WORK SESSION
Budget Discussions - Utility Enterprise Funds
Electric, Storm Water, Water and Sewer
5:30 - 7 PM

AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, November 7, 2022
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
6. Approve Previous Meeting Minutes
   - 6.A. Approve the October 3, 2022 City Council Meeting Minutes
   - 6.B. Approve the October 17, 2022 City Council Meeting Minutes
7. Consent Items
   - 7.A. 2023 Prosecution Contract
   - 7.B. Resolution 2022-130 Approving an Agreement With Carver County for 2023 Assessment Services
   - 7.C. Adopt Resolution 2022-131 - Accepting Gifts and Donations
   - 7.D. Establish a Public Hearing to Consider Temporary Transfer Authority
   - 7.E. Accept the findings of the Body-Worn-Audit Report
   - 7.F. Tobacco License Application for New Business Anna Tobacco
   - 7.G. Resolution 2022-133 to Accept the Donation of Real Property

7.H. Approve the Renewal of the Breakaway Academy Lease

8. Action Items

8.A. Public Hearing and Resolution 2022-132 Regarding a Tax Abatement Project

9. Bills

9.A. Accounts Payable Claims Roster 11-7-2022

10. Other Business

10.A. City Administrator's Report

10.A.i. Biweekly Report 11-7-2022

11. Adjourn

DRAFT

- MINUTES -
CHASKA CITY COUNCIL
OCTOBER 3, 2022

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

2. Pledge of Allegiance

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

Absent: None.

Also Present: Matt Podhradsky, City Administrator; Noel Graczyk, Administrative Services Director; Kevin Wright, Communication Director; Elise Durbin, Assistant Administrator; Parks and Recreation Director Marshall Grange; Nate Kabat, Community Development Director; Liz Hanson, City Planner; City Attorney; City Engineer Matt Clark; and Water and Sewer Director Matt Haefner.

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

5. Visitor Presentation
5.A. Swearing In – Fire Chief Stephen Kraus

Mayor Windschitl swore in Fire Chief Stephen Kraus and thanked him for his service to the City.

6. Minutes
6.A. Approve the September 12, 2022 City Council Meeting Minutes
Motion by Councilmember Hatfield, second by Councilmember Huang to approve the September 12, 2022 City Council Meeting Minutes.
Motion carried.

6.B. Approve the September 19, 2022 City Council Meeting Minutes
Motion by Councilmember Hatfield, second by Councilmember Huang to approve the September19, 2022 City Council Meeting Minutes.
Motion carried.

7. Consent Agenda
Motion by Councilmember Grau, second by Councilmember Hubbard, to approve the Consent Agenda Item A:

DRAFT

A. Adopt Resolution #2022-114 Appointing Election Judges for the General Election - November 8, 2022

Motion to adopt Resolution No. 2022-114 appointing those persons listed on Exhibit A as Judges of Election for the General Election, Tuesday, November 8, 2022.
Motion carried.

8. Action Items

8.A. Adopt Resolution 2022-115, Public Assessment Hearing and Resolution Approving the Imposition of Service Charges for the 2023 Chaska Downtown Special Services District

City Administrator Podhradsky introduced this item.

Assistant Administrator Durbin provided some background on this item and reviewed the proposed assessments.

Dan Keyport, President of the Downtown Business Alliance addressed the Council. He provided some background on the Chaska Downtown Business Alliance and Special Services District.

Councilmember Hatfield stated the services that the Downtown Business Alliance provide are invaluable and appreciates the help they provide to City.

Mayor Windschitl opened the Public Hearing at 7:26 p.m.

No one wished to speak on this item.

Mayor Windschitl closed the Public Hearing at 7:28 p.m.

Motion by Councilmember Hatfield, second by Councilmember Hubbard, to Adopt Resolution 2022-115 Imposing Service Charges and Setting the 2023 Operating Budget and Plan for the Chaska Downtown Special Service District.
Motion carried.

9. Bills

9.A. Accounts Payable Council Roster 10-3-2022

Council requested further information on pages 2, 6, and 16.

City Administrator Podhradsky provided further information on those bills.

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

10. Other Business

10.A. City Administrator's Report

10.A.i. Biweekly 10/3/22

DRAFT

Councilmember Hubbard:
- Stated the Trail of Fun is on Saturday, October 15th

Councilmember Hatfield:
- Stated the Friday update emails regarding the construction on Highway 41 have been very helpful and if anyone wants that information they can sign-up on the project website through Bolton & Menk

Councilmember Huang:
- Stated October 13th from 7-8 pm is the candidate form for Mayoral Candidates at the City Council Chambers
- Stated October 29th from 4-6 pm is the Halloween Jamboree at the Community Center

Councilmember Grau:
- Stated the hope is Costco will open next fall
- Noted he has seen the water tower painting process and it has been neat to watch
- He noted if there is graffiti in public parks or spaces they should contact the front desk at City Hall

City Administrator Podhradsky:
- Noted he will keep them updated if there will be a work session on October 17th and stated there will be no meeting on October 31st for sure
- He provided an update on Highway 61 progress

Mayor Windschitl:
- Stated it is Customer Service Week and thanked everyone for their hard work
- Stated there is a new business Red Savoy Pizza being built which is exciting
- Noted Tokyo Electron Limited became a Beyond the Yellow Ribbon Company and would like to do a proclamation for them
- Expressed his condolences for John Lenzen prior owner of London Chevrolet who passed

11. Adjourn

Motion by Councilmember Huang second by Councilmember Hubbard to adjourn the meeting at 7:59 pm.
Motion carried.

- MINUTES -
CHASKA CITY COUNCIL
OCTOBER 17, 2022

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

2.Pledge of Allegiance

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

Absent: None.

Also Present: Matt Podhradsky, City Administrator; Noel Graczyk, Administrative Services Director; Kevin Wright, Communication Director; Elise Durbin, Assistant Administrator; Marshall Grange, Parks and Recreation Director; Nate Kabat, Community Development Director; Liz Hanson, City Planner; Jake Saufley, City Attorney; Matt Haefner, Water and Sewer Director; and Matt Clark, City Engineer.

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

5. Proclamation
5.A. Domestic Violence Awareness Month – Katie Schaumann
Mayor Windschitl read in full a Proclamation recognizing October 2022 as Domestic Violence Awareness Month. Katie Schaumann provided details about Southern Valley Alliance and its history serving the community.

6. Visitor Presentation
6.A. His House Foundation – Martha Brannon
Mayor Windschitl introduced the item and Martha Brannon, His House Foundation, provided a presentation of the services provided by His House Foundation. She provided an overview of the program and noted they are the primary emergency housing provider in the area. His House also provides food support. Ms. Brannon added there is a sleep-out fundraiser event upcoming in the winter.

Mayor Windschitl asked what the service area is for housing stabilization. Ms. Brannon stated they can help anyone in the State with housing issues. If their facilities are full, His House provides a tent and an uber to a local campsite. In Chaska, there are anywhere from five to 20 unhoused folks, particularly down by the river at the end of Walnut. She added there are also some transient people behind McDonald's and behind Cooper's. The organization provides food support to several of those individuals.

DRAFT

6.B. Other Comments

A gentlemen claiming to be Prince from Los Angeles, California, stated in 2016 he was very sick while living in the Chaska area. He did not die. Instead, he moved to California after the Carver County Sheriff responded to an incident. He explained people are trying to steal his music and his royalties. Mayor Windschitl stated the incident occurred in Chanhassen and any issues can be taken up with the Carver County Attorney's Office.

7. Consent Agenda

Motion by Councilmember Huang, second by Councilmember Grau to approve the Consent Agenda Items A through G:

A. Adopt Resolution 2022-120 Identifying the Need for Livable Communities Local Housing Incentives Account Funding and Authorizing Application for Grant Funds

Motion to approve Resolution 2022-120 Identifying the Need for Livable Communities Local Housing Incentives Account Funding and Authorizing Application for Grant Funds.

B. Adopt Resolution No. 2022-122 Approving the Final Site & Building Plan for Chaska Tech Center/Amcon Construction/PC #2022-55

Motion to adopt Resolution No. 2022-122 Approving the Final Site & Building Plan for Phase III of the Chaska Building Center (Chaska Tech Center).

C. Adopt Resolution No. 2022-123 Approving the Eitel House Final Plat/Jonathan Association/PC #2022-56

Motion to adopt Resolution No. 2022-123 Approving the Eitel House Final Plat.

D. Adopt Resolution 2022-124 Approving the Final Plat for Hidden Maples/Landmark Builders/PC #2022-53

Motion to adopt Resolution 2022-124 Approving the Final Plat for Hidden Maples.

E. Adopt Resolution No. 2022-128 Approving the Cooperative Construction Agreement with MnDOT for Oak Ridge Development – TH 41 Roundabout and Highway Improvements

Motion to approve Resolution No. 2022-128 Approving the Cooperative Construction Agreement with the State of Minnesota Department of Transportation for Oak Ridge Development – TH 41 Roundabout and Highway Improvements.

F. Authorize a Purchase Agreement with Club West Partners, LLC for Property Necessary for Right of Way and Stormwater

Motion to authorize the Mayor and City Administrator to enter into a Purchase Agreement upon completion baring any substantive changes with Club West Partners, LLC for Parcels A, B, and C as defined in said purchase agreement.

G. Set Date for Canvass of Municipal Election Results

Motion to set the date for the canvass of local election results as November 17, 2022, at 5:30 p.m. at the Chaska City Hall Council Chambers.

Councilmember Hubbard noted for Consent Agenda Item E. Adopt Resolution No. 2022-128 Approving the Cooperative Construction Agreement with MnDOT for Oak Ridge Development – TH 41 Roundabout and Highway Improvements, there has been concern in the community regarding traffic flow.

DRAFT

City Administrator Podhradsky agreed there have been concerns the roundabouts would not be sufficient, but Staff has no concerns because the traffic study showed no issues. Councilmember Hubbard stated communication with the community would be helpful to ease concerns.

Motion carried.

8. Action Items

8.A. Adopt Resolution 2022-129 Extension of Power Sales Agreement with Minnesota Municipal Power Agency

City Administrator Podhradsky introduced this item.

David Niles and Oncu Er from Avant Energy addressed the Council and provided an overview and background on this item through a presentation.

Councilmember Huang asked what capacity they have for biogas. Mr. Er stated they are generating at full capacity.

Councilmember Huang asked if there is excess gas or electricity that can be resold. Mr. Niles stated the gas is more valuable than the electricity, and it can be resold.

Councilmember Hubbard asked if there are any other potential members for the co-op. Mr. Niles stated it can be difficult for cities to switch because of the long-term contracts and notice periods, but Avant has continued to seek and sign new members.

City Administrator Podhradsky noted there is a push for renewable energy offerings. Councilmember Grau added people initially chose renewable energy to feel better, but now it is more cost-effective.

City Administrator Podhradsky added the connection with the Minnesota Municipal Power Agency has allowed the co-op to grow and further benefit the City.

Mayor Windschitl pointed out there are a number of benefits for the City to have their own power company. It would be beneficial for Avant Energy to do regular presentations to the cities in the co-op, including Chaska.

Motion by Councilmember Huang, second by Councilmember Hatfield, to Adopt Resolution 2022-129 Authorizing and Approving an Amendment in the term of the Power Sales Agreement between the Minnesota Municipal Power Agency and the City of Chaska and Authorizing the Execution of the Agreement on behalf of the Mayor and Administrator.
Motion carried.

8.B. Adopt Resolution 2022-125 and Ordinance Nos. 1022 & 1023 Approving the Final Site & Building Plan and Zoning Ordinance Amendments for Hazeltine Plaza Apartments/Trident Development/PC #2022-54

City Administrator Podhradsky introduced on this item.

DRAFT

City Planner Hanson provided a presentation on this item.

Councilmember Grau asked when they would be breaking ground on the project. Roger Fink (1:18:50), representative of Trident Development, explained the groundbreaking would be early in 2023.

Councilmember Grau noted his support of the project and the populations it would serve.

Councilmember Hubbard added she hopes the project would serve long-term residents rather than Airbnb's. Roger Fink stated Airbnb or other short-term rentals would not be allowed at the property. There will be a management office on-site.

8.B.i. Ordinance No. 1022 Approving the Zoning Ordinance Amendment (ZOA) to PCD-15
Motion by Councilmember Grau, second by Councilmember Hubbard, to adopt Ordinance No. 1022 Approving the Zoning Ordinance Amendment (ZOA) to PCD-15.
Motion carried.

8.B.ii. Ordinance No. 1023 Approving the Zoning Ordinance Amendment (ZOA) to Section 15.16.030 PCD
Motion by Councilmember Huang, second by Councilmember Hatfield, to adopt Ordinance No. 1023 Approving the Zoning Ordinance Amendment (ZOA) to Section 15.16.030 Planned Commercial Development District.
Motion carried.

Motion by Councilmember Hubbard, second by Councilmember Grau, to adopt Resolution 2022-125 Approving the Hazeltine Plaza Apartments Final Site and Building Plan.
Motion carried.

8.C. Items related to a Tax Abatement Agreement with RCS-RCA Oak Ridge, LLC
8.C.i. Adopt Resolution 2022-126 Granting Contingent Approval of a Tax Abatement Agreement
City Administrator Podhradsky introduced on this item and Assistant City Administrator Durbin provided details on this item.

Mayor Windschitl noted there was a lot of creative work by Staff to move the project forward, and it didn't impact tax payers' money.

Motion by Councilmember Huang, second by Councilmember Grau, to adopt Resolution 2022-126 Granting Contingent Approval of a Tax Abatement Agreement.
Motion carried.

8.C.ii. Motion to Set Public Hearing for November 7, 2022 to Review a Proposed Property Tax Abatement
Motion by Councilmember Hatfield, second by Councilmember Hubbard, to set the Public Hearing for November 7, 2022, to review the proposed property tax abatement.
Motion carried.

DRAFT

8.C.iii. Adopt Resolution 2022-127 Relating to the Financing of Certain Proposed Projects; and, Establishing Compliance with the Reimbursement Bond Regulations under the Internal Revenue Code
Motion by Councilmember Hubbard, second by Councilmember Grau, to adopt Resolution 2022-127 Relating to the Financing of Certain Proposed Projects; and, Establishing Compliance with Reimbursement Bond Regulations under the Internal Revenue Code.
Motion carried.

9. Bills
9.A. Accounts Payable Claims Roster 10-17-2022
The Council requested further information about bills on pages 2 and 20.

City Administrator Podhradsky provided further information regarding those bills.

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

10. Other Business
10.A. City Administrator's Report

10.A.i. Bi-Weekly Report 10/17/2022

Councilmember Huang:
- Noted there is a Halloween Jamboree October 29 at the Community Center
- Added early voting is now available
- Pointed out there is an issue with a stop sign near PetCo

Councilmember Hubbard:
- Noted she attended the Trail of Fun and thanked Staff and sponsors for their effort
- Stated there was a Community Center Task Force meeting which discussed more critical infrastructure needs. There was also a community survey which showed similar priorities as reached by the Task Force

Councilmember Grau:
- Agreed the Community Center Task Force has hosted creative conversations
- Noted signage is up on Chaska Boulevard about road closures
- Encouraged folks out for Halloween trick-or-treating to be aware of traffic safety

Councilmember Hatfield:
- Pointed out there is a Food Distribution on Thursday, October 20
- Stated Coffee with a Cop is October 27 at Dunn Brothers at 9:00 a.m.
- There is trick-or-treating downtown on October 29 in the afternoon

DRAFT

Mayor Windschitl:

- Encouraged community members to vote and explained polling location information is available on the City website
- Next Meeting is November 7th and a Canvassing Meeting on November 17th
- Noted there is construction on Walnut after there was just work done there recently
- Added community members should be extra careful when driving on Halloween

10.B. Monthly Financial Reports

11. Adjourn

Motion by Councilmember Hatfield, second by Councilmember Huang, to adjourn the meeting at 9:02 p.m.
Motion carried.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
11/7/2022

Subject: 2023 Prosecution Contract

Prepared By: Elise Durbin, Assistant City Administrator

Background
Under State Statute, the City of Chaska is responsible for prosecuting certain misdemeanor and gross misdemeanor incidents. Historically, the City has contracted to have these services provided by the Carver County Attorney's Office.

2023 Proposed Contract
Annually, the Carver County Attorney's Office calculates the usage of their services by city and does a three-year comparison. This three-year usage average then sets the proposed surcharge for the upcoming year. For 2023, this is $32,792.60, which is a decrease from 2022 ($34,483.64) because of the decrease in the three-year usage average.

Surcharge payments will be made in four equal installments on April 15, 2023; July 15, 2023; October 15, 2023; and January 15, 2024. This surcharge also includes a 4% county personnel cost allowance.

To help offset prosecuting costs, court fines are shared between the County Attorney and City of Chaska as defined in the attached contract and pursuant to Minnesota Statute Section 484.90, Subdivisions 6(a)(1) and 6(a)(2).

Recommendation
Purchasing prosecution services through Carver County results in a more cost effective and high-quality service than the City can provide on its own. Staff is confident that the City could not duplicate this service at a lesser cost. The proposed contract is consistent with the City's 5-year budget. Staff recommends that the City of Chaska extend the Prosecution Contract with Carver County for 2023 with a surcharge of $32,792.60.

CITY COUNCIL ACTION REQUESTED
Motion to authorize the Mayor and City Administrator to execute the 2023 County Prosecution Contract.

2023 PROSECUTION CONTRACT

THIS JOINT POWERS AGREEMENT is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Chaska, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Chaska and also to provide for prosecution of municipal traffic and parking ordinance violations.

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

WHEREAS, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Chaska, through its Council, that:

1. Enabling Authority.

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Chaska to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

2. Purpose

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Chaska and also to provide for prosecution of municipal traffic and parking ordinance violations.

3. Services.

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2023 and extending through December 31, 2023.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of $32,792.60 is to be paid by the City of Chaska to the Carver County Attorney's Office in four equal installments on April 15, 2023, July 15, 2023, October 15, 2023 and January 15, 2024.

6. Ordinances.

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

7. Data.

All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

8. Audit.

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that 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 related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

9. Indemnification.

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement *to* indemnify and hold harmless does not constitute a waiver by any participant *of* limitations on liability provided under Minnesota Statutes Section 466.04.

It is further understood that Minnesota 471.59, Subd. 1a applies to this Agreement. 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.

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

10. Nonwaiver, Severability and Applicable Laws.

Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.

If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2023.

12. Merger and Modification.

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 alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

Space Intentionally Left Blank

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its appropriate officers and with the consent and approval of its appropriate governing bodies.

CITY OF CHASKA

BY: _____
Mayor

Date: _____

IN PRESENCE OF:

_____
City Administrator

Date: __

COUNTY ATTORNEY

_____
Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
Dave Hemze
County Administrator

Date: _____

2023 Prosecution Contract

Carver County Attorney's Office

Who We Serve

Carver
Chaska
Cologne
Hamburg
Mayer
New Germany
Norwood
Young America
Victoria
Waconia
Watertown

Determination of Contract Fees

County Attorney Staff Costs	$178,928
Less Total Fine Revenue paid to Carver County Attorney's office in 2021	*($ 76,084)*
Contract Cost Allocation	*($ 27,182)*
Equals Total Surcharge to be paid in 2023	$ 75,660

Participating cities pay surcharge quarterly per their three-year case load average (see chart later in presentation) Surcharge includes 4.0**%** county personnel cost allowance

Cases by Location (2019 – 2021)

Cases listed: Adult (PM/MD/GM)

Updated: 04/19/2022

	2019	2020	2021	3 Yr Avg	% Total
Carver	66	52	77	65	7.18%
Chaska	477	377	345	400	44.15%
Cologne	26	12	13	17	1.88%
Hamburg	7	8	4	6	0.70%
Mayer	22	22	22	22	2.43%
New Germany	7	8	5	7	0.74%
Norwood Young America	71	77	41	63	6.96%
Victoria	93	82	53	76	8.39%
Waconia	183	187	176	182	20.10%
Watertown	64	79	60	68	7.47%
	1,016	904	796	905	100.00%

Usage and Rate Comparison

With usage change and 4.0% increase	2022 Contract 3 Yr Avg	2023 Contract 3 Yr Avg	Change +/-	2022 Contract Rate	2023 Contract Rate	Change +/-
Carver	5.90%	7.18%	1.28%	$4,289.37	$7,318.93	$ 3,029.56
Chaska	47.40%	44.15%	-3.25%	$34,483.64	$32,792.60	$ (1,691.03)
Cologne	2.02%	1.88%	-0.14%	$1,469.95	$1,235.66	$ (234.29)
Hamburg	0.60%	0.70%	0.10%	$433.76	$380.20	$ (53.55)
Mayer	1.95%	2.43%	0.48%	$1,421.76	$2,091.12	$ 669.37
New Germany	0.76%	0.74%	-0.02%	$554.24	$475.26	$ (78.99)
Norwood Young America	6.69%	6.96%	0.27%	$4,867.71	$3,897.09	$ (970.62)
Victoria	9.37%	8.39%	-0.98%	$6,819.61	$5,037.70	$ (1,781.91)
Waconia	18.15%	20.10%	1.95%	$13,205.47	$16,728.98	$ 3,523.51
Watertown	7.15%	7.47%	0.32%	$5,205.08	$5,703.06	$ 497.98
				$ 72,750.59	$ 75,660.61	$ 2,910.02

County Attorney Update:

- Veteran's Court
- Drug Court
- Opioid Settlement
- Other trends in the County Attorney's Office

Our Office

Mark Metz, County Attorney

Peter Ivy, Chief Deputy

Rhonda Betcher, Executive Assistant

John Rekow, Law Office Manager

Nancy Yates, Victim Witness Manager

1 Victim Witness Coordinator

1 Victim Witness Legal Admin

17 Assistant County Attorneys

2.5 Paralegals

6 Legal Administrative Assistants

1 Administrative Assistant

REQUEST FOR ACTION
CHASKA CITY COUNCIL
11/7/2022

Subject: **Resolution 2022-130 Approving an Agreement with Carver County for 2023 Assessment Services**

Prepared By: Elise Durbin, Assistant City Administrator

Background
Under State Statute, Minnesota cities are permitted to enter into agreements with their county to provide for joint assessment services. Historically, the City has contracted to have these services provided by the Carver County Assessor's Office.

2023 Proposed Contract
The proposed, one-year contract outlines the cost and work to be performed. As in years past, the cost is divided out on a per property basis. The cost in 2023 is set to increase by 4%.

	2020	2021	2022	2023
Residential	$13.95	$13.95	$14.34	$14.94
Agricultural	$14.50	$14.50	$14.92	$15.54
Commercial/Industrial	$15.55	$15.55	$15.99	$16.66

As part of the agreement, the Carver County's Assessor's Office in 2023 will:

- Establish the estimated market value for all properties in the city of Chaska
- Physically inspect at least 20 percent of the parcels in the city

Recommendation
Purchasing assessment services through Carver County results in a more cost effective service than the City can provide on its own. Staff is confident that the City could not duplicate this service at a lesser cost.

Staff recommends the City Council adopt the resolution approving the agreement and authorizing the Mayor and City Administrator/City Clerk to execute the agreement.

CITY COUNCIL ACTION REQUESTED
Motion to adopt Resolution 2022-130, approving an agreement with Carver County for 2023 assessment services.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE 11/7/2022 RESOLUTION NO. 2022-130

MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER

RESOLUTION APPROVING AN AGREEMENT WITH CARVER COUNTY FOR 2023 ASSESSMENT SERVICES

WHEREAS, In the past it has been the City of Chaska's practice to provide property assessment services through a joint powers agreement with the Carver County Assessor's Office, and;

WHEREAS, This service can be provided more cost effectively through a joint service agreement with Carver County, rather than providing the service in-house, and:

WHEREAS, Under the contract the 2023 fees would be assessed on a per parcel basis according to the following fee schedule:

Residential:	$14.94
Agricultural	$15.54
Commercial/Industrial	$16.66

NOW THEREFORE BE IT RESOLVED, that the City Council of Chaska approves the 2023 Service Agreement for Joint Assessment and authorizes the Mayor and City Administrator to execute the agreement with Carver County.

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

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

(2022) SERVICE AGREEMENT FOR (2023) JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter "County") and City of Chaska, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the Town.

WHEREAS, the Town desires to enter into an agreement with the County to provide for the assessment of property in said Town by the County Assessor's Office; and

WHEREAS, Minn.Stat.§ 273.072 and Minn.Stat.§ 471.59 permit such an agreement for joint assessment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2023. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.

2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.

3) **Payment Amount**. The Town shall pay to the County for the assessment of property with Carver County the sum of fourteen dollars and ninety four cents ($14.94) per residential valuation, fifteen dollars and fifty four cents ($15.54) per agricultural valuation, and sixteen dollars and sixty six cents ($16.66) per commercial/industrial valuation (for the assessment of January 2, 2023) existing or created before the closing of the relative assessment year.

4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15th of the respective years.

5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.

6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data

developed, maintained or received by the Town under this agreement may be released to the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.

7) **Mutual Indemnification**. The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 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. Stat. § 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.

8) **No Joint Venture.** 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 Town or employees of the Town performing services under this Agreement.

9) **Records: Availability and Retention**. Pursuant to Minn. Stat. §16C.05, subd. 5, the Town 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 Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.

10) **Merger and Modification.** 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.

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

11) **Default and Cancellation**. If the Town 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, this shall constitute default. Unless the Town's default is excused by the County, the County may, upon written notice to the Town's representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

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

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

Town/City	**County/Division**
Chaska One City Hall Plaza Chaska, MN 55318-1962 Clerk Matthew Podhradsky	**Ryan Johnson** **Carver County Assessor** **600 E 4th Street** **Chaska MN 55318** **rjohnson@co.carver.mn.us**

12) **Subcontracting and Assignment**. Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

    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.

13) **Nondiscrimination**. During the performance of this Agreement, the Town agrees 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 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.

14) **Health and Safety**. Each party 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. Each party shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement.

15) **No Waiver**. Nothing in this Agreement shall constitute a waiver by the either party of any statute of limitations or exceptions on liability. If the either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

16) **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.

17) **Applicable Laws**. The Laws of the State of Minnesota shall apply to this Agreement.

IN WITNESS WHEREOF, the City of Chaska, has caused this Agreement to be executed by its Chairperson/Mayor and its City/Town Clerk by the authority of its governing body by a duly adopted resolution on

This the _____ day of _____, 2022.

The County of Carver has caused this Agreement to be executed by its Chairperson and the County Assessor pursuant to the authority of the Board of Commissioners by resolution adopted on

This the 21st day of October, 2022.

