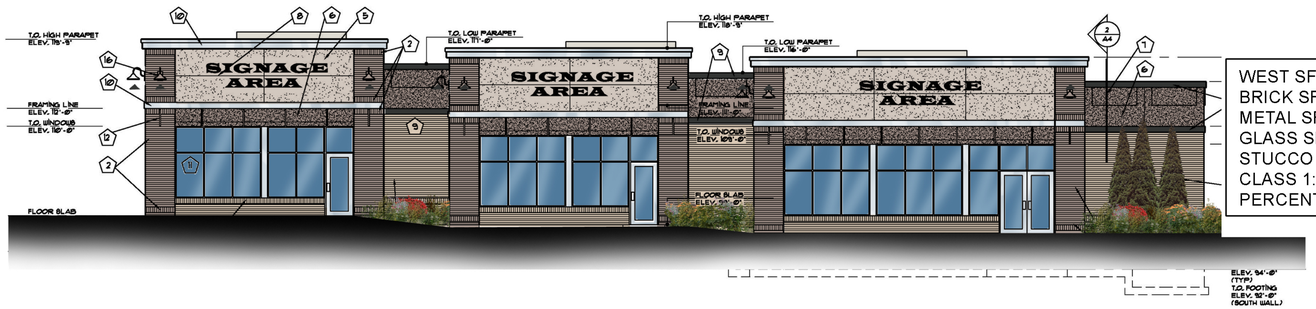



Tubelite T14000
Clear Aluminum

Prefinished Metal
Charcoal Grey



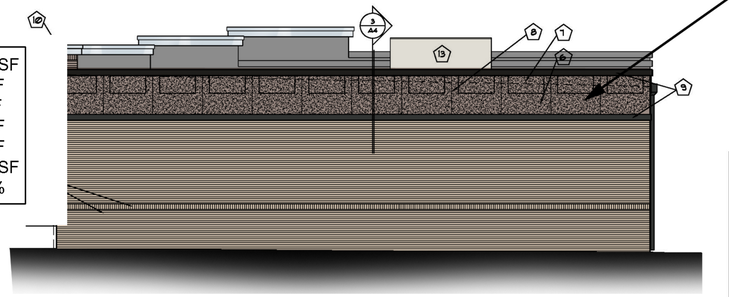
Dentil trim inspiried detail




| | |
|---|---|
| WEST SF: | 2,268 SF |
| BRICK SF: | 967 SF |
| METAL SF: | 111 SF |
| GLASS SF: | 578 SF |
| STUCCO SF: | 612SF |
| CLASS 1: | 1,656 SF |
| PERCENTAGE: | 73% |

## 5 A2 BUILDING #2 EXT. ELEVATION (WEST)

1/8" = 1'-0"

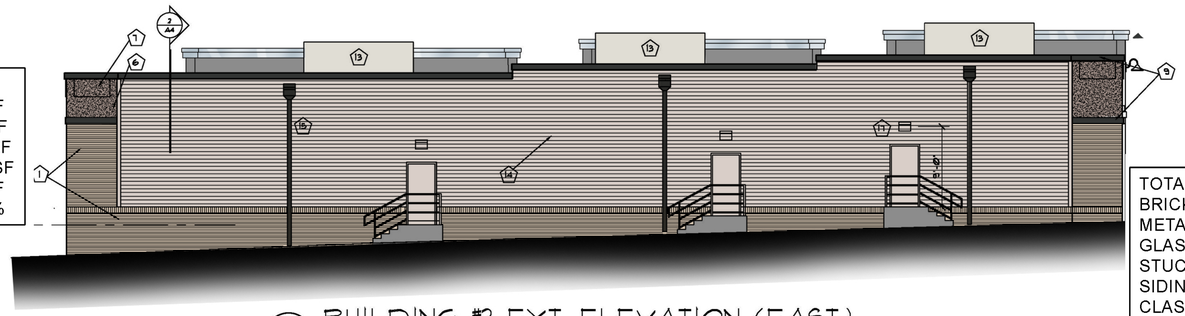


| | |
|---|---|
| SOUTH SF: | 1,132 SF |
| BRICK SF: | 722 SF |
| METAL SF: | 82 SF |
| GLASS SF: | 0 SF |
| STUCCO SF: | 328SF |
| CLASS 1: | 804 SF |
| PERCENTAGE: | 71% |

## 6 A2 BUILDING #2 EXT. ELEVATION (SOUTH)

1/8" = 1'-0"

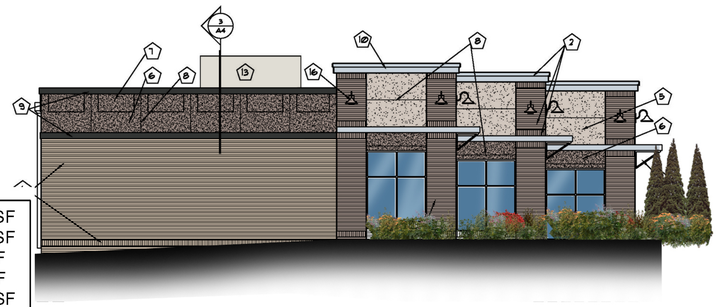
| | |
|---|---|
| EAST SF: | 1,925 SF |
| BRICK SF: | 496 SF |
| METAL SF: | 62 SF |
| GLASS SF: | 0 SF |
| SIDING SF: | 1,627SF |
| CLASS 1: | 558 SF |
| PERCENTAGE: | 29% |



| | |
|---|---|
| TOTAL SF: | 5457 SF |
| BRICK SF: | 2778 SF |
| METAL SF: | 342 SF |
| GLASS SF: | 738 SF |
| STUCCO SF: | 1234SF |
| SIDING SF: | 1,627 |
| CLASS 1: | 3,858 SF |
| PERCENTAGE: | 70.5% |

## 7 A2 BUILDING #2 EXT. ELEVATION (EAST)

1/8" = 1'-0"



| | |
|---|---|
| NORTH SF: | 1,132 SF |
| BRICK SF: | 591 SF |
| METAL SF: | 87 SF |
| GLASS SF: | 160 SF |
| STUCCO SF: | 294SF |
| CLASS 1: | 838 SF |
| PERCENTAGE: | 74% |

## 8 A2 BUILDING #2 EXT. ELEVATION (NORTH)

1/8" = 1'-0"

RDS ARCHITECTS

IN PARTNETSHIP WITH:

Bright Pixel Design

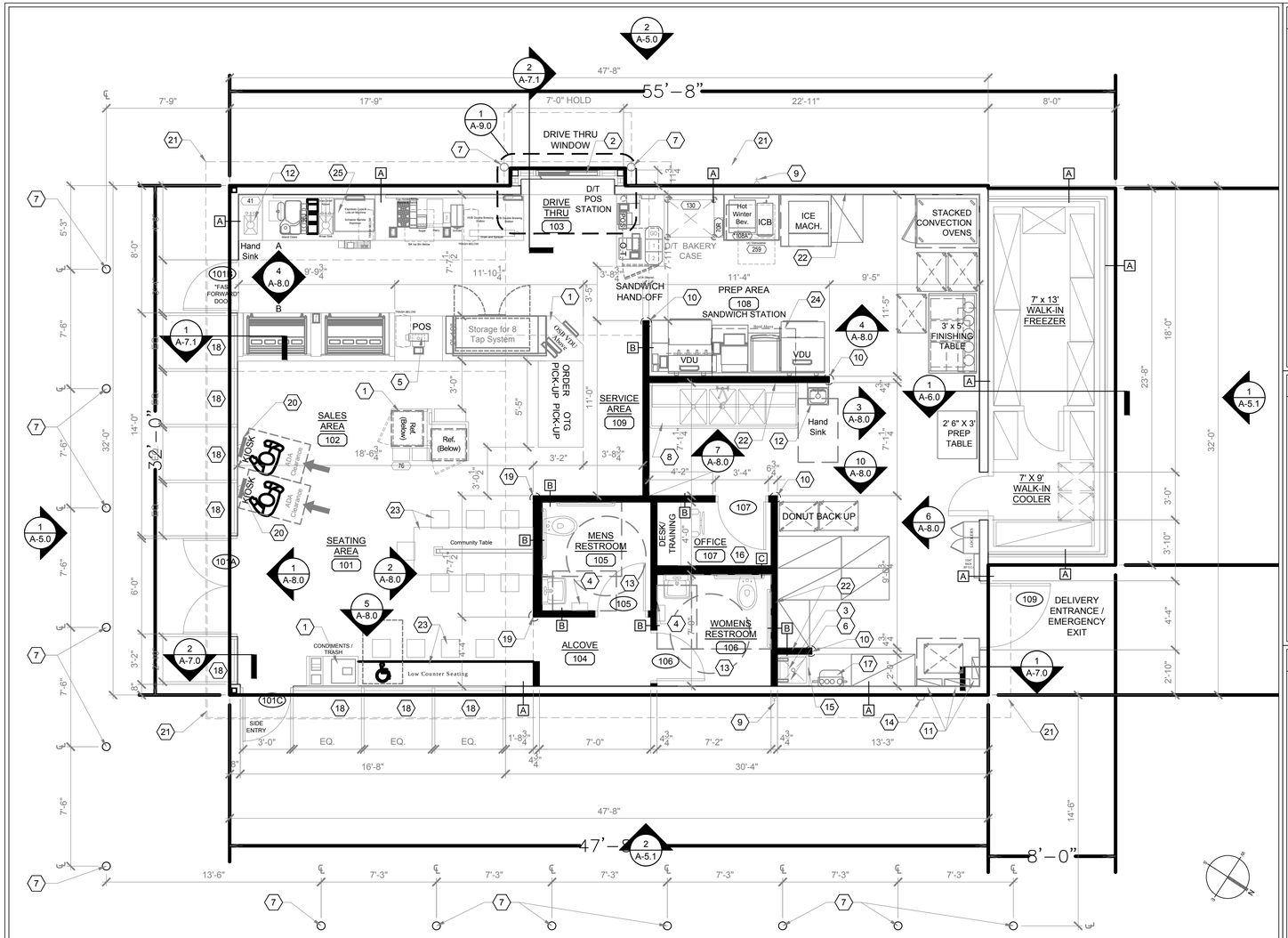
PROJECT TITLE:

**Chaska Retail Center**
**700 Chestnut Street**
**CHASKA, MN 55318**

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|
| | | |

JOB. NO.: xxxx
DATE: 5/16/18
DRAWN BY: RDS

**Sheet A2**




1 FLOOR PLAN

1/4" = 1'-0" NOTE:

## LEGEND:

2X6 EXTERIOR STUD WALL; REFER TO STRUCTURAL DRAWINGS

2X4 INTERIOR STUD WALL

## GENERAL NOTES:

1. TYPICAL SUBSTRATES FOR INTERIOR WALLS SHALL BE AS FOLLOWS:
   KITCHEN AND STORAGE AREAS: 0'-0" TO 3'-0" - ⅝" DUROCK CEMENT BOARD,
   3'-0" AND ABOVE - ⅝" PLYWOOD.
   SERVICE AREA: ⅝" MIN. PLYWOOD
   SALES AND SEATING AREAS: ½" GYPSUM BOARD
   GENERAL CONTRACTOR SHALL PROVIDE ADEQUATE BLOCKING IN BATHROOMS FOR GRAB BARS, LAVATORIES, HAND DRYERS, MIRRORS, PAPER TOWEL DISPENSERS, SOAP DISPENSERS, AND OTHER ACCESSORIES AS REQUIRED UNLESS OTHERWISE NOTED.
2. DIMENSIONS SHOWN ARE TO THE FACE OF FINISH.
3. SEE SHEET A-9.0 FOR DOOR SCHEDULE AND DOOR & FRAME TYPES.
4. PROVIDE FIRE EXTINGUISHERS, TYPE ABC, WALL HUNG, TOP @ 5'-0" A.F.F. (BY G.C.). - NUMBER AND LOCATION AS DETERMINED BY LOCAL FIRE MARSHAL.
5. **INDOOR AIR QUALITY MANAGEMENT REQUIREMENTS**:
   A. DURING CONSTRUCTION THE USE OF SMOKING/TOBACCO PRODUCTS INSIDE THE BUILDING IS PROHIBITED.
   B. CONTRACTOR AND SUBCONTRACTORS SHOULD MAKE EVERY EFFORT TO MAINTAIN CLEAN WORK AREAS.
   C. CONSTRUCTION ACTIVITIES THAT PRODUCE DUST SHOULD TAKE PLACE PRIOR TO HVAC STARTUP/USE, AND EVERY EFFORT SHOULD BE MADE TO DIRECT THESE POLLUTANTS TO THE OUTDOORS WITH FANS.
   D. MATERIALS THAT ARE ABSORPTIVE SHOULD NOT BE BROUGHT ON-SITE UNTIL THE BUILDING IS SUFFICIENTLY DRIED IN, AND SHOULD BE ELEVATION FROM THE GROUND AND COVERED WITH VISQUEEN WHILE STORED ON SITE.
   E. IF THE HVAC SYSTEMS WILL BE USED DURING CONSTRUCTION ACTIVITIES, TEMPORARY FILTRATION (MERV 8) SHOULD BE USED ON ALL RETURN AIR INTAKES, AND THE FILTERS INSIDE THE UNIT SHOULD BE REPLACED PRIOR TO BUILDING TURN OVER.
   F. ALL INDOOR AIR QUALITY MANAGEMENT POLICIES OUTLINED ABOVE ARE PHOTOGRAPHED AT 25%, 50%, AND 75% PROJECT COMPLETION TO CONFIRM MEASURES WERE FOLLOWED.
6. **CONSTRUCTION WASTE RECYCLING REQUIREMENTS:**
   A. ALL CONSTRUCTION-RELATED RECYCLABLE WASTE SHOULD BE RECYCLED/REUSED OR OTHERWISE DIVERTED FROM LANDFILL WHENEVER POSSIBLE.
   B. AT MINIMUM ALL CONCRETE, METAL, AND PLASTIC THAT MEETS LOCAL RECYCLING STANDARDS SHOULD BE RECYCLED.
   C. WHERE LOCAL MUNICIPALITIES OR VENDORS OFFER COMMINGLED RECYCLING OPPORTUNITIES TO HELP ACHIEVE OVER 50% CONSTRUCTION WASTE DIVERSION RATE FROM LANDFILL, FRANCHISEE SHOULD PURSUE.

## SCOPE OF WORK NOTES:

1. **GENERAL**:
   A. THE GC IS RESPONSIBLE FOR PURCHASING AND INSTALLING AT GC'S EXPENSE, EVERYTHING SHOWN OR REFERENCED IN THE CONTRACT DOCUMENTS , EXCEPT FOR THE ITEMS SPECIFICALLY SET FORTH BELOW AS EXCEPTIONS TO THE GC'S OVERALL RESPONSIBILITY.
   B. THE CONTRACT DOCUMENTS, SHALL INCLUDE THE FOLLOWING: THE PLANS, SPECIFICATIONS, CHANGE ORDERS, MODIFICATIONS TO THE CONTRACT, REQUESTS FOR INFORMATION, FIELD INSTRUCTIONS, AND ANY OTHER ITEM AS SET FORTH IN THE AGREEMENT BETWEEN THE CONTRACTOR AND OWNER.
   C. THE GC IS RESPONSIBLE FOR ALL PERMITS AND LICENSES OF ANY NATURE REQUIRED TO CONSTRUCT THE PROJECT OR TO SECURE A CERTIFICATE OF OCCUPANCY, EXCEPT FOR IMPACT FEES AND/ OR THE GENERAL BUSINESS LICENSE.
2. SIGNAGE:
   A. ALL SIGNAGE AND GRAPHICS (INTERIOR AND EXTERIOR) INCLUDING DRIVE-THRU AREAS AND BUILDING SIGNAGE SHALL BE FURNISHED AND INSTALLED BY THE OWNER'S VENDOR. GC IS RESPONSIBLE FOR COORDINATING ALL BLOCKING AND ELECTRICAL REQUIREMETNS WITH THE OWNER'S SIGN VENDOR AS REQUIRED.
   B. OWNER'S SIGN VENDOR SHALL BE RESPONSIBLE FOR PULLING ALL REQUIRED SIGN PERMITS AS DICTATED BY THE LOCAL AUTHORITY HAVING JURISDICTION.
3. SPEAKERS/ AUDIO:
   A. ALL SPEAKERS, SPEAKER WIRING AND SPEAKER EQUIPMENT TO BE FURNISHED BY THE OWNER. GC'S ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ROUGH-IN, INSTALLATION AND FINAL CONNECTIONS.

## PLAN NOTES:

1. FIXTURES BY OTHERS, REFER TO FIXTURE DCDs FOR INFORMATION & DETAILS.
2. SLIDING DRIVE-THRU WINDOW BY READY ACCESS OR QUIKSERV CORP. - SEE DUNKIN' BRANDS NATIONAL ACCOUNT SPECIFICATIONS
3. JANITOR'S SINK - PROVIDE DEDICATED WATER SUPPLY FOR P&G DISPENSER (SEE NATIONAL ACCOUNTS). P&G EQUIPMENT INSTALLED BY VENDOR- SEE DETAIL 10/P-3.0
4. DYSON AIRBLADE, SURFACE MOUNTED.
5. RUN CONDUIT FROM POS STATION UNDER SLAB TO WALL; COORDINATE EXACT LOCATION WITH OWNER'S REPRESENTATIVE.
6. PROVIDE SHELF AND STRAPPING FOR TANK WATER HEATER (WHEN USED) MOUNTED OVER MOP SINK.
7. BOLLARD - SEE DETAIL "V" ON SHEET CP.6.1.
8. 3 COMPARTMENT SINK W/ 2 INTEGRATED DRAIN BOARDS- PROVIDE DEDICATED WATER SUPPLY FOR P&G DISPENSER (SEE NATIONAL ACCOUNTS). P&G EQUIPMENT INSTALLED BY VENDOR- SEE DETAIL 9/P-3.0
9. FROST PROOF HOSE BIB
10. 2" X 2" BRUSHED ALUMINUM CORNER GUARDS, 6'-2" LONG (TYPICAL THROUGHOUT KITCHEN)
11. ELECTRICAL PANELS; SEE ELECTRICAL SHEETS
12. HAND SINK; REFER TO PLUMBING DRAWINGS.
13. SEE DETAIL #6 ON SHEET A-8.1 FOR ENLARGED BATHROOM AREA PLAN
14. ELECTRICAL METER - PROVIDE APPROPRIATE CONNECTION TO ELECTRICAL PANELS AS PER FEDERAL, STATE, AND LOCAL CODES
15. PROVIDE DIRECT LINE W/ TEMPERATURE REGULATOR VALVE FROM HWH TO ALL HAND WASHING SINKS
16. G.C. TO PROVIDE ANCHOR BOLTS FOR SLAB MOUNTED SAFE IN OFFICE- REFER TO SPECIFICATIONS TO BE PROVIDED BY FRANCHISEE.
17. WATER FILTRATION SYSTEM (BRANCH OFF MAIN LINE) FOR COFFEE BREWING EQUIPMENT, ICE MACHINES; LOCATE ABOVE WATER METER
18. SOLAR SHADES AT GLAZING. SEE CONSTRUCTION SPECIFICATIONS AND NATIONAL ACCOUNTS VENDOR INFORMATION
19. ½" BRUSHED ALUMINUM CORNER GUARD
20. CORE DRILL; REFER TO ELECTRICAL DRAWINGS. COORDINATE EXACT LOCATION OF KIOSK WITH OWNER'S REPRESENTATIVE.
21. CANOPY OVERHEAD
22. OPTION TO UTILIZE BLOCKING AT WALL SHELVING LOCATIONS OR CONTINUOUS PLYWOOD SUBSTRATE- CLARIFY WITH OWNER'S REPRESENTATIVE
23. FURNITURE PROVIDED BY OWNER & INSTALLED BY GENERAL CONTRACTOR.
24. DASHED LINE INDICATES EXTENTS OF HOOD ABOVE. REFER TO MECHANICAL FOR MORE INFORMATION
25. ESPRESSO MACHINE; REFER TO PLUMBING AND ELECTRICAL DRAWINGS.

## ADA NOTES:

THE GENERAL CONTRACTOR SHALL ACQUAINT HIMSELF WITH THE BARRIER FREE REQUIREMENTS FOR THE APPLICABLE STATES AND THE AMERICAN DISABILITIES ACT (ADA) AND SHALL ENSURE THAT THIS FACILITY WILL BE ACCESSIBLE ACCORDING TO THE STRICTER REQUIREMENTS OF THE APPLICABLE STANDARDS. THE FOLLOWING IS A PARTIAL LIST OF REQUIREMENTS.

1. DOOR HARDWARE SHALL BE MOUNTED BETWEEN 36" AND 42" ABOVE FLOOR AND BE LEVER TYPE.
2. TOILETS:
   A. LAVATORY TO HAVE LEVER HANDLES, SELF METERING FAUCETS OR SPRING FAUCET. FAUCETS SHALL BE SET TO REMAIN OPEN FOR 10 SECONDS MINIMUM.
   B. A COAT HOOK 48" ABOVE THE FLOOR SHALL BE MOUNTED ADJACENT TO THE BARRIER FREE STALL DOOR.
   C. LOCATE THE WATER CLOSET 16" TO 18" FROM THE CENTER LINE OF THE FIXTURE TO THE WALL. THE SEAT WILL BE 17" TO 19" ABOVE THE FLOOR TO THE TOP OF SEAT. FLUSH HANDLE TO BE ON EXPOSED SIDE OF WATER CLOSET.
   D. PROVIDE ONE 42" AND ONE 36" LONG x 1 1/2" OUTSIDE DIAMETER PEENED GRAB BARS, 1 1/2" FROM THE WALL WITH ONE BEHIND AT 12" FROM CENTER LINE OF WATER CLOSET ON ONE SIDE. ONE ADJACENT TO AT 12" FROM THE WALL 33"-36" PARALLEL TO AND ABOVE THE FLOOR.
   E. LAVATORY TO BE MOUNTED 34" MAX. ABOVE THE FINISHED FLOOR TO RIM WITH KNEE SPACE OF 30" IN WIDTH AND 27" IN CLEAR HEIGHT. (29" CLEAR UNDER FRONT EDGE)
   F. INSTALL MIRROR 40" MAX. ABOVE THE FINISHED FLOOR TO BOTTOM EDGE OF REFLECTING SURFACE (MIRROR GLASS BOTTOM) AND 72" TO TOP.
   G. DISPENSERS TO BE MOUNTED A MAXIMUM OF 42" ABOVE THE FLOOR TO ALL OPERATING OR DISPENSING SLOTS.
   H. TOILET PAPER DISPENSERS MOUNTED 19" MIN. TO CENTER LINE ABOVE THE FLOOR AND 7" MINIMUM AND 9" MAXIMUM FROM FRONT EDGE OF WATER CLOSET MEASURED TO THE CENTERLINE OF THE DISPENSER

Bright Pixel Design

PROJECT TITLE:

# DUNKIN' DONUTS

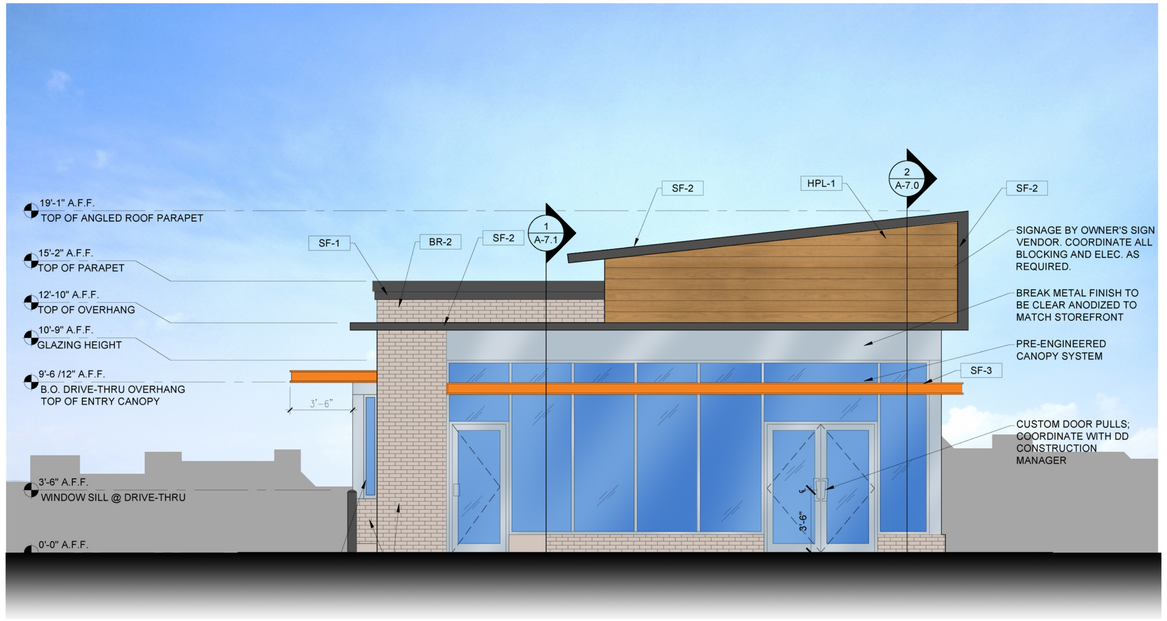
CHASKA, MN

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|

FLOOR PLAN, NOTES & PARTITION TYPE

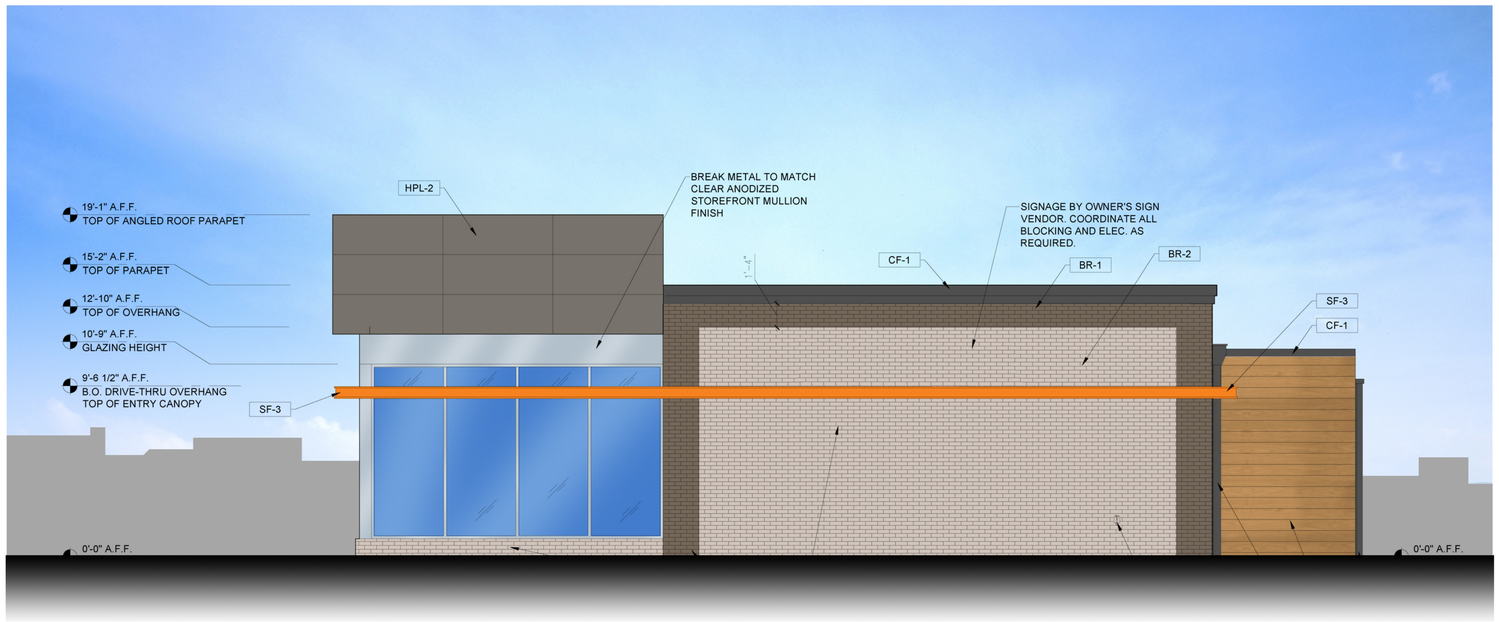
JOB. NO.: 18.37.2
DATE: X-XX-2018
DRAWN BY: MB

A1.0




1 WEST ELEVATION

1/4" = 1'-0" NOTE:

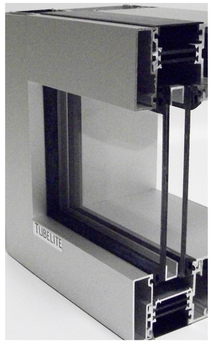



2 SOUTH ELEVATION

1/4" = 1'-0" NOTE:

| | |
|---|---|
| WEST SF: | 558 SF |
| BRICK SF: | 105 SF |
| METAL SF: | 159 SF |
| GLASS SF: | 271 SF |
| PAINT: | 23 SF |
| CLASS 1: | 535 SF |
| PERCENTAGE: | 98% |

General Shale
Addison



Tubelite T14000
Clear Aluminum

HISTORICALLY INSPIRED
'BASKETWEAVE' COURSING
PATTERN - TYPICAL

General Shale
Dover Grey

Prefinished Metal
Charcoal Grey

Tremco Metal Panels
Classic Oak

#F5821F
Paint

| | |
|---|---|
| SOUTH SF: | 894 SF |
| BRICK SF: | 430 SF |
| METAL SF: | 124 SF |
| GLASS SF: | 182 SF |
| NICHIHA: | 158 SF |
| CLASS 1: | 736 SF |
| PERCENTAGE: | 83% |

| | |
|---|---|
| TOTAL SF: | 2,800 SF |
| BRICK SF: | 1,319 SF |
| METAL SF: | 781 SF |
| GLASS SF: | 491 SF |
| OTHER: | 209 SF |
| CLASS 1: | 2,591 SF |
| PERCENTAGE: | 92% |

Bright Pixel Design

PROJECT TITLE:

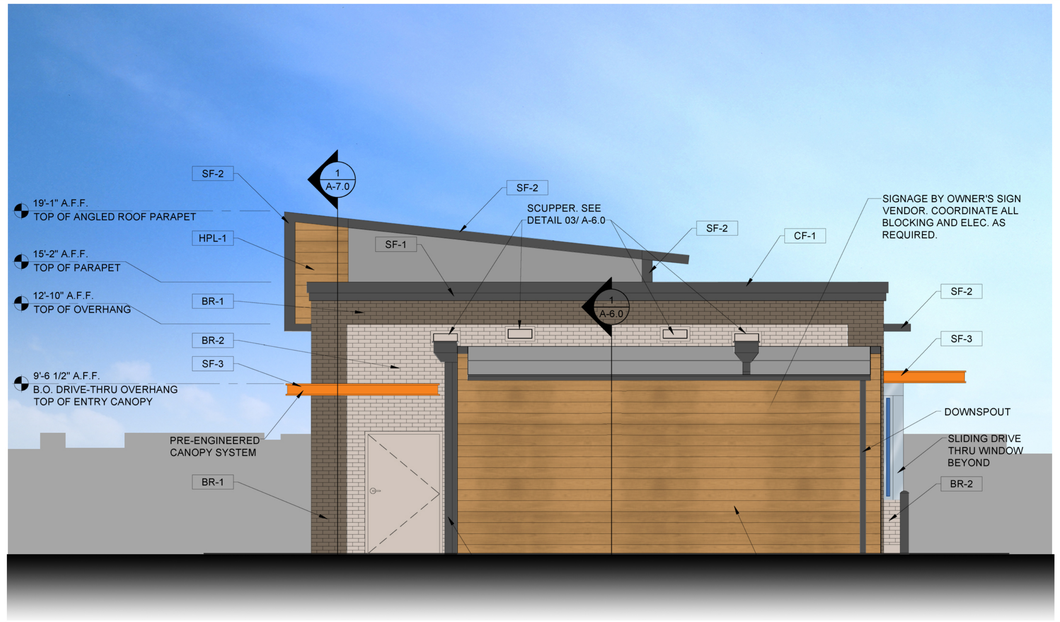
DUNKIN' DONUTS
CHASKA, MN

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|

EXTERIOR ELEVATION
& DETAILS

JOB. NO.: 18.37.2
DATE: X-XX-2018
DRAWN BY: MB

A5.0




1 REAR ELEVATION

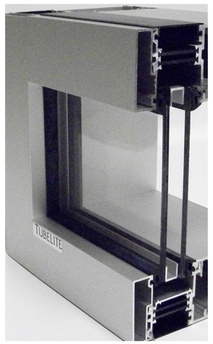
1/4" = 1'-0" NOTE:

| | |
|---|---|
| EAST SF: | 499 SF |
| BRICK SF: | 174 SF |
| METAL SF: | 297 SF |
| GLASS SF: | 0 SF |
| PAINT: | 28 SF |
| CLASS 1: | 471 SF |
| PERCENTAGE: | 95% |

General Shale
Addison

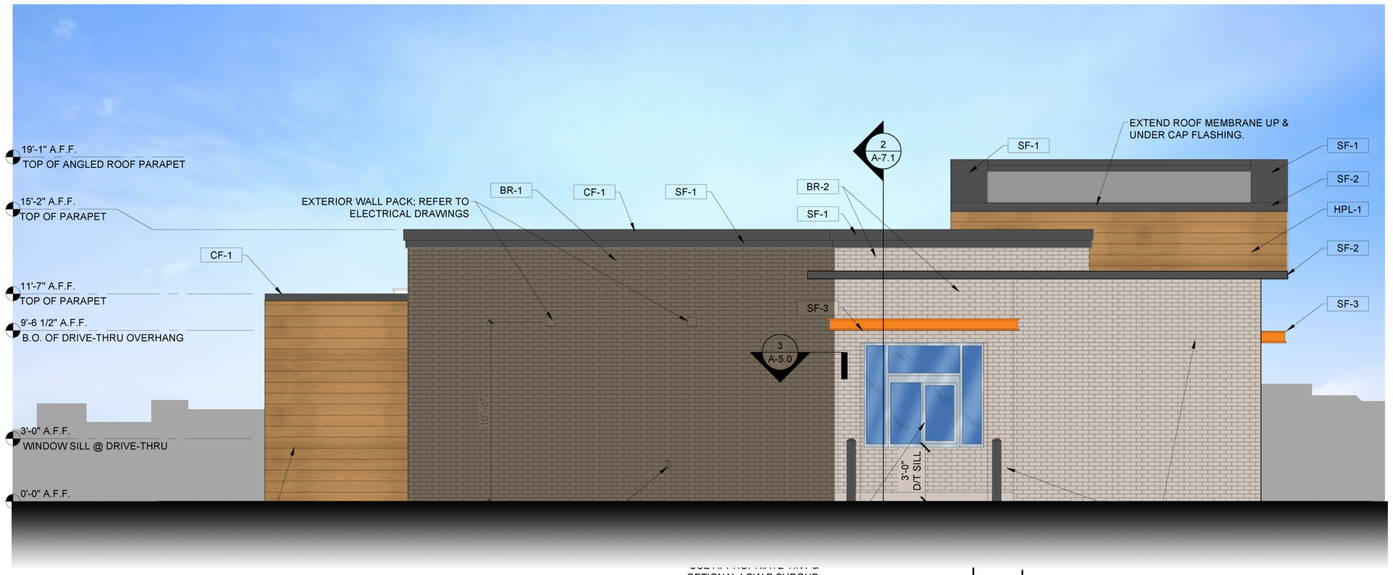
HISTORICALLY INSPIRED
'BASKETWEAVE' COURSING
PATTERN - TYPICAL

General Shale
Dover Grey




Tubelite T14000
Clear Aluminum

Prefinished Metal
Charcoal Grey




2 RIGHT ELEVATION

1/4" = 1'-0" NOTE:

| | |
|---|---|
| SOUTH SF: | 849 SF |
| BRICK SF: | 610 SF |
| METAL SF: | 201 SF |
| GLASS SF: | 38 SF |
| PAINT: | 0SF |
| CLASS 1: | 849 SF |
| PERCENTAGE: | 100% |

Tremco Metal Panels
Classic Oak

#F5821F
Paint

Bright Pixel Design

PROJECT TITLE:

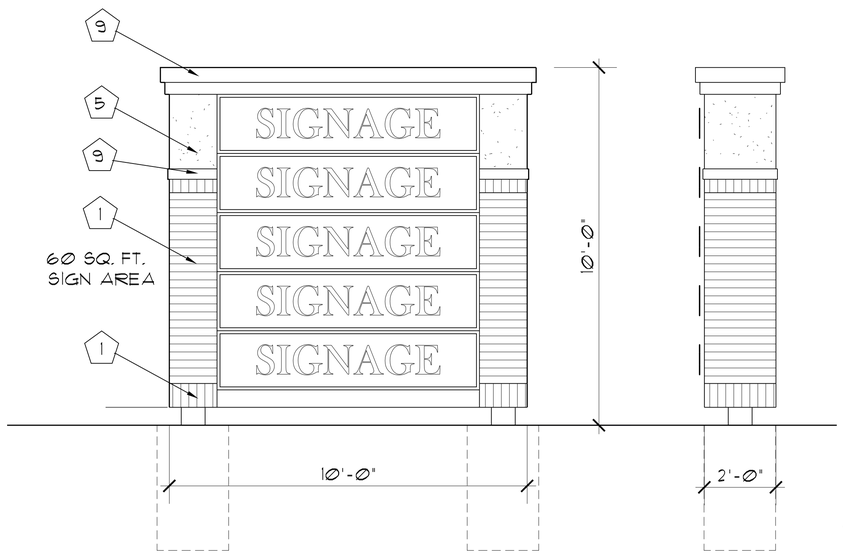
# DUNKIN' DONUTS
CHASKA, MN

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|

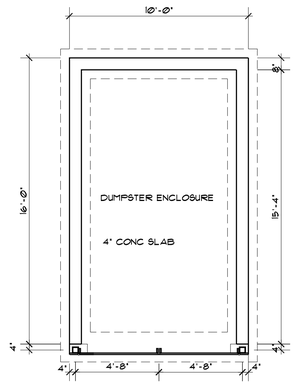
EXTERIOR ELEVATION
& DETAILS

JOB. NO.: 18.37.2
DATE: X-XX-2018
DRAWN BY: MB

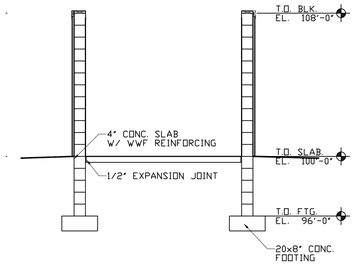
A5.1



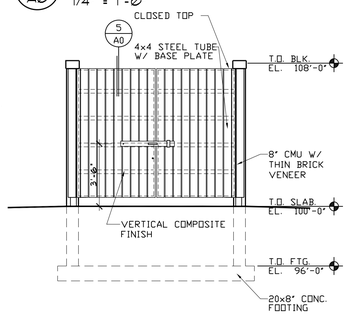

1 A0 MONUMENT SIGN
1/2" = 1'-0"

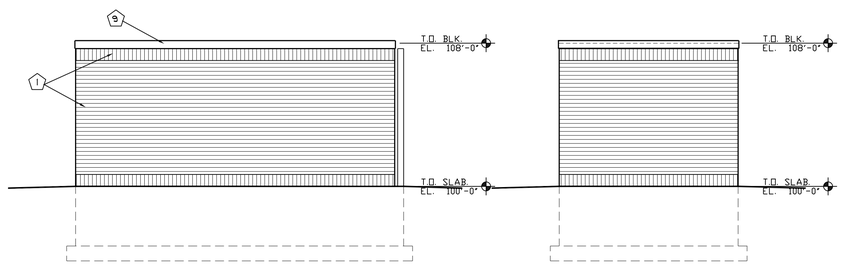



2 A0 TRASH ENCLOSURE
1/4" = 1'-0"

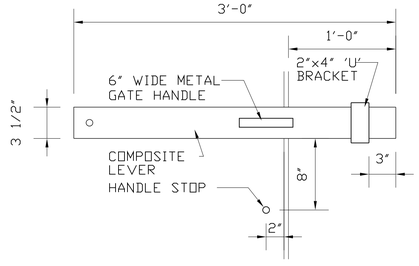


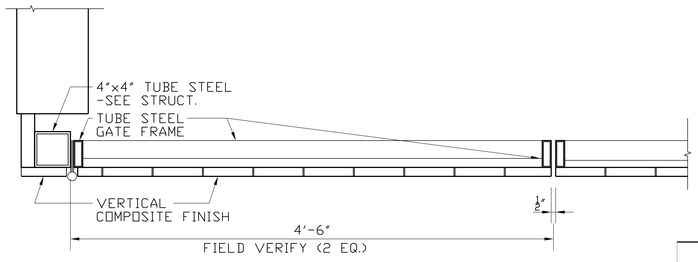

3 A0 TRASH ENCLOSURE SECTION
1/4" = 1'-0"



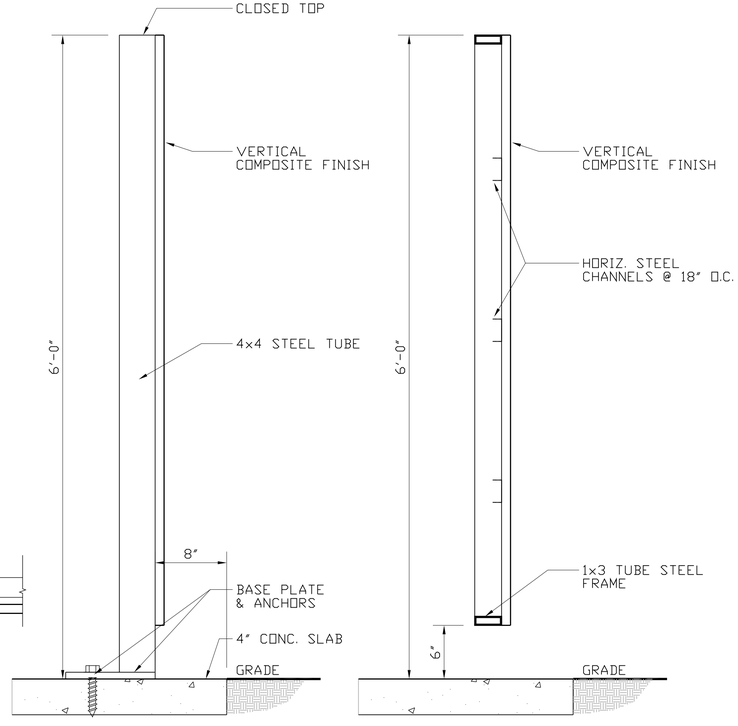




4 A0 TRASH ENCL ELEVATIONS
1/4" = 1'-0"




5 A0 GATE DETAILS
1-1/2" = 1'-0"




6 A0 GATE DETAILS
1-1/2" = 1'-0"

RDS ARCHITECTS
4900 HWY 169 SUITE 303
NEW HOPE MN. 55428
612-810-9628

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 Architect under the laws of the State of Minnesota.

Name. Richard D. Storlien
Reg. No. 21258
Date.

IN PARTNETSHIP WITH:

Bright Pixel Design

PROJECT TITLE:

Chaska Retail Center
700 Chestnut Street
CHASKA, MN 55318

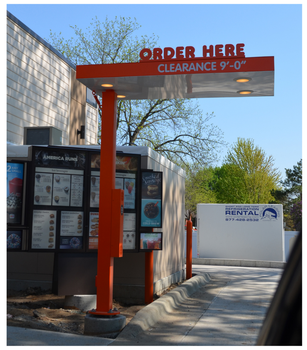
| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|

JOB. NO.: xxxx
DATE: 4/27/18
DRAWN BY: RDS

Sheet A0

# PLANT SCHEDULE

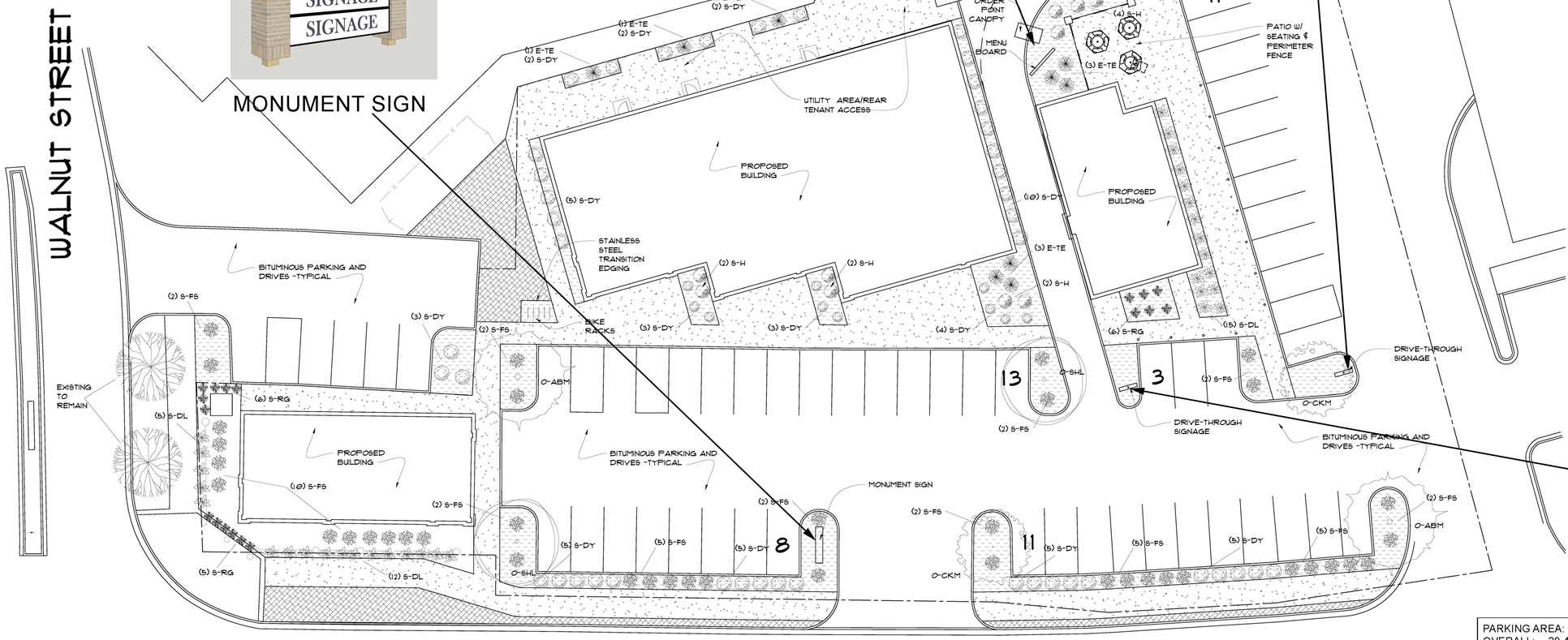
| CODE | QTY | NAME | SIZE | COND | MATURE HEIGHT | NOTE |
|---|---|---|---|---|---|---|
| **OVERSTORY TREES** | | | | | | |
| O-ABM | 2 | AUTUMN BLAZE MAPLE - ACER RUBRUM | 3" CAL | B & B | 50' | |
| O-SHL | 2 | SKYLINE HONEYLOCUST - GLEDITSIA TRIACANTHOS | 2 1/2" C | B & B | 45' | |
| O-CKM | 2 | CRIMSON KING MAPLE - ACER PLATANOIDES | 3" CAL | B & B | 40' | |
| **EVERGREEN TREES** | | | | | | |
| CODE | QTY | NAME | SIZE | COND | | NOTE |
| E-TE | 9 | THUJA EMERALD GREEN - THUJA OCCIDENTALIS | 6' HT | B & B | 13' | |
| **SHRUBS** | | | | | | |
| CODE | QTY | NAME | SIZE | COND | | NOTE |
| S-FS | 41 | GRO - LOW FRAGRANT SUMAC - RHUS AROMATICA | 12" H | #5 CONT | 2' | |
| S-RG | 17 | REED GRASS - CALAMAGROSTIS BRACHYTRICHA FALI BLOOMING | 5 CAL | #5 CONT | 2' | |
| S-DL | 32 | DAY LILY - HEMERCALLIS | 12" H | | 2' | 11" DIAMETER |
| S-DY | 43 | DARK GREEN YEW - TAXUS X MEDIA | 24" H | #4 CONT | 3' | |
| S-H | 10 | LIGHT O DAY HYDRANGEA - HYDRANGEA MACROPHYLLA | 4" | #5 CONT | 4' | |
| **HATCH** | | | | | | |
| | | 4" CONCRETE - SEE CIVIL ENGINEERING PLANS | | | | |
| | | | | | | |
| | | LANDSCAPE BED WITH: 2" RIVER ROCK TO A 3" MINIMUM DEPTH AND WOVEN WATER PERMEABLE LANDSCAPE FABRIC | | | | |
| | | | | | | |
| | | NEW SOD WITH MINIMUM 6" TOP SOIL | | | | |
| | | | | | | |




ORDERING STATION

DRIVE THROUGH SIGN 1 & 2

MONUMENT SIGN



DRIVE THROUGH SIGN 3

PARKING AREA:
OVERALL: 29,480 SF
LANDSCAPED:4,127 SF
PERCENTAGE: 14%

1 LANDSCAPE / SITE SIGNAGE PLAN

0 8' 16'

SCALE: 1/16"=1'-0"

NORTH

RDS ARCHITECTS

IN PARTNERSHIP WITH:

Bright Pixel Design

PROJECT TITLE:

Chaska Retail Center
Chaska, MN

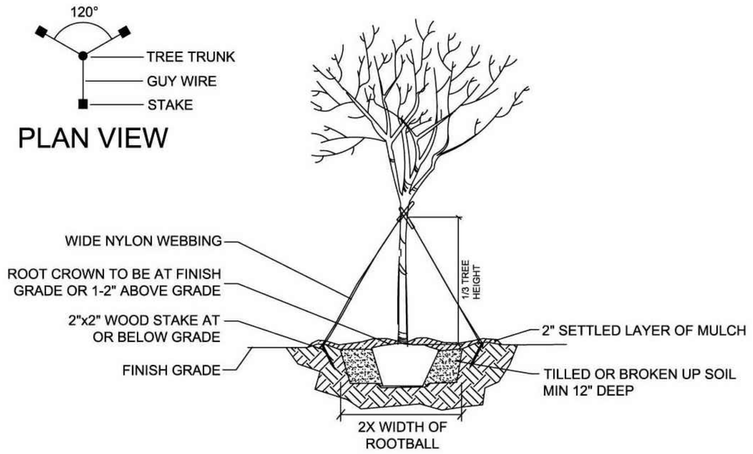
DRAWING TITLE:

LANDSCAPE & SITE SIGNAGE PLAN

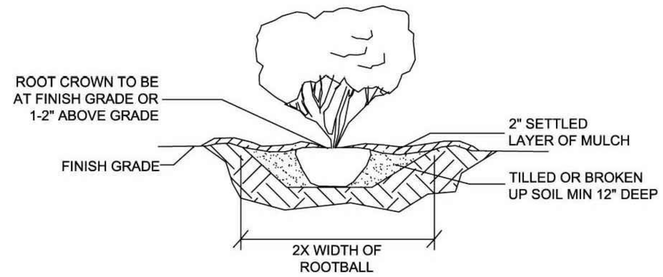
JOB. NO.: 16.32.1
DATE: 3-13-18
DRAWN BY: MJB

SHEET:

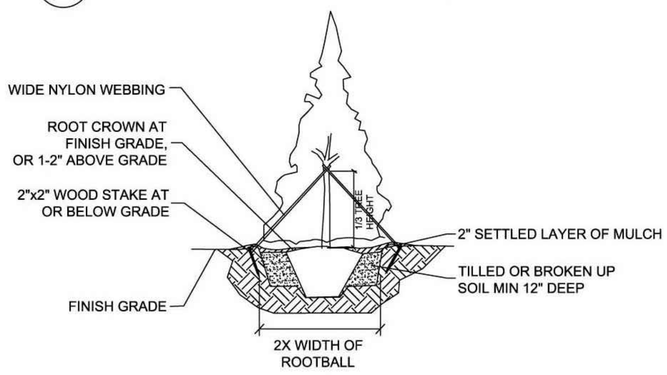
L1.1




1 TREE PLANTING (>2" CAL.)
NOT TO SCALE




2 TYP. SHRUB PLANTING: INDIVIDUAL PLANTING HOLE
NOT TO SCALE




3 EVERGREEN TREE PLANTING
NOT TO SCALE

## LANDSCAPE SPECIFICATIONS:

*1.) Areas to be sodded shall be graded to a suitable grade (+/-.1'). Areas shall be tilled to a 6" depth incorporating 4 cu.yds./1000 sf. of well decayed ground cattle manure (or approved equal) uniformly into the soil. Areas shall be settled, leveled, and raked to a finished grade. Debris, vegetation, rocks, etc. not passing through a hand rake shall be removed from the surface. Surface shall be fine graded smooth and firm (non-compacted) prior to sodding, leaving no depressions where water may collect. Areas shall be protected from compaction prior to sodding.*

*2.) Sod shall be Gateway Park sod mix 25 % SR2100 Kentucky Blue Grass, 25 % NuGlade, 25% Freedom II, 25% Award blend (Kramer's Turf, ph.303-659-1982), free from weeds and objectionable grasses. Sod shall be protected in transit and on site from drying out. Sod shall be laid over firm (non-compacted), pre-moistened, prepped surface. Sod strips shall be laid tight with staggered joints, no voids occurring between strips. Sod shall be laid no closer than 24" from the center of shrub plantings and no closer than 12" from the center of tree trunks. Sod surface shall be 1" below adjacent edging. Immediately, upon installation sod shall be tamped and watered to a 4" depth. When moisture content of the soil is proper, sod shall be rolled. Contractor shall be responsible for watering of sod until acceptance of work (including activation and scheduling of the irrigation system).*

*3.) Areas to be planted in ground covers, perennials, etc. shall be graded to a suitable grade (+/-.1'). Areas shall be tilled to a depth of 12" incorporating 1 cu.yd. of 'EKO' compost (or equal) and 2 lbs. of superphosphate per 100 sf. uniformly into the soil. Upon completion of soil preparation areas shall be fine graded to proper grade. No additional soil improvement is required within these areas.*

*4.) Plant material quality shall comply with current American Association of Nurserymen (AAN) standards for #1 grade nursery stock. Plants shall meet or exceed specified sizes. Trees shall have well branched tops with reasonably straight, well developed single leaders (unless otherwise noted).*

*5.) Planting pit diameters shall be dug twice the diameter of the root ball. Pits shall be dug 1/4 deeper than the root ball of the plant. Planting pits shall be backfilled with uniform mixture of 75 % excavated soil and 25 % 'EKO' compost (or an approved equal). Prior to backfilling planting pits, contractor shall remove protective material (e.g. burlap) from tops of root balls, flags, tags, etc. from plants.*

*6.) Plants shall be fertilized at the time of planting with 21 gram 'AGRIFORM' 20-10-5 slow release fertilizer tablets (or approved equal) according to the following quantities; 1 tablet per ft. of tree ht. (or 1/2" caliper); 3 tablets per #5 container shrub. Tablets shall be placed in the plant pit during backfilling according to mfr. specs.*

*7.) Trees shall be guyed and staked to the extent necessary to keep them in a plumb position until the tree is established per the planting details (See Plant Details). The Contractor shall be responsible for guy wire adjustments during the guarantee period, and removal of stakes and wires upon completion of the guarantee period.*

*8.) Trunks of fall planted deciduous over 2" cal. shall be wrapped with an approved tree wrap spirally from ground to height of second branch. Wrapping shall be secured to trunk in an acceptable manner. Contractor shall be responsible for adjustment to wrapping during the guarantee period and shall remove wrapping upon completion of the guarantee period.*

*9.) Plant material shall be fully (100 %) guaranteed for a period of one (1) year from date of work acceptance. Replaced plant material shall be fully (100 %) guaranteed for a period of one (1) year from date of replacement. During the guarantee period, the Contractor shall notify the Owner in writing of any maintenance deficiencies.*

*10.) All continuous planting bed areas labeled 'R.M.' shall be rock mulched. Rock mulch shall be 2" sized washed river rock placed in a uniform 3" layer over a layer of geotextile weed barrier fabric (e.g. 'TYPAR' or equal). Areas shall be fine graded prior to placement of fabric and rock. Courses of fabric shall overlap 6" at the seams and omitted around base of plants (from an area equal to the size of the planting pit).*

*11.) Not used*

*12.) Groundcover and perennial planting bed areas (within rock mulch areas) shall be bark mulched with a uniform 3" thick layer of 2" sized bark mulch. Areas shall be fine graded prior to placing of mulch, removing debris, rocks, vegetation, etc. over 1" dia. from the surface.*

*13.) Steel edging shall be GPDRC approved, rolled top steel edger. Steel shall be installed vertically overlapped at the joints. The top of the edger shall be 1" above sod (or mulch) grade. Steel edging shall be installed wherever necessary (or shown on plan drawings) to separate turf areas from mulched areas.*

RDS ARCHITECTS
IN PARTNERSHIP WITH:
Bright Pixel Design

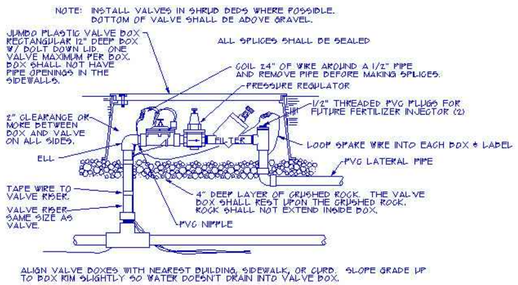
PROJECT TITLE:
Chaska Retail Center
Chaska, MN

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|

DRAWING TITLE:
TYPICAL LANDSCAPE DETAILS & SPECIFICATIONS

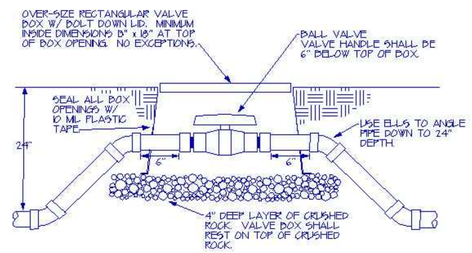
JOB. NO.: 16.32.1
DATE: 3-13-18
DRAWN BY: MJB

SHEET:
L1.2



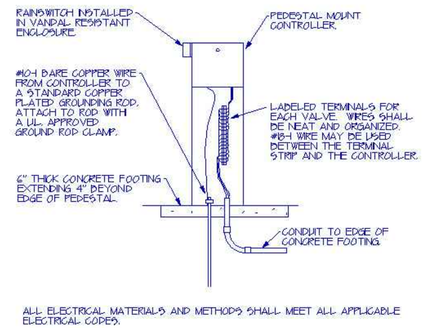

## AUTOMATIC VALVE DETAIL

NOT TO SCALE




## BALL VALVE DETAIL

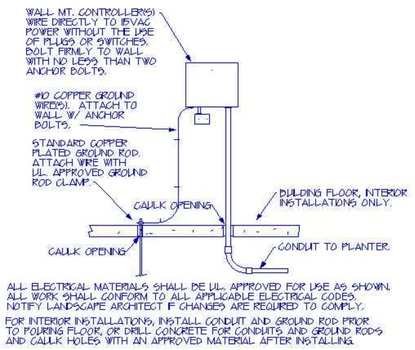
NOT TO SCALE




ALL ELECTRICAL MATERIALS AND METHODS SHALL MEET ALL APPLICABLE ELECTRICAL CODES.