CITY OF CHASKA

By:_____
Chairperson/Mayor

By:_____
Matthew Podhradsky/Clerk

COUNTY OF CARVER

By: _____
Gayle Degler/Chairperson
Board of Commissioners

Attest: _____
Dave Hemze/County Admininstrator

And: _____
Ryan Johnson/County Assessor

REQUEST FOR ACTION
CHASKA CITY COUNCIL
11/07/2022

Subject: Accepting Gifts and Donations

Reviewed By: Erin Barnum, Accounting Supervisor

Prepared By: Matt Burt, Accountant II

The City receives various donations or gifts throughout the year. Pursuant to M.S. 465.03 all such gifts must be acknowledged and accepted by a resolution approved by a two-thirds majority of the City Council. Staff have drafted the attached proposed resolution that lists all monetary and nonmonetary gifts received by the City during the third quarter of 2022. Staff recommends approval of the resolution to acknowledge acceptance of each gift as listed.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2022-131 acknowledging and accepting gifts to the City of Chaska received during the period July 1, 2022 through September 30, 2022.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE 11/07/2022 RESOLUTION NO. 2022-131

MOTION BY COUNCILMEMBER _____ SECOND BY COUNCILMEMBER _____

A RESOLUTION ACKNOWLEDGING AND ACCEPTING GIFTS TO THE CITY OF CHASKA RECEIVED DURING THE PERIOD OF JULY 01, 2022 THROUGH SEPTEMBER 30, 2022 (PURSUANT TO M.S. 465.03)

WHEREAS, the City of Chaska, City Council, pursuant to M.S. 465.03, may accept a grant or device of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor; and

WHEREAS, nothing herein shall authorize such acceptance or use for religious or sectarian purposes; and

WHEREAS, every such acceptance shall be by resolution of the City of Chaska, City Council, adopted by a two-thirds majority of its members, expressing such terms in full.

NOW, THEREFORE, BE IT RESOLVED, that the City of Chaska City Council hereby acknowledges and accepts the following gifts to Chaska that have been received during the period of JULY 01, 2022 through SEPTEMBER 30, 2022:

- Benefit Bashers, Inc $1,000 – Chaska Police Community Outreach
- Chaska Lions Club $1,000 – Youth Police Badges
- Goldfish Swim School $600 – Touch-A-Truck, and Halloween Jam
- One Life Chiropractic Clinic $300 – Trail of Fun
- St Francis Capable Kids $300 – Touch-A-Truck
- Gina Brethorst Team Re/Max Advantage Plus $500 – Latin Music & Food Festival
- Chaska VFW Post 1791 $3,551.59 – Chaska Fire Department Rescue Boat
- American Legion Post 57 $500 – Chaska Fire Department Equipment
- Chaska Lions Club $1,500 – Senior Expo, and Senior Picnic

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

_____
Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

REQUEST FOR ACTION
CHASKA CITY COUNCIL
11/7/2022

Subject: **Establish a Public Hearing to Consider Temporary Transfer Authority**

Prepared By: Elise Durbin, Assistant City Administrator

Background
In Minnesota, tax increment revenue may only be spent per the Tax Increment Financing Act. However, in 2021, the Minnesota Legislature temporarily expanded use of unobligated tax increment in order to assist with private development that will construct or rehabilitate buildings so long as the project creates or retains jobs and commences prior to December 31, 2025.

In a high-level review with Baker Tilly, the city's financial consultant, there are some TIF districts with unobligated funds that could be transferred to help meet some of the development goals the city has identified, such as City Square West. In order utilize this temporary authority, the development authority (EDA) must create a written spending plan that details how the identified TIF funds will be utilized. The city must then hold a public hearing and adopt a resolution approving the plan prior to December 31, 2022. If the funds are not spent prior to December 31, 2025, then they will be returned to the TIF district they originally came from.

CITY COUNCIL ACTION REQUESTED
Motion to set a public hearing for December 5, 2022 to review a spending plan associated with the Temporary Transfer Authority.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
11/7/2022

Subject: **Body-Worn-Camera Audit Report**

Prepared By: Ryan Seibert, Chief of Police

Background

Law enforcement agencies using body-worn cameras (BWCs) are required by Minnesota State Statute to complete an independent audit every two-years. The findings of completed audits must be shared with local city councils and state legislative bodies. The Chaska Police Department currently uses Axon BWCs and a cloud-based evidence management storage system. The 2022 auditing process of the Chaska Police Department examined data compiled from July 9, 2020-August 31, 2022, and the following criteria was evaluated to verify compliance:

Minnesota State Statute 13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota State Statute 626.8473

- Public Comment
- Body-Worn Camera Policy

Audit Findings

The independent auditor was provided access to applicable data and met with the Investigations and Support Services Lieutenant as part of the process. Upon completion of the audit, no discrepancies were noted in the areas of required compliance mentioned above. A copy of the independent audit report has been sent to the Legislative Commission on Data Practices, House Judiciary Finance and Civil Law Committee, House Public Safety and Criminal Justice Reform Committee, Senate Civil Law and Data Practices Committee, and to the Senate Judiciary and Public Safety Finance Committee.

CITY COUNCIL ACTION REQUESTED

Motion to accept the findings of the Body-Worn-Camera Audit Report.

INDEPENDENT AUDIT REPORT

Chief Ryan Seibert
Chaska Police Department
2 City Hall Plaza
Chaska, MN 55318

Dear Chief Seibert:

An independent audit of the Chaska Police Department's Portable Recording System (body-worn cameras (BWCs)) was conducted on September 8, 2022. The objective of the audit was to verify Chaska Police Department's compliance with Minnesota Statutes §§13.825 and 626.8473.

Data elements the audit includes:

Minnesota Statute §13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota Statute §626.8473

- Public Comment
- Body-worn Camera Policy

The Chaska Police Department is located in Carver County, Minnesota and employs twenty-seven (27) peace officers. The Chaska Police Department utilizes Axon body-worn cameras and utilizes Evidence.com cloud-based evidence management storage. The audit covers the time period July 9, 2020, through August 31, 2022.

Audit Requirement: Data Classification

Determine if the data collected by BWCs are appropriately classified.

Chaska Police Department BWC data is presumptively private. All data collected during the audit period is classified as private or non-public data. The Chaska Police Department had no incidents of the discharge of a firearm by a peace officer, use of force that resulted in substantial bodily harm, requests from data subjects for the data to be made accessible to the public, or court orders directing the agency to release the BWC data to the public.

No discrepancies noted.

Audit Requirement: Retention of Data

Determine if the data collected by BWC's are appropriately retained and destroyed in accordance with statutes.

The Chaska Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Evidence.com. At the conclusion of a BWC recording, officers assign meta data, including an Evidence.com category, to the recording. Each Evidence.com category has an associated retention period. Upon reaching its retention date, evidence is systematically deleted. Deletion of the data is captured in the audit trail.

A report produced from Evidence.com for all BWC data collected during the time period July 9, 2020, through August 31, 2022, was created. Randomly selected records from the Evidence Created Report were reviewed, and the date and time the data was created was verified against the deletion date. Each of the records were deleted or maintained in accordance with the record retention. Randomly selected audit trail reports were compared to records from the Evidence Created Report, and each record was deleted or maintained in accordance with the record retention. All records were retained for at least the minimum ninety (90) days required by statute. The Chaska Police Department had received no requests from data subjects to retain BWC data beyond the applicable retention period.

The Lieutenant and Sergeants monitor BWC data for proper categorization to ensure BWC data are appropriately retained and destroyed.

No discrepancies noted.

Audit Requirement: Access by Data Subjects

Determine if individuals who are the subject of collected data have access to the data, and if the data subject requests a copy of the data, other individuals who do not consent to its release must be redacted.

BWC data is available to data subjects and access may be requested by submission of a Chaska Police Department Request for Police Information Form. During the audit period, the Chaska Police Department had received no requests to view BWC data but did fulfill requests for copies of BWC video from data subjects. Data subjects who had not consented to release of the data were redacted. A copy of the redacted video is stored in Evidence.com along with the original copy. The request is documented in the Records Management System dissemination log, and a copy of the request form is maintained in the Records Management System case file.

No discrepancies noted.

Audit Requirement: Inventory of Portable Recording System Technology

Determine the total number of recording devices owned and maintained by the agency; a daily record of the total number of recording devices actually deployed and used by officers, the

policies and procedures for use of portable recording systems by required by section 626.8473; and the total amount of recorded audio and video collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, the agency's procedures for destruction of the data, and that the data are available to the public.

Chaska Police Department's BWC inventory consists of twenty-nine (29) devices. An inventory search in Evidence.com on September 8, 2022, detailed the number of recording devices owned and maintained by the agency. The inventory included the device name, serial number, device status, the officer assigned to the device, firmware version, date of last upload, date last connected to the dock and dock serial number, speaker volume, vibration, indicator lights, stealth, and error status.

The Chaska Police Department's BWC policy governs the use of portable recording systems by peace officers while in the performance of their duties. The Department's BWC policy requires officers to ensure the BWC is in good working order and operational at the start of their shift. Peace officers noting a malfunction during testing, or at any other time, are required to promptly report the malfunction to their supervisor.

Peace officers were trained on the use of the portable recording system by an Axon trainer during implementation of the BWC program. New officers are trained as part of their field training program.

Randomly selected dates from the patrol schedule were verified against the Evidence.com Evidence Created Report and confirmed that BWCs are being deployed and officers are wearing and activating their BWCs. A review of the total number of BWC videos created per quarter and a comparison to calls for service shows a consistent collection of BWC data.

The Evidence.com System Usage Dashboard and Evidence.com queries detail the total amount of BWC data created, stored/maintained, and deleted. The Chaska Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Evidence.com. BWC data is fully deleted from Evidence.com upon reaching its scheduled deletion date. Meta data and audit trails are maintained in Evidence.com after deletion of BWC video and audio.

BWC data is available to data subjects upon request, and access may be requested by submission of a Chaska Police Department Request for Police Information Form.

No discrepancies noted.

Audit Requirement: Use of Agency-Issued Portable Recording Systems

Determine if peace officers are only allowed to use portable recording systems issued and maintained by the officer's agency.

The Chaska Police Department's BWC policy states that peace officers are prohibited from using

personally owned recording devices while on duty without the express consent of the Shift Sergeant.

No discrepancies noted.

Audit Requirement: Authorization to Access Data

Determine if the agency complies with sections 13.05, Subd. 5, and 13.055 in the operation of portable recording systems and in maintaining portable recording system data.

The Lieutenant and Sergeants monitor meta data assigned to BWC data to ensure accuracy and conduct random reviews of BWC videos to ensure BWCs are being utilized in compliance with policy.

User access to BWC data is managed by the assignment of roles and permissions in Evidence.com. Roles and permissions are administered by the Police Lieutenant, and permissions are based on staff work assignments. Access to Evidence.com is password protected and requires dual authentication.

The agency's BWC policy governs access to and sharing of data. Chaska Police Department personnel are prohibited from accessing or sharing BWC data except for legitimate department business purposes. Access to BWC data is captured in the audit trail.

When BWC data is deleted from Evidence.com, its contents cannot be determined. The Chaska Police Department has had no security breaches. A BCA CJIS security audit was conducted in February of 2022.

No discrepancies noted.

Audit Requirement: Sharing Among Agencies

Determine if nonpublic BWC data is shared with other law enforcement agencies, government entities, or federal agencies.

The Chaska Police Department's BWC and Records Maintenance and Release policies govern sharing of data with members of other governmental entities and agencies. Agencies seeking access to BWC data submit a written request. BWC data is shared via secure electronic case sharing within Evidence.com. Sharing of BWC data is captured in the audit trail. An Evidence.com Evidence Sharing Audit Report and the Records Management System case file provide documentation of shared data.

No discrepancies noted.

Audit Requirement: Biennial Audit

Determine if the agency maintains records showing the date and time the portable recording system data were collected, the applicable classification of the data, how the data are used, and whether data are destroyed as required.

Evidence.com and the Evidence.com Evidence Created Report document the date and time portable recording system data were collected and deleted. All BWC data collected during the audit period is classified as private or non-public data. The Evidence.com Sharing Audit Report, audit trails, and the Records Management System case file document how the data are used. The audit trail is maintained in Evidence.com after deletion of video. The Evidence.com audit trail documents each and every action taken from the creation of the recording to its deletion, as well as access to the audit trail after BWC has been deleted.

No discrepancies noted.

Audit Requirement: Portable Recording System Vendor

Determine if portable recording system data stored in the cloud, is stored in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

An Axon CJIS Compliance White paper outlines the specific security policies and practices for Evidence.com and how they are compliant with the CJIS Security Policy. Axon has signed the CJIS Security Addendum in all states and has performed statewide CJIS-related vendor requirements in Minnesota. Axon has incorporated the CJIS Security Addendum by reference into the Axon Master Services and Purchase Agreement. Axon maintains signed CJIS Security Addendum certification pages for Axon personnel. Authorized Axon personnel are required to complete Level 4 CJIS Security Training upon assignment and biennially thereafter. Axon appears on the BCA Vendor Screening Program list of approved and screened vendors and is vetted in accordance with the security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy. Axon appears on the BCA Vendor Screening Program list of approved and screened vendors and is vetted in accordance with the security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy.

No discrepancies noted.

Audit Requirement: Public Comment

Determine if the law enforcement agency provided an opportunity for public comment before it purchased or implemented a portable recording system and if the governing body with jurisdiction over the budget of the law enforcement agency provided an opportunity for public

comment at a regularly scheduled meeting.

The Chaska Police Department solicited for public comment through social media, the City's website, and City Council presentations. The BWC program was implemented in June of 2018.

No discrepancies noted.

Audit Requirement: Body-worn Camera Policy

Determine if a written policy governing the use of portable recording systems has been established and is enforced.

The Chaska Police Department has established and enforces a BWC policy. The policy was compared to the requirements of Minn. Stat. § 626.8473. The policy includes all of the minimum requirements of Minn. Stat. § 626.8473, Subd. 3. The BWC policy is posted on the agency's website.

No discrepancies noted.

This report was prepared exclusively for the City of Chaska and Chaska Police Department by Lynn Lembcke Consulting. The findings in this report are impartial and based on information and documentation provided and examined.

Dated: October 27, 2022

Lynn Lembcke Consulting

Lynn Lembcke

REQUEST FOR ACTION
CHASKA CITY COUNCIL
11/7/2022

Subject: Tobacco License Application for Anna Tobacco

Prepared By: Denise Beebe, Senior Clerk

Steven Binstock of Columbus, MN and Mohibulla Zahed of Plymouth, MN have made application for a license to sell tobacco-related products at their new business located at 1008 Gateway Dr., Chaska called "Anna Tobacco".

Binstock is president and Zahed is vice-president of the company.

The required documentation has been submitted, required fee paid and zoning supports this type of use at this location.

CITY COUNCIL ACTION REQUESTED

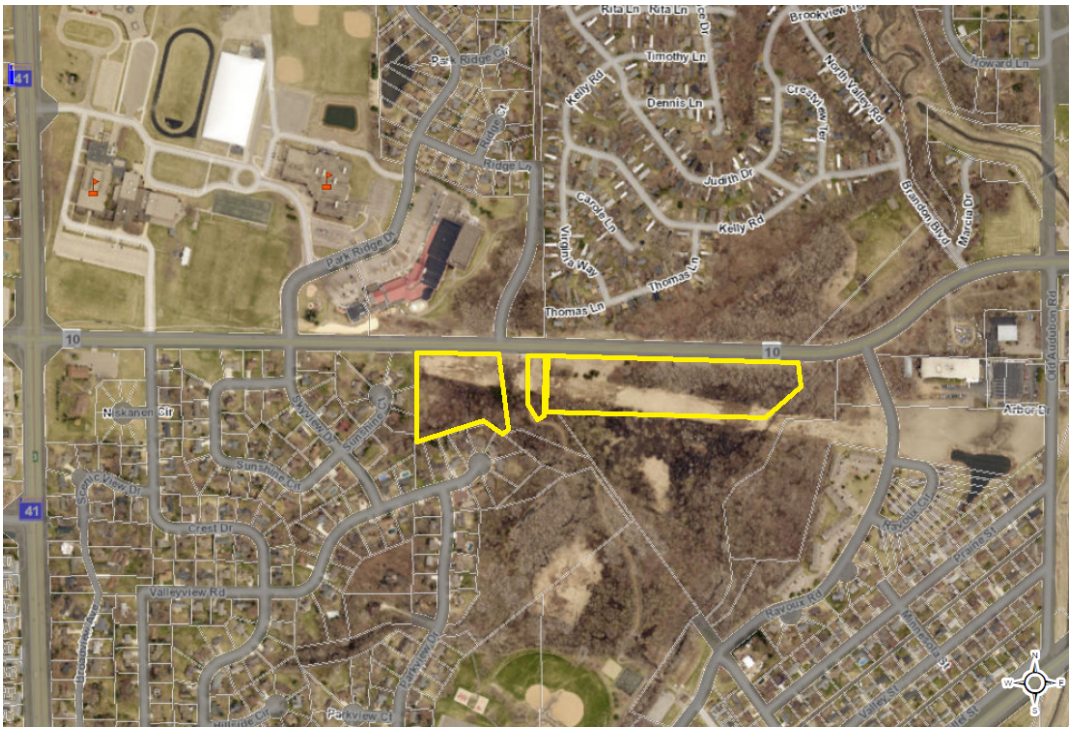
Motion to approve license to sell tobacco-related products for Anna Tobacco, located at 1008 Gateway Dr, Chaska.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
11/7/2022

Subject: **Resolution 2022-133 to Accept the Donation of Real Property**

Prepared By: Elise Durbin, Assistant City Administrator

The City has been approached by Ken Talle about a donation of land to the City that Talle & Associates currently own. The property, which is just under 14 acres in size, is located on the south side of Engler Boulevard and just east of the Community Center.



Staff has reviewed the request and is acceptable to the donation and therefore recommends the City Council adopt Resolution 2022-133. There are no plans to do anything with the property at this time.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2022-133 to accept the donation of real property for properties PID 30.0040800 and PID 30.0040820.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE: 11/7/2022 **RESOLUTION NO.:** 2022-133

MOTION BY: COUNCILMEMBER **SECOND BY:** COUNCILMEMBER

A RESOLUTION TO ACCEPT THE DONATION OF REAL PROPERTY FROM TALLE & ASSOCIATES, INC

WHEREAS, Talle & Associates, Inc. ("Donor") is the owner of two parcels of real property consisting of approximately 14 acres located along the south side of Engler Boulevard between Park Ridge Drive and Ravoux Road and known as Carver County Parcel ID #30.0040800 and #30.0040820 (collectively, the "Property") within the City of Chaska (the "City"); and

WHEREAS, Donor approached the City with an offer to donate the Property to the City as a charitable act and without conditions or limitations; and

WHEREAS, the City has the authority to accept the donation of real property pursuant to Minnesota Statutes § 465.03; and

WHEREAS, the Donor and the City have negotiated a Donation Agreement to allow the City to conduct due diligence until December 13, 2022 to ensure the Property is satisfactory to the City before accepting a conveyance of the Property at closing on or before December 20, 2022; and

WHEREAS, an appraisal to establish the value of the Property is pending and will be completed prior to closing; and

WHEREAS, the Donation Agreement, which includes the legal description of the Property, is attached to this resolution as EXHIBIT A; and

WHEREAS, the City's acceptance of the Property is conditioned upon the City's satisfaction with the condition of the Property in accordance with the Donation Agreement; and

WHEREAS, pursuant to Minnesota Statutes § 462.356, subd. 2, the City finds that the acquisition of the Property has no relationship to the City's comprehensive municipal plan and the City may dispense with the requirements of § 462.356, subd. 2, to the extent they apply.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska as follows:

1. The above recitals and findings are incorporated as part of this resolution.

2. The City is hereby authorized to enter into the Donation Agreement with Donor for the acquisition of the Property by way of charitable donation, subject to the terms therein and of this resolution.

3. The City staff shall work with the City Attorney, outside consultants, and Donor to conduct due diligence on the condition of the Property and, if satisfactory to the City, to effectuate the acquisition of the Property.

4. If the City Administrator determines the results of the due diligence investigation are acceptable, the City shall proceed to consummate conveyance of the Property to the City and the donation shall be deemed accepted.

5. The City staff are hereby authorized and directed to execute, acknowledge, and deliver the documents or instruments that are necessary or desirable to effectuate the acquisition of the Property. In the event of the absence or disability of the Mayor or City Administrator such officers of the City as, in the opinion of the City Attorney may act on their behalf shall, without further act or authorization of the City, do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any document or instrument by the appropriate officer or officers of the City authorized herein shall be conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.

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

_____
Mark Windschitl, President

Attest:_____
Chaska Deputy Clerk

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT (this "**Agreement**") is made as of the ____ day of November, 2022, by and between the City of Chaska, Minnesota, a municipal corporation ("**Donee**"), and Talle & Associates, Inc., a Minnesota corporation ("**Donor**").

In consideration of this Agreement, Donor and Donee agree as follows:

ARTICLE 1
PROPERTY

1.1 Donation of Property. Donor agrees to convey to Donee, and Donee agrees to accept from Donor on the terms hereinafter stated, all of Donor's right, title and interest in and to the following property:

(a) Real Property. The real property located in Carver County, Minnesota, identified as Parcel ID# 30.0040800 and Parcel ID# 30.0040820 and described on the Exhibit A to this Agreement, together with all easements and rights benefiting or appurtenant to the Land (collectively the "**Property**").

(b) Licenses. Donor's interest, as licensor, in all of the licenses described on and attached to Exhibit B to this Agreement (the "**Licenses**").

ARTICLE 2
ACCEPTANCE AND CHARITABLE CONTRIBUTION

2.1 Acceptance. Until this Agreement has been accepted and executed by Donee and such acceptance has been communicated to Donor by the delivery to Donor of a fully executed counterpart hereof, this Agreement shall be revocable. Additionally, this Agreement shall expire and become null and void unless acceptance hereof is communicated to Donor in writing on or before 5:00 p.m. (local time) on November 21, 2022.

2.2 Charitable Contribution. Donor desires to donate the Property to Donee because Donor supports the public services provided by Donee to the community. Donor intends that the fair market value of the Property constitutes a charitable contribution to Donee and Donee is desirous of accepting that contribution in order to further Donee's purposes with respect to the community it serves. The parties agree and acknowledge that the fair market value of the Property will be determined by the appraisal of a certified appraiser licensed in Minnesota to be performed prior to Closing and that Donor will be making a charitable contribution to Donee in the amount of the fair market value of the Property.

ARTICLE 3
ADJUSTMENTS AND PRORATIONS

Expenses associated with the Property and the transactions contemplated hereby shall be borne by Donee and Donor as follows:

3.1 Property Taxes and Special Assessments. The real estate taxes (including any installments of special assessments, the "**Property Taxes**") due and payable in all years prior to Closing and in the year of Closing shall be paid in full by Donor. The Donee shall be responsible for Property Taxes payable in subsequent years, if any.

3.2 Recording Fees, Closing Fees and Title Costs. Donor shall pay all recording fees related to the Deed. Donor shall be responsible for and pay all other recording and filing fees for removing encumbrances against the Property. Donor shall be responsible for any escrow or closing fees charged by the Title Insurer (as defined in Section 6.2). Donor shall pay for the cost of the Title Commitment (as defined in Section 6.2) and Donee shall pay the premium for any Title Policy (as defined in Section 6.2), including any cost for extended coverage and endorsements.

3.3 Transfer Taxes. Donor shall be responsible for and pay all Minnesota real estate transfer taxes with regard to the transaction contemplated by this Agreement.

3.4 Operating Expenses. Operating expenses of the Property, if any, for all periods prior to the Closing Date shall be paid by Donor at or prior to Closing.

3.5 Service Contracts. Service contracts, with respect to the Property, if any, shall be terminated by Donor on or before the Closing Date. Donor warrants and represents that Donor is not in default under the terms and conditions of such service contracts, if any.

3.6 Errors. If any errors or omissions are made at Closing with regard to the preparation of the closing statement, the terms and conditions of other Closing documents or the failure to have executed and delivered a document or instrument called for by this Agreement, Donor and Donee shall make the appropriate corrections and payments due and owing to each other resulting therefrom, or execute and deliver such required documents or instruments, promptly after the discovery of any such error or omission.

3.7 No Liabilities Assumed; Mutual Indemnification. Except as expressly provided for in this Agreement, Donee is not assuming, and shall not be liable for, any liabilities, obligations, responsibilities, claims, expenses, losses or causes of action related to the Property or Donor's ownership and operation thereof first incurred or accrued prior to the Closing Date, and with regard to all such matters Donor hereby indemnifies and holds Donee harmless, which indemnification shall include Donee's reasonable attorneys' fees and expenses. Donee hereby indemnifies and holds Donor harmless, which indemnification shall include Donor's reasonable attorneys' fees and expenses, for any liabilities, obligations, responsibilities, claims, expenses, losses or causes of action related to the Property or Donee's ownership and operation thereof first incurred or accrued on or after the Closing Date.

ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Donor's Warranties and Representations. Donor warrants and represents as follows (with such warranties and representations to be effective as of the date hereof and as of Closing):

(a) Authority. Donor has complete power and authority to transfer and convey the Property to Donee pursuant to this Agreement, and Donor will have expressly authorized the person(s) signing below on behalf of Donor to act on its behalf in the transfer and conveyance of the Property to Donee.

(b) Good Title. Donor has title to the Property as provided for in Section 6.2 and such title shall be subject only the Permitted Exceptions (as hereinafter defined).

(c) Condemnation. There are no condemnation or eminent domain proceedings pending, or to the best of Donor's knowledge, contemplated against the Property or any part thereof, and Donor has received no notice of the desire of any public authority to take or use the Property or any part thereof.

(d) Litigation. There are no pending or, to the best of Donor's knowledge, threatened suits or proceedings against or affecting Donor or any part of the Property which (i) do or could affect title to the Property or any part thereof, or (ii) do or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement, or render Donor unable to consummate the same.

(e) Legal Existence. Donor is a corporation duly organized and validly existing under the laws of the State of Minnesota.

(f) No Violations. Donor has received no notice of and, to the best of Donor's knowledge, there is no violation of, any law, regulation, ordinance, order or judgment affecting the Property.

(g) No Unrecorded Matters. Donor has no knowledge of any unrecorded easements, restrictions or encumbrances affecting all or any part of the Property, and there are no persons or entities occupying any portion of the Property other than pursuant to the Licenses.

(h) Documentation. To the best of Donor's knowledge, all written documents, instruments and other materials provided to Donee by Donor are true, correct, complete and accurate in all material respects and fairly present the information set forth therein in a manner that is not misleading.

(i) Licenses. The Licenses are in full force and effect, have not be modified or amended, and to the best of Donor's knowledge, the parties thereto are not in default thereunder.

(j) Work Paid For. Donor has paid for any work performed or materials provided for the benefit of the Property.

(k) No Misrepresentations. No representation or warranty by Donor in this Agreement, or in any instrument, certificate or statement furnished to Donee pursuant hereto, or in connection with the transaction contemplated hereby, contains or will contain any untrue statement of a material fact or omit to state a material fact necessary to make the statement contained herein or therein not misleading.

(l) Environmental Matters. The Donor has not received any notice that the Property is not in compliance with all Environmental Laws (as hereinafter defined) or that any environmental condition exists which would require remediation. There are no pending or, to the best of Donor's knowledge, threatened actions or proceedings against Donor or the Property alleging a violation of Environmental Laws. Donor has never disposed of any Hazardous Waste (as hereinafter defined) on or about the Property; and Donor has received no notice of, and has no knowledge of, any Hazardous Waste having ever been disposed of on or about the Property excepting in the ordinary course of operating the Property and in accordance with applicable Environmental Laws. The term "**Environmental Laws**" shall have the following meaning when used herein: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9061 et. seq., the Minnesota Environmental Response and Liability Act, Minn. Stat. §115B.01 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1802, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et. seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §2601 et. seq. (as all of the foregoing have been be amended) and any other applicable federal, state or local environmental statutes, ordinances or laws. The term "**Hazardous Substances**" shall have the following meaning when used herein: any toxic or hazardous waste or substances, including without limitation, asbestos, PCBs, PFAS, and substances defined as "hazardous substances" or "toxic substances" in the Environmental Laws.

(m) No Warranties. Except as otherwise expressly provided for herein (including matters concerning the status of title to the Property to be conveyed to Donee at Closing), Donor conveys the Property in **AS IS, WHERE IS AND WITH ALL FAULTS** condition without any warranty, express or implied, with regard to the physical condition of the Property or the fitness therefor for any particular use or purpose.

4.2 Interim Responsibilities of Donor. Donor hereby covenants and agrees that during the period from the date hereof through Closing:

(a) Insurance. Donor shall assume all risks of casualty or loss to the Property. Donor shall keep all existing insurance policies affecting the Property or any portion thereof in full force and effect and the proceeds from any claims thereon shall be payable to the Donee, provided that the Closing occurs.

(b) Licenses and Agreements Affecting Property. Donor shall not modify or otherwise change any of the terms, covenants or conditions of the Licenses, or enter into new licenses, leases or any other obligations or agreements affecting the Property without the prior written consent of Donee.

(c) No Additional Liens. Donor shall not, without the prior written consent of Donee, convey any interest in the Property, and Donor will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters.

(d) No Alterations. Donor will not make any material alterations to the Property.

(e) Notice to Donee. If known to Donor, Donor shall promptly notify Donee of any material change in any condition with respect to the Property or of any event or circumstance which makes any representation or warranty of Donor under this Agreement untrue or misleading, or any covenant of Donor under this Agreement incapable or less likely of being performed. Donor's notice to Donee shall relieve Donor of any liability for a breach by Donor of the Donor's representations, warranties or covenants in this Agreement affected by such notice, and any such representations, warranties or covenants shall be deemed modified to include the information contained in any such notice given by Donor. Donee shall be entitled to declare this Agreement null and void and without effect at any time after receipt of any such notice from Donor.

4.3 Donee's Warranties and Representations. Donee warrants and represents as follows (with such warranties and representations to be effective as of the date hereof and as of Closing):

(a) Legal Existence. Donee is a municipal corporation under the laws of the State of Minnesota. Donee has full power and lawful authority to enter into this Agreement and all agreements necessary to effectuate the transactions which are contemplated under this Agreement.

(b) Authority/No Violation. The execution, delivery and performance of this Agreement have each been duly authorized by all necessary action on the part of Donee. This Agreement and the related agreements each constitutes the legal, valid and binding obligation of Donee, enforceable in accordance with its terms. Donee's execution, delivery and performance of this Agreement and the related agreements does not and will not (i) constitute a breach or violation of any law, rule, regulation, material agreement, to which Donee is a party or by which Donee is bound or affected, or (ii) constitute a violation of any order by which Donee is bound or affected.

ARTICLE 5
DONEE'S AND DONOR'S CLOSING CONDITIONS

5.1 Closing Conditions. Donor and Donee agree that the performance of their respective obligations herein set forth is specifically contingent upon the waiver or satisfaction of the following Closing conditions:

(a) Inspection/Evaluation Contingency. The results of Donee's due-diligence activities including, but not limited to, the following: (i) Donee's inspection and evaluation of the physical condition of the Property by Donee or its designees; and (ii) Donee's evaluation of such other matters with regard to the Property (including the information to be provided to Donee by Donor as set forth below) as are reasonable under the circumstances in light of the nature of the transaction contemplated by this Agreement. The results of all such inspections and evaluations must be satisfactory to Donee in its reasonably exercised discretion. Donor shall grant to Donee from time to time reasonable access to the Property so as to permit Donee to conduct the inspections and evaluations herein contemplated. This contingency must be removed or waived in writing by Donee on or before December 13, 2022, or this Agreement shall be null and void and neither party shall have any further legal liability to the other. Written notice of Donee's removal or waiver of this contingency shall be given in the manner specified in Section 9.5 hereof. In connection with Donee's inspection and evaluation of the Property and to assist it with regard thereto, Donor shall permit Donee within three (3) business days after Donor's acceptance of this Agreement to inspect, examine and copy the following, provided such are in Donor's possession or under Donor's control:

(i) All surveys, building/site plans, environmental assessments and soil tests relating to the Property, or any part of it; and

(ii) All rights-of-way, reservations, easements, and any other agreements, instruments or documents which affect the Property.

Donee shall indemnify and hold Donor harmless from an against all claims, actions, damages or costs related to or arising out of any act or omission by Donee or its agents, contractors or employees arising out of or relating to the inspections and evaluations to be conducted by Donee, or on Donee's behalf, as provided in this Section 5.1(a) and Section 5.1(b) following, and Donee shall not permit or allow any mechanic's or similar lien or encumbrance to be filed against the Property.

(b) Environmental Report. Donee may, at its expense, cause to be conducted a Phase I environmental examination of the Property (with the preparation of a written report with regard thereto in such form as is typical and customary under the circumstances and addressed to Donee the "**Phase I Report**") by an environmental engineer selected and approved by Donee, which results of the examination of the Property as reflected in the Phase I Report must be satisfactory to Donee in its reasonably exercised discretion. This contingency must be removed or waived in writing by Donee by on or before December 13, 2022, or this Agreement shall be null and void and neither

party shall have any further legal liability to the other. Written notice of Donee's removal or waiver of this contingency shall be given in the manner specified in Section 9.5 hereof.

(c) Appraisal. Donor shall, at its expense, cause to be prepared an appraisal of the Property by an appraiser selected by Donor in its reasonably exercised discretion and with experience in the appraisal of real property similar to the Property. Donor's obligations hereunder are made expressly conditional on such appraisal concluding that the market value of the Property is not less than the assessed value of the Property. This contingency must be removed or waived in writing by Donor by on or before December 13, 2022, or this Offer shall be null and void and neither party shall have any further legal liability to the other. Written notice of Donor's removal or waiver of this contingency shall be given in the manner specified in Section 9.5 hereof.

(d) Property Not Adversely Affected or Threatened. The Property, or any material part thereof, shall not, as of Closing, have been and shall not be threatened to be materially adversely affected in any way as a result of fire, explosion, earthquake, disaster, accident, flood, armed forces or act of God or public enemy.

(e) Validity of Representations and Warranties. As of the Closing, the continued accuracy of each of the representations and warranties set forth in Article 4 and the continued compliance by Donor of all covenants set forth therein.

(f) Performance By Donor of Covenants. The performance by Donor in all respects from the date hereof through Closing of the covenants set forth in Section 4.2 hereof.

5.2 Effect of Unmet Conditions of Closing. If any of the closing conditions set forth in Sections 5.1(d), (e) and (f) above are not satisfied or otherwise waived in writing by Donee, Donee shall then have the option of terminating this Agreement and, upon such termination, neither party shall have any further liability or obligation to the other.

ARTICLE 6
SURVEY AND TITLE

6.1 Survey. Donee may, at Donee's expense, cause to be prepared a survey of the Property by a licensed surveyor, which survey shall be submitted to Donee and the Title Insurer (as hereinafter defined). The condition of the Property as reflected in the survey (i) must be acceptable to Donee in its reasonably exercised discretion, and (ii) must not reflect any matters which would prevent the Title Insurer from removing its standard survey exceptions without noting any specific survey exceptions other than immaterial encroachments upon the Property or improvements owned by adjacent landowners, or other minor matters related to the Property. In the event the survey is not as called for by this Section 6.1 and Donor is unwilling to cure all matters which would be required to make the survey comply with this Section 6.1, this Agreement shall be, at the election of Donee, null and void and neither party shall have any further liability to the other. If a survey is desired by Donee, Donee shall cause the survey to be prepared by on or before December 1, 2022. Donee must remove or waive in writing this

contingency or this Agreement shall be null and void and neither party shall have any further legal liability to the other. Written notice of Donee's removal or waiver of this contingency shall be given in the manner specified in Section 9.5 hereof.

6.2 Title Insurance. Donor shall furnish and deliver to Donee at Donor's expense for examination by not later than fifteen (15) days after the acceptance of this Agreement by Donor an ALTA commitment for marketable title insurance on the Property (the "**Commitment**", including all documents referred to therein which must be attached to the Commitment) issued by Title Mark, LLC ("**Title Insurer**") committing the Title Insurer to issue title insurance (the "**Title Policy**") to the Property in the amount of the market value of the Property set forth in the appraisal, free and clear of all easements, covenants, conditions, restrictions, liens and encumbrances excepting Permitted Exceptions (as herein defined). "**Permitted Exceptions**" shall include: (i) recorded easements for the distribution of utility and municipal services, municipal and zoning ordinances, recorded building and use restrictions and covenants (provided none of the foregoing limit or impair the current use of the Property); (ii) Property Taxes levied in years subsequent to Closing; (iii) those matters of title shown by the survey, if any, which is prepared pursuant Section 6.1 above; (iv) those matters set forth in the Commitment which Donee does not object to pursuant to this Section 6.2; and (v) the rights of licensees under the Licenses. Further, the Commitment shall commit the Title Insurer, upon receipt by the Title Insurer of affidavits, surveys and other documents or information satisfactory to the Title Insurer, (i) to provide a zoning endorsement and an access endorsement (the cost of which endorsements shall be the responsibility of Donee), and (ii) to remove its standard exceptions to title as set forth in its Commitment other than the standard exception for Property Taxes for the years subsequent to the year of Closing, exceptions for zoning, municipal ordinances, rights of parties under the Licenses, and any other standard exceptions the Title Insurer customarily includes which cannot be removed by a customary owner's affidavit and current survey (if obtained by Donee). Donor shall, at closing, deliver for the benefit of Donee and the Title Insurer, a customary and typical owner's affidavit. Donor shall obtain and provide to the Title Insurer a zoning letter or its equivalent from the municipality in which the Property is located.

If the Commitment discloses any matters affecting title to the Property which are not Permitted Exceptions and to which Donee objects, Donee shall have until the twentieth (20th) day following Donee's receipt of the Commitment to give Donor written notice of objection to such Commitment. In the event a timely written objection is delivered to Donor, Donor shall have until the twentieth (20th) day following Donor's receipt of Donee's objection to cure the objection and the Closing Date shall be extended accordingly. If, Donor is unable to, or has failed to, timely cure such objections, despite its reasonable good faith efforts to do so, Donee shall have the option to:

(a) Terminate this Agreement, in which case this Agreement shall be null and void, and neither party shall have any further liability to the other; or

(b) Waive any defects of title, which shall then be deemed to be Permitted Exceptions, and perform pursuant to the terms of this Agreement, notwithstanding such defects in title.

In the event Donee has objected to the condition of the title and no cure has been effected by the twentieth (20th) day following Donor's receipt of Donee's objection to the Commitment, subparagraph (a) shall be deemed elected by Donee unless Donee shall have waived such defects in writing.

ARTICLE 7
CONDEMNATION

All risk of condemnation of the Property through Closing shall be on Donor. If after the date of this Agreement and prior to the Closing, all or part of the Property is subject to a bona fide threat of condemnation by a body having power of eminent domain (as evidenced by a formal action or enabling resolution of said body) or is taken by eminent domain or condemnation, Donee or Donor may cancel and terminate this Agreement by written notice delivered to the other party on or prior to the Closing and thereupon this Agreement shall become null and void and neither party shall have any further liability or obligation to the other with respect to this Agreement. If no such election is made, this Agreement shall remain in full force and effect and upon Closing, Donor shall assign, transfer and set over to Donee all of the right, title and interest in and to any awards that have been or may thereafter be made for such taking.

ARTICLE 8
CLOSING

The closing of the donation and conveyance of the Property (the "**Closing**") shall be conducted as follows:

8.1 Time and Place. The parties agree that they shall submit to the Title Insurer on or before December 20, 2022 (the "**Closing Date**") such executed documents and instruments as required by this Agreement (collectively, the "**Closing Documents**"), or executed counterpart signature pages to such Closing Documents, along with closing instructions consistent with this Agreement. The survey, if obtained by Donee, shall be submitted to the Title Insurer in accordance with the terms and conditions of said section. The documents and instruments referred to herein shall be held in trust by the Title Insurer pending Closing pursuant to instructions jointly given by Donee and Donor. The transaction shall be closed at such time as the Title Insurer is authorized by Donee and Donor to record/file or otherwise release the Closing Documents and it is prepared to issue its Title Policy in the manner required by this Agreement and the closing instructions received from the parties' counsel.

8.2 Donor's Closing Conditions. Donor's obligations to close the transaction contemplated by this Agreement shall be subject to Donee having complied in all material respects with all of its duties, liabilities and obligations hereunder.

8.3 Donee's Closing Conditions. Donee's obligations to close the transaction contemplated by this Agreement shall be subject to the following conditions, any one or more which may be waived by Donee in writing:

(a) Donor's Compliance with Obligations. Donor shall have complied in all material respects with all of its duties, liabilities and obligations hereunder.

(b) Property Not Adversely Affected or Threatened. The Property, or any material part thereof, shall not, as of Closing, have been and shall not be threatened to be materially and adversely affected in any way as a result of fire, explosion, earthquake, disaster, accident, flood, or armed forces or act of God or public enemy.

(c) Validity of Representations and Warranties. The continued validity in all respects, as of the Closing, of each of Donor's representations and warranties set forth in Article 4.

(d) Performance By Donor of Covenants. The performance by Donor in all respects from the date hereof through Closing of the covenants set forth in Section 4.2 hereof.

8.4 Donor's Obligations. At the Closing, Donor shall do the following:

(a) Limited Warranty Deed, Title Affidavit. Execute, acknowledge and deliver to Donee for the benefit of Donee and the Title Insurer any customary affidavits and certificates reasonably necessary to enable the Title Insurer to delete from the policy of title insurance described in Article 6 the standard exceptions (including the survey exception provided a survey is obtained by Donee), acknowledge and deliver to Donee for its benefit a Limited Warranty Deed (in the form of Exhibit C attached hereto) conveying the Property subject to the Permitted Exceptions.

(b) Assignment of Licenses. Execute and deliver to Donee a signed assignment (the "**Assignment of Licenses**") of Donor's rights, title and interest in and to the Licenses (in the form of Exhibit D attached hereto).

(c) Closing Statement. Execute and deliver to Donee a closing statement (the "**Closing Statement**") setting forth the Closing costs and all amounts paid at the Closing.

(d) FIRPTA Affidavit. Execute and deliver an affidavit of Donor reciting Donor's non-foreign status as required by the Internal Revenue Code of 1986, as amended.

(e) Other Documents. Execute and deliver such other documents or instruments as the Title Insurer may reasonably require.

8.5 Donee's Duties. At the Closing, Donee shall do the following:

(a) Payment of Closing Costs. Subject to and conditioned on the issuance by the Title Insurer of an owner's standard ALTA policy in the amount of the fair market value of the Property, with all of the standard exceptions deleted (excepting those waived by Donee or as otherwise provided for herein), and showing title to the Property to be in

the condition called for under Article 6, deliver to Title Insurer by wire transfer or other form of immediately available funds the amount of the cash payment to be paid by Donee pursuant to the Closing Statement.

(b) Assignment of Licenses. Execute and deliver to Donor a counterpart of the Assignment of Licenses.

(c) Closing Statement. Execute and deliver to Donor a counterpart of the Closing Statement.

(d) Gift Acknowledgement Letter. Execute and deliver to Donor a Letter Acknowledging the donation of the Property (in the form of Exhibit E attached hereto).

(e) Other Documents. Execute and deliver such other documents or instruments as the Title Insurer may reasonably require.

ARTICLE 9
GENERAL PROVISIONS

9.1 Entire Agreement. This document contains the entire Agreement between Donee and Donor with respect to the donation of the Property and it shall inure to the benefit of and shall bind the parties hereto, their respective heirs, executors, successors or assigns.

9.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without regard to its conflict of law provisions.

9.3 Modifications; Electronic Signatures. This Agreement may be amended or modified only by written instrument duly executed by both of the parties hereto. Except for documents required by the Title Insurer to be delivered with original signatures, electronic signatures shall be deemed originals and transmittal by pdf/e-mail shall be deemed delivery with regard to all documents or instruments to be executed and delivered pursuant to this Agreement.

9.4 Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

9.5 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered, sent by facsimile to the numbers indicated, or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as set forth below:

To Donee: City of Chaska
Attention: City Administrator

One City Hall Plaza
Chaska, MN 55318

With Copy to: Jacob M. Saufley
Melchert Hubert Sjodin, PLLP
121 West Main Street, Suite 200
Waconia, MN 55387
Email: jsaufley@mhslaw.com

To Donor: Talle & Associates, Inc.
Attn: Kenneth Talle
470 W. 78th Street Suite 260
Chanhassen, MN 55317

With Copy to: Michele J. Thurnblom
Dorsey & Whitney LLP
50 South Sixth Street Suite 1500
Minneapolis, MN 55402-1498
Email: Thurnblom.Michele@dorsey.com

Notices shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; (b) in the case of overnight delivery, on the date of confirmed delivery to the recipient at the above-stated address; or (c) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to effect such delivery.

Notwithstanding the foregoing, Donee may waive or satisfy the contingencies or conditions associated with its obligations hereunder by United States mail, first class, proper postage affixed (deemed effective upon such mailing) or by facsimile or to the respective email address listed above (deemed effective upon transmittal provided there is confirmation of receipt). Notice delivered to above-listed legal counsel shall be effective as though given directly to Donor or Donee, respectively.

9.6 Time of Essence. Time is of the essence.

9.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

9.8 Litigation. In connection with any litigation arising out of this Agreement, the prevailing party shall be awarded all costs incurred in relation to such litigation, including reasonable attorneys' fees and expenses.

9.9 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

9.10 Survival and Other Limitations. Subject to the following limitations, the terms and conditions of this Agreement, including all warranties and representations, shall survive the

Closing. Notwithstanding the foregoing, any claim for breach of any warranty, representation or covenant made hereunder by either party must be made or asserted on or before December 31, 2023.

9.11 Indemnification. Whenever under this Agreement one party owes a duty of indemnification to the other party, such duty shall include indemnification for the indemnified party's reasonable attorneys' fees and expenses.

9.12 Authority. The undersigned signatories on behalf of Donor and Donee personally warrant and represent that he/she has the authority to execute this Agreement on behalf of Donor and Donee respectively.

9.13 Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business" days shall mean any day of the week other than Saturday, Sunday or a legal holiday.

9.14 Further Acts. In addition to the acts recited in this Agreement to be performed by Donor and Donee, Donor and Donee agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

[SIGNATURE ON NEXT PAGE FOLLOWING]

IN WITNESS WHEREOF, Donee has made this Agreement as of the date first above written.

DONEE: City of Chaska, Minnesota, a municipal corporation

By: _____
Mark Windschitl, Mayor

By: _____
Matt Podhradsky, City Administrator

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, Donor has made this Agreement as of the date first above written.

DONOR: Talle & Associates, Inc., a Minnesota corporation

By: _____
Kenneth Talle, President

EXHIBIT A

Legal Description

(to be confirmed by Evidence of Title)

A) Commencing at the Northwest corner of the Northeast Quarter of Section 4, Township 115, Range 23; thence East 92 rods; thence South 21 rods; thence West 92 rods; thence North 21 rods to the place of beginning, situated in the North Half of the Northeast Quarter of Section 4, Township 115, Range 23; EXCEPTING THEREFROM the following described tract of land:

That part of the North 346.50 feet of the West 1518 feet of the Northeast Quarter of Section 4, Township 115, Range 23, Carver County, Minnesota, said distance being measured parallel with the North and West lines thereof, lying East of the following described line:

Commencing at the Northwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 41 minutes 30 seconds East 1319.74 feet to the actual point of beginning of the line to be described; thence South 01 degrees 06 minutes 29 seconds East 180 feet; thence South 46 degrees 59 minutes 58 seconds West 245.52 feet to the South line of said North 346.50 feet and there terminating.

B) Commencing 6 chains South of the Quarter Section corner in Town line on North side of Section 4, Township 115, Range 23, thence North along center line 6.00 chains to above described Quarter Section corner, thence West 10.38 chains, thence South 9.50 chains; thence Northeasterly 12.25 chains to place of beginning, situated in Northeast Quarter of Northwest Quarter of Section 4, Township 115, Range 23; EXCEPTING THEREFROM the following two described tracts of land: Beginning at the Northwest corner of Outlot D, Valley View 2nd Addition, thence Northerly along the West line of said East Half of the Northeast Quarter of the Northwest Quarter, a distance of 81.89 feet; thence Northeasterly and parallel with the Northwesterly line of said Outlot D a distance of 393.10 feet; thence Southeasterly to a point on the Northwesterly line of said Outlot D distant 22.04 feet Southwesterly of the Northeast corner of said Outlot D; thence Southwesterly along the Northwesterly line of said Outlot D to the point of beginning.

That part of the Northwest Quarter of Section 4, Township 115, Range 23, Carver County, Minnesota and that part of Outlot A, Valley View 4th Addition, according to the recorded plat thereof, said Carver County, within the following described property: Commencing at the Northeast corner of said Northwest Quarter; thence on an assumed bearing of North 89 degrees 52 minutes 56 seconds West, along the North line of said Northwest Quarter, a distance of 95.64 feet to the point of beginning of the land to be described; thence South 1 degree 58 minutes 28 seconds East a distance of 300.32 feet; thence South 33 degrees 49 minutes 25 seconds East a distance of 94.34 feet; thence North 73 degrees 37 minutes 27 seconds East a distance of 109.26 feet to the Northeast corner of said Outlot A; thence South 36 degrees 31 minutes 54 seconds East, along the Northeasterly line of said Outlot A, a distance of 290.00 feet to the Southeasterly corner of said Outlot A; thence North 68 degrees 11 minutes 21 seconds West, along the Southwesterly line of said Outlot A, a distance of 397.15 feet to the most Westerly corner of said Outlot A, thence South 73 degrees 28 minutes 24 seconds West, along the Northwesterly line of Outlot B, said Valley View 4th Addition, a distance of 63.39 feet; thence North 7 degrees 55 minutes 12 seconds West a distance of 455.87 feet to said North line of said Northwest Quarter; thence South 89 degrees 52 minutes 56 seconds East, along said North line, a distance of 152.00 feet to the point of beginning.

And also EXCEPTING THEREFROM any portion of the property within the recorded plats of Scenic View 6th Addition, Scenic View 7th Addition and Valley View 4th Addition.

EXHIBIT B

Licenses

1. License Agreement dated June 30, 2010, by and between Donor, as successor in interest to KleinBank, as licensor, and the City of Chaska, Minnesota, as licensee (terminable upon 30 days notice to licensee);

2. License Agreement dated June 29, 2010, by and between Donor, as successor in interest to KleinBank, as licensor, and Christopher and Amy Carleton, as licensee (terminable upon 20 days notice to licensee); and

3. License Agreement dated June 29, 2010, by and between Donor, as successor in interest to KleinBank, as licensor, and David and Terry Schepers, as licensee (terminable upon 20 days notice to licensee).

Donor succeeded to the interest of KleinBank, as licensor, pursuant to that certain Assignment and Assumption of Licenses dated June 30, 2010, by and between KleinBank, as Assignor, and Donor, as Assignee.

EXHIBIT C

Limited Warranty Deed

(Top 3 inches reserved for recording data)

LIMITED WARRANTY DEED
Business Entity to Business Entity

eCRV number: N/A

DEED TAX DUE: $1.65 DATE: _____, 2022

FOR VALUABLE CONSIDERATION, **Talle & Associates, a Minnesota corporation** ("Grantor"), hereby conveys to **City of Chaska**, **a Minnesota municipal corporation** ("**Grantee**"), real property in Carver County, Minnesota, legally described as follows:

As legally described on Exhibit A attached hereto

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property.

The consideration for this conveyance is $0.00.

Check applicable box:

☒ The Grantor certifies that the Grantor does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (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

Talle & Associates, Inc., a Minnesota corporation

By:_____
Name: Kenneth R. Talle
Title: President

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Kenneth R. Talle, the President of **Talle & Associates, Inc., a Minnesota corporation**, for and on behalf of said corporation.

(Stamp)

_____
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP (MJT)
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

City of Chaska
One City Hall Plaza
Chaska, MN 55318

Exhibit A to Limited Warranty Deed

Legal Description

A) Commencing at the Northwest corner of the Northeast Quarter of Section 4, Township 115, Range 23; thence East 92 rods; thence South 21 rods; thence West 92 rods; thence North 21 rods to the place of beginning, situated in the North Half of the Northeast Quarter of Section 4, Township 115, Range 23; EXCEPTING THEREFROM the following described tract of land:

That part of the North 346.50 feet of the West 1518 feet of the Northeast Quarter of Section 4, Township 115, Range 23, Carver County, Minnesota, said distance being measured parallel with the North and West lines thereof, lying East of the following described line:

Commencing at the Northwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 41 minutes 30 seconds East 1319.74 feet to the actual point of beginning of the line to be described; thence South 01 degrees 06 minutes 29 seconds East 180 feet; thence South 46 degrees 59 minutes 58 seconds West 245.52 feet to the South line of said North 346.50 feet and there terminating.

B) Commencing 6 chains South of the Quarter Section corner in Town line on North side of Section 4, Township 115, Range 23, thence North along center line 6.00 chains to above described Quarter Section corner, thence West 10.38 chains, thence South 9.50 chains; thence Northeasterly 12.25 chains to place of beginning, situated in Northeast Quarter of Northwest Quarter of Section 4, Township 115, Range 23; EXCEPTING THEREFROM the following two described tracts of land: Beginning at the Northwest corner of Outlot D, Valley View 2nd Addition, thence Northerly along the West line of said East Half of the Northeast Quarter of the Northwest Quarter, a distance of 81.89 feet; thence Northeasterly and parallel with the Northwesterly line of said Outlot D a distance of 393.10 feet; thence Southeasterly to a point on the Northwesterly line of said Outlot D distant 22.04 feet Southwesterly of the Northeast corner of said Outlot D; thence Southwesterly along the Northwesterly line of said Outlot D to the point of beginning.

That part of the Northwest Quarter of Section 4, Township 115, Range 23, Carver County, Minnesota and that part of Outlot A, Valley View 4th Addition, according to the recorded plat thereof, said Carver County, within the following described property: Commencing at the Northeast corner of said Northwest Quarter; thence on an assumed bearing of North 89 degrees 52 minutes 56 seconds West, along the North line of said Northwest Quarter, a distance of 95.64 feet to the point of beginning of the land to be described; thence South 1 degree 58 minutes 28 seconds East a distance of 300.32 feet; thence South 33 degrees 49 minutes 25 seconds East a distance of 94.34 feet; thence North 73 degrees 37 minutes 27 seconds East a distance of 109.26 feet to the Northeast corner of said Outlot A; thence South 36 degrees 31 minutes 54 seconds East, along the Northeasterly line of said Outlot A, a distance of 290.00 feet to the Southeasterly corner of said Outlot A; thence North 68 degrees 11 minutes 21 seconds West, along the Southwesterly line of said Outlot A, a distance of 397.15 feet to the most Westerly corner of said Outlot A, thence South 73 degrees 28 minutes 24 seconds West, along the Northwesterly line of Outlot B, said Valley View 4th Addition, a distance of 63.39 feet; thence North 7 degrees 55 minutes 12 seconds West a distance of 455.87 feet to said North line of said Northwest Quarter; thence South 89 degrees 52 minutes 56 seconds East, along said North line, a distance of 152.00 feet to the point of beginning.