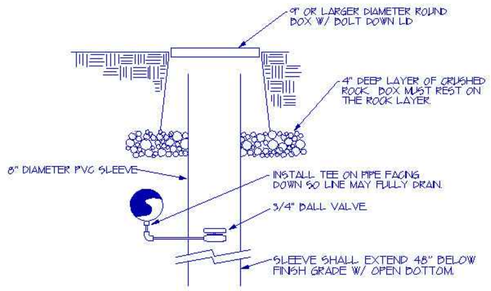
## PEDESTAL CONTROLLER DETAIL

NOT TO SCALE



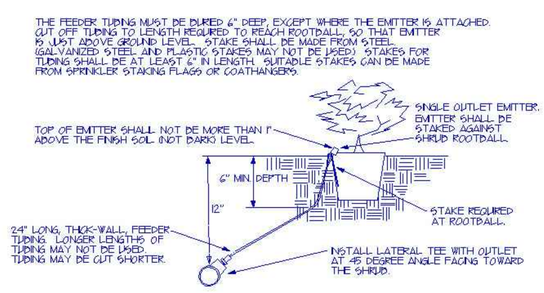

## WALL MT CONTROLLER DETAIL

NOT TO SCALE



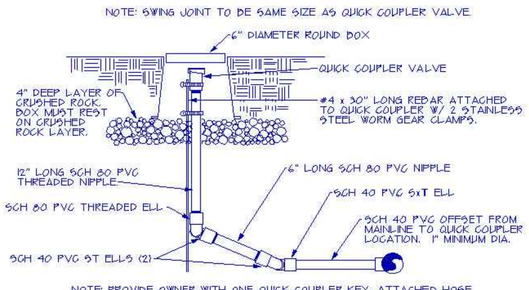

## DRAIN VALVE DETAIL

NOT TO SCALE



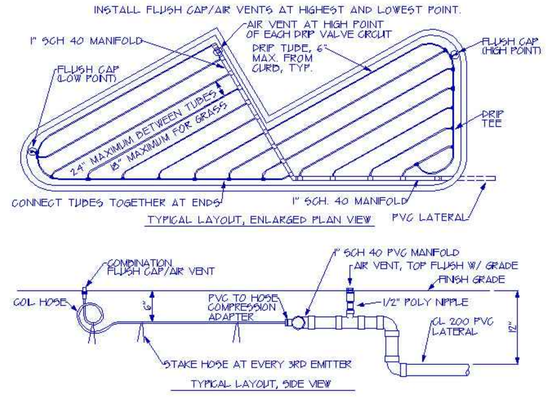

## SHRUB EMITTER DETAIL

NOT TO SCALE




## QUICK COUPLER VALVE DETAIL

NOT TO SCALE




## SUBSURFACE EMITTER TUBE DETAILS

NOT TO SCALE

RDS ARCHITECTS
IN PARTNERSHIP WITH:
Bright Pixel Design

PROJECT TITLE:

Chaska Retail Center
Chaska, MN

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|

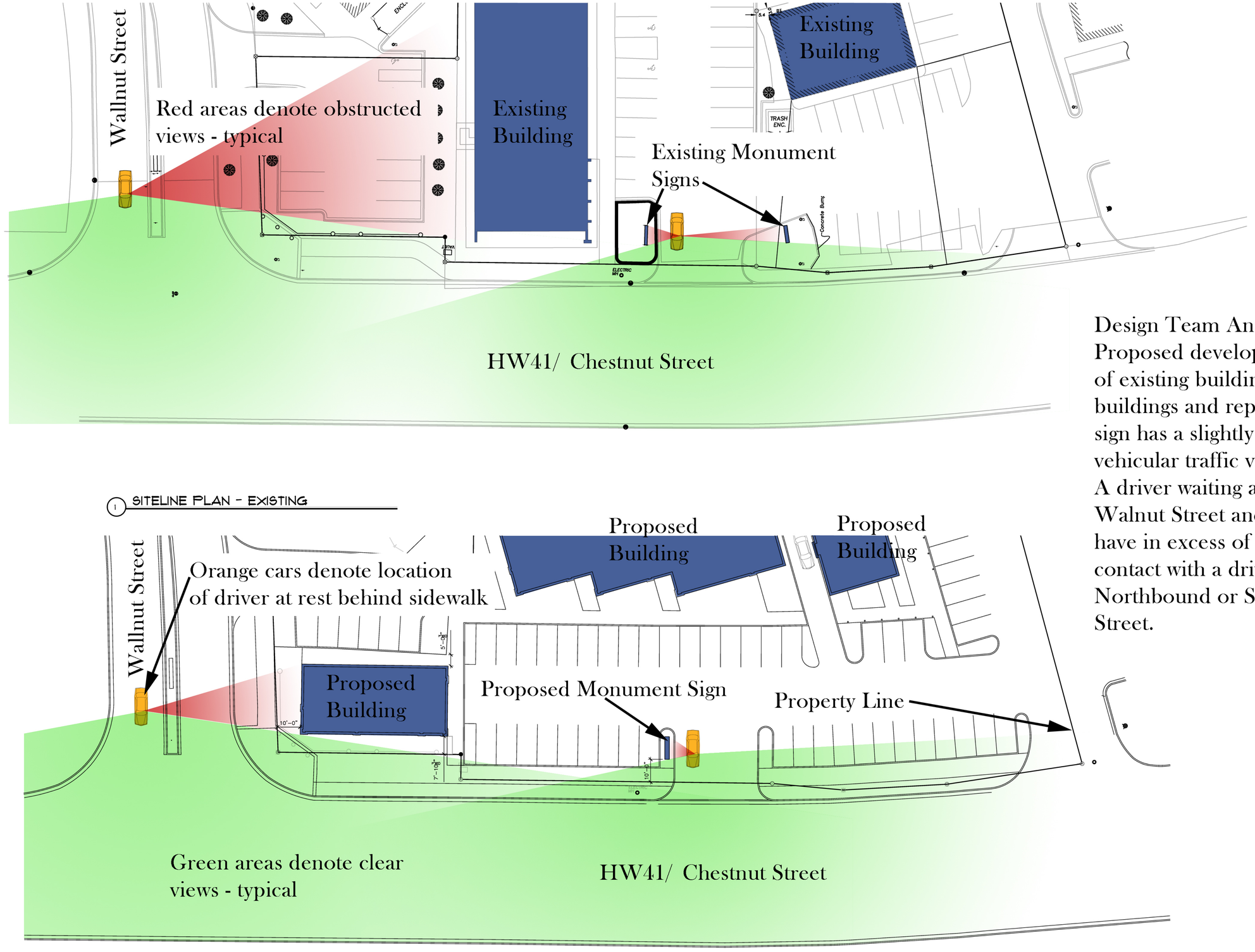
DRAWING TITLE:

TYPICAL IRRIGATION DETAILS

JOB. NO.: 16.32.1
DATE: 3-13-18
DRAWN BY: MJB

SHEET:

L1.3




1 SITELINE PLAN - EXISTING




2 SITELINE PLAN - PROPOSED

RDS ARCHITECTS

IN PARTNERSHIP WITH:

Bright Pixel Design

PROJECT TITLE:

Chaska Retail Center

Chaska, MN

Design Team Analysis:

Proposed development involving removal of existing buildings, construction of new buildings and replacement of monument sign has a slightly beneficial effect to vehicular traffic visibility of the site.

A driver waiting at the sidewalk at both the Walnut Street and the center lot exit will have in excess of 6 seconds of visual contact with a driver traveling 40 mph Northbound or Southbound on Chestnut Street.

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|

DRAWING TITLE:

SITELINE STUDIES

JOB. NO.: 16.32.1

DATE: 3-13-18

DRAWN BY: MJB

SHEET:

SL1.1

EXISTING VIEW FROM DRIVER AT WALNUT AND CHESTNUT

PROPOSED BUILDING

PROPOSED VIEW FROM DRIVER AT WALNUT AND CHESTNUT

RDS ARCHITECTS

IN PARTNERSHIP WITH:

Bright Pixel Design

PROJECT TITLE:

Chaska Retail Center

Chaska, MN

| No. | SUBMISSIONS & REVISIONS | Date |
|---|---|---|

DRAWING TITLE:

SITELINE STUDIES

JOB. NO.: 16.32.1

DATE: 3-13-18

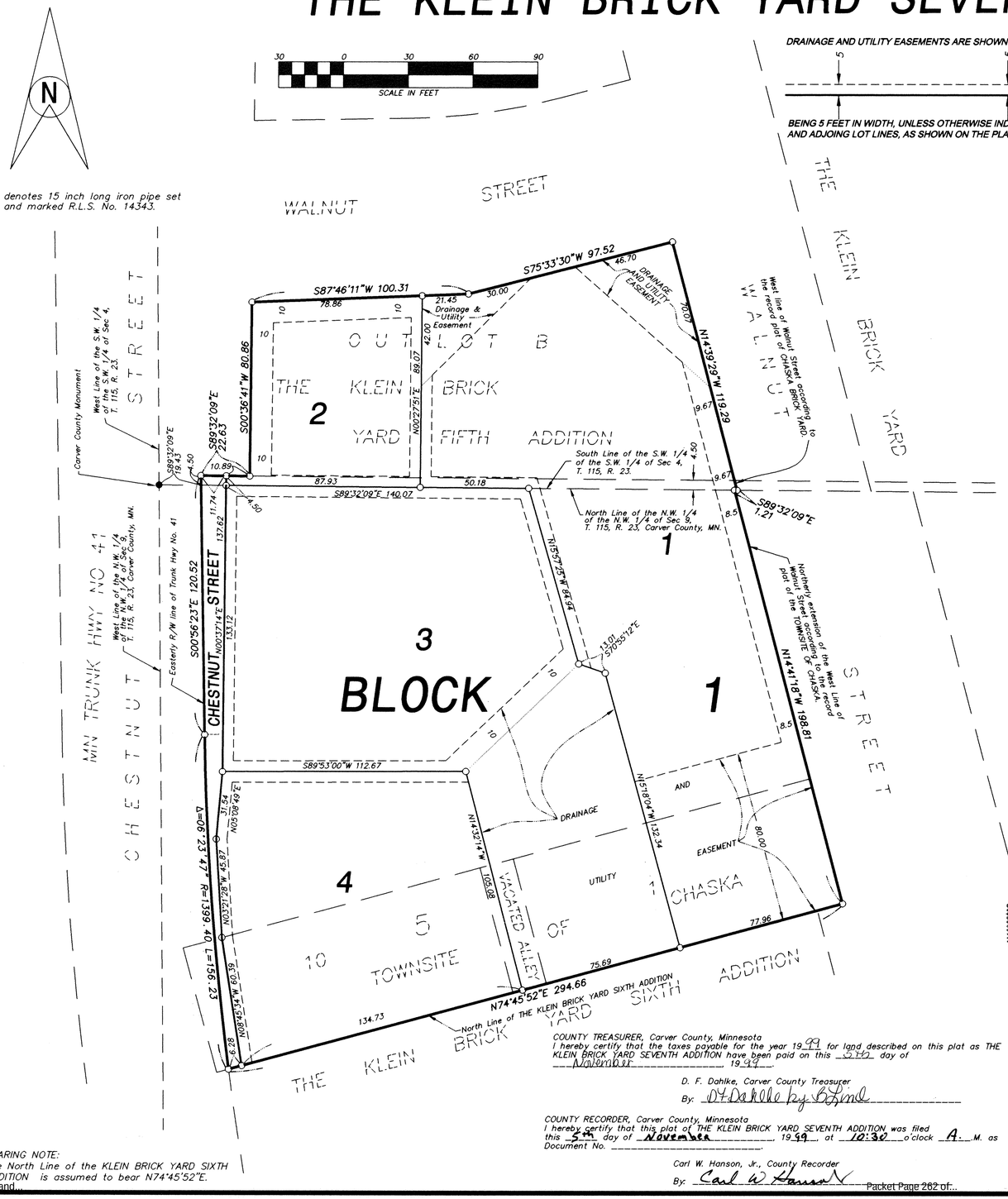
DRAWN BY: MJB

SHEET:

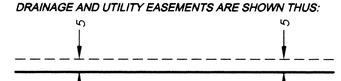
SL1.2

# THE KLEIN BRICK YARD SEVENTH ADDITION

| | |
|---|---|
| PLAT FILE NO. | 965 |
| C.R. DOC. NO. | 259859 |




DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:




BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOING LOT LINES, AS SHOWN ON THE PLAT.

KNOW ALL MEN BY THESE PRESENTS: That Chaska Economic Development Authority, a body corporate and politic, under the laws of the State of Minnesota, and Avanti Leasing, Inc., a corporation under the laws of the State of Colorado, fee owners of the following described property situated in the County of Carver, State of Minnesota, to wit:

Lots 1 and 10, Block 5, TOWNSITE OF CHASKA, Carver County, Minnesota, according to the record plat thereof, that lies easterly of Trunk Highway 41.

AND

That part of the vacated alley in Block 5, Townsite of Chaska, Carver County, Minnesota, according to the record plat thereof, that lies north of the north line of THE KLEIN BRICK YARD SIXTH ADDITON, according to the record plat thereof.

AND

Outlot B, THE KLEIN BRICK YARD FIFTH ADDITION, Carver County, Minnesota, according to the record plat thereof.

AND

That part of the south 4.50 feet of the Southwest Quarter of the Southwest Quarter of Section 4 in Township 115, Range 23, Carver County, Minnesota that lies easterly of Trunk Highway Number 41 and westerly of Walnut Street according to the record plat of CHASKA BRICK YARD.

AND

That part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 115, Range 23, Carver County, Minnesota that lies north of the record plat of the TOWNSITE OF CHASKA, easterly of Trunk Highway Number 41 and westerly of the northerly extension of the west line of Walnut Street according to said TOWNSITE OF CHASKA.

Have caused the same to be surveyed and plat as THE KLEIN BRICK YARD SEVENTH ADDITION and does hereby donate and dedicate to the public for public use forever the street and also dedicating the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Chaska Economic Development Authority, has caused these presents to be signed by it's proper officers this 8th day of October 19 99

CHASKA ECONOMIC DEVELOPMENT AUTHORITY

Robert P. Roepke, Chairman

David Pokorney, Executive Director

STATE OF MINNESOTA
COUNTY OF CARVER

The foregoing instrument was acknowledged before me this 8th day of October 19 99 by Robert P. Roepke, Chairman and David Pokorney, Executive Director of Chaska Economic Development Authority, a body corporate and politic, on behalf of the corporation.

Notary Public, Carver County, Minnesota
My Commission Expires: Jan 31, 2000

AND In witness whereof said Avanti Leasing, Inc., has caused these presents to be signed by it's proper officers this 21st day of October 19 99

AVANTI LEASING, INC.

Robert Cohen, Chief Financial Officer

STATE OF ~~MINNESOTA~~ COLORADO
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 21st day of October 19 99 by Robert Cohen, Chief Finacial Officer of Avanti Leasing, Inc., a body corporate and politic, on behalf of the corporation.

Notary Public, Denver County, ~~Minnesota~~ COLORADO
My Commission Expires: 08/21/2002

I hereby certify that I have surveyed and platted the property described on this plat as THE KLEIN BRICK YARD SEVENTH ADDITION; that the plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown or will be placed as required by the local government unit; that the outside boundary lines are correctly designated on the plat and that there are no wet lands as defined in Minnesota Statutes Section 505.02, Subd. 1 or public highways to be designated other than as shown.

Edward J. Otto, Land Surveyor
Minnesota License Number 14343

STATE OF MINNESOTA
COUNTY OF WRIGHT

The foregoing instrument was acknowledged before me this 6th day of October 19 99 by Edward J. Otto, Land Surveyor, Minnesota License No. 14343.

MARY E. BODIN
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2000

Notary Public, Wright County, Minnesota
My Commission Expires: Jan. 31, 2000

COUNTY SURVEYOR, Carver County, Minnesota
Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this 28th day of October, 1999

John E. Freemyer, Carver County Surveyor

CHASKA, MINNESOTA
This plat of THE KLEIN BRICK YARD SEVENTH ADDITION was approved and accepted by the City Council of the City of Chaska, Minnesota, at a regular meeting held this 19 day of June, 1999, and is compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL OF THE CITY OF CHASKA, MINNESOTA

Mayor

Clerk, ~~Deputy~~

COUNTY AUDITOR, Carver County, Minnesota
I hereby certify that there are no delinquent taxes for all years prior to 1999 for land described on this plat and transfer entered. Dated this 5th day of November 1999.

Mark Lundgren, Carver County Auditor
By: Mark Lundgren by J. Feltmann

COUNTY TREASURER, Carver County, Minnesota
I hereby certify that the taxes payable for the year 1999 for land described on this plat as THE KLEIN BRICK YARD SEVENTH ADDITION have been paid on this 5th day of November 1999.

D. F. Dahlke, Carver County Treasurer
By: DFDahlke by BSund

COUNTY RECORDER, Carver County, Minnesota
I hereby certify that this plat of THE KLEIN BRICK YARD SEVENTH ADDITION was filed this 5th day of November 1999 at 10:30 o'clock A. M. as Document No.

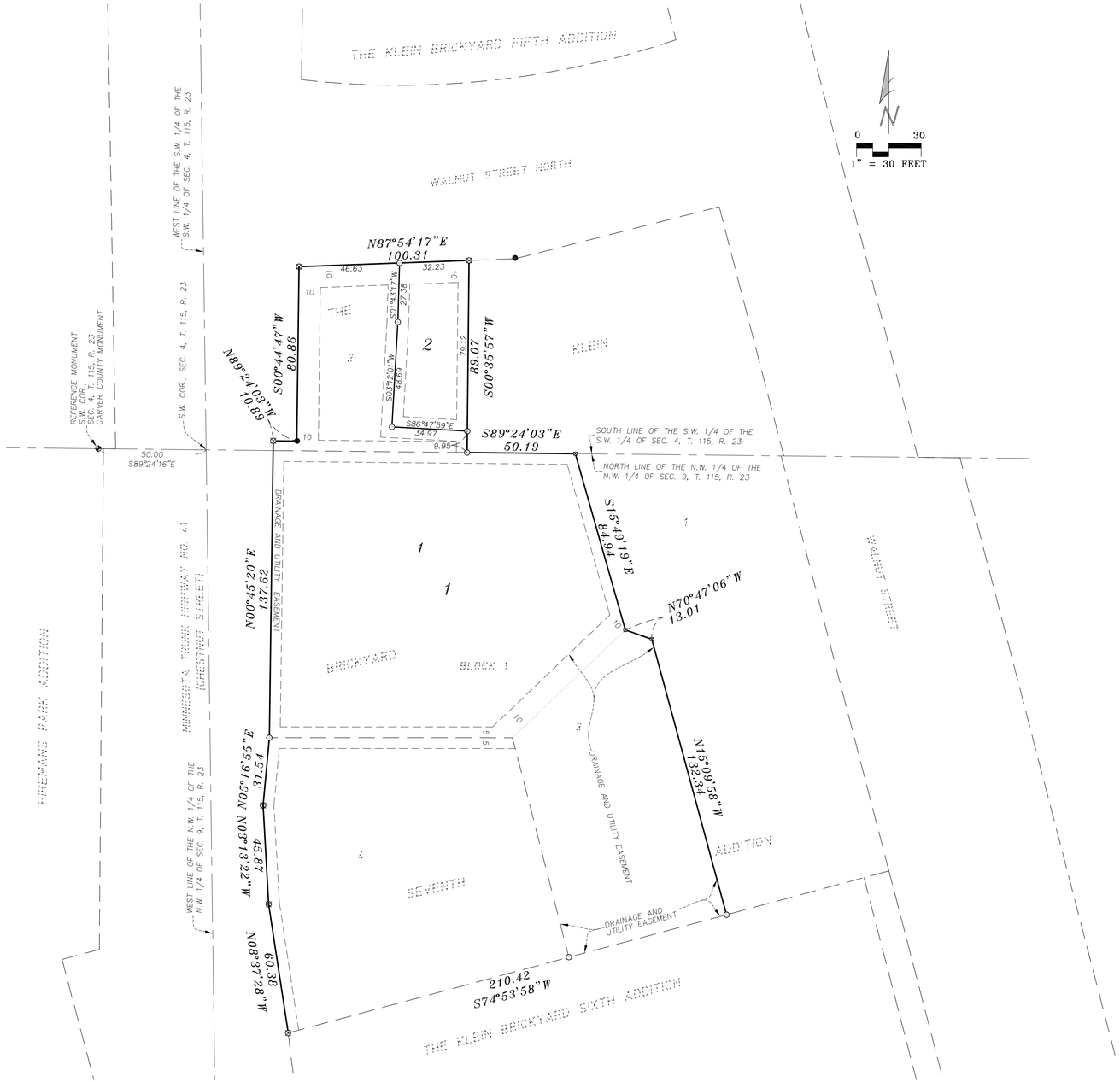
Carl W. Hanson, Jr., County Recorder
By: Carl W Hanson

BEARING NOTE:
The North Line of the KLEIN BRICK YARD SIXTH ADDITION is assumed to bear N74°45'52"E.

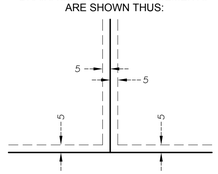
OTTO ASSOCIATES
Engineers and Land Surveyors, Inc.

# THE KLEIN BRICK YARD FOURTEENTH ADDITION

PLAT FILE NO.
C.R. DOC. NO.




DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:




DRAINAGE AND UTILITY EASEMENTS BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED ADJOINING LOT LINES AND RIGHT OF WAY LINES, AS SHOWN ON THE PLAT.

● DENOTES FOUND MONUMENT

○ DENOTES SET 1/2 INCH IRON MONUMENT WITH CAP MARKED R.L.S. NO. 47465

◆ DENOTES FOUND CARVER COUNTY CAST IRON MONUMENT

BEARINGS ARE BASED ON THE SOUTH LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF SEC. 4, T. 115, R. 23

KNOW ALL PERSONS BY THESE PRESENTS: That Carver County CDA and Chaska Growth Holdings, LLC, owners of the following described property:

LOTS 1, 2, 3 AND 4, THE KLEIN BRICK YARD SEVENTH ADDITION, CARVER COUNTY, MINNESOTA

Have caused the same to be surveyed and platted as THE KLIEN BRICK YARD FOURTEENTH ADDITION and do hereby donate and dedicate to the public for public use the drainage and utility easements as created on this plat.

In witness whereof, the Chairman of said Carver County CDA has hereunto set their hands this _____day of _____ , 20_____.

_____
Chairman, Carver County CDA

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____ , 20_____ , by _____, Chairman.

_____ _____
Notary Public, _____ County, _____ Printed Name
My commission expires January 31, _____

In witness whereof, managing partner said Chaska Growth Holdings, LLC, has hereunto set their hands this _____day of _____ , 20_____.

_____
Managing Partner, Chaska Growth Holdings, LLC

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____ , 20_____ , by _____, Managing Partner.

_____ _____
Notary Public, _____ County, _____ Printed Name
My commission expires January 31, _____

I, Scott C. Trosen, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this_____ day of _____, 20_____

_____
Scott C. Trosen, Licensed Land Surveyor, Minnesota License No. 47465

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20_____,
by Scott C. Trosen.

_____ _____
Notary Public, _____ County, _____ Printed Name
My commission expires January 31, _____

**CITY COUNCIL, CITY OF CHASKA, MINNESOTA**

This Plat of THE KLEIN BRICK YARD FOURTEENTH ADDITION was approved and accepted by the City Council of the City of Chaska, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with he provisions of Minnesota Statutes Section 505.03, Subd. 2.

By: _____ By: _____

**COUNTY SURVEYOR, CARVER COUNTY, MINNESOTA**

Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this _____ day of _____, 20_____.

Brian E. Praske, County Surveyor

By: _____

**COUNTY AUDITOR/TREASURER, CARVER COUNTY, MINNESOTA**

I hereby certify taxes payable in _____ and prior years have been paid for land described on this plat.
Dated this _____ day of _____, 20_____.

Laurie Davies, County Auditor/Treasurer

By: _____

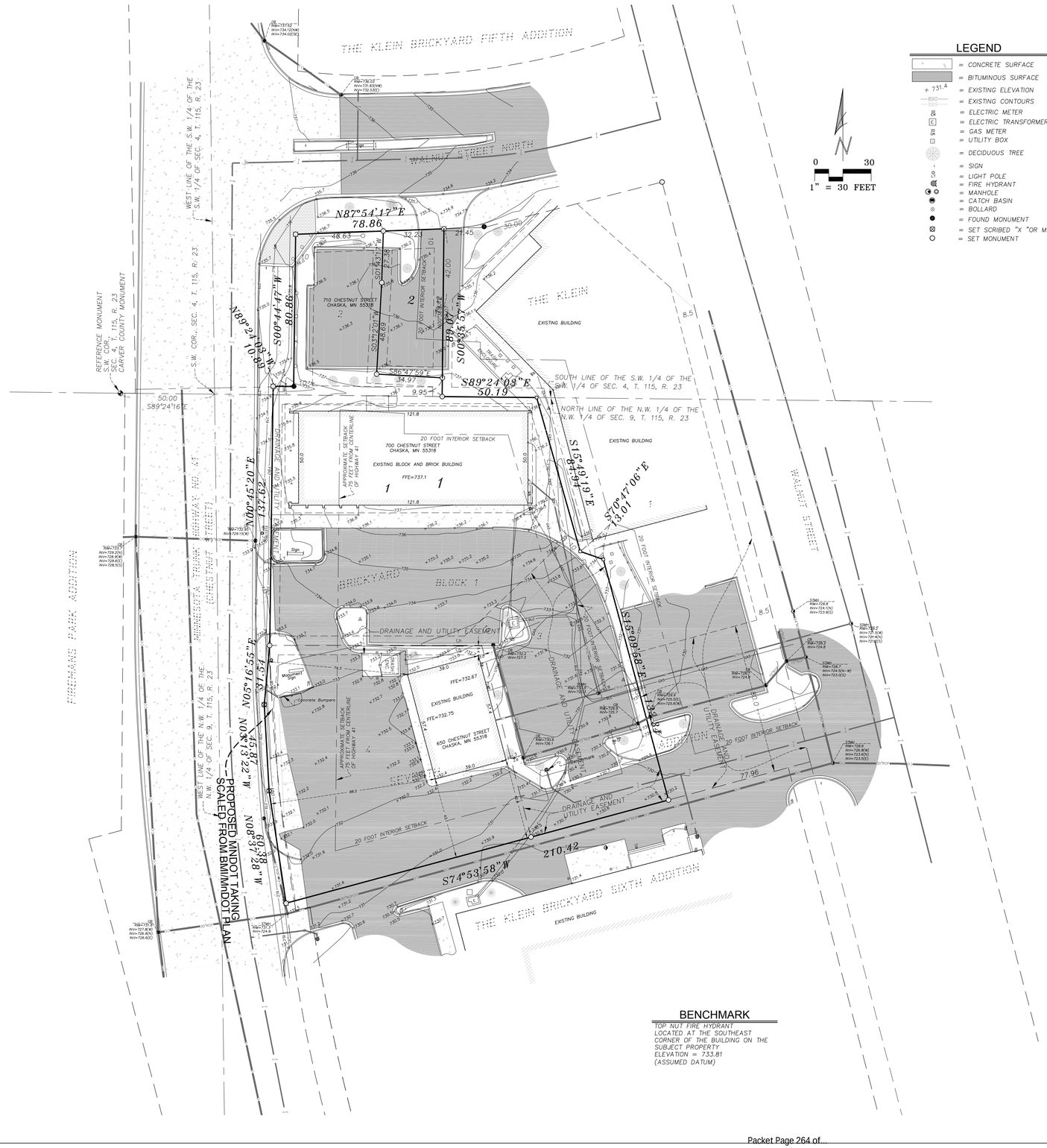
**COUNTY RECORDER, CARVER COUNTY, MINNESOTA**

I hereby certify that this plat of THE KLEIN BRICK YARD FOURTEENTH ADDITION was filed this _____ day of _____ , 20_____ , at _____ o'clock ____. M. as Document Number _____ .

_____,County Recorder

By: _____

TROSEN LAND SURVEYING, LLC
SHEET 1 OF 1 SHEETS


THE KLEIN BRICKYARD FIFTH ADDITION
WALNUT STREET NORTH
WEST LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF SEC. 4, T. 115, R. 23
REFERENCE MONUMENT S.W. COR., SEC. 4, T. 115, R. 23 CARVER COUNTY MONUMENT
S.W. COR., SEC. 4, T. 115, R. 23
50.00 S89°24'16"E
N87°54'17"E 78.86
48.63
32.23
2.45
30.00
S01°43'17"W 27.38
S01°43'17"W 48.69
N89°24'03"W 80.86
S00°44'47"W
20 FOOT INTERIOR SETBACK
10
42.00
79.42
S00°35'52"W 89.07
710 CHESTNUT STREET CHASKA, MN 55318
2
THE KLEIN
EXISTING BUILDING
TRASH ENCLOSURE
S86°47'59"E 34.97
9.95
S89°24'03"E 50.19
SOUTH LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF SEC. 4, T. 115, R. 23
NORTH LINE OF THE N.W. 1/4 OF THE N.W. 1/4 OF SEC. 9, T. 115, R. 23
121.8
20 FOOT INTERIOR SETBACK
700 CHESTNUT STREET CHASKA, MN 55318
EXISTING BLOCK AND BRICK BUILDING
FFE=737.1
1
1
APPROXIMATE SETBACK FROM CENTERLINE OF HIGHWAY 41
EXISTING BUILDING
S13°49'19"E 84.94
S70°47'06"E 13.01
20 FOOT INTERIOR SETBACK
8.5
WEST LINE OF THE N.W. 1/4 OF THE N.W. 1/4 OF SEC. 9, T. 115, R. 23
MINNESOTA TRUNK HIGHWAY NO. 41
CHESTNUT STREET
FIREMANS PARK ADDITION
N55°59'50"W 137.63
N55°59'50"W 145.87
N08°13'22"W 60.38
N08°37'28"W
PROPOSED MNDOT TAKING SCALED FROM MnDOT PLAN
BRICKYARD BLOCK 1
DRAINAGE AND UTILITY EASEMENT
Sign
Monument Sign
Concrete Bumpers
FFE=732.67
EXISTING BUILDING
FFE=732.75
650 CHESTNUT STREET CHASKA, MN 55318
ELEV=732.4
Flagpole
Bench
Bench
Bench

DEPARTMENT OF TRANSPORTATION

Metropolitan District
1500 County Road B2 West
Roseville, MN 55113

June 6th, 2018

Elizabeth Hanson
City of Chaska Planner
1 City Hall Plaza
Chaska, MN 55318

SUBJECT: Klein Brick Yard Seventh Addition
MnDOT Review P18-024A
NE Quad of MN 41 and CR 61 (6th Street)
Chaska, Carver County
Control Section 1008

Dear Ms. Hanson,

The Minnesota Department of Transportation (MnDOT) has reviewed the proposed Klein Brick Yard Seventh Addition in compliance with Minnesota Statute 505.03, subdivision 2, Plats. Before any further development, please address the following issues:

***Design:***
If the main access is redesigned, use the MnDOT Standard Plan 5-297.254, Driveways and Sidewalk Details as it provides detailed information on how to integrate the existing sidewalk into the access. Pedestrian curb ramps are generally not used at driveways.

For questions on these comments, please contact Nancy Jacobson (Nancy.L.Jacobson@state.mn.us or 651-234-7647) in MnDOT's Design section.

***ADA Design:***
There should be dedicated pedestrian connections from MNDOT Right-of-Way to the development so that pedestrians are able to access the site without having to use the driveways. Please also ensure that the building and walk elevations will work with the design.

The new sidewalk and driveway construction will be required to utilize the curb ramp standard plans in addition to the driveway and sidewalk standard plans described above. Specifically, use the Level 3 (X,Y,Z coordinates) as described in the ADA Project Design Guide as well as the following MnDOT's ADA Design Standards (links to the guidelines are below).

http://www.dot.state.mn.us/ada/pdf/5-297-250.pdf
http://www.dot.state.mn.us/ada/pdf/driveway-sidewalk-details.pdf
http://www.dot.state.mn.us/ada/pdf/adaprojectdesignguide.pdf
http://www.dot.state.mn.us/ada/pdf/mndot-ada-standards.pdf

For questions concerning these comments please contact Joe Zilka (joseph.zilka@state.mn.us, (651) 366-3311) or Todd Grugel (todd.grugel@state.mn.us, (651) 366-3531)

***Permits:***
Any use of or work within or affecting MnDOT right of way requires a permit. Permit forms are available from MnDOT's utility website: http://www.dot.state.mn.us/utility/forms.html. Please include one 11x17 plan set and one full size plan set with each permit application.

Please direct any questions regarding permit requirements to Buck Craig (651-234-7911) of MnDOT's Metro Permits Section.

***Review Submittal Options:***
MnDOT's goal is to complete the review of plans within 30 days. Submittals sent in electronically can usually be turned around faster. There are four submittal options. Please submit either:

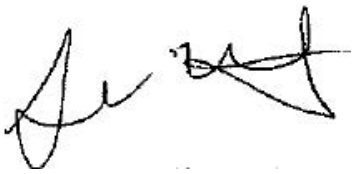
1. An electronic .pdf version of the plans. MnDOT can accept the plans via e-mail at metrodevreviews.dot@state.mn.us provided that each separate e-mail is less than 20 megabytes.
2. A compact disc with the plans in .pdf format. The disc can be sent to:

   MnDOT – Metro District Planning Section
   Development Reviews Coordinator
   1500 West County Road B-2
   Roseville, MN 55113

3. A .pdf version of the plans sent to MnDOT's external shared workspace site located at: https://mft.dot.state.mn.us. Please contact MnDOT development review staff gain access to the shared workspace site. Also, please send a note to metrodevreviews.dot@state.mn.us indicating the file name and stating that the plans have been submitted on the shared workspace site.
4. If you are unable to send the plans electronically, please submit a set of full size plans to the above address.

If you have any questions concerning this review, contact me at (651) 234-7788.

Sincerely,



Jennifer Wiltgen
Principal Planner

**Copy sent via E-Mail:**
Diane Langenbach, Area Engineer
Sulmaan Khan, Area Engineer
Mackenzie Turner-Bargen, Bike-Ped
Cameron Muhic, Bike-Ped
Almin Ramic, Traffic
Hailu Shekur, Water Resources
Nancy Jacobson, Design
Buck Craig, Permits
Doug Nelson, Right-of-Way
Joe Zilka, ADA
Todd Grugel, ADA
Bruce Wetherbee, Surveys
Russ Owen, Metropolitan Council

# City of Chaska
# Memorandum

**To:** **Planning Commission**
**From:** **Matt Clark, City Engineer**
**Date:** **June 6, 2018**
**Subject:** **Klein Brickyards 7th Addition Redevelopment**

The site improvements planned for the combined properties propose a complete redevelopment with new site improvements over the existing properties. Storm sewer runoff for the current site discharges and connects to the public system and is proposed to remain in similar. Since the property is currently developed, the storm water plan requirements will be limited to ensuring the proposed improvements will not increase from what's currently discharging from the site into the overall storm sewer system. Sanitary sewer and water service are readily available but will need to be further refined in the final site plan for how individual properties will be serviced. The property abuts the state right of way and will require a MnDOT permit. Pedestrian access and circulation for the site will need to be reviewed for providing connections to sidewalks located along TH 41 and Walnut Street and accommodate current ADA design standards.

Highway improvements currently scheduled to occur in 2021 propose a full reconstruct of TH 41 from Walnut Court to the Minnesota River. The reconstruction also includes converting all the current access points between Walnut Court and Chaska Boulevard (CR 61) to right in and right out between Walnut Court and Chaska Boulevard (CR61). The intersection at Walnut Court is to remain as a full access and will be an important access to ensure the proper site lines are maintained with the proposed improvements. The Developer is currently working to complete the site analysis for defining the restrictions to the proposed improvements and landscaping areas. Along with the highway upgrades, the City plans to install an overhead pedestrian HAWK signal at the south east quadrant of Walnut Court and TH 41 like the current signal installed at Pine Street and County Road 61. As the site plans are further refined the City plans to work with the developer on the site improvements to accommodate the planned signal.


ONE CITY HALL PLAZA/CHASKA, MN 55318-1962/PH: (952) 448-2851/ FX: (952) 448-9300

# REQUEST FOR ACTION
# CHASKA PLANNING COMMISSION
## 06/18/2018

**Subject:** **Formacoat - Chaska Building Center Phase II – Preliminary Site/Building Plans, Preliminary Plat and Rezoning**

Applicant: Mark Gross

Location: East of Klingelhutz site (DDK) and west of Fire Lane

Case No.: P.C. No. 2018-18

Synopsis: The applicant is requesting approval of the Preliminary Site/Building Plan, Preliminary Plat, and Rezoning (Phase II) of the Chaska Building Center redevelopment

Prepared By: Elizabeth Hanson, City Planner

Staff Recommendation: Adoption of the Resolution and Ordinance approving the request

**BACKGROUND**

Formacoat, founded in 2002, is a privately held, uniquely positioned, medical device contract manufacturing company currently located in Savage, MN. Formacoat's collaboration with customers includes access to a wide range of coating vendors and their technologies to help bring the right coating to each product. Each medical device coating can provide different characteristics of lubricious, abrasion resistant, hemocompatible, non-thrombogenic and biocompatible value to a device. Mark Gross, owner and CEO of Formacoat, has been a 27-year resident of Chaska, and hoping to bring the business home.

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. Tonight we are looking at approving a portion of the eastern half of the project.

The applicant believes that this project will contribute to and reinforce the City's Mission Statement, particularly through the following strategies:

- CHASKA'S HIGH QUALITY OF LIFE IS ENHANCED – The project will supply the city with new employment opportunities for nearby residents.
- TAXPAYERS PERCEIVE THEY ARE GETTING QUALITY COST-EFFECTIVE SERVICE – The tax revenue generated by this project will contribute to the city's ability to continue providing cost effective services to the residents and businesses.
- WELL PLANNED AND ORDERLY COMMUNITY DEVELOPMENT IS A PRIORITY – The well planned project extends ripple effect benefits to nearby businesses. The employees that will call the building 'work' will shop at nearby retailers, eat in the local restaurants and may look for housing options closer to work.
- A SENSE OF COMMUNITY AND SMALL TOWN VALUES ARE MAINTAINED – All businesses feel a sense of pride about their hometown. It is the hope that some companies may even relocate their headquarters to this site, where Chaska can become their true home base.
- COMMITMENT TO EXCELLENCE – Formacoat will improve the existing abandoned building site and make it a productive contributor to the community once again.

**ZONING & DOWNTOWN MASTER PLAN**

Currently, the site is zoned PMD-4 (Planned Multi-Use District No. 4). The zoning for the property will change as a result of this new development so as to more specifically streamline the uses and design of the site, and also to document the specific exhibits and conditions associated with the potential approvals of this site.

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 Klingelhutz site and Fire Lane. The site currently consists of two parcels – one 5.01 acre site and one 2.74 acre site (7.75 acres total). The site is currently vacant but contains several concrete pads from the previous buildings that were there, which included the old Chaska fire station. Both parcels are currently owned by the City of Chaska, however, United Properties will be the primary owner once a purchase agreement is solidified.

**CURRENT REQUEST**

The applicant, Formacoat, is requesting Preliminary Site/Building Plan, Preliminary Plat and Rezoning approval for the construction of an office/warehouse building totaling approximately 31,840 square feet in size and roughly 30 feet in height on the central portion of the Chaska Building Center site. The plan is to only redevelop 3.85 acres of the remaining 7.75 acre vacant site; approximately 3.9 acres will remain on the east side of the site for future development. 30 new jobs are projected to be created as a result of this building and development.

**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 Klingelhutz site.

**Site Layout**
The site is situated in the center of the Chaska Building Center site. The building is also situated in the middle of the site with parking circulating around it. The front of the building will face south (toward Chaska Boulevard), with a loading dock in the rear (north). Access to the site will be gained from Chaska Boulevard from two existing site accesses; one from the Klingelhutz site on the west; one from the center of the site via an existing access.

**Building Location/Design**
The building is rectangular in format and will be two-stories tall (approximately 30 feet in height). The initial construction of this building will encompass a 31,840 square foot building footprint. A future expansion area is shown on the west side of the building totaling at approximately 10,000 square feet. The front of the building will face the south toward Chaska Boulevard.

The proposed building will be constructed with decorative pre-cast wall panels, accented with glass and additional architectural features to provide an impressive corporate home for Formacoat.

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."*

| **Formacoat Building Materials** | |
|---|---|
| Class I | Brick and Glass (33%) |
| Class II | None |
| Class III | Precast Concrete Panels raked finish (65%) |
| **CLASS I REQUIRED** | 30%; two different materials |
| **CLASS II REQUIRED** | 30%; one material |
| **PROVIDED** | 33% Class I material; 2 different materials<br>65% Class III material; 1 material |

Based on the table above the applicant is not meeting the percentage and quantity requirements for building materials on industrial buildings. The reason being that the precast concrete rake finish is not considered a Class II material as it is written in the

code, and thus would be considered a Class III material. A simple change for this would be to consider a different architectural finish on this precast concrete in order to be considered a Class II material.

Another item of note is the brick to be used. The elevations indicate that the brick will be a precast wall panel with cast-in brick. In order to be classified as a Class I material, the brick needs to be a full modular face brick. The applicant will have to indicate that on their elevation plans in the final submittal.

Overall, the building's appearance is attractive. The significant articulation of the building is oriented on the south side with the most amount of exposure; the articulation wraps around the building's corners on the east and west sides. The east, west and north sides are mainly the precast concrete panels, which is appropriate given the least amount of exposure that will occur on these sides.

**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**
118 parking spaces (61 initial installation; 57 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. |
|---|---|---|---|
| Office | 6,801 sf | 1ps/250sf | 27 parking spaces |

| | | | |
|---|---|---|---|
| Manufacturing | 24,128 sf | 1ps/350sf | 69 parking spaces |
| Warehousing | 6,926 sf | 1ps/350sf | 20 parking spaces |
| Future Manufacturing Addition | 9,322 sf | 1ps/350sf | 27 parking spaces |
| | | **REQUIRED** | **133 parking spaces** |
| | | **PROVIDED** | **118 parking spaces** |

According to this table the applicant is not meeting the required amount of parking spaces needed for the ultimate use of the site. The parking stalls proposed will accommodate the initial construction of the building but does not accommodate the ultimate building footprint with the expansion. The applicant is only discrepant by 15 stalls, which, in staff's opinion, can easily be accommodated on the south edge of the site. There is additional green space in this area that should be able to accommodate the necessary amount of stalls. Staff would ask the applicant to add additional proof of parking in this area as a part of the final submittal.

The access into the site will be from two accesses off of Chaska Boulevard; one that is shared with the Klingelhutz site to the west and one that is existing in the center of the site. Staff is okay with these access locations as long as Carver County is, however, would like to point out the notion that the County will only allow two accesses into the Building Center site. The undeveloped site to the east would not be allowed an access on Chaska Boulevard. Because of this, staff would recommend that the central access be pushed more east to provide an equitable entrance into both the center and east sites. Again, only if Carver County would support such a change and provision.

Staff would also like to point out that the site shall show a possible easterly connection on the south side with the easterly site. The north side is showing a connection, but this shall also be shown on the south side for more adequate access to the Chaska Boulevard entrance.

Cross access easements will be required across this site to allow for the adjoining sites to have the ability to use the Chaska Boulevard accesses. 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 | 118 caliper inches (44 trees) | 36 trees |
| Understory Trees | 11 | 14 |
| Shrubs | 126 | 137 |

According to the table above the applicant is insufficient in meeting the landscape ordinance for overstory trees. The applicant will be required to show at least 8 additional overstory trees in their final submittal.

Planting islands are being shown in the parking lots. Staff would like to point out that trees and shrubs need to be placed in these islands. Specifically, the proof of parking areas will need to show that future trees and shrubs will be placed in the planting islands once the parking is installed. This will need to be shown on the landscape plan at final submittal.

Another item of note is the planting island dissecting the Klingelhutz and Formacoat site needs to show an additional island area on the northwest portion of the site to match with the Klingelhutz site. This will need to be revised on the site plan and landscape plan during final submittal.

**Lighting**
Any lighting proposed for this plan should be fully screened and face downward. The applicant is not showing any pole lighting in the parking lot, only wall lighting. Staff would advise that wall lighting is not suitable, nor is it acceptable, lighting for parking lots. Wall lighting cannot be placed more than 18 feet above ground level. Pole lighting would be encouraged to be installed for this site.

**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.

**CONCLUSION**
Staff is happy to see that this abandoned site will be cleaned up and brought back to working order. The additional jobs in downtown will be a benefit to the entire community.

**PLANNING COMMISSION ACTIONS TAKEN 6/13/18:**
Motion to recommend approval to the City Council of the Preliminary Site/Building Plans and Preliminary Plat for Phase II of the Chaska Building Center (Formacoat), subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative, submitted by Formacoat, dated June 6, 2018.
    b. Proposed Site Plan (A1.1), submitted by Rosa Architectural Group, Inc., dated May 24, 2018

c. Truck Turning Movement Site Plan (A1.2), submitted by Rosa Architectural Group, Inc., dated May 24, 2018
d. Proposed Main Level Floor Plan (A2.1), submitted by Rosa Architectural Group, Inc., dated May 24, 2018
e. Proposed Second Level Floor Plan (A2.2), submitted by Rosa Architectural Group, Inc., dated May 24, 2018
f. Proposed Building Elevations w/ Notes (A3.1), submitted by Rosa Architectural Group, Inc., dated May 24, 2018
g. Proposed Landscape Plan (L1.1), submitted by Rosa Architectural Group, Inc., dated May 24, 2018
h. Photometric Exhibit
i. Grading, Drainage, Erosion Control & Utility Plan (C1), submitted by Rehder & Associates, Inc., dated May 23, 2018
j. Details & Specifications (C2), submitted by Rehder & Associates, Inc., dated May 23, 2018
k. Boundary and Topographic Survey, submitted by Rehder & Associates, Inc.
l. Preliminary Plat, submitted by Rehder & Associates, Inc.
m. Sanitary Sewer Connection Exhibit
n. Building Renderings (pgs 1-3)

2. Provision/modification of any drainage and utility easements as required by the City Engineer in the course of his review.
3. Provision of easements for the private drives (vehicular cross access easements) and utilities (utility easements) that services these lots, to be recorded with the plat.
4. Coordination with the City Engineer with regard to utilities, grading and drainage.
5. Installation of all site lighting at a 0 degree angle with the light source fully concealed.
6. Provision of a material board to be submitted at time of Final Submittal.
7. Utilization of modular face brick as a Class I material.
8. No exterior storage will be permitted.
9. Approval by Carver County for: the access plan to CSAH 61 and Right of Way requirements for CSAH 61 prior to recording of the Final Plat.
10. Provision of the required 50 feet setback from the edge of the top of the creek bank to all buildings and impervious surfaces.
11. Provision of hydrant placement needs to accommodate City standards for hydrant placement and fire code standards.
12. Provision to submit Utility and Site Plan As-Builts prior to issuing a building permit.
13. Any and all building signage shall be submitted separately, meet the sign ordinance, and shall obtain sign permits prior to installation.
14. Provision of a storm water management plan meeting City and Carver County WMO standards.
15. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
16. Provision that all mechanical equipment will be fully screened from view.
17. Compliance with section 9.11 Building Design/Materials and Site Design.
18. Adherence with the Engineers Memo dated June 6, 2018.
19. Provision to show 15 additional proof of parking stalls on the south edge of the site to be shown during the final submittal.
20. Provision to revise landscape plan to include 8 more overstory trees and to be submitted at time of final submittal.

21. Provision that the landscape plan shows proof of parking planting islands with trees and shrubs to be installed at time of construction.
22. Provision that a planting island is added on the northwest corner parking area as it connects to the Klingelhutz site, and to be shown on the site and landscape plan at time of final submittal.
23. Provision that pole lights be used to light the parking lot.
24. Coordination with Electric Department on service locations.
25. Elimination of un-used driveway accesses on Chaska Boulevard prior to issuance of a Building Permit.
26. Coordination with the Engineering Department and EDA for a site demolition plan and schedule.
27. Final Plat to list City of Chaska as a part of the plat.
28. Provision of a private utility easement over the sanitary sewer connection.
29. Compliance with the County Memo dated June 8, 2018.
30. Provision to provide accesses into the site consistent with Carver County's guidance and requirements.

Motion to recommend approval of the rezoning from Planned Multi-Use District (PMD-04) to Planned Multi-Use District (PMD-21).

**CITY COUNCIL ACTION REQUESTED**

**Motion to Adopt a Resolution, approving the Preliminary Site and Building Plan and Preliminary Plat for Formacoat (PC# 2018-18).**

**Motion to Adopt an Ordinance, approving the Rezoning from Planned Multi-Use District (PMD-04) to Planned Multi-Use District (PMD-21).**

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

**RESOLUTION**

**DATE 06/18/2018 RESOLUTION NO. 2018-85**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

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**Resolution approving the Preliminary Site & Building Plan and Preliminary Plat for Formacoat/Mark Gross/P.C. No. 2018-18**

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WHEREAS, the applicant, Formacoat, is requesting Preliminary Site/Building Plan, Preliminary Plat and Rezoning approval for the construction of an office/warehouse building totaling approximately 31,840 square feet in size and roughly 30 feet in height on the central portion of the Chaska Building Center site; and

WHEREAS, the plan is to only redevelop 3.85 acres of the remaining 7.75 acre vacant site; approximately 3.9 acres will remain on the east side of the site for future development; and

WHEREAS, 30 new jobs are projected to be created as a result of this building and development; and

WHEREAS, a future expansion area is shown on the west side of the building totaling at approximately 10,000 square feet; and

WHEREAS, the precast concrete rake finish is not considered a Class II material as it is written in the code, and thus would be considered a Class III material; and

WHEREAS, a simple change for this would be to consider a different architectural finish on this precast concrete in order to be considered a Class II material; and

WHEREAS, in order to be classified as a Class I material, the brick needs to be a full modular face brick; and

WHEREAS, the applicant is only discrepant by 15 stalls for the total build out of the site, which, in staff's opinion, can easily be accommodated on the south edge of the site as proof of parking; and

WHEREAS, cross access easements will be required across this site to allow for the adjoining sites to have the ability to use the Chaska Boulevard accesses; and

WHEREAS, the applicant will be required to show at least 8 additional overstory trees in their final landscape plan submittal; and

WHEREAS, the site will be platted from two lots into two lots; Lot 1, Block 1, Formacoat Addition will be for the new Formacoat project totaling at 3.62 acres; Lot 2, Block 1, Formacoat Addition will be vacant at 3.72 acres; and

WHEREAS, on June 13, 2018 the Planning Commission recommended approval to the City Council of the Preliminary Site & Building Plan and Preliminary Plat for Formacoat (PC#2018-18); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Preliminary Site & Building Plan and Preliminary Plat for Formacoat (PC#2018-18), subject to the aforementioned stipulations and the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative, submitted by Formacoat, dated June 6, 2018.
    b. Proposed Site Plan (A1.1), submitted by Rosa Architectural Group, Inc., dated May 24, 2018
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    k. Boundary and Topographic Survey, submitted by Rehder & Associates, Inc.
    l. Preliminary Plat, submitted by Rehder & Associates, Inc.
    m. Sanitary Sewer Connection Exhibit
    n. Building Renderings (pgs 1-3)
2. Provision/modification of any drainage and utility easements as required by the City Engineer in the course of his review.
3. Provision of easements for the private drives (vehicular cross access easements) and utilities (utility easements) that services these lots, to be recorded with the plat.
4. Coordination with the City Engineer with regard to utilities, grading and drainage.
5. Installation of all site lighting at a 0 degree angle with the light source fully concealed.
6. Provision of a material board to be submitted at time of Final Submittal.
7. Utilization of modular face brick as a Class I material.
8. No exterior storage will be permitted.
9. Approval by Carver County for: the access plan to CSAH 61 and Right of Way requirements for CSAH 61 prior to recording of the Final Plat.
10. Provision of the required 50 feet setback from the edge of the top of the creek bank to all buildings and impervious surfaces.
11. Provision of hydrant placement needs to accommodate City standards for hydrant placement and fire code standards.
12. Provision to submit Utility and Site Plan As-Builts prior to issuing a building permit.
13. Any and all building signage shall be submitted separately, meet the sign ordinance, and shall obtain sign permits prior to installation.
14. Provision of a storm water management plan meeting City and Carver County WMO standards.

15. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
16. Provision that all mechanical equipment will be fully screened from view.
17. Compliance with section 9.11 Building Design/Materials and Site Design.
18. Adherence with the Engineers Memo dated June 6, 2018.
19. Provision to show 15 additional proof of parking stalls on the south edge of the site to be shown during the final submittal.
20. Provision to revise landscape plan to include 8 more overstory trees and to be submitted at time of final submittal.
21. Provision that the landscape plan shows proof of parking planting islands with trees and shrubs to be installed at time of construction.
22. Provision that a planting island is added on the northwest corner parking area as it connects to the Klingelhutz site, and to be shown on the site and landscape plan at time of final submittal.
23. Provision that pole lights be used to light the parking lot.
24. Coordination with Electric Department on service locations.
25. Elimination of un-used driveway accesses on Chaska Boulevard prior to issuance of a Building Permit.
26. Coordination with the Engineering Department and EDA for a site demolition plan and schedule.
27. Final Plat to list City of Chaska as a part of the plat.
28. Provision of a private utility easement over the sanitary sewer connection.
29. Compliance with the County Memo dated June 8, 2018.
30. Provision to provide accesses into the site consistent with Carver County's guidance and requirements.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of June, 2018.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

**CITY OF CHASKA**

**ORDINANCE NO. 950**

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

**AN ORDINANCE AMENDING ORDINANCE NO. 229 (ZONING ORDINANCE) BY REZONING CERTAIN REAL ESTATE WITHIN THE CITY OF CHASKA**

THE CITY COUNCIL OF THE CITY OF CHASKA DO ORDAIN:

Section I. Rezoning. The boundaries of the Zoning District as established by Ordinance No. 229 and as shown on the Zoning Map of Chaska, Minnesota are hereby amended as follows:

The following described real estate is hereby removed from the Planned Multi-Use District (PMD-4) zoning district and rezoned to Planned Multi-Use District No. 21 (PMD-21) for all of Lots 1-2, Block 1 of the Formacoat Addition, Carver County, Minnesota.

The following graphic exhibits shall serve as the general guide for development of the Formacoat Addition area:

- **a.** Proposed Site Plan (A1.1), submitted by Rosa Architectural Group, Inc., dated May 24, 2018
- **b.** Truck Turning Movement Site Plan (A1.2), submitted by Rosa Architectural Group, Inc., dated May 24, 2018
- **c.** Proposed Main Level Floor Plan (A2.1), submitted by Rosa Architectural Group, Inc., dated May 24, 2018
- **d.** Proposed Second Level Floor Plan (A2.2), submitted by Rosa Architectural Group, Inc., dated May 24, 2018
- **e.** Proposed Building Elevations w/ Notes (A3.1), submitted by Rosa Architectural Group, Inc., dated May 24, 2018
- **f.** Proposed Landscape Plan (L1.1), submitted by Rosa Architectural Group, Inc., dated May 24, 2018
- **g.** Photometric Exhibit
- **h.** Grading, Drainage, Erosion Control & Utility Plan (C1), submitted by Rehder & Associates, Inc., dated May 23, 2018
- **i.** Details & Specifications (C2), submitted by Rehder & Associates, Inc., dated May 23, 2018
- **j.** Boundary and Topographic Survey, submitted by Rehder & Associates, Inc.
- **k.** Preliminary Plat, submitted by Rehder & Associates, Inc.
- **l.** Sanitary Sewer Connection Exhibit
- **m.** Building Renderings (pgs 1-3)

Section II. **PMD-21 District regulations.** Permitted uses and regulations applicable to the PMD-21 District is hereby amended to read as follows:

**A. Intent**

The intent of PMD-21 is to create an area for offices and "Clean and Quiet" industrial and related uses that can be developed and operated in a high quality physical environment, one which will be complementary to and compatible with the natural beauty found along East Chaska Creek.

It is intended that development within PMD-21 be characterized by relatively high employment levels, high quality jobs, and higher building to land ratios, all which support the objectives of increasing employment opportunities with the City and near downtown for the purpose of strengthening the City's non-residential tax base.

**B. Permitted Uses**

Permitted uses shall be the following:

**1. Lots 1-2, Block 1, Formacoat Addition:**

a) Office and administrative facilities
b) Light manufacturing, fabrication, compounding, processing, packaging, treatment, assembly and indoor storage of goods, products and materials
c) Scientific research, investigation, testing or experimentation
d) Uses similar in nature to those listed above and which, in the opinion of the City Council will not be detrimental to the integrity and intent of the PMD-21 District

**C. Accessory Uses**

Customary accessory uses incidental to the foregoing principal use, including but not limited to the following:

1. Off street parking and loading facilities as regulated by Section 9 of the zoning ordinance.
2. Signs as regulated by Section 10 of the Zoning Ordinance

**D. Building Setbacks**

Minimum building setbacks shall be as follows:

1. From centerline of County Road 61: 100 feet
2. From East Chaska Creek: 50 feet from edge
3. From North Property Line: 20 feet
4. Interior Property Lines: 15 feet

Minimum parking setbacks shall be as follows:

**1.** From Right-of-Way (ROW): 10 feet
**2.** From East Chaska Creek: 50 feet from edge
**3.** Interior Property Lines: 5 feet

**E. <u>Development Standards:</u>**
Development standards applicable to the I-Industrial District (Chaska Zoning Ordinance) relative to screening, loading docks, building and parking/driving area setbacks and landscaping shall apply to the PMD-21 District. Additional requirements shall be as follows:

**1.** Open storage of raw materials, supplies, and finished and semi-finished products and equipment shall not be permitted.
**2.** Uses that emanate objectionable odors shall be prohibited.

<u>Section III</u>. <u>Effective Date.</u> This Ordinance shall be in full force and effect from and after its date of passage, adoption, and publication according to law.

Passed and adopted by the City Council of the City of Chaska, Minnesota this 18th day of June, 2018.

_____
Mark Windschitl, Mayor

Attest:_____
Deputy Clerk

Formacoat LLC
12500 Zinran Avenue
Savage, MN 55378 USA
Office: 952-895-0200 Fax: 952-895-6020
www.formacoat.com

# Formacoat Project Summary Letter

June 6, 2018

Formacoat is a privately held, uniquely positioned, medical device contract manufacturing company currently located in Savage, MN. Formacoat's collaboration with customers includes access to a wide range of coating vendors and their technologies, to help us bring the right coating to each product. Each medical device coating can provide different characteristics of lubricious, abrasion resistant, hemocompatible, non-thrombogenic and biocompatible value to a device.

Mr. Mark Gross, a 27 year resident of Chaska, is owner and CEO of Formacoat, which was founded in 2002. Mr. Gross and Formacoat are submitting plans for the redevelopment of 3.85 acres of the former Chaska Building Center site located on the north side of County Road Highway 61 on the western portion of the remaining vacant lot between the existing cabinet shop building and Fire Lane.

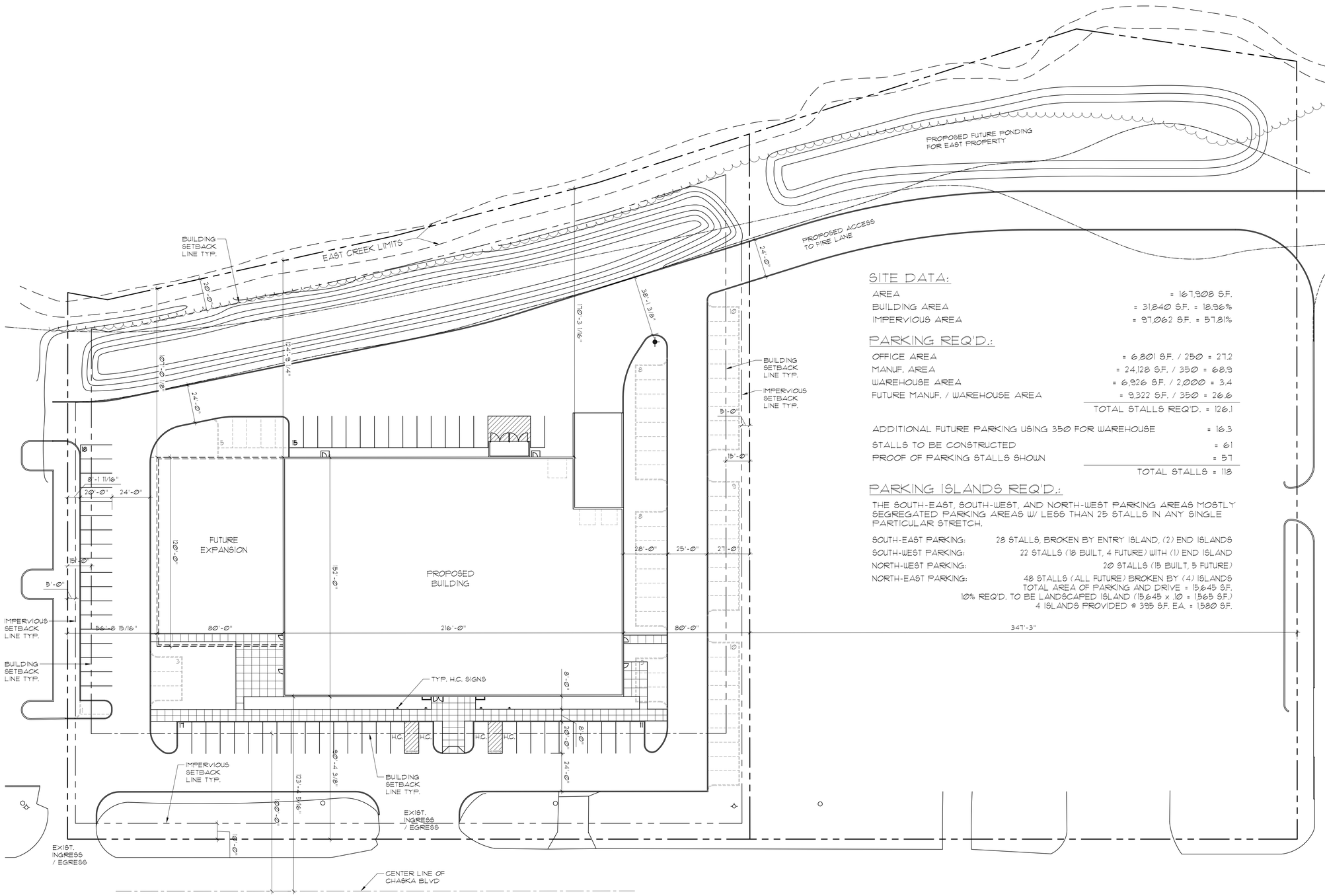
The proposed 31,840 square foot commercial building would house office, research, production and shipping facilities for Formacoat. A storage mezzanine above the proposed office area would provide additional storage for materials and packaging. The proposed building would be constructed with decorative pre-cast wall panels, accented with glass and additional architectural features to provide an impressive corporate home for Formacoat.

The new building will transfer of 14 existing jobs (full and part time) from the facility we are outgrowing. And since this move is an expansion, over the next 2-3 years another 15 full time jobs are forecasted to be created.

We continue to appreciate working with City staff and elected officials in bringing the Formacoat business and staff to the City of Chaska on a fast pace that is critical to Formacoat’s expansion needs.

With best regards,

Mark C. Gross
Formacoat LLC
12500 Zinran Ave
Savage, MN 55378




## SITE DATA:

| | |
|---|---|
| AREA | = 167,908 S.F. |
| BUILDING AREA | = 31,840 S.F. = 18.96% |
| IMPERVIOUS AREA | = 97,062 S.F. = 57.81% |

## PARKING REQ'D.:

| | |
|---|---|
| OFFICE AREA | = 6,801 S.F. / 250 = 27.2 |
| MANUF. AREA | = 24,128 S.F. / 350 = 68.9 |
| WAREHOUSE AREA | = 6,926 S.F. / 2,000 = 3.4 |
| FUTURE MANUF. / WAREHOUSE AREA | = 9,322 S.F. / 350 = 26.6 |
| TOTAL STALLS REQ'D. | = 126.1 |
| ADDITIONAL FUTURE PARKING USING 350 FOR WAREHOUSE | = 16.3 |
| STALLS TO BE CONSTRUCTED | = 61 |
| PROOF OF PARKING STALLS SHOWN | = 57 |
| TOTAL STALLS | = 118 |

## PARKING ISLANDS REQ'D.:

THE SOUTH-EAST, SOUTH-WEST, AND NORTH-WEST PARKING AREAS MOSTLY SEGREGATED PARKING AREAS W/ LESS THAN 25 STALLS IN ANY SINGLE PARTICULAR STRETCH.

| | |
|---|---|
| SOUTH-EAST PARKING: | 28 STALLS, BROKEN BY ENTRY ISLAND, (2) END ISLANDS |
| SOUTH-WEST PARKING: | 22 STALLS (18 BUILT, 4 FUTURE) WITH (1) END ISLAND |
| NORTH-WEST PARKING: | 20 STALLS (15 BUILT, 5 FUTURE) |
| NORTH-EAST PARKING: | 48 STALLS (ALL FUTURE) BROKEN BY (4) ISLANDS |

TOTAL AREA OF PARKING AND DRIVE = 15,645 S.F.
10% REQ'D. TO BE LANDSCAPED ISLAND (15,645 x .10 = 1,565 S.F.)
4 ISLANDS PROVIDED @ 395 S.F. EA. = 1,580 S.F.

1 A1.1 PROPOSED SITE PLAN
1" = 30'-0" (ON 24x36 SHEET)


Rosa Architectural Group Inc.

1084 Sterling Street
St. Paul, Minnesota 55119
tel: 651-739-7988
fax: 651-739-3165


NEW BUILDING FOR FORMACOAT

CHASKA BLVD.
CHASKA, MN

OWNER:
FORMACOAT LLC.

12500 ZINRAN AVE
SAVAGE, MN 55378-1081

CORNERSTONE CONSTRUCTION SERVICES, LLC

EDEN PRAIRIE, MN
PH: 952-944-8780

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 UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: _____

SIGNED: _____

DATE: _____ REG. NO. _____

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PRINT NAME: _____

SIGNED: _____

DATE: _____ REG. NO. _____

PRELIMINARY NOT FOR CONSTRUCTION

| | |
|---|---|
| PROJECT NUMBER: | 21816 |
| DATE: | MAY 8, 2018 |
| DRAWN BY: | JL |
| CHECKED BY: | RR |
| REVISIONS: | 5/24/18 |

**PROPOSED SITE PLAN**

# A1.1

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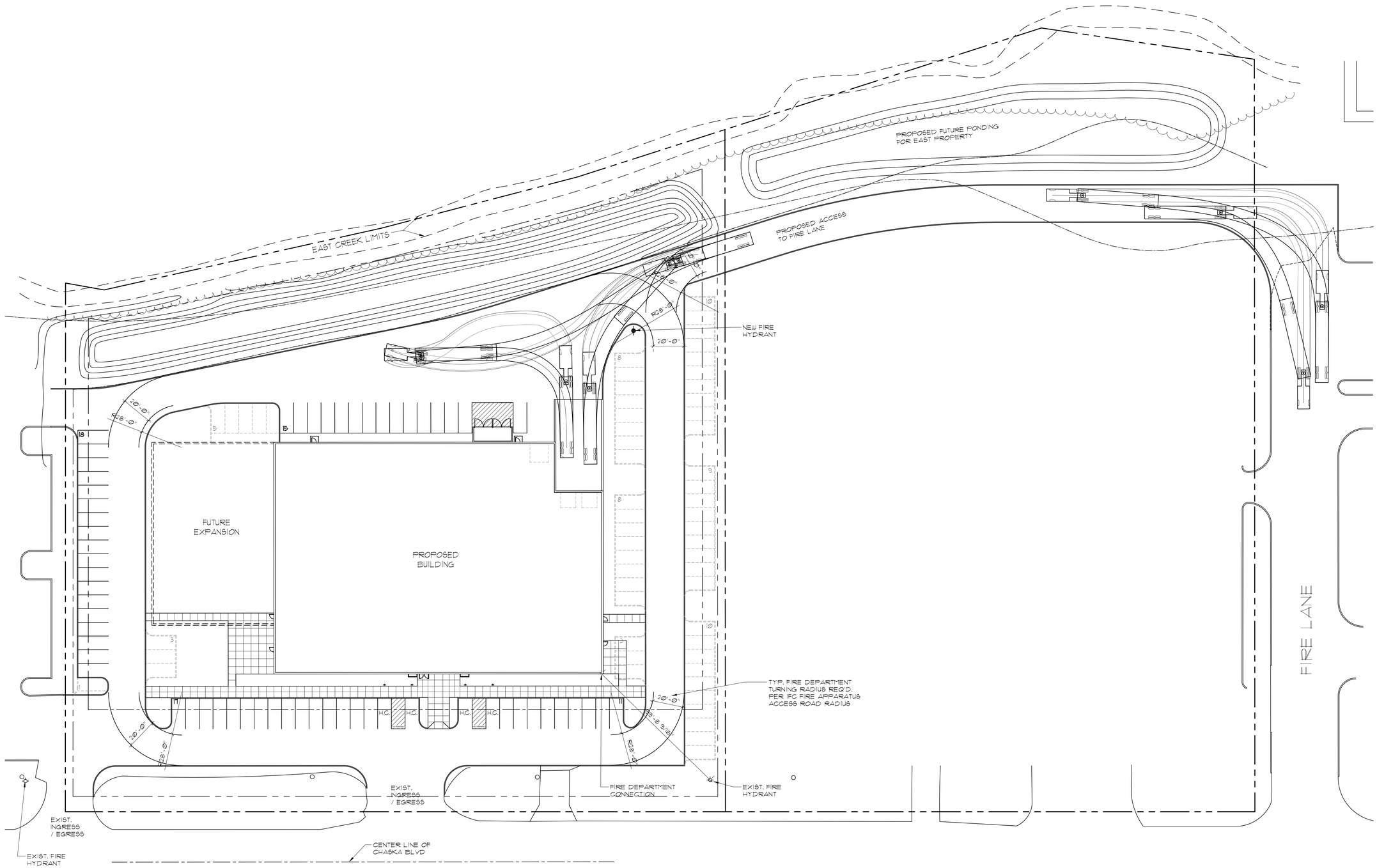


NORTH

1 / A12 TRUCK TURNING MOVEMENT SITE PLAN

1" = 30'-0" (ON 24x36 SHEET)


*Rosa Architectural Group Inc.*

**1084 Sterling Street**
**St. Paul, Minnesota 55119**
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**fax: 651-739-3165**


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PRINT NAME: _____

SIGNED: _____

DATE: _____ REG. NO. _____

PRELIMINARY NOT FOR CONSTRUCTION

| | |
|---|---|
| PROJECT NUMBER: | 21816 |
| DATE: | MAY 24, 2018 |
| DRAWN BY: | JL |
| CHECKED BY: | RR |
| REVISIONS: | |

**TRUCK TURNING MOVEMENT SITE PLAN**

# A1.2

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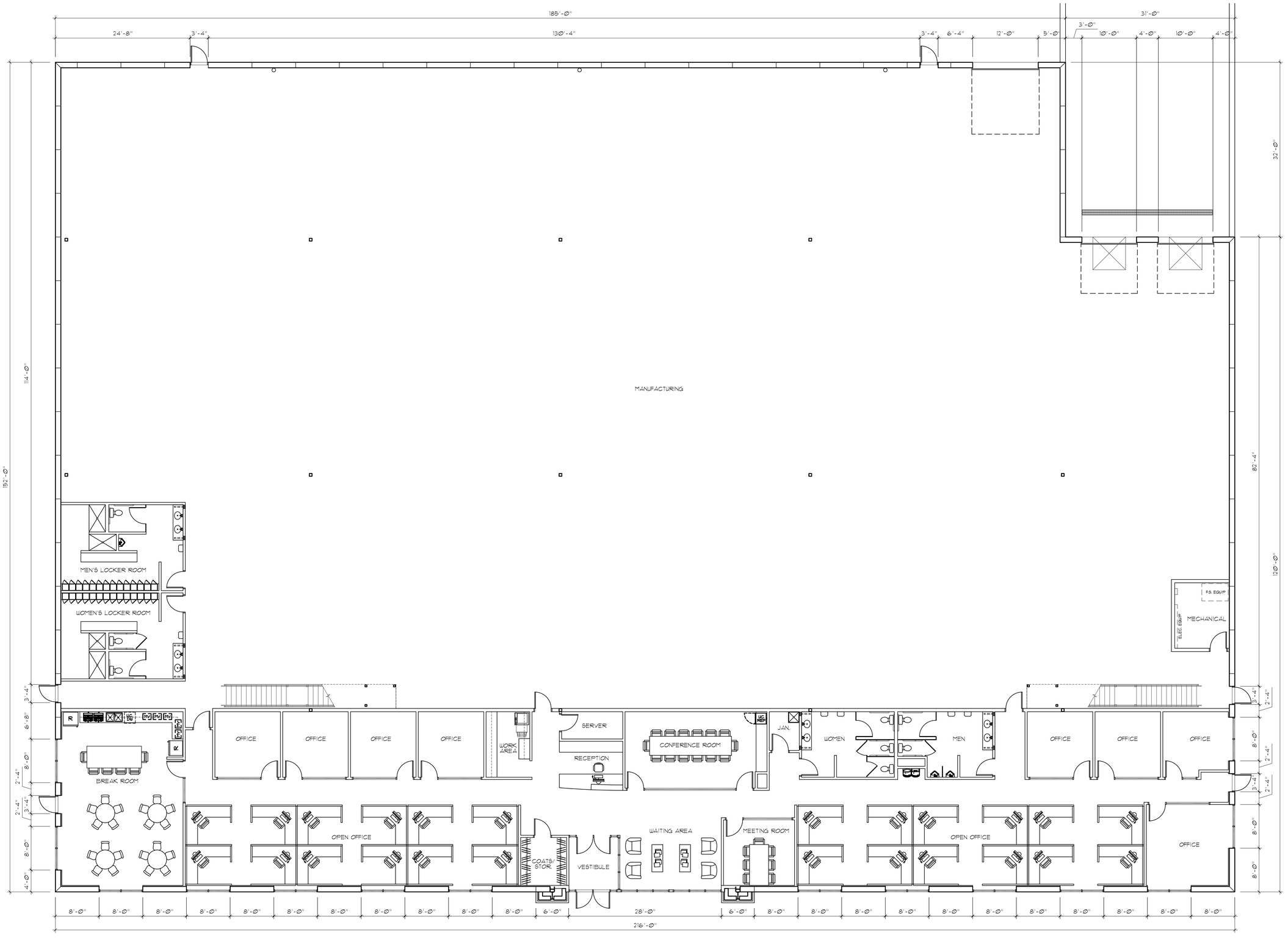


NORTH

1 A2.1 PROPOSED MAIN LEVEL FLOOR PLAN

1/8" = 1'-0" (ON 24x36 SHEET)


*Rosa Architectural Group Inc.*

***1084 Sterling Street***
***St. Paul, Minnesota 55119***
***tel: 651-739-7988***
***fax: 651-739-3165***


NEW BUILDING FOR FORMACOAT

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CHASKA, MN

OWNER:
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SAVAGE, MN 55378-1081

CORNERSTONE CONSTRUCTION SERVICES, LLC

EDEN PRAIRIE, MN
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PRELIMINARY NOT FOR CONSTRUCTION

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SIGNED: _____

DATE: _____ REG. NO. _____

| | |
|---|---|
| PROJECT NUMBER: | 21816 |
| DATE: | MAY 8, 2018 |
| DRAWN BY: | JL |
| CHECKED BY: | RR |
| REVISIONS: | |

***PROPOSED MAIN LEVEL FLOOR PLAN***

# A2.1

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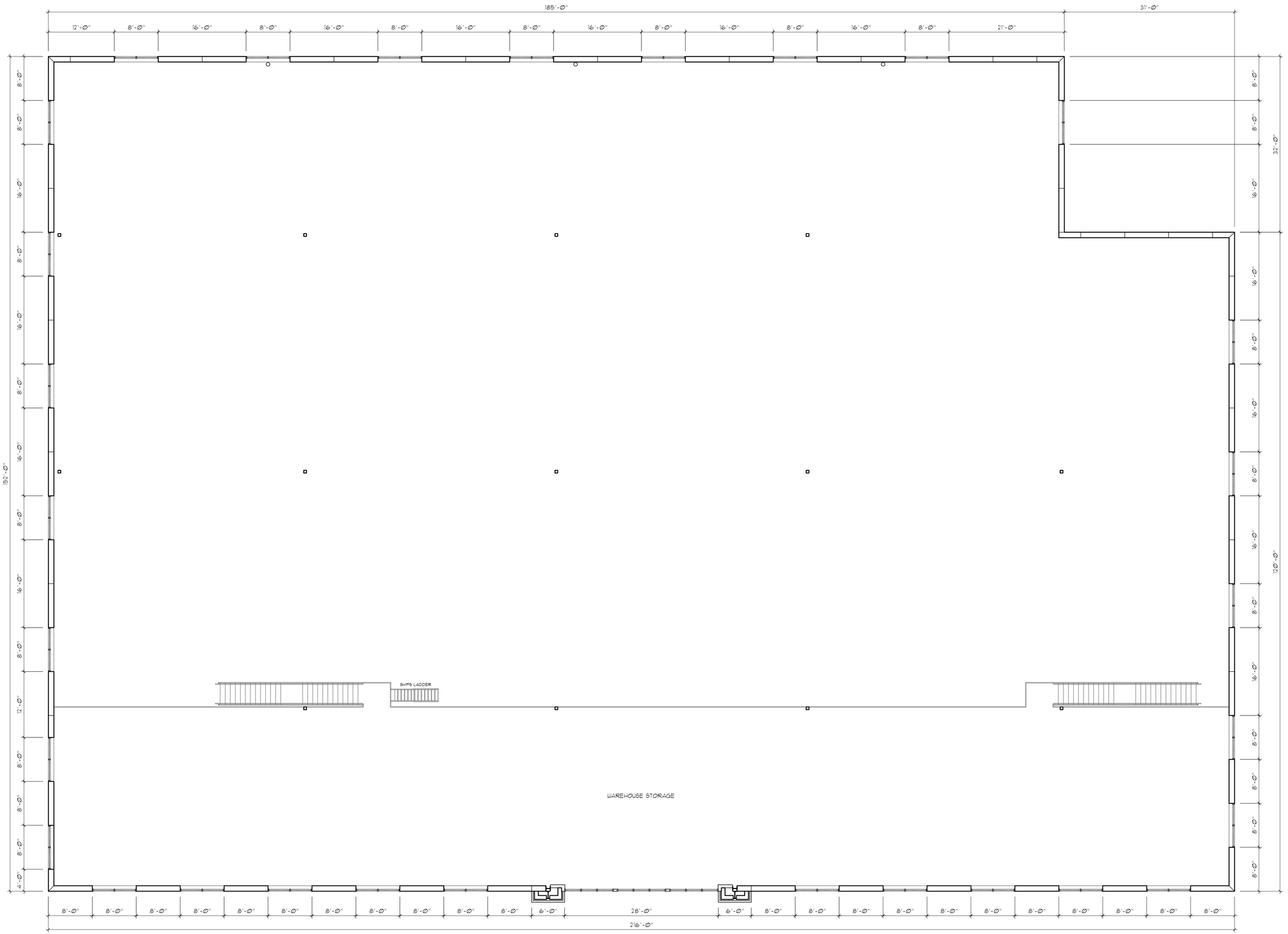


NORTH

1 / A2.2 PROPOSED SECOND LEVEL FLOOR PLAN

1/8" = 1'-0" (ON 24x36 SHEET)


*Rosa Architectural Group Inc.*

***1084 Sterling Street***
***St. Paul, Minnesota 55119***
***tel: 651-739-7988***
***fax: 651-739-3165***


NEW BUILDING FOR FORMACOAT

CHASKA BLVD.
CHASKA, MN

OWNER:
FORMACOAT LLC.

12500 ZINRAN AVE
SAVAGE, MN 55378-1081

CORNERSTONE CONSTRUCTION SERVICES, LLC

EDEN PRAIRIE, MN
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PRINT NAME: _____

SIGNED: _____

DATE: _____ REG. NO. _____

| | |
|---|---|
| PROJECT NUMBER: | 21816 |
| DATE: | MAY 8, 2018 |
| DRAWN BY: | JL |
| CHECKED BY: | RR |
| REVISIONS: | |

***PROPOSED SECOND LEVEL FLOOR PLAN***

# A2.2

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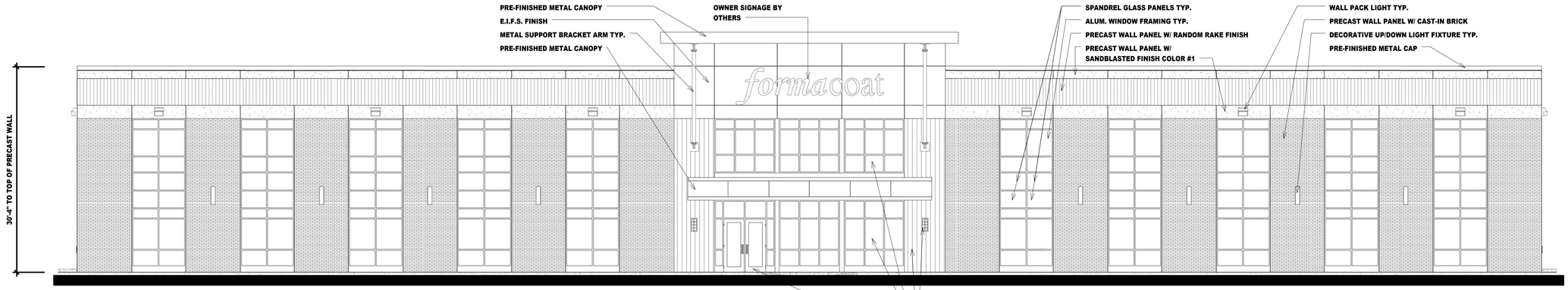
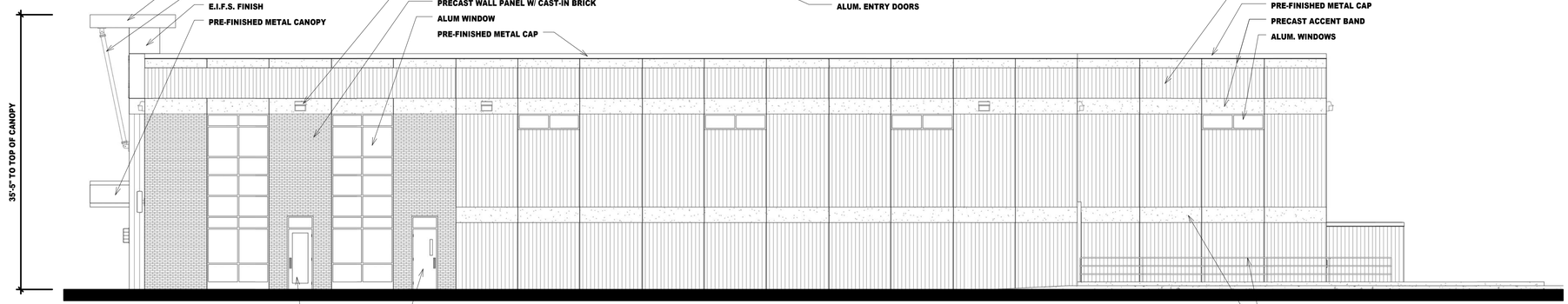
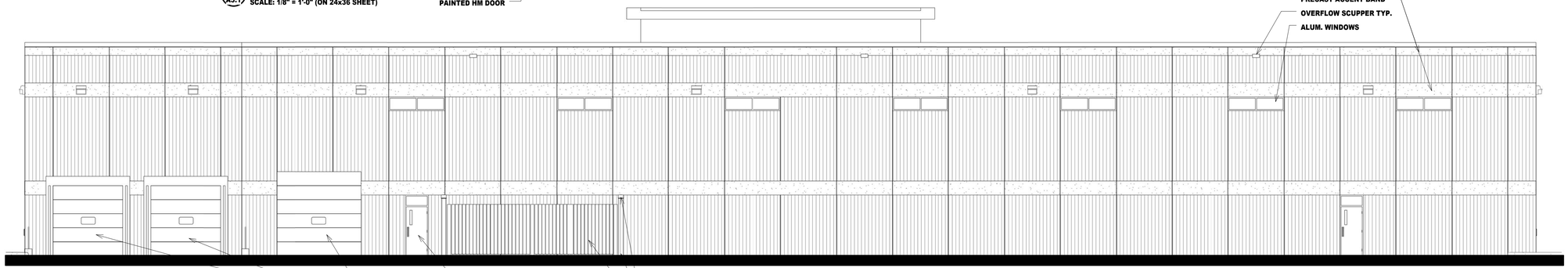



1 A3.1 **SOUTHEAST ELEVATION (FRONT)**
SCALE: 1/8" = 1'-0" (ON 24x36 SHEET)



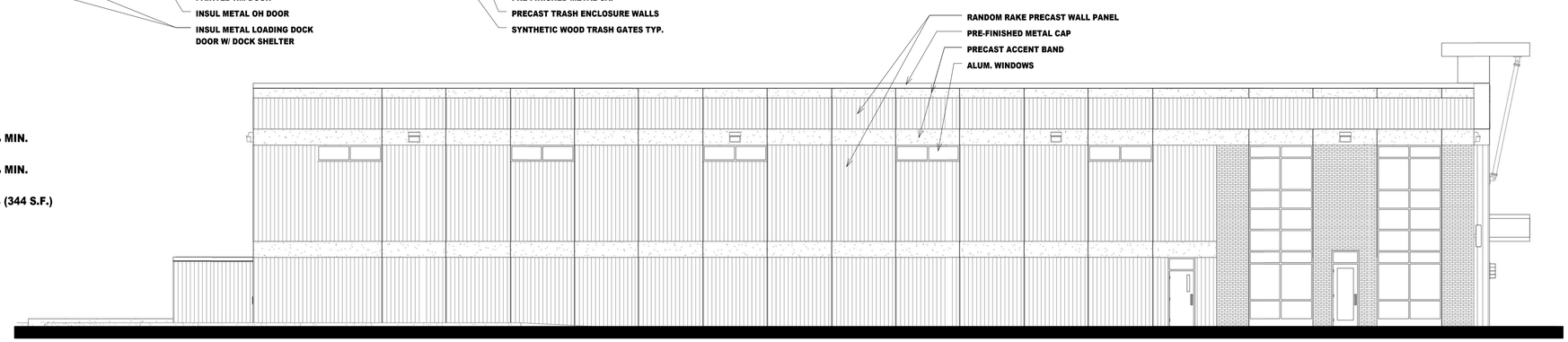

2 A3.1 **NORTHEAST ELEVATION (SIDE)**
SCALE: 1/8" = 1'-0" (ON 24x36 SHEET)




3 A3.1 **NORTHWEST ELEVATION (REAR)**
SCALE: 1/8" = 1'-0" (ON 24x36 SHEET)

**EXTERIOR ELEVATION MATERIAL:**

* **CLASS 1 MATERIAL REQUIRED: 30% MIN.**
  **PROVIDED: 33.2% (7,637.5 S.F.)**
* **CLASS 2 MATERIAL REQURIED: 30% MIN.**
  **PROVIDED: 65.3% (15,032.4 S.F.)**
* **EXTERIOR OVERHEAD DOORS: 1.5% (344 S.F.)**




4 A3.1 **SOUTHWEST ELEVATION (SIDE)**
SCALE: 1/8" = 1'-0" (ON 24x36 SHEET)

Rosa Architectural Group Inc.
1084 Sterling Street
St. Paul, Minnesota 55119
tel: 651-739-7988
fax: 651-739-3165

NEW BUILDING FOR FORMACOAT

CHASKA BLVD.
CHASKA, MN

CORNERSTONE CONSTRUCTION SERVICES, LLC

EDEN PRAIRIE, MN
PH: 952-944-8780

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PRELIMINARY NOT FOR CONSTRUCTION

PRINT NAME: _____

SIGNED: _____

DATE: _____ REG. NO. _____

PROJECT NUMBER: 21816
DATE: MAY 3, 2018
DRAWN BY: JL
CHECKED BY: RR
REVISIONS:

PROPOSED BUILDING ELEVATIONS W/ NOTES

**A3.1**

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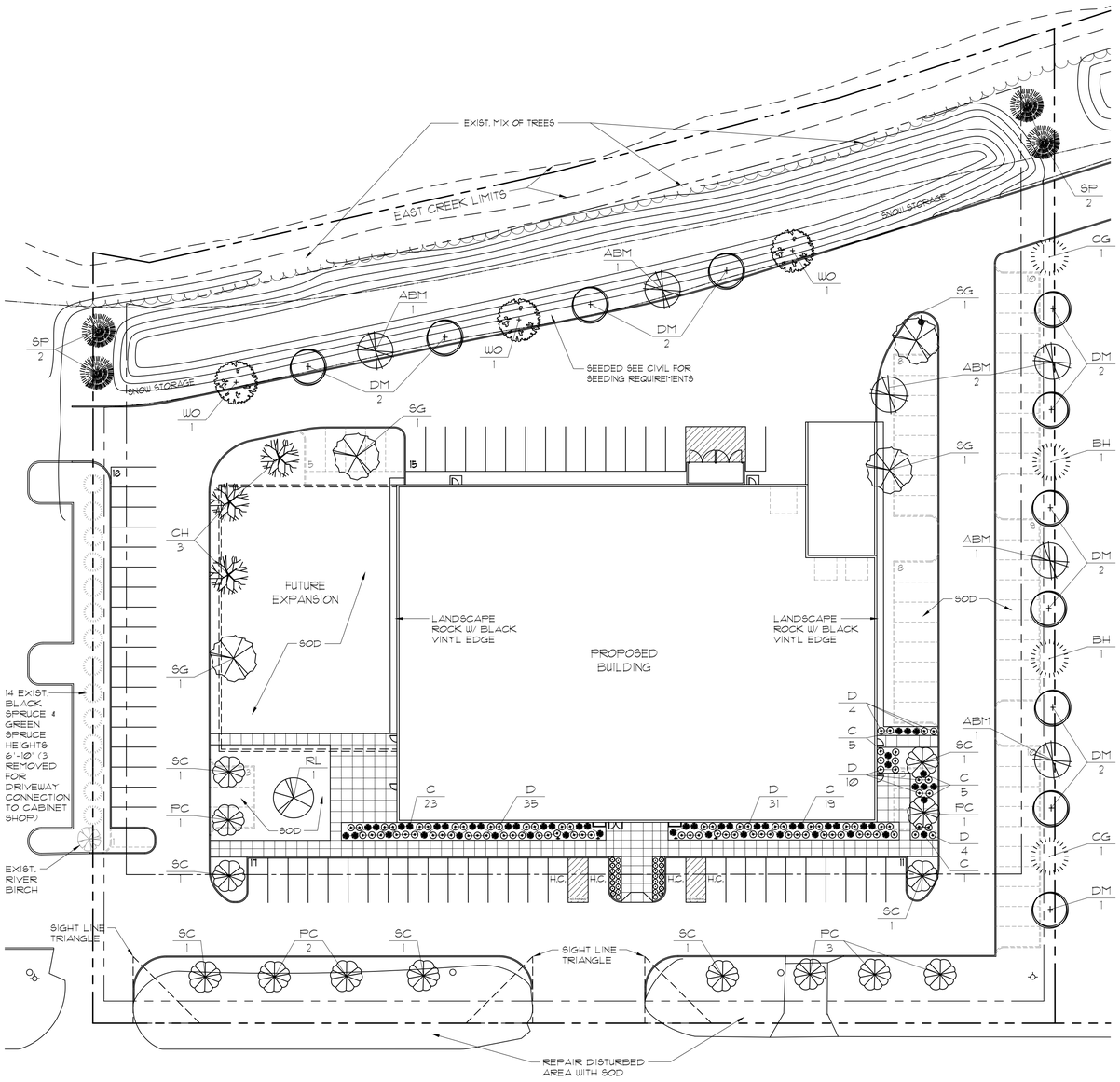
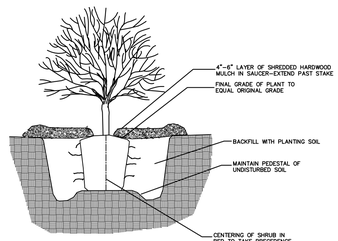


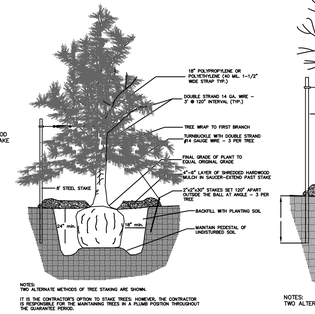

NORTH

1 / L1 PROPOSED LANDSCAPE PLAN

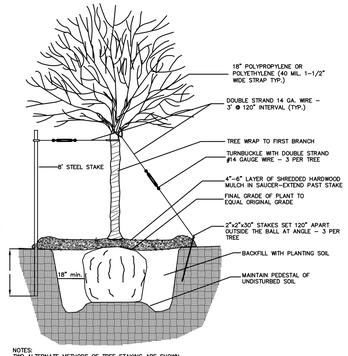
1" = 30'-0" (ON 24x36 SHEET)




SHRUB PLANTING DETAIL




CONIFEROUS TREE PLANTING DETAIL




DECIDUOUS TREE PLANTING DETAIL

## PLANTING NOTES:

Contractor shall provide one year guarantee of all plant materials. The guarantee begins on the date of the Landscape Architect's written acceptance of the initial planting. Replacement plant materials shall also have a one year guarantee commencing upon planting.

All plants to be northern–grown and hardy. Plants to be installed as per standard AAN planting practices.

Use minimum 12" loam planting soil on trees and 6" on shrubs.

Contractor shall verify locations with all utilities prior to installation of plants.

All landscaping, including the boulvard areas shall be irrigated with an underground sprinkler.

Staking of trees optional; reposition if not plumb after one year.

Wrap all smooth–barked trees–fasten top and bottom. Remove by April 1.

Open top of burlap on BB materials; remove pot on potted plants; split and break apart peat pots.

Prune plants as necessary – per standard nursery practice.

Owner shall be responsible for maintenance after acceptance of the work by the Owner.

Plants shall be immediately planted upon arrival at site. Properly heel–in materials if necessary.

All disturbed areas to be sodded unless otherwise noted. Sod shall be northern grown and hardy.

Planting beds for shrubs shall have 3" – 4" of 1–1/2" washed River rock mulch. No weed barrier fabric to be used. Seperation of stone mulch from sod shall be by 4" vertical (commercial grade) black poly edging. Edging shall be placed and staked with smooth curves and straight lines.

All planting beds shall be prepared using Preen or an approved equal weed preventative.

Organic black topsoil shall be spread over site where landscaping or sod to be placed, as per City code.

Double shredded dark brown hardwood mulch 4" deep shall be provided around all new trees.

Field adjust tree and shrub locations to fit site and avoid utility locations and any changes that may have occured to the buildings exterior and/or site in general.

Construction and soil types to be determined by the site Engineer.

Contractor to field adjust foundation shrubs to best suit space and building's architecture.

## PLANT LIST: Site Plantings

| QTY. | KEY | BOTANICAL NAME | COMMON NAME | SIZE/ROOT |
|---|---|---|---|---|
| **TREES** | | | | |
| 6 | ABM | Acer freemanii | Autumn Blaze Maple | 2–1/2" B&B |
| 11 | DM | Acer platanoides 'Deborah' | Deborah Maple | 2–1/2" B&B |
| 4 | SG | Acer x freemanii 'Sienna' | Sienna Glen Maple | 2–1/2" B&B |
| 3 | CH | Celtis occidentalis | Common Hackberry | 2–1/2" B&B |
| 1 | RL | Tilia americana 'Redmond" | Redmond Linden | 2–1/2" B&B |
| 3 | WO | Quercus bicolor | Swamp White Oak | 2–1/2" B&B |
| 7 | PC | Malus 'Prairiefire' | Prairiefire Crabapple | 2" B&B |
| 7 | SC | Malus sp. Spring Snow | Spring Snow Crab | 2" B&B |
| 2 | BH | Picea glauca 'Densata' | Black Hills Spruce | 10' B&B |
| 2 | CG | Picea pungens | Colorado Green Spruce | 10' B&B |
| 4 | SP | Pinus sylvestris | Scotch Pine | 11' B&B |
| TOTAL 50 | | | | |
| **SHRUBS** | | | | |
| 84 | D | Diervilla Loniera<br>Berberis thunbergii 'baitwo'<br>Hydrangea arborescens 'Annabelle'<br>Ribes alpinum<br>Spirea spp. | Bush Honeysuckle<br>Burgundy Carousel Barberry<br>Annabelle Hydrangea<br>Alpine Currant<br>Spirea | 5 GAL. Pot |
| 53 | C | Juniperus chinensis 'Sea Green'<br>Juniperis sabina<br>Taxus x medis 'Taunton'<br>Thuja occidentalis 'Yellow Ribbon' | Sea Green Juniper<br>Savin Juniper<br>Taunton Spreading Yem<br>Yellow Ribbon Arborvitae | 5 GAL. Pot |
| TOTAL 137 | | | | |
| ⊙ | | PERENNIALS – 1 GAL. CONT. | | |
| ⊙ | | Rudbeckia hirta 'Goldstrum'<br>Sedum x 'Autumn Joy'<br>Hemerocallis sp.<br>Calamagrostis acutiflora 'Karl Foerster' | Black Eyed Susan<br>Autumn Joy Sedum<br>Daylily<br>Karl Foerster Reed Grass | |

## LANDSCAPE REQUIREMENTS:

BLDG. AREA = 37,855 S.F. / 320 = 118.29" REQ'D. TREE CALIPER

## REQ'D. OVERSTORY TREE'S:

- 60% @ 2.5" = 118.29 x .6 = 70.97 / 2.5 = 28 REQ'D.
- 10% @ 3.0" ( 7'-4" CONIFER IS EQUAL) = 4 TOTAL REQ'D.
- 10% @ 3.5" ( 8'-6" CONIFER IS EQUAL) = 4 TOTAL REQ'D.
- 10% @ 4.0" ( 10'-0" CONIFER IS EQUAL) = 4 TOTAL REQ'D.
- 10% @ 4.5" ( 11'-0" CONIFER IS EQUAL) = 4 TOTAL REQ'D.

## REQ'D. UNDERSTORY TREE'S:

REQ'D. IS 25% OF OVERSTORY TREES REQ'D.
44 x .25 = 11 TREES REQ'D.

## REQ'D. SHRUBS:

1 PER 30' OF SITE PERIMETER OR 1 PER 300 S.F. OF BLDG.
BUILDING AREA REQUIRES MORE SHRUBS
1,673.66 / 30 = 55.78
37,855 / 300 = 126.18 = 126 REQ'D.
PROVIDED MAJOR SHRUBS = 137
PROVIDED ADDITIONAL PERENNIAL PLANTINGS IN KEY ENTRY AREA


*Rosa Architectural Group Inc.*

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**St. Paul, Minnesota 55119**
**tel: 651-739-7988**
**fax: 651-739-3165**


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PRINT NAME: _____

PRELIMINARY NOT FOR CONSTRUCTION

SIGNED: _____

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|---|---|
| PROJECT NUMBER: | 21816 |
| DATE: | MAY 8, 2018 |
| DRAWN BY: | JL |
| CHECKED BY: | RR |
| REVISIONS: | 5/24/18 |

**PROPOSED LANDSCAPE PLAN**

**L1.1**

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Schedule

| Symbol | Label | Quantity | Manufacturer | Catalog Number | Description | Lamp | Number Lamps | Filename | Lumens Per Lamp | Light Loss Factor | Wattage |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | A | 19 | Lithonia Lighting | DSXW2 LED 30C 1000 40K T4M MVOLT | DSXW2 LED WITH 3 LIGHT ENGINES, 30 LED's, 1000mA DRIVER, 4000K LED, TYPE 4 MEDIUM OPTIC | LED | 1 | DSXW2_LED_30C_1000_40K_T4M_MVOLT.ies | 11129 | 0.9 | 109 |
| | B | 8 | Lithonia Lighting | OLLWU | OUTDOOR LED WALL UPLIGHT AND DOWNLIGHT CYLINDER WITH 4000K LEDS AND POLYCARBONATE LENSES | LED | 1 | OLLWU.ies | 491 | 0.9 | 14.3 |
| | C | 2 | Lithonia Lighting | OLLWD | OUTDOOR LED WALL DOWNLIGHT CYLINDER WITH 4000K LEDS AND POLYCARBONATE LENSES | LED | 1 | OLLWD.ies | 264 | 0.9 | 8.6 |

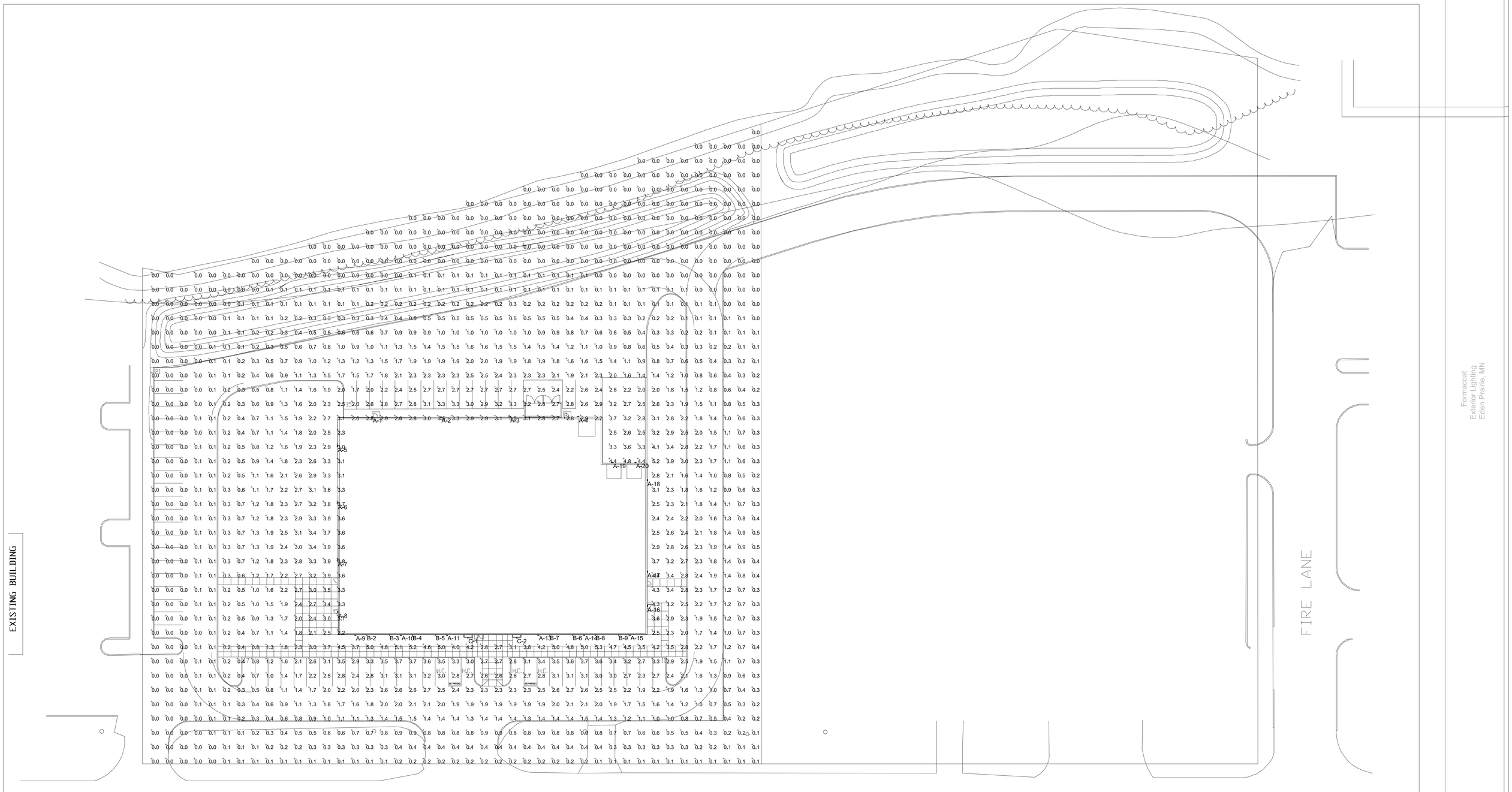
Statistics

| Description | Symbol | Avg | Max | Min | Max/Min | Avg/Min |
|---|---|---|---|---|---|---|
| Area @ Grade | + | 1.0 fc | 5.3 fc | 0.0 fc | N/A | N/A |

Note

1. Davis and Associates, Inc does not assume responsibility for the interpretation of this calculation, or compliance to local or state lighting codes and ordinances.