And also EXCEPTING THEREFROM any portion of the property within the recorded plats of Scenic View 6th Addition, Scenic View 7th Addition and Valley View 4th Addition.

EXHIBIT D

Assignment of Licenses

This Assignment of Licenses ("**Assignment**") is made as of _____, 2022, by and between Talle & Associates, Inc., a Minnesota corporation ("**Assignor**"), and the City of Chaska, Minnesota, a municipal corporation ("**Assignee**").

W I T N E S S E T H :

WHEREAS, Assignor and Assignee have entered into that certain Property Donation Agreement ("**Donation Agreement**") whereby Assignor has agreed to donate (the "**Transaction**") to Assignee the real property located in Carver County, Minnesota, identified as Parcel ID# 30.0040800 and Parcel ID# 30.0040820 and legally described on the Exhibit A to the Donation Agreement (the "**Property**"); and

WHEREAS, pursuant to the Donation Agreement, Assignor is to assign to Assignee all licenses (the "**Licenses**") with licensees who occupy the Property; and

WHEREAS, the parties desire to execute this Assignment simultaneous with the Transaction in order to memorialize their agreement concerning the assignment of the Licenses by Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and as set forth in the Donation Agreement, the parties agree as follows:

1. Status of Licenses. Assignee acknowledges that it has received copies of all of the Licenses, has made such inquiries of Assignor as it deems necessary and appropriate with regard to the Licenses, and has otherwise investigated the status of the Licenses, and accepts this assignment of the Licenses without warranty or representation by Assignor concerning any aspect of the Licenses except as otherwise expressly provided for in the Donation Agreement.

2. Assignment by Assignor. Assignor hereby assigns, conveys and transfers to Assignee, absolutely and without condition, all of Assignor's right, title and interest in and to the Licenses, free and clear of all liens and encumbrances.

3. Indemnification by Assignor. Assignor hereby indemnifies and holds Assignee harmless for and from any and all claims, liabilities, demands, judgments, cost and expenses (including Assignee's attorneys' fees and expenses) arising by virtue of claims made or actions commenced by licensees under the Licenses and directly resulting from the actions or inactions of Assignor prior to the date hereof.

4. Indemnification by Assignee. Assignee hereby indemnifies and holds Assignor harmless for and from any and all claims, liabilities, demands, judgments, costs and expenses (including Assignor's attorneys' fees and expenses) arising by virtue of claims made or actions

commenced by licensees under the Licenses and directly resulting from the actions or inactions of Assignee as of, and subsequent to, the date hereof.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have made this Agreement as of the date first above written.

ASSIGNOR:

Talle & Associates, Inc.

By: _____
Kenneth Talle, President

ASSIGNEE:

City of Chaska, Minnesota

By: _____
Mark Windschitl, Mayor

By: _____
Matt Podhradsky, City Administrator

EXHIBIT E

Gift Acknowledgment Letter

_____, 2022

Talle & Associates, Inc.
470 W. 78th Street, Suite 260
Chanhassen, Minnesota 55317
Attention: Kenneth R. Talle

Re: Acknowledgment of Gift

Dear Mr. Talle:

Thank you for the gift from Talle & Associates, Inc. (the "Company") to the City of Chaska, Minnesota (the "City") on _____, 2022, of the fair market value ($_____) of the real property as set forth in the appraisal of _____ dated _____, 2022, which gift is evidenced by the Property Donation Agreement between the Company, as donor, and the City, as donee, dated _____, 2022, and which real property is located in Carver County, Minnesota, and identified as Parcel ID# 30.0040800 and Parcel ID# 30.0040820. The City did not provide any goods or services to the Company in consideration, in whole or in part, for the real property.

Sincerely,

City of Chaska, Minnesota

By: _____
Mark Windschitl, Mayor

By: _____
Matt Podhradsky, City Administrator

REQUEST FOR ACTION
CHASKA CITY COUNCIL
NOVEMBER 7TH, 2022

Subject: **Approve Renewal of the Breakaway Academy Inc. Lease**

Prepared By: **Mary Monteith, Parks and Recreation**

Background:

Breakaway Academy Inc. is a private school located within the Chaska Community Center and have been a lease tenant at the Community Center for the past ten years.

Breakaway Academy Inc. is open to boys and girls, kindergarten through 8th grade, with a focus on academics and athletic curriculums.

Staff are recommending the renewal of the Breakaway Academy Inc. lease for a one-year term with a 12% inflator. Staff will work with Breakaway Academy Inc. over the next year to propose a new five-year lease term.

Recommendation:

Staff recommend City Council approve the renewal of the Breakaway Academy Inc. lease for a term of one-year, with a 12% inflator.

CITY COUNCIL ACTION REQUESTED

Approve the renewal of the Breakaway Academy Inc. lease for a term of one-year, with a 12% inflator.

LEASE

THIS LEASE is executed at the City of Chaska, County of Carver, State of Minnesota, this ____day of _____ 2022, by and between **the City of Chaska**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as "Lessor", and **Breakaway Academy Inc.**, a corporation organized under the laws of the State of Minnesota, hereinafter referred to as "Lessee" is effective on September 1, 2022.

WITNESSESTH:

RECITAL NO. 1

Lessor is the owner of a facility situated on Lot 1, Block 1, Chaska Community Center Addition, in the City of Chaska which facility is known as the Chaska Community Center ("CCC") located at 1661 Park Ridge Drive, Chaska, MN 55318 (the "Property").

RECITAL NO. 2

Lessee is desirous of conducting a school for students primarily in grades eight (8) and under in an educational classroom setting and is desirous of conducting same in approximately 3,175 square feet of the lower level of the CCC to conduct the educational part of said portion of said school.

NOW, THEREFORE, in consideration of the rental to be paid and the mutual covenants and conditions hereinafter contained, it is agreed by and between Lessor and Lessee as follows:

1. PREMISES: The premises are hereby described as approximately 3,175 square feet of the lower level of the CCC located at 1661 Park Ridge Drive, Chaska, Minnesota, 55318 as exclusively and more particularly shown on Exhibit "A" (the "Premises") attached hereto and made part hereof and outlined in red, together with periodic use of one or more of the sheets of ice situated within the CCC, all as more particularly hereinafter set forth.

2. TERM: The term of this Lease is for one (1) year, commencing on September 1, 2022 and terminating on August 31, 2023.

3. RENTAL: Lessee shall pay to Lessor, without deduction or offset, at City Hall, One City Hall Plaza, Chaska, Minnesota 55318, rent in accordance with the schedule of lease payments as set forth in Exhibit "B", attached hereto and made a part hereof, and which payments shall be made in advance, on the first day of the month, for each period as specified during the term of this Lease.

4. USE OF PREMISES: Lessee shall not use or permit the Premises, or any part of the CCC or Property, to be used for any purpose or purposes other than as set forth in Recital No. 2 hereof; and no use shall be made or permitted to be made of said Premises, nor acts done, which will increase the existing rate of insurance upon the building in which said premises are located (unless Lessee pays the amount of such increase), or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall the Lessee sell, or permit to be kept, used, or sold in or about said Premises, any article which may be prohibited by the standard form of fire insurance policies. Lessee shall not violate any requirements pertaining to the use of the Premises of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the building and appurtenances.

5. EDUCATIONAL PERSONNEL: Lessee shall always while using the Premises and Property staff same with competent educational or support staff in Lessee's sole judgment and discretion, who shall be trained, licensed, and certified, for their respective positions, in accordance with all governmental requirements.

6. WASTE AND ALTERATION: Lessee shall not commit, or suffer to be committed, any damage or waste upon the Premises, CCC, or Property or any nuisance, disturbance, or any other act or thing which would unreasonably disturb the quiet enjoyment of any tenant in the building in which the Premises are located. Except as provided in this Lease, Lessee shall not make, or suffer to be made, any alterations of said Premises without written consent of the Lessor first had and obtained which consent will not be unreasonably withheld or delayed. Lessee shall be responsible for the costs to remediate any damage, waste, nuisance, or other acts. Additions to, or alterations of, said Premises, except Lessee's personal property and trade fixtures, shall become at once a part of the realty and belong to the Lessor.

7. TAXES AND FIRE INSURANCE: In the event that it is determined by the County of Carver or some other taxing authority that as a result of the use of the demised Premises real property taxes must be paid on the CCC, any and all real property taxes deemed attributable to the Premises shall become the obligation of Lessee and Lessee does hereby agree to pay same prior to any delinquency, penalties or interest which attach as a result of non-payment; and, Lessor shall maintain fire insurance and extended coverage upon the Premises for an amount not less than the current replacement cost of all of Tenant's leasehold improvements, trade fixtures, merchandise, and all personal property from time to time in or upon the Premises or CCC. Such policy proceeds shall be used, to the extent necessary, to repair or replace the property damaged or destroyed.

   Lessor and Lessee hereby release the other from all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have

been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

8. UTILITIES: Lessor shall provide and pay all costs of heating by natural gas and air conditioning of the Premises; also, Lessor shall pay water, electricity, sewer, rubbish disposal, ventilation and snow and ice removal. Lessee shall be responsible for custodial services, telephone, and internet for the Premises. Lessor agrees to provide sprinklers and to perform any other work necessary to comply with present and future governmental codes and regulations except as same would be required of Lessee's specific use of the Premises.

9. MAINTENANCE AND REPAIR: The Lessee shall maintain the Premises including, but not limited to, floor vacuuming/cleaning, trash removal, window washing and all other means necessary to keep the space in a clean and sanitary manner. The Lessee may use the garbage dumpsters of the Lessor for that trash which is generated as part of the Lessee's school day. The sheets of ice and other CCC facilities shall be maintained by the Lessor in its ordinary course of business of operating the CCC. Lessee shall not perform maintenance or repairs on the HVAC system or component thereof. Nothing in this section absolves Lessee for its obligation to compensate Lessor for damage caused by the use of the Premises, CCC, or Property by Lessee, its agents, employees, students, volunteers, and guests.

10. LIENS: Lessee shall keep the Premises and the CCC free and clear from any liens arising out of any work performed or materials furnished to Lessee, except that Lessee shall have the right, at its election and expense, to contest any such lien so long as the contesting thereof is not prejudicial to Lessor and in the event Lessee does contest any such lien, Lessee shall post a bond or other security satisfactory to Lessor, and which security shall remain in effect until such time as said lien is discharged.

11. COMPLIANCE WITH REGULATIONS: Lessee shall, at its sole cost and expense, comply with all the requirements of all municipal, state, and federal authorities now in force or which may hereafter be in force with respect to Lessee's use of Premises and CCC, except for Lessor's obligations as defined in the Lease, and shall faithfully observe in the use of the Premises all municipal ordinances and the state and federal statutes now in force or which may hereafter be in force. Lessee shall be responsible to comply with all federal, state, and local laws and regulations that pertain to managing and operating a school or a youth hockey training program. Lessee shall also ensure that each and every individual affiliated with Lessee has executed the appropriate CCC waiver agreement prior to their respective use of the Premises, CCC, or Property.

12. INSURANCE. Lessee further covenants that it shall provide commercial general liability insurance in a minimum amount of $1,500,000.00 per occurrence, which shall be primary and non-contributory; covering all aspects of its use and occupancy of said Premises and the CCC, and the Property; pay all premiums applicable

thereto; name Lessor as an additional insured on form CG 20 11 (04 13) or equivalent on every liability and umbrella policy; and to provide Lessor with a Certificate of Insurance as evidence of same in a form acceptable to Lessor each time any insurance policy is modified or renewed. Lessee shall provide fifteen (15) days prior notice to Lessor of the cancellation or modification of any insurance policy. It shall be the responsibility of Lessee to maintain insurance coverage on the personal property of Lessee situated on the Premises.

Said above-referred to insurance may be maintained as part of any other policy of insurance maintained by Lessee on other property leased from Lessor.

Lessor shall maintain public liability insurance, subject to the same requirements as above, covering all aspects of the use and occupancy of the building by the Lessor, together with common areas, hallways, elevators, decks and parking areas, and shall defend and indemnify Lessee for any and all damage or injury to any person or property arising from the use of that portion of the Premises occupied by Lessor up to Lessor's statutory tort liability limit.

13. RELEASE: Notwithstanding anything in this Lease to the contrary and as a material part of the consideration to be rendered by Lessee to Lessor, Lessor, which includes its elected officials, employees, volunteers, agents, and invitees, shall not be liable to Lessee, and Lessee hereby releases and holds harmless Lessor, from all claims for damages or losses (including consequential damages and lost profits) to Lessee's personal property or its operations, including claims arising directly or indirectly from any existing condition, future condition, or defect in the Premises or CCC; theft; misappropriation; the use of the Premises or CCC by Lessee, or from failure of Lessee to keep Premises in good condition and repair; or any act, omission, negligence, or gross negligence of the Landlord or any other person or entity. This Section shall apply especially, but not exclusively, to damage caused by flooding, sprinkling devices, bursting or leaking pipes, leaking plumbing fixtures, sewage, excessive heat or cold, broken glass, gas, odors, or noise.

14. SIGNS: The Lessee will not affix, attach, tape, hang, or display any sign or signage in the CCC or the Property without Lessor's prior written approval. This provision is not applicable to the inside of the Lessee's school space, except for any windows that face hallway space outside the Premises.

15. INSPECTION: Lessee shall permit Lessor or its agents to enter into and upon said Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of maintaining the building in which said Premises are situated, or for the purposes of making repairs, alterations, or additions to any other portion of said building, including the erection and maintenance of scaffolding, canopies, fences and props as may be required, for alterations, additions or repairs without any rebate of rent and without any liability to Lessee (provided that in no event will Lessor exercise the right of access hereunder in any manner that would unreasonably or unnecessarily interfere with Lessee's business therein.

16. PARTIAL DESTRUCTION: In the event of a partial destruction of the Premises during the term from any cause, except by Lessor or Lessee, Lessor shall forthwith repair the same provided such repairs can be made within sixty (60) days under the laws and regulations of county or municipal authorities, but such partial destruction shall in no way annul or void this Lease, except that Lessee shall be entitled to a proportioned reduction of rent while such repairs are being made, such proportioned reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by the Lessees in said Premises upon proof of financial harm. If such repairs cannot be made within one hundred twenty (120) days after the occurrence of such damage or destruction, this Lease may be terminated at the option of either party. In the event that the CCC is destroyed to the extent of not less than fifty percent (50%) of the replacement cost thereof, Lessor may elect to terminate this Lease, whether the Premises be injured or not. A total destruction of the CCC shall terminate this lease.

17. ASSIGNMENT AND SUBLETTING: Lessee shall not assign or sublet this Lease, or any interest therein, or suffer any other person to occupy or use the Premises, or any portion thereof, without the prior written consent of Lessor, which shall be given in Lessor's sole discretion. Lessor's consent to one (1) assignment, subletting, occupation or use by any other persons shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use which, without such consent shall be void and Lessor shall have the option to terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to the interest of the Lessee, by operation of law, without the written consent of Lessor. Lessee's failure to abide by the terms of this section shall constitute an immediate breach of this Lease and subject Lessee to liquidated damages of $5,000.

    Lessee shall at no time charge outside groups or individuals, other than students, for services or use associated with the Lessee's business without prior written permission from the Lessor.

18. TERMINATION:
    Lessee or Lessor may terminate this Lease upon sixty (60) days written notice. All terms of the Lease shall remain in effect until the end of the said 60-day period.

19. BREACH OF LEASE: The appointment, or petition for appointment, of a receiver, a general assignment for the benefit of creditors, or any action taken or suffered by Lessee under any insolvency or bankruptcy act, whether voluntary or involuntary, shall constitute a breach of this Lease by Lessee.

    Failure to adhere to any term of the Lease shall be considered a breach. In the event of any breach of this Lease, including default in the payment of rent when due, and Lessee's failure to remedy such default within thirty (30) days after written notice thereof from the Lessor; provided that if the nature of the default is such that more than thirty (30) days are required for performance, Lessee shall not be in default if Lessee commences performance within thirty (30) days and diligently prosecutes

the same to completion. Lessor, shall have all rights available at law and equity, including the right to sue for and obtain a money judgement against Lessee for any amounts due and owing under the terms of this Lease and in addition thereto shall have the immediate right of re-entry and may remove all persons and property from the Premises. Should Lessor elect to re-enter, as herein provided, or should Lessor take possession pursuant to legal proceedings as provided by law, Lessor may either terminate this Lease or Lessor may, from time to time, without terminating this Lease, relet said Premises or any part thereof for such term or terms and at such rental or rentals, and upon such terms and conditions as Lessor in its sole discretion may deem advisable, with the right to make all alterations and repairs to said Premises and upon such reletting, Lessee shall be liable to pay to Lessor the difference between the rent sum herein stipulated and the rent received from such reletting. No such re-entry or taking possession of said Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention be given to Lessee or unless this termination be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate the Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy they may have, Lessor may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Premises, removing, storing, administering, and disposing of personal property, and reasonable attorney's fees and costs. This section shall survive the termination of this Lease.

20. PARKING: Lessee's employees shall park in the middle school parking lots as shown on the attached Exhibit "C". Lessee's employees shall not park in the CCC parking lot.

21. POLICIES, RULES AND REGULATIONS: As a material part of the consideration rendered by Lessor, and in further consideration of the mutual promises and covenants of the Lessor and other Lessees, Lessee agrees that it shall be bound by, and adhere to such policies, rules, and regulations of the operation of the CCC as Lessor may determine are advisable to ensure fair and equitable use of the common passageways and off street parking areas, provided said policies, rules, and regulations are uniformly applied to all occupants and do not create unreasonable interference with Lessee's ability to use the Premises as defined herein.

22. QUIET ENJOYMENT: Lessor hereby covenants that if Lessee pays the rent and other charges and performs the covenants and agreements contained herein, Lessee shall peaceably and quietly hold and enjoy the Premises during the term of this lease. Lessee covenants and agrees that it will neither disrupt the right to quiet enjoyment held by other tenants within the CCC nor be disruptive to CCC users and staff.

23. USE BY LESSEE OF ICE WITHIN THE CCC AND PAYMENT THEREFORE. The limited use of ice between 8:30 AM and 3:00 PM local time for Lessee's school activities is included as part of the consideration for Lease. Lessee shall pay the applicable rental rate for any use of the ice before 8:30 AM or after 3:00 PM. All use of the Ice must be coordinated and scheduled with the Ice Arena Manager by Lessee.

24. LESSEE'S USE OF OTHER CCC FACILITIES AND PAYMENT THEREFORE. Lessee shall have the right to use the additional CCC facilities expressly identified within this section and subject to the terms herein.

    A. ICE ARENA LOCKER ROOMS – Lessee is allowed use of team locker rooms outside of arena #1 or #2 at no charge during regular school days and school hours between 8:30 AM and 3:00 PM local time. No equipment will be left in these spaces at other times without Lessor's prior written approval. Lessee shall pay the applicable rental rate for any use before 8:30 AM or after 3:00 PM.
    B. MULTI-PURPOSE ROOMS and GYMNASIUM– Lessee is allowed to use the and Sun room and gymnasium during regular school days and school hours between 8:30 AM and 3:00 PM local time. Lessee shall schedule use of these rooms with Lessor. Lessor reserves the right to restrict days and times of usage if Lessee's use of these rooms creates conflict with other CCC tenants and users. . Lessee shall pay the applicable rental rate for any use before 8:30 AM or after 3:00 PM.

25. DEFAULTS BY LESSOR: If Lessor fails to fully perform any of its obligations under this Lease and such failure continues for thirty (30) days after written notice thereof is given by Lessee (or, if such failure cannot be cured within thirty (30) days, Lessor either fails to commence the cure within such thirty (30) day period), Lessee may (but will not be required to) perform such obligations, and all amounts paid by Lessee in doing so and all costs and expenses incurred by Lessee in connection with doing so will be payable by Lessor to Lessee on demand and proof provided Lessee complies with Minnesota's competitive bidding requirements. Except that any interruption of services to Lessee from the systems, facilities, or equipment provided by Lessor shall not be construed as an eviction of Lessee or release Lessee from any obligation under this Lease. Further, an interruption shall not render Lessor liable to Lessee for damages by abatement of rent or otherwise or in any way relieve Lessee from performance of Lessee's obligations under this Lease.

26. NOTICES: Any notice or election required or permitted to be given or served by any party hereto or upon any other party will be deemed given or served in accordance with the provisions of this Lease if the notice or election is deposited in a sealed wrapper in the United States certified mail, return receipt requested, postage prepaid, properly addressed as follows:

If to Lessor: City of Chaska
Attn: City Administrator
One City Hall Plaza
Chaska, MN 55318

If to Lessee: Breakaway Academy Inc.
Attn: President
1661 Park Ridge Dr.
Chaska, MN 55318

Each such mailed notice or election will be deemed to have been given to, or served upon, the party to whom addressed on the date the same is deposited in the United States Mail, certified mail, return receipt requested, postage prepaid, properly addressed in the manner above provided. Either party may change its address for the service of notice under this Lease by delivering written notice of the change to the other party, in the manner above specified, at least ten (10) days prior to the effective date of change.

27. HOLDING OVER: Any holding over after the expiration of said Term, with the written consent of Lessor, shall be construed to be a tenancy from month to month at a rental sum equal to the monthly rent paid for the month twelve (12) months prior, plus five percent (5%) of said amount. Any holding over after the expiration of this Lease term without the written consent of Lessor shall be a breach of this Lease and Lessor shall have the right to evict Lessee.

28. SUPERVISION: Lessee's employees or volunteers shall directly supervise Lessee's students within the CCC at all times.

29. RELATIONSHIP BETWEEN LESSOR AND LESSEE. Nothing contained in the Agreement shall establish a relationship between Lessor and Lessee other than a Landlord/Tenant relationship; and under no circumstances shall there be a partnership, joint venture, joint undertaking, association, or principal/agent relationship between Lessor and Lessee. The sole relationship between Lessor and Lessee is that of landlord and tenant.

30. BINDING EFFECT: The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, and assigns.

31. NON-LIABILITY AND HOLD HARMLESS: Lessee agrees to indemnify, defend, and hold harmless Lessor, its partners, officers, employees, and guests from and against any claim, loss, or expense arising out of injury, death, property loss, or damage occurring in or upon the Premises, CCC, or the Property.

32. MISCELLANEOUS.

a. The recitals contained in, and the exhibits attached to, this Lease are integral parts thereof and are fully incorporated into this Lease.

b. If any portion of this Lease is deemed to be unenforceable then that portion shall be severed from the Lease and the remaining portions of this Lease shall remain in effect.

c. Lessor and Lessee have participated jointly in the negotiation and drafting of this Lease and no presumption or burden of proof shall arise favoring or disfavoring any party. The word "including" shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained in this Lease to have independent significance. The captions used in this Lease are for convenience only and do not constitute terms of the Lease.

d. All preliminary negotiations are merged into and incorporated in this Lease, which is the entire agreement between the parties, and can only be modified or amended by another written agreement signed by both parties.

e. The terms of the Lease and the representations, warranties, covenants, of the parties shall survive the termination or expiration of this Lease.

f. No waiver of any default of Lessee or Lessor hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

g. In any dispute or litigation between Lessor and Lessee concerning the default or alleged default by Lessor or Lessee under this Lease, the prevailing party shall be entitled to reimbursement by the other party of all reasonable attorneys' fees and court costs incurred in such dispute or litigation.

h. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, and together which shall constitute one and the same document. Signatures transmitted by fax, email or other electronic means shall be deemed binding, delivered and enforceable.

i. Submission of this document for examination does not constitute an offer or option for the Premises. This Lease shall become effective only upon full execution and delivery by Lessor and Lessee.

j. "Force Majeure" shall mean causes beyond the reasonable control of a party, including without limitation acts of God; acts of a public enemy; war; rebellion; insurrection; riot; epidemic; quarantine restrictions; acts of any governmental authority or any political subdivision or any department or regulatory agency thereof or entity created thereby; orders of any court or arbitral body; acts of any person or persons engaged in subversive activity or sabotage; fires, floods, explosions, storms, earthquakes, pandemics, or other catastrophes; strikes or labor disputes; embargoes; unavoidable delays or inability to obtain equipment, labor, fuel, steam, water, electricity or materials or anything else necessary to operate Tenant's business or the CCC. In the event either party hereto is prevented or delayed in the performance of any material term, condition, or obligation under this Lease (other than the payment of rent) due to Force Majeure, such party shall give notice to the other of the commencement, expected duration, and termination of any such Force Majeure contingency. Such party's nonperformance shall be excused and the time for performance extended for the same period of delay or inability to perform due to such Force Majeure, except that the term of this Lease shall not extend beyond August 31, 2023.

The parties hereto have set their hands the day and year first above written.

LESSEE:
Breakaway Academy Inc.

_____
Dave Snuggerud

Its: _____

_____

By: _____

Its: _____

LESSOR:
City of Chaska

_____
Mark Windschitl, Mayor

_____
Matt Podhradsky, City Administrator

EXHIBIT “A”

MAP OF LEASED PREMISES (Outlined in Red)

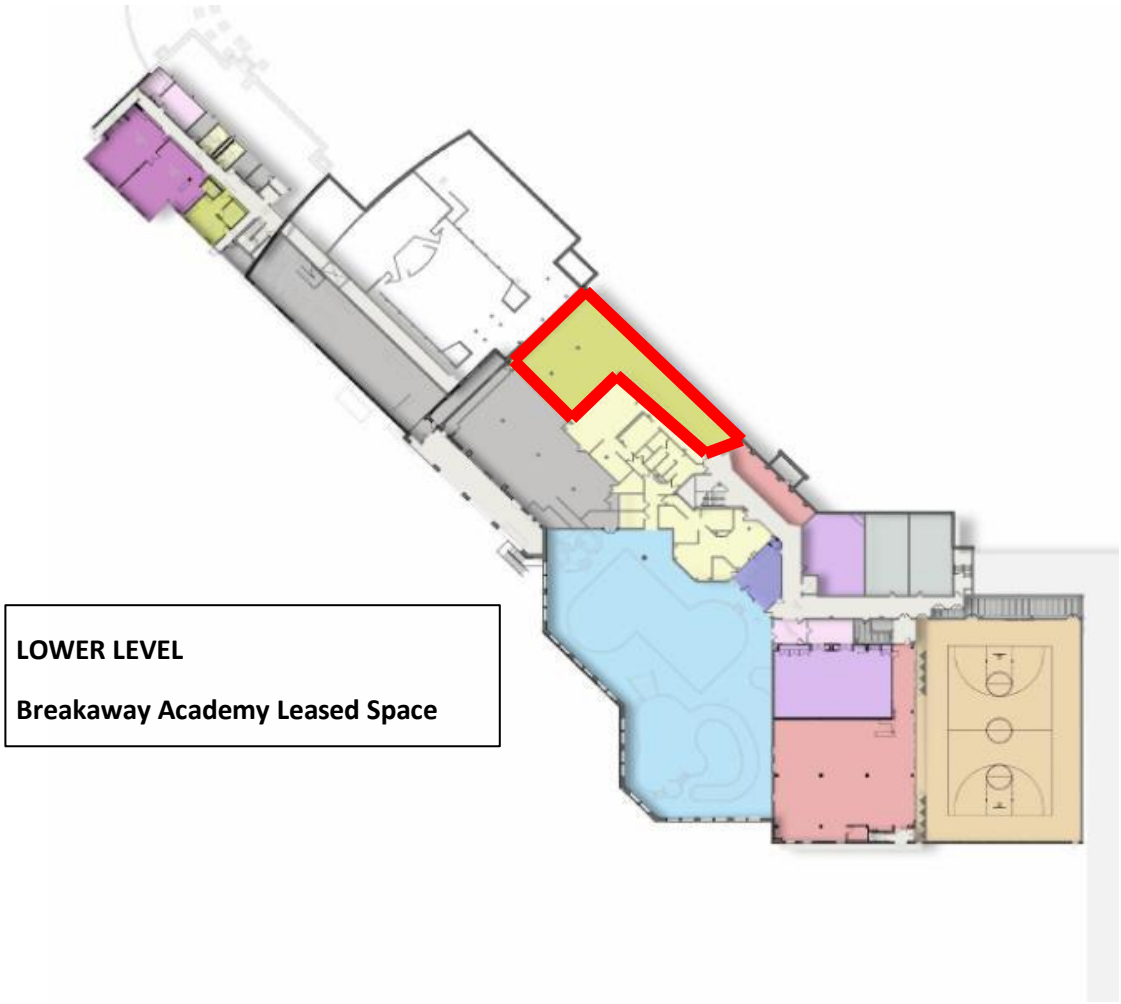


EXHIBIT “B”

ANNUAL RENT for 1 YEAR LEASE AGREEMENT

The Lessee will pay $32,373.60 on or before September 1, 2022, December 1, 2022 and March 1, 2023.