2. All readings/calculations are shown @ grade.




Formacoat
Exterior Lighting
Eden Prairie, MN

Designer
AM
Date
5/7/2018
Scale
As Noted
Drawing No.

Summary

## GRADING NOTES

1 – *All elevations shown are to final surfaces.*

2 – *Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.*

## INSPECTION AND MAINTENANCE

- *The site must be inspected once every seven (7) days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours.*
- *All inspections and maintenance conducted must be recorded in writing and records retained with the SWPPP.*
- *Areas of the site that have undergone final stabilization, may have the inspection of these areas reduced to once per month.*
- *All silt fence must be repaired, replaced, or supplemented within 24 hours when they become nonfunctional or the sediment reaches 1/3 of the height of the fence.*
- *Surface waters and conveyance systems must be inspected for evidence of sediment being deposited. Removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints.*
- *Construction site vehicle exit locations must have sediment removed from off–site paved surfaces within 24 hours of discovery.*
- *Infiltration areas shall be graded to finished grade when all contributing drainage areas have been stabilized. Protect infiltration area from sediment and heavy equipment compaction during/after construction with silt fence.*

## UTILITY NOTES

1 – *All sewer services to extend to a point 5' from proposed building.*

2 – *Bring water main into proposed building and cap at the floor.*

3 – *Verify all service locations and inverts with mechanical engineer before construction.*

4 – *All watermain to have a minimum of 7.5' of cover.*

## LEGEND

- PROPOSED MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED HYDRANT
- PROPOSED GATE VALVE
- PROPOSED FLARED END
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CONCRETE
- PROPOSED STD. DUTY BITUMINOUS
- PROPOSED HEAVY DUTY BITUMINOUS
- PROPOSED CONTOUR (1050)
- PROPOSED ELEVATION (1023.54)
- SILT FENCE
- INLET PROTECTION DEVICE
- CONSTRUCTION LIMITS
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE
- SOIL BORING
- DRAINAGE ARROW
- W — EXISTING WATERMAIN
- S — EXISTING SANITARY SEWER
- ST — EXISTING STORM SEWER
- G — EXISTING BURIED GAS LINE
- E — EXISTING BURIED ELECTRIC LINE
- T — EXISTING BURIED TELEPHONE LINE
- TV — EXISTING BURIED TELEVISION LINE
- 980 — EXISTING CONTOUR
- x 995.50 EXISTING ELEVATION

N

0 15 30 60 90
Scale in Feet

RIPRAP EMERGENCY OVERFLOW
EOF 731.00
FE INV 727.2
20' – 152" RCP @ 1.50%
CONTROL STRUCTURE TOP 729.70 INV 727.50
CB 1 TOP 731.40 INV 728.60 INV 724.60 (4' SUMP)
FE INV 728.5
13' – 12" RCP @ 0.77%
COORDINATE EXACT ROUTE THROUGH NEIGHBORING PROPERTY FOR CONNECTION TO EX. SANITARY SEWER
194' – 6" PVC @ 1.0% MIN.
MH 101 TOP 733.60 INV 726.50
97' – 12" RCP @ 0.48%
CB 2 TOP 731.40 INV 729.05
FE INV 728.5
74' – 15" PVC @ 0.68%
12' – 15" RCP @ 0.83%
FE INV 728.5
INFILTRATION BASIN
VOL. REQUIRED. = 10,741 CU.FT.
VOL. PROVIDED. = 11,067 CU.FT.
100–YR HWL = 730.5
CB 3 TOP 731.4 INV 728.6 INV 724.6 (4' SUMP)
15" X 8" WYE INV 728.8
99' – 8" PVC @ 0.50%
75' – 15" HDPE @ 0.41%
CB 4 TOP 731.50 INV 729.15
7' – 6" PVC @ 1.0% MIN.
INV 729.30
TRENCH DRAIN TOP 730.4
FUTURE ADDITION
BITUMINOUS AND CONCRETE
PROPOSED BUILDING
FFE = 734.50
6" X 6" TEE
38' – 6" DIP
325' – 6" DIP
FIRE DEPT. CONNECTION
3' CURB OPENING
RIPRAP SPILLWAY
3' CURB OPENING
RIPRAP SPILLWAY
Ex. Hydrant
WET TAP EX. 8" WATER MAIN
Ex. Hydrant
PROPOSED TRUCK ACCESS FROM FIRE LANE
END C&G
GV
HYD A
EXISTING BUILDING
CREEK
WOODED
SNOW COVERED
FIRE LANE
COUNTY STATE AID HIGHWAY NO. 61
(CHASKA BOULEVARD)


Rehder & Associates, Inc.
Civil Engineers, Planners and Land Surveyors
3440 Federal Drive, Suite 110 • Eagan, Minnesota 55122
651-452-5051 • Fax: 651-452-8797 • email: info@rehder.com


PROJECT NO.: 181-3037.011 DRAWING FILE: 3037011.DWG

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.

PRELIMINARY

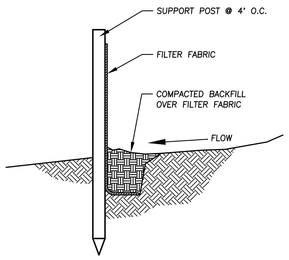
Name _____ Date _____ Reg. No. _____

Issued

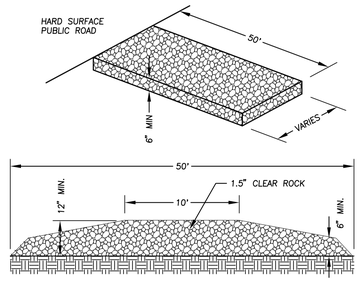
| ADDRESS CITY COMMENTS | 5-23-18 |
|---|---|
| CITY SUBMITTAL | 5-8-18 |

GRADING, DRAINAGE, EROSION CONTROL & UTILIT PLAN
FORMACOAT
CITY OF CHASKA

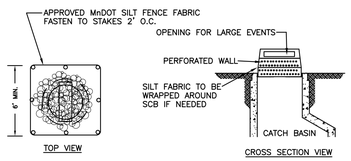
SHEET NUMBER
C1




1 / C2 — SILT FENCE
NO SCALE

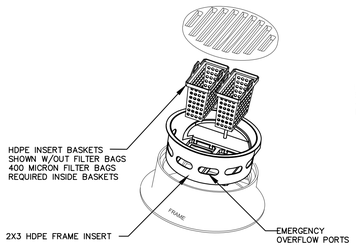


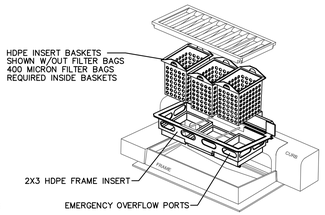

2 / C2 — ROCK CONSTRUCTION ENTRANCE
NO SCALE




NOTE: USE THIS TYPE OF INLET PROTECTION BEFORE THE CASTING IS INSTALLED.

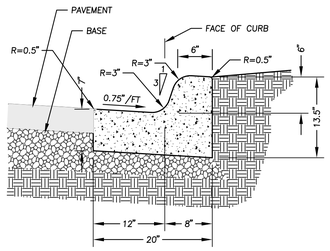
3 / C2 — INLET PROTECTION (INFRASAFE OR EQUAL)
NO SCALE



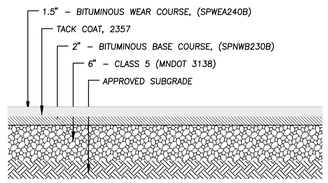

NOTE: USE THIS TYPE OF INLET PROTECTION AFTER THE CASTING IS INSTALLED.

4 / C2 — INLET PROTECTION (INFRASAFE OR EQUAL)
NO SCALE



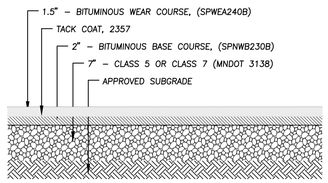

Note: Where contours indicate, ignore 0.75"/ft slope indicated above and match adjoining pavement slope to prevent gutter from "ponding".

5 / C2 — B612 CONCRETE CURB & GUTTER
NO SCALE



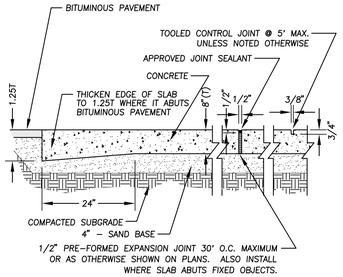

NOTE: PAVEMENT RECOMMENDATION PROVIDED BY ITCO ALLIED ENGINEERING COMPANY, PROJECT 18022

6 / C2 — STANDARD DUTY PAVEMENT SECTION
NO SCALE

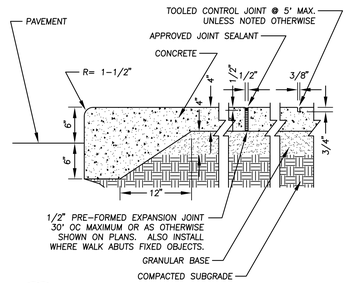



NOTE: PAVEMENT RECOMMENDATION PROVIDED BY ITCO ALLIED ENGINEERING COMPANY, PROJECT 18022

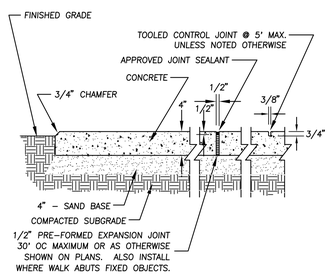
6 / C2 — HEAVY DUTY PAVEMENT SECTION
NO SCALE



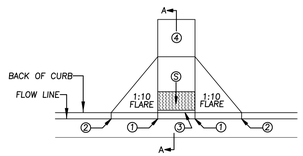

7 / C2 — CONCRETE PAVEMENT SECTION
NO SCALE

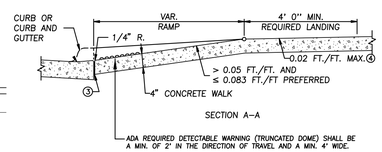



8 / C2 — SIDEWALK/INTEGRAL CURB
NO SCALE



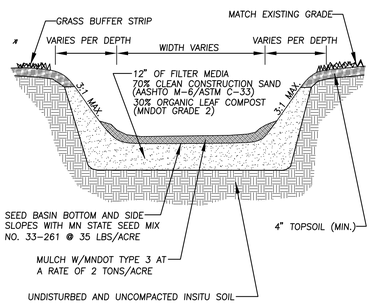

9 / C2 — CONCRETE SIDEWALK
NO SCALE




1. 0" CURB HEIGHT.
2. FULL CURB HEIGHT.
3. 1/2" PREFORMED JOINT FILLER MATERIAL AASHTO M 213. JOINT FILLER SHALL BE PLACED FLUSH WITH THE BACK OF CURB AND ADJACENT SIDEWALK. JOINT SHALL BE FREE OF DEBRIS. RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.
4. 4' BY 4' MIN. LANDING WITH MAX. 2.0% SLOPE IN ALL DIRECTIONS.
5. INDICATES PEDESTRIAN RAMP – SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%

10 / C2 — PEDESTRIAN RAMP
NO SCALE




11 / C2 — INFILTRATION BASIN X–SECTION
NO SCALE


Rehder & Associates, Inc.
Civil Engineers, Planners and Land Surveyors
3440 Federal Drive, Suite 110 • Eagan, Minnesota 55122
651-452-5051 • Fax: 651-452-8797 • email: info@rehder.com


PROJECT NO.: 181-3037.011 DRAWING FILE: 3037011.DWG

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.

PRELIMINARY

Name _____ Date _____ Reg. No. _____

Issued

| | |
|---|---|
| 5-8-18 | CITY SUBMITTAL |
| 5-23-18 | ADDRESS CITY COMMENTS |

DETAILS & SPECIFICATIONS
FORMACOAT
CITY OF CHASKA

SHEET NUMBER
C2

# Boundary and Topographic Survey for:

# FORMACOAT, LLC

## LEGEND

- Iron Monument Found
- S — Sanitary Sewer
- ST — Storm Sewer
- W — Watermain
- Hyd. — Hydrant
- GV — Gate Valve
- MH — Manhole
- CB — Catch Basin
- Inv. — Invert Elevation
- PP — Power Pole
- C — Communications Pedestal
- Concrete Surface
- Bituminous Surface
- G — Buried Gas
- C — Buried Communications
- Guy Wire

## NOTES

* Bearings shown are based on REGISTERED LAND SURVEY NO. 107.
* Utilities shown are from information furnished by the City of Chaska and respective utility companies in response to Gopher State One Call Ticket No. 180720824 and are verified where possible.
* Contact Gopher State One Call for utility locations before any construction shall begin. Phone 651-454-0002.
* Areas: 338,100 square feet (7.76 acres) including C.S.A.H. No. 61.
  319,377 square feet (7.33 acres) excluding C.S.A.H. No. 61.
* Zoning: PMD 04.
* This property is located in Flood Zone AE (base flood elevation determined) and Flood Zone X (area outside 0.2% annual chance floodplain) per Flood Insurance Rate Map Number 275234 0002 C dated July 20, 1998.
* Due to snow and ice conditions all improvements on site may not be shown.

### UTILITY STATEMENT

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are shown as accurately as possible from information available. The surveyor has not physically located the underground utilities.

### PROPERTY DESCRIPTION

Tracts F, G, H, I and J, REGISTERED LAND SURVEY NO. 107, Carver County, Minnesota.

I hereby certify that this survey was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 21st day of March, 2018.

REHDER & ASSOCIATES, INC.

Gary C. Huber, Land Surveyor
Minnesota License No. 22036

0 15 30 60 90
Scale in Feet

CREEK
N59°32'06"E 141.19
319.31
N33°22'41"E
S36°32'23"W 133.18
N61°14'02"E 25.68
N38°37'42"E 186.26
CREEK
WOODED AREA
Southerly line of Flood Zone AE per Flood Zone Map No. 275234 0002 C
Northerly line of Flood Zone X per Flood Zone Map No. 275234 0002 C
TRACT H
TRACT F
TRACT G
TRACT J
TRACT K
TRACT I
REGISTERED LAND SURVEY NO. 107
BITUMINOUS AND CONCRETE COVERED WITH SNOW
EXISTING BUILDING
EXISTING BUILDING
BRIDGE
LANE
FIRE
346.82
N38°47'31"W
493.66
S38°51'16"E
S51°11'09"W 780.13
Easement per Book "O" Of Decrees, Page 584
Highway
Overhead Wires
17" Locust
26" Spruce
Top 733.99 Inv. 725.3 MH
Top 732.15 Inv. 723.8 MH
Top 727.05
Top 731.12 Inv. 727.4 CB
Top 736.17 Inv. 732.2 MH
Top 732.08 Inv. 731.5 MH
Inv. 733.57
Inv. 734.12
Inv. 732.6
Inv. 728.9
Inv. 728.2
Inv. 729.1
Inv. 730.1
Inv. 730.4
Inv. 731.3
Inv. 727.2
Top 729.97 Inv. 724.0 CB
Top 730.33 Inv. 724.4 CB
Top 731.96 Inv. 726.1 CB
Top 734.21 Inv. 727.8 CB

COUNTY STATE AID HIGHWAY NO. 61
(CHASKA BOULEVARD)

Rehder and Associates, Inc.
CIVIL ENGINEERS AND LAND SURVEYORS
3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

JOB: 184-3037.010

# Preliminary Plat of:

# FORMACOAT ADDITION

## LEGEND

- Iron Monument Found
- S — Sanitary Sewer
- ST — Storm Sewer
- W — Watermain
- Hyd. — Hydrant
- GV — Gate Valve
- MH — Manhole
- CB — Catch Basin
- Inv. — Invert Elevation
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- Bituminous Surface
- G — Buried Gas
- C — Buried Communications
- Guy Wire

## NOTES

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* Contact Gopher State One Call for utility locations before any construction shall begin. Phone 651-454-0002.
* Areas: 338,100 square feet (7.76 acres) including C.S.A.H. No. 61.
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* Zoning: PMD 04.
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0 15 30 60 90
Scale in Feet

## PROPERTY DESCRIPTION

Tracts F, G, H, I and J, REGISTERED LAND SURVEY NO. 107, Carver County, Minnesota.

I hereby certify that this preliminary plat was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 21st day of March, 2018.

REHDER & ASSOCIATES, INC.

Gary C. Huber, Land Surveyor
Minnesota License No. 22036

LOT 1
157,519 square feet (3.62 acres)

LOT 2
161,858 square feet (3.72 acres)

BLOCK 1

TRACT H
TRACT F
TRACT G
TRACT J
TRACT K
REGISTERED LAND SURVEY NO. 107
TRACT A

CREEK
WOODED AREA
BITUMINOUS AND CONCRETE COVERED WITH SNOW
EXISTING BUILDING
EXISTING BUILDING
BRIDGE
FIRE LANE

N38°37'42"E 186.26
S36°32'23"W 133.18
N33°22'41"E 101.3
N59°32'06"E 141.19
N61°14'02"E 25.68
N38°47'31"W 346.82
S38°51'16"E 493.66
S51°11'09"W 780.13
423.5
469.7
218.0
319.31
347.2
432.9

Southerly line of Flood Zone AE per Flood Zone Map No. 275234 0002 C
Northerly line of Flood Zone X per Flood Zone Map No. 275234 0002 C
Proposed Drainage and Utility Easement
Proposed Drainage and Utility Easement
Proposed Drainage and Utility Easement
Highway Easement per Book "O" Of Decrees, Page 584

COUNTY STATE AID HIGHWAY NO. 61
COUNTY STATE AID HIGHWAY NO. 61 (CHASKA BOULEVARD)

Top 733.99 Inv. 725.3 MH
Top 732.15 Inv. 723.8 MH
Top 727.05
Top 731.12 Inv. 727.4 CB
Inv. 729.1
Inv. 728.2
Inv. 728.9
Inv. 729.9
Inv. 727.2
Inv. 728.2
Inv. 730.1
Inv. 730.4
Inv. 730.9
Inv. 731.3
Top 736.17 Inv. 732.2 MH
Inv. 733.57
Inv. 734.12
Top 735.08 Inv. 731.5 MH
Inv. 732.6
Top 729.97 Inv. 724.0 CB
Top 730.33 Inv. 724.4 CB
Top 731.96 Inv. 726.1 CB
Top 734.21 Inv. 727.8 CB

17" Locust
26" Spruce
Overhead Wires

### DEVELOPER

Formacoat, LLC
12500 Zinran Avenue
Savage, Minnesota 55378
Phone: 952-905-3672
Attention: Mark C. Gross

### ARCHITECT

Rosa Architectual Group, Inc.
1084 Sterling Street
St. Paul, Minnesota 55119
Phone: 651-739-7988
Attention: Russ Rosa

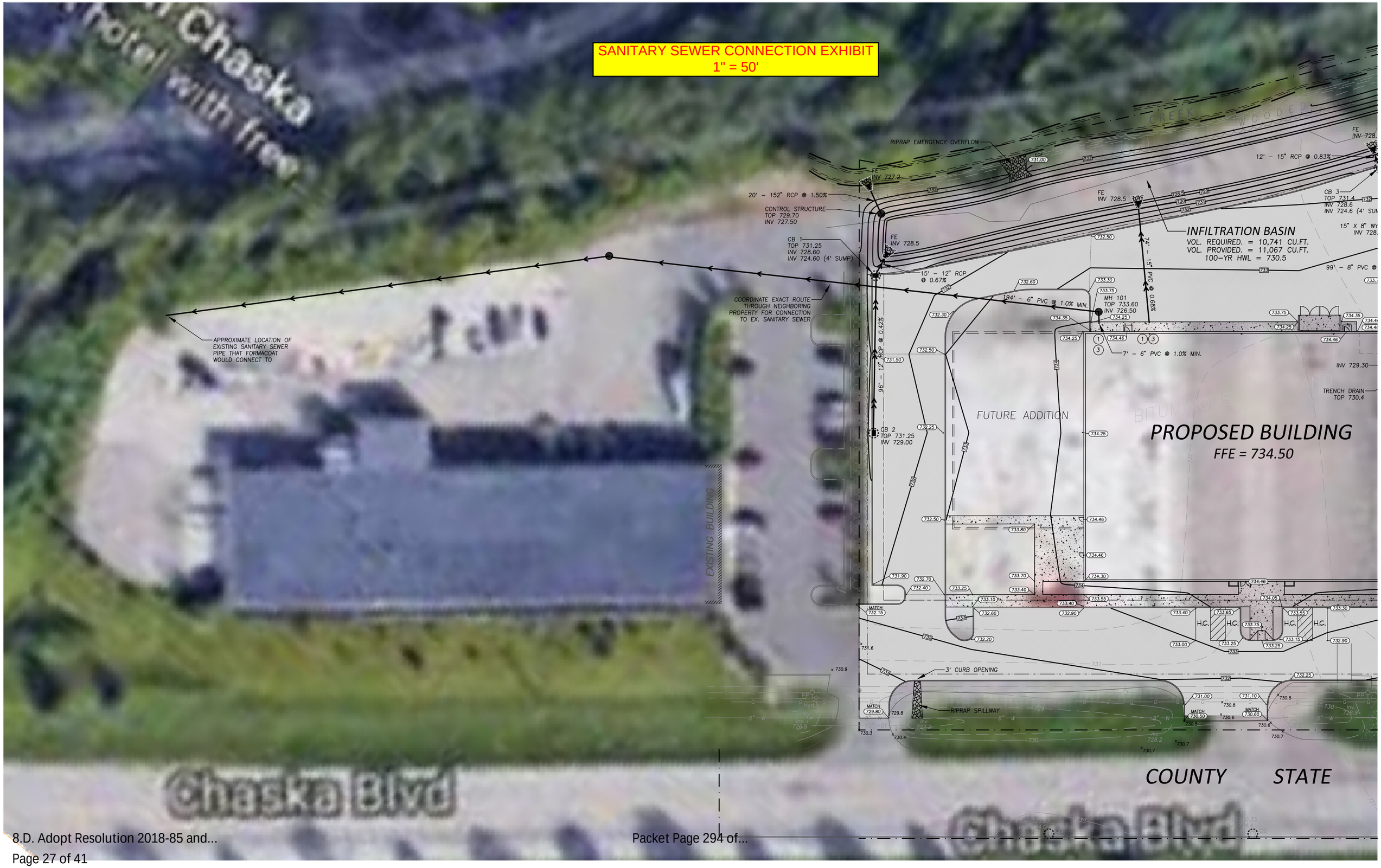
### SURVEYOR/ENGINEER

Rehder & Associates, Inc.
3440 Federal Drive
Suite 110
Eagan, Minnesota 55122
Phone: 651-452-5051
Attention: Nick Adam

**Rehder and Associates, Inc.**
CIVIL ENGINEERS AND LAND SURVEYORS
3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

JOB: 184-3037.010

# SANITARY SEWER CONNECTION EXHIBIT
1" = 50'



formacoat

formacoat

d-series

# D-Series Size 2
## LED Wall Luminaire

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

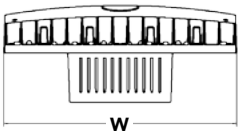
## Specifications

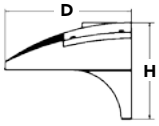
### Luminaire

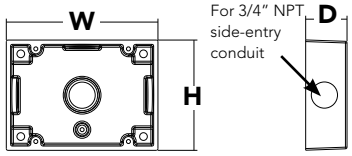
| | | | |
|---|---|---|---|
| **Width:** | 18-1/2" (47.0 cm) | **Weight:** | 21 lbs (9.5 kg) |
| **Depth:** | 10" (25.4 cm) | | |
| **Height:** | 7-5/8" (19.4 cm) | | |

### Back Box (BBW)

| | | | |
|---|---|---|---|
| **Width:** | 5-1/2" (14.0 cm) | **BBW Weight:** | 1 lbs (0.5 kg) |
| **Depth:** | 1-1/2" (3.8 cm) | | |
| **Height:** | 4" (10.2 cm) | | |




A+ Capable options indicated by this color background.

## A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is A+ Certified when ordered with DTL® controls marked by a shaded background. DTL DLL equipped luminaires meet the A+ specification for luminaire to photocontrol interoperability1
- This luminaire is part of an A+ Certified solution for ROAM® or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background[1]

To learn more about A+, visit www.acuitybrands.com/aplus.

1. See ordering tree for details.
2. A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately: Link to Roam; Link to DTL DLL

## Ordering Information

**EXAMPLE:** DSXW2 LED 30C 700 40K T3M MVOLT DDBTXD

| DSXW2 LED | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Series** | **LEDs** | **Drive Current** | **Color temperature** | **Distribution** | **Voltage** | **Mounting** | **Control Options** |
| DSXW2 LED | 20C 20 LEDs (two engines)<br>30C 30 LEDs (three engines) | 350 350 mA<br>530 530 mA<br>700 700 mA<br>1000 1000 mA[1] (1 A) | 30K 3000 K<br>40K 4000 K<br>50K 5000 K<br>AMBPC Amber phosphor converted[2] | T2S Type II Short<br>T2M Type II Medium<br>T3S Type III Short<br>T3M Type III Medium<br>T4M Type IV Medium<br>TFTM Forward Throw Medium<br>ASYDF Asymmetric diffuse | MVOLT[3]<br>120[4]<br>208[4]<br>240[4]<br>277[4]<br>347[4,5]<br>480[4,5] | **Shipped included**<br>(blank) Surface mounting bracket<br>**Shipped separately**[6]<br>BBW Surface-mounted back box (for conduit entry) | **Shipped installed**<br>PE Photoelectric cell, button type[7]<br>PER NEMA twist-lock receptacle only (control ordered separate)[8]<br>PER5 Five-wire receptacle only (control ordered separate)[8,9]<br>PER7 Seven-wire receptacle only (control ordered separate)[8,9]<br>DMG 0-10V dimming driver (control ordered separate)<br>PIR 180° motion/ambient light sensor, <15' mtg ht[10,11]<br>PIRH 180° motion/ambient light sensor, 15-30' mtg ht[10,11]<br>PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc[11,12]<br>PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[11,12] |

| Other Options | | | | Finish *(required)* | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Shipped installed** | | **Shipped separately**[13] | | DDBXD | Dark bronze | DSSXD | Sandstone | DWHGXD | Textured white |
| SF | Single fuse (120, 277, 347V)[3] | BSW | Bird-deterrent spikes | DBLXD | Black | DDBTXD | Textured dark bronze | DSSTXD | Textured sandstone |
| DF | Double fuse (208, 240, 480V)[3] | WG | Wire guard | DNAXD | Natural aluminum | DBLBXD | Textured black | | |
| HS | House-side shield[4] | VG | Vandal guard | DWHXD | White | DNATXD | Textured natural aluminum | | |
| SPD | Separate surge protection[13] | | | | | | | | |



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## Ordering Information

### Accessories

*Ordered and shipped separately.*

| | |
|---|---|
| DLL127F 1.5 JU | Photocell - SSL twist-lock (120-277V) [14] |
| DLL347F 1.5 CUL JU | Photocell - SSL twist-lock (347V) [14] |
| DLL480F 1.5 CUL JU | Photocell - SSL twist-lock (480V) [14] |
| DSHORT SBK U | Shorting cap (Included when ordering PER, PER5 or PER7) [14] |
| DSXWHS U | House-side shield (one per light engine) |
| DSXWBSW U | Bird-deterrent spikes |
| DSXW2WG U | Wire guard accessory |
| DSXW2VG U | Vandal guard accessory |
| DSXW2BBW DDBXD U | Back box accessory (specify finish) |

*For more control options, visit DTL and ROAM online.*

**NOTES**

1 1000mA is not available with AMBPC.
2 AMBPC is not available with 1000mA.
3 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
4 Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
5 Available with 30 LED/700mA options only (DSXW2 LED 30C 700). DMG option not available.
6 Also available as a separate accessory; see Accessories information.
7 Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
8 Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
9 If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Shorting Cap included.
10 Reference Motion Sensor table on page 3.
11 Reference PER Table on page 3 for functionality.
12 PIR and PIR1FC3V specify the SensorSwitch SBGR-10-ODP control; PIRH and PIRH1FC3V specify the SensorSwitch SBGR-6-ODP control; see Motion Sensor Guide for details. Dimming driver standard. Not available with PER5 or PER7. Separate on/off required.
13 See the electrical section on page 2 for more details.
14 Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item. See PER Table.

## Performance Data

### Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

| LEDs | Drive Current (mA) | System Watts | Dist. Type | 30K | | | | | 40K | | | | | 50K | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW |
| 20C (20 LEDs) | 350 mA | 25W | T2S | 2,783 | 1 | 0 | 1 | 111 | 2,989 | 1 | 0 | 1 | 120 | 3,008 | 1 | 0 | 1 | 120 |
| | | | T2M | 2,709 | 1 | 0 | 1 | 108 | 2,908 | 1 | 0 | 1 | 116 | 2,926 | 1 | 0 | 1 | 117 |
| | | | T3S | 2,748 | 1 | 0 | 1 | 110 | 2,951 | 1 | 0 | 1 | 118 | 2,969 | 1 | 0 | 1 | 119 |
| | | | T3M | 2,793 | 1 | 0 | 1 | 112 | 2,999 | 1 | 0 | 1 | 120 | 3,018 | 1 | 0 | 1 | 121 |
| | | | T4M | 2,756 | 1 | 0 | 1 | 110 | 2,959 | 1 | 0 | 1 | 118 | 2,977 | 1 | 0 | 1 | 119 |
| | | | TFTM | 2,753 | 1 | 0 | 1 | 110 | 2,956 | 1 | 0 | 1 | 118 | 2,975 | 1 | 0 | 1 | 119 |
| | 530 mA | 36W | T2S | 4,030 | 1 | 0 | 1 | 112 | 4,327 | 1 | 0 | 1 | 120 | 4,354 | 1 | 0 | 1 | 121 |
| | | | T2M | 3,920 | 1 | 0 | 1 | 109 | 4,210 | 1 | 0 | 1 | 117 | 4,236 | 1 | 0 | 1 | 118 |
| | | | T3S | 3,978 | 1 | 0 | 1 | 111 | 4,272 | 1 | 0 | 1 | 119 | 4,299 | 1 | 0 | 1 | 119 |
| | | | T3M | 4,044 | 1 | 0 | 2 | 112 | 4,343 | 1 | 0 | 2 | 121 | 4,370 | 1 | 0 | 2 | 121 |
| | | | T4M | 3,990 | 1 | 0 | 1 | 111 | 4,284 | 1 | 0 | 1 | 119 | 4,310 | 1 | 0 | 1 | 120 |
| | | | TFTM | 3,987 | 1 | 0 | 1 | 111 | 4,281 | 1 | 0 | 1 | 119 | 4,308 | 1 | 0 | 1 | 120 |
| | 700 mA | 47W | T2S | 5,130 | 1 | 0 | 1 | 109 | 5,509 | 1 | 0 | 1 | 117 | 5,544 | 1 | 0 | 1 | 118 |
| | | | T2M | 4,991 | 1 | 0 | 2 | 106 | 5,360 | 1 | 0 | 2 | 114 | 5,393 | 1 | 0 | 2 | 115 |
| | | | T3S | 5,066 | 1 | 0 | 1 | 108 | 5,440 | 1 | 0 | 1 | 116 | 5,474 | 1 | 0 | 1 | 116 |
| | | | T3M | 5,148 | 1 | 0 | 2 | 110 | 5,529 | 1 | 0 | 2 | 118 | 5,563 | 1 | 0 | 2 | 118 |
| | | | T4M | 5,080 | 1 | 0 | 2 | 108 | 5,455 | 1 | 0 | 2 | 116 | 5,488 | 1 | 0 | 2 | 117 |
| | | | TFTM | 5,075 | 1 | 0 | 2 | 108 | 5,450 | 1 | 0 | 2 | 116 | 5,484 | 1 | 0 | 2 | 117 |
| | 1000 mA | 73W | T2S | 7,147 | 2 | 0 | 2 | 98 | 7,675 | 2 | 0 | 2 | 105 | | | | | |
| | | | T2M | 6,954 | 2 | 0 | 2 | 95 | 7,467 | 2 | 0 | 2 | 102 | | | | | |
| | | | T3S | 7,057 | 1 | 0 | 2 | 97 | 7,579 | 1 | 0 | 2 | 104 | | | | | |
| | | | T3M | 7,172 | 2 | 0 | 3 | 98 | 7,702 | 2 | 0 | 3 | 106 | | | | | |
| | | | T4M | 7,076 | 1 | 0 | 2 | 97 | 7,599 | 1 | 0 | 2 | 104 | | | | | |
| | | | TFTM | 7,071 | 1 | 0 | 2 | 97 | 7,594 | 1 | 0 | 2 | 104 | | | | | |
| 30C (30 LEDs) | 350 mA | 36W | T2S | 4,160 | 1 | 0 | 1 | 116 | 4,467 | 1 | 0 | 1 | 124 | 4,494 | 1 | 0 | 1 | 125 |
| | | | T2M | 4,048 | 1 | 0 | 1 | 112 | 4,346 | 1 | 0 | 2 | 121 | 4,373 | 1 | 0 | 2 | 121 |
| | | | T3S | 4,108 | 1 | 0 | 1 | 114 | 4,411 | 1 | 0 | 1 | 123 | 4,438 | 1 | 0 | 1 | 123 |
| | | | T3M | 4,174 | 1 | 0 | 2 | 116 | 4,483 | 1 | 0 | 2 | 125 | 4,510 | 1 | 0 | 2 | 125 |
| | | | T4M | 4,119 | 1 | 0 | 1 | 114 | 4,423 | 1 | 0 | 2 | 123 | 4,450 | 1 | 0 | 2 | 124 |
| | | | TFTM | 4,115 | 1 | 0 | 1 | 114 | 4,419 | 1 | 0 | 1 | 123 | 4,446 | 1 | 0 | 1 | 124 |
| | 530 mA | 54W | T2S | 6,001 | 1 | 0 | 1 | 111 | 6,444 | 1 | 0 | 1 | 119 | 6,484 | 1 | 0 | 1 | 120 |
| | | | T2M | 5,838 | 1 | 0 | 2 | 108 | 6,270 | 2 | 0 | 2 | 116 | 6,308 | 2 | 0 | 2 | 117 |
| | | | T3S | 5,926 | 1 | 0 | 2 | 110 | 6,364 | 1 | 0 | 2 | 118 | 6,403 | 1 | 0 | 2 | 119 |
| | | | T3M | 6,023 | 1 | 0 | 2 | 112 | 6,467 | 1 | 0 | 2 | 120 | 6,507 | 1 | 0 | 2 | 121 |
| | | | T4M | 5,942 | 1 | 0 | 2 | 110 | 6,380 | 1 | 0 | 2 | 118 | 6,420 | 1 | 0 | 2 | 119 |
| | | | TFTM | 5,937 | 1 | 0 | 2 | 110 | 6,376 | 1 | 0 | 2 | 118 | 6,415 | 1 | 0 | 2 | 119 |
| | 700 mA | 71W | T2S | 7,403 | 2 | 0 | 2 | 104 | 8,170 | 2 | 0 | 2 | 115 | 8,221 | 2 | 0 | 2 | 116 |
| | | | T2M | 7,609 | 2 | 0 | 2 | 107 | 7,949 | 2 | 0 | 2 | 112 | 7,998 | 2 | 0 | 2 | 113 |
| | | | T3S | 7,513 | 1 | 0 | 2 | 106 | 8,068 | 1 | 0 | 2 | 114 | 8,118 | 1 | 0 | 2 | 114 |
| | | | T3M | 7,635 | 2 | 0 | 3 | 108 | 8,199 | 2 | 0 | 3 | 115 | 8,250 | 2 | 0 | 3 | 116 |
| | | | T4M | 7,534 | 1 | 0 | 2 | 106 | 8,089 | 1 | 0 | 2 | 114 | 8,140 | 1 | 0 | 2 | 115 |
| | | | TFTM | 7,527 | 1 | 0 | 2 | 106 | 8,082 | 2 | 0 | 2 | 114 | 8,134 | 2 | 0 | 2 | 115 |
| | 1000 mA | 109W | T2S | 10,468 | 2 | 0 | 2 | 96 | 11,241 | 2 | 0 | 2 | 103 | | | | | |
| | | | T2M | 10,184 | 2 | 0 | 3 | 93 | 10,936 | 2 | 0 | 3 | 100 | | | | | |
| | | | T3S | 10,335 | 2 | 0 | 2 | 95 | 11,099 | 2 | 0 | 2 | 102 | | | | | |
| | | | T3M | 10,505 | 2 | 0 | 3 | 96 | 11,280 | 2 | 0 | 3 | 103 | | | | | |
| | | | T4M | 10,365 | 2 | 0 | 2 | 95 | 11,129 | 2 | 0 | 2 | 102 | | | | | |
| | | | TFTM | 10,356 | 2 | 0 | 2 | 95 | 11,121 | 2 | 0 | 3 | 102 | | | | | |

**Note:**
Available with phosphor-converted amber LED's (nomenclature AMBPC). These LED's produce light with 97+% >530 nm.
Output can be calculated by applying a 0.7 factor to 4000 K lumen values and photometric files.


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## Performance Data

### Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

| Ambient | | Lumen Multiplier |
|---|---|---|
| 0°C | 32°F | 1.02 |
| 10°C | 50°F | 1.01 |
| 20°C | 68°F | 1.00 |
| **25°C** | **77°F** | **1.00** |
| 30°C | 86°F | 1.00 |
| 40°C | 104°F | 0.98 |

### Electrical Load

| | | | Current (A) | | | | | |
|---|---|---|---|---|---|---|---|---|
| LEDs | Drive Current (mA) | System Watts | 120V | 208V | 240V | 277V | 347V | 480V |
| 20C | 350 | 25 W | 0.23 | 0.13 | 0.12 | 0.10 | - | - |
| | 530 | 36 W | 0.33 | 0.19 | 0.17 | 0.14 | - | - |
| | 700 | 47 W | 0.44 | 0.25 | 0.22 | 0.19 | - | - |
| | 1000 | 74 W | 0.68 | 0.39 | 0.34 | 0.29 | - | - |
| 30C | 350 | 36 W | 0.33 | 0.19 | 0.17 | 0.14 | - | - |
| | 530 | 54 W | 0.50 | 0.29 | 0.25 | 0.22 | - | - |
| | 700 | 71 W | 0.66 | 0.38 | 0.33 | 0.28 | 0.23 | 0.16 |
| | 1000 | 109 W | 1.01 | 0.58 | 0.50 | 0.44 | - | - |

### Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **DSXW2 LED 30C 1000** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

| Operating Hours | 0 | 25,000 | 50,000 | 100,000 |
|---|---|---|---|---|
| Lumen Maintenance Factor | 1.0 | 0.95 | 0.92 | 0.87 |

### Motion Sensor Default Settings

| Option | Dimmed State | High Level (when triggered) | Photocell Operation | Dwell Time | Ramp-up Time | Ramp-down Time |
|---|---|---|---|---|---|---|
| *PIR or PIRH | 3V (37%) Output | 10V (100%) Output | Enabled @ 5FC | 5 min | 3 sec | 5 min |
| PIR1FC3V or PIRH1FC3V | 3V (37%) Output | 10V (100%) Output | Enabled @ 1FC | 5 min | 3 sec | 5 min |

*for use with Inline Dusk to Dawn or timer

### PER Table

| Control | PER (3 wire) | PER5 (5 wire) | | PER7 (7 wire) | | |
|---|---|---|---|---|---|---|
| | | | Wire 4/Wire5 | | Wire 4/Wire5 | Wire 6/Wire7 |
| Photocontrol Only (On/Off) | ✓ | ⚠ | Wired to dimming leads on driver | ⚠ | Wired to dimming leads on driver | Wires Capped inside fixture |
| ROAM | ⊘ | ✓ | Wired to dimming leads on driver | ⚠ | Wired to dimming leads on driver | Wires Capped inside fixture |
| ROAM with Motion | ⊘ | ⚠ | Wired to dimming leads on driver | ⚠ | Wired to dimming leads on driver | Wires Capped inside fixture |
| Futureproof* | ⊘ | ⚠ | Wired to dimming leads on driver | ✓ | Wired to dimming leads on driver | Wires Capped inside fixture |
| Futureproof* with Motion | ⊘ | ⚠ | Wired to dimming leads on driver | ✓ | Wired to dimming leads on driver | Wires Capped inside fixture |

✓ Recommended

⊘ Will not work

⚠ Alternate

*Futureproof means: Ability to change controls in the future.


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8.D. Adopt Resolution 2018-85 and... Packet Page 300 of...
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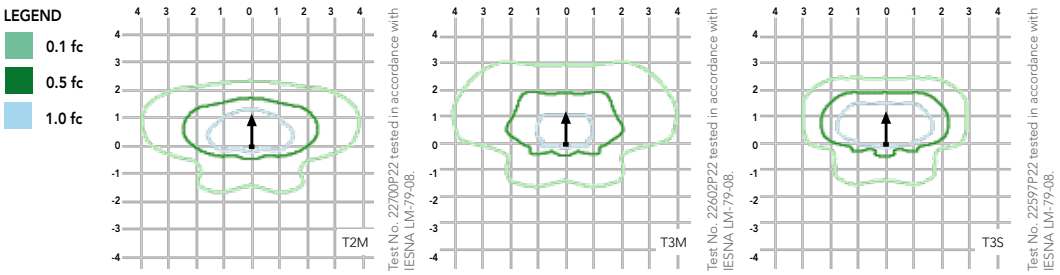
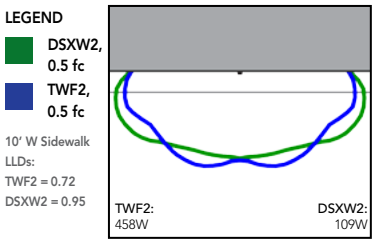
## Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's D-Series Wall Size 2 homepage.

Isofootcandle plots for the DSXW2 LED 30C 1000 40K. Distances are in units of mounting height (25').




Distribution overlay comparison to 400W metal halide.




DSXW2 LED 30C 40K 1000 T2M, TWF2 400M Pulse, 25' Mounting Ht

## FEATURES & SPECIFICATIONS

### INTENDED USE
The energy savings, long life and easy-to-install design of the D-Series Wall Size 2 make it the smart choice for building-mounted doorway and pathway illumination for nearly any facility.

### CONSTRUCTION
Two-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the door to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

### FINISH
Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

### OPTICS
Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to building mounted applications. Light engines are available in 3000 K (70 min. CRI), 4000 K (70 min. CRI) or 5000 K (70 min. CRI) configurations.

### ELECTRICAL
Light engine(s) consist of 10 high-efficacy LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (L87/100,000 hrs at 25°C). Class 1 electronic drivers have a power factor >90%, THD <20%, and a minimum 2.5KV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaire which meets a minimum Category C Low (per ANSI/IEEE C62.41.2).

### INSTALLATION
Included universal mounting bracket attaches securely to any 4" round or square outlet box for quick and easy installation. Luminaire has a slotted gasket wireway and attaches to the mounting bracket via corrosion-resistant screws.

### LISTINGS
CSA certified to U.S. and Canadian standards. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org to confirm which versions are qualified.

### WARRANTY
Five-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



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| | |
|---|---|
| Catalog Number | |
| Notes | |
| Type | |

## FEATURES & SPECIFICATIONS

**INTENDED USE**

Provides years of maintenance-free illumination for outdoor use in residential & commercial applications. Ideal for applications such as lighting walkways and stairways for safety and security.

**CONSTRUCTION**

Cast-aluminum housing with corrosion-resistant paint in either dark bronze or white finish.

ADA compliant.

**OPTICS**

4000K CCT LEDs.

Polycarbonate lens protects the LED from moisture, dirt and other contaminants.

LUMEN MAINTENANCE: The LED will deliver 70% of its initial lumens at 50,000 hour average LED life. See Lighting Facts label on page 2 for performance details.

**ELECTRICAL**

MVOLT driver operates on any line voltage from 120-277V

Operating temperature -30ºC to 40ºC.

1KV surge protection standard.

**INSTALLATION**

Surface mounts to universal junction box (provided by others).

**LISTINGS**

UL Listed to U.S. and Canadian safety standards for wet locations.

Tested in accordance with IESNA LM-79 and LM-80 standards.

**WARRANTY** — 5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Note: Specifications subject to change without notice.

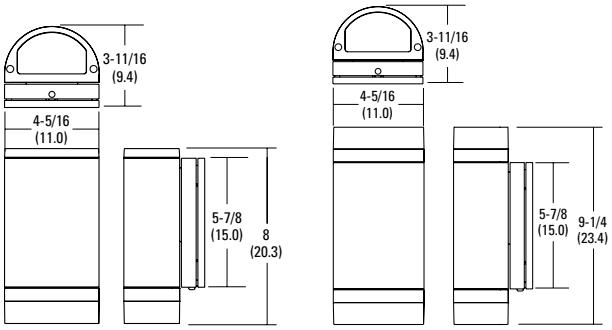
**Outdoor General Purpose**

# OLLWD & OLLWU

**LED WALL CYLINDER LIGHT**

*Specifications*

All dimensions are inches (centimeters)




**ORDERING INFORMATION** For shortest lead times, configure products using **bolded options**.

**Example:** OLLWD LED P1 40K MVOLT DDB

| Series | Performance Package | Color temperature (CCT) | Voltage | Finish |
|---|---|---|---|---|
| **OLLWD LED** Downlight<br>**OLLWU LED** Up & downlight | **P1** | **40K** 4000K | **MVOLT** 120V-277V<br>**120** 120V[1] | **DDB** Dark bronze<br>**WH** White |

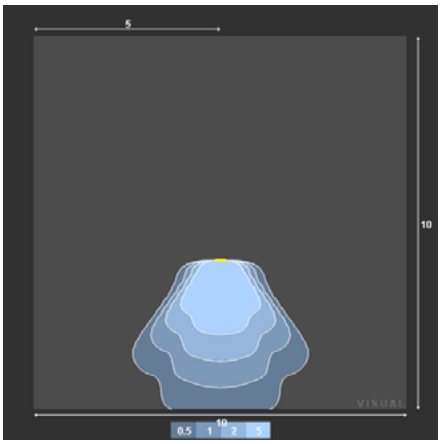
**Notes**

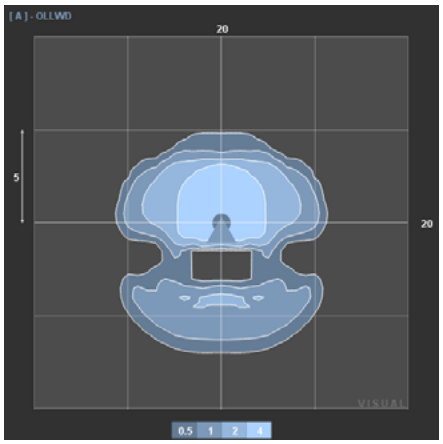
1 Only available with OLLWU and in DDB.

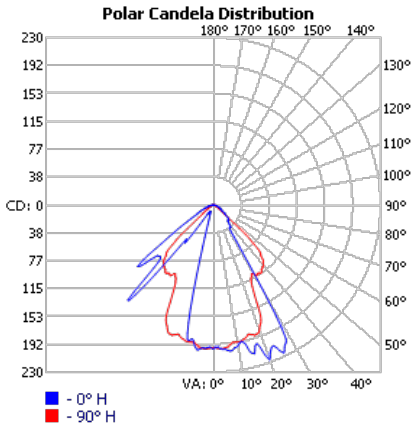
## PHOTOMETRICS

To see complete photometric reports or download .ies files for this product,visit Lithonia Lighting's Outdoor LED homepage
Tested in accordance with IESNA LM-79 and LM-80 standards.

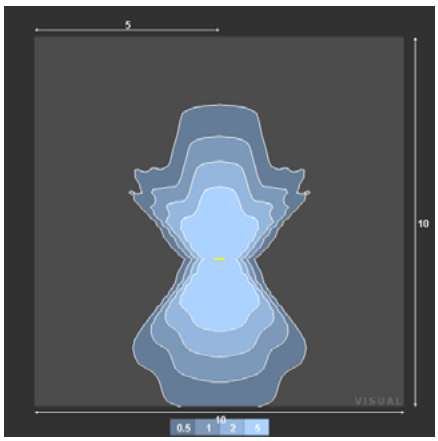
## OLLWD

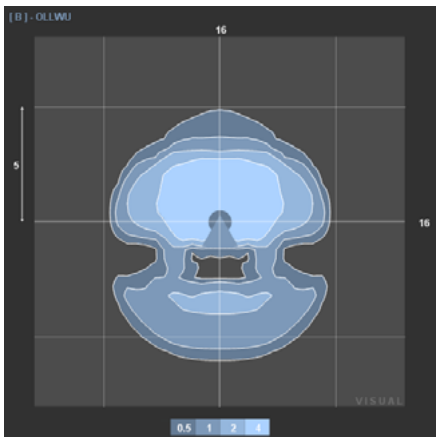


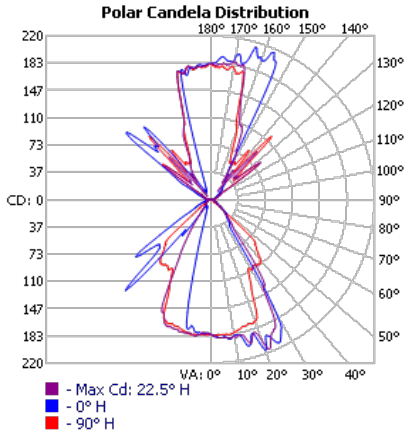




## OLLWU

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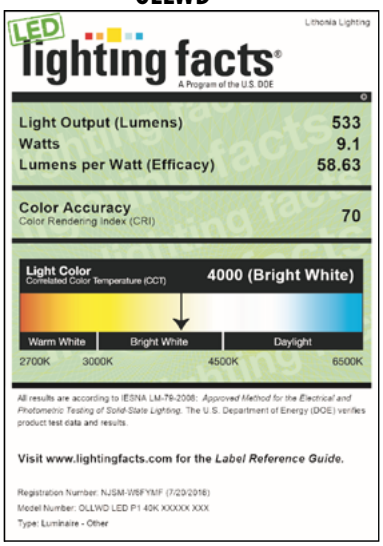
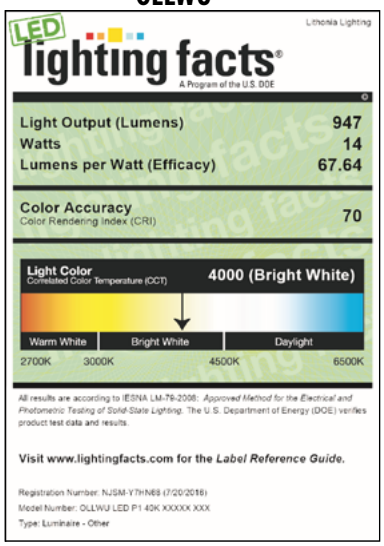



### OLLWU





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# City of Chaska
# Memorandum

**To:** **Planning Commission**
**From:** **Matt Clark, City Engineer**
**Date:** **June 6, 2018**
**Subject:** **FormaCoat**

The planned development for the site proposes a new commercial building and parking lot along with site amenities. From a storm water perspective, the developer has completed the required plan for managing runoff that meets both the City and watershed requirements. City water is readily available to service the property. The sanitary sewer service for the property is proposed to extend through an adjoining property which will require the developer to obtain a private easement. The access change that proposes to eliminate the current access and to construct a new relocated entrance requires Carver County approval. The development plans require removal and demolition of the existing concrete and blacktop surfacing that remains over the property of which will need to be accounted for with the timing of the improvements.


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

June 8, 2018

City of Chaska,
c/o Elizabeth Hanson
City Planner
952.448.9200
EHanson@chaskamn.com

**Re: Development / Access Review Comments: Formacoat LLC. Proposed Site Plan on CSAH 61/Chaska Blvd. Southwest of Fire Ln.**

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

1. The site plan will need to be revised to adjust the access points as prescribed by the County's Access Management Guidelines and the CSAH 61/TH 41 Corridor Study / Improvements Project.

   a. CSAH 61/Chaska Blvd. is identified in the County's Comprehensive Plan as an Urban/Urbanizing Arterial. This category identifies guidance for access points at ¼ mile for full intersection spacing and 1/8 mile for secondary intersection spacing.

   b. The March 2018 CSAH 61/TH 41 Corridor Improvements Study, completed in partnership with the City of Chaska, identifies specific access for this this parcel on page 38. This shows and discusses the access plan for this section of road as well as other potential changes with the City and County.

   c. Specifically, per the County Comprehensive Plan, CSAH 61/TH 41 Corridor Improvement Study, and correspondence between County, City, and applicant on April 30, 2018, the site will be permitted two total access points, the southwestern most existing driveway onto CSAH 61/Chaska Blvd. and the eastern access from Fire Ln. The southwestern most existing driveway provides the 1/8 mile spacing for a secondary access point from both Yellow Brick Rd. and Fire Ln. All other existing access points, including four (4) existing driveways onto CSAH 61/Chaska Blvd. southwest of Fire Ln. will not be permitted and must be closed. See attachment titled Formacoat CR 61 Access from April 30, 2018 correspondence.

2. The applicant will need to work with the County on remarking this section for Hwy 61 related to some of the existing pavement markings and turn lanes that would need updating related to the corridor study access plan.

3. Prior to any work affecting or on County highways or in County right of way, the applicant

CARVER COUNTY

shall coordinate plans with the County Engineer and obtain a Utility or Excavating/Filling/Grading Permit(s) from Carver County Public Works: (http://www.co.carver.mn.us/how-do-i/apply-for/a-permit). 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.

4. The site plans' final grading plans and right of way along CSAH 61 will need to be reviewed and approved to show how this is set up for the planned future expansion / reconstruction.

5. 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 comments at this time. If you have any questions or need further assistance, please do not hesitate to contact me at dmccormick@co.carver.mn.us or by phone at (952) 466-5208.

Sincerely,

Dan McCormick, P.E. PTOE
Transportation Manager
Carver County Public Works

The project team also considered alternatives for addressing pedestrian and bicycle needs in this subarea of CSAH 61. Ultimately, the project team recommended a continuous trail or sidewalk along the entire length of CSAH 61. On the south side of CSAH 61 the recommendation includes a 10-foot multi-use trail on the former railroad property to connect into Downtown Chaska to the existing Southwest Regional Trail connection near CSAH 15. A six-foot sidewalk is also recommended along the north side of CSAH 61 between Yellow Brick Road and Crosstown Boulevard.

Location specific improvements are described below with supporting figures.

*CSAH 61 from Yellow Brick Road to Fire Lane*

Various private access locations to the Lumberyard Redevelopment Site will be closed and one main access left at the Chaska Cabinet and Millwork facility (shown in red circles on **Figure 36**). The City of Chaska anticipates future access to the former lumberyard property will be included on Fire Lane as the location develops. A southern leg will be added to the CSAH 61/Fire Lane intersection that will connect to Stoughton Avenue providing increased access to Downtown Chaska. Fire Lane is also proposed to extend northwest to intersect with Yellow Brick Road. CSAH 61 at the Fire Lane intersection will maintain one through lane in each direction, however, turn lanes will be added to accommodate right and left turning traffic onto Fire Lane. Improvements proposed for this segment of CSAH 61 are illustrated in **Figure 34**.

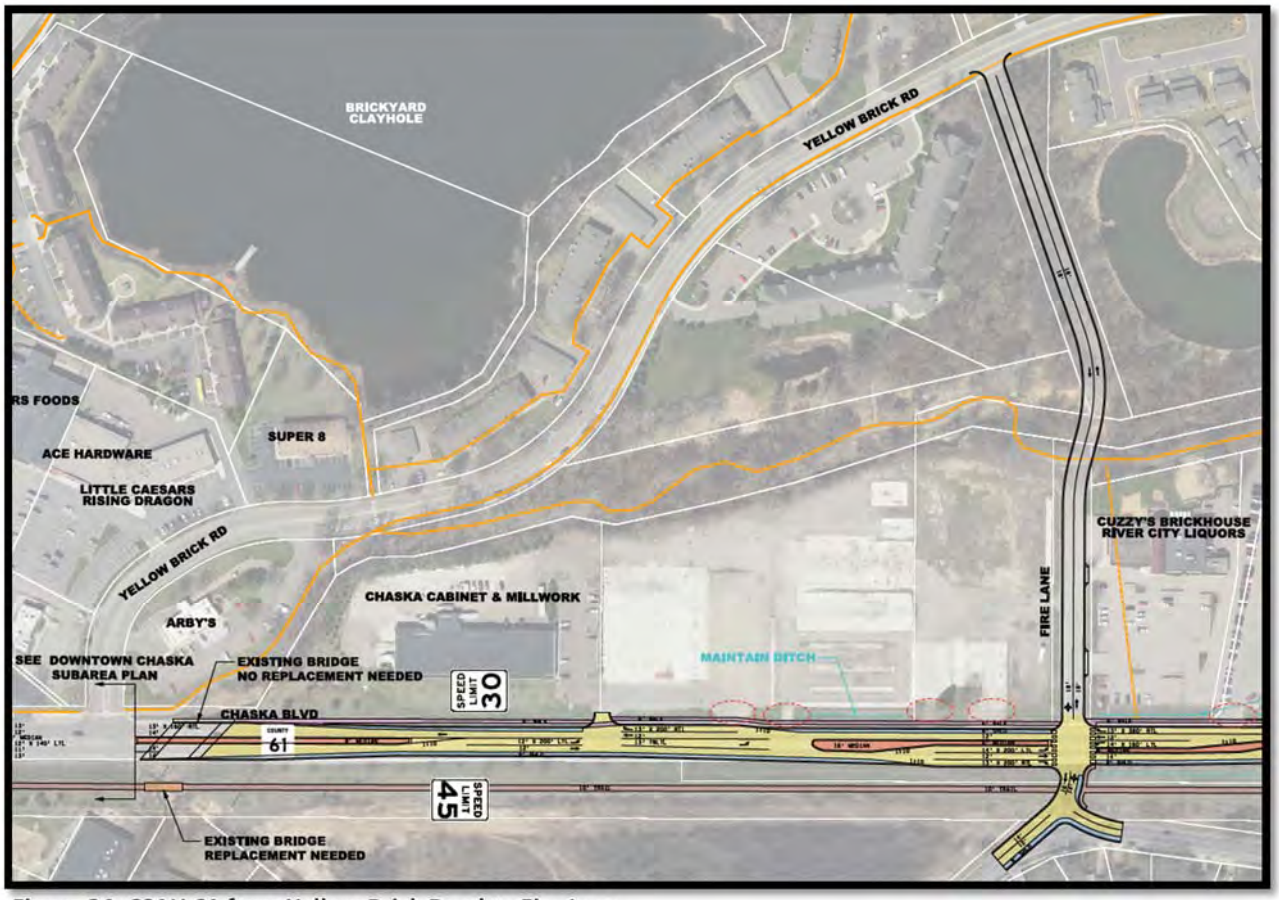



**Figure 34. CSAH 61 from Yellow Brick Road to Fire Lane**

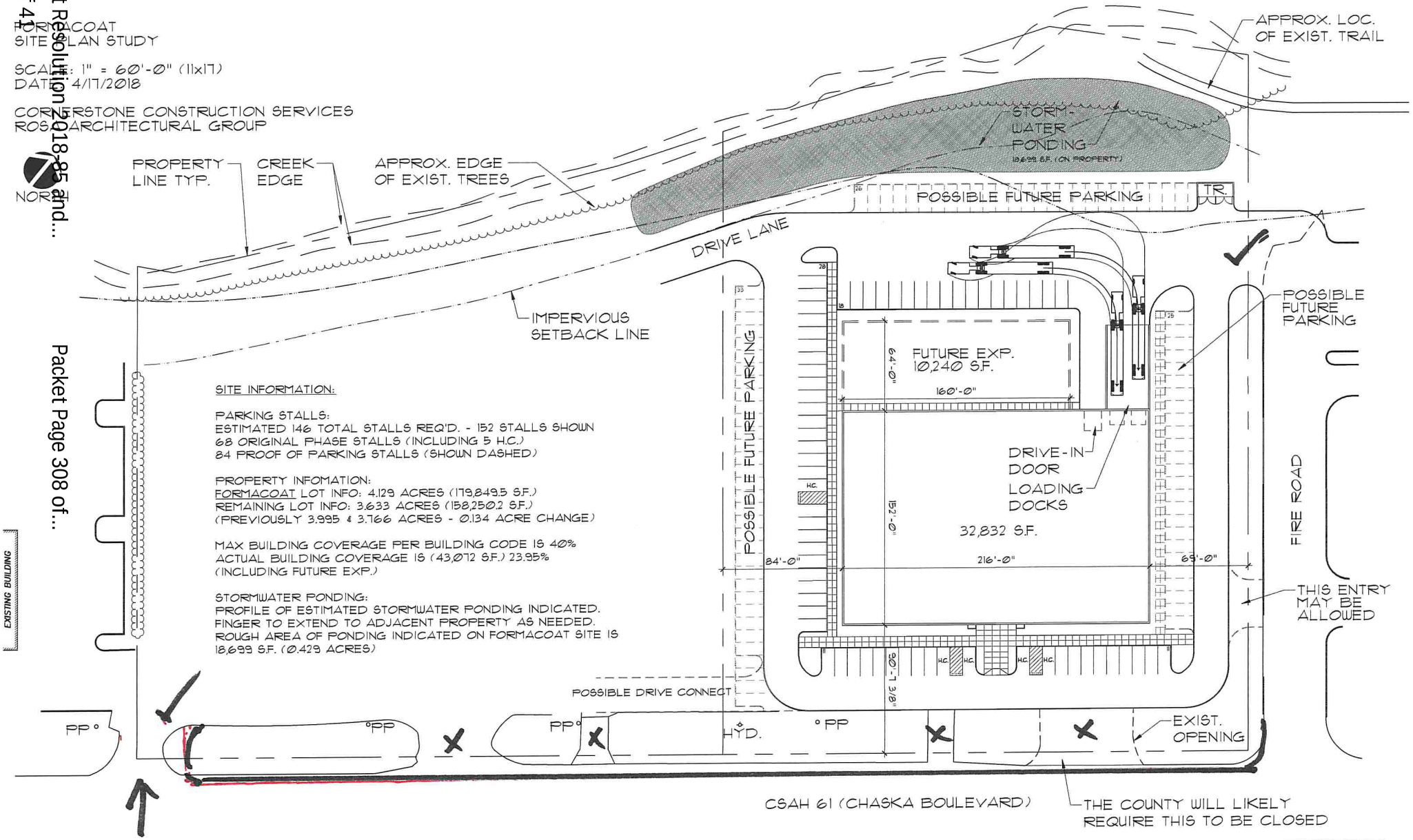
*CSAH 61 from Fire Lane to Zemble Street*

The project team considered two options for CSAH 61 between Fire Lane and Zemble Street to address the skewed intersection at this location. The first option realigns Zemble Street in its current location to remove the skew. Crosstown Blvd also maintains its current location in this first option. The second option closes access to Zemble with a cul-de-sac and adds a south leg to Crosstown Boulevard at CSAH 61 to Stoughton Avenue. This option also adds turn lanes and medians to the new Crosstown Blvd/CSAH 61 intersection to accommodate the concentration of traffic volumes at this location. **Figure 35** illustrates both alternatives. The City of Chaska requested Carver County maintain both options for future consideration. The City

FORMACOAT
SITE PLAN STUDY

SCALE: 1" = 60'-0" (11x17)
DATE: 4/17/2018

CORNERSTONE CONSTRUCTION SERVICES
ROSS ARCHITECTURAL GROUP




SITE INFORMATION:

PARKING STALLS:
ESTIMATED 146 TOTAL STALLS REQ'D. - 152 STALLS SHOWN
68 ORIGINAL PHASE STALLS (INCLUDING 5 H.C.)
84 PROOF OF PARKING STALLS (SHOWN DASHED)

PROPERTY INFOMATION:
FORMACOAT LOT INFO: 4.129 ACRES (179,849.5 S.F.)
REMAINING LOT INFO: 3.633 ACRES (158,250.2 S.F.)
(PREVIOUSLY 3.995 & 3.766 ACRES - 0.134 ACRE CHANGE)

MAX BUILDING COVERAGE PER BUILDING CODE IS 40%
ACTUAL BUILDING COVERAGE IS (43,072 S.F.) 23.95%
(INCLUDING FUTURE EXP.)

STORMWATER PONDING:
PROFILE OF ESTIMATED STORMWATER PONDING INDICATED.
FINGER TO EXTEND TO ADJACENT PROPERTY AS NEEDED.
ROUGH AREA OF PONDING INDICATED ON FORMACOAT SITE IS
18,699 S.F. (0.429 ACRES)

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 06/18/2018

**Subject:** **Resolution Approving a Development Agreement Between the Chaska Economic Development Authority, The City, And Formacoat Leasing, LLC**

Prepared By: Nate Kabat

---

**Background**
For the past several months Staff has been working with Formacoat, LLC on plans to develop a new manufacturing facility at the former building center site on Chaska Blvd. (Cty. Rd 61).

Incorporated in 2002, Formacoat is privately held and currently located in Savage, MN. Mark Gross, Owner of Formacoat, is a 27-year resident of Chaska and is excited about fulfilling his long-time dream of bringing his company to Chaska. Formacoat is a medical device contract manufacturing company. The company specializes in applying medical device coating applications. Their collaboration with customers includes access to a wide range of coating vendors and their technologies, to bring the right coating to each product.

As described in their preliminary site plan, Formacoat is seeking to build a 31,840 square foot building on 3.85 acres of the former building center site. The preliminary plan for this development has received a recommendation for approval from the Planning Commission on June 13, 2018 and will be considered by the Council and EDA for approval on June 18, 2018. The EDA and City Council have expressed support for Formacoat's applications to MN DEED to pursue grant dollars for this project.

The expansion will enable Formacoat to significantly expand is core business and add other technologies to is capabilities. The project would bring about 15 well-paying manufacturing jobs upon opening with plans to expand by 10-15 more jobs within the first 2 to 3 years of operation.

**Analysis – Purchase and Development Agreement**
Chaska EDA and Formacoat have successfully negotiated terms for a Purchase Agreement and a Development Agreement to transfer property ownership of 3.85 acres of the approximately 7.5 total acres at the former building center site. As mentioned previously, Formacoat intends to build 31,840 square feet of manufacturing space. Following this transaction, the Chaska EDA will continue to own about 3.65 acres which provides enough space for another similar scale development to occur.

Per the Purchase Agreement and the Development Agreement, the developer and the EDA have agreed to terms as generally outlined in the following:

- Formacoat will pay to EDA $251,559 for the site, which reflects the $1.50 per square foot price the property has been marketed at.

- Formacoat agrees to enter into a TIF note agreement, and that the TIF will generate a net present value of $477,303 by 2040.
    - To support the TIF, Formacoat agrees as of January 2, 2019, the minimum market value to be assessed for the developer property, shall be $1,910,400.
- EDA agrees to pay to Bremer Bank, with whom the EDA has a contract for deed on the site $533,862.
- The City agrees to remove all concrete from the development site. To gain efficiencies, the City will ultimately remove concrete from the entire 7.5 acre site.
    - From Buyer's funds provided at closing, $195,000 shall be deposited into an escrow account with the EDA to pay for costs of the concrete removal, to pay the City's area development fees relating to the Development Property including an Area-Water Fee, Area-Sanitary Fee, Area-Storm Sewer Fee, Area-Park Dedication Fee, and Area-Trails Fee, and to pay the costs of the subdivision approvals.
    - EDA agrees to contribute up to Five-Thousand and no/100 Dollars ($5,000.00) additionally to cover costs of removing existing concrete from the site in the event that costs of the site work costs more than $190,000.
- Closing is currently scheduled to occur July 18, 2018

The following table summarizes costs and revenues related to this project:

| | | |
|---|---|---|
| **Expenditures** | | |
| Release of Land from Mortgage | | $533,862 |
| Site Cleanup and Area Charges | | $190,000 |
| Property Subdivision | | $5,000 |
| | Total | $728,862 |
| **Revenue** | | |
| TIF (NPV over District after FD) | | $477,303 |
| Sale of Land | | $251,559 |
| | Total | $728,862 |

**Recommendation**

Staff believes this redevelopment opportunity advances City and EDA goals to redevelop underutilized locations in and around downtown, and to create attractions that increase traffic to the area. This project achieves the goals of all parties involved. Resultingly, staff recommends authorizing the Mayor and City Administrator to execute all documents pertaining to the Purchase Agreement and Development Agreement with Formacoat Leasing, LLC.

**COUNCIL ACTION REQUESTED**

**Motion to Adopt Resolution Approving A Development Agreement Between the Chaska Economic Development Authoriy, The City, and Formacoat Leasing, LLC.**

# CITY OF CHASKA
# CARVER COUNTY, MINNESOTA

## RESOLUTION

**DATE 06/18/2018 RESOLUTION NO. 2018-77**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

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**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CHASKA ECONOMIC DEVELOPMENT AUTHORITY, THE CITY AND FORMACOAT LEASING, LLC AND APPROVING AN INTERFUND LOAN**

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BE IT RESOLVED by the City Council (the "City Council") of the City of Chaska, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. Pursuant to Sections 469.001 through 469.047 and 469.090 through 469.1082, as amended (together, the "Development Act"), the Chaska Economic Development Authority (the "EDA") has created Redevelopment Project Area No. 4 (the "Project Area") and has adopted a Redevelopment Plan therefor (the "Redevelopment Plan").

1.02. Pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended, (the "TIF Act"), on January 23, 2012, the EDA and the City adopted a resolution creating, within the Project Area, Tax Increment Financing (Redevelopment) District No. 18 (Chaska Building Center Project) as a redevelopment tax increment financing district (the "TIF District") and adopted a tax increment financing plan therefor (the "TIF Plan").

1.03. There has been presented before the City Council, a Development Agreement (the "Agreement") between the EDA, the City, and Formacoat Leasing, LLC, or an affiliate thereof (the "Developer"), setting forth the terms and conditions of the construction of a manufacturing facility within the TIF District for use in the Developer's medical device manufacturing business (the "Development") and the conditions for the EDA's financial assistance for that effort.

1.04. The Agreement provides for certain financial assistance that constitutes a "business subsidy" exceeding $150,000 within the meaning of Minnesota Statutes, Section 116J.993 to 116J.995 (the "Business Subsidy Act").

1.05. The "business subsidy agreement" as required under the Business Subsidy Act is included as one section of the Agreement, and the EDA will conduct a duly noticed public hearing regarding the business subsidy agreement at which all interested persons were given an opportunity to be heard.

1.06. The City Council finds that the execution of the Agreement, including the business subsidy agreement, by the EDA and the City and performance of the EDA's obligations thereunder are in the best interest of the City and its residents.

Section 2. Approval of Interfund Loan. The City Council hereby approves a policy on interfund loans or advances ("Loans") in connection with the Development, as follows:

2.01. The authorized tax increment eligible costs (including without limitation out-of-pocket administrative expenses incurred prior to or after the date hereof in an amount up to $1,737,429 and other eligible project costs in an amount up to $6,318,186, including without limitation an interfund loan for land acquisition costs in the amount of $477,303) payable from the TIF District for costs associated with the Development in accordance with the TIF Plan as it was originally adopted or as it may be amended may need to be financed on a short-term and/or long-term basis via one or more Loans, as may be determined by the City Administrator from time to time.

2.02. The Loans may be advanced if and as needed from available monies in the City's or the EDA's general fund or other City or EDA fund designated by the City Administrator.

2.03. Neither the maximum principal amount of any one Loan nor the aggregate principal amount of all Loans in connection with this Development may exceed $8,050,615 outstanding at any time.

2.04. All Loans shall mature not later than February 1, 2040 or such earlier date as the City Administrator may specify in writing. All Loans may be pre-paid, in whole or in part, whether from tax increment revenue, tax increment revenue bond proceeds or other eligible sources.

2.05. The outstanding and unpaid principal amount of each Loan shall bear interest at the rate prescribed by the statute (Minnesota Statutes, Section 469.178, Subdivision 7), which is the greater of the rates specified under Minnesota Statutes, Sections 270C.40 or 549.09 at the time a Loan, or any part of it, is first made, subject to the right of the City Administrator to specify a lower rate (but not less than the City's or the EDA's then-current average investment return for similar amount and term).

2.06. Such Loans within the above guidelines are pre-approved. The Loans need not take any particular form and may be undocumented, except that the City Administrator shall specify the principal amount and interest rate and maintain all necessary or applicable data on the Loans.

Section 3. Approval of Development Agreement.

3.01. Subject to approval of the Development Agreement by the EDA after a duly noticed public hearing, the City hereby approves the Development Agreement substantially in accordance with the terms set forth in the form presented to the City Council, together with any related documents necessary in connection therewith, including without limitation all documents or certifications referenced in or attached to the Development Agreement (collectively, the "Development Documents") and hereby authorizes the Mayor and City Administrator to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Development Documents on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder when all conditions precedent thereto have been satisfied.

3.02. The approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by

legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act in their behalf.

3.03. Upon execution and delivery of the Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Development Documents when all conditions precedent thereto have been satisfied.

3.04. The City Council hereby determines that the execution and performance of the Development Documents will help realize the public purposes of the Act.

Approved by the City Council of the City of Chaska this 18th day of June, 2018.

_____
Mayor

ATTEST:

_____
City Clerk

## PURCHASE AGREEMENT

**1. PARTIES.** This Purchase Agreement (this "Agreement") is made on this __ day of _____, 2018 (the "Effective Date"), by and between the Chaska Economic Development Authority, a body corporate and politic organized and existing under the laws of the State of Minnesota (the "EDA") and FORMACOAT LEASING, LLC, a Minnesota limited liability company, or its assigns (the "Buyer").

**2. SALE OF PROPERTY.** . The EDA agrees to sell to the Buyer and the Buyer agrees to buy from the EDA, the real property located in Carver County, Minnesota, legally described on the attached Exhibit A (the "Property"). Said Property is a portion of land presently held in title by Klingelhutz Land and Building Company ("Klingelhutz"), all of which is subject to that certain contract for deed entered into by Klingelhutz, as vendor, and EDA, as vendee. The portion of said real property being sold under this Agreement is planned to contain approximately 167,706 square feet. EDA will perform under said contract for deed, thereby acquire fee title in the Property, and subsequently convey fee title in the Property to Buyer under this Agreement. EDA and Bremer Bank have negotiated and agreed to a price certain for release of mortgagee's interests in said Property.

**3. PURCHASE PRICE; CONSTRUCTION ESCROW AND MANNER OF PAYMENT.**

3.1, Purchase Price. The Buyer shall pay to EDA Two Hundred Fifty One Thousand Five Hundred Fifty Nine and no/100 Dollars ($251,559) in cash or equivalent and shall execute and deliver to EDA that certain Purchase Price Note in the amount of Four Hundred Seventy Seven Thousand Three Hundred and Three and no/100 Dollars ($477,303) for the Property (the "Purchase Price"). The Buyer will deposit Twenty-Thousand and no/100 Dollars ($20,000) of earnest money in escrow within 5 days of signing this Agreement and the balance at closing. EDA agrees to pay to Bremer Bank Five Hundred Thirty Three Thousand Eight Hundred Sixty Two and no/100 Dollars ($533,862) (the "Release Price"), paid in part from an interfund loan from the EDA to be provided upon delivery of said Purchase Price Note from Buyer in favor of the EDA which is in substantially the form attached to the Development Agreement (the "Development Agreement"), between the Buyer and the EDA, and the remainder due to Bremer Bank from funds paid at closing by Buyer.

3.2. Construction Escrow. From Buyer's funds provided at closing, $195,000 shall be deposited into an escrow account with the EDA to pay for costs of the City Site Work (as defined in the Development Agreement), to pay the City's area development fees relating to the Development Property including an Area-Water Fee, Area-Sanitary Fee, Area-Storm Sewer Fee, Area-Park Dedication Fee, and Area-Trails Fee, and to pay the costs of the subdivisions approvals. EDA agrees to contribute up to Five-Thousand and no/100 Dollars ($5,000.00) additionally to cover costs of removing existing concrete from the site in that event that costs of the Site Work costs more than $190,000.

**4. OBLIGATIONS OF THE EDA.** The EDA shall provide for the following:

4.1. Representations and Warranties. The representations and warranties of the EDA contained in this Agreement must be true now and on the Closing Date in all material respects as if made on the Closing Date and the EDA shall have delivered to the Buyer on the Closing Date, a certificate dated the Closing Date, signed by an authorized representative of the EDA, certifying that such representations and warranties are true as of the Closing Date in all material respects (the "Closing Certificate").

4.2. Title. Title shall have been found marketable, or been made marketable, in accordance with the requirements and terms of Section 8 below.

4.3. Performance of the EDA's Obligations. The EDA shall have performed all of the obligations required to be performed by the EDA under this Agreement in all material respects. Included within the obligations of the EDA under this Agreement shall be the following:

4.3.1. The EDA agrees to cooperate with the Buyer as reasonably necessary to permit the Buyer to investigate the Property.

4.3.2. The EDA shall deliver to the Buyer the Title Evidence required in Section 8 within 10 days from the Effective Date of this Agreement, or as soon as reasonably available.

4.3.2 The EDA shall deliver to the Buyer copies of all plans, contracts, permits, warranties, written reports, studies or test results relating to the Property which are in the EDA's possession or control within 10 days from the Effective Date of this Agreement.

**5. CONTINGENCIES TO BUYER'S REQUIREMENT TO CLOSE WHICH MUST BE EXERCISED BY WRITTEN NOTICE TO THE EDA ON OR BEFORE JULY 20, 2018 OR SUCH OTHER DATE ON WHICH THE PARTIES MAY AGREE IN WRITING (THE "CONTINGENCY DATE"):**

5.1. Buyer's Contingencies.

5.1.1. Testing. The Buyer shall have determined that the Buyer is satisfied with the results of, and matters disclosed by, any environmental site assessments, soil tests, engineering inspections, hazardous substances and environmental reviews of the Property, all such tests, assessments, inspections and reviews to be obtained at the Buyer's sole cost and expense.

a. The Buyer shall pay all costs and expenses of such investigation and testing and shall promptly repair and restore any damage to the Property caused by the Buyer's testing and return the Property to substantially the same condition as existed prior to entry. The Buyer shall indemnify, defend and hold the EDA harmless from any claim

for damage to person or property arising from any investigation or inspection of the Property conducted by the Buyer, the Buyer's agents or contractors, including the cost of attorneys' fees.

b. Copies of any written reports, studies or test results obtained by the Buyer in connection with the Buyer's inspection of the Property or investigation relating to the Property shall be delivered to the EDA promptly upon receipt of the same at no cost to the EDA.

5.1.2. Land Use Approvals. The Buyer shall have obtained, at the Buyer's sole cost and expense, on or before the Contingency Date, all consents, agreements, approvals, easements, variances, conditional use permits, licenses and adequate assurances that are determined to be reasonably necessary for the Buyer to use the Property as intended, in Buyer's discretion, including, but not limited to, land use approvals from the City of Chaska, Minnesota (the "City").

5.1.3. Subdivision or Replatting. The Buyer and the Seller shall have obtained final plat approval, and obtained EDA consent to such plat, or obtained the necessary subdivision approvals to create the Property as a separate legal parcel.

5.1.4. Title. Title shall have been found marketable, or been made marketable, in accordance with the requirements and terms of Section 8 below.

5.2. EDA's Contingencies.

5.2.1. Approval of this Agreement by the EDA. The EDA shall have approved the sale of the Property pursuant to this Agreement following a public hearing.

5.2.2. Tax Increment. The EDA shall have determined that the development proposed by the Buyer on the Property is in conformance with the EDA's Tax Increment Financing Plan for Tax Increment Financing (Redevelopment) District No. 18 (Chaska Building Center Project).

5.2.3. Title. The EDA shall have reached a written agreement with Bremer Bank to release the Property from any existing mortgages, and the EDA shall have obtained fee title to the Property from Klingelhutz.

5.2.4. City Site Work Bids Accepted. The City shall have awarded a contract for completion of the City Site Work on the Property and adjacent parcels for a total project cost not to exceed $250,000.

If, on or before the Contingency Date, either party determines that any of their respective contingencies listed in this Section have not been satisfied in their sole discretion, then this Agreement may be terminated by written notice from the party to the other, which notice must

given no later than the Contingency Date. If the party does not give written notice of termination on or before the Contingency Date, all of such contingencies will be deemed to have been satisfied and the parties shall proceed to close this transaction in accordance with the terms of this Agreement. If this Agreement is terminated by either party in accordance with this Section, all earnest money shall be returned to Buyer and neither party shall have any further rights or obligations regarding this Agreement or the Property. All of the contingencies set forth in this Agreement are specifically stated and agreed to be for the sole and exclusive benefit of the respective party and each party shall have the right to unilaterally waive any of its contingencies by written notice to the other party.

**6. CLOSING.** The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before July 20, 2018 or such date on which the parties may agree in writing (the "Closing Date"). The EDA agrees to deliver possession of the Property to the Buyer on the Closing Date.

6.1. EDA's Closing Documents. On the Closing Date, the EDA shall execute and deliver to the Buyer the following (collectively, "EDA's Closing Documents"), all in form and content reasonably satisfactory to the EDA and the Buyer:

6.1.1. A quit claim deed conveying the Property to the Buyer in substantially the form set forth in **Exhibit B** hereto.

6.1.2. An Affidavit of Title by the EDA stating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving the EDA or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens are provided at closing or have been recorded; and that there are no other unrecorded instruments affecting the Property, together with whatever standard owner's affidavit (ALTA form) which may be required by the Title Company to issue an Owner's Policy of Title Insurance with the standard exceptions waived.

6.1.3. Original copies of any surveys, plans and records in the EDA's possession.

6.1.4. A non-foreign affidavit, properly executed, containing such information as is required by the Internal Revenue Code Section 1445(b)(2) and its regulations.

6.1.5. Any other documents reasonably required in order to complete the transaction contemplated by this Agreement.

6.2. Buyer's Closing Documents. On the Closing Date, the Buyer shall execute, as appropriate and deliver to the EDA the following (collectively, "Buyer's Closing Documents"):

6.2.1. The Purchase Price as evidenced by the Purchase Price Note and good funds (certified or cashier's check or wire transfer).

6.2.2. The executed Development Agreement;

6.2.3. Construction Plans (as defined in the Development Agreement) for completion of the Minimum Improvements (as defined in the Development Agreement) which have been approved by the City;

6.2.4. Evidence that the Buyer has closed on construction financing for the Minimum Improvements with the lender thereof in an amount which the Buyer shall certify is sufficient, together with equity commitments, to complete construction of the Project in accordance with the Construction Plans approved by the City;

6.2.5. Evidence that the Buyer has obtained all necessary permits, licenses, and authorizations necessary to commence and complete the construction of the Project;

6.2.6. The executed Assessment Agreement, establishing the value of the Property as of January 2, 2019 as $1,910,400;

6.2.7. Such affidavits of Buyer, Certificates of Value or other documents as may be reasonably required in order to complete the transaction contemplated by this Agreement.

**7. PRORATIONS.** The EDA and the Buyer agree to the following proration and allocation of costs regarding this Agreement:

7.1. Title Insurance and Closing Fees. The EDA shall pay the costs to record any document required to establish marketable title in the EDA, and to record a quit claim deed conveying title to Buyer, including any state deed tax thereon. The Buyer shall pay the owner's title insurance premium, and any premiums for endorsements.

7.2. Real Estate Taxes and Special Assessments. The EDA shall pay, on or before the Closing Date, all levied special assessments, constituting a lien against the Property as of the effective date, including, without limitation, any installments of special assessments that are payable with general real estate taxes in the year in which Closing occurs. Any general real estate taxes due and payable in all years prior to the year in which the Closing occurs shall be paid by EDA. Any general real estate taxes due and payable in 2018 shall be prorated to the date of closing, and EDA shall be responsible for that portion in 2018 up to the day of closing, after which all due and payable general real estate taxes shall be the responsibility of the Buyer.

7.3. Recording Costs. The EDA shall pay the cost of recording all documents necessary to vest marketable title in the Buyer and cure title objections, if any. The Buyer shall pay the cost of recording all other documents, including, but not limited to, the quit claim deed.

8. **TITLE EXAMINATION.** Title Examination shall be conducted as follows:

8.1. EDA's Title Evidence. Within 10 days of the Effective Date, the EDA shall furnish the following (collectively, "Title Evidence") to the Buyer:

8.1.1. Abstract of Title. A currently certified Abstract or current Registered Property Abstract for the Property.

8.1.2. Survey. A copy of any existing land survey of the Property in the EDA's possession or control. The Buyer, at the Buyer's option, also may obtain, at the Buyer's expense, a new survey of the Property. Any new survey shall be certified and delivered to the EDA as well as the Buyer and any other parties that the Buyer may designate.

8.2. Buyer's Objections. No later than 7 days after receiving the Title Commitment prepared at the Buyer's sole cost and expense, the Buyer must make written objections ("Objections") to the marketability of title to the Real Property based on the Title Evidence. If the Buyer elects to obtain a new survey, objections based upon the survey must be made within 7 days after receipt of said survey but in no event later than the Contingency Date. The Buyer's failure to make Objections within such time period will constitute a waiver of Objections. However, any matter which is not referenced in the Ownership and Encumbrances Report or the Title Commitment and is first recorded, discovered or disclosed after the effective date of the Ownership and Encumbrances Report or the Title Commitment, whichever is later may be objected to by the Buyer in the manner described herein. The Buyer need not object to mortgages or other liens. If not sooner satisfied, the EDA shall cause the Property to be released from any mortgages or other liens against the Property as of the Closing Date. Any matter shown on such Title Evidence, other than a mortgage or other lien and not objected to by the Buyer shall be a "Permitted Encumbrance" hereunder. Within 7 days after receipt of the Buyer's Objections, the EDA shall notify the Buyer in writing if the EDA elects not to cure the Objections. If such notice is given within said seven day period, the Buyer may either waive the Objections or terminate this Agreement by giving written notice of termination to the EDA within 10 days after the EDA's notice is given to the Buyer. If written notice by the EDA is not given within the 10 day period, the EDA shall use commercially reasonable efforts to correct any Objections within 30 days after the expiration of the 10 day period ("Cure Period"). If the Title Company is willing to issue a title insurance policy to the Buyer that does not except from title insurance coverage an item the Buyer has objected to, the objection relating to such item shall be deemed cured. If the Objections are not cured within the Cure Period, the Buyer shall have the option to do any of the following:

8.2.1. Terminate this Agreement by giving written notice to the EDA within 10 days after the expiration of the Cure Period, all earnest money shall be

returned to Buyer and neither the EDA nor the Buyer shall have further rights or obligations hereunder.

8.2.2. Waive the objections and proceed to close without reduction in the Purchase Price.

The Buyer shall make the election within 10 days after expiration of the EDA's Cure Period. A failure to make an election within such period shall be deemed an election to proceed to close pursuant to subsection 8.2.2.

**9. REPRESENTATIONS AND WARRANTIES BY THE EDA.** The EDA represents and warrants to the Buyer that the following are true in all material respects now and, as modified by any changes about which the EDA notifies the Buyer in writing following after the date hereof, will be true in all material respects on the Closing Date:

9.1. EDA. The EDA is a public body corporate and politic, duly created under and subject to the laws of the State of Minnesota; the EDA has the requisite power and authority to enter into and perform this Agreement and those EDA Closing Documents signed by it; such documents have been or will be duly authorized by all necessary action on the part of the EDA and have been or will be duly executed and delivered; such execution, delivery and performance by the EDA of such documents does not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which the EDA is a party; such documents are valid and binding obligations of the EDA, and are enforceable in accordance with their terms, subject to bankruptcy, reorganization, insolvency, moratorium and other laws affecting the rights and remedies of creditors generally and principles of equity.

9.2. Utilities. The EDA has received no notice of actual or threatened curtailment of any utility service now supplied to the Property.

9.3. Rights of Others to Purchase the Property. The EDA has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the sale of the Property contemplated by this Agreement.

9.4. Use of the Property. To the best of the EDA's knowledge without investigation, the Property is usable for its current uses without violating any federal, state, local or other governmental building, zoning, health, safety, platting, subdivision or other law, ordinance or regulation, or any applicable private restriction, and such use is a legal conforming use.

9.5. Proceedings. There is no action, litigation, investigation, condemnation or proceeding of any kind pending or, to the best of the EDA's knowledge without investigation, threatened against the EDA or any portion of the Property.

9.6. Wells. No wells exist on the Property.

9.7. Sewage Treatment Systems. No sewage treatment system exists on the Property.

9.8. Title. On the Closing Date, the EDA will own fee title to the Property.

The EDA's representations shall be true, accurate and complete as of the date of this Agreement, in all material respects and, as modified by any notices given by the EDA to the Buyer, on the Closing Date in all material respects. If any time prior to Closing, the Buyer shall determine that any representation herein made by the EDA was not true in all material respects when made, the Buyer's sole remedy shall be to terminate this Agreement by giving notice to the EDA and seeking any applicable remedies for breach from the EDA.

Notwithstanding the above paragraph, all representations and warranties shall continue with respect to prior to Closing Date but terminate on the Closing Date with respect to all times thereafter. Any claim by the Buyer not made by written notice delivered to the EDA before the date the representation or warranty terminates shall be deemed waived.

**10. "AS IS, WHERE IS."** The Buyer acknowledges that the Buyer has inspected or has had the opportunity to inspect the Property and agrees to accept the Property "AS IS" with no right of set off or reduction in the Purchase Price. Such sale shall be without representation of warranties, express or implied, either oral or written, made by the EDA or any official, employee or agent of the EDA with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. The Buyer acknowledges and agrees that the EDA has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties EDA hereby expressly disclaims, except as stated above. The Buyer is relying entirely upon information and knowledge obtained from the Buyer's own investigation, experience and knowledge obtained from the Buyer's own investigation, experience or personal inspection of the Property. The Buyer expressly assumes, at closing, all environmental and other liabilities with respect to the Property and release and indemnify the EDA from same, whether such liability is imposed by statute or derived from common law including, but not limited to, liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Hazardous and Solid Waste Amendments Act, the Resource Conservation and Recovery Act ("RCRA"), the federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act and the Hazardous Materials Transportation Act, all as amended, and all other comparable federal, state or local environmental conservation or protection laws, rules or regulations. All statements of fact or disclosures, if any, made in this Agreement or in connection with this Agreement, do not constitute warranties or representations as to the physical condition of the Property. The foregoing assumption and release shall survive Closing. The foregoing provision shall survive Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing.

**11. REPRESENTATIONS AND WARRANTIES BY THE BUYER.** The Buyer represents and warrants to the EDA that the Buyer is a limited liability company; that the Buyer has the requisite capacity, power and authority to enter into this Agreement and the Buyer's Closing Documents; such execution, delivery and performance by the Buyer of such documents does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter to which the Buyer is a party; such documents are valid and binding obligations of the Buyer, and are enforceable in accordance with their terms.

**12. CONDEMNATION.** If, prior to the Closing, eminent domain proceedings are commenced against all or any material part of the Property, the EDA shall immediately give notice to the Buyer of such fact and at the Buyer's option (to be exercised within 15 days after the EDA's notice), this Agreement shall terminate, in which event all earnest money shall be returned to Buyer and neither party will have further obligations under this Agreement. If the Buyer fails to give such notice, then there shall be no reduction in the Purchase Price, and the EDA shall assign to the Buyer at the Closing all of EDA's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing, the EDA shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without the Buyer's prior written consent. For purposes of this section, the words "a material part" means a part if acquired by a condemning authority would materially hinder Buyer's operations on the Property.

**13. BROKERS.** Both the Buyer and the Seller retained real estate brokers identified below. Seller has agreed, and shall be responsible, to pay any broker's fee due to Buyer's broker and Seller's broker identified herein in an amount not to exceed 10% of the Release Price of the Property:

| | |
|---|---|
| Seller's Broker: | Newmark Knight Frank<br>Brian Netz, Agent<br>150 South Fifth Street, Suite 2700<br>Minneapolis, MN 55402 |
| Buyer's Broker: | Gonyea Commercial Properties<br>Hunter Stanek, Agent<br>12010 12th Ave South<br>Burnsville MN 55337 |

**14. REMEDIES.**

14.1. Buyer's Remedies. the EDA fails to consummate this Agreement for any reason except the Buyer's default or the termination of this Agreement pursuant to a right to terminate given herein, the Buyer, as its only and exclusive remedies, may: (i) terminate this Agreement by giving 30 days' written notice to the EDA, pursuant to Minnesota Statutes Section 559.21, as amended from time to time, and upon such release, all earnest money shall be returned to Buyer and neither party shall be further obligated to the other (except for the Buyer's and the EDA's indemnities set forth in this Agreement); or seek specific performance under provisions in this Agreement. The Buyer specifically waives any right to make a claim against the

EDA for compensatory or consequential damages or any other type of monetary claim, except for the indemnity obligations set forth in this Agreement.

14.2. EDA's Remedy. If the Buyer fails to consummate this Agreement for any reason except the EDA's default or the termination of this Agreement pursuant to a right to terminate given herein, the EDA's sole and exclusive remedy shall be to terminate this Agreement by giving 30 days' written notice to the Buyer, pursuant to Minnesota Statutes Section 559.21, as amended from time to time.

14.3 Indemnification Remedy. Notwithstanding the foregoing provisions of this Section 14, in the event of any default by the Buyer or the EDA under or in connection with any indemnification pursuant to this Agreement, and in the event of any failure by the defaulting party to cure such default within 30 days after the date of notice of default by the non-defaulting party to the defaulting party, the non-defaulting party shall be entitled to seek and recover all legal and equitable relief available under applicable law, including, without limitation, monetary damages.

**15. REVERTER.** EDA's conveyance of the Property to Buyer pursuant to the Deed will be made subject to a right of re-entry for breach of conditions subsequent in favor of EDA. The condition subsequent is that, barring any Unavoidable Delays, Buyer shall commence construction of an approximate 35,000 square foot manufacturing facility on the Property by June 25, 2019. For purposes of this Section 15, the term "commence" means the making of visible improvements, including without limitation subsurface excavation but excluding mere surface grading. If Buyer breaches such condition subsequent, Buyer shall re-convey the Property to EDA. If Buyer fails to re-convey the Property to EDA, EDA may elect to exercise its right of re-entry by commencing an action in Carver County District Court to establish the breach of the condition subsequent. If EDA establishes a breach of the condition subsequent, title to and the right to possession of the Property and title to all improvements located thereon shall revert to EDA, and Buyer is not entitled to any compensation from EDA or the City for the value of any improvements Buyer has made to the Property. Buyer shall notify EDA when the construction in accordance with an approved site plan on the Property has commenced beyond the point of site preparation. Notwithstanding anything to the contrary herein, in the event the Property has been replatted as of the date of EDA's exercise of its rights under this Section, Buyer will cooperate with EDA in obtaining any subdivision necessary to revest title to the Property in EDA.

"Unavoidable Delays" means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct result of war, terrorism, strikes, other labor troubles, prolonged adverse weather or acts of God, fire or other casualty, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than EDA in exercising its rights under this Agreement), which directly result in delays. Unavoidable Delays shall not include delays in Buyer's obtaining of permits or governmental approvals necessary to enable construction of the Minimum Improvements, so long as the Construction Plans have been approved in accordance with the Development Agreement.

**16. ASSIGNMENT.** The Buyer may not assign the Buyer's rights under this Agreement, without prior consent of the EDA.

**17. SURVIVAL.** All of the terms of this Agreement and warranties and representations herein contained shall survive and be enforceable after the Closing.

**18. NOTICES.** Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States mail postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

| | |
|---|---|
| If to the EDA: | Chaska Economic Development Authority<br>Chaska City Hall<br>One City Hall Plaza<br>Chaska, MN 55318<br>Attn: Executive Director |
| If to the Buyer: | FORMACOAT LEASING, LLC<br>12500 Zinran Ave<br>Savage, MN 55378-1081<br>Attn. Mark C. Gross, CEO |

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit, as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving notice of such change 10 days prior to the effective date of such change.

**20. CAPTIONS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

**21. ENTIRE AGREEMENT, MODIFICATIONS.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.

**22. BINDING EFFECT.** This Agreement binds and benefits the parties and their successors and assigns.

**23. CONTROLLING LAW.** This Agreement has been made under the substantive laws of the State of Minnesota, and such laws shall control its interpretation.

**BUYER**
**FORMACOAT LEASING, LLC**

By: Mark C. Gross,
Its: Managing Member

Signature page to Purchase Agreement.

**SELLER**

**CHASKA ECONOMIC DEVELOPMENT AUTHORITY**

By:_____
Mark Windschitl
Its: President

By:_____
Matt Podhradsky
Its: Executive Director

Signature page to Purchase Agreement.

## EXHIBIT A

### Legal Description of the Property

The property located in the City of Chaska, Carver County, Minnesota legally described as:

Lot 1, Block 1, Formacoat Addition

# EXHIBIT B

## Form of Quitclaim Deed

(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED**

DEED TAX DUE: $_____ DATE: _____
*(month/day/year)*

FOR VALUABLE CONSIDERATION, CHASKA ECONOMIC DEVELOPMENT AUTHORITY

a body corporate and politic under the laws of Minnesota, ("**Grantor**"), hereby conveys and quitclaims to FORMACOAT LEASING, LLC, ("**Grantee**"), real property in Carver County, Minnesota, legally described as follows:

**Lot 1, Block 1, Formacoat Addition**

*Check here if all or part of the described real property is Registered (Torrens)* ☐

together with all hereditaments and appurtenances and subject to the Right of Re-Entry for Breach of Condition Subsequent in favor of Grantor which is described on **Exhibit A**.

This Deed conveys after-acquired title.

*Check applicable box:*

☐ The Grantor certifies that the Grantor does not know of any wells on the described property.

☐ A well disclosure certificate accompanies this document. (If electronically filed, insert WDC number: _____).

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

CHASKA ECONOMIC DEVELOPMENT AUTHORITY
*(name of Grantor)*

By: _____
*(signature)*

Its: President
*(type of authority)*

By: _____
*(signature)*

Its: Executive Director
*(type of authority)*

State of Minnesota, County of _____

This instrument was acknowledged before me on _____ by _____
*(month/day/year)*

_____ as President _____
*(name of authorized signer)* *(type of authority)*

and by _____
*(name of authorized signer)*

as Executive Director _____ of Chaska Economic Development Authority, a Minnesota body corpora
*(name of Grantor)* *(type of authority)*

(Seal, if any)

_____
*(signature of notarial officer)*

Title (and Rank): _____

My commission expires:_____
*(month/day/year)*

THIS INSTRUMENT WAS DRAFTED BY:
*(insert name and address)*

Kennedy & Graven, Chartered (JSB)
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

FORMACOAT LEASING, LLC
_____
_____, MN _____

EXHIBIT A
TO QUIT CLAIM DEED EXECUTED BY
CHASKA ECONOMIC DEVELOPMENT AUTHORITY, GRANTOR,
TO FORMACOAT LEASING, LLC, GRANTEE.

The Chaska Economic Development Authority, Grantor, is conveying title to the property described in the attached Quit Claim Deed (the "EDA Parcel") to FORMACOAT LEASING, LLC, Grantee, subject to a right of reentry for breach of conditions subsequent in favor of Grantor. The condition subsequent is that, barring any Unavoidable Delays, Grantee shall commence construction in accordance with an approved site plan for the EDA Parcel (the "Minimum Improvements") beyond the point of site preparation by June 25, 2019, as set forth in Section 15 of that certain Purchase Agreement between the Grantor and Grantee dated as of _____, 2018. If Grantee breaches the condition subsequent, the Grantee shall re-convey the EDA Property to the Grantor. If the Grantee fails to re-convey the EDA Property to the Grantor, the Grantor may elect to exercise its right of reentry by commencing an action in Carver County District Court to establish the breach of the condition subsequent. If Grantor establishes a breach of the condition subsequent, title to and the right to possession of all portions of the EDA Parcel for which Grantor has not issued a Certificate of Release, in the form attached as **Exhibit B** to this Deed, and title to all improvements located thereon reverts to Grantor, and Grantee is not entitled to any compensation from Grantor or the City of Chaska, Minnesota for the value of any improvements Grantee has made to the EDA Parcel.

The Grantee shall notify the Grantor when construction of the Minimum Improvements has commenced beyond the point of site preparation. The Grantor shall, within 14 days after such notification, inspect the Minimum Improvements in order to determine whether construction of the Minimum Improvements has been commenced. If the Grantor determines that construction of the Minimum Improvements has commenced beyond the point of site preparation, the Grantor shall furnish to the Grantee a Certificate of Release in the form attached hereto as **Exhibit B**. The Certificate of Release issued for the Minimum Improvements shall conclusively satisfy and terminate the right of reentry of the Grantor in this Quit Claim Deed or the Development Agreement.

EXHIBIT B

TO QUIT CLAIM DEED EXECUTED BY
THE CHASKA ECONOMIC DEVELOPMENT AUTHORITY, GRANTOR,
TO FORMACOAT LEASING, LLC, GRANTEE.

**CERTIFICATE OF RELEASE**

1. Recitals.

Recital One. FORMACOAT LEASING, LLC (the "Grantee") is the owner of the real property legally described in Exhibit A hereto (the "EDA Parcel").

Recital Two. Grantee acquired title to the EDA Parcel from the Chaska Economic Development Authority (the "EDA") pursuant to a deed dated _____, 2018 and recorded in the office of the Carver County Recorder on _____2018 as Document No. _____ (the "Deed").

Recital Three. The Deed includes a right of re-entry for breach of conditions subsequent in favor of the EDA (the "Right of Re-entry").

Recital Four. The EDA and the Grantee are parties to a Purchase Agreement dated _____, 2018 (the "Agreement").

Recital Five. Pursuant to Section 15 of the Agreement, the Grantee is obligated to commence, or cause to be commenced, construction in accordance with approved construction plans (the "Minimum Improvements") beyond the point of site preparation by _____, 2019.

Recital Six. The EDA's Right of Re-entry would be triggered by the Grantee's failure to commence, or cause to be commenced, construction of the Minimum Improvements beyond the point of site preparation by _____, 2019.

Recital Seven. The Grantee has represented to the EDA that the Grantee has commenced construction of the Minimum Improvements beyond the point of site preparation and has requested this Certificate of Release from the EDA.

2. Certificate of Release. The EDA hereby certifies that the Grantee has satisfied its obligations with respect to commencing construction of the Minimum Improvements beyond the point of site preparation on the EDA Parcel. The EDA further acknowledges and agrees that the EDA Parcel is released from the Right of Re-Entry.

IN WITNESS WHEREOF, the EDA has caused this certificate to be duly executed on its behalf this ____ day of _____, 20__.

CHASKA ECONOMIC DEVELOPMENT AUTHORITY

By_____
Its President

And

By_____
Its Executive Director

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__ by _____ and _____, the President and Executive Director of the Chaska Economic Development Authority, a body corporate and politic established pursuant to Minnesota Statutes, Chapter 469, on behalf of the EDA.

_____
Notary Public

DRAFTED BY:

Kennedy & Graven, Chartered (JSB)
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402

DEVELOPMENT AGREEMENT

BETWEEN

CHASKA ECONOMIC DEVELOPMENT AUTHORITY,

CITY OF CHASKA, MINNESOTA

AND

FORMACOAT LEASING LLC

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (JSB)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

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DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement"), made as of the ___ day of June, 2018, by and between the Chaska Economic Development Authority (the "EDA"), a body corporate and politic organized and existing under the laws of the State of Minnesota, the City of Chaska, Minnesota (the "City"), a municipal corporation under the Constitution and laws of the State of Minnesota, and Formacoat Leasing LLC, a Minnesota limited liability company (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Sections 469.001 through 469.047 and 469.090 through 469.1082, as amended (together, the "Development Act"), the EDA has created Redevelopment Project Area No. 4 (the "Project Area") and has adopted or proposes to adopt a Redevelopment Plan therefor (the "Redevelopment Plan"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended, (the "TIF Act"), on January 23, 2012, the EDA adopted a resolution creating, within the Project Area, Tax Increment Financing (Redevelopment) District No. 18 (Chaska Building Center Project) as a redevelopment tax increment financing district (the "TIF District"), the legal description of which is attached hereto as **Exhibit A**, and adopted a tax increment financing plan therefor (the "TIF Plan") which provides for the use of tax increment financing in connection with certain development within the Project Area and the TIF District; and

WHEREAS, the Developer proposes to construct an approximately 31,840 square foot manufacturing facility for use in its medical device manufacturing business on the Development Property the "Project") and has requested that the EDA use tax increment financing to assist the Developer with certain costs thereof in order to fill the gap between the Total Development Costs (as hereinafter defined) and the funds available to pay such costs; and

WHEREAS, the requirements of the Minnesota Statutes, Sections 116J.993 through 116J.995, as amended (the "Business Subsidy Law"), apply to this Agreement; and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after public hearings for which notice was published; and

WHEREAS, in connection with the assistance provided under this Agreement, this agreement constitutes a subsidy agreement under the Business Subsidy Law

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

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

Affiliate means a corporation, partnership, joint venture, association, business trust or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with the Developer or any other Affiliate. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a majority of its voting securities or interests, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise;

Architect means Rosa Architectural Group, Inc.;

Assessment Agreement means the agreement, in substantially the form of the agreement contained in **Exhibit F** attached hereto and made a part of this Agreement, between the Developer and the EDA and including the attached certification by the assessor for the County, entered into pursuant to Article III of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value of the Project for calculation of real property taxes as determined by the assessor for the County as of January 2, 2019 and as further set forth in the Assessment Agreement;

Available Tax Increments means 90% of the Tax Increments received by the EDA less the amount of Tax Increments, if any, which the EDA must pay to the school district, the County and the State pursuant to Minnesota Statutes, Sections 469.177, Subds. 3, 9, 10, and 11; 469.176, Subd. 4h; and 469.175, Subd. 1a, as the same may be amended from time to time;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Chaska, Minnesota and its authorized successors and assigns;

City Site Work means the removal of existing building slabs, foundation and pavement from the Development Property;

Closing Date or Closing means the date on which the EDA conveys the Development Property to the Developer, which date shall be the date determined in accordance with the Purchase Agreement;

Completion Date means the date on which the Certificate of Completion with respect to the Project is executed by the EDA and the City pursuant to Section 3.7;

Construction Costs means the capital costs of the construction of the Project, including the costs of labor and materials; construction management and supervision expenses; insurance and payment or performance bond premiums; architectural and engineering fees and expenses; property taxes; usual and customary fees or costs payable to the EDA or the City, or any other public body with regulatory authority over construction of the Project (e.g. building permits and inspection fees); the developer fee; and all other costs chargeable to the capital account of the Project under generally accepted accounting principles;

Construction Documents shall mean the following documents, all of which shall be in form and substance acceptable to the Developer, the EDA and the City: (a) evidence satisfactory to EDA and the City showing that the Project conforms to applicable zoning, subdivision and building code laws and ordinances, including a copy of the building permit for the Project; (b) a copy of the executed standard form of agreement between owner and architect for architectural services for the Project, if any, and (c) a copy of the executed general contractor's contract for the Project, if any;

Construction Plans means the plans, specifications, drawings and related documents for the construction of the Project which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City;

County means Carver County, Minnesota;

Deed means the Quit Claim Deed in the form attached to the Purchase Agreement, to be executed by the EDA conveying the Development Property to the Developer;

Design Drawings means the floor plans, renderings, elevations and material specifications for the Project to be prepared by the Architect;

Developer means Formacoat Leasing LLC, a Minnesota limited liability company, and its authorized successors and assigns;

Development Property means the real property legally described in **Exhibit B** attached to this Agreement under the heading "Development Property", which property is within the Project Area;

EDA means the Chaska Economic Development Authority and its authorized successors and assigns;

Event of Default means any of the events described in Section 5.1 hereof;

Interfund Loan means the interfund loan of non-federal funds from the City's Electric Fund or other fund of the City which was used to finance certain costs of the Project, in the aggregate amount of $477,303, with interest thereon at the rate of 4.00% per annum, all as set forth in a resolution adopted by the EDA;

Interfund Payment Date has the meaning as set forth in Section 3.2.