A 3% fee will be assessed to any payments via credit card.

EXHIBIT “C”

PARKING AREA SHOWN IN ORANGE

REQUEST FOR ACTION
CHASKA CITY COUNCIL
11/7/2022

Subject: Public Hearing and Resolution 2022-132 Regarding a Tax Abatement Project

Prepared By: Elise Durbin, Assistant City Administrator

Background

On October 17, 2022, the City Council approved a Tax Abatement Agreement with RCS-RCA Oak Ridge, LLC for the Costco/Continental Properties project on the former Oak Ridge Conference Center site. This approval was contingent upon holding a public hearing on the tax abatement on November 7. As Council may recall, the public hearing could not be held at the same time as the review of the Tax Abatement Agreement because of the timing required for the public hearing notice.

Tax Abatement

State Statute requires certain conditions to be met in order to grant a Tax Abatement. This includes holding a public hearing and adopting a resolution that specifies the terms of the abatement.

The Tax Abatement includes:

- Three properties: the Continental Properties parcel, the Costco parcel, and the existing Oak Ridge Conference center parcel.
- The assistance will be used for the construction of the roundabout at the Peavey Road/Highway 41 intersection.
- Maximum term of 20 years; however, it is anticipated that it will not take 20 years to fulfill the obligations outlined in the Tax Abatement Agreement.

Recommendation

At this point in time, the public hearing and attached resolution are formalities to implementing the Tax Abatement Agreement that the Council approved on October 17, 2022. Therefore, staff recommends the City Council hold the public hearing and adopt the resolution granting the tax abatement.

CITY COUNCIL ACTION REQUESTED

Hold the public hearing and motion to adopt Resolution 2022-132 granting the Tax Abatement.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE 11/7/2022 RESOLUTION NO. 2022-132

MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER

RESOLUTION RELATING TO A TAX ABATEMENT; GRANTING THE ABATEMENT

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

Section 1. Authorization and Recitals.

1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Act"), is authorized to grant an abatement of the property taxes imposed by the City on a parcel of property, if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.

1.02. The City proposes to finance construction of a roundabout located at Peavey Road and Highway 41 in the City (the "Project").

1.03. Pursuant to the Act, on the date hereof, this Council conducted a public hearing on the desirability of granting an abatement of property taxes on certain properties expected to be benefited by the proposed Project, which properties are identified as follows (the "Properties"):

304740010
304740020
304740040

Notice of the public hearing was duly published as required by law in the *Chaska Herald*, the official newspaper of the City, on October 20, 2022, which date is no fewer than ten and no more than 30 days prior to the date hereof.

Section 2. Findings. On the basis of the information compiled by the City and elicited at the public hearing referred to in Section 1.03, it is hereby found, determined and declared:

2.01. The Project is in the public interest because it will finance or provide public infrastructure.

2.02. The City expects that the benefits of the proposed abatement are not less than the costs of the proposed abatement.

2.03. The Properties are not located in a tax increment financing district.

2.04. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Act in any year to exceed the greater of (i) ten percent (10.00%) of the City's net tax capacity for the taxes payable year to which the abatement applies, or (ii) $200,000.

2.05. It is in the best interests of the City to grant the tax abatement authorized in this Resolution.

2.06. Under Section 469.1813, Subdivision 9 of the Act, it is not necessary for the City to obtain the consent of any owner of any of the Properties to grant an abatement.

Section 3. Granting of Tax Abatement.

3.01. A property tax abatement (the "Abatement") is hereby granted in respect of property taxes levied by the City on the Properties for a period of twenty (20) years, subject to satisfaction of the conditions for such duration described in Section 469.1813, subdivision 6(b). The Abatement will reduce all of the taxes for each of the Properties, and the total amount of the Abatement is estimated to be approximately $2,900,000.

3.02. The City shall retain the Abatement and apply it to payment of all or a portion of the costs of acquiring, constructing, or financing the Project or to the payment of bonds of the City issued to finance costs of acquiring or constructing the Project.

3.03. The Abatement may be modified or terminated at any time by the Council in accordance with the Act.

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

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

CLAIMS ROSTER REPORT

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

Paid and Unpaid Invoices:
Check #'s 344444-344681 **$3,081,337.81**

Paid Electronic Invoices:
Wire #'s 3436-3458 **$4,586,319.88**

Amount for Approval-Council Meeting:
November 7, 2022 **$7,667,657.69**

VENDOR INVOICE LIST

Checks

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
107858 ABDO EICK AND MEYERS LLP										
463353 CHECK DATE: 11/08/2022		10/31/2022	110822	344479	17,224.52	17,224.52	11/30/2022	INV	PD	OCT FINANCE TEMP-THORS
100027 ACE TRAILER SALES										
451293 CHECK DATE: 11/08/2022		10/17/2022	110822	344480	16,326.64	16,326.64	11/17/2022	INV	PD	T29 DIG TRAILER
103825 ACUSHNET COMPANY										
914434994 CHECK DATE: 11/08/2022		10/25/2022	110822	344481	176.89	176.89	11/24/2022	INV	PD	RESALE
914435044 CHECK DATE: 11/08/2022		10/25/2022	110822	344481	89.00	89.00	12/24/2022	INV	PD	RESALE
914435519 CHECK DATE: 11/08/2022		10/25/2022	110822	344481	581.10	581.10	12/24/2022	INV	PD	RESALE
914435617 CHECK DATE: 11/08/2022		10/25/2022	110822	344481	-1,493.57	-1,493.57	03/30/2023	CRM	PD	RESALE CREDIT-RETURNED
914435618 CHECK DATE: 11/08/2022		10/25/2022	110822	344481	1,002.12	1,002.12	12/24/2022	INV	PD	RESALE
					355.54					
100036 ADAM'S PEST CONTROL INC										
3558279 CHECK DATE: 11/08/2022		10/25/2022	110822	344482	65.76	65.76	11/25/2022	INV	PD	TC PEST CONTROL
3558480 CHECK DATE: 11/08/2022		10/25/2022	110822	344482	16.35	16.35	11/25/2022	INV	PD	TC BIO-DRAIN SERVICE
3558495 CHECK DATE: 11/08/2022		10/25/2022	110822	344482	63.20	63.20	11/25/2022	INV	PD	TC BUG LIGHT RENTAL
					145.31					
110173 ALL TRAFFIC SOLUTIONS INC										
SIN034477 CHECK DATE: 11/08/2022		10/18/2022	110822	344483	1,500.00	1,500.00	11/17/2022	INV	PD	Speed Trailer software
100119 SHAKOPEE VALLEY FORD										
338114FOW CHECK DATE: 11/08/2022		10/14/2022	110822	344484	193.31	193.31	11/14/2022	INV	PD	#706 & #711 BRAKE PADS

Report generated: 11/03/2022 13:55
User: 8482mrob
Program ID: apinvlst

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
338115FOW CHECK DATE: 11/08/2022		10/14/2022	110822	344484	193.31	193.31	11/14/2022	INV	PD	#711 & #706 BRAKE PADS
338429-1FOW CHECK DATE: 11/08/2022		10/20/2022	110822	344484	61.22	61.22	11/20/2022	INV	PD	#1221 BRAKE PADS
338429-2FOW CHECK DATE: 11/08/2022		10/21/2022	110822	344484	130.42	130.42	11/21/2022	INV	PD	#1221 STOCK BRAKE ROTO
338429FOW CHECK DATE: 11/08/2022		10/19/2022	110822	344484	29.40	29.40	11/19/2022	INV	PD	#1221 WINDOW WASHER HO
339182FOW CHECK DATE: 11/08/2022		10/28/2022	110822	344484	87.87	87.87	11/28/2022	INV	PD	#1151 SEAT BUCKLE REPL
					695.53					
100122 ARAMARK REFRESHMENT SERVICES										
5099936 CHECK DATE: 11/08/2022		10/14/2022	110822	344485	133.13	133.13	11/14/2022	INV	PD	COFFEE FOR FD
109198 ARCHER MECHANICAL										
28774 CHECK DATE: 11/08/2022		10/21/2022	110822	344486	627.49	627.49	11/21/2022	INV	PD	Boiler parts-CCC
28790 CHECK DATE: 11/08/2022		10/21/2022	110822	344486	1,827.57	1,827.57	11/21/2022	INV	PD	Parts for AHU5 chiller
					2,455.06					
100144 ASPEN EQUIPMENT COMPANY										
10241191 CHECK DATE: 11/08/2022		10/18/2022	110822	344487	174.09	174.09	11/17/2022	INV	PD	#96 START PUSH BUTTON
100146 ASPEN MILLS INC										
301140 CHECK DATE: 11/08/2022		09/28/2022	110822	344488	690.01	690.01	11/13/2022	INV	PD	DUTY UNIFORM-MUENCH
302452 CHECK DATE: 11/08/2022		10/19/2022	110822	344488	135.70	135.70	11/18/2022	INV	PD	DUTY UNIFORM-GAREIS
302485 CHECK DATE: 11/08/2022		10/20/2022	110822	344488	56.95	56.95	11/19/2022	INV	PD	FF UNIFORM-DAWSON
302486 CHECK DATE: 11/08/2022		10/20/2022	110822	344488	135.70	135.70	11/19/2022	INV	PD	FF UNIFORM-FELTMANN
302487		10/20/2022	110822	344488	906.25	906.25	11/19/2022	INV	PD	FF DUTY SHIRTS-PINK

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 11/08/2022										
302625		10/21/2022	110822	344488	2,065.80	2,065.80	11/20/2022	INV	PD	FF DUTY SHIRTS-NAVY
CHECK DATE: 11/08/2022										
302874		10/27/2022	110822	344488	245.54	245.54	11/26/2022	INV	PD	DUTY UNIFORM-MAWDSLEY
CHECK DATE: 11/08/2022										
302875		10/27/2022	110822	344488	605.24	605.24	11/26/2022	INV	PD	DUTY UNIFORM-S KRAUS
CHECK DATE: 11/08/2022										
					4,841.19					
100155 AUBURN MANOR										
NOV 2022	220004	11/01/2022	110822	344489	200.00	200.00	11/30/2022	INV	PD	NOV SENIOR CITIZEN DON
CHECK DATE: 11/08/2022										
110900 RJ KOOL MIDWEST INC										
SOI0200115		10/06/2022	110822	344490	290.05	290.05	11/06/2022	INV	PD	FD WASHER REPAIR-SWITC
CHECK DATE: 11/08/2022										
100182 BECKER ARENA PRODUCTS INC										
606578		10/12/2022	110822	344491	800.00	800.00	11/12/2022	INV	PD	Arena Dasher Glass Rep
CHECK DATE: 11/08/2022										
105387 BENJAMIN BUS INC										
106315		09/29/2022	110822	344492	219.52	219.52	11/18/2022	INV	PD	Treks & Trails Field T
CHECK DATE: 11/08/2022										
100188 BERRY COFFEE COMPANY										
923563		10/19/2022	110822	344493	114.46	114.46	11/18/2022	INV	PD	Lodge coffee
CHECK DATE: 11/08/2022										
104610 MARIE S BERRY										
106910		10/28/2022	110822	344494	225.00	225.00	11/27/2022	INV	PD	Painting class supplie
CHECK DATE: 11/08/2022										
103120 ACROSS THE STREET PRODUCTIONS INC										
INV12194		10/25/2022	110822	344495	2,443.75	2,443.75	11/24/2022	INV	PD	BLUE CARD RENEWAL FOR
CHECK DATE: 11/08/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102279 BOLTON & MENK INC										
0299290		10/19/2022	110822	344496	399.50	399.50	11/21/2022	INV	PD	2022 FUNDING ASSISTANC
CHECK DATE: 11/08/2022										
100254 BRYAN ROCK PRODUCTS INC										
56365		10/15/2022	110822	344497	560.34	560.34	11/15/2022	INV	PD	GRAVEL BASE FOR SAVANN
CHECK DATE: 11/08/2022										
107742 BURT, MATT										
106920		10/24/2022	110822	344498	34.00	34.00	11/28/2022	INV	PD	MILEAGE-MNGFOA ADV ACC
CHECK DATE: 11/08/2022										
100275 CALLAWAY GOLF										
935577131		10/12/2022	110822	344499	1,200.00	1,200.00	01/10/2023	INV	PD	RANGE BALLS
CHECK DATE: 11/08/2022										
935612186		10/25/2022	110822	344499	195.90	195.90	12/24/2022	INV	PD	RESALE
CHECK DATE: 11/08/2022										
					1,395.90					
100301 CARVER COUNTY										
48280		10/26/2022	110822	344500	162,528.99	162,528.99	11/30/2022	INV	PD	2022 Assessment Contra
CHECK DATE: 11/08/2022										
100285 CARVER COUNTY										
106501		10/04/2022	110822	344501	17,511.35	17,511.35	11/07/2022	INV	PD	3RD QTR FINES & SURCHA
CHECK DATE: 11/08/2022										
100323 CDW GOVERNMENT INC										
DD02412		09/29/2022	110822	344502	82.11	82.11	10/29/2022	INV	PD	TYPE COVER-STREETS
CHECK DATE: 11/08/2022										
DF05905		10/03/2022	110822	344502	114.45	114.45	11/02/2022	INV	PD	MONITOR CABLES FOR CCC
CHECK DATE: 11/08/2022										
DG37105		10/05/2022	110822	344502	345.08	345.08	11/04/2022	INV	PD	2 MONITORS-ELEC DEPT
CHECK DATE: 11/08/2022										
DG75095		10/06/2022	110822	344502	1,912.48	1,912.48	11/05/2022	INV	PD	2 SCANNERS
CHECK DATE: 11/08/2022										
DG84665		10/06/2022	110822	344502	2,526.94	2,526.94	11/05/2022	INV	PD	2 COMPUTERS-CCC FRONT

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 11/08/2022										
DH44461		10/07/2022	110822	344502	34.13	34.13	11/06/2022	INV	PD	WEBCAM FOR MSB
CHECK DATE: 11/08/2022										
DH63719		10/07/2022	110822	344502	1,167.48	1,167.48	11/06/2022	INV	PD	6 MONITORS FOR CCC
CHECK DATE: 11/08/2022										
DL19437		10/13/2022	110822	344502	131.97	131.97	11/12/2022	INV	PD	HEADSETS FOR IT INVENT
CHECK DATE: 11/08/2022										
DM85129		10/18/2022	110822	344502	94.94	94.94	11/17/2022	INV	PD	DISPLAY ADAPTORS FOR I
CHECK DATE: 11/08/2022										
					6,409.58					
100332 CENTERPOINT ENERGY RESOURCES CORP										
80000146268/SEP22		10/13/2022	102022	344444	2,120.63	2,120.63	11/09/2022	INV	PD	SEP GAS SVC
CHECK DATE: 10/20/2022										
80000167793/SEP22		10/13/2022	102022	344444	58.95	58.95	11/09/2022	INV	PD	SEP CITY PKS GAS SVC
CHECK DATE: 10/20/2022										
80000167843/SEP22		10/13/2022	102022	344444	1,940.03	1,940.03	11/09/2022	INV	PD	SEP GAS SVC
CHECK DATE: 10/20/2022										
					4,119.61					
100337 QWEST CORPORATION										
313196254/OCT22		10/18/2022	102722	344456	596.24	596.24	11/14/2022	INV	PD	OCT CITY HALL LOC PHN
CHECK DATE: 10/27/2022										
313249294/OCT22		10/11/2022	102022	344445	53.10	53.10	11/07/2022	INV	PD	OCT TC MAINT LOC PHN S
CHECK DATE: 10/20/2022										
313408124/OCT22		10/11/2022	102022	344445	124.21	124.21	11/07/2022	INV	PD	OCT TC MAINT LOC PHN S
CHECK DATE: 10/20/2022										
313692512/OCT22		10/01/2022	102022	344445	84.91	84.91	10/28/2022	INV	PD	OCT TC CLUBHS LOC PHN
CHECK DATE: 10/20/2022										
313773369/OCT22		10/01/2022	102022	344445	59.84	59.84	10/28/2022	INV	PD	OCT CCC BURGLAR ALARM
CHECK DATE: 10/20/2022										
314238800/OCT22		10/18/2022	102722	344456	74.04	74.04	11/14/2022	INV	PD	OCT MSB LOCAL PHN SVC
CHECK DATE: 10/27/2022										
612703122		10/16/2022	102722	344457	2,086.40	2,086.40	11/15/2022	INV	PD	OCT INTERNET SERVICE
CHECK DATE: 10/27/2022										
					3,078.74					
100379 CITY OF CHANHASSEN										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
106317		10/04/2022	110822	344503	964.67	964.67	11/07/2022	INV	PD	New Ulm Trip Expenses
CHECK DATE: 11/08/2022										
107872 CHASKA CHANHASSEN FOOTBALL ASSOCIATION										
2022-03		10/31/2022	110822	344504	5,376.00	5,376.00	11/21/2022	INV	PD	Fall Flag Football - I
CHECK DATE: 11/08/2022										
100346 CHASKA DOWNTOWN BUSINESS ALLIANCE										
Q4 2022		10/24/2022	110822	344505	14,525.00	14,525.00	11/24/2022	INV	PD	4TH QTR SPECIAL SERVIC
CHECK DATE: 11/08/2022										
110240 CINTAS CORPORATION NO 2										
5128028453		10/10/2022	110822	344506	221.91	221.91	11/10/2022	INV	PD	First Aid Supplies-CCC
CHECK DATE: 11/08/2022										
5129906722		10/24/2022	110822	344506	53.60	53.60	11/24/2022	INV	PD	First aid box check/re
CHECK DATE: 11/08/2022										
5131106964		11/01/2022	110822	344506	405.07	405.07	12/01/2022	INV	PD	MEDICAL SUPPLIES
CHECK DATE: 11/08/2022										
9194721358		10/01/2022	110122	344473	545.00	545.00	10/31/2022	INV	PD	AED Maint-CCC
CHECK DATE: 11/01/2022										
					1,225.58					
100401 CITY OF BLOOMINGTON										
21145		09/13/2022	110822	344507	208.00	208.00	11/08/2022	INV	PD	Clayhole Water Testing
CHECK DATE: 11/08/2022										
109942 MANSFIELD TOP SERVICES INC										
32009012727		11/01/2022	110822	344508	3,325.00	3,325.00	12/01/2022	INV	PD	Nov Curl/Event Cleanin
CHECK DATE: 11/08/2022										
42009005828		10/31/2022	110822	344508	514.58	514.58	11/30/2022	INV	PD	Oct Event Labor
CHECK DATE: 11/08/2022										
					3,839.58					
102659 ICON ENTERPRISES INC										
241016		11/01/2022	110822	344509	9,728.73	9,728.73	12/01/2022	INV	PD	CITY WEBSITE LICENSES
CHECK DATE: 11/08/2022										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100417 CLEAN N SEAL INC										
2823		10/15/2022	110822	344510	995.00	995.00	11/26/2022	INV	PD	BRASS MONUMENT CLEANIN
CHECK DATE: 11/08/2022										
100768 CODE 4 SERVICES INC										
7306		06/06/2022	110822	344511	26,600.36	26,600.36	07/06/2022	INV	PD	Squad 1222 setup +INTE
CHECK DATE: 11/08/2022										
7499		08/18/2022	110822	344511	39.14	39.14	09/17/2022	INV	PD	Squad 1226 switch +INT
CHECK DATE: 11/08/2022										
7684		10/20/2022	110822	344511	875.36	875.36	11/19/2022	INV	PD	Squad 1163-Tear down
CHECK DATE: 11/08/2022										
7688		10/12/2022	110822	344511	3,252.99	3,252.99	11/11/2022	INV	PD	Trunk Vaults-Squads 12
CHECK DATE: 11/08/2022										
7694		10/20/2022	110822	344511	5,515.36	5,515.36	11/19/2022	INV	PD	Squad 1222-Emergency E
CHECK DATE: 11/08/2022										
					36,283.21					
100436 COMCAST CORPORATION										
0036243/OCT22-TC		10/07/2022	102022	344446	228.05	228.05	11/01/2022	INV	PD	OCT CLUBHOUSE CABLE
CHECK DATE: 10/20/2022										
0055482/OCT22-FD		10/12/2022	102722	344458	6.75	6.75	11/06/2022	INV	PD	OCT FD CABLE
CHECK DATE: 10/27/2022										
106314		10/09/2022	102022	344446	79.80	79.80	11/03/2022	INV	PD	Oct PD Cable
CHECK DATE: 10/20/2022										
157598317		10/15/2022	102722	344459	775.00	775.00	11/15/2022	INV	PD	OCT CITY HALL FIBER-2N
CHECK DATE: 10/27/2022										
					1,089.60					
102867 TILLER CORPORATION										
221015		10/15/2022	110822	344512	48,889.27	48,889.27	11/15/2022	INV	PD	TC CART PATH OVERLAY O
CHECK DATE: 11/08/2022										
221031		10/31/2022	110822	344512	17,603.53	17,603.53	11/30/2022	INV	PD	PAVING TRAIL HUNDERTMA
CHECK DATE: 11/08/2022										
					66,492.80					
105466 COMPUTER INTEGRATION TECHNOLOGIES INC										
336765		10/14/2022	110822	344513	3,980.00	3,980.00	11/13/2022	INV	PD	OCT OFFICE 365 AGREEEM
CHECK DATE: 11/08/2022										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
337433		10/19/2022	110822	344513	525.00	525.00	11/18/2022	INV	PD	CISCO TAC SUPPORT LICE
CHECK DATE: 11/08/2022										
337711		10/31/2022	110822	344513	253.00	253.00	11/30/2022	INV	PD	NOV CYBER SECURITY TRA
CHECK DATE: 11/08/2022										
					4,758.00					
110239 COMPUTERSHARE TRUST COMPANY NA										
2134042		09/13/2022	110822	344514	4,500.00	4,500.00	10/13/2022	INV	PD	2015A TRUSTEE FEE
CHECK DATE: 11/08/2022										
107686 CONCENTRA HEALTH SERVICES INC										
15997168		09/21/2022	102022	344447	60.00	60.00	11/01/2022	INV	PD	DRUG TESTING
CHECK DATE: 10/20/2022										
110912 COQUYT, MATTHEW										
35411		10/14/2022	110822	344515	56.81	56.81	11/14/2022	INV	PD	METER DEPOSIT REFUND-8
CHECK DATE: 11/08/2022										
106301 CORE AND MAIN LP										
R696334		10/04/2022	110822	344516	2,271.37	2,271.37	11/04/2022	INV	PD	DRAIN TILE COMPONENTS
CHECK DATE: 11/08/2022										
R798723		10/20/2022	110822	344516	483.60	483.60	11/20/2022	INV	PD	LION'S PARK SHELTER WA
CHECK DATE: 11/08/2022										
R798739		10/20/2022	110822	344516	370.70	370.70	11/20/2022	INV	PD	LION'S PARK WATER SERV
CHECK DATE: 11/08/2022										
					3,125.67					
106908 MJ DOLS INC										
221018		10/18/2022	110822	344517	864.00	864.00	11/18/2022	INV	PD	Lunch (Bobby Vee/St. C
CHECK DATE: 11/08/2022										
106135 CRAFT HOMES LLC										
4449 SAVANNA TRL		10/14/2022	110822	344518	2,500.00	2,500.00	11/14/2022	INV	PD	BUILDER DEPOST REFUND
CHECK DATE: 11/08/2022										
4491 SAVANNA TRL		10/14/2022	110822	344518	2,500.00	2,500.00	11/14/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 11/08/2022										
4496 SAVANNA TRL		10/14/2022	110822	344518	2,500.00	2,500.00	11/14/2022	INV	PD	BUILDER DEPOSIT REFUND