Organizational Documents shall mean the following which shall be in form and substance acceptable to EDA and the City: (a) Articles of Organization and Operating Agreement of the Developer, accompanied by a Certificate of Good Standing from the Minnesota Secretary of State; (b) An opinion of counsel for Developer stating that the Developer is a Minnesota limited liability company duly organized and existing under the laws of the State of Minnesota, that each of the Developer's Documents have been duly executed and delivered and are the legal and binding obligations of Developer, enforceable in accordance with their respective terms, subject to matters of bankruptcy, stay, insolvency, reorganization or other laws relating to or affecting creditors' rights generally or by principles of equity;

Project means the construction of an approximately 31,840 square foot manufacturing facility to be located on the Development Property in the City for use by the Developer in its medical device manufacturing business;

Purchase Agreement means the Purchase Agreement dated June ___, 2018 between the EDA and the Developer related to the sale of the Development Property to the Developer;

State means the State of Minnesota;

Tax Increments means the tax increments derived from the Development Property and the improvements thereon which have been received and retained by the EDA in accordance with Minnesota law, as amended from time to time, including without limitation the provisions of Minnesota Statutes, Section 469.177; for purposes of this definition, "generated by the Development Property and any improvements thereon" means the portion of Tax Increments actually received by the EDA from the TIF District determined by the EDA, in its sole determination, to have been derived from the Project based on the ratio that the captured tax capacity of the Development Property bears to the total captured tax capacity of the TIF District, taking into account tax delinquencies and petitions;

TIF Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

TIF District means the Tax Increment Financing (Redevelopment) District No. 18 (Chaska Building Center Project) consisting of the property legally described in **Exhibit A** attached hereto, which the EDA has established as a redevelopment district under the TIF Act;

TIF Plan means the tax increment financing plan approved for the TIF District;

Title Company means Title Mark, LLC, or other title company designated by Developer;

Termination Date means the earlier of (i) February 1, 2040; or (ii) any earlier date this Agreement is cancelled in accordance with the terms hereof or deemed paid in full; or (iii) the final Interfund Payment Date following the final collection of Tax Increments prior to the decertification of the TIF District in accordance with the law;

Total Development Costs means the costs as set forth on **Exhibit D**; and

Unavoidable Delays means delays, outside the control of the party claiming their occurrence, which are the direct result of strikes, other labor troubles, unusually severe or

prolonged bad weather, acts of God, acts of war or terrorism, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City or the EDA) which directly result in delays, acts of the public enemy or acts of terrorism and discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the EDA. The EDA makes the following representations and warranties:

(1) The EDA is a body corporate and politic organized and existing under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Redevelopment Plan.

(3) The EDA proposes, subject to the further provisions of this Agreement, to apply Tax Increments to repay the Interfund Loan and provide the proceeds of the Interfund Loan to the Developer as set forth herein.

(4) The EDA makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer's purposes or needs.

(5) No member of the Board of Commissioners of the EDA, or officer of the EDA, has either a direct or indirect financial interest in this Agreement.

Section 2.2. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation organized and existing under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City approved the creation of the TIF District and TIF Plan in accordance with the provisions of the TIF Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Redevelopment Plan.

(4) The City proposes, subject to the further provisions of this Agreement, to provide certain financial assistance to the Developer for certain costs incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer's purposes or needs.

(6) No Councilmember of the City, or officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

Section 2.3. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company duly and validly organized and existing in good standing under the laws of the State, and has power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of any provision of the laws of the State.

(2) The Developer has or will acquire, fee title to the Development Property, and will cause the Project to be constructed in accordance with the terms of this Agreement, the Redevelopment Project, and all local, state and federal laws and regulations including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations.

(3) The Total Development Costs of the Project are estimated to be approximately $5,010,753, and the sources of revenue to pay such costs are approximately $4,540,753, excluding the reimbursement of a portion of the purchase price for the Development Property provided herein by the EDA, and the Developer has been unable to obtain additional private financing or investment for the total estimated Total Development Costs at rates or returns that allow the Project to be economically feasible within the reasonably foreseeable future.

(4) The Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(5) The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the construction and operation of the Project.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer understands that the EDA and the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that neither the EDA nor the City has represented that development of the Development Property will be favored over the development of other properties.

(8) Subject to Unavoidable Delays, the construction of the Project will commence on or before September 15, 2018 and, barring Unavoidable Delays, the Project will be substantially completed by September 15, 2019. Notwithstanding the foregoing, failure of the Developer to

substantially complete the Project shall not be an Event of Default unless the Project is not substantially completed by March 15, 2020.

(9) The Developer's estimate of the Total Development Costs of the Project and sources of revenue to pay such costs are set forth on **Exhibit D** attached hereto.

(10) As of January 2, 2019, the estimated market value of the property described in **Exhibit A** is expected to be at least $1,910,400.

ARTICLE III
UNDERTAKINGS BY DEVELOPER, EDA AND CITY

Section 3.1. Total Development Costs and Public Costs. Based on the Developer's representation that the Total Development Costs are approximately $5,010,753, that the sources of revenue available to pay such costs, excluding the EDA's land cost reimbursement contemplated herein, is $4,540,753, and that the Developer is unable to obtain additional private financing or investment for the total estimated Total Development Costs at rates or returns that allow the Project to be economically feasible within the reasonably foreseeable future, the EDA has agreed to provide tax increment financing assistance as hereinafter set forth. The Developer agrees that it will construct the Project on the Development Property.

Section 3.2. Agreement to Pay Tax Increment Shortfall. In order to assist with the costs of site acquisition, subject to the satisfaction of all conditions set forth in the Purchase Agreement and satisfaction of all other conditions required by law to implement the terms of this Agreement, the EDA agrees to convey the Development Property to the Developer in accordance with the terms of the Purchase Agreement and to reimburse the Developer from proceeds of the Interfund Loan in an amount equal to $477,303 as further set forth in this Agreement.

Commencing August 1, 2020, on each February 1 and August 1 thereafter to and including February 1, 2040, or, if the first day of either February 1 or August 1 should not be a Business Day, the next succeeding Business Day (the "Interfund Payment Dates") the EDA will credit against the principal amount of the Interfund Loan, an amount equal to Available Tax Increments received by the EDA in the 6-month period preceding such Interfund Payment Date. If, on any Interfund Payment Date, the Available Tax Increments received by the EDA in the 6-month period preceding such Interfund Payment Date are less than the amount shown in the schedule below, the Developer shall pay, by check or draft mailed to the EDA, an amount equal to the deficiency. The Developer's obligation to make such payments is evidenced by the Purchase Price Note delivered in accordance with the Purchase Agreement and Section 4.1 hereof.

| Date | Amount | Date | Amount | Date | Amount | Date | Amount |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 8/1/20 | $15,998.50 | 8/1/25 | $17,388.00 | 8/1/30 | $18,886.00 | 8/1/35 | $20,499.00 |
| 2/1/21 | $15,998.50 | 2/1/26 | $17,388.00 | 2/1/31 | $18,886.00 | 2/1/36 | $20,499.00 |
| 8/1/21 | $16,267.50 | 8/1/26 | $17,678.50 | 8/1/31 | $19,199.00 | 8/1/36 | $20,837.00 |
| 2/1/22 | $16,267.50 | 2/1/27 | $17,678.50 | 2/1/32 | $19,199.00 | 2/1/37 | $20,837.00 |
| 8/1/22 | $16,541.50 | 8/1/27 | $17,974.00 | 8/1/32 | $19,516.50 | 8/1/37 | $21,179.00 |
| 2/1/23 | $16,541.50 | 2/1/28 | $17,974.00 | 2/1/33 | $19,516.50 | 2/1/38 | $21,179.00 |
| 8/1/23 | $16,819.50 | 8/1/28 | $18,273.00 | 8/1/33 | $19,839.50 | 8/1/38 | $21,526.00 |
| 2/1/24 | $16,819.50 | 2/1/29 | $18,273.00 | 2/1/34 | $19,839.50 | 2/1/39 | $21,526.00 |
| 8/1/24 | $17,102.00 | 8/1/29 | $18,577.50 | 8/1/34 | $20,166.50 | 8/1/39 | $21,879.00 |
| 2/1/25 | $17,102.00 | 2/1/30 | $18,577.50 | 2/1/35 | $20,166.50 | 2/1/40 | $21,879.00 |

If, as of the termination date of the TIF District, the EDA has received Available Tax Increments in excess of an amount sufficient to repay the principal amount of $477,303, with interest thereon at the rate of 4.00% per annum, the EDA will, on or before December 31, 2040, apply such excess to reimburse the Developer for any amounts paid to the EDA pursuant to this Section 3.2 or the Purchase Price Note in an amount equal to such excess.

If, as of the termination date of the TIF District, the EDA has received Available Tax Increments in an amount less than $477,303, with interest thereon at the rate of 4.00% per annum, the EDA will, if the Available Tax Increments have been received by the EDA in an amount at least equal to the amounts set forth above or the Developer has paid all deficiency amounts in accordance with this Section 3.2 and the Purchase Price Note, forgive the remaining principal amount of the Purchase Price Note.

Section 3.3. Developer to Pay Certain EDA and City Fees and Expenses. In accordance with the City's ordinances, policies and fee schedules, the Developer will pay the EDA's and City's fees and expenses in connection with the Project, including but not limited to certain engineering fees, environmental advisor fees, land use fees, zoning fees, subdivision fees and other costs related to the development of the Development Property.

Section 3.4. Compliance with Environmental Requirements.

(1) The Developer shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(2) The EDA and the City make no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances").

(3) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

(4) The Developer waives any claims against the EDA or the City, for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the Development Property.

Section 3.5. Construction Plans.

(1) Prior to the commencement of construction of the Project, the Developer will deliver to the EDA and the City the Construction Plans and a sworn construction cost statement

certified by the Developer and the general contractor (the "Sworn Construction Cost Statement"). The EDA and the City shall promptly review any Construction Plans upon submission and deliver to the Developer a written statement approving the Construction Plans or a written statement rejecting the Construction Plans and specifying the deficiencies in the Construction Plans. The EDA and the City shall approve the Construction Plans if: (i) the Construction Plans substantially conform to the terms and conditions of this Agreement; (ii) the Construction Plans are consistent with the goals and objectives of the Redevelopment Project; (iii) the Construction Plans comply with the site plan, including without limitation using consistent construction materials and architectural style; and (iv) the Construction Plans do not violate any applicable federal, State or local laws, ordinances, rules or regulations. If the Construction Plans are not approved by the EDA and the City, then the Developer shall make such changes as the EDA and the City may reasonably require and resubmit the Construction Plans to the EDA or the City for approval. If the EDA and the City have not rejected the Construction Plans in writing within 15 calendar days of submission, such Construction Plans shall automatically be deemed approved by the EDA and the City.

(2) The approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the EDA or the City does not constitute a representation or warranty by the EDA or the City that the Construction Plans or the Project comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Project will meet the qualifications for issuance of a certificate of occupancy, or that the Project will meet the requirements of the Developer or any other users of the Project. Approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the EDA or the City will not constitute a waiver of an Event of Default. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Construction Plans from any City department.

Section 3.6. Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer will commence construction of the Project by September 15, 2018 and shall substantially complete the Project by September 15, 2019. Notwithstanding the foregoing, failure of the Developer to substantially complete the Project shall not be an Event of Default unless the Project is not substantially completed by March 15, 2020. The Project will be constructed by the Developer on the Development Property in conformity with this Agreement and the Construction Plans approved by the EDA and the City. No changes shall be made to the Construction Plans for the Project without the EDA's and the City's prior written approval, unless the aggregate of such changes do not increase or decrease the Total Development Costs by more than 10%. No changes which materially alter (a) the Project's site plan, (b) exterior appearance, (c) quality, (d) exterior materials, or (e) number of parking spaces included in the Design Drawings and Construction Plans shall be made without the EDA's and the City's prior written consent, which will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed. Prior to completion, upon the request of the EDA or the City, and subject to applicable safety rules, the Developer will provide the EDA or the City reasonable access to the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction, marketing and rentals of the Project, the Developer will deliver progress reports to the EDA and the City from time to time as mutually agreed upon by the EDA, the City and the Developer.

Section 3.7. Certificate of Completion. The Developer shall notify the EDA and the City when construction of the Project has been substantially completed. At no cost to Developer, the EDA and the City shall promptly inspect the Project in order to determine whether the Project has been constructed in substantial conformity with this Agreement, the approved Construction Plan. If the EDA and the City determine that the Project has not been constructed in substantial conformity with this Agreement, the approved Construction Plans, the EDA and the City shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Project has not been constructed in substantial conformity with the approved Construction Plans and Developer shall promptly remedy such deficiencies. Promptly upon determining that the Project has been constructed in substantial conformity with this Agreement, the approved Construction Plans, the EDA and the City will furnish to the Developer a Certificate of Completion in the form attached hereto as **Exhibit E** certifying the completion of the Project. The Certificate of Completion issued for the Project shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement to construct the Project. The Developer may cause the Certificate of Completion to be recorded in the proper office for recordation of deeds and other instruments pertaining to the Development Property.

Section 3.8. Additional Responsibilities of the Developer.

(1) The Developer will construct, operate and maintain, or cause to be operated and maintained, the Project in substantial accordance with the terms of this Agreement, the Redevelopment Project and all local, State, and federal laws and regulations including, but not limited to zoning, building code, public health laws and regulations, except for approved variances necessary to construct the Project contemplated in the Construction Plans approved by the EDA and the City.

(2) The Developer will obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(3) The Developer will not construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement or has been approved by the utility involved.

(4) The Developer, at its own expense, will replace any public facilities and public utilities damaged during the construction of the Project, in accordance with the technical specifications, standards and practices of the owner thereof.

(5) The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request of the EDA or the City, furnish the EDA or the City with proof of payment of premiums on insurance of amounts and coverages normally held by owners of property similar to the Project.

Section 3.9. Encumbrance of the Development Property. Until the final Interfund Payment Date, without the prior written notice to the EDA, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction

creating any mortgage or other encumbrance or lien upon the Development Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property, except for any encumbrance required herein, including delivery of the Assessment Agreement at Closing.

Section 3.10. Business Subsidy Act.

(1) *Goals.* In order to satisfy the provisions of the Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the "Business Subsidies Act"), the Developer acknowledges and agrees that the amount of the "Business Subsidy" granted to the Developer under this Agreement is equal to the amount of the Purchase Price Note, and that the Business Subsidy is needed because the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to increase the tax base in the EDA, provide employment opportunities, and encourage economic development. The Developer agrees that it will meet the following goals (the "Goals") within two years from the Benefit Date: at least 15 full time (i.e. at least 35 hours per week) jobs will created in connection with the development of the Project at an average hourly wage of at least $19.00 per hour excluding benefits, within two years from the Benefit Date.

(2) *Remedies.* If none of the Goals are met, the Developer agrees to repay all of the Business Subsidy to the EDA, plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually. If the Goals are met in part, the Developer will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of which is the number of jobs in the Goals which were not created at the wage level set forth above and the denominator of which is 15 (i.e. number of jobs set forth in the Goals).

In addition to the remedy described in this Section and any other remedy available to the EDA for failure to meet the Goals stated in this Section, the Developer agrees and understands that it may not receive a business subsidy from the EDA or any other grantor (as defined in the Business Subsidies Act) for a period of 5 years from the date of the failure unless the Developer satisfies its repayment obligation under this Section, whichever occurs first.

(3) *Reports.* The Developer agrees to (i) report its progress on achieving the Goals to the EDA until the later of the date the Goals are met or two years from the Benefit Date, or, if the Goals are not met, until the date the Business Subsidy is repaid, (ii) include in the report the information required in Section 116J.994, Subdivision 7 of the Business Subsidies Act on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the EDA. The Developer agrees to file these reports no later than March 1 of each year commencing March 1, 2019, and within 30 days after the deadline for meeting the Goals. The EDA agrees that if it does not receive the reports, it will mail the Developer a warning letter (and email the Developer said letter to any email address the EDA has been provided by Developer) within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the EDA a penalty of $100 for each subsequent day until the report is filed up to a maximum of $1,000.

(4) *Continued Operation.* The Developer agrees that the Project will operate as a manufacturing facility for at least 5 years after the Benefit Date.

(5) *Other assistance.* In addition to the assistance provided under this Agreement, the Developer also intends to apply for financial assistance from other "grantors" as defined in the Business Subsidy Act in connection with the Project, including a grant from the Minnesota Department of Employment and Economic Development Jobs Creation Fund or Minnesota Department of Employment and Economic Development Minnesota Investment Fund.

(6) *Parent Corporation.* There is no parent corporation of the Developer.

Section 3.11. Execution of Assessment Agreement.

(1) On the Closing Date, the Developer and the EDA shall execute the Assessment Agreement relating to the Project pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for calculation of real property taxes. Specifically, the Developer shall agree to a market value in the amount of $1,910,400 as of January 2, 2019. Nothing in the Assessment Agreement or this Agreement limits the discretion of the assessor for the County to assign a market value to the property in excess of such Assessor's Minimum Market Value nor prohibits the Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such market value for property tax purposes, provided however, the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value for any year so long as the Assessment Agreement remains in effect for that year.

(2) The Assessment Agreement shall remain in effect until the earlier of (i) January 31, 2040, or (ii) the date on which the TIF District expires or is otherwise terminated. Minnesota Statutes, Section 469.177, Subdivision 8, upon a finding by the assessor of the County that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed for record in the office of the county recorder or registrar of titles of the County prior to any lien on the Development Property, including any mortgage, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property, whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage.

(3) The Developer agrees to pay the cost of filing such Assessment Agreement with the Carver County Recorder and Registrar of Titles.

(4) The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid with respect to the Project through willful destruction of the Project or any part of the Development Property; or willful refusal to reconstruct damaged or destroyed property. Developer also agrees that it will not, prior to the Termination Date, apply for a deferral of property tax on the Development Property and the improvements thereon pursuant to any law, or transfer or permit transfer of the Development Property to any entity

whose ownership or operation of the property would result in the Development Property being exempt from real estate taxes under State law.

(5) The Developer shall notify the City and the EDA within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a "Tax Appeal"). If as of any Interfund Payment Date, any Tax Appeal is then pending, the EDA will withhold payments of Available Tax Increments attributable to the disputed tax payment that is the subject of the Tax Appeal to determine any shortfall pursuant to Section 3.2. The EDA will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of Available Tax Increment attributable to the disputed tax payments is finalized.

Section 3.12. City Site Work. The City agrees to commence construction of the City Site Work within 30 days after the Developer has deposited $195,000 into an escrow account in accordance with Section 3.2 of the Purchase Agreement. At the same time as the City Site Work will be completed, the City will undertake site clearance for adjacent parcels. If the City Site Work has not been completed prior to the Closing Date, the Developer shall provide a temporary access and construction easement over the Development Property so that the City can complete the City Site Work. Funds on deposit in the escrow account may be drawn upon by the City to pay for actual costs incurred for the City Site Work and to pay for the City's area development fees relating to the Development Property including an Area-Water Fee, Area-Sanitary Fee, Area-Storm Sewer Fee, Area-Park Dedication Fee, and Area-Trails Fee.

Section 3.13. Subdivision or Replatting of Development Property. Within 10 days after execution of the Purchase Agreement, at the Developer's sole cost and expense, and as part of the planning process, the Developer shall commence the process necessary to legally subdivide the proposed 3-acre parcel described in the Purchase Agreement from the existing property owned by the EDA. On or before the Closing Date, the Developer shall prepare and complete the process, subject to and in accordance with all City ordinances and procedures, to obtain final City approval of a plat or subdivision of the Development Property as necessary to transfer title of the Development Property to the Developer.

## ARTICLE IV
## CONVEYANCE OF DEVELOPMENT PROPERTY

Section 4.1. Purchase and Sale of Development Property; Purchase Price. Subject to satisfaction of all conditions set forth in the Purchase Agreement and satisfaction of all other conditions required by law to implement the terms of this Agreement, including but not limited to the delivery of the Purchase Price Note and other funds of the Borrower on the Closing Date in accordance with the Purchase Agreement, the EDA will convey the Development Property to the Developer as provided in the Purchase Agreement.

Section 4.2. Conveyance Subject to Right of Re-entry. The EDA's conveyance of the Development Property to the Developer pursuant to the Purchase Agreement will be made subject to a right of re-entry for breach of a condition subsequent in favor of the EDA. The condition subsequent is that, barring any Unavoidable Delays, Buyer shall commence construction of an approximately 31,840 square foot manufacturing facility on the Property by June 25, 2019. For purposes of this Section, the term "commence" means the making of visible improvements, including without limitation subsurface excavation but excluding mere surface grading. If Developer breaches such condition subsequent, the EDA shall give notice to Developer thereof and Developer shall have 30 days from receipt of said notice to comply with the condition. If the Developer fails to comply within said 30 days, the Developer shall re-convey the Development Property back to the EDA. If the Developer fails to re-convey the Development Property to the EDA, the EDA may elect to exercise its right of reentry by commencing an action in Carver County District Court to establish the breach of the condition subsequent. If the EDA establishes a breach of the condition subsequent, title to and the right to possession of the Development Property and title to all improvements located thereon reverts to the EDA, and the Developer is not entitled to any compensation from the EDA for the value of any improvements the Developer has made to the Development Property.

ARTICLE V
EVENTS OF DEFAULT

Section 5.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Development Property.

(2) Subject to Unavoidable Delays, failure by the Developer to proceed with due diligence to substantially complete the construction of the Project pursuant to the terms, conditions and limitations of this Agreement by March 15, 2020.

(3) Failure of the Developer to observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) Failure by the Developer to make a payment within 10 days after such payment is due under the Purchase Price Note or pursuant to Section 3.2.

(5) If, prior to the Completion Date, the Developer shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 60 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 60 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 5.1 occurs and is continuing, either the EDA or the City, as specified below, may take any one or more of the following actions after the giving of 30 days' written notice to the Developer, but only if the Event of Default has not been cured within said 30 days; provided that if such Event of Default cannot be reasonably cured within the 30 day period, and the Developer has provided reasonable assurances to EDA and the City that it is proceeding with due diligence to cure such default, such 30-day cure period shall be extended for an additional period deemed reasonably necessary by the EDA and the City to effect the cure, but in any event not to exceed an additional 180 days:

(1) The EDA or the City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed reasonably adequate by the EDA and the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The EDA or the City may terminate this Agreement.

(3) The EDA may accelerate the payments of the Purchase Price Note and the obligations of the Developer under Section 3.2.

(4) The EDA and the City may exercise its remedies pursuant to Section 3.10 hereof.

(5) If the Event of Default constitutes a breach of the condition subsequent set forth in the right of re-entry in Section 4.2 and in the Deed, the EDA may exercise its right of re-entry as set forth in the Deed and Section 4.2 hereof.

(6) The EDA may seek specific performance of the obligations of the Developer pursuant to this Agreement and the Purchase Price Note or damages to the extent otherwise set forth herein as to any obligation, agreement, or covenant of the Developer under this Agreement or the Purchase Price Note.

(7) The EDA or the City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the EDA or the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.5. Indemnification of EDA and the City.

(1) The Developer releases from and covenants and agrees that the EDA and the City, and their governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, except to the extent caused by any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

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

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

Section 5.6. Reimbursement of Attorneys' Fees. If the Developer shall default under any of the provisions of this Agreement, and the EDA and the City shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will on demand therefor reimburse the EDA and the City for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 5.7. Developer Remedies on Default. Whenever any Event of Default occurs by the EDA or the City, the Developer may, after 30 days' prior written notice to the City and the EDA, suspend its performance under this Agreement and/or take whatever action at law or in equity may appear necessary or desirable to the Developer to enforce performance and observance of any obligation, agreement, or covenant of the EDA or the City under this Agreement. Nothing in this Agreement shall entitle the Developer to make any claim against the EDA or the City for any damages whatsoever and the Developer's remedies are strictly limited to the foregoing.

ARTICLE VI
ADDITIONAL PROVISIONS

Section 6.1. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that, throughout the term of this Agreement, the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a manufacturing facility in accordance with City zoning, which does not qualify for an exemption from property taxes. The conversion of any portion of the Project to any other use shall result in the termination of the use of the Tax Increments and require immediate payment in full of the outstanding balance of the Purchase Price Note and the Interfund Loan, unless the City first approves said change in use.

Section 6.2. Reports. The Developer shall provide the EDA and the City reports in a timely manner with such information about the Project as the EDA or the City may reasonably request for purposes of satisfying any reporting requirements imposed by law on the EDA and the City.

Section 6.3. Limitations on Transfer and Assignment.

(1) Except as provided in Section 3.9 or Section 6.3(4), the Developer will not sell, assign, convey, lease or transfer in any other mode or manner (collectively, "Transfer") this Agreement or the Development Property or the Project, or any interest therein, without the express written approval of the EDA and the City, which consent will not be unreasonably withheld, conditioned or delayed;

(2) The EDA and the City shall be entitled to require, as conditions to any approval of any Transfer of this Agreement, the Development Property, the Project, or applicable portion thereof, that:

(a) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the EDA and the City, necessary and adequate to fulfill the obligations undertaken in this Agreement and the Purchase Price Note by the Developer;

(b) Any proposed transferee, by instrument in writing satisfactory to the EDA and the City shall, for itself and its successors and assigns, and expressly for the benefit of the EDA and the City have expressly assumed any of the remaining obligations of the Developer under this Agreement and the Purchase Price Note and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(c) There shall be submitted to the EDA and the City for review all instruments and other legal documents involved in effecting transfer, and if approved by EDA and the City, their approval shall be promptly indicated to the Developer in writing;

(d) The Developer and its transferees shall comply with such other conditions as the EDA may reasonably require in order to achieve and safeguard the purposes of the Act, the TIF Act, this Agreement, and the Purchase Price Note; and

(e) In the absence of a specific written agreement by the EDA and the City to the contrary, no such transfer or approval by the EDA and the City thereof shall be deemed to relieve the Developer or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

(3) The Developer agrees to pay all reasonable legal fees and expenses of the EDA and the City, including fees of the city attorney and outside counsel retained by the EDA or the City to review the documents submitted to the EDA in connection with any Transfer.

(4) Nothing contained in this Section shall prohibit the Developer from (i) entering into leases with tenants in the ordinary course of business, (ii) entering into easement or other agreements necessary for the operation of the Project, (iii) admitting or removing members in accordance with the applicable organizational documents, (iv) Transferring this Agreement or the Development Property or the Project to an Affiliate so long as the proposed transferee expressly assumes in writing provided to the City and the EDA the obligations of the Developer hereunder.

Section 6.4. Conflicts of Interest. No member of the governing body or other official of the EDA or the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the EDA or the City shall be personally liable to the EDA or the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.5. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

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

Formacoat Leasing LLC
12500 Zinran Avenue
Savage, Minnesota 55378

(b) in the case of the EDA is addressed to or delivered personally to the EDA at:

Chaska Economic Development Authority
Chaska City Hall
One City Hall Plaza
Chaska, MN 55318
Attn: Executive Director

(c) in the case of the City is addressed to or delivered personally to the City at:

City of Chaska
Chaska City Hall
One City Hall Plaza
Chaska, MN 55318
Attn: City Administrator

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.7. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.9. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.10. Term; Termination. This Agreement shall terminate on the Termination Date. In addition, the Developer may elect to terminate this Agreement and the Assessment Agreement at any time by prepaying the outstanding principal balance of and accrued interest on the Purchase Price Note as of the date of such prepayment and termination. After the Termination Date, if requested by the Developer, the EDA and the City will provide a termination certificate as to the Developer's obligations hereunder.

Section 6.11. Provisions Surviving Rescission, Expiration or Termination. Sections 5.5 and 5.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.12. Superseding Effect. This Agreement and the Purchase Agreement reflect the entire agreement of the parties with respect to the development of the Development Property, and supersede in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property.

Section 6.13. Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the EDA or the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the EDA and the City and not of any governing body member, officer, agent, servant or employee of the EDA or the City.

Section 6.14. Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Developer agrees that all legal actions initiated by the Developer, the City or the EDA with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Carver County, District Court and shall not be removed therefrom to any other federal or state court.

Section 6.15. Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, the EDA has caused this Agreement to be duly executed in its name and on its behalf, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

**CHASKA ECONOMIC DEVELOPMENT AUTHORITY**

By: _____
Mark Windschitl
Its: President

By: _____
Matt Podhradsky
Its: Executive Director

This is a signature page to the Development Agreement, dated as of the date first written above, by and between the Chaska Economic Development Authority, the City of Chaska, Minnesota, and Formacoat Leasing LLC

**CITY OF CHASKA, MINNESOTA**

By: _____
Mark Windschitl
Its: Mayor

By: _____
Matt Podhradsky
Its: City Administrator

This is a signature page to the Development Agreement, dated as of the date first written above, by and between the Chaska Economic Development Authority, the City of Chaska, Minnesota, and Formacoat Leasing LLC

**FORMACOAT LEASING LLC**

By: _____

Its: Managing Member

This is a signature page to the Development Agreement, dated as of the date first written above, by and between the Chaska Economic Development Authority, the City of Chaska, Minnesota, and Formacoat Leasing LLC

## EXHIBIT A

## DESCRIPTION OF TIF DISTRICT

The real property situated in the City of Chaska, County of Carver, State of Minnesota, described as follows:

Parcel ID No. 30.5440110

Parcel ID No. 30.544.0060

## EXHIBIT B

## LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The real property situated in the City of Chaska, County of Carver, State of Minnesota, described as follows:

Lot 1, Block 1, Formacoat Addition

## EXHIBIT C

## PURCHASE PRICE NOTE

Formacoat Leasing LLC (the "Developer"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay to the Chaska Economic Development Authority (the "EDA") or its registered assigns (the registered owner of this Note is referred to herein as the "Registered Owner"), the principal sum of Four Hundred Seventy Seven Three Hundred Two Dollars ($477,303), with interest thereon at the rate of 4.00% per annum.

The principal amount of this Note shall equal, from time to time, the principal amount stated above, as reduced to the extent that such principal shall have been paid in whole or in part pursuant to the terms hereof. This Note is issued pursuant to that certain Development Agreement, dated as of June ___, 2018, as the same may be amended from time to time (the "Development Agreement"), by and between the EDA and the Developer.

The amounts due under this Note shall be payable in 40 semiannual installments, commencing August 1, 2020, and on each February 1 and August 1 thereafter to and including February 1, 2040, or, if the first day of either February 1 or August 1 should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates") in the amounts shown in the schedule below (each a "Payment Installment"). On each Payment Date the EDA will credit against the Payment Installment then due, an amount equal to Available Tax Increments (as defined in the Development Agreement) received by the EDA in the 6-month period preceding such Payment Date. If, on any Payment Date, 90% of the Available Tax Increments received by the EDA in the 6-month period preceding such Payment Date is less than the amount shown in the schedule below, the Developer shall pay, by check or draft mailed to the EDA, an amount equal to the deficiency.

| Date | Amount | Date | Amount | Date | Amount | Date | Amount |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 8/1/20 | $15,998.50 | 8/1/25 | $17,388.00 | 8/1/30 | $18,886.00 | 8/1/35 | $20,499.00 |
| 2/1/21 | $15,998.50 | 2/1/26 | $17,388.00 | 2/1/31 | $18,886.00 | 2/1/36 | $20,499.00 |
| 8/1/21 | $16,267.50 | 8/1/26 | $17,678.50 | 8/1/31 | $19,199.00 | 8/1/36 | $20,837.00 |
| 2/1/22 | $16,267.50 | 2/1/27 | $17,678.50 | 2/1/32 | $19,199.00 | 2/1/37 | $20,837.00 |
| 8/1/22 | $16,541.50 | 8/1/27 | $17,974.00 | 8/1/32 | $19,516.50 | 8/1/37 | $21,179.00 |
| 2/1/23 | $16,541.50 | 2/1/28 | $17,974.00 | 2/1/33 | $19,516.50 | 2/1/38 | $21,179.00 |
| 8/1/23 | $16,819.50 | 8/1/28 | $18,273.00 | 8/1/33 | $19,839.50 | 8/1/38 | $21,526.00 |
| 2/1/24 | $16,819.50 | 2/1/29 | $18,273.00 | 2/1/34 | $19,839.50 | 2/1/39 | $21,526.00 |
| 8/1/24 | $17,102.00 | 8/1/29 | $18,577.50 | 8/1/34 | $20,166.50 | 8/1/39 | $21,879.00 |
| 2/1/25 | $17,102.00 | 2/1/30 | $18,577.50 | 2/1/35 | $20,166.50 | 2/1/40 | $21,879.00 |

This Note is prepayable at any time without penalty.

If, as of the termination date of the TIF District (as defined in the Development Agreement), the EDA has received Available Tax Increments in excess of an amount sufficient

to repay the principal amount of $477,303, with interest thereon at the rate of 4.00% per annum, the EDA will, on or before December 31, 2040, apply such excess to reimburse the Developer for any amounts paid to the EDA pursuant to Section 3.2 of the Development Agreement and this Note in an amount equal to such excess.

If, as of the termination date of the TIF District, the EDA has received Available Tax Increments in an amount less than $477,303, with interest thereon at the rate of 4.00% per annum, the EDA will, if the Available Tax Increments have been received by the EDA in an amount at least equal to the amounts set forth above or the Developer has paid all deficiency amounts in accordance with Section 3.2 of the Development Agreement and this Note, forgive the remaining principal amount of this Note.

IN WITNESS WHEREOF, Formacoat Leasing LLC has caused this Note to be executed and delivered as of June 14, 2018.

FORMACOAT LEASING LLC

By: _____

Its: Managing Member

**EXHIBIT D**

**SOURCES AND USES**

**EXHIBIT E**

**CERTIFICATE OF COMPLETION OF PROJECT**

THIS CERTIFICATE, made this ____ day of _____, 201___ from the CHASKA ECONOMIC DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the laws of the State of Minnesota (the "EDA"), the CITY OF CHASKA, MINNESOTA, a municipal corporation existing under the Constitution and laws of the State of Minnesota (the "City"), for the benefit Formacoat Leasing LLC, a Minnesota limited liability company (the "Developer").

WHEREAS, the EDA and the City entered into a Development Agreement (the "Agreement"), dated June ___, 2018, with the Developer which requires the Developer to construct an approximately 31,840 square foot manufacturing facility to be located on the Development Property in the City for use by the Developer in its medical device manufacturing business (the "Project") on the property situated in the City of Chaska, County of Carver, State of Minnesota legally described as follows (the "Development Property"):

Lot 1, Block 1, Formacoat Addition

WHEREAS, the Developer has constructed the Project in a manner deemed sufficient by the EDA and the City to permit the execution of this certification;

NOW THEREFORE, the EDA and the City do hereby certify that the Developer has satisfactorily completed the Project and terms and conditions as recited in the Agreement. The Developer is released and forever discharged from its obligations with respect to construction of the Project under Article III of the Agreement. Any remaining obligations under the Agreement shall be solely contractual obligations of the Developer and parties to whom the Developer expressly assigns, and who expressly assume, the Developer's obligations under the Agreement. The remaining covenants of the Developer under the Agreement are not intended to run with title to the Development Property or bind successors in title to the Development Property.

The EDA has, as of the date and year first above written, set its hand hereon.

CHASKA ECONOMIC DEVELOPMENT AUTHORITY

By _____
Its Executive Director

STATE OF MINNESOTA )
) ss
COUNTY OF CARVER )

On this ____ day of _____, 201___, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is the Executive Director of the Chaska Economic Development Authority, the corporation named in the foregoing instrument, and said instrument was signed in behalf of said political subdivision by authority of its Board of Commissioners, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

The City has, as of the date and year first above written, set its hand hereon.

CITY OF CHASKA, MINNESOTA

By: _____
Its: City Administrator

STATE OF MINNESOTA )
) ss
COUNTY OF CARVER )

On this ____ day of _____, 201___, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is the City Administrator of the City of Chaska, Minnesota, the municipal corporation named in the foregoing instrument, and said instrument was signed in behalf of said municipal corporation by authority of its City Council, and said _____ acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
KENNEDY & GRAVEN, CHARTERED (JSB)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

**EXHIBIT F**

**ASSESSMENT AGREEMENT**

THIS AGREEMENT, dated as of this __ day of _____, 2018, is between Chaska Economic Development Authority (the "EDA"), and Formacoat Leasing LLC (the "Developer").

WITNESSETH

WHEREAS, on or before the date hereof the EDA and the Developer have entered into a Development Agreement dated as of June ___, 2018 (the "Development Agreement") regarding certain real property located in the EDA including the property legally described in **Exhibit A** (the "Developer Property").

WHEREAS, it is contemplated that pursuant to said Development Agreement, the Developer will construct of an approximately 31,840 square foot manufacturing facility to be located on the Development Property in the City of Chaska, Minnesota for use by the Developer in its medical device manufacturing business (the "Project") on the Developer Property in accordance with construction plans approved by the EDA.

WHEREAS, the EDA and the Developer desire to establish a minimum market value for the Developer Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177.

WHEREAS, the Developer has acquired the land included in the Developer Property legally described in **Exhibit A** attached hereto.

WHEREAS, the EDA and the Assessor have reviewed Construction Plans for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2019, the minimum market value, which shall be assessed for the Developer Property, shall be $1,910,400.

2. The minimum market values herein established shall be of no further force and effect after assessment on January 2, 2038 for taxes payable in 2039 and this Agreement shall terminate automatically on January 31, 2038; provided, however, this Agreement shall

terminate on such earlier date as the TIF District (as defined in the Development Agreement) is decertified, defeased or terminated in accordance with its terms (the "Termination Date"). If the Termination Date is earlier than January 31, 2038 for taxes payable in 2039, the EDA shall duly execute and record a release of this Agreement upon the written request and sole expense of the then holder of fee title to the Developer Property.

3. This Agreement shall be recorded by the EDA with the County Recorder of Carver County, Minnesota. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Development Agreement among the EDA and the Developer.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

This instrument was drafted by:
Kennedy & Graven, Chartered (JSB)
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402

IN WITNESS WHEREOF, the EDA and the Developer have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

CHASKA ECONOMIC DEVELOPMENT AUTHORITY

By_____
Its President

By_____
Its Executive Director

STATE OF MINNESOTA )
): ss
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the President of the Chaska Economic Development Authority on behalf of said Authority.

_____
Notary Public

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the Executive Director of the Chaska Economic Development Authority, on behalf of said Authority.

_____
Notary Public

Signature page for Assessment Agreement by and among Chaska Economic Development Authority and Formacoat Leasing LLC

**FORMACOAT LEASING LLC**, a Minnesota corporation

By _____
Name: Mark C. Gross
Its: Managing Member

STATE OF MINNESOTA )
): ss
COUNTY OF Carver )

The foregoing instrument was acknowledged before me this 14 day of June, 2018, by Mark Gross, the Managing Member of Formacoat Leasing LLC, a Minnesota limited liability company, on behalf of said corporation.

DENISE LYNN WETZEL
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2021

_____
Notary Public

Signature page for Assessment Agreement by and among the Chaska Economic Development Authority and Formacoat Leasing LLC

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the Assessment Agreement dated as of _____ __, 2018 by and between Chaska Economic Development Authority and Formacoat Leasing LLC, the plans and specifications for the Project, as defined in the foregoing Assessment Agreement, and the minimum market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market value contained in the Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the minimum market value as of January 2, 2019 of $1,910,400 assigned to such land and improvements is reasonable.

_____
County Assessor for Carver County

STATE OF MINNESOTA )
) ss.
COUNTY OF CARVER )

This instrument was acknowledged before me on _____, 2018, by _____, the County Assessor of Carver County.

_____
Notary Public

## EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

### Legal Description of Developer Property

The real property situated in the City of Chaska, County of Carver, State of Minnesota, described as follows:

Lot 1, Block 1, Formacoat Addition

# REQUEST FOR ACTION
# CHASKA PLANNING COMMISSION
## 06/18/2018

**Subject: Former KFC Building (798 Yellow Brick Road) - Concept Plan**

Applicant: China Pagoda, Inc.

Locations: North of Chaska Boulevard and west of Yellow Brick Road

Case No.: PC No. 2018-22

Synopsis: The applicant is requesting approval of a concept plan that would allow them to redevelop the former KFC building and site (798 Yellow Brick Road)

Prepared By: Elizabeth Hanson, City Planner

Staff Recommendation: Adopt a Resolution Approving the Request

---

**BACKGROUND**

The building at 798 Yellow Brick Road formerly housed the KFC restaurant. The site has been sitting vacant for the last several years. It has been an eyesore in downtown due to its deteriorating condition.

China Pagoda has been a business in the community for a long period of time. Their original location has been on the corner of the strip mall in downtown off of 4th Street, across from City Hall. They are hoping to find a more permanent location for their restaurant at the former KFC building.

**Goals**

The applicant's goals for this concept plan are as follows:

- Understanding of Chaska and its motto to be the "Best Small Town in Minnesota".
- Understanding of the site and the improvements to remove blight and make the site usable again.
- Understanding of design and how it relates to its context.

**Existing Conditions**

The overall site area is 0.63 acres and consists of a 2,500 square foot building and parking lot. The main accesses are on the north side of the site to gain access off of the private drive in the Cooper's parking lot.

**CURRENT REQUEST**
The request this evening is for Concept Plan approval to redevelop the building and site. The existing building will remain and be rehabilitated for the needs of the new China Pagoda. Parking will also remain on the west and east sides of the site, with some minor changes to improve traffic flow.

**Adjacent properties**
The site is bounded on the north by the Brickyard Shopping Center, the south by Chaska Boulevard, the west by a City-owned property and Chaser's, and the east by Yellow Brick Road and Arby's.

**Use**
The use of this site is consistent with the approved zoning for the property (PCD-3 – Planned Commercial Development).

**Site Layout**
The plan is to continue to use the existing accesses into the site from the private drive. The building is situated in the center of the site with vehicle movement around the building; the parking lot will remain intact however the west portion will become a one-way system. A drive-thru component exists on the west façade, however this component will be removed as a part of the remodel.

**Building Materials & Design**
The building proposed is the existing building with modifications being done to the exterior. Suggested design language includes: use of face brick in a color that recalls Chaska's rich history of brick production, glass, and cementitious lap siding.

*Staff Recommendation/Analysis*
Staff believes the applicant has done a good job in studying the surrounding context for this site, as it relates to common design and elements found in Chaska. The building is in deteriorating shape and thus it will be a challenge to rehabilitate. The applicant will essentially be providing this building a face lift.

The City of Chaska has certain building design and material requirements for commercial buildings. A portion of it is stated as follows:

*"Office, Commercial, Public and Institutional buildings shall use at least three (3) Class I materials and shall be composed of at least seventy (70) percent Class I materials and shall not exceed thirty (30) percent Class II or Class III materials."*

The building is proposing a majority of the building to be constructed of brick and cementitious siding, which are class I materials. The applicant must show in the preliminary submittal how they meet the City's Building Design/Materials ordinance by calling out each material on the elevations and their percentage make-up.

Staff would like to point out that the south and east facades are highly visible and thus their articulation will be significantly important. The applicant has focused their main attention on these facades with the articulation. We would like to point out that the applicant must continue

to work on these facades to see where more articulation can occur to enhance the building and provide consistency with Chaska's context. One area of note is on the east façade on its northerly area to provide more articulation (i.e. brick work, glass, etc) to help break up the linear massing as much as possible.

Staff has had a chance to sit down with the applicant to discuss the proposed design and the areas to focus on for preliminary submittal, as noted above. Another item brought up was the color selections for the building. The renderings provided show a very dark building with the Chaska brick being the lightest color. Staff has encouraged the applicant to look into other color options on some of the elements to bring in more lightness. Material samples of the colors will also be helpful during the preliminary to understand the shades of this building. Staff also advised the applicant to look into other opportunities to show downtown Chaska elements, such as gooseneck lighting, additional areas for brick, brick detailing, etc.

The north side of the building was also discussed. The existing drive aisle on this side of the building will be removed and changed to have additional green space for the site. Staff is favorable of this change. The north side of the building does not provide a lot of articulation on this facade today due to the location of the kitchen, storage and bathrooms in this general area of the building. Because of this it is difficult to provide additional articulation and windows to this façade. With the added greenspace staff is favorable of heavy landscaping in this area to hide, or break up, the massing of this façade.

The west side of the building is not heavily visible due to the location of mature trees on the edge of the site. Because of this, staff is favorable of focusing more of the articulation on the east and south facades.

**Setbacks**
The required setbacks for the site are as follows:

| BUILDING SETBACKS | |
|---|---|
| **Direction** | **Setback** |
| Chaska Boulevard | 100 feet from centerline |
| Interior Property Lines | 10 feet |

| PARKING SETBACKS | |
|---|---|
| **Direction** | **Setback** |
| ROW | 10 feet |
| Interior Property Lines | 5 feet |

**Parking/Access/Circulation**
23 parking spaces 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. |
|---|---|---|---|
| Retail | 2,800 sf | 1ps/200sf | 14 parking spaces |
| | | **REQUIRED** | **14 parking spaces** |
| | | **PROVIDED** | **23 parking spaces** |

According to this table the applicant is meeting the required amount of parking spaces needed for the use. Parking spaces will be provided on the west and east sides of the buildings. The proposed parking lot will provide full access into the site on the easterly access on the north side. Customers will mainly park on the east side of the building. The west side is mainly designated for employees. The west side of the parking lot will be a one-way system to allow people to exit the site. People will not be able to enter the site from this side. As stated before, the drive-thru aisle on the north side of the building will be removed and replaced with green space.

*Staff Recommendation/Analysis*
Staff is happy to see that the parking lot layout will be improved. The flow of the area seems to make sense and provide smooth traffic through the site. The parking lot will need to be re-striped as it is unapparent where the stalls are on the site today.

**Landscaping**
The concept plan is not showing what will be done for landscaping. It will be important to provide adequate landscaping and enhancements in the green areas provided as these areas are limited on the site. As Staff has stated above, the north portion of the site will be an opportune area to provide significant landscaping to hide the north elevation.

The east edge of the site currently shows a couple mature coniferous trees. The incorporation of additional landscaping, such as ornamental trees and shrubs, would be highly encouraged. The same can be said for the front of the building on the south and east sides. Staff would like to see the applicant enhancing this site with landscaping where possible.

Landscaping will have to meet the City's ordinance in terms of quantity and size. The applicant will be required to submit a landscape plan with the preliminary submittal to show how they meet this ordinance.

**Pedestrian Places**
Currently there are no pedestrian places proposed on the plans. Staff would advise the applicant to look into the incorporation of a patio, or seating area, near the building for patrons to use; perhaps in front of the building where there appears to be some room. Staff would advise the applicant to incorporate and comment on the gathering spaces they will be able to provide when they come back for preliminary.

**Lighting**
Any lighting proposed for this plan should be fully screened and face downward. Lighting shall also be designed to be sensitive to the historic context and scale. Gooseneck lighting is traditional in historic downtowns and would be seen as a favorable option. The applicant must provide specs and photometrics for any new lighting.

**Monument Sign & Trash Enclosure**
The existing monument sign does not appear to be a part of this proposal. A new trash enclosure is proposed on the north side of the site. Details on this enclosure will be required during preliminary submittal.

A monument sign has not been proposed or identified at this point. Staff would encourage the applicant to provide sign information during their preliminary submittal, and potentially utilize the existing monument sign on the southeast corner of the site. If the monument sign is not used then it needs to be removed to eliminate the eye sore on the site.

**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.

**Next Steps**
The applicant will have to apply for preliminary site plan as the next step in the process. A final site plan application will be the last step after preliminary approvals are obtained.

**CONCLUSION**
Staff is happy to see that the vacant building at 798 Yellow Brick Road is taking steps to receive improvements. Staff will continue to work with the applicant to ensure the site and building become a visually pleasing amenity to the community and downtown once again.

**PLANNING COMMISSION ACTION TAKEN 6/13/2018:**
Motion to recommend approval of the Concept Plan for China Pagoda at 798 Yellow Brick Road (PC#2018-22), subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative (pgs 1-3), submitted by Jeff Hafferman, dated April 13, 2018.
    b. Concept Plan (pgs P100, P101, P102 and O103), submitted by InSpire Architects, dated April 30, 2018.
2. Adherence with the City Engineers Memo dated June, 2018.
3. Compliance with section 9.11 Building Design/Materials and Site Design.
4. Provision to design the building to tie in with historic downtown Chaska.
5. Provision of curb and gutter to be provided in parking lot design.
6. Provision of significant landscaping to be provided on the north side of the site adjacent to the north façade by way of coniferous and deciduous plantings and trees.
7. Provision of landscaping be provided near the front of the building on the south and east facades and to be shown on the landscape plan during the preliminary submittal.
8. Provision of a material board showing the proposed material selections.
9. Provision of lighting specs to be historically accurate in scale and design and to be submitted with preliminary site plan submittal.
10. Provision to remove or re-face the existing monument sign on the southeast corner of the site.
11. Provision that signs will meet Section 10 of the zoning ordinance.
12. Provision of trash enclosure details to be included in the preliminary submittal.
13. Provision of pedestrian gathering places, such as patio(s) or seating area(s), provided on site.
14. Provision that the Chaska brick blend is reviewed and approved by Planning staff prior to application.
15. Building fire suppression system to be implemented if required by Fire Department.

16. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
17. Provision of a storm water management plan meeting City and Carver County WMO standards.
18. Provision that all mechanical equipment will be fully screened from view.
19. Provision that full modular face brick will be used on the buildings in order to be classified as a Class I material, and to be called out on all elevation/material plans at Preliminary submittal.
20. Provision that drive aisles are at least 24 feet in width.

**CITY COUNCIL ACTION REQUESTED**

**Motion to adopt a Resolution approving the Concept Plan for China Pagoda at 798 Yellow Brick Road (PC# 2018-22)**

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

**RESOLUTION**

**DATE 06/18/2018 RESOLUTION NO. 2018-86**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

---

**Resolution approving the Concept Plan for China Pagoda at 798 Yellow Brick Road/China Pagoda, Inc./P.C. No. 2018-22**

---

WHEREAS, the request this evening is for Concept Plan approval to redevelop the building and site at 798 Yellow Brick Road; and

WHEREAS, the existing building will remain and be rehabilitated for the needs of the new China Pagoda; and

WHEREAS, parking will also remain on the west and east sides of the site, with some minor changes to improve traffic flow; and

WHEREAS, staff would like to point out that the south and east facades are highly visible and thus their articulation will be significantly important; and

WHEREAS, one area of note is on the east façade on its northerly area to provide more articulation (i.e. brick work, glass, etc) to help break up the linear massing as much as possible; and

WHEREAS, staff has encouraged the applicant to look into other color options on some of the elements to bring in more lightness; and

WHEREAS, the north side of the building does not provide a lot of articulation on this facade today due to the location of the kitchen, storage and bathrooms in this general area of the building; and

WHEREAS, because of this it is difficult to provide additional articulation and windows to this façade; and

WHEREAS, with the added greenspace staff is favorable of heavy landscaping in this area to hide, or break up, the massing of this façade; and

WHEREAS, 23 parking spaces are proposed as a part of this project; and

WHEREAS, the drive-thru aisle on the north side of the building will be removed and replaced with green space; and

WHEREAS, on June 13, 2018 the Planning Commission recommended approval to the City Council of the Concept Plan for China Pagoda at 798 Yellow Brick Road (PC#2018-22); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Concept Plan for China Pagoda at 798 Yellow Brick Road (PC#2018-19), subject to the aforementioned stipulations and the following conditions:

1. Approvals shall be based on the following graphic exhibits:
    a. Project Narrative (pgs 1-3), submitted by Jeff Hafferman, dated April 13, 2018.
    b. Concept Plan (pgs P100, P101, P102 and O103), submitted by InSpire Architects, dated April 30, 2018.
2. Adherence with the City Engineers Memo dated June, 2018.
3. Compliance with section 9.11 Building Design/Materials and Site Design.
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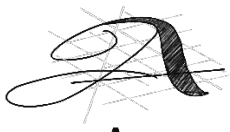
14. Provision that the Chaska brick blend is reviewed and approved by Planning staff prior to application.
15. Building fire suppression system to be implemented if required by Fire Department.
16. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
17. Provision of a storm water management plan meeting City and Carver County WMO standards.
18. Provision that all mechanical equipment will be fully screened from view.
19. Provision that full modular face brick will be used on the buildings in order to be classified as a Class I material, and to be called out on all elevation/material plans at Preliminary submittal.
20. Provision that drive aisles are at least 24 feet in width.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of June, 2018.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk



INSPIRE ARCHITECTS

465 148th Ave NE
Ham Lake, MN 55304
(763) 807-1044
Jeff@ArchitectMN.com

# Concept Plan

TO: Elizabeth Hanson

FROM: Jeff Hafferman

DATE: 04/13/18

RE: 798 Yellow Brick Road-China Pagoda

---

Mrs. Hanson:

Thank you for opportunity to submit a concept plan for the China Pagoda at 798 Yellow Brick Road, Chaska MN. All necessary documents not include will be submitted separately.

Mr. and Mrs. Wong have hired InSpire Architects to help them transform the old Kentucy Fried Chicken restaurant into the China Pagoda restaurant. We are passionate about this project and believe we can bring the historical city charm to the site while incorporating new modern elements.

We appreciate all of your support and guidance to this point. We are looking forward to working with city staff through the review process and hope to begin the building improvements as soon as the review process is finalized.

## Understanding Chaska

Chaska is a city that is located in the scenic Minnesota River Valley. Their downtown historic buildings feature the “Chaska Brick” which was made from the clay found in the area back in 1857. In 1940 the clay supply was depleted and brick making had come to an end. These bricks were also used in building the MN State Capitol, the Grain Belt Brewery, the Northwestern National Bank, and the Minneapolis flour mills. The city of Chaska is well known for its historic brick. Chaska has a series of published documents to help protect and grow its historical

characteristics. Chaska is committed to maintaining and enhancing the high quality of life, the sense of community and small town images and values.

# Understanding of Site

798 Yellow Brick Road is in the Brick Clayhole District and on the edge of the East Chaska Blvd and Downtown East Districts. It is one of the most visible buildings from Chaska Blvd. driving in from the East and could be a defining building in identifying the downtown area. Yellow Brick road also acts as a connecting street from the Cooper Grocery, Arrow's Ace Hardware and strip mall retail stores to the downtown. Behind the Project Site lies an Arby's Restaurant, 805 Yellow Brick

It's located on a busy arterial- Chaska Blvd just outside of downtown Chaska. The site has plenty of parking and has good vehicular circulation. It currently has a drive thru but we purpose this be removed.

# Understanding of Design

We did a study of the buildings in the downtown Chaska area and found some common themes established which we would like to match. It becomes apparent Chaska is identified by their cream brick. Many of the modern buildings use a slightly varied mix of cream colored brick so the walls do not feel painted. Because the existing building does not have exterior masonry anywhere on the building- it becomes expensive as new foundations would have to be added, therefore limiting this product in certain areas on the building would be best. We would recommend emphasizing the main entrance and the corners of the building facing the main road for the using cream brick. (failing glass atrium would be removed)

There is also a strong historical significance of wood siding or wood looking siding. In order to meet today's building standards a Fiber Cement siding (like James Hardie) or a long lasting wood fiber siding (like LP Smart Side- made in Minnesota) are two products we would consider using on the proposed China Pagoda Restaurant. Rather than blending with the brick- the siding should contrast and would cover a majority of the building.

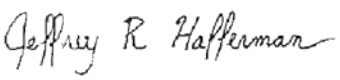
To help contrast with the brick a dark metal- such as, dark bronze aluminum could act as a frame around the existing front corner sign and make it feel more like a clock tower. The sign could be made out of a similar metal or copper. By framing the existing sign or replacing it with a better proportion, the sign feels more of a part of the building.

The site would also require a significant level of change. We would propose removing the Drive-Thru lane, the Drive-Thru windows, add a trash enclosure to the Northwest side of the building, and add landscaping to direct attention to the main entrance on the East. The existing traffic pattern would remain and employee parking would be on the West side.

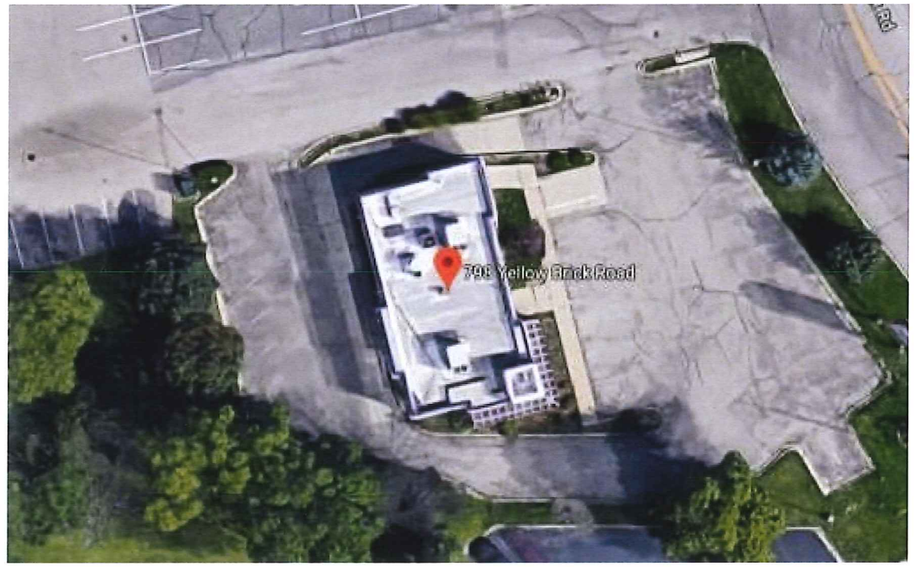
# Understanding of Outcome

One goal for this restaurant is to act as a beacon and to initiate the start of downtown. Another goal would be to help highlight Yellow Brick Road- connecting its commercial retail to the downtown area. We believe by making the changes as suggested and using materials local to the community we can establish a building of significance for years to come. It's an honor to present to a very focused and goal oriented city.

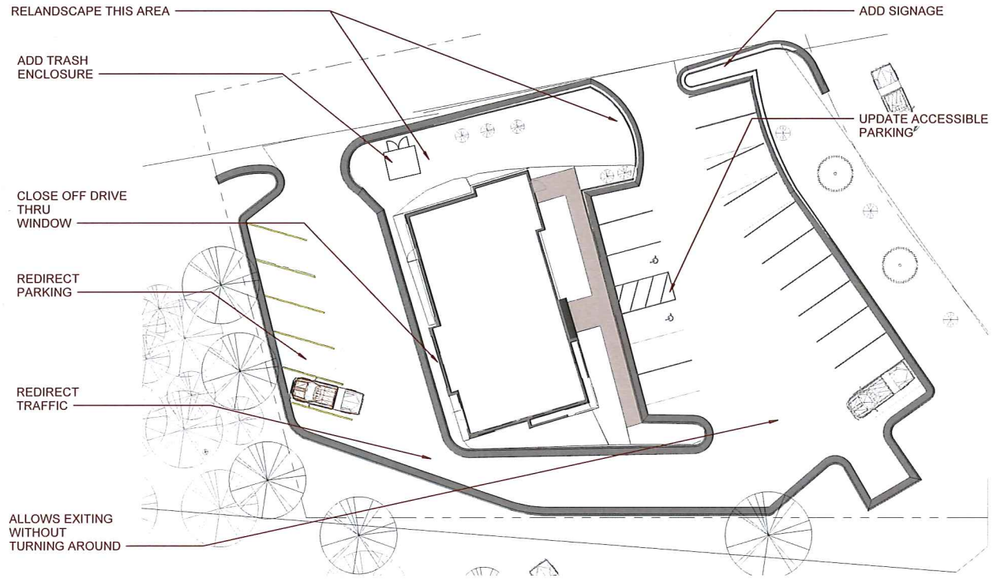
Thank You



Jeffrey R Hafferman AIA NCARB, Owner,
InSpire Architects
763-807-1044
Jeff@ArchitectMN.com




1 Existing Site Plan
1" = 20'-0"




2 Site-Concept
1" = 20'-0"

PARCEL ID:

306440010

LEGAL DESCRIPTION:

LOTS 001 BLOCK 001, TWP 115, RNG 023, SEC 04

.63 ACRES

3 Existing Project View

4 Proposed Project View

InSpire Architects
465 148th Avenue NE
Ham Lake MN 55304
763-807-1044
Info@ArchitectMN.com

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 Architect under the laws of the State of Minnesota
Print Name: Jeffrey Hafferman AIA NCARB
Signature:
Jeffrey R. Hafferman
4/30/2018 5:35:37 PM
License # 44333

Sheet Title: Concept Plan

Project Name: China Pagoda Restaurant
798 Yellow Brick Road
Chaska, MN 55314

| | |
|---|---|
| Project number | 2018-13 |
| Drawn by | BF |
| Checked by | JRH |
| Conceptual Design | |

P100

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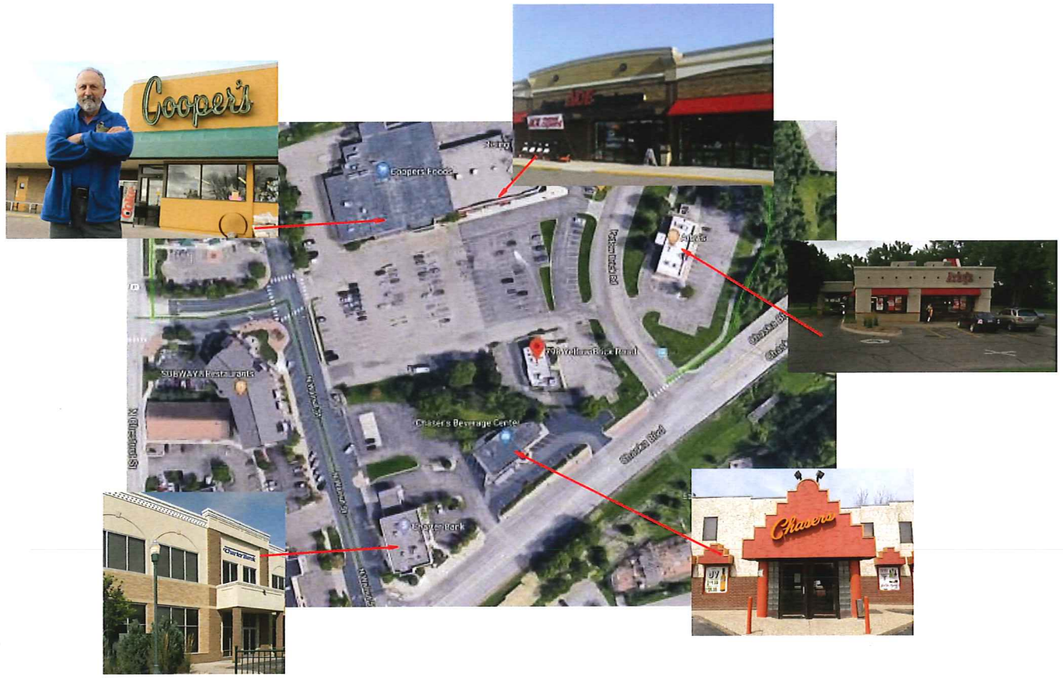
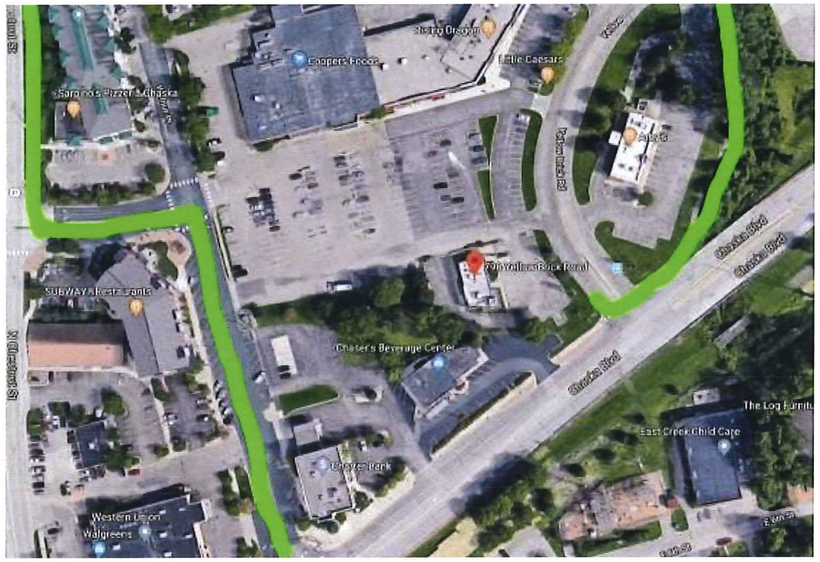
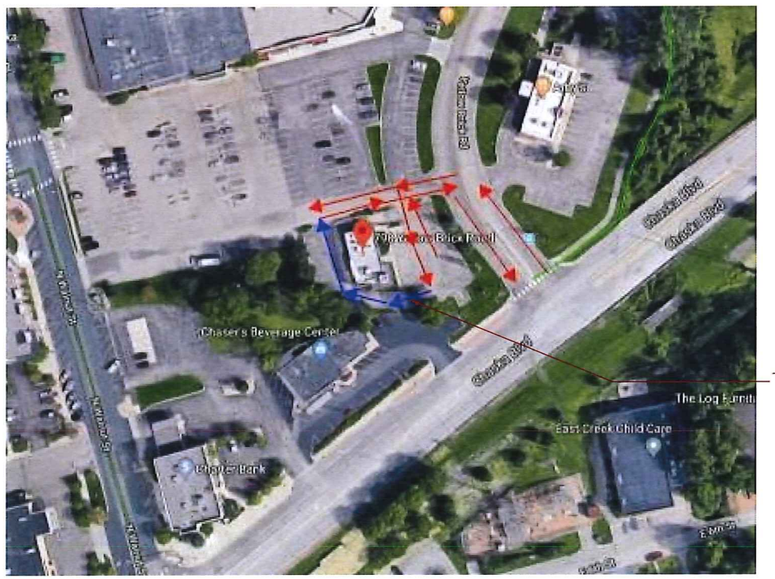



Neighborhood Adjancies




Walking/Biking Access




TRAFFICE FLOW CHANGE
TO ALLOW EXITING WITHOUT TURNING AROUND

Vehicular Access

InSpire Architects
465 148th Avenue NE
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763-807-1044
Info@ArchitectMN.com

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 Architect under the laws of the State of Minnesota
Print Name: Jeffrey Hafferman AIA NCARB
Signature:
4/30/2018 5:35:38 PM
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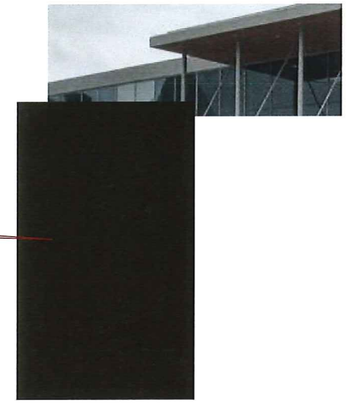
Fiber Cement Board Siding



Dark Bronze Metal Panels

Chaska Cream Brick

Soldier Couse Brick

Herring Bone Pattern

Metal Awnings

InSpire Architects
465 148th Avenue NE
Ham Lake MN 55304
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Info@ArchitectMN.com

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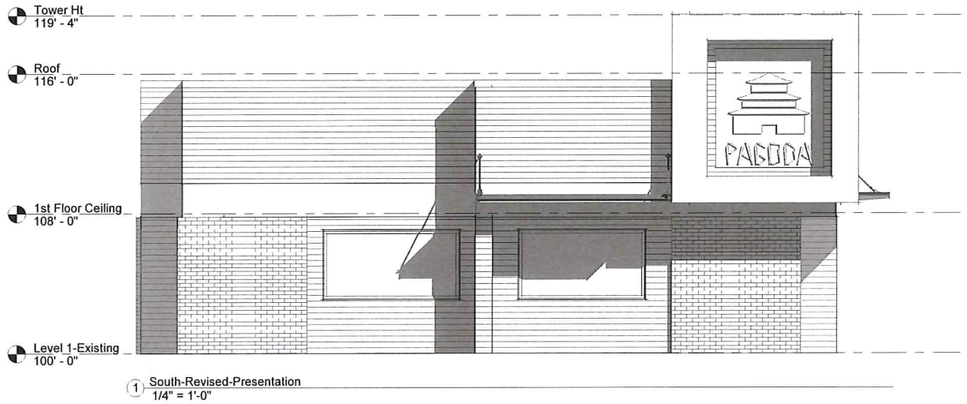
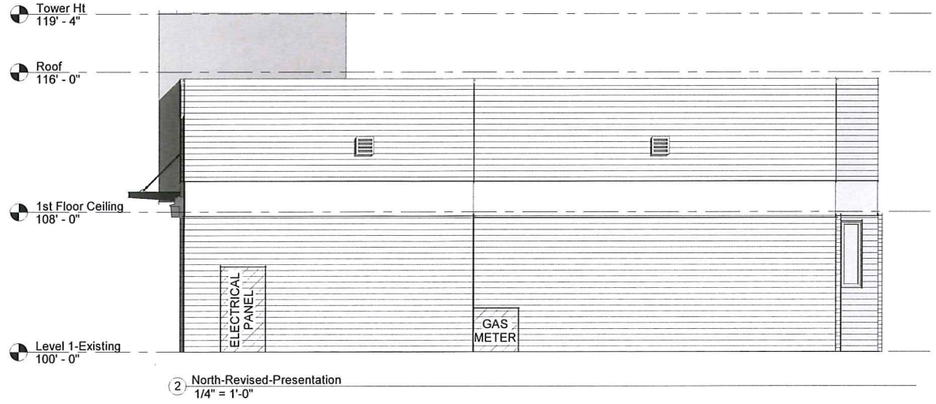
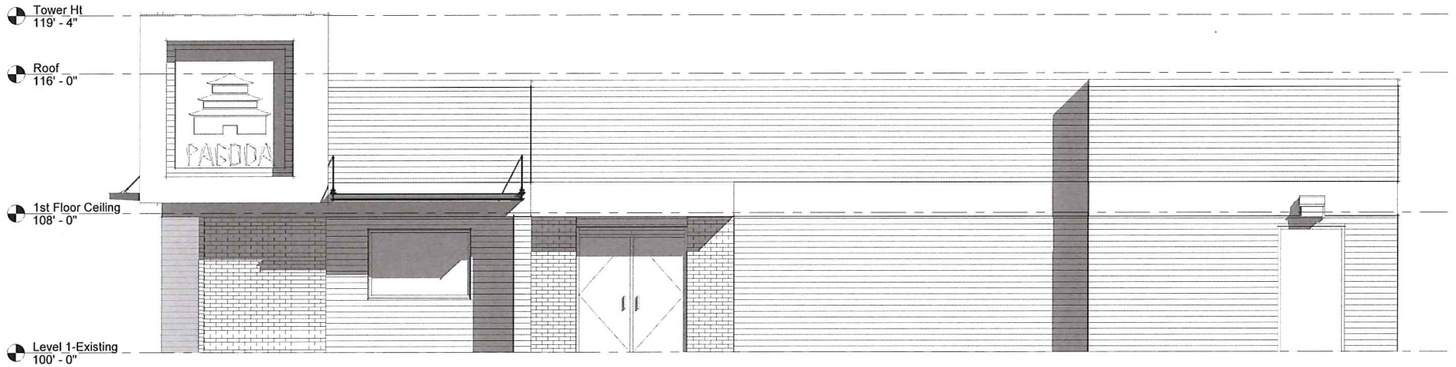



1 South-Revised-Presentation
1/4" = 1'-0"




2 North-Revised-Presentation
1/4" = 1'-0"




3 East-Revised-Presentation
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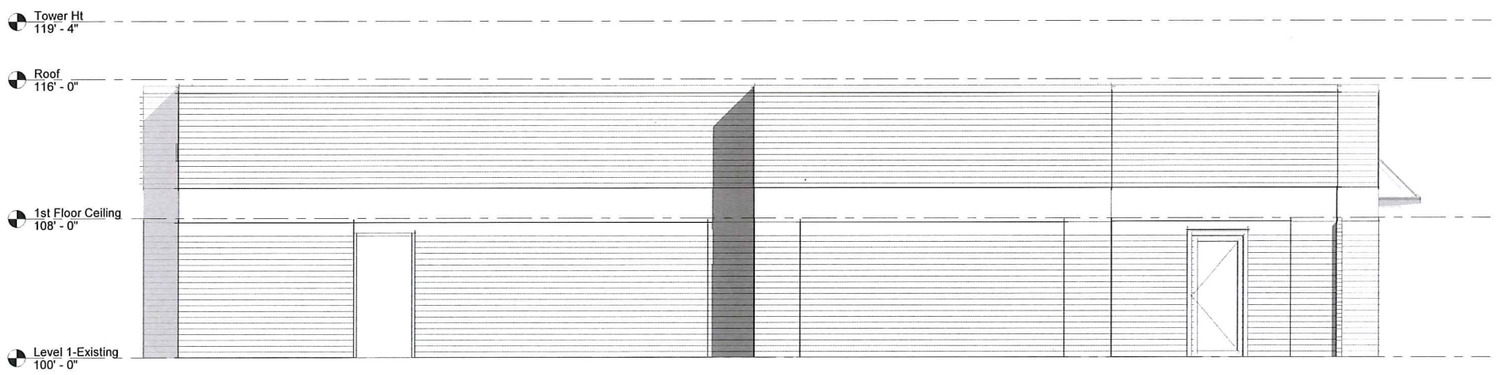


4 West-Revised-Presentation
1/4" = 1'-0"

InSpire Architects
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Ham Lake MN 55304
763-807-1044
Info@ArchitectMN.com

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 Architect under the laws of the State of Minnesota
Print Name: Jeffrey Hafferman AIA NCARB
Signature: Jeffrey R Hafferman
4/30/2018 5:35:57 PM
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| Conceptual Design | |

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# CLAIMS ROSTER REPORT

**FOR COUNCIL MEETING:** **June 18, 2018**

Paid and Unpaid Invoices:
Check #'s 323514-323704 **$1,292,958.25**

Paid Electronic Invoices:
Wire #'s 1549-1556 **$233,502.70**

**Amount for Approval-Council Meeting:**
**June 18, 2018** **$1,526,460.95**

Checks



| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 100006 SCOTT HUTNICK | | | | | | | | | |
| 54872 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323529 | 400.00 | 07/01/2018 | INV | PD | Animal Control |
| 100010 AARP | | | | | | | | | |
| 54878 CHECK DATE: 06/19/2018 | | 06/05/2018 | 061918 | 323530 | 235.00 | 07/06/2018 | INV | PD | 4 HR Drivers Chaska Lodge |
| 102555 ABLE HOSE & RUBBER LLC | | | | | | | | | |
| 209053-001 CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323531 | 22.98 | 07/06/2018 | INV | PD | WATERMAIN BREAK - N/S - C |
| 100026 DENWIN INC | | | | | | | | | |
| K69395/2 CHECK DATE: 06/19/2018 | | 06/05/2018 | 061918 | 323532 | 63.94 | 07/05/2018 | INV | PD | supplies |
| 103825 ACUSHNET COMPANY | | | | | | | | | |
| 0000082730 CHECK DATE: 06/19/2018 | | 04/17/2018 | 061918 | 323533 | -13.75 | 07/04/2018 | CRM | PD | CREDIT FOR CARVER CTY SAL |
| 905990441 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323533 | 104.30 | 07/29/2018 | INV | PD | resale |
| 906011778 CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323533 | 229.03 | 07/04/2018 | INV | PD | resale |
| 906025642 CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323533 | 269.21 | 07/06/2018 | INV | PD | resale |
| | | | | | 588.79 | | | | |
| 100036 ADAM'S PEST CONTROL INC | | | | | | | | | |
| 2663255 CHECK DATE: 06/19/2018 | | 05/29/2018 | 061918 | 323534 | 155.63 | 06/29/2018 | INV | PD | pest control |
| 100843 AH HERMEL COMPANY | | | | | | | | | |
| 712427 CHECK DATE: 06/19/2018 | | 05/25/2018 | 061918 | 323535 | 1,108.00 | 06/25/2018 | INV | PD | Concessions: Hermel order |
| 712448 CHECK DATE: 06/19/2018 | | 05/24/2018 | 061918 | 323535 | 50.30 | 06/24/2018 | INV | PD | Concessions: Hermel Order |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 712455 CHECK DATE: 06/19/2018 | | 05/24/2018 | 061918 | 323535 | 43.15 | 06/24/2018 | INV | PD | Concessions: Hermel order |
| 712848 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323535 | 259.14 | 06/29/2018 | INV | PD | vending |
| 713127 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323535 | 304.55 | 07/01/2018 | INV | PD | par 30 resale |
| 713496 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323535 | 361.10 | 06/30/2018 | INV | PD | Concessions Hermel food f |
| 714117 CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323535 | 365.64 | 07/06/2018 | INV | PD | vending supplies |
| 714289 CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323535 | 214.95 | 07/06/2018 | INV | PD | Concessions stand food fo |
| | | | | | 2,706.83 | | | | |
| 105983 AMERICAN FLEXIBLE PRODUCTS | | | | | | | | | |
| 266600070-2018-1 CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323536 | 1,440.00 | 07/07/2018 | INV | PD | JUN REBATE-BUSINESS LIGHT |
| 100102 ANCOM COMMUNICATIONS INC | | | | | | | | | |
| 79502 CHECK DATE: 06/19/2018 | | 06/05/2018 | 061918 | 323537 | 3,862.50 | 07/05/2018 | INV | PD | PAGERS |
| 100119 SHAKOPEE VALLEY FORD | | | | | | | | | |
| 222894FOX CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323538 | 88.53 | 07/04/2018 | INV | PD | 1173 POLICE |
| 222896FOX CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323538 | 86.15 | 07/04/2018 | INV | PD | #706 ELECTRIC |
| 222932FOX CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323538 | 210.08 | 07/04/2018 | INV | PD | #706 BUCKET TRK - BRAKE P |
| CM222352FOX CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323538 | -83.02 | 07/04/2018 | CRM | PD | CREDIT POLICE |
| | | | | | 301.74 | | | | |
| 100122 ARAMARK REFRESHMENT SERVICES | | | | | | | | | |
| 1325007 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323539 | 78.22 | 07/01/2018 | INV | PD | COFFEE/SUPPLIES |
| 7563059 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323539 | 57.15 | 06/30/2018 | INV | PD | COFFEE |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 7566164 | | 05/29/2018 | 061918 | 323539 | 79.11 | 06/29/2018 | INV | PD | BREAKROOM SUPPLIES |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 214.48 | | | | |
| 100174 BAUER BUILT TIRE AND BATTERY | | | | | | | | | |
| 180228260 | | 05/31/2018 | 061918 | 323540 | 113.90 | 06/30/2018 | INV | PD | ATHLETIC PARK TARP CART |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 180230827 | | 05/31/2018 | 061918 | 323540 | 310.60 | 06/30/2018 | INV | PD | PARK WALK BEHIND MOWER |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 180230860 | | 06/04/2018 | 061918 | 323540 | 123.89 | 07/15/2018 | INV | PD | PARK MOWERS |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 180230878 | | 06/04/2018 | 061918 | 323540 | 342.16 | 07/15/2018 | INV | PD | #707 VAN |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 180231271 | | 06/07/2018 | 061918 | 323540 | 624.00 | 07/15/2018 | INV | PD | TIRES |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 180231293 | | 06/07/2018 | 061918 | 323540 | 527.48 | 07/15/2018 | INV | PD | #707 LOCATE VAN - TIRES |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 2,042.03 | | | | |
| 100186 BELL LUMBER & POLE COMPANY | | | | | | | | | |
| INV73541 | | 05/18/2018 | 061918 | 323541 | 3,132.00 | 06/18/2018 | INV | PD | WO#461 41 DBL CIRCUIT N/S |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| INV73542 | | 05/18/2018 | 061918 | 323541 | 2,434.00 | 06/18/2018 | INV | PD | WO#461 41 DBL CIRCUIT N/S |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| INV73543 | | 05/18/2018 | 061918 | 323541 | 2,434.00 | 06/18/2018 | INV | PD | BILL CITY OF NORWOOD-POLE |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 8,000.00 | | | | |
| 100188 BERRY COFFEE COMPANY | | | | | | | | | |
| 566719 | | 06/06/2018 | 061918 | 323542 | 44.45 | 07/06/2018 | INV | PD | coffee |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 566723 | | 06/06/2018 | 061918 | 323542 | 69.30 | 07/06/2018 | INV | PD | coffee |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 113.75 | | | | |
| 104834 BLACK CLOVER ENTERPRISES LLC | | | | | | | | | |
| BLC105971-1 | | 05/04/2018 | 061918 | 323543 | 1,125.00 | 06/03/2018 | INV | PD | resale |
| CHECK DATE: 06/19/2018 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 100214 BORDER STATES INDUSTRIES INC | | | | | | | | | |
| 915341181 | | 06/07/2018 | 061918 | 323544 | -269.50 | 06/07/2018 | CRM | PD | CREDIT ON INV#915431543 |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 915341182 | 180104 | 06/07/2018 | 061918 | 323544 | 289.38 | 07/25/2018 | INV | PD | LAMPS HPS 35 MED |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 915363289 | 180096 | 05/24/2018 | 061918 | 323544 | 670.38 | 06/25/2018 | INV | PD | OH SWITCH 600AMP SGL PHS |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 915431540 | 180105 | 06/05/2018 | 061918 | 323544 | 205.20 | 07/25/2018 | INV | PD | ANCHOR SHACKLE |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 915431543 | 180103 | 06/05/2018 | 061918 | 323544 | 4,077.27 | 07/05/2018 | INV | PD | CUT OUT,ELBW LOAD BRK WEL |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 915441427 | | 06/06/2018 | 061918 | 323544 | 109.04 | 07/06/2018 | INV | PD | SUPPLIES - PULLING STRING |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 915451315 | 180104 | 06/07/2018 | 061918 | 323544 | 297.67 | 07/25/2018 | INV | PD | LAMPS HPS 35 MED |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 915470169 | | 06/11/2018 | 061918 | 323544 | 548.59 | 07/25/2018 | INV | PD | SUPPLIES - PULLING STRING |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 5,928.03 | | | | |
| 100247 BROADWAY AWARDS INC | | | | | | | | | |
| 43178 | | 05/31/2018 | 061918 | 323545 | 18.00 | 06/30/2018 | INV | PD | NAME PLATE |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100254 BRYAN ROCK PRODUCTS INC | | | | | | | | | |
| 28028 | | 05/31/2018 | 061918 | 323546 | 2,658.47 | 06/30/2018 | INV | PD | BRICKYARD TRL, HENKE'S AL |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100275 CALLAWAY GOLF | | | | | | | | | |
| 929185601 | | 05/17/2018 | 061918 | 323547 | -421.00 | 06/17/2018 | CRM | PD | resale credit |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 929264880 | | 06/05/2018 | 061918 | 323547 | 846.00 | 08/04/2018 | INV | PD | resale |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 425.00 | | | | |
| 106845 SOO LINE RAILROAD COMPANY | | | | | | | | | |
| 54927 | | 05/01/2018 | 061918 | 323548 | 5,200.00 | 06/11/2018 | INV | PD | LK HZLTNE SUB - FEEDER EX |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100323 CDW GOVERNMENT INC | | | | | | | | | |
| MVN0087 | | 05/24/2018 | 061918 | 323549 | 291.64 | 06/23/2018 | INV | PD | FINANCE SURFACE PROS |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| MVQ4836 | | 05/25/2018 | 061918 | 323549 | 2,252.27 | 06/24/2018 | INV | PD | FINANCE SURFACE PRO |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| MVX7733 | | 05/29/2018 | 061918 | 323549 | 3,449.50 | 06/28/2018 | INV | PD | OFFICE 365 LICENSE RENEWA |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| MWP9525 | | 05/31/2018 | 061918 | 323549 | 25,747.40 | 06/30/2018 | INV | PD | OFFICE 365 LICENSE RENEWA |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| MWZ7435 | | 06/01/2018 | 061918 | 323549 | 1,252.25 | 07/01/2018 | INV | PD | MONITORS |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| ZR00062419 | | 05/30/2018 | 061918 | 323549 | 3,787.00 | 06/29/2018 | INV | PD | WEBEX LICENSING |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 36,780.06 | | | | |
| 100332 CENTERPOINT ENERGY RESOURCES CORP | | | | | | | | | |
| 105010300/MAY18 | | 06/04/2018 | 061918 | 323550 | 1,776.18 | 07/02/2018 | INV | PD | MAY 2018 3210 CHASKA BLVD |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100337 QWEST CORPORATION | | | | | | | | | |
| 1440782237 | | 05/15/2018 | 060818 | 323514 | 14,695.00 | 06/14/2018 | INV | PD | MAY 2018 INTERNET SERVICE |
| CHECK DATE: 06/08/2018 | | | | | | | | | |
| 313773369/JUN18 | | 06/01/2018 | 061918 | 323551 | 80.31 | 06/29/2018 | INV | PD | JUN 2018 CCC BURGLAR ALAR |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 14,775.31 | | | | |
| 100338 QWEST CORPORATION | | | | | | | | | |
| 202000790/MAY18 | | 05/21/2018 | 061118 | 323520 | 3,497.15 | 06/18/2018 | INV | PD | MAY 2018 PHN/LONG DIST SV |
| CHECK DATE: 06/11/2018 | | | | | | | | | |
| 100374 CHANHASSEN, CITY OF | | | | | | | | | |
| 54566 | | 05/31/2018 | 061918 | 323552 | 11.22 | 06/21/2018 | INV | PD | STORMWATER 3/1/18-5/31/18 |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 54759 | | 06/05/2018 | 061918 | 323552 | 29.89 | 06/27/2018 | INV | PD | MAY 2018 TH 41/82ND ST SI |
| CHECK DATE: 06/19/2018 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 41.11 | | | | |
| 100368 CHASKA LAUNDRY CENTER | | | | | | | | | |
| 2147 | | 05/31/2018 | 060818 | 323515 | 93.78 | 06/20/2018 | INV | PD | towels |
| CHECK DATE: 06/08/2018 | | | | | | | | | |
| 105094 CHASKA PLACE APARTMENTS | | | | | | | | | |
| 157000015-2018-1 | | 06/07/2018 | 061918 | 323553 | 10,200.00 | 07/07/2018 | INV | PD | JUN REBATE-CUSTOM |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 106835 CITIES 1 PLUMBING, H | | | | | | | | | |
| P18-222-REFUND | | 06/01/2018 | 061918 | 323554 | 25.00 | 07/01/2018 | INV | PD | REFUND OVERPAYMENT-773 RE |
| CHECK DATE: 06/19/2018 | | | | | | | | | PAYEE: CITIES 1 PLUMBING, HEATING, AIR |
| 100404 CITY OF EDEN PRAIRIE | | | | | | | | | |
| 54791 | | 06/07/2018 | 061918 | 323555 | 300.00 | 07/07/2018 | INV | PD | Jazz on the Prairie Conce |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100418 CLEARSOFT INC | | | | | | | | | |
| 104-302 | | 06/01/2018 | 061918 | 323556 | 75.00 | 07/01/2018 | INV | PD | JUN FD WATER SOFTENER REN |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100430 COCA-COLA REFRESHMENTS USA INC | | | | | | | | | |
| 3637203691 | | 06/05/2018 | 061918 | 323557 | 304.32 | 07/05/2018 | INV | PD | par 30 resale pop |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100436 COMCAST CORPORATION | | | | | | | | | |
| 0033141 June18CCC | | 05/25/2018 | 061418 | 323695 | 42.01 | 06/19/2018 | INV | PD | CCC cable |
| CHECK DATE: 06/14/2018 | | | | | | | | | |
| 0318609 Jun18Fitness | | 05/23/2018 | 061418 | 323695 | 347.16 | 06/17/2018 | INV | PD | fitness area cable |
| CHECK DATE: 06/14/2018 | | | | | | | | | |
| | | | | | 389.17 | | | | |
| 104611 COMMERCIAL FURNITURE SERVICES INC | | | | | | | | | |
| 79781-0 | | 05/30/2018 | 061918 | 323558 | 2,527.77 | 06/30/2018 | INV | PD | MSB OFFICE REHAB |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100429 COORDINATED BUSINESS SYSTEMS LTD | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| CNIN278879<br>CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323560 | 502.76 | 06/19/2018 | INV | PD | Maintenance contract |
| CNIN278962<br>CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323559 | 43.11 | 07/17/2018 | INV | PD | HP Color M452dw |
| | | | | | 545.87 | | | | |
| 106301 CORE AND MAIN LP | | | | | | | | | |
| I950971<br>CHECK DATE: 06/19/2018 | 180099 | 05/31/2018 | 061918 | 323561 | 6,189.28 | 06/30/2018 | INV | PD | WATER STOCK HYDRANTS, NON |
| I951259<br>CHECK DATE: 06/19/2018 | 180100 | 06/04/2018 | 061918 | 323561 | 625.00 | 07/04/2018 | INV | PD | WATER STOCK VALVE GATE AL |
| I965445<br>CHECK DATE: 06/19/2018 | 180101 | 06/04/2018 | 061918 | 323561 | 2,157.70 | 07/04/2018 | INV | PD | WATER STOCK |
| J008220<br>CHECK DATE: 06/19/2018 | 180112 | 06/12/2018 | 061918 | 323561 | 315.36 | 07/12/2018 | INV | PD | WATER STOCK - BOX LID (SL |
| | | | | | 9,287.34 | | | | |
| 100490 DAKOTA SUPPLY GROUP INC | | | | | | | | | |
| D871378<br>CHECK DATE: 06/19/2018 | 180107 | 06/05/2018 | 061918 | 323562 | 2,670.00 | 07/25/2018 | INV | PD | ELBOW 750 MCM 600 AMP |
| D892460<br>CHECK DATE: 06/19/2018 | 180106 | 05/31/2018 | 061918 | 323562 | 360.00 | 06/30/2018 | INV | PD | LED 40W LAMP |
| | | | | | 3,030.00 | | | | |
| 100540 DIVERSIFIED SNACK DISTRIBUTION INC | | | | | | | | | |
| 146378<br>CHECK DATE: 06/19/2018 | | 06/05/2018 | 061918 | 323563 | 511.77 | 07/05/2018 | INV | PD | Start Up Snack For Extrem |
| 105629 DICKS SANITATION SERVICE INC | | | | | | | | | |
| DT0002187634<br>CHECK DATE: 06/14/2018 | | 05/31/2018 | 061418 | 323696 | 596.99 | 06/30/2018 | INV | PD | Jun CCC trash pick-up |
| 100567 DVS RENEWAL | | | | | | | | | |
| 54727<br>CHECK DATE: 06/19/2018 | | 06/05/2018 | 061918 | 323564 | 11.00 | 06/30/2018 | INV | PD | Squad 1123 registration |
| 104633 EASTERN CARVER COUNTY SCHOOLS | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 1014550090-LA ACAD<br>CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323565 | 1,920.00 | 07/07/2018 | INV | PD | JUN REBATE-BUSINESS LIGHT |
| 106837 EAT FOR EQUITY CATERING | | | | | | | | | |
| 2004203.002<br>CHECK DATE: 06/08/2018 | | 06/06/2018 | 060818 | 323516 | 225.48 | 07/06/2018 | INV | PD | REFUND CATERING SURCHARGE<br>PAYEE: EAT FOR EQUITY CATERING |
| 102687 EMERGENCY RESPONSE SOLUTIONS LLC | | | | | | | | | |
| 11210<br>CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323566 | 1,412.82 | 06/22/2018 | INV | PD | STRUTS FOR AIR BAG SYSTEM |
| 102657 ENERGY MANAGEMENT SOLUTIONS INC | | | | | | | | | |
| 9225<br>CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323567 | 6,605.68 | 07/06/2018 | INV | PD | MONTHLY RETAINER FEE |
| 103643 EROSION PRODUCTS LLC | | | | | | | | | |
| 5005<br>CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323568 | 346.00 | 07/04/2018 | INV | PD | WO#444 2018 CITYWIDE OH T |
| 105728 FIDELITY SECURITY LIFE INSURANCE COMPANY | | | | | | | | | |
| 163522088<br>CHECK DATE: 06/14/2018 | | 05/26/2018 | 061418 | 323697 | 608.96 | 06/26/2018 | INV | PD | JUNE 2018 EMP VISION INS |
| 105908 FAMILY SUPPORT REGISTRY | | | | | | | | | |
| PR6818 #10859189<br>CHECK DATE: 06/11/2018 | | 06/08/2018 | 061118 | 323521 | 34.00 | 06/08/2018 | INV | PD | 060818 Payroll Child Supp |
| 100655 FERRELLGAS 7780961 | | | | | | | | | |
| RNT7364691<br>CHECK DATE: 06/19/2018 | | 05/23/2018 | 061918 | 323569 | 12.00 | 06/23/2018 | INV | PD | PROPANE CAGE RENTAL FEE |
| 106319 CHAD JEREMY FIGG | | | | | | | | | |
| 54855<br>CHECK DATE: 06/19/2018 | | 06/08/2018 | 061918 | 323570 | 413.40 | 06/30/2018 | INV | PD | MAY TAE KWON DO |
| 106486 FLOYD TOTAL SECURITY | | | | | | | | | |
| 1244890 | | 05/23/2018 | 061918 | 323571 | 620.75 | 06/07/2018 | INV | PD | DOOR HANDLE REPAIR |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100690 WADE FRADENBURGH | | | | | | | | | |
| 54586 | | 06/03/2018 | 061918 | 323572 | 175.00 | 06/19/2018 | INV | PD | entertainment for Lodge S |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100717 GENERAL PARTS LLC | | | | | | | | | |
| 5956457 | | 05/24/2018 | 061918 | 323573 | 212.92 | 06/24/2018 | INV | PD | Kitchen equipment repair |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100725 GIBBONS, KYLE | | | | | | | | | |
| 54197 | | 05/21/2018 | 061918 | 323574 | 18.99 | 06/21/2018 | INV | PD | Cake for Explorers ceremo |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100747 THE PROPHET CORPORATION | | | | | | | | | |
| 9464977 | | 05/31/2018 | 061918 | 323575 | 147.00 | 06/30/2018 | INV | PD | Block Party Wagon replace |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 101463 GOPHER STATE ONE CALL | | | | | | | | | |
| 8050266 | | 05/31/2018 | 061918 | 323576 | 891.00 | 06/30/2018 | INV | PD | MAY LOCATES |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100759 GRAINGER | | | | | | | | | |
| 9804277011 | | 05/31/2018 | 061918 | 323577 | 133.87 | 06/30/2018 | INV | PD | supply cord connector |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100758 GRAYBAR ELECTRIC COMPANY INC | | | | | | | | | |
| 9304175892 | 180097 | 05/22/2018 | 061918 | 323578 | 3,932.67 | 06/22/2018 | INV | PD | CONDUIT ELBOWS, 2" SCHED |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 9304405907 | | 06/06/2018 | 061918 | 323578 | 855.54 | 07/06/2018 | INV | PD | SUPPLIES - RING LOCKS |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 4,788.21 | | | | |
| 100782 GS DIRECT INC | | | | | | | | | |
| 342283 | | 05/30/2018 | 061918 | 323579 | 63.12 | 06/30/2018 | INV | PD | Poster board |
| CHECK DATE: 06/19/2018 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 103558 KEVIN R HALL | | | | | | | | | |
| 2117<br>CHECK DATE: 06/19/2018 | | 04/04/2018 | 061918 | 323580 | 295.00 | 07/06/2018 | INV | PD | Magic Maniac Show 6/26/18 |
| 106839 HANSON, SANDRA | | | | | | | | | |
| 2004202.002<br>CHECK DATE: 06/08/2018 | | 06/06/2018 | 060818 | 323517 | 25.00 | 07/06/2018 | INV | PD | PROGRAM WITHDRAWAL-TEEN K<br>PAYEE: HANSON, SANDRA |
| 100810 HAWKINS INC | | | | | | | | | |
| 4285876<br>CHECK DATE: 06/19/2018 | | 05/23/2018 | 061918 | 323581 | 1,892.32 | 06/22/2018 | INV | PD | WTP CHEMICALS |
| 4287667<br>CHECK DATE: 06/19/2018 | | 05/25/2018 | 061918 | 323581 | 15.00 | 06/24/2018 | INV | PD | CONTAINER DEMURRAGE |
| 4287792<br>CHECK DATE: 06/19/2018 | | 05/25/2018 | 061918 | 323581 | 10.00 | 06/24/2018 | INV | PD | CONTAINER DEMURRAGE |
| 4289293<br>CHECK DATE: 06/19/2018 | | 05/25/2018 | 061918 | 323581 | 1,102.50 | 06/24/2018 | INV | PD | WTP CHEMICALS |
| 4293488<br>CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323581 | 3,457.05 | 07/01/2018 | INV | PD | WTP CHEMICALS |
| | | | | | 6,476.87 | | | | |
| 100821 HEALTHPARTNERS INC | | | | | | | | | |
| 81843183<br>CHECK DATE: 06/14/2018 | | 06/07/2018 | 061418 | 323698 | 4,666.03 | 07/07/2018 | INV | PD | JULY 2018 EMP DENTAL INS |
| 100827 HEGERS DAIRY LLC | | | | | | | | | |
| 1231<br>CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323582 | 327.37 | 06/30/2018 | INV | PD | Concessions: Ice cream or |
| 1232<br>CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323582 | 100.15 | 06/30/2018 | INV | PD | Concessions Ice Cream ord |
| 1233<br>CHECK DATE: 06/19/2018 | | 06/05/2018 | 061918 | 323582 | 197.95 | 07/06/2018 | INV | PD | Ice Cream for Concessions |
| | | | | | 625.47 | | | | |
| 100848 HIGH TECH CLEANING INC | | | | | | | | | |
| 13879<br>CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323583 | 3,092.25 | 07/01/2018 | INV | PD | CITY HALL CLEANING FOR JU |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 13880 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323583 | 1,971.55 | 07/01/2018 | INV | PD | MSB CLEANING FOR JUNE |
| 13881 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323583 | 1,495.91 | 07/01/2018 | INV | PD | FIRE STATION CLEANING FOR |
| 13882 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323583 | 1,140.83 | 07/01/2018 | INV | PD | HISTORY CTR CLEANING FOR |
| 13883 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323583 | 161.72 | 07/01/2018 | INV | PD | STANTEC BLDG CLEANING FOR |
| 13884 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323583 | 625.00 | 07/01/2018 | INV | PD | WTP CLEANING FOR JUNE |
| 13886 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323583 | 202.15 | 07/01/2018 | INV | PD | IT DEPT CLEANING FOR JUNE |
| 13887 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323583 | 485.16 | 07/01/2018 | INV | PD | COMMUNITY RM CLOVER RIDGE |
| 13921 CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323583 | 295.09 | 07/04/2018 | INV | PD | FIRE STATION PAPER PRODUC |
| 13936 CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323583 | 1,823.00 | 07/06/2018 | INV | PD | CITY HALL - CLEANING OF E |
| 13937 CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323583 | 85.00 | 07/06/2018 | INV | PD | HISTORY CTR - CLEANING OF |
| 100859 HOISINGTON KOEGLER GROUP INC | | | | | 11,377.66 | | | | |
| 015-003-25 CHECK DATE: 06/19/2018 | | 06/10/2018 | 061918 | 323584 | 210.00 | 07/10/2018 | INV | PD | CHASKA WAYFINDING-MAY |
| 017-022-24 CHECK DATE: 06/19/2018 | | 06/10/2018 | 061918 | 323584 | 3,096.78 | 06/11/2018 | INV | PD | Veterans Park CD CA Phase |
| 017-031-4 CHECK DATE: 06/19/2018 | | 06/10/2018 | 061918 | 323584 | 5,357.54 | 07/10/2018 | INV | PD | OFF LEASH DOG PARK PLANNI |
| 017-038-7 CHECK DATE: 06/19/2018 | | 06/10/2018 | 061918 | 323584 | 1,770.00 | 07/10/2018 | INV | PD | CITY SQUARE WEST-MAY |
| 018-022-1 CHECK DATE: 06/19/2018 | | 06/10/2018 | 061918 | 323584 | 2,457.50 | 07/10/2018 | INV | PD | CHASKA COMPREHENSIVE PLAN |
| 106842 HORNIG COMPANIES | | | | | 12,891.82 | | | | |
| 111600144-2018-1 CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323585 | 1,117.92 | 07/07/2018 | INV | PD | JUN REBATE-BUSINESS LIGHT |
| | | | | | PAYEE: HORNIG COMPANIES | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 100874 HOSE/CONVEYORS INC | | | | | | | | | |
| 00074400 CHECK DATE: 06/19/2018 | | 05/25/2018 | 061918 | 323586 | 57.72 | 06/25/2018 | INV | PD | #91 JETTER TRUCK |
| 100878 HUEBSCH | | | | | | | | | |
| 84176/MAY2018 CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323587 | 1,469.32 | 06/10/2018 | INV | PD | MAY 2018 RUG/MAT SVC |
| 105183 HUNKER'D DOWN LLC | | | | | | | | | |
| 54698 CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323588 | 500.00 | 06/21/2018 | INV | PD | Carver Concert Hunkerd Do |
| 103092 INTERNATIONAL FIRE SERVICE RES | | | | | | | | | |
| 105571-2018 CHECK DATE: 06/19/2018 | | 06/12/2018 | 061918 | 323589 | 259.00 | 07/31/2018 | INV | PD | FIRE CHIEF ASSOC DUES |
| 100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP | | | | | | | | | |
| 2018/0608-ICMA CHECK DATE: 06/11/2018 | | 06/08/2018 | 061118 | 323522 | 3,630.27 | 06/08/2018 | INV | PD | 20180608 - Payroll 457 & |
| 100892 PLASCO ID HOLDINGS LLC | | | | | | | | | |
| 1469360 CHECK DATE: 06/19/2018 | | 05/29/2018 | 061918 | 323590 | 126.00 | 06/29/2018 | INV | PD | Black ribbons for members |
| 104751 IMPACT MAILING OF MINNESOTA INC | | | | | | | | | |
| 132913 CHECK DATE: 06/19/2018 | | 05/24/2018 | 061918 | 323591 | 1,173.68 | 06/24/2018 | INV | PD | May Reminders 2018 |
| 132914 CHECK DATE: 06/19/2018 | | 05/24/2018 | 061918 | 323591 | 271.02 | 06/24/2018 | INV | PD | May Finals 5/14/18 |
| 133128 CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323591 | 7,723.11 | 07/04/2018 | INV | PD | May bills 5/21/18 |
| | | | | | 9,167.81 | | | | |
| 104418 INTERMEDIA SYSTEMS GROUP LLC | | | | | | | | | |
| 11751 CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323592 | 380.00 | 07/06/2018 | INV | PD | restaurant tv and interac |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 103041 IP STREAM MINNEAPOLIS LLC | | | | | | | | | |
| TAX ABT # 3<br>CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323593 | 1,352.00 | 06/07/2018 | INV | PD | TAX ABATEMENT # 3 |
| 106578 JE DUNN | | | | | | | | | |
| 1706<br>CHECK DATE: 06/19/2018 | | 06/08/2018 | 061918 | 323594 | 60,000.00 | 07/08/2018 | INV | PD | BLDRS DEPOSIT REFUND-1706 |
| 100943 JEFFERSON FIRE & SAFETY INC | | | | | | | | | |
| 248332<br>CHECK DATE: 06/19/2018 | | 05/20/2018 | 061918 | 323595 | 139.86 | 06/20/2018 | INV | PD | CARABINERS |
| 248719<br>CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323595 | 451.30 | 06/20/2018 | INV | PD | TOOL BRACKETS FOR NEW E11 |
| 248751<br>CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323595 | 20,300.13 | 06/20/2018 | INV | PD | 9 SETS OF FIRE GEAR |
| | | | | | 20,891.29 | | | | |
| 100992 KEYS WELL DRILLING COMPANY | | | | | | | | | |
| 54932<br>CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323596 | 57,950.00 | 06/30/2018 | INV | PD | WELL NO 4 REHABILITATION |
| 105586 KOCH SCHOOL BUS SERVICE INC | | | | | | | | | |
| 3803<br>CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323597 | 314.99 | 06/30/2018 | INV | PD | May Field Trips For Treks |
| 103892 LANO EQUIPMENT INC | | | | | | | | | |
| 01-564583<br>CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323598 | 235.73 | 06/30/2018 | INV | PD | PARK #255 - TIRE |
| 101050 LAW ENFORCEMENT LABOR SERVICES INC | | | | | | | | | |
| June 2018<br>CHECK DATE: 06/11/2018 | | 06/08/2018 | 061118 | 323523 | 980.00 | 06/08/2018 | INV | PD | June 2018 Police Union Du |
| 101056 LEAGUE OF MINNESOTA CITIES | | | | | | | | | |
| 10003277-MAY18<br>CHECK DATE: 06/19/2018 | | 05/10/2018 | 061918 | 323599 | 268,035.00 | 07/01/2018 | INV | PD | PROPERTY/CASUALTY INSURAN |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 3588 | | 05/10/2018 | 061418 | 323699 | 2,003.96 | 06/10/2018 | INV | PD | SEWER JETTING CAUSED TOIL |
| CHECK DATE: 06/14/2018 | | | | | | | | | |
| | | | | | 270,038.96 | | | | |
| 101071 LENZEN CHEVROLET BUICK INC | | | | | | | | | |
| 76190 | | 05/31/2018 | 061918 | 323600 | 31.18 | 06/30/2018 | INV | PD | #103 STREET |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 101097 LOCATORS & SUPPLIES INC | | | | | | | | | |
| 0266872-IN | | 06/06/2018 | 061918 | 323601 | 574.24 | 07/06/2018 | INV | PD | LOCATING FLAGS |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 106821 LOVEJOY, SHAWN | | | | | | | | | |
| 54636 | | 05/20/2018 | 061918 | 323602 | 156.96 | 07/05/2018 | INV | PD | MILEAGE-SEARCH & RESCUE T |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 105139 LUBE TECH AND PARTNERS LLC | | | | | | | | | |
| 1171607 | | 06/01/2018 | 061918 | 323603 | 365.90 | 07/01/2018 | INV | PD | FUELS AND LUBES |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 1171608 | | 06/01/2018 | 061918 | 323603 | 297.02 | 07/01/2018 | INV | PD | FUELS AND LUBES |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 662.92 | | | | |
| 101114 LUNDQUIST, TOM | | | | | | | | | |
| 54871 | | 06/06/2018 | 061918 | 323604 | 20.00 | 07/06/2018 | INV | PD | REIMBURSE BOILER LICENSE |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 103176 MANSFIELD OIL COMPANY | | | | | | | | | |
| 824761 | | 05/29/2018 | 061918 | 323605 | 6,227.59 | 06/28/2018 | INV | PD | DYED DIESEL |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 824762 | | 05/29/2018 | 061918 | 323605 | 10,615.29 | 06/28/2018 | INV | PD | UNLEADED FUEL |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 16,842.88 | | | | |
| 101154 MCFOA | | | | | | | | | |
| 54760 | | 06/07/2018 | 061918 | 323606 | 45.00 | 06/07/2018 | INV | PD | MCFOA dues for Denise Wet |
| CHECK DATE: 06/19/2018 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 101164 MEDIAUSA USA | | | | | | | | | |
| 68941 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323607 | 585.00 | 07/01/2018 | INV | PD | advertising-Chanhassen Am |
| 106153 MERRIAM PAINTING LLC | | | | | | | | | |
| 355 CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323608 | 641.00 | 07/04/2018 | INV | PD | OFFICE PAINTING |
| 101183 METROPOLITAN COUNCIL | | | | | | | | | |
| 2018/0531-SAC CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323609 | 14,760.90 | 06/30/2018 | INV | PD | MAY 2018 SAC CHARGES |
| 101182 METROPOLITAN COUNCIL | | | | | | | | | |
| 0001084116 CHECK DATE: 06/19/2018 | | 06/05/2018 | 061918 | 323610 | 192,411.50 | 07/01/2018 | INV | PD | JUL 2018 SEWER SERVICES F |
| 101187 METRO SALES INC | | | | | | | | | |
| INV1085269 CHECK DATE: 06/19/2018 | | 05/24/2018 | 061918 | 323611 | 159.00 | 06/23/2018 | INV | PD | JUNE 2018 COPIER-FD |
| INV1092556 CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323611 | 2,468.70 | 07/04/2018 | INV | PD | Ricoh Maint Contr - 6/6/2 |
| INV1092583 CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323611 | 185.03 | 07/04/2018 | INV | PD | Contract invoice |
| INV1093255 CHECK DATE: 06/19/2018 | | 06/05/2018 | 061918 | 323611 | 197.00 | 07/05/2018 | INV | PD | Contract Invoice |
| INV1095823 CHECK DATE: 06/19/2018 | | 06/08/2018 | 061918 | 323611 | 158.98 | 07/08/2018 | INV | PD | Ricoh/MP C3003 |
| | | | | | 3,168.71 | | | | |
| 101199 MID COUNTY COOP #122665 | | | | | | | | | |
| 35874 CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323612 | 53.50 | 07/07/2018 | INV | PD | TIRE REPAIR/MOUNT #113 |
| 101194 MIDWEST AQUA CARE INC | | | | | | | | | |
| 54945 CHECK DATE: 06/19/2018 | | 06/08/2018 | 061918 | 323613 | 400.00 | 07/08/2018 | INV | PD | SPRING FOUNTAIN INSTALL @ |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 105998 MILBANK WINWATER WORKS | | | | | | | | | |
| 151819 00<br>CHECK DATE: 06/19/2018 | 180098 | 05/02/2018 | 061918 | 323614 | 4,770.13 | 06/02/2018 | INV | PD | WATER STOCK BRACKET KIT A |
| 101217 MINNESOTA CHILD SUPPORT PMT CTR | | | | | | | | | |
| PR6818#001510208001<br>CHECK DATE: 06/11/2018 | | 06/08/2018 | 061118 | 323524 | 373.66 | 06/08/2018 | INV | PD | 060818 Payroll Child Supp |
| 101337 MINNESOTA DEPARTMENT OF HEALTH | | | | | | | | | |
| 1100002-2nd Qtr 2018<br>CHECK DATE: 06/19/2018 | | 05/16/2018 | 061918 | 323615 | 10,889.00 | 06/30/2018 | INV | PD | Community Water Supply Sv |
| 101227 MINNESOTA ELEVATOR INC | | | | | | | | | |
| 753249<br>CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323616 | 342.50 | 07/01/2018 | INV | PD | Jun CCC elevator service |
| 101303 MINNESOTA TEAMSTERS LOCAL #320 | | | | | | | | | |
| June 2018<br>CHECK DATE: 06/11/2018 | | 06/08/2018 | 061118 | 323525 | 3,316.00 | 06/08/2018 | INV | PD | June 2018 Local #320 Unio |
| 100343 MINNESOTA VALLEY COMMUNITY BAND | | | | | | | | | |
| 54699<br>CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323617 | 400.00 | 07/06/2018 | INV | PD | MNVCB Concert 6/22/2018 |
| 101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE INC | | | | | | | | | |
| 107050711/MAY18<br>CHECK DATE: 06/14/2018 | | 05/29/2018 | 061418 | 323700 | 798.71 | 06/22/2018 | INV | PD | MAY 2018 ST LITES-TOWN CO |
| 778377500/MAY18<br>CHECK DATE: 06/14/2018 | | 06/07/2018 | 061418 | 323700 | 66.75 | 07/02/2018 | INV | PD | MAY 2018 12500 COUNTY RD |
| 778377800/MAY18<br>CHECK DATE: 06/14/2018 | | 06/07/2018 | 061418 | 323700 | 64.40 | 07/02/2018 | INV | PD | MAY 2018 4250 ENGLER BL D |
| 778377900/MAY18<br>CHECK DATE: 06/14/2018 | | 06/07/2018 | 061418 | 323700 | 84.09 | 07/02/2018 | INV | PD | MAY 2018 4100 ENGLER BLVD |
| | | | | | 1,013.95 | | | | |
| 101192 STATE OF MINNESOTA | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 1000040016 | | 06/01/2018 | 061918 | 323618 | 7,854.22 | 07/02/2018 | INV | PD | 1ST QTR FY 2019 INDIRECT |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 101341 MINNESOTA DEPT OF LABOR & INDUSTRY | | | | | | | | | |
| 2018/0531-SUR | | 05/31/2018 | 061918 | 323619 | 1,443.12 | 06/30/2018 | INV | PD | MAY0190352018 PERMIT SURC |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| ALR0084432I | | 06/01/2018 | 061918 | 323620 | 200.00 | 07/01/2018 | INV | PD | CCC elevator permit |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 1,643.12 | | | | |
| 105853 MOR GOLF AND UTILITY INC | | | | | | | | | |
| 5465 | | 04/26/2018 | 061918 | 323621 | 337.52 | 06/14/2018 | INV | PD | water cartridge |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 5692 | | 05/09/2018 | 061918 | 323621 | 37.86 | 06/14/2018 | INV | PD | beverage cart key switch |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 6092 | | 05/30/2018 | 061918 | 323621 | 188.24 | 06/30/2018 | INV | PD | sand bottles |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 563.62 | | | | |
| 101327 MP NEXLEVEL LLC | | | | | | | | | |
| 1111812 | | 05/30/2018 | 061918 | 323622 | 1,945.00 | 06/30/2018 | INV | PD | WO#501 - BORING 116 PEAVE |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 101356 MTI DISTRIBUTING INC #31380 | | | | | | | | | |
| 1166856-00 | | 05/23/2018 | 061918 | 323623 | 315.34 | 06/23/2018 | INV | PD | #270 PARK WORKMAN |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 1167692-00 | | 05/31/2018 | 061918 | 323623 | 128.60 | 06/30/2018 | INV | PD | PARK WORKMAN PARTS - REAR |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 443.94 | | | | |
| 101357 MUELLER SYSTEMS LLC | | | | | | | | | |
| 3792924 | | 06/04/2018 | 061918 | 323624 | 4,900.00 | 07/04/2018 | INV | PD | YEARLY DATA HOSTING MAINT |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 106657 MUNICIPAL ASSET MANAGEMENT INC | | | | | | | | | |
| 0615976-23 | | 06/01/2018 | 061918 | 323625 | 4,357.03 | 07/15/2018 | INV | PD | lease payment on fItness |
| CHECK DATE: 06/19/2018 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 101365 NAPA AUTO PARTS CHASKA | | | | | | | | | |
| 4472/MAY2018 CHECK DATE: 06/11/2018 | | 05/31/2018 | 061118 | 323526 | 2,713.70 | 06/10/2018 | INV | PD | MAY 2018 PARTS/SUPPLIES |
| 106198 NAVIANT INC | | | | | | | | | |
| 0134793-IN CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323626 | 1,955.00 | 06/30/2018 | INV | PD | OnBase May Hosting |
| 101253 NCPERS MINNESOTA | | | | | | | | | |
| 3836618 CHECK DATE: 06/11/2018 | | 05/25/2018 | 061118 | 323527 | 144.00 | 06/10/2018 | INV | PD | Jun 18 PERA Life Premiums |
| 105875 NETWORKFLEET INC | | | | | | | | | |
| OSV000001441937 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323627 | 303.20 | 07/01/2018 | INV | PD | Data processing GPS |
| 102654 NORTH AMERICAN SAFETY INC | | | | | | | | | |
| 35425 CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323628 | 231.97 | 07/06/2018 | INV | PD | NEW HIRE/EMPLOYEE ISSUE ( |
| 35429 CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323628 | 204.00 | 07/06/2018 | INV | PD | SAFETY SUPPLIES - GLOVES, |
| 35608 CHECK DATE: 06/19/2018 | | 06/12/2018 | 061918 | 323628 | 65.19 | 07/12/2018 | INV | PD | SAFETY GLASSES |
| | | | | | 501.16 | | | | |
| 106844 JACOB M NOTERMANN | | | | | | | | | |
| 54816 CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323629 | 620.00 | 06/21/2018 | INV | PD | THURSDAY LEAGUE HOLE-IN-O |
| 101436 NUCO2 INC | | | | | | | | | |
| 55798655 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323630 | 154.19 | 07/01/2018 | INV | PD | pool chemicals |
| 101470 O'REILLY AUTOMOTIVE STORES INC | | | | | | | | | |
| 556275/MAY2018 CHECK DATE: 06/14/2018 | | 05/28/2018 | 061418 | 323701 | 330.88 | 06/20/2018 | INV | PD | MAY 2018 PARTS/SUPPLIES |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 101445 OFFICE DEPOT | | | | | | | | | |
| 142335911001 CHECK DATE: 06/19/2018 | | 05/23/2018 | 061918 | 323631 | 71.69 | 06/23/2018 | INV | PD | Classification Project Fi |
| 142336193001 CHECK DATE: 06/19/2018 | | 05/23/2018 | 061918 | 323631 | 245.40 | 06/23/2018 | INV | PD | Archival Storage Boxes |
| 143968669001 CHECK DATE: 06/19/2018 | | 05/26/2018 | 061918 | 323631 | 11.67 | 06/29/2018 | INV | PD | Dividers |
| 146484157001-1 CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323631 | 95.37 | 07/07/2018 | INV | PD | Std Copy Paper |
| 146484157001-2 CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323631 | 73.53 | 07/07/2018 | INV | PD | Misc Office Supplies |
| 148162222001-1 CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323631 | 15.01 | 07/07/2018 | INV | PD | Misc Office Supplies |
| 148162222001-2 CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323631 | 8.99 | 07/07/2018 | INV | PD | Breakroom Supplies |
| 148193993001 CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323631 | 75.52 | 07/07/2018 | INV | PD | Misc Office Supplies |
| 148361099001 CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323631 | 29.67 | 07/07/2018 | INV | PD | OFFICE SUPPLIES (PAPER) |
| | | | | | 626.85 | | | | |
| 105181 BOTTLING GROUP LLC | | | | | | | | | |
| 45524161 CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323632 | 240.41 | 06/30/2018 | INV | PD | Firemen's Park Concession |
| 101530 PING INC | | | | | | | | | |
| 14236764 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323633 | 198.62 | 08/01/2018 | INV | PD | resale |
| 101535 PITNEY BOWES INC | | | | | | | | | |
| 1007386895 CHECK DATE: 06/19/2018 | | 05/24/2018 | 061918 | 323634 | 226.08 | 06/23/2018 | INV | PD | INK CARTRIDGES FOR POSTAG |
| 101539 PLAISTED COMPANIES INC | | | | | | | | | |
| 15632 CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323635 | 2,504.31 | 06/30/2018 | INV | PD | TOPDRESSING & BUNKER SAND |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 106841 PLOPPER, JOSIAH | | | | | | | | | |
| 10008337-2018-1<br>CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323636 | 350.00 | 07/07/2018 | INV | PD | JUN REBATE-RESIDENTIAL LE<br>PAYEE: PLOPPER, JOSIAH |
| 101543 PLUNKETTS PEST CONTROL INC | | | | | | | | | |
| 5956048<br>CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323637 | 80.00 | 07/06/2018 | INV | PD | PEST CONTROL - WTP |
| 101557 POWER SYSTEM ENGINEERING INC | | | | | | | | | |
| 9026843<br>CHECK DATE: 06/19/2018 | | 06/08/2018 | 061918 | 323638 | 1,350.00 | 07/08/2018 | INV | PD | LK HZLTNE SUB - FEEDER EX |
| 9026855<br>CHECK DATE: 06/19/2018 | | 06/13/2018 | 061918 | 323638 | 832.50 | 07/13/2018 | INV | PD | MISC ENG FOR MAY |
| 9026902<br>CHECK DATE: 06/19/2018 | | 06/13/2018 | 061918 | 323638 | 1,202.50 | 07/13/2018 | INV | PD | LAKE HAZELTINE SUB - ENG |
| 9026903<br>CHECK DATE: 06/19/2018 | | 06/13/2018 | 061918 | 323638 | 23,373.30 | 07/13/2018 | INV | PD | WEST CREEK SUB - BUS 2 AD |
| | | | | | 26,758.30 | | | | |
| 101563 PRAIRIE FIRE THEATRE | | | | | | | | | |
| 54258<br>CHECK DATE: 06/19/2018 | | 05/24/2018 | 061918 | 323639 | 400.00 | 06/22/2018 | INV | PD | Deposit for Alice in Wond |
| 101571 PREMIUM WATERS INC | | | | | | | | | |
| 417080-05-18<br>CHECK DATE: 06/14/2018 | | 05/31/2018 | 061418 | 323702 | 102.58 | 06/30/2018 | INV | PD | H2O |
| 101591 PUMP AND METER SERVICE INC | | | | | | | | | |
| 29080-1<br>CHECK DATE: 06/19/2018 | | 05/24/2018 | 061918 | 323640 | 19.34 | 06/24/2018 | INV | PD | YARD TANK |
| 103055 QUALITY PROPANE INC | | | | | | | | | |
| 164290T<br>CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323641 | 68.43 | 07/04/2018 | INV | PD | L P Gas |
| 101600 QUILL CORPORATION | | | | | | | | | |
| 217354 | | 05/17/2018 | 061918 | 323642 | -20.00 | 06/16/2018 | CRM | PD | ADJUSTMENT ON INV 7210988 |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 7210988 | | 05/17/2018 | 061918 | 323642 | 437.72 | 06/16/2018 | INV | PD | Office Supplies |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 7273181 | | 05/21/2018 | 061918 | 323643 | 119.15 | 06/20/2018 | INV | PD | OFFICE SUPPLIES |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 7547353 | | 06/01/2018 | 061918 | 323642 | 103.92 | 07/01/2018 | INV | PD | Office Supplies |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 7579013 | | 06/04/2018 | 061918 | 323643 | 114.39 | 07/04/2018 | INV | PD | OFFICE SUPPLIES |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 7655031 | | 06/06/2018 | 061918 | 323643 | 51.26 | 07/06/2018 | INV | PD | OFFICE SUPPLIES |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 7657412 | | 06/06/2018 | 061918 | 323642 | 163.44 | 07/06/2018 | INV | PD | Office Supplies |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 969.88 | | | | |
| 106838 QUINER, AMANDA | | | | | | | | | |
| 2004204.002 | | 06/06/2018 | 060818 | 323518 | 300.00 | 07/06/2018 | INV | PD | DAMAGE DEPOSIT REFUND-6/3 |
| CHECK DATE: 06/08/2018 | | | | | | PAYEE: QUINER, AMANDA | | | |
| 101620 RECREATION SUPPLY CO INC | | | | | | | | | |
| 340458 | | 05/24/2018 | 061918 | 323644 | 33.67 | 06/24/2018 | INV | PD | pump supplies |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 340567 | | 05/26/2018 | 061918 | 323644 | 166.73 | 06/26/2018 | INV | PD | pump supplies |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 200.40 | | | | |
| 101631 REINDERS INC | | | | | | | | | |
| 3054856-00 | | 06/01/2018 | 061918 | 323645 | 1,791.44 | 07/01/2018 | INV | PD | FERTILIZER, FUNGICIDE |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 3054863-00 | | 06/01/2018 | 061918 | 323645 | 861.24 | 07/01/2018 | INV | PD | TRACKER, HERBICIDE |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 3054986-00 | | 05/30/2018 | 061918 | 323645 | 2,960.00 | 06/29/2018 | INV | PD | SEED FOR AREA PARKS |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 5,612.68 | | | | |
| 106830 REMACKEL TRAILERS INC | | | | | | | | | |
| 4011 | | 03/21/2018 | 061918 | 323646 | 194.00 | 06/05/2018 | INV | PD | TRAILER REPAIR TO PARK MO |
| CHECK DATE: 06/19/2018 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 106204 REPUBLIC SERVICES INC | | | | | | | | | |
| 0894-004642430 CHECK DATE: 06/14/2018 | | 05/31/2018 | 061418 | 323703 | 850.10 | 06/20/2018 | INV | PD | X-MAS IN MAY |
| 101638 RURAL ELECTRIC SUPPLY COOPERATIVE | | | | | | | | | |
| 717160-00 CHECK DATE: 06/19/2018 | | 06/08/2018 | 061918 | 323647 | 912.66 | 07/08/2018 | INV | PD | SUPPLIES - PRESERVATIVE P |
| 101652 RIES HEATING & A/C INC | | | | | | | | | |
| 18378 CHECK DATE: 06/19/2018 | | 05/22/2018 | 061918 | 323648 | 4,787.00 | 06/22/2018 | INV | PD | A/C replacement at Town C |
| 101662 KEVIN G SIEGLE | | | | | | | | | |
| 14770 CHECK DATE: 06/19/2018 | | 03/08/2018 | 061918 | 323649 | 240.50 | 04/07/2018 | INV | PD | BANQUET BOOKLETS |
| 15234 CHECK DATE: 06/19/2018 | | 06/02/2018 | 061918 | 323649 | 49.50 | 07/02/2018 | INV | PD | Business Cards - Boe - Co |
| 15235 CHECK DATE: 06/19/2018 | | 06/02/2018 | 061918 | 323649 | 39.00 | 07/02/2018 | INV | PD | Business cards-Perlich |
| | | | | | 329.00 | | | | |
| 105914 OMG MIDWEST INC | | | | | | | | | |
| 1468065 CHECK DATE: 06/19/2018 | | 05/26/2018 | 061918 | 323650 | 353.50 | 06/26/2018 | INV | PD | CONCRETE PAD FOR FISHING |
| 101668 ROBBS ELECTRIC INC | | | | | | | | | |
| 30285 CHECK DATE: 06/19/2018 | | 05/29/2018 | 061918 | 323651 | 3,310.86 | 06/29/2018 | INV | PD | FIREMAN'S PARK/CURLING CT |
| 30349 CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323651 | 150.00 | 07/04/2018 | INV | PD | pumphouse beacon light |
| | | | | | 3,460.86 | | | | |
| 101669 ROBERT HALF TECHNOLOGY | | | | | | | | | |
| 50703077 CHECK DATE: 06/19/2018 | | 04/17/2018 | 061918 | 323652 | 504.32 | 07/04/2018 | INV | PD | UB Temp - Streater - W/E |
| 51009901 | | 05/30/2018 | 061918 | 323653 | 2,652.00 | 06/30/2018 | INV | PD | HR TEMP - MOODY - W/E 5/2 |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 51031389 | | 06/04/2018 | 061918 | 323652 | 1,036.80 | 07/04/2018 | INV | PD | UB TEMP - Walters - W/E 6 |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 51054961 | | 06/05/2018 | 061918 | 323653 | 2,730.00 | 07/05/2018 | INV | PD | HR TEMP - MOODY - W/E 6.1 |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 51081369 | | 06/11/2018 | 061918 | 323652 | 1,296.00 | 07/11/2018 | INV | PD | UB TEMP - WALTERS - W/E 6 |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 51103937 | | 06/12/2018 | 061918 | 323653 | 3,120.00 | 07/12/2018 | INV | PD | HR TEMP - MOODY - W/E 6/8 |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 11,339.12 | | | | |
| 106840 SELA ROOFING AND REMODELING | | | | | | | | | |
| 23164-REFUND | | 06/07/2018 | 061918 | 323654 | 75.00 | 07/07/2018 | INV | PD | REFUND BLDG PERMIT 23164- |
| CHECK DATE: 06/19/2018 | | | | | | | | | PAYEE: SELA ROOFING AND REMODELING |
| 104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC | | | | | | | | | |
| 86142348 | | 05/30/2018 | 061918 | 323655 | 682.57 | 06/30/2018 | INV | PD | IRRIGATION PARTS |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 86142870 | | 05/30/2018 | 061918 | 323655 | 17.55 | 06/30/2018 | INV | PD | IRRIGATION PARTS |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 86234962 | | 06/04/2018 | 061918 | 323655 | 51.74 | 07/15/2018 | INV | PD | IRRIGATION PARTS |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 86432527 | | 06/12/2018 | 061918 | 323655 | 125.01 | 07/15/2018 | INV | PD | IRRIGATION PARTS & SUPPLI |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 876.87 | | | | |
| 105025 THOMAS SHANE SKRABA | | | | | | | | | |
| 5685 | | 05/21/2018 | 061918 | 323656 | 13,874.00 | 06/21/2018 | INV | PD | 61 LANDSCAPING IMPROVEMEN |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 101828 SOUTHWEST NEWS MEDIA | | | | | | | | | |
| 2001663 | | 05/03/2018 | 061918 | 323657 | 180.19 | 06/25/2018 | INV | PD | HYDRANT FLUSHING |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 2001664 | | 05/03/2018 | 061918 | 323657 | 150.40 | 06/25/2018 | INV | PD | ANTI-MONOTONY ORDINANCE |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 2001665 | | 05/03/2018 | 061918 | 323657 | 76.80 | 06/25/2018 | INV | PD | 2018 DT RECON BID |
| CHECK DATE: 06/19/2018 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 2001711 CHECK DATE: 06/19/2018 | | 05/03/2018 | 061918 | 323658 | 399.52 | 06/25/2018 | INV | PD | FOOT GOLF OPEN HOUSE |
| 2002831 CHECK DATE: 06/19/2018 | | 05/10/2018 | 061918 | 323657 | 180.19 | 06/25/2018 | INV | PD | HYDRANT FLUSHING |
| 2003935 CHECK DATE: 06/19/2018 | | 05/17/2018 | 061918 | 323657 | 180.19 | 06/25/2018 | INV | PD | HYDRANT FLUSHING |
| 2003936 CHECK DATE: 06/19/2018 | | 05/17/2018 | 061918 | 323657 | 44.80 | 06/25/2018 | INV | PD | FORMACOAT MIF GRANT APPLI |
| 2005348 CHECK DATE: 06/19/2018 | | 05/26/2018 | 061918 | 323659 | 1,200.00 | 06/25/2018 | INV | PD | summer fun ad-fire and ic |
| 2006006 CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323657 | 38.40 | 06/25/2018 | INV | PD | CLUB WEST PRELIM PLAT/REZ |
| 2006007 CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323657 | 35.20 | 06/25/2018 | INV | PD | SW CHRISTIAN HS SIGN VARI |
| 2006008 CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323657 | 35.20 | 06/25/2018 | INV | PD | FORMACOAT PRELIM PLAT/REZ |
| 2006009 CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323657 | 38.40 | 06/25/2018 | INV | PD | ALLIANCE CONTRACTING PREL |
| | | | | | 2,559.29 | | | | |
| 101847 SRF CONSULTING GROUP INC | | | | | | | | | |
| 10741.00-6 CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323660 | 130,952.44 | 06/30/2018 | INV | PD | TH 212 & CSAH 44 INTERCHA |
| 101858 STAPLES CONTRACT & COMMERCIAL INC | | | | | | | | | |
| 3380247528 CHECK DATE: 06/19/2018 | | 06/02/2018 | 061918 | 323661 | 50.78 | 07/02/2018 | INV | PD | Misc Office Supplies |
| 3380247529 CHECK DATE: 06/19/2018 | | 06/02/2018 | 061918 | 323661 | 25.79 | 07/02/2018 | INV | PD | Workroom Stapler |
| | | | | | 76.57 | | | | |
| 101888 STREICHERS | | | | | | | | | |
| I1315671 CHECK DATE: 06/19/2018 | | 05/23/2018 | 061918 | 323662 | 127.00 | 06/22/2018 | INV | PD | Police new hire #425 - in |
| I1316206 CHECK DATE: 06/19/2018 | | 05/29/2018 | 061918 | 323662 | 960.00 | 06/29/2018 | INV | PD | Kjorstad-replacement vest |
| I1316230 CHECK DATE: 06/19/2018 | | 05/29/2018 | 061918 | 323662 | 139.00 | 06/29/2018 | INV | PD | Badge for new hire police |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| I1316601 | | 05/30/2018 | 061918 | 323662 | 5.99 | 06/30/2018 | INV | PD | Kavlie-name tag |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 101892 STUART C IRBY CO | | | | | 1,231.99 | | | | |
| S010650628.001 | 180092 | 05/21/2018 | 061918 | 323663 | 15,650.00 | 06/20/2018 | INV | PD | SWITCH CAB PME 9 600 AMP |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| S010650629.001 | 180094 | 05/21/2018 | 061918 | 323663 | 15,650.00 | 06/20/2018 | INV | PD | SWITCH CAB PME 9 600 AMP |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| S010650630.001 | 180093 | 05/17/2018 | 061918 | 323663 | 16,325.00 | 06/16/2018 | INV | PD | SWITCH CAB PME 12 600 AMP |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| S010661742.001 | 180109 | 05/26/2018 | 061918 | 323663 | 19,973.99 | 06/25/2018 | INV | PD | COND UD ALUM 1/0 SOL220 T |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| S010669770.001 | 180110 | 06/01/2018 | 061918 | 323663 | 15,480.00 | 07/01/2018 | INV | PD | SW CAB S&C PME 11 600A 3P |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| S010753249.001 | 180095 | 05/15/2018 | 061918 | 323663 | 4,500.80 | 06/14/2018 | INV | PD | FUSES |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| S010754850.001 | | 06/04/2018 | 061918 | 323663 | 445.67 | 07/04/2018 | INV | PD | SUB STATION SUPPLIES - WA |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| S010769331.001 | | 05/30/2018 | 061918 | 323663 | 104.00 | 06/29/2018 | INV | PD | N/S MISC LINE HARDWARE - |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| S010771531.001 | 180108 | 05/24/2018 | 061918 | 323663 | 965.10 | 06/23/2018 | INV | PD | CROSSARM, ANCHOR |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| S010772723.001 | 180108 | 05/26/2018 | 061918 | 323663 | 6,338.08 | 06/25/2018 | INV | PD | CROSSARM, ANCHOR |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| S010772723.004 | 180111 | 06/01/2018 | 061918 | 323663 | 8,115.00 | 07/01/2018 | INV | PD | CONDUIT UD ALUM 4/0,2/0,4 |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| S010786163.001 | 180111 | 06/04/2018 | 061918 | 323663 | 2,568.63 | 07/04/2018 | INV | PD | CONDUIT UD ALUM 4/0,2/0,4 |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| S010786463.001 | 180111 | 06/04/2018 | 061918 | 323663 | 4,869.00 | 07/04/2018 | INV | PD | CONDUIT UD ALUM 4/0,2/0,4 |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 100757 THE GRAPHIC EDGE INC | | | | | 110,985.27 | | | | |
| 1222045 | | 06/01/2018 | 061918 | 323664 | 341.75 | 07/01/2018 | INV | PD | youth baseball T-shirts |
| CHECK DATE: 06/19/2018 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|
| 101956 THE HARTFORD | | | | | | | | |
| 854739174586<br>CHECK DATE: 06/15/2018 | | 06/01/2018 | 061518 | 323704 | 2,074.79 06/15/2018 | INV | PD | JUNE 2018 EMP LTD INS PRE |
| 101150 THE MCDOWELL AGENCY INC | | | | | | | | |
| 101905<br>CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323665 | 41.85 06/30/2018 | INV | PD | BACKGROUND VERIFICATION |
| 101964 PMT EMBROIDERY LLC | | | | | | | | |
| 16494<br>CHECK DATE: 06/19/2018 | | 06/05/2018 | 061918 | 323666 | 40.00 07/05/2018 | INV | PD | Summer intern shirt/embro |
| 104908 TIMESAVER OFF SITE SECRETARIAL INC | | | | | | | | |
| M23832<br>CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323667 | 310.00 06/30/2018 | INV | PD | Planning Commission Minut |
| 103946 TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC | | | | | | | | |
| 1549467/MAY18<br>CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323668 | 110.90 07/15/2018 | INV | PD | Data processing |
| 102008 TRI-CITY/WILLIAM LLOYD ANALYTICAL LAB | | | | | | | | |
| 1800105<br>CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323669 | 52.00 06/30/2018 | INV | PD | Water testing-Clayhole be |
| 102026 API GARAGE DOOR INC | | | | | | | | |
| 506294<br>CHECK DATE: 06/19/2018 | | 05/20/2018 | 061918 | 323670 | 603.00 06/20/2018 | INV | PD | DOOR REPAIR |
| 102028 TWIN CITY WATER CLINIC INC | | | | | | | | |
| 11064<br>CHECK DATE: 06/19/2018 | | 02/28/2018 | 061918 | 323671 | 510.00 06/05/2018 | INV | PD | FEBRUARY SAMPLES |
| 11386<br>CHECK DATE: 06/19/2018 | | 05/21/2018 | 061918 | 323671 | 75.00 06/21/2018 | INV | PD | WELL #4 SAMPLES |
| 11401<br>CHECK DATE: 06/19/2018 | | 05/22/2018 | 061918 | 323671 | 75.00 06/22/2018 | INV | PD | WELL #4 SAMPLES (2ND TEST |
| 11440<br>CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323671 | 510.00 06/30/2018 | INV | PD | MAY SAMPLES |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 11481<br>CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323671 | 75.00 | 07/06/2018 | INV | PD | CITY SQUARE - SPRING WAT |
| 102250 TYLER BUSINESS FORMS | | | | | 1,245.00 | | | | |
| Invoice-16623<br>CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323672 | 1,320.83 | 06/29/2018 | INV | PD | DIRECT DEPOSIT FORMS, ENV |
| 102129 UNITED FARMERS COOPERATIVE | | | | | | | | | |
| 883457<br>CHECK DATE: 06/19/2018 | | 06/05/2018 | 061918 | 323673 | 5.70 | 07/05/2018 | INV | PD | TOWN COURSE PARTS GASKET |
| K81936<br>CHECK DATE: 06/19/2018 | | 05/23/2018 | 061918 | 323673 | 268.73 | 06/23/2018 | INV | PD | PARK OPERATING SUPPLIES |
| K82766<br>CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323673 | 120.99 | 06/30/2018 | INV | PD | GRASS SEED |
| K83437<br>CHECK DATE: 06/19/2018 | | 06/05/2018 | 061918 | 323673 | 53.65 | 07/05/2018 | INV | PD | TOWN COURSE PARTS - COIL |
| 103808 UNITED STATES CURLING ASSOCIATION INC | | | | | 449.07 | | | | |
| 18-11-16<br>CHECK DATE: 06/19/2018 | | 05/17/2018 | 061918 | 323674 | 150.00 | 06/17/2018 | INV | PD | Advertising-Curling News |
| 102051 UPS | | | | | | | | | |
| 000027V7Y7228<br>CHECK DATE: 06/08/2018 | | 06/02/2018 | 060818 | 323519 | 28.93 | 06/13/2018 | INV | PD | shipping |
| 104522 US FOODS INC | | | | | | | | | |
| 3492548<br>CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323675 | 195.28 | 07/01/2018 | INV | PD | hand soap/towels |
| 102072 US HEALTHWORKS MEDICAL GROUP OF MN PC | | | | | | | | | |
| 0085897-MN<br>CHECK DATE: 06/19/2018 | | 06/04/2018 | 061918 | 323676 | 197.00 | 07/04/2018 | INV | PD | DRUG TESTING |
| 102061 USA BLUE BOOK | | | | | | | | | |
| 584872 | | 05/30/2018 | 061918 | 323677 | 140.85 | 06/30/2018 | INV | PD | S/W SMALL TOOLS |