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 11/08/2022										
4514 SAVANNA TRL		10/14/2022	110822	344518	2,500.00	2,500.00	11/14/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 11/08/2022										
4520 SAVANNA TRL		10/14/2022	110822	344518	2,500.00	2,500.00	11/14/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 11/08/2022										
4532 SAVANNA TRL		10/14/2022	110822	344518	2,500.00	2,500.00	11/14/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 11/08/2022										
					15,000.00					
100479 CULLIGAN-METRO BROOKLYN PARK										
114-01594506-5 SEP22		09/30/2022	102022	344448	59.97	59.97	10/20/2022	INV	PD	COOLER RENT & WATER-TC
CHECK DATE: 10/20/2022										
110391 CUMMINS INC										
E4-47577		10/19/2022	110822	344519	250.98	250.98	11/19/2022	INV	PD	#115 WATER PUMP
CHECK DATE: 11/08/2022										
110918 DIETZLER, RYAN										
36799		10/14/2022	110822	344520	92.96	92.96	11/14/2022	INV	PD	METER DEPOSIT REFUND-3
CHECK DATE: 11/08/2022										
107812 SCOTT CONGDON										
6350		10/08/2022	110822	344521	215.00	215.00	11/07/2022	INV	PD	BLDG INSPECTION SLIPS
CHECK DATE: 11/08/2022										
6365		10/12/2022	110822	344521	102.00	102.00	11/11/2022	INV	PD	BUSINESS CARDS-BEEBE,
CHECK DATE: 11/08/2022										
					317.00					
103870 DIVERSIFIED PLUMBING AND HEATING INC										
34520		10/10/2022	110822	344522	2,145.00	2,145.00	11/10/2022	INV	PD	RPZ TESTING FOR IRR SY
CHECK DATE: 11/08/2022										
34564		10/14/2022	110822	344522	495.00	495.00	11/14/2022	INV	PD	WTP RPZ TESTING
CHECK DATE: 11/08/2022										
					2,640.00					
110906 DONATELLE, JAKE										
10012317		10/14/2022	110822	344523	536.49	536.49	11/14/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110916 EIZENHOEFER, NATHANIAL										
36760		10/14/2022	110822	344524	100.14	100.14	11/14/2022	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE: 11/08/2022										
100592 ELECTRIC PUMP INC										
0074537-IN		10/13/2022	110822	344525	2,300.00	2,300.00	11/13/2022	INV	PD	LIFT STATION INSPECTIO
CHECK DATE: 11/08/2022										
110104 RALNY FALLS VENTURES LLC										
410		09/29/2022	110822	344526	16.00	16.00	09/29/2022	INV	PD	FF GEAR REPAIR
CHECK DATE: 11/08/2022										
414		09/29/2022	110822	344526	244.00	244.00	10/29/2022	INV	PD	FF GEAR DECON
CHECK DATE: 11/08/2022										
428		10/25/2022	110822	344526	499.00	499.00	11/25/2022	INV	PD	FF GEAR DECON
CHECK DATE: 11/08/2022										
429		10/25/2022	110822	344526	562.00	562.00	11/25/2022	INV	PD	FF GEAR DECON
CHECK DATE: 11/08/2022										
430		10/25/2022	110822	344526	757.00	757.00	11/25/2022	INV	PD	FF GEAR DECON
CHECK DATE: 11/08/2022										
431		10/25/2022	110822	344526	509.00	509.00	11/25/2022	INV	PD	FF GEAR DECON
CHECK DATE: 11/08/2022										
					2,587.00					
102657 ENERGY MANAGEMENT SOLUTIONS INC										
10518		11/01/2022	110822	344527	7,327.00	7,327.00	12/06/2022	INV	PD	NOV RETAINER FEE
CHECK DATE: 11/08/2022										
104594 ESP INC										
012585		10/10/2022	110822	344528	918.00	918.00	11/10/2022	INV	PD	FD Fire Sys Monitor/Te
CHECK DATE: 11/08/2022										
105728 FIDELITY SECURITY LIFE INSURANCE COMPANY										
165506223		10/22/2022	110122	344466	756.22	756.22	11/30/2022	INV	PD	NOV EMP INS PREM-VISIO
CHECK DATE: 11/01/2022										
110568 KIRI ANN FAUL										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1269		09/01/2022	110822	344529	650.00	650.00	10/31/2022	INV	PD	Pre Employment - Ferna
CHECK DATE: 11/08/2022										
100649 FEDERAL EXPRESS CORPORATION										
7-919-63494		10/19/2022	110122	344467	334.82	334.82	11/19/2022	INV	PD	ELECTRIC SHIPPING
CHECK DATE: 11/01/2022										
100653 FERGUSON ENTERPRISES INC										
9623310		10/10/2022	110822	344530	325.68	325.68	11/10/2022	INV	PD	FAUCET & SUPPLY LINES-
CHECK DATE: 11/08/2022										
9642970		10/17/2022	110822	344530	2,045.04	2,045.04	11/17/2022	INV	PD	TOOLS
CHECK DATE: 11/08/2022										
9642970-1		10/21/2022	110822	344530	379.99	379.99	11/21/2022	INV	PD	TOOLS
CHECK DATE: 11/08/2022										
9651324		10/17/2022	110822	344530	628.43	628.43	11/17/2022	INV	PD	TOOLS
CHECK DATE: 11/08/2022										
					3,379.14					
100658 FERGUSON WATERWORKS										
0503204		10/06/2022	110822	344531	718.80	718.80	11/06/2022	INV	PD	HYDRANT PARTS
CHECK DATE: 11/08/2022										
105222 FIRESIDE HEARTH & HOME										
FP22-10076		10/31/2022	110822	344532	95.00	95.00	11/30/2022	INV	PD	REFUND FIREPLACE PERMI
CHECK DATE: 11/08/2022						PAYEE: FIRESIDE HEARTH & HOME				
100693 FS3 INC										
80452	220196	10/17/2022	110822	344533	1,499.76	1,499.76	11/16/2022	INV	PD	12 = CONDUIT ELBW 4-90
CHECK DATE: 11/08/2022										
100699 PLAYCORE WISCONSIN INC										
PJI-0196023		10/21/2022	110822	344534	2,302.72	2,302.72	11/21/2022	INV	PD	EAST CREEK CANYON
CHECK DATE: 11/08/2022										
110914 GARCIA ARAGON, KARLA										
36529		10/14/2022	110822	344535	32.27	32.27	11/14/2022	INV	PD	METER DEPOSIT REFUND-2
CHECK DATE: 11/08/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110270 GARTNER REFRIGERATION INC										
12448713		10/24/2022	110822	344536	5,309.65	5,309.65	11/24/2022	INV	PD	Compressor overhaul-Cu
CHECK DATE: 11/08/2022										
100707 GEAR FOR SPORTS										
41966369		10/26/2022	110822	344537	597.73	597.73	11/26/2022	INV	PD	Curling Resale-UA L/S
CHECK DATE: 11/08/2022										
100718 GENZ-RYAN										
M22-10226		10/14/2022	110822	344538	203.13	203.13	11/14/2022	INV	PD	RFD MECHANICAL PERMIT-
CHECK DATE: 11/08/2022										
M22-10228		10/14/2022	110822	344538	203.13	203.13	11/14/2022	INV	PD	RFD MECHANICAL PERMIT-
CHECK DATE: 11/08/2022										
M22-10229		10/14/2022	110822	344538	203.13	203.13	11/14/2022	INV	PD	RFD MECHANICAL PERMIT-
CHECK DATE: 11/08/2022										
M22-10230		10/14/2022	110822	344538	203.13	203.13	11/14/2022	INV	PD	RFD MECHANICAL PERMIT-
CHECK DATE: 11/08/2022										
M22-10268		10/14/2022	110822	344538	203.13	203.13	11/14/2022	INV	PD	RFD MECHANICAL PERMIT-
CHECK DATE: 11/08/2022										
M22-10269		10/14/2022	110822	344538	203.13	203.13	11/14/2022	INV	PD	RFD MECHANICAL PERMIT-
CHECK DATE: 11/08/2022										
M22-10270		10/14/2022	110822	344538	203.13	203.13	11/14/2022	INV	PD	RFD MECHANICAL PERMIT-
CHECK DATE: 11/08/2022										
M22-10271		10/14/2022	110822	344538	203.13	203.13	11/14/2022	INV	PD	RFD MECHANICAL PERMIT-
CHECK DATE: 11/08/2022										
M22-10272		10/14/2022	110822	344538	203.13	203.13	11/14/2022	INV	PD	RFD MECHANICAL PERMIT-
CHECK DATE: 11/08/2022										
M22-10273		10/14/2022	110822	344538	203.13	203.13	11/14/2022	INV	PD	RFD MECHANICAL PERMIT-
CHECK DATE: 11/08/2022										
					2,031.30					
102556 GF JEDLICKI INC										
111722		08/24/2022	110822	344539	8,351.38	8,351.38	11/26/2022	INV	PD	MCKNIGHT WETLAND MODIF
CHECK DATE: 11/08/2022										
111723		08/24/2022	110822	344539	6,608.62	6,608.62	11/26/2022	INV	PD	MCKNIGHT WETLAND MODIF
CHECK DATE: 11/08/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
106901 INFLECTION.COM INC					14,960.00					
CIT02939053 CHECK DATE: 11/08/2022		10/31/2022	110822	344540	205.00	205.00	11/30/2022	INV	PD	OCT BACKGROUND CHECKS
101463 GOPHER STATE ONE CALL										
2100285 CHECK DATE: 11/08/2022		10/31/2022	110822	344541	723.60	723.60	11/30/2022	INV	PD	OCTOBER LOCATES
100759 WW GRAINGER INC										
9471270158 CHECK DATE: 11/08/2022		10/07/2022	110822	344542	185.04	185.04	11/06/2022	INV	PD	HVAC BELTS-CURLING CTR
9489583717 CHECK DATE: 11/08/2022		10/24/2022	110822	344542	167.62	167.62	11/23/2022	INV	PD	BATTERIES FOR EXIT SIG
100758 GRAYBAR ELECTRIC COMPANY INC					352.66					
9329191059 CHECK DATE: 11/08/2022	220195	10/17/2022	110822	344543	634.02	634.02	11/17/2022	INV	PD	12 = CONDUIT ELBOW 4"
9329278004 CHECK DATE: 11/08/2022		10/21/2022	110822	344543	407.52	407.52	11/21/2022	INV	PD	N/S PVC COUPLERS 2", 3
110901 GROVER, DARRYL					1,041.54					
10002791 CHECK DATE: 11/08/2022		10/14/2022	110822	344544	111.74	111.74	11/14/2022	INV	PD	CREDIT BALANCE REFUND-
110937 HAHO COMPANIES LLC										
193805513-1 CHECK DATE: 11/08/2022		10/28/2022	110822	344545	93,737.92	93,737.92	11/30/2022	INV	PD	2nd & Pine Pkg Lot Ret
110905 HALL, GRACE										
10006748 CHECK DATE: 11/08/2022		10/14/2022	110822	344546	72.38	72.38	11/14/2022	INV	PD	CREDIT BALANCE REFUND-
100810 HAWKINS INC										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6312682		10/15/2022	110822	344547	10.00	10.00	11/29/2022	INV	PD	DEMURRAGE
CHECK DATE: 11/08/2022										
6325027		10/27/2022	110822	344547	5,520.73	5,520.73	12/11/2022	INV	PD	WTP CHEMICALS
CHECK DATE: 11/08/2022										
					5,530.73					
110922 HBRE										
1089 SYMPHONY LN		10/17/2022	110822	344548	1,500.00	1,500.00	11/17/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 11/08/2022										
100821 HEALTHPARTNERS INC										
116143784		10/10/2022	110322	344474	7,479.60	7,479.60	10/31/2022	INV	PD	NOV EMP INS PREM-DENTA
CHECK DATE: 11/03/2022										
110461 HEARTLAND BUSINESS SYSTEMS LLC										
554807-H		10/17/2022	110822	344549	1,410.30	1,410.30	11/16/2022	INV	PD	Contract hours for net
CHECK DATE: 11/08/2022										
110938 HEDRINGTON, ZACH										
2012450.002		10/31/2022	110822	344550	30.00	30.00	11/30/2022	INV	PD	RFD YOUTH BASEBALL
CHECK DATE: 11/08/2022						PAYEE: HEDRINGTON, ZACH				
100841 HERMANS LANDSCAPE SUPPLIES										
450432/1		10/14/2022	110822	344551	357.00	357.00	11/14/2022	INV	PD	BLACK DIRT-TC
CHECK DATE: 11/08/2022										
100859 HOISINGTON KOEGLER GROUP INC										
022-024-4		10/13/2022	110822	344552	1,112.50	1,112.50	11/14/2022	INV	PD	DT BUSINESS ENTRANCE D
CHECK DATE: 11/08/2022										
022-029-5		10/14/2022	110822	344552	960.00	960.00	11/14/2022	INV	PD	SEP PLANNING SERVICES
CHECK DATE: 11/08/2022										
022-043-2		10/14/2022	110822	344552	967.50	967.50	11/14/2022	INV	PD	ZONING CODE AUDIT 2022
CHECK DATE: 11/08/2022										
022-046-1		10/13/2022	110822	344552	4,500.00	4,500.00	11/13/2022	INV	PD	SEP CITY SQUARE PARK
CHECK DATE: 11/08/2022										
					7,540.00					
106151 HOLT TOUR AND CHARTER INC										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
47340		10/18/2022	110822	344553	850.00	850.00	11/18/2022	INV	PD	Transportation-St. Clo
CHECK DATE: 11/08/2022										
48329		09/27/2022	110822	344553	900.00	900.00	11/18/2022	INV	PD	Transportation-Treasur
CHECK DATE: 11/08/2022										
					1,750.00					
100878 HUEBSCH										
84176/OCT2022		10/31/2022	110822	344554	1,528.19	1,528.19	11/10/2022	INV	PD	OCT RUG/MAT SVC
CHECK DATE: 11/08/2022										
108162 HYDRO-DESIGNS INC										
0069252-IN		10/26/2022	110822	344555	680.96	680.96	11/26/2022	INV	PD	OCT RPZ TEST MGMT
CHECK DATE: 11/08/2022										
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP										
2022/1021-ICMA		10/21/2022	102522	344453	7,245.90	7,245.90	10/21/2022	INV	PD	102122 Payroll - 457 &
CHECK DATE: 10/25/2022										
104751 IMPACT MAILING OF MINNESOTA INC										
202553		11/01/2022	110822	344681	9,586.90	9,586.90	11/30/2022	INV	PD	Oct Bills
CHECK DATE: 11/08/2022										
202564		11/01/2022	110822	344681	1,325.68	1,325.68	11/30/2022	INV	PD	Oct Reminders
CHECK DATE: 11/08/2022										
202566		10/21/2022	110822	344681	602.01	602.01	11/21/2022	INV	PD	Oct Finals
CHECK DATE: 11/08/2022										
					11,514.59					
108039 INDIGO SIGNWORKS INC										
94299		10/26/2022	110822	344556	475.00	475.00	11/25/2022	INV	PD	TAGS FOR FF LOCKERS, M
CHECK DATE: 11/08/2022										
100925 INTOXIMETERS INC										
718629		10/18/2022	110822	344557	110.95	110.95	11/08/2022	INV	PD	PBT repair
CHECK DATE: 11/08/2022										
719344		10/27/2022	110822	344557	605.00	605.00	11/27/2022	INV	PD	PBT for new Tahoe/Squa
CHECK DATE: 11/08/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					715.95					
110176 JAYTECH INC										
221946		08/24/2022	110122	344468	432.60	432.60	10/27/2022	INV	PD	WATER TREATMENT FOR BO
CHECK DATE: 11/01/2022										
110935 JESKA, MOLLY										
2012436.002		10/25/2022	110822	344558	500.00	500.00	11/25/2022	INV	PD	REFUND PERMIT CHARGES-
CHECK DATE: 11/08/2022						PAYEE: JESKA, MOLLY				
108948 AUDRANN INC										
1390249		10/18/2022	110822	344559	27.63	27.63	12/02/2022	INV	PD	FUSE TESTERS
CHECK DATE: 11/08/2022										
1390614		10/19/2022	110822	344559	270.98	270.98	12/03/2022	INV	PD	HVAC BELTS FOR MSB
CHECK DATE: 11/08/2022										
1390614-01		10/24/2022	110822	344559	60.27	60.27	12/08/2022	INV	PD	HVAC BELTS FOR MSB
CHECK DATE: 11/08/2022										
1390614-02		10/24/2022	110822	344559	11.34	11.34	12/08/2022	INV	PD	HVAC BELTS FOR MSB
CHECK DATE: 11/08/2022										
1390891		10/20/2022	110822	344559	332.96	332.96	12/04/2022	INV	PD	HVAC BELTS, HEATING VA
CHECK DATE: 11/08/2022										
1391352		10/28/2022	110822	344559	172.76	172.76	12/12/2022	INV	PD	EXHAUST BLOWER FOR WES
CHECK DATE: 11/08/2022										
					875.94					
107614 KIESLER POLICE SUPPLY INC										
SI103151		10/28/2022	110822	344560	1,235.00	1,235.00	11/28/2022	INV	PD	Pepperball/accessories
CHECK DATE: 11/08/2022										
110349 KILLMER ELECTRIC CO INC										
193805234-4&5/FINAL		09/28/2022	110822	344561	34,906.41	34,906.41	11/18/2022	INV	PD	OAK ST STORM WATER PUM
CHECK DATE: 11/08/2022										
101002 KLM ENGINEERING INC										
9242		10/28/2022	110822	344562	3,100.00	3,100.00	11/28/2022	INV	PD	BAVARIA TOWER INSPECTI
CHECK DATE: 11/08/2022										
109954 KRUEGER EXCAVATING INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4595		07/15/2022	110822	344563	118,803.96	118,803.96	08/15/2022	INV	PD	Bavaria Shores Dr Stor
CHECK DATE: 11/08/2022										
101024 KUSTOM SIGNALS INC										
597620		10/10/2022	110822	344564	2,737.63	2,737.63	11/09/2022	INV	PD	RADAR SIGN FOR BAVARIA
CHECK DATE: 11/08/2022										
110931 LAND, SIGNE										
31441		10/28/2022	110822	344565	140.04	140.04	11/28/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
110236 LANDMARK BUILDERS INC										
3133 CLOVER RIDGE DR		11/02/2022	110822	344566	2,500.00	2,500.00	12/02/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 11/08/2022										
3135 CLOVER RIDGE DR		11/02/2022	110822	344566	2,500.00	2,500.00	12/02/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 11/08/2022										
3137 CLOVER RIDGE DR		11/02/2022	110822	344566	2,500.00	2,500.00	12/02/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 11/08/2022										
3139 CLOVER RIDGE DR		11/02/2022	110822	344566	2,500.00	2,500.00	12/02/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 11/08/2022										
3141 CLOVER RIDGE DR		11/02/2022	110822	344566	2,500.00	2,500.00	12/02/2022	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 11/08/2022										
					12,500.00					
101043 LANO EQUIPMENT INC										
01-947758		10/13/2022	110822	344567	97.82	97.82	11/13/2022	INV	PD	#123 COVER, AIR CLEANE
CHECK DATE: 11/08/2022										
01-948184		10/14/2022	110822	344567	408.22	408.22	11/14/2022	INV	PD	#123 AIR FILTER PRE-CL
CHECK DATE: 11/08/2022										
					506.04					
100940 LANO, JULIE										
106919		10/13/2022	110822	344568	298.13	298.13	11/28/2022	INV	PD	MILEAGE-MN CRIME PREV
CHECK DATE: 11/08/2022										
110930 LAXEN, WILLIAM										
10006911		10/28/2022	110822	344569	189.43	189.43	11/28/2022	INV	PD	CREDIT BALANCE REFUND-

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 11/08/2022										
10006911-2		10/28/2022	110822	344569	244.37	244.37	11/28/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
					433.80					
101057 LEAGUE OF MINNESOTA CITIES										
10002436-CLOSE OUT		10/20/2022	110822	344570	64,959.00	64,959.00	11/20/2022	INV	PD	W/C RETRO CLOSE OUT 20
CHECK DATE: 11/08/2022										
101071 LENZEN CHEVROLET BUICK INC										
85834		10/17/2022	110822	344571	866.21	866.21	11/17/2022	INV	PD	#203 PARK BUMPER
CHECK DATE: 11/08/2022										
85865		10/21/2022	110822	344571	123.48	123.48	11/21/2022	INV	PD	#203 BUMPER BRACKET
CHECK DATE: 11/08/2022										
					989.69					
108385 LEVELWEAR INC										
390173-S1		10/11/2022	110822	344572	82.14	82.14	11/10/2022	INV	PD	RESALE
CHECK DATE: 11/08/2022										
110932 LIMSTROM, KEITH										
37264		10/28/2022	110822	344573	100.00	100.00	11/28/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
101097 LOCATORS & SUPPLIES INC										
0303414-IN		10/17/2022	110822	344574	221.77	221.77	11/18/2022	INV	PD	WINTER GLOVES
CHECK DATE: 11/08/2022										
0303483-IN		10/19/2022	110822	344574	221.78	221.78	11/19/2022	INV	PD	WINTER GLOVES
CHECK DATE: 11/08/2022										
					443.55					
110118 LOCKRIDGE GRINDAL NAUEN PLLP										
11843		09/01/2022	110822	344575	3,333.33	3,333.33	11/20/2022	INV	PD	Sep Lobbyist for City
CHECK DATE: 11/08/2022										
14248		10/01/2022	110822	344575	3,333.33	3,333.33	11/13/2022	INV	PD	Oct Lobbyist for City
CHECK DATE: 11/08/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					6,666.66					
103842 LOCAL GOVERNMENT INFORMATION SYSTEMS										
52762		10/01/2022	110822	344576	804.00	804.00	10/31/2022	INV	PD	OCT SA SUPPORT
CHECK DATE: 11/08/2022										
105139 LUBE TECH AND PARTNERS LLC										
3047643		10/20/2022	110822	344577	185.00	185.00	11/19/2022	INV	PD	USED OIL PICKUP
CHECK DATE: 11/08/2022										
3049722		10/24/2022	110822	344577	55.00	55.00	11/23/2022	INV	PD	USED OIL FILTERS EMPTY
CHECK DATE: 11/08/2022										
3055751		10/31/2022	110822	344577	1,288.59	1,288.59	11/30/2022	INV	PD	HYDRAULIC OIL FOR #142
CHECK DATE: 11/08/2022										
3055752		10/31/2022	110822	344577	307.16	307.16	11/30/2022	INV	PD	GREASE FOR GREASING EQ
CHECK DATE: 11/08/2022										
					1,835.75					
105710 MACQUEEN EMERGENCY GROUP										
P07444		10/18/2022	110822	344578	97.38	97.38	11/18/2022	INV	PD	RETRACTABLE LANYARD RE
CHECK DATE: 11/08/2022										
101124 MACQUEEN EQUIPMENT										
P45354		10/13/2022	110822	344579	391.31	391.31	11/13/2022	INV	PD	#142 WHEEL & BRAKE PAR
CHECK DATE: 11/08/2022										
110865 MANAGERPLUS SOLUTIONS LP										
2020-18817.1		10/19/2022	110822	344580	12,100.00	12,100.00	11/18/2022	INV	PD	FLEET MAINT SOFTWARE
CHECK DATE: 11/08/2022										
104521 MANGOLD GROUP LLC										
7366		10/31/2022	110822	344581	2,160.00	2,160.00	11/30/2022	INV	PD	OCT MT PLEASANT MAINTE
CHECK DATE: 11/08/2022										
101168 MELCHERT HUBERT SJODIN PLLP										
163962		10/13/2022	110822	344582	386.90	386.90	11/20/2022	INV	PD	COUNCIL MTGS
CHECK DATE: 11/08/2022										
163963		10/13/2022	110822	344582	2,041.40	2,041.40	11/20/2022	INV	PD	ELECTRIC DEPARTMENT
CHECK DATE: 11/08/2022										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
163964		10/13/2022	110822	344582	715.35	715.35	11/20/2022	INV	PD	HWY 41 DT REDEVELOPMEN
CHECK DATE: 11/08/2022										
163966		10/13/2022	110822	344582	1,292.65	1,292.65	11/20/2022	INV	PD	212 INDUSTRIAL-CITY LA
CHECK DATE: 11/08/2022										
163967		10/13/2022	110822	344582	564.75	564.75	11/20/2022	INV	PD	ENSCONCED WOODS
CHECK DATE: 11/08/2022										
163968		10/13/2022	110822	344582	263.55	263.55	11/20/2022	INV	PD	RIVERTOWN HEIGHTS
CHECK DATE: 11/08/2022										
163969		10/13/2022	110822	344582	1,260.00	1,260.00	11/20/2022	INV	PD	CCC LEASES
CHECK DATE: 11/08/2022										
163970		10/13/2022	110822	344582	753.00	753.00	11/20/2022	INV	PD	HAZELTINE PLAZA
CHECK DATE: 11/08/2022										
163971		10/13/2022	110822	344582	125.50	125.50	11/20/2022	INV	PD	OAK CREEK
CHECK DATE: 11/08/2022										
164096		10/13/2022	110822	344582	3,174.05	3,174.05	11/20/2022	INV	PD	GENERAL FUND, AMI
CHECK DATE: 11/08/2022										
164097		10/13/2022	110822	344582	4,238.70	4,238.70	11/20/2022	INV	PD	PLANNING & ZONING
CHECK DATE: 11/08/2022										
164098		10/13/2022	110822	344582	9,726.25	9,726.25	11/20/2022	INV	PD	UNITED PROPERTIES-COST
CHECK DATE: 11/08/2022										
164099		10/13/2022	110822	344582	326.30	326.30	11/20/2022	INV	PD	401 HICKORY-WEST CREEK
CHECK DATE: 11/08/2022										
					24,868.40					
101183 METROPOLITAN COUNCIL										
OCT 2022 SAC		10/31/2022	110822	344583	489,569.85	489,569.85	11/30/2022	INV	PD	OCT SAC CHARGES
CHECK DATE: 11/08/2022										
101187 METRO SALES INC										
INV2140612		10/10/2022	110822	344584	1,064.34	1,064.34	11/09/2022	INV	PD	Ricoh C6000 color
CHECK DATE: 11/08/2022										
INV2144049		10/17/2022	110822	344584	136.00	136.00	11/16/2022	INV	PD	Ricoh MP C3003 Color
CHECK DATE: 11/08/2022										
INV2144584		10/17/2022	110822	344584	1,361.63	1,361.63	11/17/2022	INV	PD	QTRLY PRINTER CONTRACT
CHECK DATE: 11/08/2022										
INV2146612		10/19/2022	110822	344584	309.72	309.72	11/18/2022	INV	PD	NOV FD COPIER
CHECK DATE: 11/08/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INV2146670		10/19/2022	110822	344584	616.58	616.58	11/18/2022	INV	PD	RICOH/MP C3003 COLOR C
CHECK DATE: 11/08/2022										
INV2148663		10/24/2022	110822	344584	122.00	122.00	11/23/2022	INV	PD	NOV FD COPIER
CHECK DATE: 11/08/2022										
					3,610.27					
102688 MINNESOTA STATE COLLEGES AND UNIVERSITIES										
50903		09/30/2022	110122	344469	333.00	333.00	11/01/2022	INV	PD	4 HR Drivers Safety Cl
CHECK DATE: 11/01/2022										
50904		10/27/2022	110822	344585	259.00	259.00	11/27/2022	INV	PD	4 HR Drivers Safety -
CHECK DATE: 11/08/2022										
					592.00					
104056 AQUA LOGIC INC										
101322		10/13/2022	110822	344586	29,883.00	29,883.00	11/13/2022	INV	PD	DRIVING RANGE IMPROVEM
CHECK DATE: 11/08/2022										
101196 MID COUNTY COOP #122622										
55706		10/12/2022	102022	344449	722.55	722.55	11/30/2022	INV	PD	146 GLS DIESEL-TC
CHECK DATE: 10/20/2022										
55707		10/12/2022	102022	344449	519.70	519.70	11/30/2022	INV	PD	136 GLS GAS-TC
CHECK DATE: 10/20/2022										
					1,242.25					
101199 MID COUNTY COOP #122665										
13165		09/13/2022	110822	344587	78.32	78.32	11/08/2022	INV	PD	#328 TIRE REPAIR
CHECK DATE: 11/08/2022										
110941 MIDDENDORF, FRED										
2012461.002		11/01/2022	110822	344588	500.00	500.00	12/01/2022	INV	PD	RFD DAMAGE DEPOSIT-WED
CHECK DATE: 11/08/2022						PAYEE: MIDDENDORF, FRED				
110902 MILLER, STEVE										
10002987		10/14/2022	110822	344589	474.44	474.44	11/14/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
101217 MINNESOTA CHILD SUPPORT PMT CTR										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
PR102122001510208001		10/21/2022	102522	344454	184.58	184.58	10/21/2022	INV	PD	102122 Payroll - Child
CHECK DATE: 10/25/2022										
101229 MINNESOTA DEPT OF EMPLOYMENT										
33	220005	11/01/2022	110822	344590	2,433.64	2,433.64	11/15/2022	INV	PD	FORMACOAT LLC LOAN REP
CHECK DATE: 11/08/2022										
101247 MINNESOTA MUNICIPAL UTILITIES ASSN										
60206		10/13/2022	110822	344591	1,687.50	1,687.50	11/12/2022	INV	PD	JOB TRAINING/SAFETY PR
CHECK DATE: 11/08/2022										
104601 MINNESOTA PLAYGROUND INC										
106384		10/18/2022	110822	344592	2,733.47	2,733.47	11/18/2022	INV	PD	CHRISTMAS IN MAY-1552
CHECK DATE: 11/08/2022										
2022515		10/25/2022	110822	344592	14,952.00	14,952.00	11/25/2022	INV	PD	EAST CREEK CANYON INST
CHECK DATE: 11/08/2022										
					17,685.47					
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE										
107050711/OCT22		10/27/2022	110322	344475	868.44	868.44	11/22/2022	INV	PD	OCT ST LITES-TOWN COUR
CHECK DATE: 11/03/2022										
107051510/OCT22		10/21/2022	110322	344475	35.06	35.06	11/16/2022	INV	PD	OCT 82ND ST & HWY 41 S
CHECK DATE: 11/03/2022										
778320601/OCT22		10/21/2022	110322	344475	101.87	101.87	11/16/2022	INV	PD	OCT CHEVALLE LIFT STAT
CHECK DATE: 11/03/2022										
778377500/SEP22		10/07/2022	102722	344460	52.17	52.17	11/02/2022	INV	PD	SEP 12500 CTY RD 11 SI
CHECK DATE: 10/27/2022										
778377800/SEP22		10/07/2022	102722	344460	35.86	35.86	11/02/2022	INV	PD	SEP 4250 ENGLER BLVD S
CHECK DATE: 10/27/2022										
778377900/SEP22		10/07/2022	102722	344460	35.35	35.35	11/02/2022	INV	PD	SEP 4100 ENGLER BLVD S
CHECK DATE: 10/27/2022										
780272000/OCT22		10/21/2022	110322	344475	10.89	10.89	11/16/2022	INV	PD	OCT CHEVALLE IRRIGATIO
CHECK DATE: 11/03/2022										
781385500/SEP22		10/07/2022	110322	344475	10.51	10.51	11/02/2022	INV	PD	SEP 4463 CTY RD 44
CHECK DATE: 11/03/2022										
					1,150.15					
105308 MINNESOTA VALLEY UTILITY SERVICES LLC										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1341		09/08/2022	110122	344470	3,185.09	3,185.09	10/08/2022	INV	PD	SUBSTATION MAINTENANCE
CHECK DATE: 11/01/2022										
101334 STATE OF MINNESOTA										
2022/1024-UP		10/24/2022	102722	344461	32,279.81	32,279.81	11/01/2022	INV	PD	2022 UNCLAIMED PROPERT
CHECK DATE: 10/27/2022										
101341 MINNESOTA DEPT OF LABOR & INDUSTRY										
OCTOBER0190352022		10/31/2022	110822	344593	4,397.24	4,397.24	11/30/2022	INV	PD	OCT PERMIT SURCHARGES
CHECK DATE: 11/08/2022										
105853 MOR GOLF AND UTILITY INC										
35774		10/12/2022	110822	344594	129.99	129.99	11/12/2022	INV	PD	CART PARTS
CHECK DATE: 11/08/2022										
35913		10/19/2022	110822	344594	33.66	33.66	11/19/2022	INV	PD	CART REPAIR PART
CHECK DATE: 11/08/2022										
					163.65					
101318 MORAVIAN CARE FOUNDATION										
106276		10/12/2022	110822	344595	2,000.00	2,000.00	11/12/2022	INV	PD	CCC TREE DECORATION-SP
CHECK DATE: 11/08/2022										
103588 MINNESOTA STATE FIRE CHIEFS ASSOCIATION										
4614		09/29/2022	110822	344596	325.00	325.00	10/29/2022	INV	PD	CONF REG-GRAVALIN
CHECK DATE: 11/08/2022										
101353 MTD COMMUNICATIONS INC										
10506		10/27/2022	110822	344597	900.00	900.00	11/27/2022	INV	PD	TC ADVERTISING
CHECK DATE: 11/08/2022										
101356 MTI DISTRIBUTING INC #31380										
1348621-03		10/21/2022	110822	344598	37.65	37.65	11/21/2022	INV	PD	#233 REAR AXLE DRAIN P
CHECK DATE: 11/08/2022										
106657 MUNICIPAL ASSET MANAGEMENT INC										
01132022M11		10/13/2022	102722	344462	4,983.31	4,983.31	11/13/2022	INV	PD	CCC FITNESS EQUIP LEAS
CHECK DATE: 10/27/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110911 MUSA, AHMED										
10003345		10/14/2022	110822	344599	67.40	67.40	11/14/2022	INV	PD	METER DEPOSIT REFUND-4
CHECK DATE: 11/08/2022										
110054 NAGEL COMPANIES LLC										
202417		10/20/2022	110822	344600	2,985.00	2,985.00	11/19/2022	INV	PD	WO#12765 HWY41/61 DWNT
CHECK DATE: 11/08/2022										
101364 SHELLY NAHAN										
106350		10/17/2022	110822	344601	492.00	492.00	11/20/2022	INV	PD	Babysitting 101-Carver
CHECK DATE: 11/08/2022										
101365 STAR GROUP LLC										
4472/SEP2022		09/30/2022	102022	344450	3,596.35	3,596.35	10/10/2022	INV	PD	SEP PARTS & SUPPLIES
CHECK DATE: 10/20/2022										
101253 BUSINESS PLANNING CONCEPTS INC										
383600112022		10/01/2022	110122	344471	176.00	176.00	11/10/2022	INV	PD	NOV PERA LIFE PREMIUMS
CHECK DATE: 11/01/2022										
102654 NORTH AMERICAN SAFETY INC										
INV69634		10/14/2022	110822	344602	104.90	104.90	11/14/2022	INV	PD	SAFETY CLOTHES
CHECK DATE: 11/08/2022										
INV70022		10/24/2022	110822	344602	46.00	46.00	11/24/2022	INV	PD	SAFETY GLOVES
CHECK DATE: 11/08/2022										
					150.90					
101425 NORTHERN SAFETY TECHNOLOGY INC										
54669		10/17/2022	110822	344603	60.09	60.09	11/16/2022	INV	PD	#270 STROBE LIGHT FAST
CHECK DATE: 11/08/2022										
101437 NUSS EQUIPMENT GROUP LLC										
4727148P		10/20/2022	110822	344604	77.19	77.19	11/20/2022	INV	PD	#115 FANBELT FOR PLOW
CHECK DATE: 11/08/2022										
4727157P		10/21/2022	110822	344604	77.19	77.19	11/21/2022	INV	PD	#115 FAN BELT FOR PLOW
CHECK DATE: 11/08/2022										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					154.38					
105035 RED BEARD LLC										
2212		10/15/2022	110822	344605	2,640.00	2,640.00	11/15/2022	INV	PD	FALL SCRAMBLE MEALS
CHECK DATE: 11/08/2022										
2213		10/29/2022	110822	344605	1,848.00	1,848.00	11/29/2022	INV	PD	1 PERSON SCRAMBLE MEAL
CHECK DATE: 11/08/2022										
					4,488.00					
110924 MARIA OCHOA SCHINDLER										
106375		10/21/2022	110822	344606	150.00	150.00	10/31/2022	INV	PD	Zumba for Latin Music
CHECK DATE: 11/08/2022										
110570 ODP BUSINESS SOLUTIONS LLC										
269560624001		10/13/2022	110822	344608	57.99	57.99	11/18/2022	INV	PD	Cleaners, disinfectant
CHECK DATE: 11/08/2022										
269562126001		10/13/2022	110822	344608	39.78	39.78	11/18/2022	INV	PD	Pads of paper
CHECK DATE: 11/08/2022										
269708217001		10/13/2022	110822	344608	103.39	103.39	11/18/2022	INV	PD	Styrofoam drinking cup
CHECK DATE: 11/08/2022										
270103189001-1		10/03/2022	110822	344607	49.14	49.14	11/05/2022	INV	PD	Coffee for the breakro
CHECK DATE: 11/08/2022										
270103189001-2		10/03/2022	110822	344607	24.47	24.47	11/05/2022	INV	PD	Pens for the work room
CHECK DATE: 11/08/2022										
270111684001		10/01/2022	110822	344607	121.05	121.05	11/05/2022	INV	PD	Insulated cups for the
CHECK DATE: 11/08/2022										
271122409001-1		10/11/2022	110822	344607	7.99	7.99	11/12/2022	INV	PD	Wall Calendar for Anne
CHECK DATE: 11/08/2022										
271122409001-2		10/11/2022	110822	344607	33.58	33.58	11/12/2022	INV	PD	Calendars for Denise a
CHECK DATE: 11/08/2022										
271122409001-3		10/11/2022	110822	344607	14.39	14.39	11/12/2022	INV	PD	Calendar for Kelly S
CHECK DATE: 11/08/2022										
271122409001-4		10/11/2022	110822	344607	22.78	22.78	11/12/2022	INV	PD	Calendars for Ann L
CHECK DATE: 11/08/2022										
271122409001-5		10/11/2022	110822	344607	85.98	85.98	11/12/2022	INV	PD	Copy Paper for the wor
CHECK DATE: 11/08/2022										
272201236001		10/06/2022	110822	344607	24.99	24.99	11/05/2022	INV	PD	2 sided wall calendar-