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| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 584998 | | 05/30/2018 | 061918 | 323677 | 514.95 | 06/30/2018 | INV | PD | S/W SMALL TOOLS |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 102102 VERIZON WIRELESS | | | | | 655.80 | | | | |
| 9807684509 | | 05/21/2018 | 061118 | 323528 | 6,869.25 | 06/13/2018 | INV | PD | JUN 2018 PHONE SERVICE |
| CHECK DATE: 06/11/2018 | | | | | | | | | |
| 102105 VGM CLUB | | | | | | | | | |
| 887896 | | 06/01/2018 | 061918 | 323678 | 360.00 | 07/01/2018 | INV | PD | annual dues |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 102126 VOSS ELECTRIC | | | | | | | | | |
| 15319196-00 | | 05/31/2018 | 061918 | 323679 | 988.80 | 06/30/2018 | INV | PD | Rink 1 bulbs |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 102227 ONVOY LLC | | | | | | | | | |
| 009426/JUN18 | | 06/01/2018 | 061918 | 323680 | 3,202.77 | 06/25/2018 | INV | PD | JUN 2018 DIST 112 EDU CTR |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 009486/JUN18 | | 06/01/2018 | 061918 | 323680 | 1,829.00 | 06/25/2018 | INV | PD | JUN 2018 CITY HALL ETHERN |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 102133 WAGNER PRESS & GRAPHICS | | | | | 5,031.77 | | | | |
| 30337 | | 05/22/2018 | 061918 | 323681 | 719.00 | 06/22/2018 | INV | PD | utility inserts summer gu |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 30431 | | 06/06/2018 | 061918 | 323681 | 307.00 | 07/06/2018 | INV | PD | Pay Agreement forms Qty 3 |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 102141 WASTE MANAGEMENT-SAVAGE | | | | | 1,026.00 | | | | |
| 7813695-2282-1 | | 05/30/2018 | 061918 | 323682 | 346.07 | 06/29/2018 | INV | PD | PUBLIC WORKS |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 7813697-2282-7 | | 05/30/2018 | 061918 | 323682 | 700.91 | 06/29/2018 | INV | PD | CHASKA CITY HALL |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 7813710-2282-8 | | 05/30/2018 | 061918 | 323682 | 476.81 | 06/29/2018 | INV | PD | Jun TC waste removal |
| CHECK DATE: 06/19/2018 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| 7813715-2282-7 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323682 | 409.99 | 06/29/2018 | INV | PD | LION'S PARK |
| 7813718-2282-1 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323682 | 521.81 | 06/29/2018 | INV | PD | COMMUNITY PARK |
| 7813719-2282-9 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323682 | 663.46 | 06/29/2018 | INV | PD | TOWN COURSE |
| 7813735-2282-5 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323682 | 286.72 | 06/29/2018 | INV | PD | NEW VETERAN'S PARK |
| 7813749-2282-6 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323682 | 315.19 | 06/29/2018 | INV | PD | MCKNIGHT PARK |
| 7813756-2282-1 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323682 | 396.52 | 06/29/2018 | INV | PD | CHASKA ATHLETIC PARK |
| 7813767-2282-8 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323682 | 478.14 | 06/29/2018 | INV | PD | FIRE STATION |
| 7813770-2282-2 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323682 | 200.17 | 06/29/2018 | INV | PD | PAR 30 |
| 7815151-2282-3 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323682 | 283.65 | 06/29/2018 | INV | PD | SUNSET PARK-OLD VETERAN'S |
| 7815336-2282-0 CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323682 | 1,068.62 | 06/29/2018 | INV | PD | JUN CURLING CTR GARBAGE |
| 7818051-2282-2 CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323682 | 728.33 | 07/01/2018 | INV | PD | CHASKA PERM |
| | | | | | 6,876.39 | | | | |
| 102148 WAYNE DAUWALTER PLUMBING | | | | | | | | | |
| 3710 CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323683 | 360.00 | 06/30/2018 | INV | PD | LIONS PARK SHELTER PLUMBI |
| 3714 CHECK DATE: 06/19/2018 | | 05/31/2018 | 061918 | 323683 | 2,022.11 | 06/30/2018 | INV | PD | New Water Heater Oak 19 |
| | | | | | 2,382.11 | | | | |
| 102155 WEISE, CHAD | | | | | | | | | |
| 54213 CHECK DATE: 06/19/2018 | | 05/26/2018 | 061918 | 323684 | 50.14 | 06/26/2018 | INV | PD | Mileage 4/16-5/26 |
| 102157 MICHAEL P WELLENS | | | | | | | | | |
| 5313 | | 06/10/2018 | 061918 | 323685 | 3,150.00 | 07/10/2018 | INV | PD | FIREMAN'S PARK - SOD REPA |

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| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 106846 WENCK CONSTRUCTION INC | | | | | | | | | |
| 31800089 | | 05/18/2018 | 061918 | 323686 | 11,906.00 | 06/18/2018 | INV | PD | curling benches |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 102192 WILSON SPORTING GOODS CO | | | | | | | | | |
| 4525290041 | | 05/30/2018 | 061918 | 323687 | 400.00 | 06/29/2018 | INV | PD | rental clubs |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 4525290042 | | 05/30/2018 | 061918 | 323687 | 200.00 | 07/29/2018 | INV | PD | resale |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 600.00 | | | | |
| 102189 WM MUELLER & SONS | | | | | | | | | |
| 233769 | | 05/17/2018 | 061918 | 323688 | 41.62 | 06/25/2018 | INV | PD | TOWN COURSE |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 233821 | | 05/18/2018 | 061918 | 323688 | 199.50 | 06/25/2018 | INV | PD | WASHINGTON LANE SINKHOLE |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 233988 | | 05/23/2018 | 061918 | 323688 | 789.21 | 06/25/2018 | INV | PD | POTHOLE PATCHING |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 233989 | | 05/23/2018 | 061918 | 323688 | 66.50 | 06/25/2018 | INV | PD | TACK OIL FOR BUGGY |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 234057 | | 05/24/2018 | 061918 | 323688 | 229.14 | 06/25/2018 | INV | PD | WO#444 CITYWIDE OH TO UG |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 234224 | | 05/30/2018 | 061918 | 323688 | 238.58 | 06/25/2018 | INV | PD | POTHOLE PATCHING |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 1,564.55 | | | | |
| 102220 NORTHLAND SYSTEMS INC | | | | | | | | | |
| 74490 | | 05/30/2018 | 061918 | 323689 | 6,788.00 | 07/04/2018 | INV | PD | VM LICENSING |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 74519 | | 06/05/2018 | 061918 | 323689 | 6,895.00 | 07/10/2018 | INV | PD | JUN 2018 RECOVERY SVC |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| 74520 | | 06/05/2018 | 061918 | 323689 | 22,686.00 | 07/10/2018 | INV | PD | JUN 2018 SUPPORT SVC, ADD |
| CHECK DATE: 06/19/2018 | | | | | | | | | |
| | | | | | 36,369.00 | | | | |
| 102226 ZARNOTH BRUSH WORKS INC | | | | | | | | | |

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| 0170414-IN<br>CHECK DATE: 06/19/2018 | | 05/30/2018 | 061918 | 323690 | 980.00 | 06/29/2018 | INV | PD | BOBCAT BROOM WAFERS |
| 105150 ZAYO GROUP HOLDINGS INC | | | | | | | | | |
| 2018060011266<br>CHECK DATE: 06/19/2018 | | 06/01/2018 | 061918 | 323691 | 1,112.15 | 06/30/2018 | INV | PD | JUN FIBER SVCS |
| 102228 ZEE MEDICAL SERVICE INC | | | | | | | | | |
| 54124321<br>CHECK DATE: 06/19/2018 | | 05/22/2018 | 061918 | 323692 | 97.70 | 06/22/2018 | INV | PD | first aid supplies |
| 102231 ZIEGLER INC | | | | | | | | | |
| SW050298338<br>CHECK DATE: 06/19/2018 | | 06/07/2018 | 061918 | 323693 | 246.50 | 07/07/2018 | INV | PD | OAK ST STATION - BLOCK HE |
| 105916 DAVID E MAETZOLD | | | | | | | | | |
| 54697<br>CHECK DATE: 06/19/2018 | | 06/06/2018 | 061918 | 323694 | 400.00 | 06/20/2018 | INV | PD | Zingrays concert 6/20/18 |
| | | | | | 400.00 | | | | |
| 358 INVOICES | | | | | 1,292,958.25 | | | | |

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

Wires

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 101756 MII LIFE INCORPORATED | | | | | | | | | |
| 38694485 CHECK DATE: 06/07/2018 | | 06/05/2018 | 060718 | 1549 | 2,289.34 | 06/07/2018 | DIR | PD | 6/7/18 FSA REIMBURSEMENTS |
| 38701024 CHECK DATE: 06/14/2018 | | 06/12/2018 | 061418 | 1555 | 335.59 | 06/14/2018 | DIR | PD | 6/14/18 FSA REIMBURSEMENT |
| | | | | | 2,624.93 | | | | |
| 100927 INTERNAL REVENUE SERVICE | | | | | | | | | |
| 54701 CHECK DATE: 06/08/2018 | | 06/08/2018 | 060818 | 1550 | 106,530.32 | 06/08/2018 | DIR | PD | 060818 Payroll FICA Feder |
| 100997 KLEINBANK | | | | | | | | | |
| 6314047-JUN18 CHECK DATE: 06/15/2018 | | 06/15/2018 | 061518 | 1556 | 1,400.00 | 06/15/2018 | DIR | PD | JUN 2018 EDA PROMISSORY N |
| 101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES | | | | | | | | | |
| 54702 CHECK DATE: 06/08/2018 | | 06/08/2018 | 060818 | 1551 | 21,562.61 | 06/08/2018 | DIR | PD | 060818 Payroll MN State T |
| 101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM) | | | | | | | | | |
| 54703 CHECK DATE: 06/08/2018 | | 06/08/2018 | 060818 | 1552 | 12,224.04 | 06/08/2018 | DIR | PD | 060818 Payroll 457 & ROTH |
| 104668 OPTUM BANK INC | | | | | | | | | |
| 54705 CHECK DATE: 06/11/2018 | | 06/08/2018 | 061118 | 1554 | 11,585.75 | 06/11/2018 | DIR | PD | 060818 Payroll HSA Contri |
| 101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION | | | | | | | | | |
| 54704 CHECK DATE: 06/08/2018 | | 06/08/2018 | 060818 | 1553 | 77,575.05 | 06/08/2018 | DIR | PD | 060818 Payroll PERA Contr |
| | | | | | 77,575.05 | | | | |
| 8 INVOICES | | | | | 233,502.70 | | | | |

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

# MINUTES - DRAFT
# CHASKA HUMAN RIGHTS COMMISSION
# CHASKA CITY HALL
# THURSDAY, MAY 24, 2018
# 6:30 P.M.

1) Roll Call
   Chairperson Welvaert called the meeting to order at 6:32 p.m.
   Present: Chairperson Jen Welvaert, Sarah Carlson, Barbara Colhapp, Robert Kim, Donzel Leggett, Celi Haga

   Absent: Vice Chairperson Judy Dunbar, Lisa White

   Staff Liaison: Nate Kabat

2) Adopt the Agenda
   Colhapp asked that Veterans Court be added to new business.
   Welvaert asked for a Summit update to be added under new business.
   Motion: Carlson
   Second: Leggett
   Motion approved.

3) Open Forum/Guest Presentation
   There were no guests at the meeting.

4) Approve Minutes of April 26, 2018 HRC Meeting
   Motion: Carlson
   Second: Leggett
   Motion approved.

5) Treasurer's Report
   Kabat reported on supplies procured for the powwow – water bottles and garbage bags were provided. He also corrected previous expenditure report – business cards were $33, not $10. Total expenditures to date are $53, remaining balance for year is $1947.

6) Old Business
   a) Appointment of Alternate to a Commissioner seat to fill vacancy

      With Filipek resignation, still need to appoint an alternate – typically look at alternates as appointed to position, White/Carlson appointed at the same time so someone will have to be nominated, put up in that position. White has indicated she is comfortable staying an alternate, Carlson is willing.
      Motion: Leggett
      Second: Haga

      Motion approved.

   b) Dementia-friendly communities – Update by Celi Haga
      Colhapp mentioned a series of meetings around Alzheimer's being presented starting September 22nd and running through the end of November at the Chaska branch of the Carver County Library. Presentations will include topics like seasonal effects/raising

awareness, making sure the community at large knows what's important about dementia. Colhapp will try and get more information.

Carlson will attend dementia-friendly training at Chan library and follow up with the commission.

The group made no formal determination about moving forward with the initiative and will consider again at future meetings.

c) May 2018 Pow Wow Recap
Leggett reported that the Pow Wow was a big success. There were 52 dancers, seven vendors, three drum groups, and the participation exceeded hopes for this first event. The planning group is already starting to think about next year and is looking grant writing support as it begins to apply for grants to cover costs.

d) River City Days, July 2018 - Update by Lisa White/Jen Welvaert

Welvaert reported in White's absence that she is continuing to investigate options for giveaways, including keychains shaped like a house (homeless/housing theme), HRC logo, etc. She is also considering something related to safety be useful to people (little flashlight or something similar). She will have a full report/proposal at the June meeting.

The group discussed literature options/handouts at the booth. Haga will get options from state Human Rights Commission. She will also follow up with Chan on their dementia resource guide. With regard to specific housing material, Carlson noted that Carver County's Community Development agency will be present during River City Days and will have a lot of material so the HRC should try not to be redundant.

Leggett suggested the commission look to involve some high schoolers/younger people in designing/developing the booth.

e) MLK Breakfast, January 2019 - Update from Barbara
Colhapp noted the HRC is considering presenting Human Rights Award at breakfast. She will reach out to Jeff Filipek to find out what the Chamber is thinking in terms of the event and that will help determine if there is a particular theme to the event and if it ties into 2018's theme or a new one in 2019. Will need to identify a speaker soon.

Leggett provided a musical update. Tim Beckler, Director of Music over at Chaska HS will have jazz ensemble play. Will double-check with Ms. Klein to see if choir might also perform.

f) Nominees for Chaska Human Rights Award – Review nomination form

The group discussed the form and asked that previous winners be put on the website as part of efforts to promote the award. There was discussion about moving the date back to December but ultimately the decision was to keep the nomination deadline in November – November 15, and have some wiggle room in December if more nominations are needed. December could be used to develop a more formal presentation for the winner if presented in January at the MLK breakfast.

Haga agreed to be point person for the Human Rights Award.

7) New Business

a) State HRC Info – Donzel Leggett
State Human Rights Summit is June 26, the state is hoping to have many city HRCs attend. It will be at the University of Minnesota – registration is not open yet but an email will be sent out when it is. There will be workshops, speeches; it's a four-hour commitment focused on education/outreach methods, local/regional partnership

opportunities.

b. Other new business
Colhapp brought up the Veterans Court and hearing David Hunt, Head of Carver Co Veterans Services speak. The program helps vets with mortgages, divorce, and more. Colhapp suggested he be invited to speak at a future meeting.

8) Adjourn
Motion: Carlson.
Second: Leggett.
The meeting is adjourned at 7:31 p.m..

Next Meeting: Thursday, 6:30 PM, June 28, 2018

Chaska Park Board
Meeting Minutes
May 14, 2018

**1. Call to Order**

The May meeting of the Chaska Park Board was called to order by Chairman Grau at 7pm in the Council Chambers at City Hall.

**2. Roll Call**

Present: Grau, Roan, Downs, Gutierrez, Ives, Mihajlov, Wittrock, Branch, Flaherty-Wilcox.

Absent: Mason, Olsen

Staff Present: Marshall Grange, Mary Monteith

**3. Adopt the Agenda**

Motion by Wittrock, second by Flaherty-Wilcox to accept the May meeting agenda. Motion carried.

**4. Visitor Presentation**

None

**5. Approve Meeting Minutes**

Motion by Ives, second by Downs to approve the Chaska Park Board minutes of April 9th, 2018. Motion carried.

**6. Old Business**

A.) 2018 Park Board recommendations for Chair, Jonathan Grau and Vice-Chair, Dave Roan were approved by the City Council at the April 30th council meeting.

B.) The renaming of old Veteran's Park to Sunset Park was officially approved at the April 16th council meeting. Public Works is working on sign replacement as well as getting new name on Google maps.

Chair felt important to note that the process for naming parks should be researched with other cities and a formal process put in place.

C.) Grange updated the board on the progress made to date with the Chaska Chan Mountain Bike Team. They are working to file the required papers with the State of Minnesota for a 501 c (3) status. They are looking to secure insurance coverage for the site, as well as lay out a timeframe for bringing it back before the board. Grange asked about a community engagement for this group to gather feedback from the community, board feels that should be done by the bike group.

D.) After having the joint work session prior to today's board meeting, Grange reminded board of the May 30th Community Engagement meeting at the dog park site off Ravoux Road. Staff continues to research what other cities have for rules, as well as park amenities.

**7. Other Business**

A.) Grange reviewed with the board the various Parks and Recreation department happenings.

Grange expressed much appreciation to the MSB staff for extra efforts on snow removal this year as well as diligent work this spring getting ball fields up and running.

Grange shared information he received from the Bike and Walk Conference he attended in Rochester earlier in the month. Chaska is going to pursue recognition as a "Bike Friendly Community" in the State.

B.) Board received the Council meeting minutes from April 2nd and 16th.

C.) Board received the Planning Commission minutes from March 14th and April 11th, 2018.

D.) Grange announced the change with the work session on May 21st at 5:30, topic change to Chaska Par 30.

E.) Wayfinding work session has been moved to June 4th 5:30.

**8.) Roundtable**

Wittrock mentioned the upcoming Fishing with Friends-Kids Fishing clinic to be held at Firemen's Park on June 2nd starting at 9 AM.

Downs asked about new Veteran's Park moving forward with construction. Grange explained the "challenge coin" display.

Discussion on upkeep and maintenance at Firemen's Park.

**9. Adjourn**

Motion by Ives to adjourn the May 14th, 2018 meeting of the Chaska Park Board, second by Wittrock. Motion Carried.

**Biweekly Report**
**June 18, 2018**
**By**
**Matt Podhradsky**

**UPCOMING MEETING/WORK SESSION SCHEDULE**

Prior to our Council Meeting on Monday, June 18th, we are planning to have my annual review. We are planning to have this run from 5:30-7 pm prior to the meeting, with this meeting being closed to the General Public. Nate will be coordinating getting to you a copy of my review form and supporting documentation prior to that meeting. It should be noted that while this is a session that can be Closed to the public, and that we will notice it as such, we do need to record the audio from this meeting and keep it on file. We will have this audio recording ready to go for the meeting.

As we look further out into the summer, please note that we are planning on canceling the meeting on Monday July 2nd. There are 5 Mondays in July, meaning that we can get two meetings in that month without having the meeting on July 2nd. The meetings in July will be on Mondays July 16th and 30th.

Finally, in August, we will be having our normal meetings on Mondays August 6th and 20th. As we will be getting into the time of season that we typically start looking at our 5-year financial forecast for our General Fund, please plan on their being a work session at least one of those meetings, and possibly at both. In September, the regular meeting on September 3rd will be cancelled because of Labor Day, with the meetings in September being on Mondays September 10th and 17th.

If you are unable to make it to any of the upcoming meetings, just let me know.

**UPDATE ON DOG PARK/OFF-LEASH DOG AREA:**

Over the past few weeks, Staff has been working on putting together more detailed plans for the proposed Dog Park/Off-Leash Dog Area that we are exploring in Lion's Park. We have been working on not only the design of the amenities for this portion of the park, but also looking at some of the logistic planning for this amenity such as parking, utilities and restrooms. Following some initial design work being completed, the Park Board did host a public open house to both show those interested what was being proposed, but to also get any feedback from residents or users that think there are things we should take into consideration as we put together the plans for this improvement. As part of that open house, we did send notices by mail to all the properties that are surrounding the proposed Dog Park and did some significant advertising and accepting feedback electronically through our web page and other social media outlets.

I am happy to say that this process not only garnered a lot of attention but yielded a significant amount of public input (over 200 submitted comments) into the process. The vast majority of this feedback was very supportive of the proposed concept, with some comments coming back on things that the City should take into consideration as we design and operate this into the future.

With this public comment having been accepted on this project, the Park Board will be reviewing these comments at their June meeting, providing feedback to Staff on things they would like us to look at further based on these comments, with then Staff going back to put together a final proposal for the site. Staff did advertise to the public through our Social Media outlets that the Park Board will be reviewing these comments at their June meeting, so if there is anyone that is interested in adding any verbal comments, that would be a good time to do this.

The plan following this will be to have Staff get pricing for the implementation of the proposed plan and looking at any recommendations we would have on phasing the implementation of this plan. We would plan to bring that back to the Park Board for their July meeting, at which time we would expect that the Park Board would be considering a recommendation back to the City Council for this project. It would be the plan at this time to bring back to recommendation to the Council at one of the two meetings in July (likely the July 30th meeting), with the Council then being able to decide what direction to move based on this recommendation. If we can keep this schedule, this would allow us to start moving forward with the improvements yet this summer/fall.

If you have any questions on this, please feel free to let me know.

**MMPA ANNUAL MEETING**

Coming up on Tuesday, July 24th, the Minnesota Municipal Power Association will be having their annual summer meeting with the City of Elk River hosting this meeting at Rockwoods in Otsego.. As you may remember from the past, this is a meeting that we highly encourage Council Members to attend as it is one in which the agency is able to give an overview of the different projects they are working on, the strategies they are using to continue to provide cheap and reliable electric power to our communities, and it also helps you understand some of the things that are being looked at in the future. It is also a chance to get to know some of the people who provide our electric service daily.

The reason that the meeting is being hosted by the City of Elk River this year is because they are a brand-new member, with 2018 being their first full year of membership. While Elk River has been part of the board structure for the past several years, as the agreements to bring them into MMPA were executed several years ago, it wasn't until 2018 that they became a full member. This will be a good opportunity to understand why the agency chooses specific cities to be a member of MMPA, and what Elk River will bring to the agency.

If you are interested in attending please note that you will be getting an invitation in the mail from MMPA. Please make sure to RSVP your attendance so they make sure that they have enough food for the event. If you are interested in attending and for some reason do not receive your invitation in the next couple weeks, please let me know so I can make sure that we get one to you and we get you signed up for the event. I hope you can attend!

**UPDATE ON CITY SQUARE WEST PROJECT**

As a quick update on the City Square West Project, Staff along with Hoisington Koegler Group, are focusing our efforts now on two items that are needed to be able to move forward with a final recommendation from the Task Force on this project. First, with the Task Force determining that the expanded Library would better fit on a different block in the Downtown, Staff and HKG are working to look at potential sites that could be considered in the Downtown, what concepts might look like on those sites to see if they are feasible, with us then moving forward to have discussions with property owners who might currently control these sites. It is the hope over the next few weeks that we will be able to narrow down some feasible sites for the Task Force to review and be able to consider for making a recommendation back to Council. As I have mentioned before, while the Task Force does not feel the Library should be part of the actual City Square West Redevelopment project itself, they do think that a Library expansion is needed, that it should happen in Downtown, and that it should happen as close to the time we implement any plans for the City Square West project as possible, so it doesn't get overshadowed by the City Square West project.

Second, Staff is working directly with the current businesses/tenants in the City Square Center building now to start looking at options for relocation. We have already been meeting and have heard from many of them that they could see some potential opportunities for a relocation of their businesses, if they were able to find the right location and be able to move together (they see many synergies between users of their existing businesses). Staff is in the process of analyzing that and would plan on bringing recommendations back to the Task Force for how to address this as part of the overall City Square West redevelopment project.

Both tasks are critical to figure out as part of this overall project, with us hoping to be able to address these both within the next month or so, so we can continue to move forward with this planning process.

If there are any questions about this, please do not hesitate to ask.

**SUNSET PARK/VETERAN'S PARK UPDATE**

Just as an update on both projects, they both continue to move forward. First-with Sunset Park now officially being named, Staff has been working to get all signage changed over, which includes the monument sign on Engler, the Score Board in the baseball park, the general park signage at the entrance to the park, and the large sign along 212. At this time, all signage has been ordered, with the large sign along Highway 212 having been completed with the new "Sunset" name having been welded into the sign last week. Within the next couple of weeks, the signage for the rest of the park will have been received, with our crews then moving to install it.

As for Veteran's Park, improvements for both the Veteran's Memorial and the expanded Park Shelter have been going on since early April, with a lot of the foundation/utility work having been completed on the project. At this time, it is uncertain exactly what date it will be completed by, but it should be before the end of the summer (Labor Day). We are certain that the original target date of July 4th will not be met as the contractor got a very late start due to the snow we received in April.

If there are any questions about this, do not hesitate to ask.

**BODY WORN CAMERA PILOT PROGRAM-PUBLIC INPUT PROCESS**

As an update to the last City Council meeting, the Police Department will be moving forward with the required public input process that State Statute requires be held prior to any deployment of Body Worn Camera systems. As you may remember from the last Council meeting, the Police Department has been studying this issue for some time and is recommending that we move forward over the next year in running a pilot program to test some of the policies and procedures we have developed over the last year, and to see how this technology might benefit the community and our policing services. To prepare for this input session, which is schedule to occur as part of the Council meeting on Monday night, the Police Department has been both getting out to stakeholder groups in the community to educate them on this issue, but to answer any questions residents may have on how it is deployed and how private data is protected. At the same time, we have put out advertising on many different social media outlets, providing residents the opportunity to comment on any of the proposed program/policy. The session on Monday is set up by the State to provide a formal way that residents can learn more about a city's proposed policy/program and to gather any feedback on those that might be supportive or have a concern.

If you have any questions about this prior to the meeting, please let me know.