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 11/08/2022										
272201557001-1		10/06/2022	110822	344607	15.57	15.57	11/05/2022	INV	PD	Desk Pad Calendars-Bld
CHECK DATE: 11/08/2022										
272201557001-2		10/06/2022	110822	344607	15.95	15.95	11/05/2022	INV	PD	5 tab index tabs for t
CHECK DATE: 11/08/2022										
					617.05					
101465 ON SITE SANITATION INC										
0001430618		10/29/2022	110822	344609	172.00	172.00	11/28/2022	INV	PD	TOWN COURSE MAINTENANC
CHECK DATE: 11/08/2022										
0001430619		10/29/2022	110822	344609	172.00	172.00	11/28/2022	INV	PD	TOWN COURSE
CHECK DATE: 11/08/2022										
					344.00					
104668 OPTUM BANK INC										
0001368451		10/14/2022	110822	344610	572.00	572.00	11/13/2022	INV	PD	3RD QTR HSA FEES
CHECK DATE: 11/08/2022										
107912 WHITNEY PANKONIN ZAPPA										
106191		10/07/2022	110822	344611	18.76	18.76	11/12/2022	INV	PD	MILEAGE-APA CONF-BLOOM
CHECK DATE: 11/08/2022										
110908 PEARSON, BRIANNA										
31842		10/14/2022	110822	344612	317.14	317.14	11/14/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
110913 PEREZ, BEATRIZ										
35812		10/14/2022	110822	344613	51.50	51.50	11/14/2022	INV	PD	METER DEPOSIT REFUND-3
CHECK DATE: 11/08/2022										
101543 PLUNKETTS PEST CONTROL INC										
7761163		10/06/2022	110822	344614	67.06	67.06	11/06/2022	INV	PD	FD PEST CONTROL
CHECK DATE: 11/08/2022										
106326 POVOLNY SPECIALTIES INC										
48090		10/24/2022	110822	344615	1,960.00	1,960.00	11/23/2022	INV	PD	IRRIGATION CABINET FOR
CHECK DATE: 11/08/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101557 POWER SYSTEM ENGINEERING INC										
9044007		10/18/2022	110822	344616	1,540.00	1,540.00	11/18/2022	INV	PD	MISC PLANNING & ENG FO
CHECK DATE: 11/08/2022										
110929 PRAIRIE MACHINES INC										
10005029		10/28/2022	110822	344617	39.60	39.60	11/28/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
101571 PREMIUM WATERS INC										
417080-08-22		08/31/2022	102722	344463	133.50	133.50	09/30/2022	INV	PD	WATER-TC CLUBHOUSE
CHECK DATE: 10/27/2022										
417080-09-22		09/30/2022	102722	344463	79.17	79.17	10/31/2022	INV	PD	WATER-TC CLUBHOUSE
CHECK DATE: 10/27/2022										
					212.67					
101576 FORNER ENTERPRISES INC										
20226342		10/26/2022	110822	344618	629.00	629.00	11/26/2022	INV	PD	Squad 1226 Graphics
CHECK DATE: 11/08/2022										
101595 QUALITY HEATING & AIR SERVICES INC										
M22-10389		10/21/2022	110822	344619	97.50	97.50	11/21/2022	INV	PD	RFD MECHANICAL PERMIT-
CHECK DATE: 11/08/2022										
103055 QUALITY PROPANE INC										
1992491		10/10/2022	110822	344620	91.91	91.91	11/10/2022	INV	PD	Zamboni LP Gas
CHECK DATE: 11/08/2022										
2086629		10/24/2022	110822	344620	109.46	109.46	11/26/2022	INV	PD	Zamboni LP Gas
CHECK DATE: 11/08/2022										
					201.37					
107855 STAPLES INC										
28312371-1		10/12/2022	110822	344621	22.77	22.77	11/11/2022	INV	PD	White duck tape for el
CHECK DATE: 11/08/2022										
28312371-2		10/12/2022	110822	344621	81.12	81.12	11/11/2022	INV	PD	Spoons for forks for b
CHECK DATE: 11/08/2022										
28312371-3		10/12/2022	110822	344621	21.99	21.99	11/11/2022	INV	PD	Envelopes for the work
CHECK DATE: 11/08/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
28312444-1		10/12/2022	110822	344621	46.15	46.15	11/11/2022	INV	PD	Cups for the breakroom
CHECK DATE: 11/08/2022										
28312444-2		10/12/2022	110822	344621	7.40	7.40	11/11/2022	INV	PD	Self sticky notes
CHECK DATE: 11/08/2022										
28426303		10/18/2022	110822	344622	279.52	279.52	11/17/2022	INV	PD	OFFICE SUPPLIES
CHECK DATE: 11/08/2022										
28428067-1		10/18/2022	110822	344621	134.97	134.97	11/17/2022	INV	PD	Batteries, badge holde
CHECK DATE: 11/08/2022										
28428067-2		10/18/2022	110822	344621	70.97	70.97	11/17/2022	INV	PD	Coffee and Swiss Miss
CHECK DATE: 11/08/2022										
28439660		10/19/2022	110822	344622	23.29	23.29	11/18/2022	INV	PD	OFFICE SUPPLIES
CHECK DATE: 11/08/2022										
28441183		10/19/2022	110822	344622	7.69	7.69	11/18/2022	INV	PD	OFFICE SUPPLIES
CHECK DATE: 11/08/2022										
					695.87					
101684 R & R SPECIALTIES OF WISCONSIN INC										
0076910-IN		10/12/2022	110822	344623	150.55	150.55	11/12/2022	INV	PD	Zamboni Hot Water Fill
CHECK DATE: 11/08/2022										
0076923-IN		10/12/2022	110822	344623	290.10	290.10	11/12/2022	INV	PD	Zamboni Wash Water Imp
CHECK DATE: 11/08/2022										
0077032-IN		10/21/2022	110822	344623	110.00	110.00	11/21/2022	INV	PD	Zamboni Blade Sharpeni
CHECK DATE: 11/08/2022										
					550.65					
110909 RAINWATER, SARAH										
31977		10/14/2022	110822	344624	40.88	40.88	11/14/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
101616 RDO EQUIPMENT COMPANY										
P0192103		10/18/2022	110822	344625	215.20	215.20	11/18/2022	INV	PD	#715 TRENCHER BLOCK HE
CHECK DATE: 11/08/2022										
P2200301		10/19/2022	110822	344625	60.52	60.52	11/19/2022	INV	PD	#142 FUEL FILTER
CHECK DATE: 11/08/2022										
P2200401		10/19/2022	110822	344625	22.76	22.76	11/19/2022	INV	PD	#142 ENGINE COMPONANT-
CHECK DATE: 11/08/2022										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					298.48					
101631 REINDERS INC										
1924633-00		08/31/2022	110822	344626	-241.99	-241.99	12/31/2022	CRM	PD	BASF EOP REBATE PROGRA
CHECK DATE: 11/08/2022										
1927998-00		10/20/2022	110822	344626	-4,089.17	-4,089.17	05/31/2023	CRM	PD	SYNGENTA EOP 2021 REBA
CHECK DATE: 11/08/2022										
3091809-00		10/18/2022	110822	344626	9,341.49	9,341.49	11/17/2022	INV	PD	TC CHEMICALS-FUNGICIDE
CHECK DATE: 11/08/2022										
					5,010.33					
101657 RITA VANNETT PHOTOGRAPHY INC										
5857		09/27/2022	110822	344627	3,217.00	3,217.00	11/01/2022	INV	PD	Department photos-PD
CHECK DATE: 11/08/2022										
107697 RIVERS EDGE CONCRETE LLC										
7004317		10/06/2022	110822	344628	1,111.00	1,111.00	11/06/2022	INV	PD	CONCRETE FOR ATHLETIC
CHECK DATE: 11/08/2022										
102948 ROAD MACHINERY & SUPPLIES CO										
S2595701		10/18/2022	110822	344629	111.26	111.26	11/18/2022	INV	PD	#717 JUMPING JACK TAMP
CHECK DATE: 11/08/2022										
S2653601		10/31/2022	110822	344629	176.37	176.37	11/30/2022	INV	PD	#85 CARBURETOR FOR TRE
CHECK DATE: 11/08/2022										
					287.63					
101668 ROBBS ELECTRIC INC										
42708		10/03/2022	110822	344630	843.75	843.75	11/03/2022	INV	PD	WO# 12911 ST LT WIRE H
CHECK DATE: 11/08/2022										
42764		10/14/2022	110822	344630	125.00	125.00	11/14/2022	INV	PD	WO#12765 DWNTWN RECON
CHECK DATE: 11/08/2022										
					968.75					
101669 ROBERT HALF TECHNOLOGY										
60911629		10/18/2022	110822	344631	1,416.69	1,416.69	11/18/2022	INV	PD	BLDG INSP TEMP-KLEHR W
CHECK DATE: 11/08/2022										
60937172		10/24/2022	110822	344631	1,331.69	1,331.69	11/24/2022	INV	PD	BLDG INSP TEMP-KLEHR W
CHECK DATE: 11/08/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
60975026		10/31/2022	110822	344631	1,352.30	1,352.30	11/30/2022	INV	PD	BLDG INSP TEMP-KLEHR W
CHECK DATE: 11/08/2022										
					4,100.68					
101673 ROCHESTER MIDLAND CORP										
INV00347632		10/25/2022	110822	344632	24.24	24.24	11/24/2022	INV	PD	FIREMAN'S PARK
CHECK DATE: 11/08/2022										
110917 RYAN, EMMA										
36764		10/14/2022	110822	344633	77.44	77.44	11/14/2022	INV	PD	METER DEPOSIT REFUND-3
CHECK DATE: 11/08/2022										
110903 RYAN, JASON										
10003022		10/14/2022	110822	344634	315.93	315.93	11/14/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
110923 SAFETY VEHICLE SOLUTIONS										
2137		09/08/2022	110822	344635	2,892.75	2,892.75	10/11/2022	INV	PD	#323 Setup Labor+INTER
CHECK DATE: 11/08/2022										
101703 SALVATION ARMY										
SEP/22 HS		10/15/2022	110822	344636	131.00	131.00	11/15/2022	INV	PD	SEP HEAT SHARE CONTRIB
CHECK DATE: 11/08/2022										
101738 SCHILLING SUPPLY COMPANY										
890991-00		10/10/2022	110822	344637	3,468.75	3,468.75	11/10/2022	INV	PD	Cleaning Supplies-CCC
CHECK DATE: 11/08/2022										
110919 SCHMIEG, CYNTHIA										
37257		10/14/2022	110822	344638	68.44	68.44	11/14/2022	INV	PD	METER DEPOSIT REFUND-3
CHECK DATE: 11/08/2022										
110928 SCHWAPPACH, LARRY D										
10010664		10/28/2022	110822	344639	201.72	201.72	11/28/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
10010664-2		10/28/2022	110822	344639	48.28	48.28	11/28/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
10010664-3		10/28/2022	110822	344639	174.90	174.90	11/28/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
					424.90					
101744 SCOTT COUNTY TREASURER										
IN28812		10/05/2022	110822	344640	450.00	450.00	11/05/2022	INV	PD	Department Range Train
CHECK DATE: 11/08/2022										
IN28892		11/01/2022	110822	344640	675.00	675.00	11/28/2022	INV	PD	Department Range Train
CHECK DATE: 11/08/2022										
					1,125.00					
110904 SEAY, SUE										
10006213		10/14/2022	110822	344641	309.78	309.78	11/14/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
110915 SEGLER, JULIE										
36653		10/14/2022	110822	344642	62.03	62.03	11/14/2022	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE: 11/08/2022										
101760 SENTRY SYSTEMS INC										
780293		11/01/2022	110822	344643	219.30	219.30	11/11/2022	INV	PD	QTRLY CLUBHOUSE MONITO
CHECK DATE: 11/08/2022										
103545 SEWER SERVICES INC										
I11718		10/27/2022	110822	344644	488.99	488.99	11/27/2022	INV	PD	1 LOAD PUMPED
CHECK DATE: 11/08/2022										
104416 KELBRO COMPANY										
2817372		09/20/2022	110822	344645	758.22	758.22	11/28/2022	INV	PD	ICE MACHINE MAINT
CHECK DATE: 11/08/2022										
2825385		10/15/2022	110822	344645	384.75	384.75	11/14/2022	INV	PD	OAK 19 ICE MACHINE REN
CHECK DATE: 11/08/2022										
					1,142.97					
104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC										
121983009-001		08/02/2022	110822	344646	2,514.00	2,514.00	10/21/2022	INV	PD	HERBICIDE FOR CITY PAR
CHECK DATE: 11/08/2022										
123019205-001		09/01/2022	110822	344646	292.26	292.26	10/21/2022	INV	PD	EAST CREEK CANYON PARK

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 11/08/2022										
124521658-001		10/19/2022	110822	344646	574.31	574.31	11/19/2022	INV	PD	IRRIGATION SUPPLIES FO
CHECK DATE: 11/08/2022										
124769536-001		10/27/2022	110822	344646	1,342.50	1,342.50	11/15/2022	INV	PD	SNOWMOLD PROTECTION
CHECK DATE: 11/08/2022										
					4,723.07					
106596 SIWEK LUMBER JORDAN INC										
60515		10/19/2022	110822	344647	892.80	892.80	11/19/2022	INV	PD	POSTS FOR PARK SIGN AT
CHECK DATE: 11/08/2022										
110920 SNABB, SALLY										
2012390.002		10/12/2022	110822	344648	55.00	55.00	11/12/2022	INV	PD	REFUND TRAIL OF FUN AD
CHECK DATE: 11/08/2022						PAYEE: SNABB, SALLY				
101891 ST PAUL STAMP WORKS INC										
IV00535252		10/14/2022	110822	344649	207.94	207.94	11/14/2022	INV	PD	Dog Tags
CHECK DATE: 11/08/2022										
101850 STANTEC CONSULTING SERVICES INC										
1988310		10/11/2022	110822	344650	543.00	543.00	11/11/2022	INV	PD	JUL/AUG-MSA
CHECK DATE: 11/08/2022										
1988315		10/11/2022	110822	344650	10,619.50	10,619.50	11/11/2022	INV	PD	JUL/AUG-RECORD PLAN/BA
CHECK DATE: 11/08/2022										
1988318		10/11/2022	110822	344650	14,769.00	14,769.00	11/11/2022	INV	PD	JUL/AUG-SE COLLECTOR
CHECK DATE: 11/08/2022										
1988321		10/11/2022	110822	344650	1,403.75	1,403.75	11/11/2022	INV	PD	JUL/AUG-ENG DEPT ASSIS
CHECK DATE: 11/08/2022										
1988322		10/11/2022	110822	344650	208.50	208.50	11/11/2022	INV	PD	JUL/AUG-2020 DT RECONS
CHECK DATE: 11/08/2022										
1988323		10/11/2022	110822	344650	18,170.68	18,170.68	11/11/2022	INV	PD	JUL/AUG-PAR 30 GOLF CO
CHECK DATE: 11/08/2022										
1988326		10/11/2022	110822	344650	73.50	73.50	11/11/2022	INV	PD	JUL/AUG-STORMWATER REV
CHECK DATE: 11/08/2022										
1988327		10/11/2022	110822	344650	480.00	480.00	11/11/2022	INV	PD	JUL/AUG-STORMWATER REV
CHECK DATE: 11/08/2022										
1988328		10/11/2022	110822	344650	4,128.00	4,128.00	11/11/2022	INV	PD	JUL/AUG-STORMWATER REV

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 11/08/2022										
1988331		10/11/2022	110822	344650	3,813.75	3,813.75	11/11/2022	INV	PD	JUL/AUG-STORMWATER REV
CHECK DATE: 11/08/2022										
1988332		10/11/2022	110822	344650	3,143.75	3,143.75	11/11/2022	INV	PD	JUL/AUG-STORMWATER REV
CHECK DATE: 11/08/2022										
1988333		10/11/2022	110822	344650	144.00	144.00	11/11/2022	INV	PD	JUL/AUG-STORMWATER REV
CHECK DATE: 11/08/2022										
1988334		10/11/2022	110822	344650	7,509.75	7,509.75	11/11/2022	INV	PD	JUL/AUG-STORMWATER REV
CHECK DATE: 11/08/2022										
1988336		10/11/2022	110822	344650	1,168.03	1,168.03	11/11/2022	INV	PD	JUL/AUG-2021 DT RECONS
CHECK DATE: 11/08/2022										
1988337		10/11/2022	110822	344650	7,233.00	7,233.00	11/11/2022	INV	PD	JUL/AUG-WELLS 4,5,6,8
CHECK DATE: 11/08/2022										
1988338		10/11/2022	110822	344650	8,843.12	8,843.12	11/11/2022	INV	PD	JUL/AUG-CLOVER RIDGE D
CHECK DATE: 11/08/2022										
1988342		10/11/2022	110822	344650	7,772.50	7,772.50	11/11/2022	INV	PD	JUL/AUG-WELL 7 WTP
CHECK DATE: 11/08/2022										
1988345		10/11/2022	110822	344650	81,840.46	81,840.46	11/11/2022	INV	PD	JUL/AUG-2022 DT RECONS
CHECK DATE: 11/08/2022										
1988346		10/11/2022	110822	344650	2,377.00	2,377.00	11/11/2022	INV	PD	JUL/AUG-HUNDERTMARK EL
CHECK DATE: 11/08/2022										
1988347		10/11/2022	110822	344650	9,542.13	9,542.13	11/11/2022	INV	PD	JUL/AUG-MCKNIGHT WETLA
CHECK DATE: 11/08/2022										
1988348		10/11/2022	110822	344650	3,574.25	3,574.25	11/11/2022	INV	PD	JUL/AUG-BRIDGE INSPECT
CHECK DATE: 11/08/2022										
1988401		10/11/2022	110822	344650	1,689.50	1,689.50	11/11/2022	INV	PD	JUL/AUG-2ND & PINE PKG
CHECK DATE: 11/08/2022										
1989541		10/11/2022	110822	344650	138,926.48	138,926.48	11/11/2022	INV	PD	JUL/AUG-CREEK RD TRUNK
CHECK DATE: 11/08/2022										
1989581		10/11/2022	110822	344650	2,234.45	2,234.45	11/11/2022	INV	PD	JUL/AUG-CREEK RD L2723
CHECK DATE: 11/08/2022										
1991940		10/17/2022	110822	344650	18,203.00	18,203.00	11/17/2022	INV	PD	JUL/AUG-GENERAL ENGINE
CHECK DATE: 11/08/2022										
					348,411.10					
110200 STERICYCLE INC										
8002551247		10/18/2022	110822	344651	122.91	122.91	11/17/2022	INV	PD	Shredding-PD

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 11/08/2022										
101888 STREICHERS										
I1594161		10/10/2022	110822	344652	63.98	63.98	11/10/2022	INV	PD	Rodriguez-Initial Issu
CHECK DATE: 11/08/2022										
I1594207		10/10/2022	110822	344652	38.99	38.99	11/10/2022	INV	PD	Reinhardt-Embroidery-D
CHECK DATE: 11/08/2022										
I1594350		10/11/2022	110822	344652	258.65	258.65	11/16/2022	INV	PD	Duty hats, insignia's-
CHECK DATE: 11/08/2022										
I1595338		10/14/2022	110822	344652	309.89	309.89	11/16/2022	INV	PD	Department tourniquets
CHECK DATE: 11/08/2022										
I1595488		10/17/2022	110822	344652	24.00	24.00	11/20/2022	INV	PD	Zachman-Embroidery
CHECK DATE: 11/08/2022										
I1595489		10/17/2022	110822	344652	86.00	86.00	11/20/2022	INV	PD	Zachman-Alterations
CHECK DATE: 11/08/2022										
I1595911		10/19/2022	110822	344652	23.98	23.98	11/19/2022	INV	PD	Rodriguez-Initial Issu
CHECK DATE: 11/08/2022										
					805.49					
101892 STUART C IRBY CO										
S013243630.001	220197	10/17/2022	110822	344653	19,690.00	19,690.00	11/16/2022	INV	PD	5500 = COND UD ALUM 4/
CHECK DATE: 11/08/2022										
S013243675.001	220201	10/17/2022	110822	344653	19,690.00	19,690.00	11/16/2022	INV	PD	5500 = COND UD ALUM 4/
CHECK DATE: 11/08/2022										
S013243676.001	220198	10/17/2022	110822	344653	9,845.00	9,845.00	11/16/2022	INV	PD	2750 = COND ALUM UD 4/
CHECK DATE: 11/08/2022										
S013244073.001	220200	10/17/2022	110822	344653	17,926.14	17,926.14	11/16/2022	INV	PD	5482 = COND UD ALUM 1/
CHECK DATE: 11/08/2022										
S013244086.001	220199	10/17/2022	110822	344653	8,963.07	8,963.07	11/16/2022	INV	PD	2741 = COND UD ALUM /
CHECK DATE: 11/08/2022										
S013257068.001	220202	10/26/2022	110822	344653	6,940.00	6,940.00	11/25/2022	INV	PD	2000 = COND UD ALUM 4/
CHECK DATE: 11/08/2022										
					83,054.21					
103677 SUN LIFE ASSURANCE COMPANY OF CANADA										
237741/NOV22		11/01/2022	110122	344472	4,832.69	4,832.69	11/30/2022	INV	PD	NOV EMP LIFE INS PREM
CHECK DATE: 11/01/2022										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101925 TALLMAN EQUIPMENT CO INC										
3334138		10/04/2022	110822	344654	128.08	128.08	11/03/2022	INV	PD	PENTA WRENCHS
CHECK DATE: 11/08/2022										
110933 TEVIK, SCOTT										
10015162		10/28/2022	110822	344655	203.00	203.00	11/28/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
100757 THE GRAPHIC EDGE LLC										
1630729		10/17/2022	110822	344656	253.00	253.00	11/16/2022	INV	PD	Adult Kickball T-Shirt
CHECK DATE: 11/08/2022										
1632896		10/26/2022	110822	344656	863.00	863.00	11/25/2022	INV	PD	Youth Sports - Basketb
CHECK DATE: 11/08/2022										
1637988		10/25/2022	110822	344656	1,244.79	1,244.79	11/24/2022	INV	PD	Park and Rec Staff Shi
CHECK DATE: 11/08/2022										
1639861		10/31/2022	110822	344656	31.96	31.96	11/30/2022	INV	PD	Youth Basketball-Addit
CHECK DATE: 11/08/2022										
					2,392.75					
109940 THE HUNTINGTON NATIONAL BANK										
7961485		10/12/2022	102022	344451	284.93	284.93	11/03/2022	INV	PD	FD EQUIP LEASE PYMT 41
CHECK DATE: 10/20/2022										
110925 LISA MURPHY										
106980		10/27/2022	110822	344657	250.00	250.00	11/27/2022	INV	PD	entertainment at Carve
CHECK DATE: 11/08/2022										
101964 PMT EMBROIDERY LLC										
19327		10/21/2022	110822	344658	381.00	381.00	11/21/2022	INV	PD	BLD INSP SHIRTS
CHECK DATE: 11/08/2022										
104908 TIMESAVER OFF SITE SECRETARIAL INC										
M27678		10/14/2022	110822	344659	154.00	154.00	11/14/2022	INV	PD	Planning 10/12 minutes
CHECK DATE: 11/08/2022										
M27713		10/31/2022	110822	344659	381.00	381.00	11/30/2022	INV	PD	COUNCIL 10/3, 10/17 MI
CHECK DATE: 11/08/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					535.00					
101966 TK ELEVATOR CORPORATION										
3006837216		10/01/2022	110822	344660	310.00	310.00	11/01/2022	INV	PD	Oct CCC Elevator Servi
CHECK DATE: 11/08/2022										
110934 THE TORO COMPANY										
965605-2022		09/21/2022	110822	344661	166.00	166.00	11/27/2022	INV	PD	IRRIGATON SERVICE CONT
CHECK DATE: 11/08/2022										
101983 TOTAL CONTROL SYSTEMS INC										
10400		10/26/2022	110822	344662	19,122.39	19,122.39	11/26/2022	INV	PD	HSP #2 VFD REPLACEMENT
CHECK DATE: 11/08/2022										
10401		10/26/2022	110822	344662	2,178.11	2,178.11	11/26/2022	INV	PD	WTP CHEMICAL PUMP RELA
CHECK DATE: 11/08/2022										
					21,300.50					
102028 TWIN CITY WATER CLINIC INC										
18159		10/10/2022	110822	344663	100.00	100.00	11/09/2022	INV	PD	HUNDERTMARK TOWER 1ST
CHECK DATE: 11/08/2022										
18166		10/11/2022	110822	344663	100.00	100.00	11/10/2022	INV	PD	HUNDERTMARK TOWER 2ND
CHECK DATE: 11/08/2022										
					200.00					
110053 TX CHILD SUPPORT SDU										
PR1021220012725283		10/21/2022	102522	344455	147.69	147.69	10/21/2022	INV	PD	102122 Payroll - Child
CHECK DATE: 10/25/2022										
107745 US BANK NATIONAL ASSOCIATION										
485358436		10/22/2022	102722	344464	439.53	439.53	11/15/2022	INV	PD	CCC COLOR COPIER LEASE
CHECK DATE: 10/27/2022										
104522 US FOODS INC										
4926129		10/15/2022	110822	344664	81.27	81.27	11/14/2022	INV	PD	SOAP-TC
CHECK DATE: 11/08/2022										
5974209		10/26/2022	110822	344664	176.34	176.34	11/25/2022	INV	PD	SEP OAK 19 DISH MACHIN
CHECK DATE: 11/08/2022										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					257.61					
107687 UNIVERSAL PROTECTION SERVICE LP										
13259860		09/15/2022	110822	344665	201.03	201.03	10/15/2022	INV	PD	Event Ctr Security+INT
CHECK DATE: 11/08/2022										
13283705		09/22/2022	110822	344665	305.64	305.64	10/22/2022	INV	PD	Event Ctr Security
CHECK DATE: 11/08/2022										
13307248		09/29/2022	110822	344665	292.91	292.91	10/29/2022	INV	PD	Event Ctr Security
CHECK DATE: 11/08/2022										
13347014		10/06/2022	110822	344665	178.29	178.29	11/06/2022	INV	PD	Event Ctr Security
CHECK DATE: 11/08/2022										
13378197		10/13/2022	110822	344665	152.82	152.82	11/13/2022	INV	PD	Event Ctr Security
CHECK DATE: 11/08/2022										
13405106		10/20/2022	110822	344665	299.27	299.27	11/20/2022	INV	PD	Event Ctr Security
CHECK DATE: 11/08/2022										
					1,429.96					
104248 VALLEY RICH CO INC										
31300		09/18/2022	110822	344666	19,788.00	19,788.00	11/14/2022	INV	PD	LYMAN/MICHAEL FOODS EM
CHECK DATE: 11/08/2022										
110910 VAN GUILDER, MADYLIN										
10012954		10/14/2022	110822	344667	8.82	8.82	11/14/2022	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 11/08/2022										
107413 VENUWORKS OF BURNSVILLE LLC										
107013		11/01/2022	110822	344668	1,296.00	1,296.00	12/01/2022	INV	PD	Lunch@Ames Center(Chur
CHECK DATE: 11/08/2022										
110799 VERIZON CONNECT FLEET USA LLC										
386000032162		11/01/2022	110322	344476	279.20	279.20	12/01/2022	INV	PD	Data Processing - GPS
CHECK DATE: 11/03/2022										
CEDIT9043600		09/06/2022	110322	344476	-158.72	-158.72	11/19/2022	CRM	PD	Credit for August Bill
CHECK DATE: 11/03/2022										
					120.48					
102102 VERIZON WIRELESS										
9918884466		10/23/2022	110322	344477	572.04	572.04	11/15/2022	INV	PD	OCT CRADLEPOINTS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 11/03/2022										
110731 VIKING PAINTING LLC										
J06540-002R		09/29/2022	110822	344669	1,002,345.00	1,002,345.00	11/17/2022	INV	PD	HUNDERTMARK WATER TOWE
CHECK DATE: 11/08/2022										
110936 WABASH CAPITAL FARMS										
30.2040080		10/27/2022	110822	344670	7,974.24	7,974.24	11/27/2022	INV	PD	Refund tax paid on out
CHECK DATE: 11/08/2022										
102133 WAGNER PRESS & GRAPHICS										
35814		10/19/2022	110822	344671	95.00	95.00	11/08/2022	INV	PD	Counter card easel bac
CHECK DATE: 11/08/2022										
35845		10/20/2022	110822	344671	38.00	38.00	11/20/2022	INV	PD	Business cards-Krista
CHECK DATE: 11/08/2022										
					133.00					
102146 WATER SPECIALTY OF MINNESOTA INC										
12826		10/25/2022	110822	344672	2,214.65	2,214.65	11/25/2022	INV	PD	Pool Chemicals
CHECK DATE: 11/08/2022										
110926 KREG WERNER										
416 CHESTNUT-HWY 41		10/09/2022	110322	344478	5,000.00	5,000.00	11/09/2022	INV	PD	REIMB APPRAISAL-KD PRO
CHECK DATE: 11/03/2022										
102166 WESCO DISTRIBUTION INC										
127647		10/11/2022	110822	344673	43.99	43.99	11/11/2022	INV	PD	HARD HAT VISORS
CHECK DATE: 11/08/2022										
138447		10/31/2022	110822	344673	588.00	588.00	11/30/2022	INV	PD	1/2" STAINLESS BOLTS
CHECK DATE: 11/08/2022										
					631.99					
110788 WEX HEALTH INC										
0001611541-IN		09/30/2022	102022	344452	200.00	200.00	10/30/2022	INV	PD	SEP VEBA PARTICIPANT F
CHECK DATE: 10/20/2022										
102174 WHEELER HARDWARE COMPANY										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
SPI133524		09/02/2022	110822	344674	77.30	77.30	11/02/2022	INV	PD	TOWER KEY +INTEREST
CHECK DATE: 11/08/2022										
SPI133525		09/02/2022	110822	344674	398.00	398.00	10/02/2022	INV	PD	TOWER RE-KEY +INTEREST
CHECK DATE: 11/08/2022										
SPI134889		10/12/2022	110822	344674	412.46	412.46	11/11/2022	INV	PD	MCKNIGHT PARK RE-KEY
CHECK DATE: 11/08/2022										
102189 WM MUELLER & SONS					887.76					
280371		08/31/2022	110822	344675	362.70	362.70	09/25/2022	INV	PD	VALVE DIG NORTHGATE +I
CHECK DATE: 11/08/2022										
282188		10/18/2022	110822	344675	160.82	160.82	11/25/2022	INV	PD	TOP DRESS SAND ATHLETI
CHECK DATE: 11/08/2022										
282189		10/18/2022	110822	344675	187.00	187.00	11/25/2022	INV	PD	LAKE GRACE TRAIL BRIDG
CHECK DATE: 11/08/2022										
282300		10/20/2022	110822	344675	448.29	448.29	11/25/2022	INV	PD	PATCHES FOR SEWER REPA
CHECK DATE: 11/08/2022										
282539		10/27/2022	110822	344675	959.00	959.00	11/25/2022	INV	PD	SAVANNA OAKS PARK DRAI
CHECK DATE: 11/08/2022										
102220 XIGENT SOLUTIONS LLC					2,117.81					
84612		10/05/2022	110822	344676	4,701.00	4,701.00	11/09/2022	INV	PD	OCT RECOVERY SVC
CHECK DATE: 11/08/2022										
84613		10/05/2022	110822	344676	13,914.69	13,914.69	11/09/2022	INV	PD	OCT SUPPORT SVC
CHECK DATE: 11/08/2022										
84614		10/05/2022	110822	344676	1,778.44	1,778.44	11/09/2022	INV	PD	OCT VULNERABILITY SVC
CHECK DATE: 11/08/2022										
110790 JACLYN YEGO					20,394.13					
106280		10/01/2022	110822	344677	300.00	300.00	11/04/2022	INV	PD	Trail of Fun Facepaint
CHECK DATE: 11/08/2022										
110921 YUSUF, MARYAM										
2012401.002		10/12/2022	110822	344678	20.00	20.00	11/12/2022	INV	PD	REFUND TRAIL OF FUN AD
CHECK DATE: 11/08/2022						PAYEE: YUSUF, MARYAM				

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102226 ZARNOTH BRUSH WORKS INC										
0191392-IN CHECK DATE: 11/08/2022		10/13/2022	110822	344679	2,044.00	2,044.00	11/13/2022	INV	PD	GUTTER BROOMS-ELGIN SW
102231 ZIEGLER INC										
CM000099487 CHECK DATE: 11/08/2022		10/12/2022	110822	344680	-4.14	-4.14	11/12/2022	CRM	PD	UNIT #141 A/C O-RINGS
IN000735569 CHECK DATE: 11/08/2022		10/18/2022	110822	344680	882.75	882.75	11/18/2022	INV	PD	AIR COMPRESSOR RENTAL
IN000741625 CHECK DATE: 11/08/2022		10/21/2022	110822	344680	454.35	454.35	11/21/2022	INV	PD	AIR COMPRESSOR RENTAL
465 INVOICES					3,081,337.81					

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

VENDOR INVOICE LIST

Electronic Payments

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
105243 ALERUS FINANCIAL										
C130853 CHECK DATE: 10/20/2022		10/06/2022	102022-3	3445	115.50	115.50	10/20/2022	DIR	PD	SEP PARTICIPANT FEES
100385 CHASKA FIRE DEPT RELIEF ASSN										
2022/9-CFDRA CHECK DATE: 10/21/2022		10/21/2022	102122-2	3449	13,237.45	13,237.45	10/21/2022	DIR	PD	SEP-22 FIRE RELIEF ASS
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY										
106324 CHECK DATE: 10/24/2022		10/21/2022	102422	3452	6,630.74	6,630.74	10/24/2022	DIR	PD	102122 Payroll - HCSP
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY										
106325 CHECK DATE: 10/24/2022		10/21/2022	102422	3453	850.00	850.00	10/24/2022	DIR	PD	102122 Payroll - MNDCP
110382 ENTERPRISE FM TRUST										
FBN4575204 CHECK DATE: 10/20/2022		10/05/2022	WIRE_001	3442	9,161.92	9,161.92	10/20/2022	DIR	PD	OCT FLEET LEASES
101756 MII LIFE INCORPORATED										
16255951 CHECK DATE: 10/21/2022		10/07/2022	102122-3	3450	171.00	171.00	10/21/2022	DIR	PD	OCT FSA PARTICIPANT FE
40397258 CHECK DATE: 10/19/2022		10/18/2022	101922	3437	416.68	416.68	10/19/2022	DIR	PD	10/19/22 FSA REIMB-DAY
40404196 CHECK DATE: 10/26/2022		10/25/2022	102622	3455	2,707.42	2,707.42	10/26/2022	DIR	PD	10/26/22 FSA REIMB-HEA
40410813 CHECK DATE: 11/02/2022		11/01/2022	110222	3458	1,428.03	1,428.03	11/02/2022	DIR	PD	11/2/22 REIMB HEALTHCA
					4,723.13					
100927 INTERNAL REVENUE SERVICE										
106318 CHECK DATE: 10/21/2022		10/21/2022	102122	3446	160,140.37	160,140.37	10/21/2022	DIR	PD	102122 Payroll - SS, M
101346 MINNESOTA COMMISSIONER OF REVENUE										

Report generated: 11/03/2022 13:59
User: 8482mrob
Program ID: apinvlst

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2022/0930-CC		09/30/2022	101922	3440	16,581.23	16,581.23	10/19/2022	DIR	PD	SEP-22 CARVER CTY TRAN
CHECK DATE: 10/19/2022										
2022/0930-SLS/UB		09/30/2022	101922	3438	214,658.74	214,658.74	10/19/2022	DIR	PD	SEP-22 GEN/UB SALES TA
CHECK DATE: 10/19/2022										
2022/0930-USE		09/30/2022	101922	3439	3,295.17	3,295.17	10/19/2022	DIR	PD	SEP-22 USE TAX
CHECK DATE: 10/19/2022										
					234,535.14					
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES										
106319		10/21/2022	102422	3451	31,728.49	31,728.49	10/24/2022	DIR	PD	102122 Payroll - MN St
CHECK DATE: 10/24/2022										
101249 MINNESOTA MUNICIPAL POWER AGENCY										
3745		10/05/2022	WIRE_001	3441	3,850,885.01	3,850,885.01	10/20/2022	DIR	PD	SEP ELEC SVC W/ EV CRE
CHECK DATE: 10/20/2022										
101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM)										
106320		10/21/2022	102122	3447	15,482.43	15,482.43	10/21/2022	DIR	PD	102122 Payroll - 457 C
CHECK DATE: 10/21/2022										
106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM)										
106323		10/21/2022	102122	3448	5,152.58	5,152.58	10/21/2022	DIR	PD	102122 Payroll - Roth
CHECK DATE: 10/21/2022										
104668 OPTUM BANK INC										
106322		10/20/2022	102022-2	3444	16,026.01	16,026.01	10/20/2022	DIR	PD	102122 Payroll - HSA C
CHECK DATE: 10/20/2022										
106323		10/31/2022	WIRE_001	3457	308.22	308.22	11/01/2022	DIR	PD	10312022 One Time Cont
CHECK DATE: 11/01/2022										
					16,334.23					
101498 PCARD										
2022/1012-PC		10/12/2022	WIRE_001	3456	115,403.18	115,403.18	10/18/2022	DIR	PD	OCT 2022 PCARD PURCHAS
CHECK DATE: 10/18/2022										
101525 PITNEY BOWES POSTAGE										
2022/1019-PB		10/19/2022	WIRE_001	3443	1,200.00	1,200.00	10/20/2022	DIR	PD	10/19/22 REPLENISH POS
CHECK DATE: 10/20/2022										

Report generated: 11/03/2022 13:59
User: 8482mrob
Program ID: apinvlst

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
109689 PLANSOURCE BENEFITS ADMINISTRATION INC										
OCT2022		10/10/2022	101422	3436	4,414.64	4,414.64	10/14/2022	DIR	PD	OCT INS PREM-LTD/CI/AC
CHECK DATE: 10/14/2022										
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION										
106321		10/21/2022	102422	3454	116,325.07	116,325.07	10/24/2022	DIR	PD	102122 Payroll - PERA
CHECK DATE: 10/25/2022										
					116,325.07					
23 INVOICES					4,586,319.88					

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

Biweekly Report

November 7, 2022

By:

Matt Podhradsky

COUNCIL MEETING/WORK SESSION SCHEDULE

Below is a list of the upcoming Council Meetings and Work Sessions to plan for over the next several weeks:

November 7th: We will have a Work Session from 5:30-7 on this night to go over Budget discussions on our Utility Enterprise Funds, including Electric, Storm Water, Water and Sewer. Following the meeting we will have a regular Council meeting.

November 17th: We will be having a special Council meeting at this time to canvass the City Election results. Please let me know if you are unable to attend this as we do need to get this completed by the end of that week and do need a quorum.

November 21st: We will have a Work Session from 5:30-7 on this night to go over the Budget Discussions from our Recreational Enterprise Funds. We will for sure be going through our Town Course and Curling/Event Center Budgets and will potentially be going through our CCC budget that night as well. If we do not get through the CCC budget presentation, we will do that prior to the December 5th meeting at a Work Session. We will have a regular meeting to follow.

December 5th: If we do not get through the CCC Budget at the meeting on November 21st, then we would have a Work Session from 5:45-7 pm prior to our regular Council meeting to discuss. We will have a regular meeting to follow, with this being our annual Truth in Taxation Meeting required as part of our annual tax levy setting process.

December 19th: At this point, we are not planning on having a Work Session prior to the regular Council meeting. This meeting will include not only going through the planning items coming back to Council but also will have us setting our 2023 final budget and tax levy.

If you have any questions, or are unable to attend, please let me know.

ELECTIONS REMINDER

As a reminder, next Tuesday November 8th is General Election Day for 2022. The polls will open on that day at 7 am and will stay open until 8 pm. The results for the election are typically posted by Carver County between 9-10 pm that same night. Going up to election day, Carver County will continue to have early voting opportunities both on Saturday from 10 am-3

pm, and again on Monday during regular business hours at the Court House. All absentee ballots need to be returned to the County Election's Office by 3 pm on election day.

Staff has everything ready to go for elections, including all election judges all trained in. A big thank you to Denise Beebe and her team for all the hard work they put into having a smooth election process. Their work is truly appreciated!

Please let me know if you have any questions as we come up to Election Day.

2022 State of the City Address

The Southwest Area Chamber of Commerce will once again be using their November General Membership meeting to host the State of the City addresses for all Mayors from Carver, Victoria, Chaska, and Chanhassen. This event will take place on Wednesday, November 16th from 11:30-1 and will be held at the Event Center in Fireman's Park.

As the Mayor once again has the annual project voting meeting for the Transportation Advisory Board (TAB) at the same time, we will once again be having our Mayor Pro Tem provide this address. This year's address will be provided by Mayor Pro Tem Hubbard.

If you are interested in attending this event, please let me know so we can get you signed up. We also need to know how many Council members will be there in case there is a quorum, and we would need to notice this meeting. If you could let me or Elise know by Wednesday, November 9th if you are planning on attending, we would greatly appreciate it. This is one of the Chamber's best attended business meetings of the year and is always good to hear what is happening in each of our surrounding cities.

2023 TRANSPORTATION ADVISORY BOARD RECOMMENDATIONS

As I mentioned above, the reason the Mayor will not be able to be at the Chamber's State of the City Address on the 16th is because TAB (of which the Mayor is a member) will be having their annual meeting to make recommendations to the full Met Council on what transportation projects to recommend receive funding through the Regional Transportation Solicitation process. This is a key meeting in the year, and most times the full Met Council takes the recommendation of the TAB and uses it as a basis for their funding decisions.

One local project that looks like it has a good chance of making it this year is the funding of the trail section down Engler Boulevard from Park Ridge Drive (Community Center) down to the entrance to the Ravine Trail System to the east of the CCC and down the hill where it crosses our Ravine Trail System. For years, this has been one of the largest gaps in our trail system as many people use the CCC as a trailhead facility and want to get into our Ravine Trail System to utilize it. Currently, people making this connection need to go along the shoulder of the road, which neither feels safe or provides a comfortable level of separation between people and vehicular traffic on the road. This is a section of trail we have been working to try to get funded for years.

If it is approved, it would be constructed as part of the Engler Boulevard reconstruction project which is aimed for 2024.

If you have any questions on this, please let me know. We will keep you informed on whether this gets funded.

CHASKA TOWN COURSE CLOSED FOR SEASON

While it has been warm lately, the weather is quickly going to be changing and we will be losing daylight. Because of that, the Town Course did have their last day of operation for this season this past Wednesday, November 2nd. This was a great golf year for the Town Course, with our revenue generation being only $14,000 off our peak year in 2021. At the same time, the Course was in fantastic condition throughout the entire summer, making it a popular place to play. I want to take this opportunity to thank our Town Course Staff for all the work they put in over this past season providing our patrons with a great course and great service to go along with it. Thank you!

HIGHWAY 41/61 PROJECT UPDATE

Work on the Highway 41/61 project continues to move forward, with major focus on utility relocation, work on the back paseo/alleyways and parking lots. This past week Highway 61 east of Walnut has been closed to install the sewer line underneath the highway that will allow us to abandon the lift station at Arby's. This should get finished by the end of the weekend. Next week, Pine Street between Highway 61 and 5th Street will be closed to allow for the replacement of a water line that serves the development at the southwest corner of Highway 41 and 61. This closure is expected to last the entire week.

If there are any questions on this, please let me know.

HEROES AND HELPERS 2022

Every December, the Chaska Police Department partners with Target to provide families in need an opportunity to give and receive presents. Officer Julie works with community partners to identify the families, and then volunteers go around the store with the children to pick out presents. The volunteers help the kids wrap the presents, so that the kids can give the gifts to their families. Typically, the Police Department helps about 20 families, and this year's event will be Saturday, December 10.

There are two ways that you can help if you are interested in being a part of this program this year.

1. If you want to volunteer, email Julie Janke.
2. If you would like to support the program through a donation, the best way would be to buy a Target gift card and get it to Officer Julie. There are two options for this:
    - You can go to Target's gift card website.
        - Pick the amount you want to give
        - Choose email as a delivery option
        - Put in Officer Julie's email address: jjanke@chaskamn.gov
        - And you're done!
    - You can get a physical gift card and send it to Officer Julie through inter-office mail.

A big thank you to all who get involved with this program. It is truly one of the most special programs that occurs during the course of the year!

UPCOMING EVENTS IN THE COMMUNITY

Below is a list of the upcoming events in Chaska:

- Veteran's Day Program at Chaska Middle School West-Friday November 11th at 8:40 am
- Hometown Holiday: Saturday, December 3rd from 3:30-5 (stores have specials throughout day)
- Chaska 100 Club on Sunday December 4th from 4-6 pm at the Chaska Event Center. If you are interested in purchasing a ticket for this event, please see me
- Tree Lighting of Fireman's Park Tree-Sunday December 4th at 6pm. There will be Santa, crafts and treats after the lighting ceremony

If you have any questions about these upcoming events, please let me know.